Council Members
District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Larry Honeycutt
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

June 14, 2021 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration Building, 101 North Main Street, Lancaster, SC 29720

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Charlene McGriff**
4. **Approval of the Agenda**

   [deletion and additions of non-substantive matter]
5. **Special Presentations**
6. **Citizens Comments**

   [While in-person Citizens Comments are not currently suspended, due to public health and safety considerations and the need for continued social distancing, the County is strongly encouraging citizen input and comments be submitted in writing prior to the meeting. Comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at https://www.mylancastersc.org/ Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]
7. **Consent Agenda**

   [Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

   a. Approval of Minutes from the May 11, 2021 County Council Committee Of The Whole Meeting

   b. Approval of Minutes from the May 24, 2021 County Council Regular Meeting

   c. 3rd Reading of Ordinance 2021-1735 regarding Rezoning Property Located at 923 Hamstead Circle

from MDR to GB (Applicant Joyce Brooks)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A One Acre Tract Of Property (TMS# 0006N-0B-010.00), Located At 923 Hamstead Circle, Lancaster, South Carolina, From MDR, Medium Density Residential District, To GB, General Business District. ***- Planning Department Case Number: RZ-2021-0478. The Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the May 10, 2021 County Council Meeting. Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Rox Burhans***

8. <u>Non-Consent Agenda</u>

a. Public Hearing and Resolution 1154-R2021 regarding Approval of a Conditional Use Application to Permit a Car Dealership and Major Maintenance Repair at 1449 Memorial Park Road, Lancaster, SC (Applicant Jannat Nabiev)

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership And Major Maintenance Repair To Be Located Upon Tax Map # 0082N-0B-011.00, At 1449 Memorial Park Road, Lancaster, South Carolina. ***- Planning Department Case Number: CU-2021-0538. The Planning Commission recommended conditional approval by a vote of 4-0. - Rox Burhans***

b. Resolution 1155-R2021 regarding Establishing the Local Option Sales Tax Credit Factor

Resolution Title: A Resolution Establishing The Local Option Sales Tax Credit Factor For The 2021 Tax Year. ***- Steve Willis***

c. Resolution 1156-R2021 Regarding the Acquisition of Fire Apparatus

Resolution Title: A Resolution Authorizing County Staff And Legal Counsel To Commence The Process Of Acquiring Certain Pieces Of Fire Apparatus Utilizing A Special Obligation Bond Under The Installment Purchase Financing Method. ***- Steve Willis/Darren Player***

d. 3rd Reading of Ordinance 2021-1742 regarding Authorization for the Issuance and Sale of Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ordinance Title: An Ordinance To Authorize And Provide For The Issuance And Sale Of Not To Exceed $4,100,000 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3; To Provide For The Execution Of A Second Supplemental Indenture Thereto, A Bond Placement Agreement, A Continuing Disclosure Agreement And Other Related Documents For The Series 2021A-3 Bonds; To Approve An Updated Assessment Roll A For Bond Area 3; To Make Other Covenants And Agreements In Connection With The Foregoing; And To Provide For Other Matters Relating Thereto ***- Passed 6-1 at the May 10, 2021 County Council Meeting (Allen Blackmon Opposed). Passed 5-1 at the May 24, 2021 County Council Meeting (Allen Blackmon Opposed and Brian Carnes Absent). - John DuBose***

e. Public Hearing and 3rd Reading of Ordinance 2021-1740 regarding Amending the Fiscal Year 2020-2021 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2020-1665, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2020 And Ending June 30, 2021 (FY 2020-2021), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. ***- Passed 7-0 at the May 10, 2021 County Council Meeting. Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Kim Belk***

f. 3rd Reading of Ordinance 2021-1737 regarding Rezoning Property Located at 182 Patterson Lane from NB to MX (Applicant Arlington Properties)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 6.7 Acre Parcel (TMS# 0005-00-091.02), Located At 182 Patterson Lane, Lancaster, South Carolina, From NB, Neighborhood Business District, To MX, Mixed Use District. ***- Planning Department Case Number: RZ-2020-2740. The Planning Commission recommended***

approval by a vote of 7-0. Passed 6-1 at the May 10, 2021 County Council Meeting (Larry Honeycutt Opposed). Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Rox Burhans

g. 3rd Reading of Ordinance 2021-1738 regarding Approval of the Master Development Plan Submission of Arlington Properties

Ordinance Title: An Ordinance To Approve The Master Development Plan Submission Of Arlington Properties, Incorporated, For A Proposed 352-Unit Apartment Development Currently Known As "Patterson Lane MF" And Located On Approximately 26.4 Acres, More Or Less, And Located At The Intersection Of Patterson Lane And Harrisburg Road (TMS #'S 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 AND 0005-00-096.00). ***- Planning Department Case Number: MXU-2020-2740. The Planning Commission recommended approval by a vote of 7-0. Passed 6-1 at the May 10, 2021 County Council Meeting (Larry Honeycutt Opposed). Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Rox Burhans***

h. 3rd Reading Ordinance 2021-1739 regarding Approval of a Development Agreement with Arlington Properties

Ordinance Title: An Ordinance To Approve A Development Agreement With Arlington Properties, Incorporated, For A Development Project Located At The Intersection Of Patterson Road And Harrisburg Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. ***- Planning Department Case Number: DA-2020-2740. The Planning Commission recommended approval by a vote of 7-0. Passed 6-1 at the May 10, 2021 County Council Meeting (Larry Honeycutt Opposed). Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Rox Burhans***

i. Grant Application - 2021 Site Enhancement Program - Steve Willis/Jamie Gilbert

j. Public Hearing and 2nd Reading of Ordinance 2021-1741 regarding Consideration of the Fiscal Year 2021-2022 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022 (FY 2021-22); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2021-22; And To Provide For Matters Related Thereto. ***- Passed 6-0 at the May 24, 2021 County Council Meeting (Brian Carnes Absent). - Steve Willis/Kim Belk***

k. 1st Reading of Ordinance 2021-1720 regarding Amending the Lancaster County Code of Ordinances Entitled, "Motor Vehicles And Traffic"

Ordinance Title: An Ordinance To Amend Chapter 21 Of The Lancaster County Code Of Ordinances Entitled, "Motor Vehicles And Traffic," To Provide Necessary Updates To The Chapter Governing The Disposition Of Derelict Or Abandoned Vehicles On Public Or Private Property. ***- Steve Willis/John DuBose***

l. Public Hearing and 1st Reading of Ordinance 2021-1743 regarding Rezoning Property from RN to INS)(Applicant Trinity Baptist Church)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A One Acre Tract Of Property (TMS# 0025-00-034.13), Located On The East Side Of Steel Hill Road, Adjacent To Trinity Baptist Church At 1519 Steel Hill Road, Lancaster, South Carolina, From RN, Rural Neighborhood District, To INS, Institutional District. ***- Planning Department Case Number: RZ-2020-3013. The Planning Commission recommended approval by a vote of 3-1. - Rox Burhans***

m. Public Hearing and 1st Reading of Ordinance 2021-1745 regarding Rezoning Property from MX to RB(Applicant 1415, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 5.3 Acre Tract Of Property (TMS # 0008-00-026.03), Located On The Northeast Corner Of The Intersection Of Edgewater Corporate Parkway And Possum Hollow Road, Lancaster, South Carolina, From MX, Mixed-Use District, To RB, Regional Business District. ***- Planning Department Case***

Number: RZ-2021-0747. The Planning Commission recommended approval by a vote of 4-0. - Rox Burhans

n. Public Hearing and 1st Reading of Ordinance 2021-1746 regarding Amending the Unified Development Ordinance (UDO) regarding Off-Street Parking and Loading Requirements

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 7.2.4., Off-Street Parking And Loading Requirements, To Modify Minimum Required Parking Spaces. ***- Planning Department Case Number: UDO-TA-2021-0704. The Planning Commission recommended approval by a vote of 4-0. - Rox Burhans***

9. Discussion and Action Items

a. Approval of Appointments to various Boards or Commissions

- Ben Levine to the Planning Commission as the District 7 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Kevan Waiters to the Community Relations Commission as the District 7 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- M. David Aspesi to the Recreation Advisory Board as the District 7 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- CK (Greg) Gregory to the Keep Lancaster County Beautiful Board as one of the District 5 representatives to fill a four year term that will expire on 06/30/2025 (2nd Term)
- William Hickman to the Airport Advisory Board as the District 5 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Michael DeMarco to the Board of Assessment Appeals as the District 5 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Shawn Christopher (Chris) Shannon to the Health and Wellness Commission as the District 5 representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- Irini Guda McCarthy to the Health and Wellness Commission as an At Large member to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Fred Terry Catoe to the Historical Commission as the District 3 representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- Odell Parker to the Community Relations Commission as the Disrict 3 representative to fill a four year term that will expire on 06/30/2025 (5th Term - Requires a Super Majority Vote of Council)

b. Discussion of Premium Pay for Select Employees - Steve Willis

c. Resolution for Next Meeting on Proposed Van Wyck Fire District - Steve Willis

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

a. HELD until the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1726 regarding Adoption of the Capital Improvement Plan

Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Plan 2021 Through 2031 As Recommended By The Lancaster County Planning Commission. ***- Passed 6-1 at the March 22, 2021 County Council Meeting (Allen Blackmon Opposed). Passed 6-1 at the April 12, 2021 County Council Meeting (Allen Blackmon Opposed). - Kim Belk***

b. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1725 regarding Adopting a Parks & Recreation Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Parks & Recreation Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Parks & Recreation Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development in The Greater Panhandle Region Of

Lancaster County Based On The County's Level Of Service Standards For Parks & Recreation Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Parks & Recreation Facilities On A Proportionate Share Basis To New Development. ***- Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Passed 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

c. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1722 regarding Adopting a Fire Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Fire Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Fire Facilities (Fire Stations And Fire Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Fire Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Fire Facilities On A Proportionate Share Basis To New Development. ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

d. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1723 regarding Adopting An Emergency Medical Services (EMS) Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting An Emergency Medical Services ("EMS") Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That EMS Facilities (EMS Stations And Emergency Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For EMS Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such EMS Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

e. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1724 regarding Adopting a Sheriff Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Sheriff Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Sheriff Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Sheriff Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Sheriff Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

f. DEFERRED to the 6-15-2021 Committee of the Whole Meeting - 2nd Reading of Ordinance 2021-1728 regarding Amending the Unified Development Ordinance (UDO) for Outdoor Shooting Ranges/Turkey Shoots

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; And Section 5.12.4, Temporary Uses With Specific Requirements; To Modify Those Zoning Districts In Which An Outdoor Shooting Range Is A Permissible Use And To Modify

Those Regulations Concerning How An Outdoor Shooting Range May Be Permitted, As Well As Providing For Turkey Shoots As A Temporary Use In Certain Zoning Districts And The Standards By Which Turkey Shoots May Be Approved. ***- Planning Department Case Number: UDO-TA-2020-2957. Planning Commission recommended approval by a vote of 5-2. Passed 6-0 at the April 12, 2021 County Council Meeting (Terry Graham Abstained). - Rox Burhans***

11. Miscellaneous Reports and Correspondence

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

a. One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***Economic Development Discussions: Project Plant and Project Water. SC Code 30-4-70(a)(5).***

14. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: **www.mylancastersc.org**

Meetings are live streamed and can be found by using the following link: https://www.youtube.com/channel/UCgSlMrcYjcYcu1m-e6TV54w

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Approve or amend the minutes from the May 11, 2021 County Council Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the May 11, 2021 County Council Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 5-11-2021 County Council Committee of the Whole Meeting	6/2/2021	Backup Material

Council Members
District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Larry Honeycutt
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

May 11, 2021 | **4:00 PM** | **101 North Main Street, Lancaster, SC 29720**

LANCASTER COUNTY COUNCIL
COMMITTEE OF THE WHOLE
County Council Chambers, County Administration Building, 101 North Main Street, Lancaster, SC 29720

MINUTES

DRAFT

Council Members present: Allen Blackmon, Brian Carnes *[who entered the meeting late at approximately 4:03 p.m. after the Pledge of Allegiance and Invocation]*, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; Sherrie Simpson, Clerk to Council; Veronica Thompson, Chief Financial Officer; Rox Burhans, Development Services Director; Jeff Catoe, Public Services Director; Darren Player, Fire/Emergency Services Director; Clay Catoe, Emergency Medical Services (EMS) Director; various Elected Officials; various Department Heads; various staff and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Chairman Steve Harper

Chairman Steve Harper called the Committee of the Whole meeting to order at approximately 4:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Brian Carnes

Allen Blackmon led the Pledge of Allegiance to the American Flag and delivered the Invocation since Brian

Carnes entered the meeting late.

Approval of Agenda

Charlene McGriff moved to approve the agenda. Seconded by Larry Honeycutt. Motion Passed 7-0.

Citizens Comments

The following citizens signed up to speak during Citizens Comments:

1. Jearlean Wright, Lancaster, SC, spoke regarding the gravel from Logging Road washing onto her property and she asked that Logging Road be paved.*

*Steve Harper explained that the County Administrator, Steve Willis, would contact her when the next County Transportation Committee (CTC) meeting was going to be held because the CTC handled which roads were going to be paved.

1. Brian Scott Laney, Lancaster, SC, spoke regarding Logging Road needing to be paved.

The following citizens submitted written comments for Citizens Comments: None.

DRAFT

Discussion and Action Items

Discussion of Fiscal Year 2021-2022 Proposed Budget - Steve Willis/Kim Belk

Steve Willis explained that the revenue numbers were now in. He provided and reviewed a handout entitled, "FY2022 Budget Draft Summary for May Committee of the Whole," and that handout is attached as Schedule A to the written minutes in the Clerk to Council's office. He noted that the proposed budget was balanced with no millage increase. He explained that three items had been added to the proposed budget since Council last discussed the budget: (1) a trial college program for Economic Development; (2) two maintenance crew leaders for Parks and Recreation; and (3) a part-time Assistant Manager at the Airport. Council and staff discussed possible new positions that could be added to or removed from the base budget. Council and staff discussed funding for the Sheriff's Office career ladder.

Kim Belk reviewed the millage rates and the mil value from the handout. Council and staff discussed the relationship between the County and the school district and the need for an Intergovernmental Agreement between the entities regarding fees. Council and staff discussed the merger of the Planning and Zoning Departments and that the Code for those Departments would also need to be rewritten since the Departments were being merged financially. Council and staff discussed the Infrastructure Inspector position, the position's duties and what territory the position would cover. Council requested that this information be sent to them prior to 1st Reading of the budget. Council and staff discussed the road maintenance fee.

Council requested that the positions that could be added to the budget be prioritized by staff. Council and staff continued to discuss possible new positions that could be added to or removed from the base budget.

Development Services Update - Rox Burhans

Rox Burhans provided a review of the updated and new services offered in the Development Services offices. He reviewed these new services via the power point presentation attached to the written minutes in the Clerk to Council's office.

Discussion of Fire Apparatus Acquisition - Steve Willis/Darren Player

Steve Willis explained that Council had two finance options regarding the acquisition of fire apparatus. He explained that Council could either use a voter referendum bond or an installment purchase plan bond. He noted that the installment purchase plan is more expensive.

Council and staff discussed the lack of an Intergovernmental Agreement between the City of Lancaster and the County regarding the Fire Department and equipment for the City Fire Department and also the lack of County policy regarding fire equipment for Fire Departments.

Darren Player reviewed the history of the City of Lancaster joining the Fire Commission. Council and staff discussed the need for equipment at various fire departments. Greg Nicholson, Chief of the Pleasant Valley Fire Department, reviewed the County's truck needs and the recommended specifications for the trucks.

Council and staff discussed possible financing for the fire apparatus. Council and staff discussed Impact Fees and the Capital Improvement Plan (CIP) for fire apparatus.

Citizen Comments

All citizens were heard during Citizens Comments held at the beginning of the Council meeting.

Adjournment

Larry Honeycutt moved to adjourn the Committee of the Whole meeting. Seconded by Allen Blackmon. Motion to adjourn Passed 7-0. There being no further business, the Committee of the Whole meeting adjourned at approximately 6:13 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Approve or amend the minutes from the May 24, 2021 County Council regular meeting.

Points to Consider:
The draft minutes from the May 24, 2021 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 5-24-2021 County Council Regular Meeting	6/9/2021	Backup Material

Council Members
District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Larry Honeycutt
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

May 24, 2021 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration Building, 101 North Main Street, Lancaster, SC 29720

MINUTES

DRAFT

Council Members present: Allen Blackmon, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: Brian Carnes.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Veronica Thompson, Chief Financial Officer; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Clay Catoe, Emergency Medical Services (EMS) Director; Darren Player, Fire/Emergency Services Director; Hal Hiott, Parks and Recreation Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; Kelvin Alexander, Project Manager; Michael Seezen, Burr Forman Law Firm; various Elected Officials; various Department Heads; various staff; the press; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

Chairman Steve Harper called the regular meeting of County Council to order at approximately 6:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Larry Honeycutt

Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Carnes

Special Presentations

Chairman Steve Harper and Clay Catoe, EMS Director, recognized Josh Faulkenberry for winning the 2020 South Carolina Paramedic of the Year award.

Clay Catoe, EMS Director, explained that their Department had partnered with the company of Nutramax and that, in the past, they had donated a tourniquet for every full time Public Safety employee and that now they have also donated enough tourniquets for every volunteer Fire Department to have five of the tourniquets. He noted that EMS would be training the volunteers in how to properly use the tourniquets.

Executive Session

One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***Economic Development Discussion: Project Zeppelin. SC Code 30-4-70(a)(5).***

Larry Honeycutt moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Carnes. At approximately 6:11 p.m., Council went into Executive Session to discuss the following item: (1) an economic development discussion of Project Zeppelin, pursuant to SC Code 30-4-70(a)(5).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 6:26 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council discussed one economic development matter. He explained that, during Executive Session, no decisions were made and no votes were taken.

DRAFT

Citizens Comments

The following citizens signed up to speak during Citizens Comments:

1. Reginald Brackett, Lancaster, SC, explained that he was from the Catawba Community Mental Health Center and that he was requesting that the County provide funding for Mental Health services in Lancaster County. He provided a brochure, entitled "Catawba Community Mental Health Center," that explained the various services provided by the Center and that brochure is attached as Schedule A to the written minutes in the Clerk to Council's office. He also noted that the Center provides services to the Detention Center free of charge.

The following citizens submitted written comments for Citizens Comments: None.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **8a.**, **8b.**, **8c.** and **8d.** [as listed in the Agenda packet, which are the same as Item **a.**, Item **b.**, Item **c.** and Item **d.** listed below]. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Carnes

a. **Approval of Minutes from the May 10, 2021 County Council Regular Meeting**

b. **3rd Reading of Ordinance 2021-1732 regarding Amending the Bylaws of the Historical Commission**

Ordinance Title: An Ordinance To Amend Chapter 2, Article XI, Division 2 Of The Lancaster County Code Of Ordinances Entitled, "Historical Commission," To Provide Necessary Updates To The Language Of Various Applicable Ordinances.

c. **2nd Reading of Ordinance 2021-1735 regarding Rezoning Property Located at 923 Hamstead Circle from MDR to GB (Applicant Joyce Brooks)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A One Acre Tract Of Property (TMS# 0006N-0B-010.00), Located At 923 Hamstead Circle, Lancaster, South Carolina, From MDR, Medium Density Residential District, To GB, General Business District.

d. **2nd Reading of Ordinance 2021-1740 regarding Amending the Fiscal Year 2020-2021 Budget**

Ordinance Title: An Ordinance To Amend Ordinance No. 2020-1665, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2020 And Ending June 30, 2021 (FY 2020-2021), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto.

Non-Consent Agenda

Resolution 1153-R2021 regarding Approval for the Town of Van Wyck to Utilize the Magistrate's Court for Municipal Court Cases

Resolution Title: A Resolution To Approve The Request From The Town Of Van Wyck To Utilize The Magistrate's Court For The Prosecution Of Municipal Court Cases.

Terry Graham moved to approve Resolution 1153-R2021. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

Public Hearing and 2nd Reading of Ordinance 2021-1742 regarding Authorization for the Issuance and Sale of Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ordinance Title: An Ordinance To Authorize And Provide For The Issuance And Sale Of Not To Exceed $4,100,000 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3; To Provide For The Execution Of A Second Supplemental Indenture Thereto, A Bond Placement Agreement, A Continuing Disclosure Agreement And Other Related Documents For The Series 2021A-3 Bonds; To Approve An Updated Assessment Roll A For Bond Area 3; To Make Other Covenants And Agreements In Connection With The Foregoing; And To Provide For Other Matters Relating Thereto

John DuBose noted, for the record, that the 2nd Reading version of Ordinance 2021-1742 corrected minor scrivener's errors that were discussed at the last Council meeting.

Steve Willis noted that no one signed up to speak at the Public Hearing for the Ordinance.
Steve Harper opened the Public Hearing for the Ordinance at approximately 6:34 p.m.
There were approximately 9 citizens in attendance during the Public Hearing for this Ordinance.
The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:34 p.m.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1742. Seconded by Larry Honeycutt.

Allen Blackmon explained that he was opposed to these type of Ordinances because he did not believe that the

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County should be in the business of financing bonds. Council and staff discussed whether other Counties had used bonds for development. Allen Blackmon further explained that he believed that County staff should be focused on essential County services.

The motion to approve the 2nd Reading of Ordinance 2021-1742 Passed 5-1. Ayes: Graham, Harper, Honeycutt, McGriff, Mosteller; Nays: Blackmon; Absent: Carnes

2nd Reading of Ordinance 2021-1737 regarding Rezoning Property Located at 182 Patterson Lane from NB to MX (Applicant Arlington Properties)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 6.7 Acre Parcel (TMS# 0005-00-091.02), Located At 182 Patterson Lane, Lancaster, South Carolina, From NB, Neighborhood Business District, To MX, Mixed Use District.

Terry Graham moved to approve the 2nd Reading of Ordinance 2021-1737. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Carnes

2nd Reading of Ordinance 2021-1738 regarding Approval of the Master Development Plan Submission of Arlington Properties

Ordinance Title: An Ordinance To Approve The Master Development Plan Submission Of Arlington Properties, Incorporated, For A Proposed 352-Unit Apartment Development Currently Known As "Patterson Lane MF" And Located On Approximately 26.4 Acres, More Or Less, And Located At The Intersection Of Patterson Lane And Harrisburg Road (TMS #'S 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 AND 0005-00-096.00).

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1738. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

2nd Reading Ordinance 2021-1739 regarding Approval of a Development Agreement with Arlington Properties

Ordinance Title: An Ordinance To Approve A Development Agreement With Arlington Properties, Incorporated, For A Development Project Located At The Intersection Of Patterson Road And Harrisburg Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1739. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

1st Reading of Ordinance 2021-1741 regarding Consideration of the Fiscal Year 2021-2022 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022 (FY 2021-22); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2021-22; And To Provide For Matters Related Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1741. Seconded by Terry Graham.

Steve Willis reviewed some details of the budget and the Schedule of Taxes, Fees and Charges and explained that the changes to the fee schedule were detailed in red. Steve Harper requested that staff determine the costs for adding two Public Works employees that would be dedicated to picking up litter. Council and staff discussed hazard pay or premium pay for essential workers. Council requested that a discussion of premium pay be put on the next Council agenda.

Kim Belk provided an overview of the various funds in the budget. She also reviewed how the budget addressed the Sheriff's Office career ladder. She also provided a quick overview of budget revenues.

Charlene McGriff moved to amend the budget by taking out the Infrastructure Inspector. Seconded by Larry Honeycutt.

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Charlene McGriff explained that the Elections Clerk position and Election Office needed diversity. Council and staff discussed the Infrastructure Inspector position and Council requested that staff provide them with information regarding what other Counties are doing in regards to infrastructure inspections. Steve Willis noted that the amount of costs savings from removing the Infrastructure Inspector position out of the budget would be $152,045.00. Steve Willis noted, for the record, that the savings would be split equally between the General Fund and the Stormwater fund.

The motion to amend the budget by taking out the Infrastructure Inspector position Passed 4-2. Ayes; Harper, Honeycutt, McGriff, Blackmon; Nays: Graham, Mosteller; Absent: Carnes

Steve Willis explained that anything added to the budget at this point would result in a millage increase.

Terry Graham moved to accept all of the recommended positions [listed in the agenda packet on the Memorandum regarding the Fiscal Year 2021-2022 Budget, paragraph six, "The following positions are recommended to be funded with a millage increase (this would not require the maximum allowable millage increase): 3 Paramedics, 2 Correctional Officers, a Deputy Fire Marshal, a Fire Inspector, a hybrid front office/back office Animal Shelter Worker, a Public Information Officer (PIO), part-time Auditor Clerk, part-time Treasurer Clerk, Solid Waste Tire Worker, Fleet Mechanic, Appraiser, Parks and Recreation Marketing Coordinator, 2 part-time Telecommunications Officers (TCO), Grounds Worker, part-time Accounting Clerk, AP automation tool and deferred maintenance items totaling $150,000.00]. Seconded by Charlene McGriff.

Larry Honeycutt moved to take the following positions out of the budget: the Deputy Fire Marshal, the Fire Inspector and Marketing Coordinator. He also moved to change the part-time Auditor Clerk to full time and change the part-time Treasurer Clerk to full time and he agreed to take the Public Information Officer (PIO) position out of the budget also. Seconded by Charlene McGriff.

Allen Blackmon moved to amend the list to include the removal of the Fleet Mechanic position. Seconded by Charlene McGriff. After discussion, the motion to remove the Fleet Mechanic position from the budget Passed 6-0.; Absent: Carnes

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Darren Player spoke regarding the need for a Deputy Fire Marshal.

Billy Mosteller moved to amend the list and add the Deputy Fire Marshal back into the budget. Seconded by Larry Honeycutt. Motion Passed 6-0.; Absent: Carnes

Hal Hiott spoke regarding the need for a Marketing Coordinator. Council and staff discussed the need for the position and discussed when the new fields and renovated buildings would be completed.

Allen Blackmon moved to amend the list and add the Marketing Coordinator back into the budget but to fund the full time position starting in January of 2022. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

The motion to amend the list of recommended positions as amended Passed 6-0.; Absent: Carnes

Allen Blackmon moved to remove the additional $5.00 road fee and have the fee remain at $35.00. There was no second to the motion and so the motion died on the floor.

The motion to approve the 1st Reading of Ordinance 2021-1741 as amended Passed 6-0.; Absent: Carnes

Discussion and Action Items

Approval of Appointments to various Boards or Commissions

- Charles P. Derrick to the Fire Commission as the Keshaw Fire Department representative to fill a four year term that will expire on 06/30/2025 (1st Term)

- Stacy L. Roberts to the Fire Commission as the Rich Hill Fire Department representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- Stephen G. Gardner to the Fire Commission as the Riverside Fire Department representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- Samuel W. Plyler to the Fire Commission as the Shiloh Zion Fire Department representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- Christina M. Barnes to the Airport Advisory Committee as the District 3 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Ann Ferguson to the Keep Lancaster County Beautiful Committee as the District 3 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Charles Deese to the Planning Commission as the District 3 representative to fill a four year term that will expire on 06/30/2025 (3rd Term - requires a Super Majority Vote to approve appointment)

Charlene McGriff moved to approve the appointments to various Boards and Commissions. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Carnes

Discussion of Recreation Bond Projects - Steve Willis

Steve Willis explained that the Harrisburg soccer project came in under budget and was released. However, he noted that the Heath Springs soccer project came in over budget and that the Indian Land Recreation Center was estimated to come in over budget and, therefore, he was not releasing the Heath Springs soccer project until the bids had come in for the Indian Land Recreation Center renovation project. Council discussed their concerns that waiting would simply increase the costs for the project. After discussion, Steve Willis indicated that he would release the Heath Springs soccer project the next business day.

Information Only on the Airport Terminal Design Federal Aviation Administration (FAA) Application - Steve Willis

Steve Willis explained that he had already signed the Federal Aviation Administration (FAA) application but wanted to let Council know that the local match for the grant would be forty-nine percent (49%).

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Status of items tabled, recommitted, deferred or held

a. HELD until the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1726 regarding Adoption of the Capital Improvement Plan

Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Plan 2021 Through 2031 As Recommended By The Lancaster County Planning Commission. - ***Passed 6-1 at the March 22, 2021 County Council Meeting (Allen Blackmon Opposed). Passed 6-1 at the April 12, 2021 County Council Meeting (Allen Blackmon Opposed). - Kim Belk***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

b. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1725 regarding Adopting a Parks & Recreation Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Parks & Recreation Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Parks & Recreation Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development in The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Parks & Recreation Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Parks & Recreation Facilities On A Proportionate Share Basis To New Development. - ***Passed 5-2 at the***

March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Passed 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose

This item was not discussed during the Council meeting and was for information only for Council and citizens.

c. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1722 regarding Adopting a Fire Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Fire Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Fire Facilities (Fire Stations And Fire Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Fire Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Fire Facilities On A Proportionate Share Basis To New Development. ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

d. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1723 regarding Adopting An Emergency Medical Services (EMS) Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting An Emergency Medical Services ("EMS") Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That EMS Facilities (EMS Stations And Emergency Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For EMS Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such EMS Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

e. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1724 regarding Adopting a Sheriff Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Sheriff Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Sheriff Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Sheriff Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Sheriff Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

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f. DEFERRED to the 6-15-2021 Committee of the Whole Meeting - 2nd Reading of Ordinance 2021-1728 regarding Amending the Unified Development Ordinance (UDO) for Outdoor Shooting Ranges/Turkey Shoots

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; And Section 5.12.4, Temporary Uses With Specific Requirements; To Modify Those Zoning Districts In Which An Outdoor Shooting Range Is A Permissible Use And To Modify Those Regulations Concerning How An Outdoor Shooting Range May Be Permitted, As Well As Providing For Turkey Shoots As A Temporary Use In Certain Zoning Districts And The Standards By Which Turkey Shoots May Be Approved. ***- Planning Department Case Number: UDO-TA-2020-2957. Planning Commission recommended approval by a vote of 5-2. Passed 6-0 at the April 12, 2021 County Council Meeting (Terry Graham Abstained). - Rox Burhans***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

Miscellaneous Reports and Correspondence

a. Information Only for Council of Governments Funding for Senior Citizen Meals

Steve Willis explained that funding for the Senior Citizen Meals was a project through the Catawba Regional Council of Governments that included four Counties. He explained that Lancaster County would be the lead entity for the project.

Citizens Comments

All citizens were heard during the Citizens Comments held at the beginning of the Council meeting.

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Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Terry Graham. The motion to adjourn Passed 6-0.; Absent: Carnes. There being no further business, the regular meeting of Council adjourned at approximately 8:27 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1735 / Planning Case Number: RZ-2021-0478
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Request to rezone TM # 0006N-0B-010.00 from Medium Density Residential (MDR) to General Business (GB) District. The Subject Parcel is one acre in size.

Points to Consider:
The subject property is predominately surrounded by the MDR and GB Districts. The surrounding uses are primarily commercial in nature (used car sales, mini-storage, and landscaping equipment and storage). This is the only residential parcel which takes access off of Hamstead Circle.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning request.

Recommendation:
The Planning Commission recommended **approval** by a vote of 7-0 on April 20, 2021. The Planning Department also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1735	5/3/2021	Ordinance
Planning Staff Report	4/9/2021	Planning Staff Report
Exhibit 1: Application	3/30/2021	Exhibit
Exhibit 2: Zoning Map	3/30/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1735

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A ONE ACRE TRACT OF PROPERTY (TMS# 0006N-0B-010.00), LOCATED AT 923 HAMSTEAD CIRCLE, LANCASTER, SOUTH CAROLINA, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT, TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Joyce Brooks, applied to rezone a one acre, more or less, parcel of property located at 923 Hamstead Circle, Lancaster, South Carolina (TMS # 0006N-0B-010.00) from MDR, Medium Density Residential District, to GB, General Business District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *"is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development."* The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. The requested GB District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District, to GB, General Business District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0006N-0B-010.00 (one acre, more or less, portion thereof)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone one acre of property
PROPERTY LOCATION:	923 Hamstead Circle (TM# 0006N-0B-010.00)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR) District
PROPOSED ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Joyce Brooks
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel one (1) acre in size. The intent is to sell the property to be utilized for its highest and best use.

Site Information

The parcel proposed to be rezoned is currently used as residential and there is a mobile home on the property. Access will be provided by Hamstead Circle. Currently this is the only residential parcel taking access from Hamstead Circle.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by MDR and GB zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Manufactured Housing
South	Lancaster County	GB	Used Car Sales
East	Lancaster County	LDR	Manufactured Housing
West	Lancaster County	GB	Mini-Storage and Landscape Company

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the MDR District. Pursuant to UDO Chapter 2.3, the MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

Requested GB

UDO Chapter 2.3 describes the requested GB District *as is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR and GB Districts. The surrounding uses are primarily commercial in nature (used car sales, mini-storage, and landscaping equipment and storage). This is the only residential parcel which takes access off of Hamstead Circle.

Non-Conformance Status

The properties use is currently residential in nature. If the rezoning were to be approved (changing the zoning district to General Business) the home on the property would become legal non-conforming if it remains on the site as a residence. This legal non-conforming status means that no major changes can occur to the residence further expanding its non-conformance. Also, any new business moving on to the property will be required to improve the site and building to meet current UDO and Building Code standards.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "*is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested GB District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Walkable Neighborhood: Land Use Considerations		
Church	Condominium/Apartment	Community Park / Pocket Park
Government Building	Natural Area	Neighborhood Commercial
Professional Office	Restaurant	School
Single-Family Attached Home (Townhome/Duplex)	Single-Family Detached Home	

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If a commercial use were to move on to this property which would create more than 50 peak hour trips to or from this location a TIA would be required as part of their site plan submittal.

Public Utilities

Public water is currently serving this site, there is a septic tank on site as well.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:



Subject Property is visible on the left hand side of the photo above.



Aerial view of Hamstead Circle: Subject parcel can be seen in the lower left hand corner.



Aerial view from Hwy 160: Subject parcel can be seen in the upper left hand corner.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone one (1) acre (TM # 0006N-0B-010.00) from Medium Density Residential (MDR) District to General Business (GB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0006N-0B-010.00;
2. That the subject property is currently zoned MDR District and proposed to be rezoned GB District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood Community Type; and
4. That the proposed GB District is generally consistent with the surrounding area which is comprised of MDR and GB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:
Ashley Davis, Planner
adavis@lancastersc.net | 803-416-9433

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 923 Hamstead Circle

City Indian Land State SC Zip 29707 Tax Parcel ID 0006N-08-010.00

Current Zoning MDR Current Use QMH

Proposed Zoning Commercial Total Acres 1

Project Description not sure yet

Surrounding Property Description adjacent to auto dealership and storage facility

CONTACT INFORMATION

Applicant Name Joyce D Brooks

Address 923 Hamstead Circle

City Indian Land State SC Zip 29707 Phone (803) 448-5625

Fax _____ Email _____

Property Owner Name Joyce D Brooks

Address 923 Hamstead Circle

City Indian Land State SC Zip 29707 Phone (803) 448-5625

Fax _____ Email _____

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Joyce D. Brooks — Applicant — 2/19/2021 — Date

Joyce D Brooks — Property Owner(s) — 2/19/2021 — Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

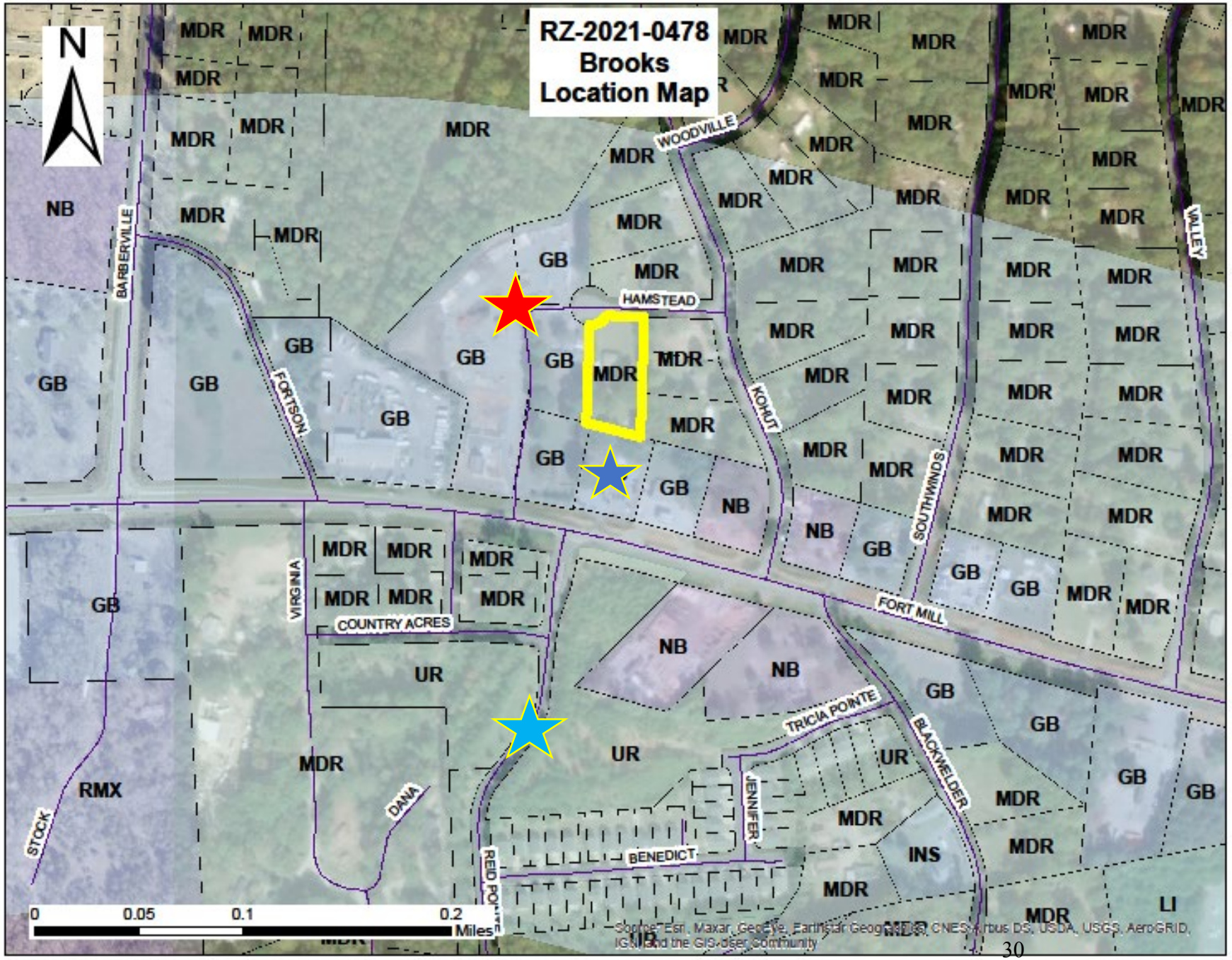
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $435.00
- Rezoning Application Fee – multi parcel $610.00

2. **Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.



Lancaster County
South Carolina

Proposal:
Rezone property from MDR to GB

Legend:

- Subject Property
- Best Deals Used Car Sales
- Markham Landscape Products
- Reid Pointe Neighborhood

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1154-R2021 / Planning Case Number: CU-2021-0538
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

Points to Consider:
The applicant is seeking a conditional use permit to allow both a Non-Franchised Car Dealership and Major Maintenance and Repair. The applicant hopes to utilize the existing structure with the addition of a paint booth to do major auto repair and to repair used cars to be sold on the lot as well. Staff has obtained a letter from the property owner acknowledging that cars awaiting repair are not to be stored in the parking lot consistent with UDO section 5.8.7.
The subject parcel is 0.45 acres in size and is improved with an existing building. The conditional use permit for a Non-Franchised Car Dealership and Major Maintenance and Repair requires a Type C landscape buffer when adjacent to residential zoning districts. A concept plan has been provided which illustrates where the buffer will be located. However, staff is concerned given the size of the parcel and location of the existing structure that the construction of the berm required in the 10 foot wide option depicted on the plans could pose a challenge at the construction phase.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the requested conditional use permits.

Recommendation:
Staff recommends **approval** of this conditional use application to permit a Non-Franchised Car Dealership **and** Major Maintenance and Repair subject to the following conditions:
1. Applicant provides proof that the required construction of a berm on site is feasible given the existing site constraints prior to hearing before County Council; **(applicant has since provided cross section, see Exhibit 6)** and
2. Address all other outstanding TRC/Evolve comments identified during the Conditional Use Permit review during the site plan phase.

Planning Commission recommended conditional approval subject to planning staff's recommendations by a vote of 4-0.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1154-R2021	6/3/2021	Resolution
Planning Staff Report	5/11/2021	Planning Staff Report
Exhibit 1: Application	5/11/2021	Exhibit
Exhibit 2: Zoning Map	5/4/2021	Exhibit
Exhibit 3: Proposed Site Plan	5/4/2021	Exhibit
Exhibit 4: TRC Comments	5/11/2021	Exhibit
Exhibit 5: Owner Letter	5/11/2021	Exhibit

Exhibit 6: Cross Section Required by Planning Commission	6/2/2021	Exhibit
Public Hearing Notice for Resolution 1154-R2021 (Planning Department Case Number: CU-2021-0538)	5/21/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1154-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO APPROVE THE FAVORABLE RECOMMENDATION OF BOTH THE LANCASTER COUNTY PLANNING STAFF AND THE LANCASTER COUNTY PLANNING COMMISSION OF A CONDITIONAL USE APPLICATION TO PERMIT A NON-FRANCHISED CAR DEALERSHIP AND MAJOR MAINTENANCE REPAIR TO BE LOCATED UPON TAX MAP # 0082N-0B-011.00, AT 1449 MEMORIAL PARK ROAD, LANCASTER, SOUTH CAROLINA.

WHEREAS, on March 1, 2021, Jannat Nabiev submitted an application to the Lancaster County Planning Department for its review and consideration of a Conditional Use Permit upon a property zoned GB, General Business District, for a Non-Franchised Car Dealership and Major Maintenance Repair, to be upon Tax Map # 0082N-0B-011.00, located at 1449 Memorial Park Road, Lancaster, South Carolina.

WHEREAS, after consideration of the details of the application, the Planning Staff recommended approval of the project subject to certain conditions noted during the Technical Review Committee (TRC) review process; and

WHEREAS, on May 18, 2021, the Planning Commission considered the project, identified CU-2021-0538 and, following due consideration, recommended approval of the project, by a unanimous vote, subject to the same TRC conditions noted by the Planning Staff.

NOW, THEREFORE, upon review and consideration of the Planning Staff Report, Site Concept Plan, and other supporting documentation in the County Council agenda package, it is resolved that:

Lancaster County Council approves the Conditional Use Permit for a Non-Franchised Car Dealership and Major Maintenance Repair subject to applicant addressing any outstanding TRC comments.

AND IT IS SO RESOLVED.

Signature page follows

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

PROPOSAL:	Conditional Use Application to Permit a Non-Franchised Car Dealership and Major Maintenance and Repair
PROPERTY LOCATION:	1449 Memorial Park Road (TMS#0082N-0B-011.00)
CURRENT ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Jannat Nabiev
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW & BACKGROUND:

Site Information
This property was the former home to Todd's Auto Shop. There is an existing two-bay shop on site which is currently closed.

Current Proposal & Project Overview

The applicant is seeking a conditional use permit to allow both a Non-Franchised Car Dealership and Major Maintenance and Repair. At this time the applicant hopes to utilize the existing structure with the addition of a paint booth to do major auto repair and to repair used cars to be sold on the lot as well. Staff has obtained a letter from the property owner acknowledging that cars awaiting repair are not to be stored in the parking lot consistent with UDO section 5.8.7.

The subject parcel is 0.45 acres in size and is improved with an existing building. The conditional use permit for a Non-Franchised Car Dealership and Major Maintenance and Repair requires a Type C landscape buffer when adjacent to residential zoning districts. A concept plan has been provided which illustrates where the buffer will be located. However, staff is concerned given the size of the parcel and location of the existing structure that the construction of the berm required in the 10 foot wide option depicted on the plans could pose a challenge at the construction phase.

Summary of Surrounding Zoning and Uses

Surrounding Property	Zoning District	Use
North	Medium Density Residential (MDR)	Single Family Residential
South	Medium Density Residential (MDR)	Single Family Residential
East	Medium Density Residential (MDR)	Single Family Residential
West	Medium Density Residential (MDR)	Single Family Residential

PHOTOS OF PROJECT AREA:



Looking at the existing building from Memorial Park Road



Looking directly across from the Subject Parcel



Looking southeast on Memorial Park Road



Looking northwest on Memorial Park Road

APPLICABLE UDO PROVISIONS:

5.1.2. - CONDITIONAL USE (CU)

A. Conditional Uses are uses which are generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and/or the County as a whole, require individual consideration in their location, design, configuration, and/or operation at the particular location proposed.

B. All Conditional Uses shall at a minimum meet the standards for the zoning district in which they are located and the specific standards set forth in this article for that use.

C. Individual consideration of the use may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location and to ensure protection of the public health, safety, and welfare.

D. Approval procedures for Conditional Use permits are found in Chapter 9, Administration.

5.8.5. - VEHICLE RENTAL/LEASING/SALES

A. Outdoor Vehicle Display: No vehicles displayed for sale or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any public rights-of-way.

B. Conditional Use Permit Required for Non-Franchised Dealerships: All such uses that are within 200 feet of a Residential use and are not a manufacturer-franchised dealership must obtain a Conditional Use permit.

C. Screening: All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer in accordance with Section 7.1.5.

5.8.7 VEHICLE SERVICES – MAJOR REPAIR/BODY WORK [RUB, GB, RB, LI, HI]

A. Outdoor Vehicle Storage: No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained. No vehicles awaiting work or pickup shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way.

B. Vehicle Bays: Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee.

C. Noise: No noises resulting from the repair, maintenance, or body work of a motor vehicle shall be audible at or beyond the property line between 8 PM and 8 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.

D. Repair Work: All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.

E. Screening: All boundaries of a property containing such uses that directly adjoin a Single Family residential district or street shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type C buffer.

STAFF RECOMMENDATION:

Staff recommends **approval** of this conditional use application to permit a Non-Franchised Car Dealership and Major Maintenance and Repair subject to the following conditions:

1. Applicant provides proof that the required construction of a berm on site is feasible given the existing site constraints prior to hearing before County Council; and
2. Address all other outstanding TRC/Evolve comments identified during the Conditional Use Permit review during the site plan phase.

ATTACHMENTS:

1. Conditional Use Application
2. Location Map/ Zoning Map
3. Concept Plan
4. TRC/Evolve Comments

STAFF CONTACT:

Ashley Davis
Planner
adavis@lancastersc.net
803-416-9433

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

CONDITIONAL USE APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- All items noted on the Conditional Use Plan Checklist
- Fees associated with review

GENERAL INFORMATION

Property Address 1449 Memorial Park Road

City Lancaster State SC Zip 29720 Tax Parcel ID 0082N-0B-011.00

Current Zoning GB Current Use Vacant- Former Auto repair shop

Total Acres .45 Surrounding Property Description

Single Family

Proposed Conditional Use Auto repair, Auto Body Shop and Used Car Sales

CONTACT INFORMATION

Applicant Name Jannat Nabiev

Address 13214 Mallard Landing

City Charlott State NC Zip 29720 Phone 704-996-0440

Fax _____ Email samsons200017@gmail.com

Property Owner Name Salvar Nabiev

Address 13214 Mallard Landing

City Charlotte State NC Zip 29278 Phone 704-996-0440

Fax _____ Email samsons200017@gmail.com

APPLICATION CERTIFICATIONS

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

_____ 3-1-21

Applicant Date

_____ 3-1-21

Property Owner(s) Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**
   - The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
   - Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
   - An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
   - Conditional Use Application Fee - $325.00

2. **Planning Commission**
   - Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
   - Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
   - Makes a recommendation to the County Council.

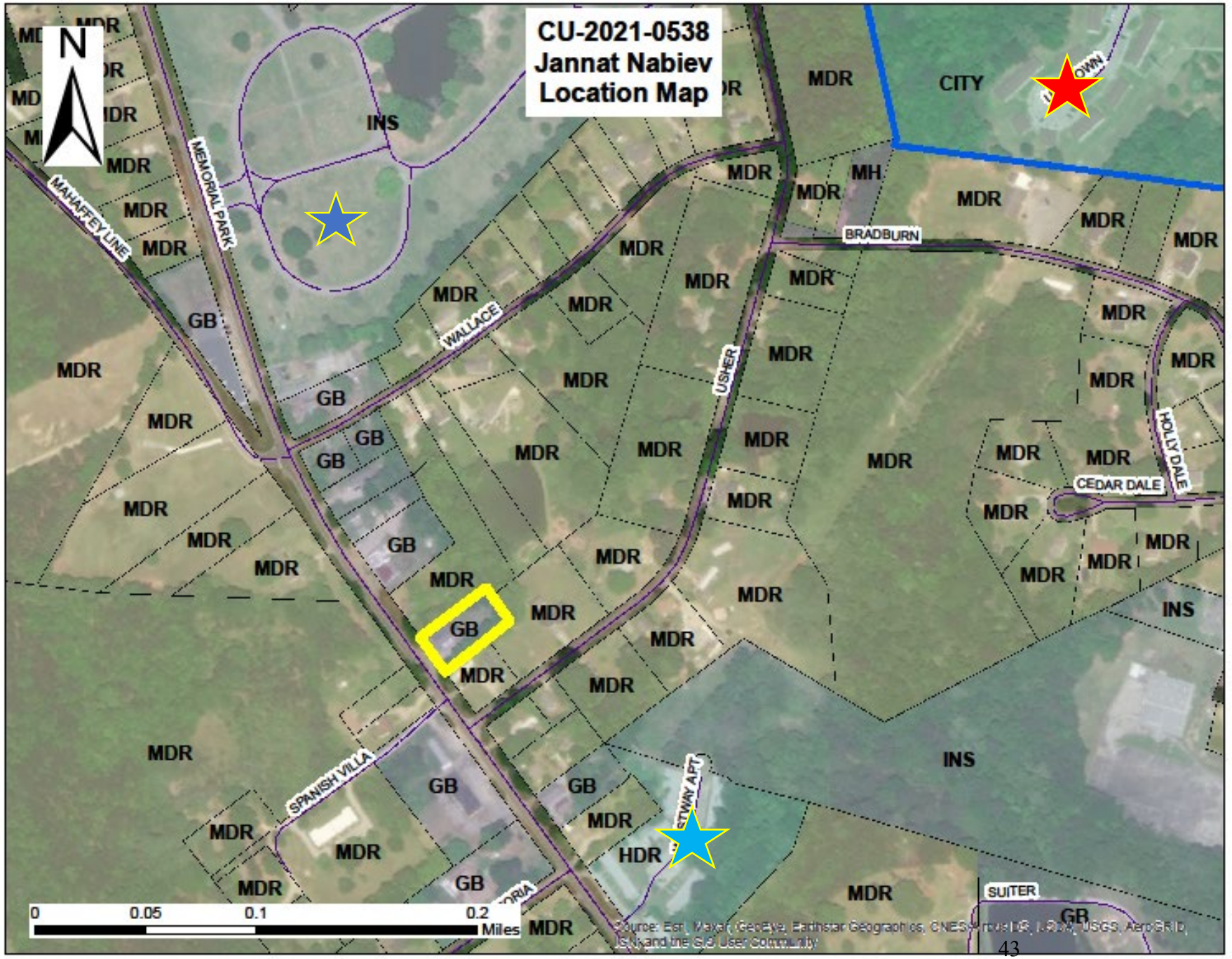
3. **County Council**
   - Approves, denies, or submits application to the Planning Commission for further study.
   - Action requires a resolution for approval.
   - Subsequent to County Council action, notice of action will be provided to the applicant,

CONDITIONAL USE PLAN CHECKLIST

- x The size of the plan and number of copies should conform to the following: Eight copies that are 24" x 36" (full size) and Two copies that are 11" x 17" (reduced size).
- x A descriptive location of the property and vicinity map at a scale of not less than one inch equals one mile.
- x Proposed name of the development.
- x The date of the survey or plan.
- x All plans shall be embossed with the seal and signature of the engineer/surveyor responsible for the work.
- x A graphic scale and numerical scale shall be shown on the plan.
- x The North arrow shall be shown and be accurately correlated with the courses with indications as to whether it is true, magnetic or grid.
- x Total acreage and boundaries of the development shall be shown on the plan.
- x All existing and proposed uses of land throughout the tract shall be shown on the plan.
- x Topography of the site with a contour interval of not more than 5 feet shall be shown on plan.
- x Typical arrangement of existing and proposed buildings and structures, including dimensions, elevations, uses, and setbacks shall be shown on the plan.
- x Location of adjoining property lines and existing buildings shall be shown on the plan.
- x The names of adjacent landowners, lot and/or block numbers, highways, streets, and named waterways shall be shown.
- x All property lines shall be defined by course and horizontal distance. All property lines shall be plotted to the scale shown in the title.
- x All easements and rights-of-way of existing and proposed buildings and structures shall be shown and shall include their widths and center lines.
- x All existing street intersections shall be shown on the plan.
- x Proposed parking areas and traffic circulation shall be shown on the plan.
- x Exact ratio of impervious surfaces to lot area shall be shown.
- x At a minimum the plan shall include basic landscape information such as the location and dimension of required buffer yards.

owner, and adjacent property owners.

- **Please note that upon approval of a conditional use, the applicant shall subsequently submit a site plan to The Lancaster County Planning Department for review. This site plan shall conform to the site plan process as enumerated in UDO Section 9.2.9 (Site Plan Process Chart)**



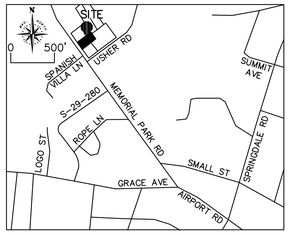
Lancaster County
South Carolina

Proposal:
Conditional use application to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair.

Legend:

- Subject Property
- Lancaster Memorial Park
- City Of Lancaster
- Westway Apartments

Sam And Son Auto Repair
Lancaster County, SC



PROJECT NAME	SAM AND SON
PROPERTY LOCATION	1449 MEMORIAL PARK RD
PARCEL NUMBER	0082N-0B-011.00
ZONING DISTRICT	GB
OVERLAY DISTRICT	MCWHIRTER FIELD AVIATION OVERLAY
APPLICANT NAME	SALVAR G NABIEVA 13214 MALLARD LANDING RD CHARLOTTE, NC 28278
PROPERTY OWNER	SALVAR G NABIEVA 13214 MALLARD LANDING RD CHARLOTTE, NC 28278
DESCRIPTION OF USE	AUTO REPAIR (PAINT BOOTH)
SITE AREA	0.45 AC
AREA IN R/W	0.00 AC
EXISTING BUILDINGS	2,098 SF
PROPOSED BUILDING AREA	364 SF
BUILDING CONSTRUCTION TYPE	PRE FAB METAL BUILDING
PRINCIPAL FRONT SETBACK	50'
STREET SIDE/SECONDARY FRONT	15'
SIDE SETBACK	15'
REAR SETBACK	15'
BUILDING HEIGHT	9'
PARKING REQUIRED	2 SPACES PER REPAIR BAY 3 REPAIR BAYS = 6 SPACES
PARKING PROVIDED	7 STANDARD SPACES 1 HC SPACE
TOTAL DISTURBED ACREAGE	0.43 ACRES
EX. IMPERVIOUS TO BE REMOVED	0.05 AC
EXISTING IMPERVIOUS TO REMAIN	0.05 AC
PROPOSED IMPERVIOUS	0.20 AC
% IMPERVIOUS	0.20 AC / 0.45 AC = 44%
OPEN SPACE	0.25 AC /0.45 AC = 56%
FEMA MAP PANEL	45057C0233D- 6/16/2011
MCWHIRTER OVERLAY HEIGHT RESTRICTION ZONE	ZONE F

SCDHEC Professional Certification

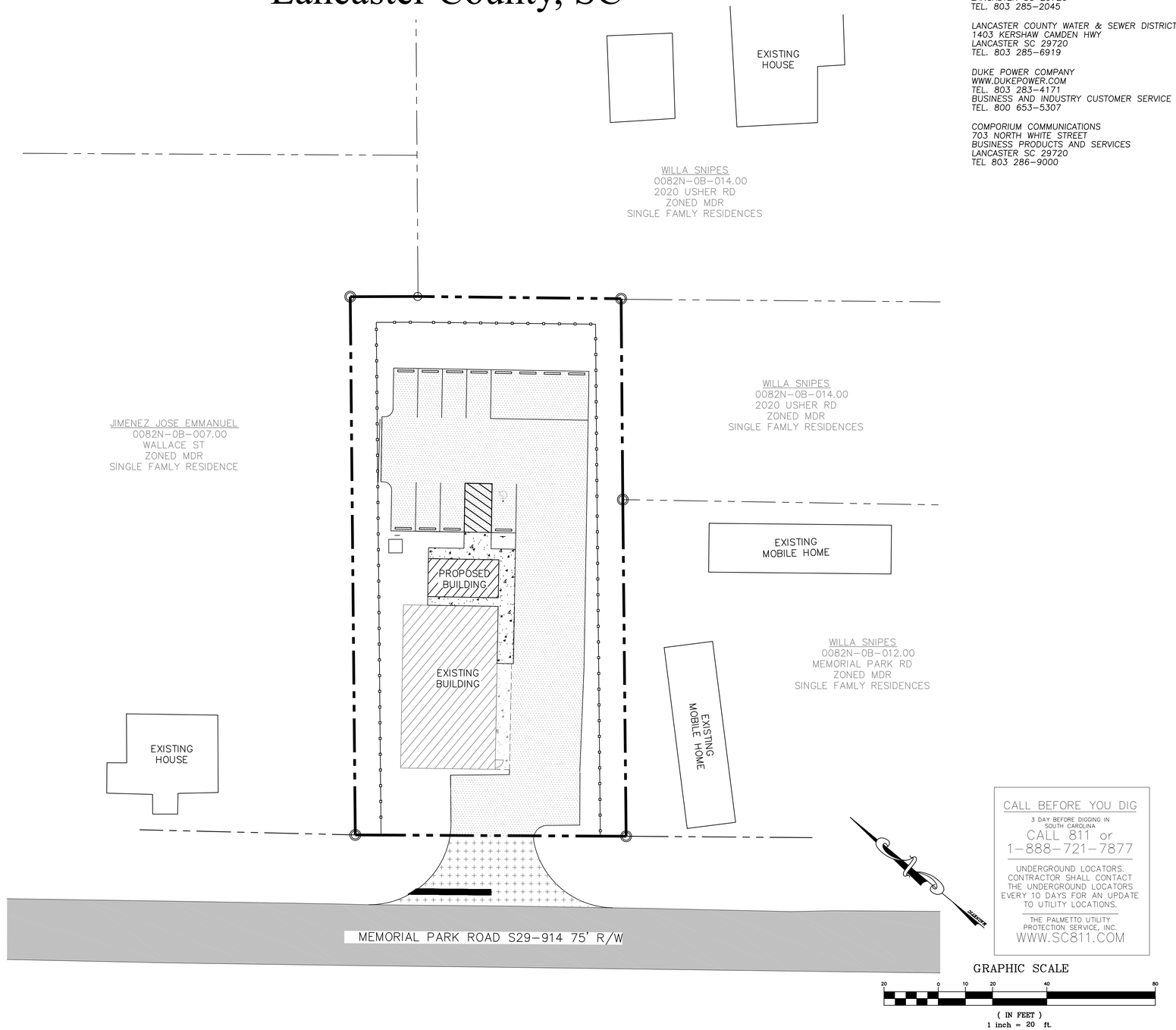
I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000

DONNA HARPER HAGINS, PE — SC13920 — 03/04/21

FLOOD CERTIFICATION:
I CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE MAP FOR LANCASTER COUNTY, SOUTH CAROLINA MAP NUMBER 45057C0233D DATED JUNE 16, 2011 AND TO THE BEST OF MY KNOWLEDGE THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD ZONE.

DONNA H. HAGINS — DATE 03/04/21

INDEX OF SHEETS	
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS PLAN
C3.0	SITE PLAN
C4.0	GRADING AND EROSION CONTROL PLAN
C5.0	SCDOT SHEET
C6.0	DETAIL SHEET 1
C7.0	DETAIL SHEET 2



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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3 DAY BEFORE DIGGING IN SOUTH CAROLINA
CALL 811 or
1-888-721-7877

UNDERGROUND LOCATORS. CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

THE PALMETTO UTILITY PROTECTION SERVICE, INC.
WWW.SC811.COM

LOCAL UTILITY SERVICES

(PUPS) PALMETTO UTILITY PROTECTION SERVICE
HTTP://SC811.COM/
DIAL 811 OR (888) 721-7877

LANCASTER COUNTY NATURAL GAS AUTHORITY
1010 KERSHAW CAMDEN HWY
LANCASTER SC 29720
TEL. 803 285-2045

LANCASTER COUNTY WATER & SEWER DISTRICT
1403 KERSHAW CAMDEN HWY
LANCASTER SC 29720
TEL. 803 285-6919

DUKE POWER COMPANY
WWW.DUKEPOWER.COM
TEL. 803 283-4171
BUSINESS AND INDUSTRY CUSTOMER SERVICE
TEL. 800 653-5307

COMPORIUM COMMUNICATIONS
703 NORTH WHITE STREET
BUSINESS PRODUCTS AND SERVICES
LANCASTER SC 29720
TEL 803 286-9000

REV.	DATE	DESCRIPTION

D H Hagins & Associates, LLC
Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER DONNA HARPER HAGINS No. 13920 03/04/21

D. H. HAGINS & ASSOCIATES No. C00416 CERTIFICATE OF AUTHORIZATION NORTH CAROLINA

SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

COVER SHEET

DATE: 03/03/21

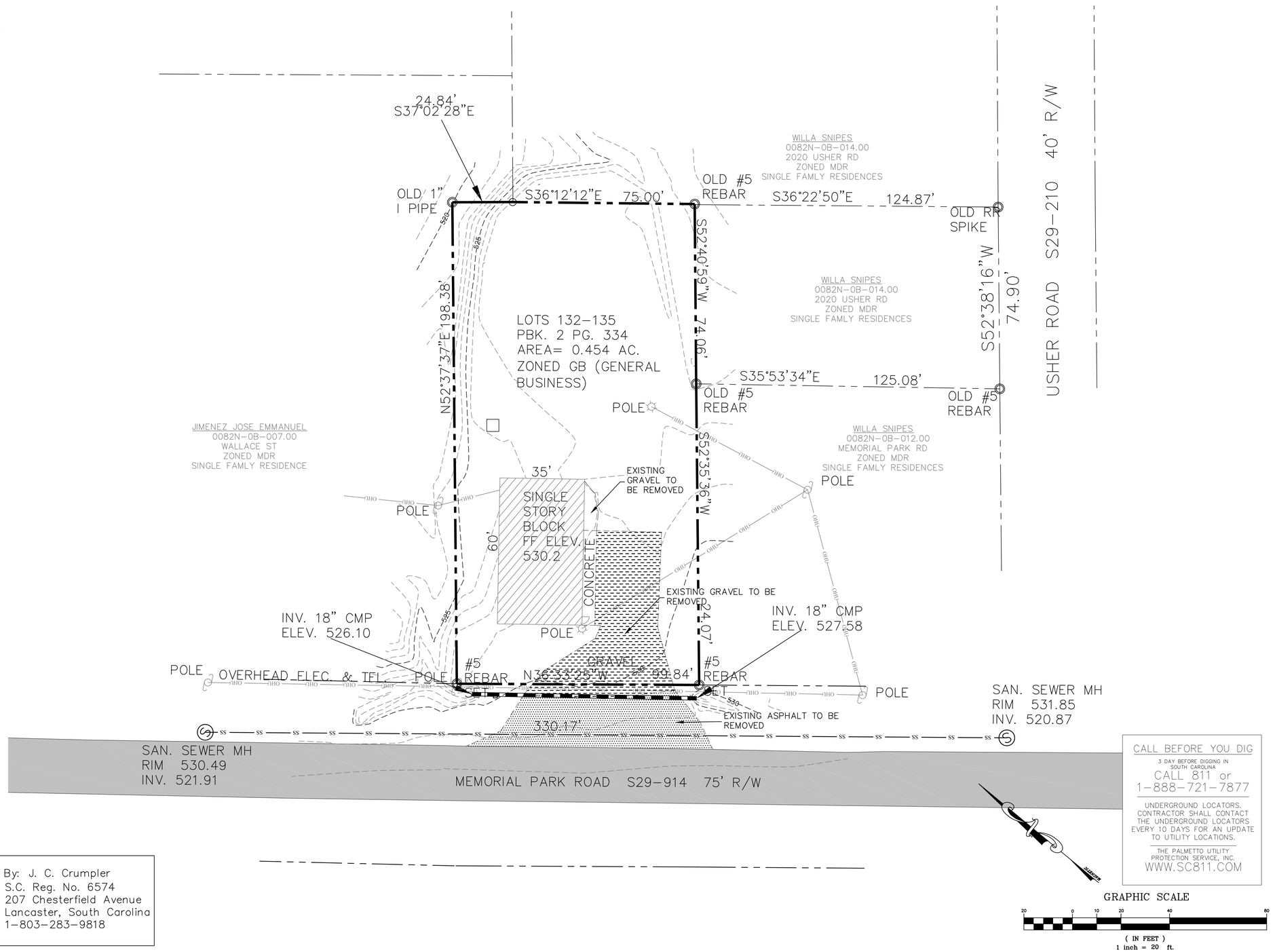
SCALE: 1" = 20'

JOB NO. 534.001

SHEET: C1

EXISTING ASPHALT TO BE REMOVED

EXISTING GRAVEL TO BE REMOVED



SURVEY PREPARED By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina
1-803-283-9818

CALL BEFORE YOU DIG

3 DAY BEFORE DIGGING IN SOUTH CAROLINA

CALL 811 or 1-888-721-7877

UNDERGROUND LOCATORS. CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

THE PALMETTO UTILITY PROTECTION SERVICE, INC.
WWW.SC811.COM

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION

D H Hagins & Associates, LLC
Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

DONNA HARPER SNIPES No. 13920 REGISTERED PROFESSIONAL ENGINEER NORTH CAROLINA 03/04/21

NOT VALID WITHOUT ORIGINAL SIGNATURE D. H. HAGINS & ASSOCIATES No. C00416 CERTIFICATE OF AUTHORIZATION NORTH CAROLINA

SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

EXISTING CONDITIONS

DATE: 03/03/21

SCALE: 1" = 20'

JOB NO. 534.001

SHEET: C2

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERISE.
2. SEE ARCHITECTURAL PLAN FOR EXACT LOCATION & SIZE OF WATER, SEWER CONNECTIONS & ROOF DOWNSPOUTS.
3. ALL SIDEWALKS TO BE CONSRUCTED OF MIN. 4 IN. THICK 3500 PSI CONCRETE REINFORCED WITH 6X6 W1.4 X W1.4 WWF. ALL SIDEWALKS SHALL HAVE TOOLED CONTROL JOINTS NOT EXCEEDING 5 FT SPACING IN ANY DIRECTION.
4. SEE ARCHITECTURAL PLAN FOR BUILDING DIMENSIONS, FEATURES, STAIRS & HANDRAILS, ETC.
5. DRIVEWAY TO BE CONSTRUCTED TO STATE AND LOCAL CODES.
6. ACCESSIBLE PARKING:

A. AN ACCESSIBLE PARKING SPACE SHALL HAVE NO GREATER SLOPE THAN ¼" PER FOOT ACROSS THE SPACE.
B. HANDRAILS ARE TO BE PROVIDED ON ACCESSIBLE RAMPS WITH A DROP OF 2".
C. MAXIMUM SLOPE FOR AN ACCESSIBLE ROUTE (SIDEWALK) SHALL BE 5.0% (1:20), MAXIMUM CROSS SLOPE FOR AN ACCESSIBLE ROUTE SHALL BE 2.0% (1:50)
D. ALL ACCESSIBLE PARKING SPACES ARE REQUIRED TO BE IDENTIFIED BY SIGNS WHICH SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.

7. EROSION PROTECTION MUST BE MAINTAINED UNTIL LANDSCAPE IS COMPLETE.
8. ALL DISTANCES & DATA SHALL BE CHECKED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. IN CASE OF CONFLICT, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY SO THAT CLARIFICATIONS MAY BE MADE PRIOR TO THE START OF WORK.
9. THE PROPOSED GRADES AS SHOWN IN THESE PLANS ARE THE FINISHED GRADES UNLESS NOTED OTHERWISE.
10. THE CONTRACTOR SHALL SUPPLY & ESTABLISH SURVEY CONTROL INCLUDING THE HORIZONTAL & VERTICAL CONTROL POINTS. THE CONTRACTOR SHALL MAINTAIN THIS CONTROL & PROVIDE ALL BENCHMARKS, STAKES, GRADES, LEVELS & LINES NECESSARY FOR CONSTRUCTION. CONTRACTOR(S) SHALL PROVIDE ADEQUATE SUPERVISION TO PREVENT DAMAGE & MOVEMENT FROM EQUIPMENT WORKING AROUND CONSTRUCTION STAKES. THESE CONSTRUCTION STAKES SHALL REMAIN IN PLACE & BE PROTECTED UNTIL OWNER APPROVES THEIR REMOVAL. ANY STAKES THAT HAVE BEEN DISPLACED AS A RESULT OF CONSTRUCTION ACTIVITY ARE TO BE REPLACED BY A LICENSED LAND SURVEYOR ENGAGED BY THE CONTRACTOR AT NO COST TO THE OWNER.
11. ALL EXISTING IMPROVEMENTS DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER.
12. ALL EXISTING PAVEMENT & CONCRETE JOINED SHALL BE SAW CUT.
13. APPROVAL OF THIS PLAN IS NOT AUTHORIZATION TO GRADE ON ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFFSITE GRADING, WRITTEN PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERY OWNER(S).
14. THE LOCATION OF EXISTING UTILITIES, STORM DRAIN STRUCTURES & OTHER ABOVE AND BELOW GRADE IMPROVEMENTS ARE APPROXIMATELY AS SHOWN. IT IS THE CONTRACTOR'S REPSONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE & INVERT ELEVATIONS OF SUCH PRIOR TO START OF CONSTRUCTION.
15. PROMPTLY INFORM THE ENGINEER OF ANY DISCRPANCIES OR CONFLICTS DISCOVERED BETWEEN THE DRAWINGS AND SPECIFICATIONS.
16. SITE LIGHTING BY OTHERS.
17. ALL SIGNS TO BE APPROVED BY LANCASTER COUNTY.

STREET TREE PLANTING:
RATE: 1 CANOPY TREE FOR EVERY 50 FEET OF STREET FRONTAGE
SPACING: MAXIMUM OF 50 FEET ON-CENTER
LOCATION: IN PLANTING STRIP (5-FOOT MINIMUM WIDTH)* OR TREE WELL (25-SQUARE-FOOT MINIMUM AREA)

REQUIRED :
MEMORIAL PARK ROAD
1 CANOPY PER 50' STREET FRONTAGE = MEMORIAL PARK ROAD = 100'/50' = 2 TREES, 2 UNDERSTORY TREES PROVIDED DUE TO OVERHEAD UTILITIES

TYPE "C" BUFFER YARD REQUIREMENTS

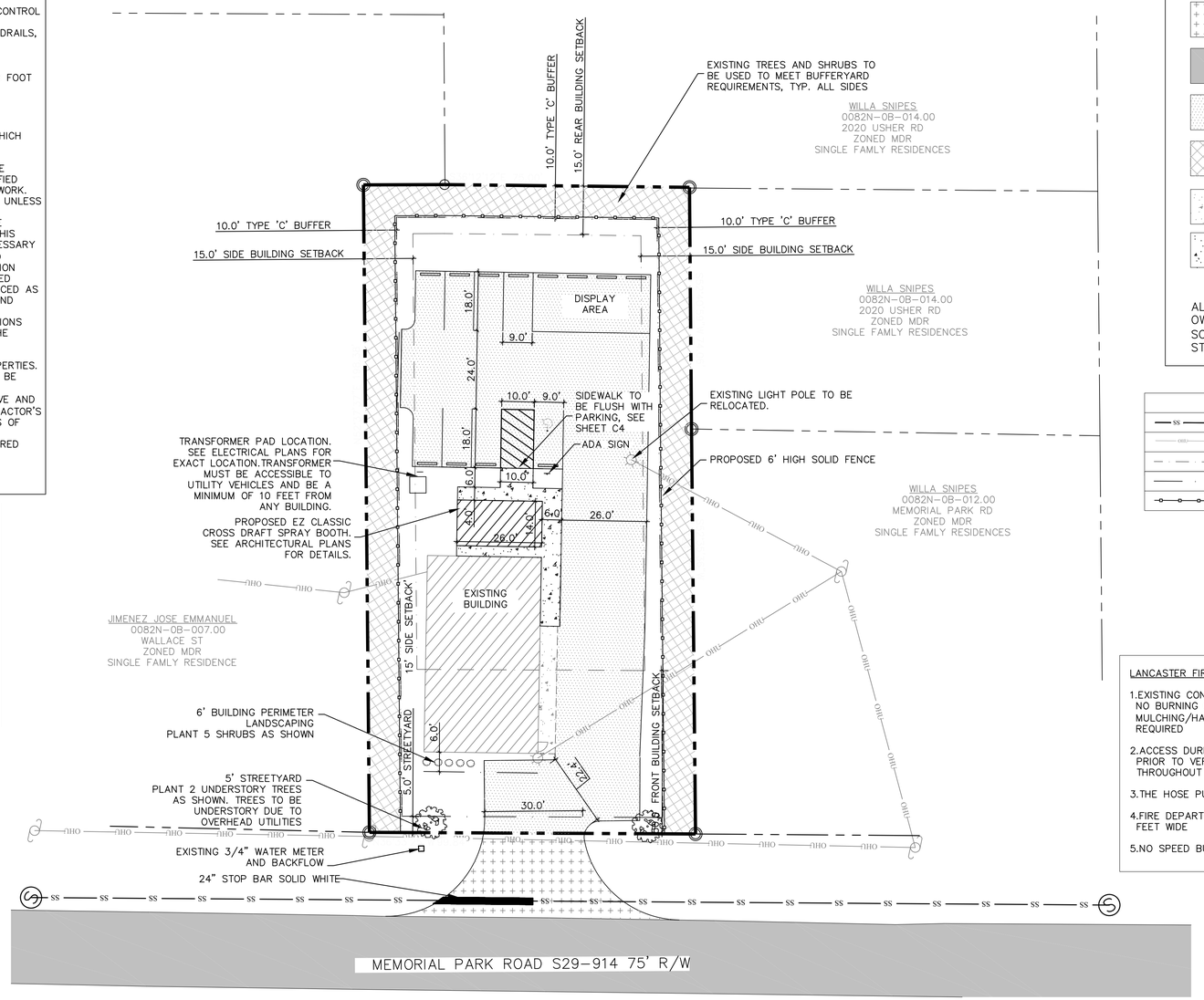
Type C Buffer Yard Options	Minimum Depth	Minimum Plantings per 100 linear feet	Wall, Fence, or Berm	Required Opacity
Option 1	40 feet	4 Evergreen Trees 4 Canopy Trees 4 Understory Trees 36 Evergreen Shrubs	Not Required	Completely opaque (i.e., having no horizontal openings from the ground to a height of 8 feet within 2 years of planting)
Option 2	25 feet	4 Evergreen Trees 4 Canopy Trees 4 Understory Trees	Wall or Fence	
Option 3	10 feet	2 Evergreen Trees 2 Canopy Trees 2 Understory Trees 12 Evergreen Shrubs	Berm	

EXISTING TREES TO BE USED TO MEET REQUIREMENTS

Building Perimeter Landscaping Requirements:

1. Minimum Required Landscape Area: A minimum 6 foot wide area shall be provided for landscaping along any side of the building facing a public right-of-way. Up to 25 percent of the building width along the street may be utilized for entrance walkways.
2. Minimum Required Landscaping: The minimum required landscaping shall consist of one of the following options every 40 linear feet:
a. 2 understory trees; or
b. 10 shrubs; or c. Any equivalent combination thereof.

REQUIRED :
20' BLDG (PORTION WITHOUT PAVEMENT)
5 SHRUBS REQUIRED.



NOTE: AN EXISTING FIRE HYDRANT IS LOCATED APPROXIMATELY 450' FROM THE SOUTHWEST PROPERTY CORNER. SEE FIRE EXHIBIT, SHEET C7.

NOTE: NO NEW WATER AND SEWER SERVICES PROPOSED. IF NOT CURRENTLY CONNECTED TO PUBLIC SEWER, BUILDING MUST BE CONNECTED TO PUBLIC SEWER.

NOTE: LIGHTING TO MEET REQUIREMENTS OF LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE CHAPTER 7,SECTION 7.3.

SCDOT R/W PAVING
EXISTING ASPHALT
PROPOSED ASPHALT
BUFFERYARD
EXISTING CONCRETE
PROPOSED CONCRETE

ALL PAVING AS DIRECTED BY OWNER. ALL PAVEMENT IN SCDOT R/W TO MEET SCDOT STANDARDS.

LEGEND

SS SS	EXISTING SEWER
OHD OHD	EXISTING OVERHEAD UTILITIES
	BUILDING SETBACK
	STREET YARD
	PROPOSED FENCE

LANCASTER FIRE AND RESCUE NOTES:

1. EXISTING CONDITIONS:
NO BURNING OF EXISTING STRUCTURES
MULCHING/HAULING AWAY OF VEGETATVIE DEBRIS IS REQUIRED
2. ACCESS DURING CONSTRUCTION MUST BE IN PLACE PRIOR TO VERTICAL CONSTRUCTION AND MAINTAINED THROUGHOUT CONSTRUCTION
3. THE HOSE PULL REQUIREMENT IS 150 FEET
4. FIRE DEPARTMENT ACCESS ROAD NO LESS THAN 20 FEET WIDE
5. NO SPEED BUMPS, HUMPS, TABLES, ETC. OR ALLOWED.

CALL BEFORE YOU DIG
3 DAY BEFORE DIGGING IN SOUTH CAROLINA
CALL 811 or
1-888-721-7877
UNDERGROUND LOCATORS. CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.
THE PALMETTO UTILITY PROTECTION SERVICE, INC.
WWW.SC811.COM

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION

D H Hagins & Associates, LLC
Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 039021 DONNA HARPER HAGINS 03/04/21

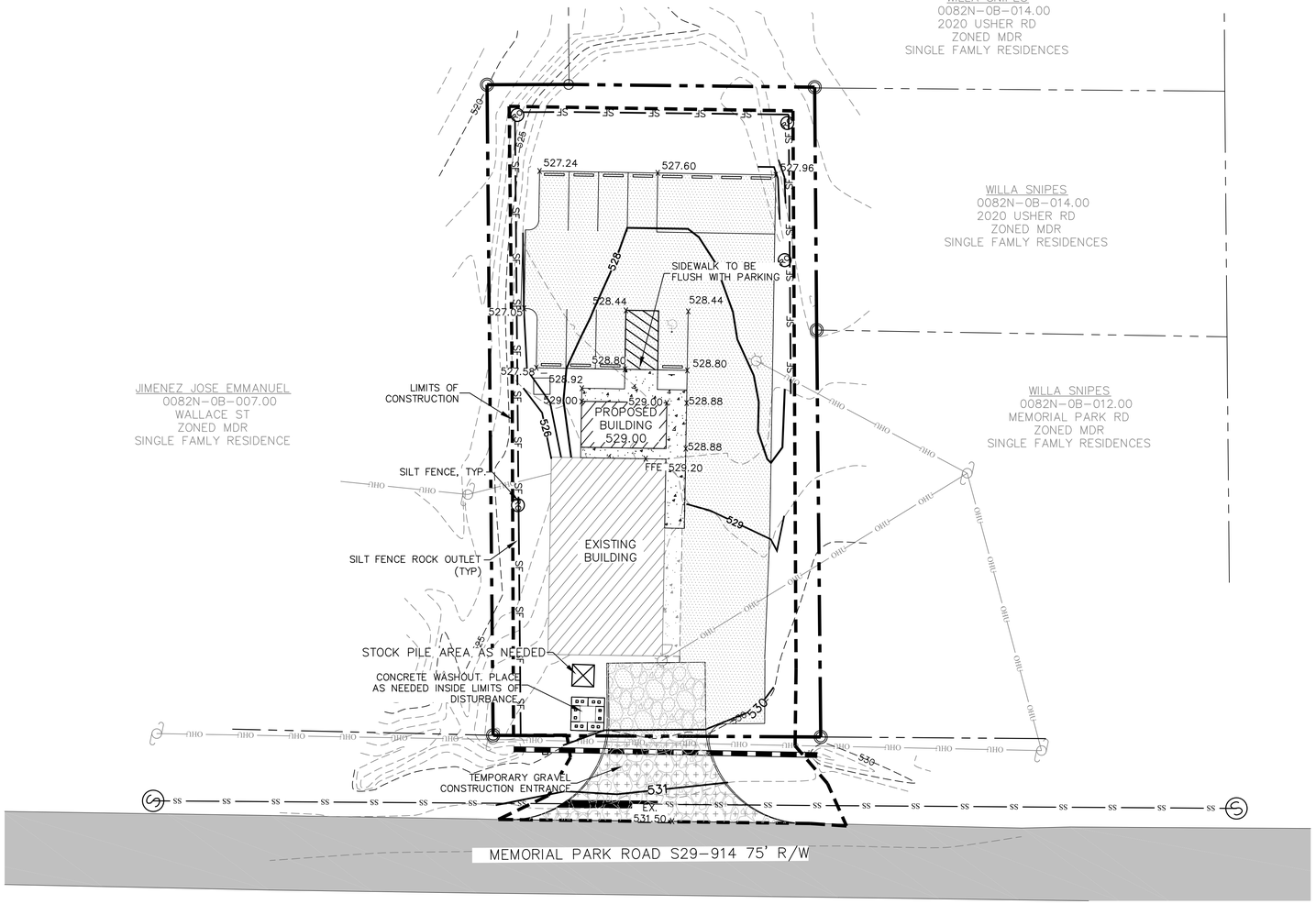
NORTH CAROLINA NO LANDSCAPE ARCHITECTURAL SERVICES D. H. HAGINS & ASSOCIATES No. C00416 CERTIFICATE OF AUTHORIZATION

SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

SITE PLAN

DATE:	03/03/21
SCALE:	1" = 20'
JOB NO.	534.001
SHEET:	C3

LEGEND	
SS SS	EXISTING SEWER
OHE OHE	EXISTING OVERHEAD UTILITIES
	BUILDING SETBACK
	STREET YARD
	PROPOSED FENCE
550	EXISITING GRADES
563	PROPOSED GRADES
	LIMITS OF CONSTRUCTION
SF SF	SILT FENCE
RO	SILT FENCE ROCK OUTLET
	EXISITING CULVERT



CONSTRUCTION SEQUENCE

1. RECEIVE NPDES COVERAGE FROM SCDHEC IF REQUIRED.
2. AFTER RECEIVING NPDES APPROVAL, CONTACT THE REGIONAL OFFICE 48 HOURS PRIOR TO LAND DISTURBING ACTIVITIES TO SET UP PRECONSTRUCTION MEETING IF NEEDED. .
3. INSTALL GRAVEL CONSTRUCTION ENTRANCE .
4. CLEAR AND GRUB ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS INCLUDING SILT FENCE.
5. GRADE SITE.
6. PLACE PERMANENT STABILIZATION.
7. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED.
8. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION.
9. SUBMIT NOTICE OF TERMINATION TO DHEC AS APPROPRIATE.

CALL BEFORE YOU DIG

3 DAY BEFORE DIGGING IN SOUTH CAROLINA

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GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION

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Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

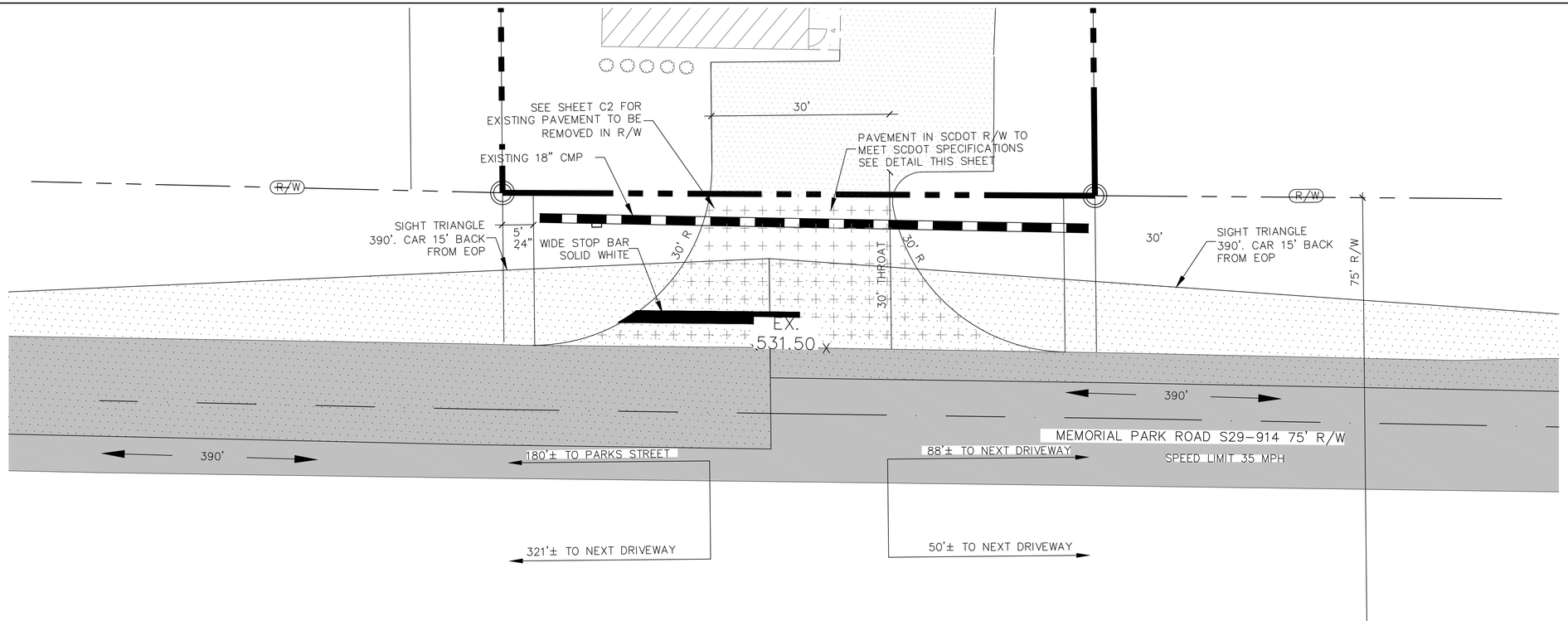
NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 13920 DONNA HARPER HIGGINS 03/04/21

NOTICE OF CERTIFICATION SOUTH CAROLINA D. H. HAGINS & ASSOCIATES No. 000416

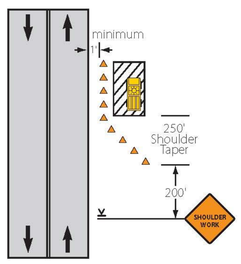
SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

GRADING AND EROSION CONTROL PLAN

DATE:	03/03/21
SCALE:	1" = 20'
JOB NO.	534.001
SHEET:	C4



Shoulder Work
(1' – 15' From the Edge of Pavement)
(Short-Term Stationary — 1 to 2 Hours)



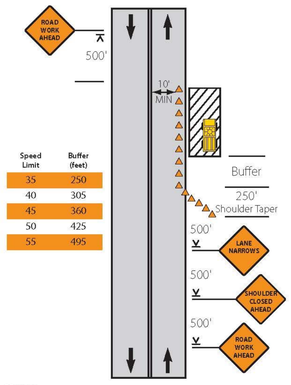
Notes:

1. For intermediate speed conditions (40 to 50 MPH), a 350-foot sign spacing may be used, and for high speed conditions (55 to 60 MPH), use a 500-foot sign spacing.
2. For short-term stationary work zones in a shoulder area, an array of advance warning signs is required. Install these advance warning sign arrays as follows:
   a. Low Speed Conditions (35 MPH or less) – this sign array will include "Shoulder Work".
   b. Intermediate Speed Conditions (40 to 50 MPH) – this sign array will include "Road Work Ahead", "Right (Left) Shoulder Closed Ahead", and "Shoulder Work".
   c. High Speed Conditions (55 to 60 MPH) – this sign array will include "Road Work 1500 FT", "Right (Left) Shoulder Closed 1000 FT", and "Right (Left) Shoulder Closed 500 FT".
3. "Utility Work Ahead" or "Workers" symbol signs may be used instead of the "Shoulder Work" sign.

16

17

Shoulder Work with Minor Encroachment



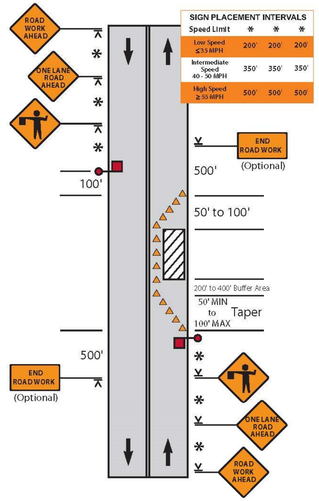
Speed Limit	Buffer (feet)
35	250
40	305
45	360
50	425
55	495

Notes:

1. This typical application applies to roadways with posted speed limits of 55 MPH or less.
2. Maintain a minimum lane width of 10'; however, on a low volume roadway, a minimum lane width of 9'is acceptable if traffic does not include wide loads.
3. For low speed conditions (35 MPH or less), a 200-foot sign spacing may be used and for intermediate speed conditions (40 to 50 MPH), a 350-foot sign spacing may be used.
4. An array of 3 advance warning signs is required. This sign array will include "Road Work Ahead", "Right (Left) Shoulder Closed Ahead", and "Lane Narrows".

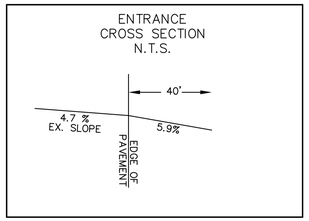
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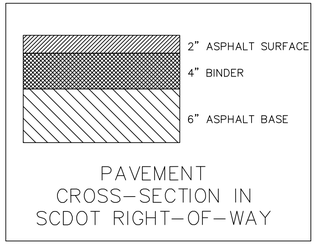
Lane Closure on a Two-Lane Road
(Two-Flagger Operation – Daytime ONLY)



Notes: see page 22.

NOTES:
1) SCDOT PERMIT MUST BE ON SITE.
2) USE SIGNAGE "MEN WORKING".
3) SCDOT TO BE INVITED TO ALL PRE CONSTRUCTION MEETINGS.
4) ALL COMPACTION TO MEET SCDOT STANDARDS.
5) SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS, AS WELL AS WHEN THE WORK IS COMPLETE. REFERENCE SHALL BE MADE BY PERMIT NUMBER.
6) SCDOT IS TO BE NOTIFIED 24 HOURS IN ADVANCE PRIOR TO ANY CONSTRUCTION WITHIN THE STATE RIGHT-OF-WAY.
7) THE APPLICANT SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF SUCH HAZARDS AS MUD, DEBRIS, LOOSE STONE AND TRASH, AS MAY BE WASHED OR SPILLED INTO THE TRAVEL WAY AS A RESULT OF PROPOSED WORK.
8) ADEQUATE PROVISIONS SHALL BE MADE FOR THE PROTECTION OF THE HIGHWAY TRAFFIC AT ALL TIMES IN ACCORDANCE WITH THE SOUTH CAROLINA MANUAL ON UNIFORMTRAFFIC CONTROL DEVICES.
9) ALL WORK PREFORMED IN CONNECTION WITH THE PERMIT SHALL CONFORM TO SCDOT "A POLICY FOR ACCOMMODATING UTILITES ON THE HIGHWAY RIGHT-OF-WAY", ARMES MANUAL, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SCDOT STANDARD DRAWINGS & STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, ALL CURRENT EDITIONS.
10) ANY FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.
11) APPLICANT IS RESPONSIBLE FOR ANY CHANGES UPSTREAM OR DOWNSTREAM AND HOLDS THE SCDOT HARMLESS FOR ANY AND ALL DAMAGES





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GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

REV.	DATE	DESCRIPTION

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Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
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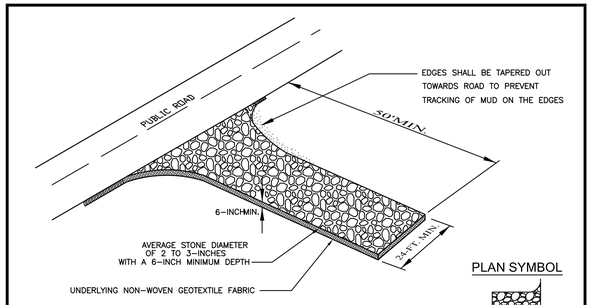
NORTH CAROLINA PROFESSIONAL ENGINEER REGISTERED No. 13920 DONNA HARPER 03/04/21

NORTH CAROLINA NOTARY PUBLIC D. H. HAGINS & ASSOCIATES No. C00416 CERTIFICATE OF AUTHORIZATION

SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

SCDOT ENCROACHMENT DETAILS

DATE: 03/03/21
SCALE: 1" = 10'
JOB NO. 534.001
SHEET: C5



PLAN SYMBOL

ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE SIZE	D = 2-3 INCHES

South Carolina Department of Health and Environmental Control

CONSTRUCTION ENTRANCE

SC-06 PAGE 1 of 2

NOT TO SCALE

CONSTRUCTION ENTRANCE – GENERAL NOTES

1. Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
2. Install a non-woven geotextile fabric prior to placing any stone.
3. Install a culvert pipe across the entrance when needed to provide positive drainage.
4. The entrance shall consist of 2-inch to 3-inch D50 stone placed at a minimum depth of 6-inches.
5. Minimum dimensions of the entrance shall be 24-feet wide by 100-feet long, and may be modified as necessary to accommodate site constraints.
6. The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
7. Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
8. Limestone may not be used for the stone pad.

CONSTR. ENTRANCE – INSPECTION & MAINTENANCE

1. The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
3. During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
4. Reshape the stone pad as necessary for drainage and runoff control.
5. Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone pad.
6. Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
7. During maintenance activities, any broken pavement should be repaired immediately.
8. Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post-construction.

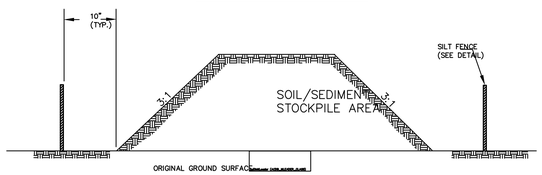
South Carolina Department of Health and Environmental Control

CONSTRUCTION ENTRANCE

SC-06 PAGE 2 of 2

GENERAL NOTES

TEMPORARY STOCKPILE AREA



NOTES:

1. SILT FENCE TO EXTEND AROUND ENTIRE PERIMETER OF STOCKPILE, OR IF STOCKPILE AREA IS LOCATED ON/NEAR A SLOP THE SILT FENCE IS TO EXTEND ALONG CONTOURS OF THE DOWN-GRADIENT AREA.
2. IF STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, TEMPORARY STABILIZATION MEASURES MUST BE IMPLEMENTED.
3. SILT FENCE SHALL BE MAINTAINED UNTIL STOCKPILE AREA HAS EITHER BEEN REMOVED OR PERMANENTLY STABILIZED.
4. THE KEY TO FUNCTIONAL TEMPORARY STOCKPILE AREAS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

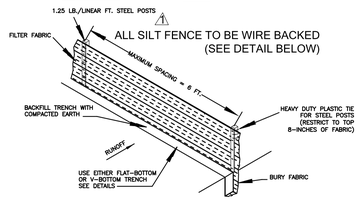
South Carolina Department of Health and Environmental Control

TEMPORARY STOCKPILE

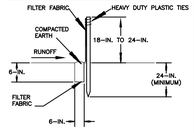
STANDARD DRAWING NO. SC-15 PAGE 1 of 1

NOT TO SCALE FEBRUARY 2014 DATE

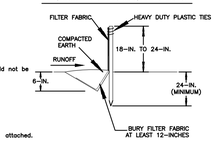
SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL



SILT FENCE – GENERAL NOTES

1. Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should not be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs.
2. Maximum sheet or overland flow path length to the silt fence shall be 100-feet.
3. Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.
4. Silt fence joints, when necessary, shall be completed by one of the following options:
   – Wrap each fabric together at a support post with both ends fastened to the post, with a 1-foot minimum overlap;
   – Overlap silt fence by installing 3-feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy-duty plastic ties; or,
   – Overlap entire width of each silt fence roll from one support post to the next support post.
5. Attach filter fabric to the steel posts using heavy-duty plastic ties that are evenly spaced within the top 8-inches of the fabric.
6. Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanout.
7. Install Silt Fence Checks (Tie-Backs) every 50-100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt fence.

South Carolina Department of Health and Environmental Control

SILT FENCE

SC-03 Page 1 of 2

NOT TO SCALE

SILT FENCE – POST REQUIREMENTS

1. The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
   – Composed of a high strength steel with a minimum yield strength of 50,000 psi.
   – Include a standard "T" section with a nominal face width of 1.38-inches and a nominal "T" length of 1.48-inches.
   – Weigh 1.25 pounds per foot (± 8%)
2. Posts shall be equipped with projections to aid in fastening of filter fabric.
3. Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17-square inches and be composed of 15 gauge steel, at a minimum. The metal soil stabilization plate should be completely buried.
4. Install posts to a minimum of 24-inches. A minimum height of 1– to 2– inches above the fabric shall be maintained, and a maximum height of 3 feet shall be maintained above the ground.
5. Post spacing shall be at a maximum of 6-feet on center.

SILT FENCE – FABRIC REQUIREMENTS

1. Silt fence must be composed of woven geotextile filter fabric that consists of the following requirements:
   – Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability relative to each other;
   – Free of any treatment or coating which might adversely alter its physical properties after installation;
   – Free of any defects or flaws that significantly affect its physical and/or filtering properties; and,
   – Have a minimum width of 36-inches.
2. Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.
3. 12-inches of the fabric should be placed within excavated trench and toed in when the trench is backfilled.
4. Filter Fabric shall be purchased in continuous rolls and cut to the length of the barrier to avoid joints.
5. Filter Fabric shall be installed at a minimum of 24-inches above the ground.

SILT FENCE – INSPECTION & MAINTENANCE

1. The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
3. Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
4. Remove accumulated sediment when it reaches 1/3 the height of the silt fence.
5. Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
6. Check for areas where stormwater runoff has eroded a channel beneath the silt fence, or where the fence has sagged or collapsed due to runoff overtopping the silt fence. Install checks/tie-backs and/or reinstall silt fence, as necessary.
7. Check for tears within the silt fence, areas where silt fence has begun to decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.
8. Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.

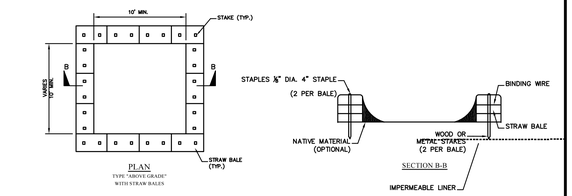
South Carolina Department of Health and Environmental Control

SILT FENCE

SC-03 PAGE 2 of 2

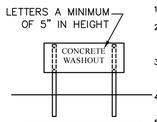
GENERAL NOTES

STRAW BALE BARRIER CONCRETE WASHOUT



NOTES:

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. INSTALL CONCRETE WASHOUT SIGN (24"X24", MINIMUM) WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
4. CLEAN OUT CONCRETE WASHOUT AREA WHEN 50% FULL.
5. THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.
6. SILT FENCE SHALL BE INSTALLED AROUND PERIMETER OF CONCRETE WASHOUT AREA EXCEPT FOR THE SIDE UTILIZED FOR ACCESSING THE WASHOUT.
7. A ROCK CONSTRUCTION ENTRANCE MAY BE NECESSARY ALONG ONE SIDE OF THE WASHOUT TO PROVIDE VEHICLE ACCESS.



CONCRETE WASHOUT SIGN DETAIL

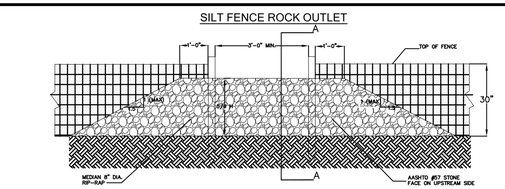
South Carolina Department of Health and Environmental Control

CONCRETE WASHOUT STRAW BALES OR ABOVE GROUND

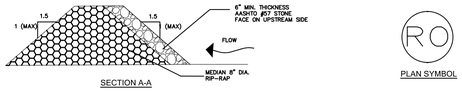
STANDARD DRAWING NO. RC-07 PAGE 1 of 1

NOT TO SCALE FEBRUARY 2014 DATE

SILT FENCE ROCK OUTLET



ELEVATION - UP-SLOPE FACE



SECTION A-A

RO

PLAN SYMBOL

NOTES:

1. WASHED STONE (#57) TO BE REMOVED AND REPLACED ONCE IT BECOMES CLOGGED WITH SEDIMENT.
2. SEDIMENT TO BE REMOVED WHEN ACCUMULATIONS REACH 1/3 HEIGHT OF SILT FENCE
3. THE KEY TO FUNCTIONAL ROCK OUTLETS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

South Carolina Department of Health and Environmental Control

SILT FENCE ROCK OUTLET

STANDARD DRAWING NO. SC-14 PAGE 1 of 1

NOT TO SCALE FEBRUARY 2014 DATE

ON-SITE SEEDING SPECS

Temporary Seeding –

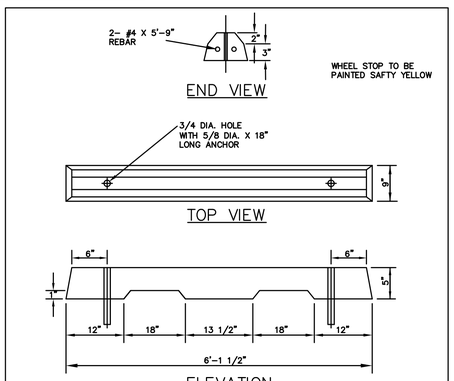
Species	lbs/ac	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Browntop Millet (Alone)	40												
Browntop Millet (Mix)	10												
Rye Grain (Alone)	56												
Rye Grain (Mix)	10												
Rye Grass (Alone)	50												
Rye Grass (Mix)	8												
For Steep Slopes / Cut Slopes													
Weeping Lovegrass (Alone)	4												
Weeping Lovegrass (Mix)	2												

Permanent Seeding –

Species	lbs/ac	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Bahia Grass (Alone)	40												
Bahia Grass (Mix)	30												
Bermuda Grass (Hulled) (Alone)	8–12												
Burmuda Grass (Hulled) (Mix)	4–6												
Fescue, Tall (KY31) (Alone)	40												
Fescue, Tall (KY31) (Mix)	20												
Sericea Lespedeza (Scarified (Alone or Mix) Innoculate with EL Innoculant	40												
Ladino Clover (Mix Only) Innoculate with Type M Innoculant													
For Steep Slopes / Cut Slopes													
Weeping Lovegrass (Alone)	4												
Weeping Lovegrass (Mix)	2												
Crownvetch (Mix) Innoculate with Type M Innoculant	8–10												

SEEDBED PREPARATION NOTES

1. SURFACE WATER CONTROL MEASURES TO BE INSTALLED ACCORDING TO PLAN. COMPLETE GRADING BEFORE PREPARING SEEDBED.
2. AREAS TO BE SEEDED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOPSOIL 3" DEEP ON SLOPES 2:1 OR FLATTER. TOTAL SEEDBED PREPARED DEPTH SHALL BE 4" TO 6" DEEP. IF SOILS ARE COMPACTED DURING GRADING LOOSEN TO A DEPTH OF 6" TO 8".
3. LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM THE SURFACE TO PREVENT INTERFERENCE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION.
4. APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS. SOILS WITH pH HIGHER THAN 6 NEED NOT BE LIMED. IF pH IS NOT KNOWN, APPLY LIME ACCORDING TO SEEDING SPECIFICATIONS BELOW. APPLY LIMESTONE AND INCORPORATE INTO TOP 4" TO 6" OF SOIL.
5. APPLY FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS. IF NO SOIL TEST HAS BEEN PERFORMED, APPLY FERTILIZER ACCORDING TO SEEDING SPECIFICATIONS BELOW.
6. ROUGHEN SEEDBED SURFACE PRIOR TO APPLICATION. GROOVE OR FURROW SLOPES STEEPER THAN 3:1.
7. PLACE STRAW ON SEEDING AT A RATE OF 2 TONS PER ACRE. (PLACE STRAW MATTING ON POND SLOPES)
8. FOR TEMPORARY SEEDING OF AREAS WHICH WILL NOT BE BROUGHT TO FINAL GRADE FOR MORE THAN 30 WORKING DAYS, FOLLOW THE TEMPORARY SEEDING SPECIFICATIONS ABOVE.



PRECAST CONCRETE WHEEL STOP DETAIL

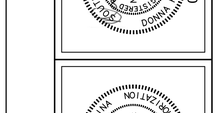
NOT TO SCALE

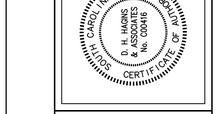
SCDHEC STANDARD NOTES

1. If necessary, slopes, which exceed eight (8) vertical feet should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
2. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) day after work has ceased, except as stated below.
   • Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
   • Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
3. All sediment and erosion control devices shall be inspected once calendar every week. If periodic inspection or other information indicates that a BMP has been inappropriately, or incorrectly, the Permittee must address the necessary replacement or modification required to correct the BMP within 48 hours of identification.
4. Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove sediment before being pumped back into any waters of the State.
5. All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.
6. The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.
7. Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C Reg. 72-300 et seq. and SCR100000.
8. Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
9. All waters of the State (WoS), including wetlands, are to be flagged or otherwise clearly marked in the field. A double row of silt fence is to be installed in all areas where a 50-foot buffer can't be maintained between the disturbed area and all WoS. A 10-foot buffer should be maintained between the last row of silt fence and all WoS.
10. Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
11. A copy of the SWPPP, inspections records, and rainfall data must be retained at the construction site or a nearby location easily accessible during no.d1"étrmal business hours, from the date of commencement of construction activities to the date t.d1"éthat final stabilization is reached.
12. Initiate stabilization measures on any exposed steep slope (3H:1V or greater) where land-disturbing activities have permanently or temporarily ceased, and will not resume for a period of 7 calendar days.
13. Minimize soil compaction and, unless infeasible, preserve topsoil.
14. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
15. Minimize the discharge of pollutants from dewatering of trenches and excavated areas. These discharges are to be routed through appropriate BMPs (sediment basin, filter bag, etc.).
16. The following discharges from sites are prohibited:
   • Wastewater from washout of concrete, unless managed by an appropriate control;
   • Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
   • Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
   • Soaps or solvents used in vehicle and equipment washing.
17. After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week and must be conducted until final stabilization is reached on all areas of the construction site.
18. If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of this permit and/or SC's Water Quality Standards, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as reasonably possible.
19. A Pre-Construction Conference must be held for each construction site with an approved On-Site SWPPP prior to the implementation of construction activities. For non-linear projects that disturb 10 acres or more this conference must be held on-site unless the Department has approved otherwise.

REV.	DATE	DESCRIPTION

D H Hagins & Associates, LLC
Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

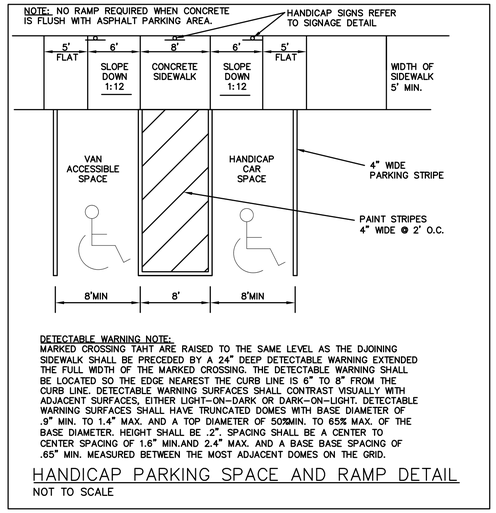




SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

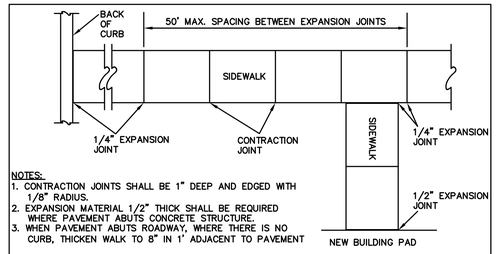
DETAIL SHEET 1

DATE:	03/03/21
SCALE:	NTS
JOB NO.	534.001
SHEET:	C6



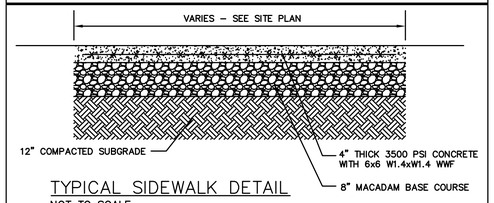
DETECTABLE WARNING NOTE:
MARKED CROSSING TAHT ARE RAISED TO THE SAME LEVEL AS THE DJOINING SIDEWALK SHALL BE PRECEDED BY A 24" DEEP DETECTABLE WARNING EXTENDED THE FULL WIDTH OF THE MARKED CROSSING. THE DETECTABLE WARNING SHALL BE LOCATED SO THE EDGE NEAREST THE CURB LINE IS 6" TO 8" FROM THE CURB LINE. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. DETECTABLE WARNING SURFACES SHALL HAVE TRUNCATED DOMES WITH BASE DIAMETER OF .9" MIN. TO 1.4" MAX. AND A TOP DIAMETER OF 50%MIN. TO 65% MAX. OF THE BASE DIAMETER. HEIGHT SHALL BE .2". SPACING SHALL BE A CENTER TO CENTER SPACING OF 1.6" MIN.AND 2.4" MAX. AND A BASE BASE SPACING OF .65" MIN. MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE GRID.

HANDICAP PARKING SPACE AND RAMP DETAIL
NOT TO SCALE

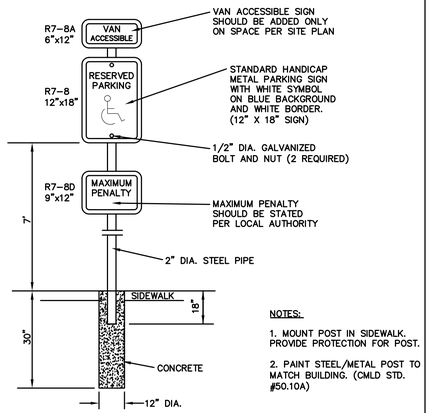


NOTES:
1. CONTRACTION JOINTS SHALL BE 1" DEEP AND EDGED WITH 1/8" RADIUS.
2. EXPANSION MATERIAL 1/2" THICK SHALL BE REQUIRED WHERE PAVEMENT ABUTS CONCRETE STRUCTURE.
3. WHEN PAVEMENT ABUTS ROADWAY, WHERE THERE IS NO CURB, THICKEN WALK TO 8" IN 1' ADJACENT TO PAVEMENT

CONCRETE SIDEWALK DETAIL
NOT TO SCALE



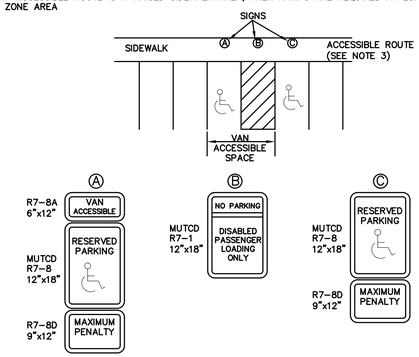
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



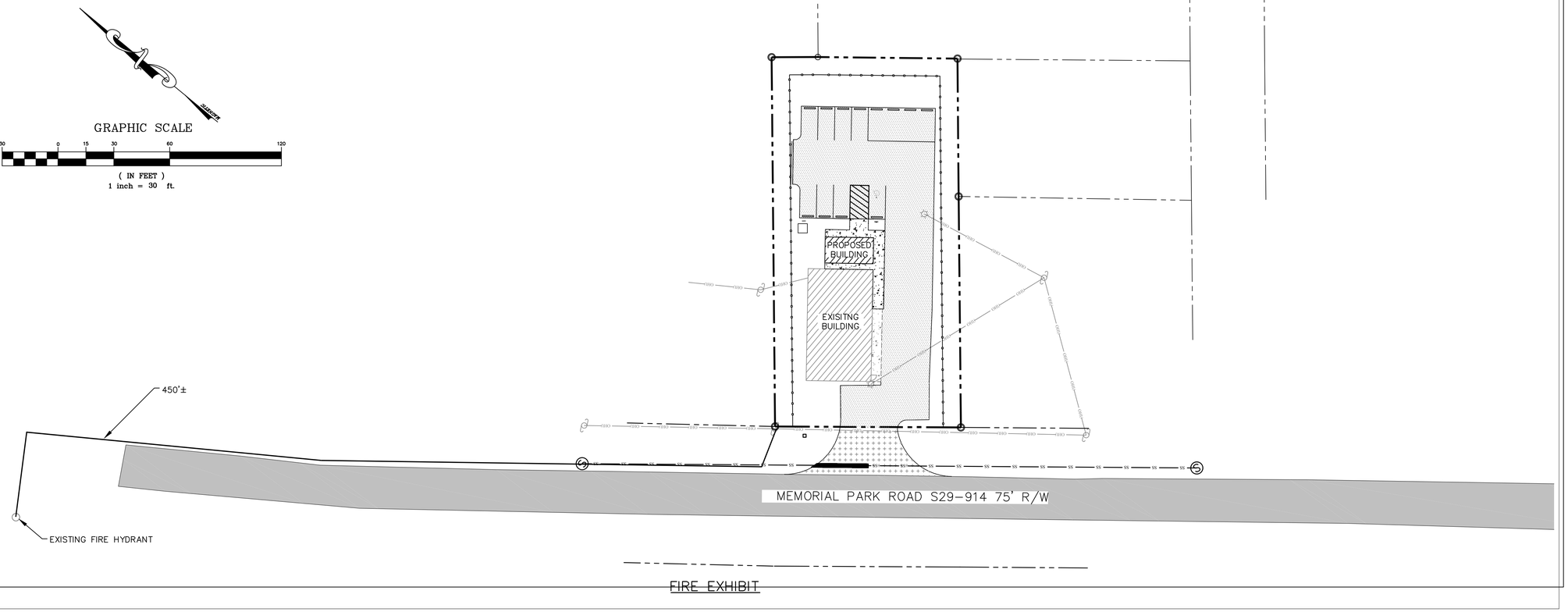
NOTES:
1. MOUNT POST IN SIDEWALK. PROVIDE PROTECTION FOR POST.
2. PAINT STEEL/METAL POST TO MATCH BUILDING. (CMLD STD. #50.10A)

HANDICAP PARKING SIGN DETAIL
NOT TO SCALE

NOTES:
1. ALL 12"x18" ACCESSIBLE SIGNS (R7-8A & R7-1) SHALL BE MOUNTED AT 7 FEET FROM GRADE TO BOTTOM EDGE OF SIGN FACE (MUTCD). MOUNTING HEIGHT CAN BE REDUCED TO 5 FEET IF PLACED IN AN AREA BETWEEN SIDEWALK AND BUILDING FACE IN WHICH PEDESTRIANS ARE NOT EXPECTED TO USE.
2. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. DEPARTMENT OF TRANSPORTATION AND STATE DEPARTMENT OF TRANSPORTATION SUPPLEMENT.
3. IF ACCESSIBLE ROUTE IS A RAISED SIDEWALK AREA, THEN RAMPS ARE REQUIRED AT LOADING ZONE AREA



ACCESSIBLE PARKING AND SIGNAGE DETAIL
NOT TO SCALE



FIRE EXHIBIT

REV.	DATE	DESCRIPTION

D H Hagins & Associates, LLC
Civil Consulting Engineers
2583 Kershaw Camden Hwy. Lancaster, SC 29720
Phone: (803) 286-4472

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER DONNA HARPER No. 13920 03/04/21

CERTIFICATE OF AUTHORIZATION D. H. HAGINS & ASSOCIATES No. C00416 NORTH CAROLINA

SAM AND SON AUTO REPAIR
LANCASTER COUNTY SC

DETAIL SHEET 2

DATE:	03/03/21
SCALE:	1" = 30'
JOB NO.	534.001
SHEET:	C7

Lancaster County
Development Services
P. O. Box 1809
Lancaster, SC 29721
803.285.1969
permits@lancastercountysc.net

May 11, 2021

Donna Hagins
DH
2583 Kershaw Camden Highway
Lancaster, SC 29720

Project Number	20210538
Project Name	Sam and Son Auto Repair
Location	1451 Memorial Park Road
Stage	Conditional Use Permit
Parcel(s)	
Status	Not Approved

Dear: Donna Hagins

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed and revised plans submitted with a response letter.

If the attached comments require changes to the plans, please submit the requisite number of sets, along with a pdf of the plan set on a CD, to the Lancaster County Planning Department.

Once revised plans are received, they will be submitted to staff for review.

Please be aware that plans will not be routed for review without a response letter

Sincerely,

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406 — **Conditional**
sblackwelder@lancastersc.net

Review Comments:

See Attached Comments

Fire Marshal - John Magette - 8032838888 — **Approved**
jmagette@lancastersc.net

Review Comments:

1. Spray booth will require a fire suppression system. Submit plans for fire suppression through county's evolve system for review.

LC Water & Sewer District - James Hawthorne - (803) 285-6919 — **No Review Needed**
james.hawthorne@lcwasd.org

Review Comments:

SCDOT - David Gamble - (803) 385-4280 — **No Review Done**
GambleDD@scdot.org

Review Comments:

This Permit (Application #200092076) has already been submitted to SCDOT for review. All comments from the Department will come from the permit review process.

Zoning - Julie Faile - 8032830567 — **Conditional**
jfaile@lancastersc.net

Review Comments:

Site Plan provided appears to meet all Zoning Requirements for the proposed Use. Note stating existing trees will be used for required buffer, This information will be verified at or before the Final inspection and if additional landscaping is needed such will have to be installed prior to the release of the Zoning final.

Planning - Ashley Davis - 803-416-9433 — **Not Approved**
adavis@lancastersc.net

Review Comments:

- Given the required construction of the berm it does not seem feasible to use existing trees and shrubs to meet the landscaping requirement

Advisory Comments:

Planning Commission has requested that the engineer provide examples of how the required berm would be constructed on this site given the tight nature of the site.

Development drawing review **Lancaster County Stormwater/Engineering**

Project:	Sam and Son Auto Repair Addition (Memorial Park Road)
Engineer/Architect:	Donna Hagins and Associates
Review date:	03/31/2021, based on 3/3/2021 drawing set
Review by:	T. Scott Edgar, P.E. CFM, Lancaster County Engineer
	Stephen Blackwelder, Environmental Compliance Manager, Lancaster County

General Comments:

1. This project is located outside of Lancaster County panhandle MS4 jurisdiction. The size of the project dictates that only a Notice of Intent (NOI) for less than 1 acre form will need to be sent to DHEC for their record if this has not already been done.
2. The site appears to be nearly pad ready with minimal grading required to complete the project.
    a. There is some fill at the rear (Northeast) side of the building. If fill is to be place directly against the block wall of the building, you may want to seal the wall prior to placing the soil to keep from having moisture wick through the walls. Also positive drainage of gutters and ground water in this area will be important factors in reducing the chance of future moisture issues inside the building.

4/5/2021

1449 Memorial Park Rd

Lancaster SC, 29720

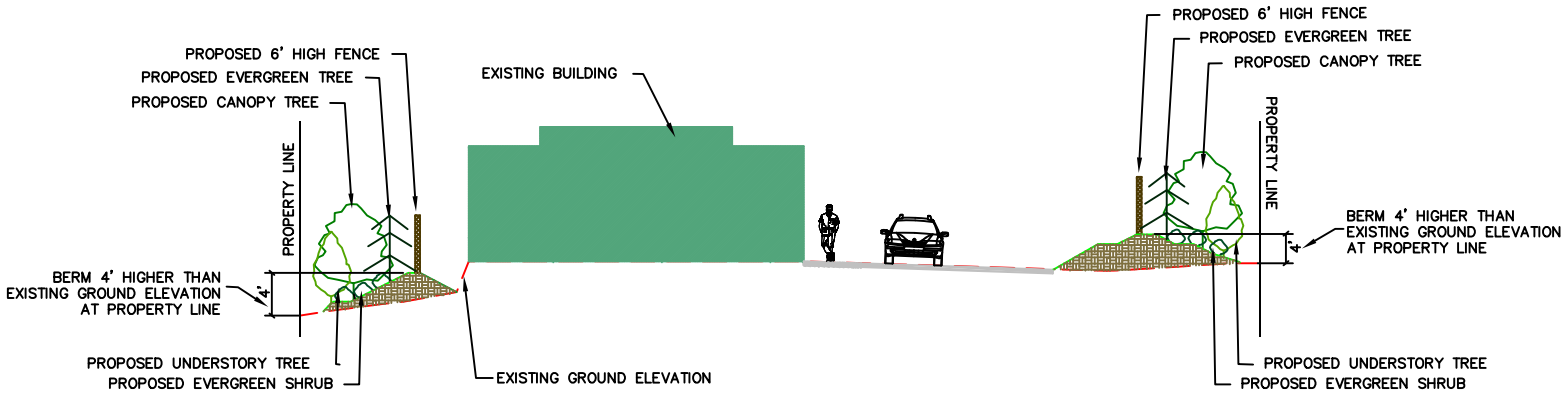
To whom it may concern,

I, Salvar Nabiev, will not stock the broken and unfixed cars in the parking lot.
Damaged vehicles will be hidden inside of the car shop .

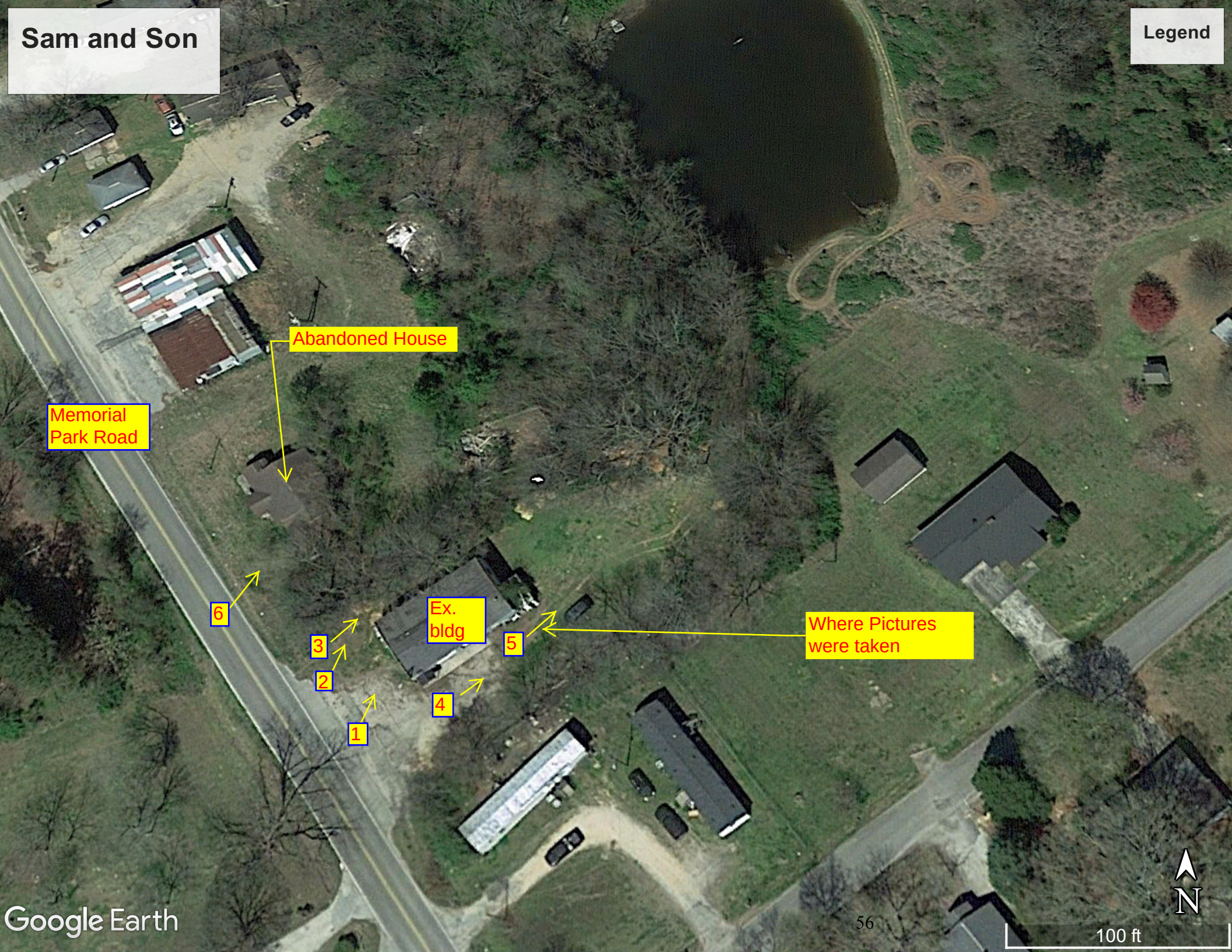
Sincerely,

Salvar Nabiev





1" = 20' Horizontal
1" = 2' Vertical


Sam and Son
Legend
Abandoned House
Memorial Park Road
6
3
2
1
Ex. bldg
4
5
Where Pictures were taken
N
Google Earth
100 ft



Picture 1


Existing natural buffer behind building - buffering abandoned house in picture 6

Picture 2



Picture 3



Picture 4



Picture 5


Abandoned home next door
Existing Buffer
Picture 6

The Lancaster News

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



PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #s [illegible]) for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-[illegible]) please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

[illegible] for 2002 April

are at a far higher risk for received any notice about
an airbag explosion that the airbag in the Honda.
could kill or injure an oc- She did get a recall no-

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 25, 2021.

Benita G Smith
Notary Public of South Carolina

My Commission Expires
January 13, 2031

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (CB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 P.M. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

al Notice was published in The Lancaster
, 2021.

Benita G Smith
Notary Public of South Carolina

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.



The JLHS jayvees posted 11 shutouts, led by the solid play of keeper Sofia Ramirez who played against a lot of ninth- and 10th-graders."

The Junior Lady War-

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 28, 2021.

Benita G Gunter

Notary Public of South Carolina

My Commission Expires
January 13, 2031

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 PM. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

PO Box 640
Lancaster, SC 29721
803-283-1133

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1155-R2021
Contact Person / Sponsor: Steve Willis / Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Adoption of the annual Resolution setting the Local Option Sales Tax credit Factor number.

Points to Consider:
The formula is driven by state law and is not subject to amendment by Council.

The Resolution spells out the underlying data and how Council has historically utilized the proceeds, pursuant to state law.

Funding and Liability Factors:
The LOST Credit Factor for the coming year is 0.000869.

Council Options:
Adopt the Resolution. The Credit Factor must be adopted annually per state law.

Recommendation:
Adopt the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1155-R2021	6/2/2021	Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1155-R2021

A RESOLUTION

ESTABLISHING THE LOCAL OPTION SALES TAX CREDIT FACTOR FOR THE 2021 TAX YEAR.

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

WHEREAS, County Council has established the Local Option Sales Tax revenue for the 2021 tax year shall be distributed on the basis of 71% to the property tax credit fund and 29% to the county revenue fund, and

WHEREAS, a Local Option Sales Tax credit factor must be established for the 2021 tax year, which factor is the result, carried to six (6) decimal positions, of dividing estimated Local Option Sales Tax credit fund revenue by the total taxable appraised value within the county as estimated by the County Auditor.

NOW THEREFORE, be it resolved that the County Auditor, with the concurrence of the Lancaster County Council, as evidenced by signature below, hereby establishes the Local Option Sales Tax credit factor as follows:

Credit fund estimate	$8,153,086.15
Divided by	
Taxable appraised value estimate	$9,381,565,263
Equals	
Tax credit factor for 2021	.000869

This credit estimate to be revised near the end of the fiscal year to adjust for actual credit given to taxpayers.

AND IT IS SO RESOLVED this 14th day of June, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

Suzette Murphy, County Auditor

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1156-R2021
Contact Person / Sponsor: Darren Player/Fire/Emergency Services and Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Presentation of information regarding the acquisition of aerial fire apparatus and a Mobile Command Post.

Points to Consider:
As requested the attached memorandum has information on the number of responses for the existing aerial apparatus.

We could not include information regarding responses from Indian Land or the Mobil Command Post as neither exist in the current fleet.

We have also included pertinent information from Section 504(A) of the ISO Guide regarding the need for aerial apparatus.

Finally, information from the May Committee of the Whole meeting has been included.

At this point we are asking for approval of the Resolution with Council voting to amend, if so desired and as Council may deem best, regarding any piece of apparatus.

Funding and Liability Factors:
Cost estimates are:
Aerial Platform @ $1,966,908 each with 3 trucks proposed - Indian Land, Lancaster, and Pleasant Valley

Aerial Ladder @ $1,611,772 with a single truck proposed for Elgin

Mobile Command Post @ $985,000 for countywide use among the Sheriff's Office, EMS, and Fire Rescue.

Total estimated cost is $8,497,498.

The spreadsheet shows financing cost at $9,000,000 as the trucks would have to be bid out. Obviously we would only finance the amount that is needed.

(Please note figures in the Resolution are rounded.)

Staff is proposing to utilize Special Obligation Bonds paid for by Increment Financing as proposed by Frannie Heizer.

Council Options:
Approve, amend, or reject the Resolution.

Recommendation:
Approve the Resolution. This request comes by way of the Fire Commission.

ATTACHMENTS:

Description	Upload Date	Type

Resolution 1156-R2021	6/10/2021	Resolution
Examples of Aerial Apparatus	6/5/2021	Exhibit
Generalized Specification Sheet	6/5/2021	Exhibit
Response Data and ISO Information	6/5/2021	Exhibit
Letter of Support for Mobile Command Post - EMS	6/7/2021	Exhibit
Letter of Support for Mobile Command Post - LCSO	6/7/2021	Exhibit
Fire Apparatus Spreadsheet	6/5/2021	Exhibit
Financial Sheet from Brian Nurick	6/5/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1156-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

AUTHORIZING COUNTY STAFF AND LEGAL COUNSEL TO COMMENCE THE PROCESS OF ACQUIRING CERTAIN PIECES OF FIRE APPARATUS UTILIZING A SPECIAL OBLIGATION BOND UNDER THE INSTALLMENT PURCHASE FINANCING METHOD.

WHEREAS, Lancaster County has a need to acquire fire apparatus, as recommended by the Fire Commission and outlined in the sections below; and

WHEREAS, after consideration of financing and purchase options the County Administrator is recommending that this equipment be purchased by issuance of a sixteen (16) year Special Obligation Bond utilizing the Installment Purchase Financing Method; and

WHEREAS, the County Administrator and County Attorney, in consultation and collaboration with bond counsel at Burr Forman, will present County Council a Bond Ordinance for its consideration that will include the fire apparatus approved for inclusion by way of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Council that Lancaster County staff and legal counsel prepare and bring forth an Ordinance authorizing issuance of a Special Obligation Bond for the acquisition of the following fire apparatus:

1. One (1) mid-mount aerial platform for the Pleasant Valley Fire Rescue Department with an estimated cost of $1,970,000.
2. One (1) mid-mount aerial platform for the Indian Land Fire Rescue Department with an estimated cost of $1,970,000.
3. One (1) mid-mount aerial platform for the Lancaster Fire Rescue Department with an estimated cost of $1,970,000.
4. One (1) rear-mount aerial ladder for the Elgin Fire Rescue Department with an estimated cost of $1,615,000.
5. One (1) mobile command post unit for countywide use by EMS, Fire Rescue, and Sheriff's Office with an estimated cost of $985,000.

IT IS SO RESOLVED

by County Council this 14th day of June, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

Aerial Mid-Mount Platform from Spartan Fire Apparatus



Aerial Mid-Mount Platform from Pierce Fire Apparatus – Charleston FD



Aerial Ladder from Smeal Fire Apparatus - Rock Hill FD



Aerial Ladder from KME Fire Apparatus



Generalized Highlights of Specifications

100’ Ascendant Aerial Tower

Lancaster City white with chrome front bumper

Indian Land black over red with painted front bumper

Pleasant Valley black over red with painted front bumper

-Velocity Cab 100” with X15 Cummins Engine

-TAK4 front suspension

-airbags in the cab

-Flat Roof

-2000GPM Waterous pumps right now with 500 gallon tank

-Swing doors except for the rear needs to be roll up doors (all doors painted)

-SetCom Headsets

-6KW Harrison Generators

-Dual nozzles at platform with fog being electric and smooth bore being manual

-full compliment of cameras to include DVR and one at the tip of the ladders/platform

-Rope rescue option

-Roof ladder, stokes, and chainsaw boxes on ladder

-all lights LED

-LED strip lights all four sides

-Arrow stick at the rear

-rear mud flap all the way across

-Ladders 2-16’ roof, 20’ roof, 2-28’ extension, 35’ extension, 40’ extension, folding ladder, little giant ladder

-oil dry hopper option

-front bumper extension so Q can be mounted in the bumper

-roto-ray in the grill

-choice on outrigger covers 2-will be painted and 1-will be chrome

-cab compartment options?

-breathing air to tip/platform 1-cylinder

-remote controls

-A/C to the platform

-intercom to top

<u>107’ Ascendant Aerial Ladder</u>

Elgin

-Velocity Cab 100” with X15 Cummins Engine

-TAK4 front suspension

-airbags in the cab

-Flat Roof

-2000GPM Waterous pumps right now with 500 gallon tank

-Roll up doors (all doors painted)

-SetCom Headsets

-Electric fog nozzle at the tip of ladder

-6KW Harrison Generators

-full compliment of cameras to include DVR and one at the tip of the ladders/platform

-Rope rescue option

-Roof ladder, stokes, and chainsaw boxes on ladder

-all lights LED

-LED strip lights all four sides

-Arrow stick at the rear

-rear mud flap all the way across

-Ladders 2-16’ roof, 20’ roof, 2-28’ extension, 35’ extension, 40’ extension, folding ladder, little giant ladder

-6” inlet in front bumper with remote valve

-foot plates on ladder

-axe mounted on ladder

-1 ½” outlet at the ladder tip

-oil dry hopper option

-front bumper extension so Q can be mounted in the bumper

-roto-ray in the grill

-outrigger covers chrome

-cab compartment options?

-breathing air to tip/platform 1-cylinder

-white over red paint with chrome front bumper

-remote controls

-intercom to top

M E M O R A N D U M

TO: County Council

FROM: Steve Willis, County Administrator *SW*

TODAY'S DATE: June 7, 2021

DUE DATE: N/A

SUBJECT: **Follow-up Information on Aerial Fire Apparatus Response**

Please find below the requested information. If you would like Darren can provide the printout with dates and times for every response. Please advise if any additional information is needed.

Elgin Responses – Truck 644
2018 – 11 responses
2019 – 12 responses
2020 – 1 response
2021 YTD through May 19, 2021 – 2 responses

Lancaster Responses – Truck L-1
2018 – 68 responses
2019 – 47 responses
2020 – 57 responses
2021 YTD through May 19, 2021 – 17 responses

Pleasant Valley Responses – Truck 1441
2018 – 65 responses
2019 – 45 responses
2020 – 59 responses
2021 YTD through May 19, 2021 – 28 responses

Indian Land has no aerial apparatus to report on.

ISO Information: Section 540(A) Number of Needed Ladder Companies of the current ISO Guide states:

Individual ladder/service response areas with at least 5 buildings of 3 stories or 32 feet or more in height (ground to eaves) or at least 5 buildings with a Needed Fire Flow greater than 3,500 GPM or with 5 buildings meeting any combination of those criteria must have a ladder company.

When no individual response area needs a ladder company, the fire protection area needs at least 1 ladder company if buildings in the fire protection area meet the criteria above.

Darren can provide copies of the full section 540 of the ISO Guide if desired. Please note that the standard creditable response area for a ladder company is a 2½ road mile radius from the station. This is why a uniquely shaped fire district, such as Pleasant Valley, may need more than one ladder company.

SW

cc: Kim Belk, Interim Deputy Administrator
Darren Player, Director Fire Rescue and Emergency Management

Lancaster County EMS
PO Box 1809
Lancaster, SC 29721
803-283-4134
www.laems.net
Safety, Service, and Stewardship

Lancaster County Council,

I am writing a brief memo in support of an upcoming budget consideration. My support is for the purchase of a Mobile Command Post, which will be utilized by all County Public Safety Departments. This purchase request has been submitted by the Lancaster County Fire Rescue Department.

This Mobile Command Post, which current we do not have, will ensure that large events where multiple agencies are present will have one central location for planning. While we hope those large scale events never happen, we currently have several events that happen in our county we could use this now.

I will be happy to discuss this further but wanted to provide you a written document of my support for this potential budget purchase discussion.

Clay Catoe, Director
Lancaster County EMS

Lancaster County
Sheriff's Office

Sheriff Barry S. Faile

June 7, 2021

County Administrator Steve Willis
Lancaster County
101 N. Main Street
Lancaster, South Carolina 29720

Mr. Willis,

I am writing to express my support for a mobile command center for Lancaster County Sheriff's Office. A mobile command center will be very beneficial for law enforcement staff when there is a critical incident within the county or those events that may last longer than a few hours. A mobile command center will also be beneficial when there is a mutual aid request from another agency.

The mobile command center will act as a centralized location where deputies and staff can meet as they rotate on and off a scene. In addition, a mobile command center will also allow for space for briefings during an incident. If necessary, the mobile command center can act as interview space for people involved in an incident.

A well-equipped mobile command center will allow for internet access, cameras, and other equipment, which will allow our deputies and staff to perform functions of their jobs, such as reports and surveillance when needed. We will also be able to utilize a mobile command center during several events throughout the year, such as annual camp meetings, community events, and other events requiring us to be out in the community or on a critical scene for long periods of time.

A mobile command center will add to our agencies effectiveness, as well as our ability to assist other agencies when called upon. I appreciate your consideration for the purchase of a mobile command center.

Respectfully,

Barry Faile,
Sheriff

P.O. Box 908 • Lancaster, South Carolina 29721
1520 Pageland Highway • Lancaster, South Carolina 29720
Phone: (803) 283-3388 • Fax: (877)-636-7980
Web address: www.lacoso.net

Station	2020	20/21	21/22	22/23	23/24	24/25
		3% increase	3% increase	3% increase	3% increase	3% increase
City	$1,800,000.00	$1,854,000.00	$1,909,620.00	$1,966,908.60	$2,025,915.86	$2,086,693.33
Pleasant Valley	$1,800,000.00	$1,854,000.00	$1,909,620.00	$1,966,908.60	$2,025,915.86	$2,086,693.33
Indian Land	$1,800,000.00	$1,854,000.00	$1,909,620.00	$1,966,908.60	$2,025,915.86	$2,086,693.33
Elgin	$1,475,000.00	$1,519,250.00	$1,564,827.50	$1,611,772.33	$1,660,125.49	$1,709,929.26
Command Post	$875,000.00	$901,250.00	$928,287.50	$985,000.00	$1,014,550.00	$1,044,986.50
		$7,982,500.00	$8,221,975.00	$8,497,498.13	$8,752,423.07	$9,014,995.76
Prices listed are for fully eqippped Ladder trucks. Price increase is figured on 3% compounded yearly.						

Lancaster County, South Carolina

General Obligation Bonds, Series 2022

Special Obligation Bonds, Series 2022

(Estimated Rated Transaction)

Cash Flow Comparison @ 1.6127924%

DATE	General Obligation Bonds	Special Obligation Bonds	Savings	PV Factor	PV Savings
12/31/2022	121,800.00	123,075.00	1,275.00	0.9920005x	1,264.80
12/31/2023	672,075.00	679,550.00	7,475.00	0.9761931x	7,346.44
12/31/2024	673,800.00	681,125.00	7,325.00	0.9606375x	7,084.70
12/31/2025	670,150.00	677,325.00	7,175.00	0.9453299x	6,829.44
12/31/2026	671,125.00	678,150.00	7,025.00	0.9302661x	6,580.50
12/31/2027	671,650.00	678,525.00	6,875.00	0.9154424x	6,337.78
12/31/2028	671,725.00	678,450.00	6,725.00	0.9008549x	6,101.11
12/31/2029	671,350.00	677,925.00	6,575.00	0.8864998x	5,870.37
12/31/2030	670,525.00	681,875.00	11,350.00	0.8723735x	9,977.06
12/31/2031	674,175.00	680,300.00	6,125.00	0.8584723x	5,296.91
12/31/2032	672,300.00	678,275.00	5,975.00	0.8447927x	5,085.28
12/31/2033	674,900.00	680,725.00	5,825.00	0.8313309x	4,879.04
12/31/2034	671,975.00	677,650.00	5,675.00	0.8180838x	4,678.09
12/31/2035	673,525.00	679,050.00	5,525.00	0.8050477x	4,482.30
12/31/2036	674,475.00	679,850.00	5,375.00	0.7922193x	4,291.56
12/31/2037	669,900.00	680,050.00	10,150.00	0.7858820x	7,976.70
Total	**$10,205,450.00**	**$10,311,900.00**	**$106,450.00**	**-**	**$94,082.08**

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1742
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to approve issuance and sale of not to exceed $4,1000,000.00 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3.

Points to Consider:
Pursuant to Ordinance No. 2016-1393 enacted on November 14, 2016 (the "2016A-2/A-3 Bond Ordinance"), the Council authorized the issuance and sale by the County of not exceeding $8,000,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, in one or more series (the "Authorized Bonds"), secured by the Assessments imposed within Bond Area 2 or Bond Area 3; in December 2016, the County issued $3,380,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (the "2016A-2 Bonds"), leaving $4,620,000 principal amount of Authorized Bonds which are still available for issuance.

At the request of Lennar Carolinas, LLC, the primary land owner within Bond Area 3, the County has received a proposal (the "Proposal") from Preston Hollow Capital, LLC, a non-bank municipal specialty finance company experienced in purchasing and owning similar assessment revenue bonds issued in South Carolina and throughout the United States ("PHC"), pursuant to which PHC proposes to purchase the Series 2021A-3 Bonds. By Resolution 1136-R2021 adopted by the Council on January 26, 2021, the County gave preliminary approval of the Proposal.

Lennar seeks approval of Lancaster County for issuance of Series 2021A-3 Bonds in a principal amount not to exceed $4,100,000 pursuant to the Series 2021A-3 Indenture, which is approximately $550,000 less than the available amount of the Authorized Bonds (e.g., $4,620,000) available to be issued for improvements in Bond Area 3 on the date hereof.

The proceeds of the 2021A-3 Bonds are expected to be applied to finance a portion of certain public infrastructure located in and supporting certain sub-phases of Phase 4 of the Development as follows (the remaining portion to be held by the Developer):

Type of Infrastructure	Phase 4-1	Phase 4-2	Phase 4-3	Phase 4-4	Phase 4-5	Total
Roads & Paving	$ 463,263	$ 511,611	$384,124	$226,964	$ 383,971	$1,969,933
Sanitary Sewer	254,717	596,417	184,113	278,566	440,807	1,754,620
Water	302,542	391,335	232,997	231,344	254,000	1,412,218
Total	$1,020,522	$1,499,363	$801,234	$736,874	$1,078,778	$5,136,771

It is estimated that, after a portion of the bond funds are used for reserve fund and insurance costs that approximately $3,600,000.00 will be used directly on infrastructure.

After first reading of the ordinance minor scrivener's errors have been corrected. An updated, corrected ordinance is included in the agenda package. All exhibit to the ordinance have been completed and are included in the agenda package.

Funding and Liability Factors:
Not applicable as to Lancaster County.

Council Options:
Approve or deny the issuance and sale of not to exceed $4,1000,000.00 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Recommendation:
Not Applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1742	5/19/2021	Ordinance
Ordinance 2021-1742 - Exhibit A, Series 2021A Second Supplemental Indenture 3 2nd Reading Proposed Version	5/19/2021	Exhibit
Ordinance 2021-1742 - Exhibit B, Bond Placement Agreement	5/18/2021	Exhibit
Ordinance 2021-1742 - Exhibit C, Private Placement Agreement	5/19/2021	Exhibit
Ordinance 2021-1742 - Exhibit D, Continuing Disclosure Agreement	5/18/2021	Exhibit
Ordinance 2021-1742 - Exhibit E, Updated Assessment Roll	5/19/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021- 1742**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $4,100,000 PRINCIPAL AMOUNT WALNUT CREEK IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2021A-3; TO PROVIDE FOR THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE THERETO, A BOND PLACEMENT AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER RELATED DOCUMENTS FOR THE SERIES 2021A-3 BONDS; TO APPROVE AN UPDATED ASSESSMENT ROLL A FOR BOND AREA 3; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the Series 2021A-3 Indenture as defined herein, as the context requires. The term:

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

"Administrative Expenses" means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District or the Series 2021A-3 Indenture, as applicable, or any supplemental indenture to either of the foregoing, including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, County Assessor, County Auditor and County Treasurer (as such terms are defined in the Series 2021A-3 Indenture) and the County's finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Series 2021A-3 Indenture).

"Assessment" means an assessment imposed under the Act.

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

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

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

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

"Assessment Roll A-2" means the Assessment Roll A for Bond Area 2 originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-3" means the Assessment Roll A for Bond Area 3 originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

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

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

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

"Bond Placement Agreement" means the Bond Placement Agreement between the Placement Agent and the County.

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

"Commercial Parcel" means the approximately 10.1 acre parcel of real property within Bond Area 3 which is identified as Tax Parcel No. 0020-00-002.02.

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

"Council" means the Lancaster County Council.

"County" means Lancaster County, South Carolina.

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

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

"Improvement District Ordinance" means Ordinance No. 713 enacted by the Council on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted by the Council on May 22, 2006, and as amended by Ordinance No. 2015-1367 enacted by the Council on December 14, 2015, Ordinance No. 2016-1393 enacted by the Council on November 14, 2016 and Ordinance No. 2019-1602 enacted on September 9, 2019, as may be amended from time to time.

"Master Indenture" means the Amended and Restated Master Trust Indenture dated February 11, 2016, as heretofore amended and supplemented, between the County and the Trustee.

"Placement Agent" means FMSbonds, Inc., as Placement Agent for the Series 2021A-3 Bonds.

"Series 2006 Bonds" means the Series 2006A Bonds and the Series 2006B Bonds.

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

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

"Series 2021A-3 Bonds" means the not to exceed $4,100,000 principal amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3, to be dated such date as may be determined by the Chairman of Council and the County Administrator with advice from the County Attorney.

"Series 2021A-3 Debt Service Reserve Account" means the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of the Supplemental Indenture.

"Series 2021A-3 Debt Service Reserve Requirement" has the meaning set forth in Section 4.01(f) of the Series 2021A-3 Second Supplemental Indenture.

"Series 2021A-3 Indenture" means the Master Indenture, as supplemented by the Series 2021A-3 Second Supplemental Indenture.

"Series 2021A-3 Project" shall mean the portions of the Project (as defined in the Indenture) being financed with the Series 2021A-3 Bonds issued hereunder; for the avoidance of doubt, the Series 2021A-3 Project does not include any improvements within or benefitting the Commercial Parcel.

"Series 2021A-3 Second Supplemental Indenture" means the Second Supplemental Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, pursuant to which the Series 2021A-3 Bonds will be issued.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

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

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

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

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

(e) Pursuant to Ordinance No. 2015-1368 enacted on December 14, 2015 (the "2016A-1 Bond Ordinance"), the County issued (1) $8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds, (2) $9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for and cancellation of an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof, and (3) $4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 3) in exchange for and cancellation of an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"), of which there are $3,580,000 principal amount of the Series 2006A-3 presently outstanding.

(f) Pursuant to Ordinance No. 2016-1393 enacted on November 14, 2016 (the "2016A-2/A-3 Bond Ordinance"), the Council authorized the issuance and sale by the County of not exceeding $8,000,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, in one or more series (the "Authorized Bonds"), secured by the Assessments imposed within Bond Area 2 or Bond Area 3; in December 2016, the County issued $3,380,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (the "2016A-2 Bonds"), leaving $4,620,000 principal amount of Authorized Bonds which are still available for issuance.

(g) At the request of Lennar Carolinas, LLC, the primary land owner within Bond Area 3, the County has received a proposal (the "Proposal") from Preston Hollow Capital, LLC, a non-bank municipal specialty finance company experienced in purchasing and owning similar assessment revenue bonds issued in South Carolina and throughout the United States ("PHC"), pursuant to which PHC proposes to purchase the Series 2021A-3 Bonds. By Resolution 1136-R2021 adopted by the Council on January 26, 2021, the County gave preliminary approval of the Proposal.

(h) The proceeds of the Series 2021A-3 Bonds would be used (a) to finance the cost of the Series 2021A-3 Project, potentially including capitalized interest on the Series 2021A-3 Bonds, (b) to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement, and (c) to pay costs of issuance related to the Series 2021A-3 Bonds.

(i) PHC has represented to the County that it is a sophisticated investor with the present intent to hold the Series 2021A-3 Bonds, if issued, for its own account and not with a current view to distribution, and that ownership of the Series 2021A-3 Bonds would, until certain milestones are achieved as described in the Series 2021A-3 Second Supplemental Indenture, be restricted to "qualified institutional buyers" or "accredited investors" as defined under applicable federal securities laws, rules and regulations.

(j) In connection with the foregoing, it is proposed that the County issue the 2021A-3 Bonds pursuant to the Series 2021A-3 Indenture, such that the revenues generated from the imposition and collection of Assessment A-3 will only secure the payment of the Series 2006A-3 Bonds, the Series 2021A-3 Bonds and any Series A-3 Bonds (as defined in the Series 2021A-3 Indenture) issued hereafter for refunding purposes, and Administrative Expenses directly or indirectly attributable to Bond Area 3, and such revenues will not be pledged for the benefit of or secure any other obligations or any other Bonds (as presently defined in the Master Indenture) presently outstanding or hereafter issued pursuant to the Master Indenture, including but not limited to Bonds payable from and secured by Assessment A-1 or Assessment A-2. The County will additionally assign its interest in certain funds created pursuant to the Series 2021A-3 Indenture to the Trustee for the benefit of the owners of the Series 2021A-3 Bonds.

(k) There have been filed with the Clerk to Council forms of the 2021A-3 Second Supplemental Trust Indenture, Bond Placement Agreement, Private Placement Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Series 2021A-3 Bonds.

(l) There has been prepared and filed with the Clerk to Council an updated Assessment Roll A-3 (the "Updated Assessment Roll A-3"), which is substantially in the form of the Assessment Roll A for Bond Area 3 originally dated November 14, 2016, as last updated by the Annual Assessment Report and Update of the Assessment Roll A for Imposition of Assessments in 2020 and Collection in 2021 for Bond Area 3 dated August 28, 2020 approved by the Council by Resolution No. 1106-R2020 on September 14, 2020, but also reflects the existence and ownership of the parcels in Bond Area 3 as of March 30, 2021, the proposed issuance of the Series 2021A-3 Bonds and the reduction of Assessment A and Principal Portion of Assessment A (as such terms are defined in the Updated Assessment Roll A-3) as described in Section 10.

Section 3. Approval of Transaction.

The Council does hereby approve (a) the issuance of the Series 2021A-3 Bonds in a principal amount not to exceed $4,100,000 pursuant to the Series 2021A-3 Indenture, and the use of the proceeds of the issuance of the Series 2021A-3 Bonds for the purposes described in Section 2(h) above; and (b) the pledge and application of the revenues generated from the imposition and collection of Assessment A-3 and other funds created pursuant to the Series 2021A-3 Indenture for the benefit of the owners of the Series 2021A-3 Bonds for payment of the Series 2021A-3 Bonds (on a parity with the pledge thereon securing the payment of other Series A-3 Bonds) and Administrative Expenses attributable to Bond Area 3; provided, that for the avoidance of doubt, upon the issuance of the Series 2021A-3 Bonds, any remaining Council authorization for the Authorized Bonds (in addition to the 2016A-2 Bonds and the 2021A-3 Bonds) shall be repealed in its entirety and no further Bonds (as defined in the Master Indenture) may be issued for Bond Area 2 or Bond Area 3 pursuant to such authorization or otherwise except for refunding purposes for debt service savings as permitted under the Master Indenture.

Section 4. Approval of Series 2021A-3 Second Supplemental Indenture and Delegation of Authority.

The form, terms and provisions of the Series 2021A-3 Second Supplemental Indenture, copies of which are attached hereto as Exhibit A and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Series 2021A-3 Second Supplemental Indenture and the Series 2021A-3 Bonds, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Series 2021A-3 Second Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the Series 2021A-3 Second Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Series 2021A-3 Second Supplemental Indenture attached hereto as Exhibit A. Any amendments to the Series 2021A-3 Second Supplemental Indenture shall be executed in the same manner.

Section 5. Approval of Bond Placement Agreement and Delegation of Authority.

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

Section 6. Approval of Private Placement Memorandum and Delegation of Authority.

The Private Placement Memorandum in substantially the form attached hereto as Exhibit C (the "PPM") and filed with the Clerk to Council, be and hereby is approved for distribution and use by the Placement Agent

and PHC, as applicable. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the PPM as may be appropriate for the transactions contemplated hereby and thereby, and to approve such changes in the form, terms and provisions of and to execute and deliver the PPM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the PPM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the PPM attached hereto as Exhibit C.

Section 7. Approval of Continuing Disclosure Agreement and Delegation of Authority.

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

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

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

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-3 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 7 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the Series 2021A-3 Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2021A-3 Bonds.

Section 8. Trustee, Registrar and Paying Agent.

The County hereby appoints and, as applicable, consents to the continued appointment of Wells Fargo Bank, N.A., as Trustee, Registrar and Paying Agent with respect to the Series 2021A-3 Bonds under the terms and conditions provided in the Master Indenture and the Series 2021A-3 Indenture, as applicable. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Wells Fargo Bank, N.A. does not serve as Trustee under the Master Indenture or the Series 2021A-3 Indenture.

Section 9. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2021A-3 Bonds issued as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

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

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

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

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

Section 10. Approval of Updated Assessment Roll A-3 and Reduction of Assessments.

The Council hereby approves, confirms and adopts the Updated Assessment Roll A-3, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council. As described in Section 3 hereof, the Series 2021A-3 Bonds are being issued in a principal amount of not exceeding $4,100,000, which is approximately $520,000 less than the available amount of the Authorized Bonds (e.g., $4,620,000) previously authorized to be issued for improvements in Bond Area 3. Further, the proceeds of the Series 2021A-3 Bonds are being applied to finance the Series 2021A-3 Project, which improvements are expected to solely benefit the property within Bond Area 3 other than the Commercial Parcel. Accordingly, the Assessment A and Principal Portion of Assessment A (as such terms are defined in the Updated Assessment Roll A-3) for the Commercial Parcel are hereby reduced and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds, respectively, and the Updated Assessment Roll A-3 reflects, among other things, the issuance of the Series 2021A-3 Bonds and such reduction of Assessment A and Principal Portion of Assessment A, all as permitted by Section C.3.a and C.3.b., respectively, of Appendix A to the Updated Assessment Roll A-3.

Section 11. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to take such actions and do any and all things necessary or desirable in connection with the issuance of the Series 2021A-3 Bonds, including the execution and delivery of any agreements, certificates, directions or other documents authorized or contemplated herein or in the agreements or documents approved herein, to effect the purposes of this ordinance.

Section 12. Severability.

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

Section 13. Controlling Provisions.

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

Section 14. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose III, County Attorney

First Reading:	May 10, 2021
Second Reading:	May 24, 2021
Public Hearing:	May 24, 2021
Third Reading:	June 14, 2021

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SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

WELLS FARGO BANK, N.A.

as Trustee

Dated [•], 2021

Authorizing and Securing

$[4,070,000]
LANCASTER COUNTY, SOUTH CAROLINA
WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS
SERIES 2021A-3

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Supplemental Indenture"), dated [•], 2021 between LANCASTER COUNTY, SOUTH CAROLINA (the "Issuer"), a body politic and political subdivision organized and existing under the laws of the State of South Carolina, and WELLS FARGO BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Minneapolis, Minnesota (said national banking association and any bank or trust company becoming successor trustee under this Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a body politic and political subdivision organized and existing under the laws of the State of South Carolina, and

WHEREAS, the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) established by the Issuer is described more fully in Exhibit A to the Amended and Restated Master Trust Indenture dated February 11, 2016, as heretofore amended and supplemented (as so amended and supplemented, the "Master Indenture"), referred to as the "Improvement District" and originally consisted of approximately 868 acres of land located within the Improvement District, as such premises may be further expanded or contracted pursuant to the Act; and

WHEREAS, pursuant to the Assessment Ordinance (as defined herein), in particular Ordinance No. 2016-1393 enacted by the Council (as defined herein) on November 14, 2016 (the "Amending Ordinance"), the Improvement District was established, enlarged and amended for the purposes of financing a portion of the cost of the Improvements as identified in the Amended Improvement Plan (as defined in the Assessment Ordinance) by the imposition of assessments, by special district bonds, by revenue bonds of the Issuer, or from general revenues from any source not restricted from such use by law, or by any combination of such funding sources; and

WHEREAS, pursuant to the Assessment Ordinance, the Improvement District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area")); and

WHEREAS, the Issuer has heretofore issued (1) $8,510,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), which are currently outstanding in the principal amount of $7,105,000; (2) $9,670,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 and $3,380,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (both of which are secured solely by and payable from Assessments related to Bond Area 2), which are currently outstanding in the aggregate principal amount of $10,630,000; and (3) $4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 (secured solely by and payable from Assessments related to Bond Area 3), which are currently outstanding in the principal amount of $3,580,000 (the "Series 2006A-3 Bonds"); and

WHEREAS, pursuant to the Master Indenture and this Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"), the Issuer has determined to issue $[4,070,000] aggregate principal amount of Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Bonds, Series 2021A-3 (the "Series 2021A-3 Bonds"), to finance the cost of the Series 2021A-3 Project, to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein), and to pay costs of

issuance related to the Series 2021A-3 Bonds, and sell the Series 2021A-3 Bonds to Preston Hollow Capital, LLC (the "Purchaser"); and

WHEREAS, the Series 2021A-3 Bonds will be secured by a lien upon and pledge of Series A-3 Pledged Revenues (as defined in the Master Indenture) on a parity with the lien and pledge thereof securing the Series 2006A-3 Bonds, to the extent provided herein;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2021A-3 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2021A-3 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2021A-3 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Wells Fargo Bank, N.A., as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series A-3 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2021A-3 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2021A-3 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2021A-3 Bonds issued and to be issued under this Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Supplemental Indenture) of any one Series 2021A-3 Bond over any other Series 2021A-3 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2021A-3 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2021A-3 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition and Project Funding Agreement" shall mean one or more improvement acquisition agreements relating to the Series 2021A-3 Project, between the Developer and the Issuer.

"Amending Ordinance" shall have the meaning set forth in the recitals hereof.

"Assessment Methodology" shall mean, collectively, the Report on the Reasonable Basis of Assessments prepared by MuniCap, Inc. and adopted by the Council on January 30, 2006, as supplemented by the Report on the Reasonable Basis of Assessment A for Bond Area 2 and Bond Area 3 prepared by David Taussig & Associates, Inc. and adopted by the Council on November 14, 2016, as further amended and supplemented from time to time.

"Assessment Ordinance" shall mean Ordinance No. 713 enacted by the Council on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted by the Council on May 22, 2006, and as amended by Ordinance No. 2015-1367 enacted by the Council on December 14, 2015, Ordinance No. 2016-1393 enacted by the Council on November 14, 2016 and Ordinance No. 2019-1602 enacted on September 9, 2019, as amended and supplemented from time to time.

"Assessment Proceedings" shall mean the proceedings of the Issuer with respect to the establishment, imposition and collection of the Assessments, including the Assessment Roll A-3 relating to the Series 2021A-3 Bonds, as authorized and approved pursuant to the Assessment Ordinance.

"Assessment Roll A-3" shall mean the Assessment Roll A for Bond Area 3, originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the Issuer authorized by the Assessment Proceedings.

"Assessments" shall have the meaning set forth in the Indenture.

"Authorized Denomination" shall mean, prior to the Unrestricted Transfer Date, minimum denominations of $25,000 and any integral multiple of $5,000 in excess thereof and, after the Unrestricted Transfer Date, minimum denominations of $5,000 and any integral multiple of $5,000 in excess thereof.

"Bond Area 3" shall mean the parcels comprising a portion of the District, upon which Assessment A-3 is imposed, as described in Assessment Roll A-3 and Schedule I attached hereto.

"Completion Date" shall have the meaning set forth in Section 4.04 hereof.

"Cost" or "Costs," in connection with the Series 2021A-3 Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of improvements;

(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer, and permits and licenses obtained by the Issuer);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest coming due on the Series 2021A-3 Bonds and interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Council may determine;

(k) the cost of issuance of Series 2021A-3 Bonds, including, without limitation, advertisements and printing;

(l) the discount, if any, on the sale or exchange of Series 2021A-3 Bonds;

(m) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(n) costs of prior improvements performed by the Issuer in anticipation of the Series 2021A-3 Project;

(o) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(p) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(q) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;

(r) Administrative Expenses;

(s) taxes, assessments and similar governmental charges during construction or reconstruction of the Series 2021A-3 Project;

(t) expenses of Series 2021A-3 Project management and supervision;

(u) costs of effecting compliance with any and all governmental permits relating to the Series 2021A-3 Project;

(v) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Series 2021A-3 Project or to the financing thereof; and

(w) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Series 2021A-3 Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), and (l) above, and other expenses related to the redemption of the Series 2021A-3 Bonds to be redeemed and the Redemption Price of such Series 2021A-3 Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Council" shall mean the County Council of the Issuer.

"Defeasance Securities" shall mean, with respect to the Series 2021A-3 Bonds, to the extent permitted by law, (a) cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in clause (b) hereof), and (b) Government Obligations (including obligations issued or held in book entry form on the books of the Department of Treasury), which are non-callable and non-prepayable.

"Indenture" shall mean the Master Indenture and this Supplemental Indenture, and as further supplemented and amended with respect to matters pertaining solely to the Indenture or the Series 2021A-3 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2021A-3 Bonds).

"Interest Payment Date" shall mean June 1 and December 1 of each year, commencing _____.

"Issuer" shall mean Lancaster County, South Carolina.

"Ordinance" shall mean Ordinance No. 2021-____ enacted by the Council on _____, 2021, pursuant to which the Issuer authorized the issuance of not exceeding $[4,070,000] aggregate principal amount of its assessment bonds.

"Paying Agent" shall mean Wells Fargo Bank, N.A., and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property of the amount of Assessments encumbering its property, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment

Ordinance, the Assessment Methodology, the Assessment Roll A-3 or the Assessment Proceedings. "Prepayments" shall include, without limitation, the Series 2021A-3 Prepayment Principal.

"Principal Payment Date" shall have the meaning set forth in Section 2.05(a) hereof.

"Registrar" shall mean Wells Fargo Bank, N.A. and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Series A-3 Assessment Consultant" shall mean the Assessment Consultant for Bond Area 3, which as of the date of this Supplemental Indenture is David Taussig and Associates, Inc.

"Series A-3 Pledged Revenues" shall have the meaning set forth in the Indenture.

"Series 2021A-3 Account" or "Series 2021A-3 Accounts" shall mean any account established pursuant to this Supplemental Indenture.

"Series 2021A-3 Acquisition and Construction Account" shall mean the Account so designated, established as a separate account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Supplemental Indenture.

"Series 2021A-3 Administrative Expenses Account" shall mean the Account so designated, established as a separate account within the Administrative Expenses Fund pursuant to Section 4.01(h) of this Supplemental Indenture.

"Series 2021A-3 Bonds" shall mean the $[4,070,000] aggregate principal amount of Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Bonds, Series 2021A-3, or such other appropriate series designation, to be issued as fully registered Bonds in accordance with the provisions of the Indenture, and secured and authorized by the Indenture.

"Series 2021A-3 Debt Service Reserve Account" shall mean the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Supplemental Indenture.

"Series 2021A-3 Debt Service Reserve Requirement" shall have the meaning set forth in Section 4.01(f) of this Supplemental Indenture.

"Series 2021A-3 Fund" or "Series 2021A-3 Funds" shall mean any fund established pursuant to this Supplemental Indenture.

"Series 2021A-3 General Account" shall mean the Account so designated, established as a separate account under the Bond Redemption Fund pursuant to Section 4.01(h) of this Supplemental Indenture.

"Series 2021A-3 Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Supplemental Indenture.

"Series 2021A-3 Prepayment Account" shall mean the Account so designated, established as a separate account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Supplemental Indenture.

"Series 2021A-3 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Assessments being prepaid.

"Series 2021A-3 Principal Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Supplemental Indenture.

"Series 2021A-3 Project" shall mean the portions of the Project (as defined in the Indenture) being financed with the Series 2021A-3 Bonds issued hereunder.

"Series 2021A-3 Revenue Account" shall mean the Account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this Supplemental Indenture.

"Series 2021A-3 Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(e) of this Supplemental Indenture.

"Series 2021A-3 Sub-account" or "Series 2021A-3 Sub-accounts" shall mean any sub-account established pursuant to this Supplemental Indenture.

"Supplemental Indenture" shall mean this Second Supplemental Trust Indenture dated [•], by and between the Issuer and the Trustee, as supplemented or amended.

"Tax Certificate" shall mean the Federal Tax Certificate of the Issuer, dated the date of closing.

"Unrestricted Transfer Date" shall mean the earlier of the dates on which (1) the Series 2021A-3 Bonds have been rated at least "BBB-" or "Baa3" by S&P or Moody's, as applicable, or (2) the Value-to-Lien Ratio is at least 8:1, as evidenced by a written certificate provided by the Series A-3 Assessment Consultant to the Issuer and the Trustee.

"Value-to-Lien Ratio" shall mean the fair market value of all developed and undeveloped property in Bond Area 3, as determined by the County Assessor as of December 31 of the prior calendar year, divided by the aggregate outstanding principal amount of the Series 2006A-3 Bonds, the Series 2021A-3 Bonds and any other Series of Bonds hereafter issued under the Indenture which are secured by a lien upon and pledge of Series A-3 Pledged Revenues.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the forms of Series 2021A-3 Bonds attached hereto), refer to the entire Indenture.

Every "request", "requisition", "order", "demand", "application", "notice", "statement", "certificate", "consent", or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Authorized Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[End of Article I]

ARTICLE II

THE SERIES 2021A-3 BONDS

SECTION 2.01. Amounts and Terms of Series 2021A-3 Bonds; Issuance of Series 2021A-3 Bonds. No Series 2021A-3 Bonds may be issued under this Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Indenture. The Series 2021A-3 Bonds being issued under this Supplemental Indenture shall constitute "Series A-3 Bonds" and a Series of Bonds within the meaning of the Indenture, and are secured by a lien and pledge of the Series A-3 Pledged Revenues on a parity with the lien and pledge thereof securing the Outstanding Series 2006A-3 Bonds and any other Series A-3 Bonds (as defined in the Master Indenture) hereafter issued under the Indenture from time to time.

(a) Subject to the provisions of Section 2.06 hereof, the total principal amount of Series 2021A-3 Bonds that may be issued under this Supplemental Indenture is expressly limited to $[4,070,000]. The Series 2021A-3 Bonds shall be numbered consecutively from A-3R-1 and upwards.

(b) Any and all Series 2021A-3 Bonds shall be issued substantially in the forms attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Ordinance. The Issuer shall issue the Series 2021A-3 Bonds upon execution of this Supplemental Indenture and satisfaction of the requirements of Section 2.06 hereof; and the Trustee shall, at the Issuer's request, authenticate such Series 2021A-3 Bonds and deliver them to the Purchaser as specified in the request.

SECTION 2.02. Execution. The Series 2021A-3 Bonds shall be executed by the Issuer as set forth in the Indenture.

SECTION 2.03. Authentication. The Series 2021A-3 Bonds shall be authenticated as set forth in the Indenture. No Series 2021A-3 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2021A-3 Bonds.

(a) The Series 2021A-3 Bonds are being issued hereunder to finance the Costs of the Series 2021A-3 Project, to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement, and to pay costs of issuance related to the Series 2021A-3 Bonds. The Series 2021A-3 Bonds shall be designated "Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3", and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2021A-3 Bonds shall be dated their respective dates of delivery. Interest on the Series 2021A-3 Bonds when issued shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2021A-3 Bonds, when issued, shall accrue and be payable from their dates of delivery to the next Interest Payment Date and, thereafter, from the most recent Interest Payment Date to which interest has been paid.

(c) The principal or Redemption Price of and the interest on the Series 2021A-3 Bonds shall be payable in lawful money of the United States of America. Except as otherwise provided in Section 2.07 of this Supplemental Indenture in connection with a book entry only system of registration

of the Series 2021A-3 Bonds, the payment of principal or Redemption Price of and interest on the Series 2021A-3 Bonds shall be made on each Principal Payment Date (or earlier redemption date) or Interest Payment Date, respectively, to the Owners of the Series 2021A-3 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable payment date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the business day immediately prior to a Principal Payment Date or redemption date or the Regular Record Date (as applicable), at his address as it appears on the Bond Register. Any interest on any Series 2021A-3 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2021A-3 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2021A-3 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2021A-3 Bonds.

(a) The Series 2021A-3 Bonds will mature (subject to prior redemption as provided herein) on December 1, 2045 (the "Principal Payment Date"), and bear interest at a rate per annum of 6%.

(b) Interest on the Series 2021A-3 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2021A-3 Bonds on the day before the default occurred.

SECTION 2.06. Conditions to Issuance of Series 2021A-3 Bonds . The Series 2021A-3 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, and the Trustee shall authenticate and deliver an amount of the Series 2021A-3 Bonds for original issue, to the Purchaser, upon receipt by the Trustee of the following documents:

(1) An originally executed or certified copy of the Acquisition and Project Funding Agreement;

(2) An order of the Issuer to the Trustee to authenticate the Series 2021A-3 Bonds and deliver said Series 2021A-3 Bonds to the Purchaser; and

(5) An Investor Representation Letter, in substantially the form attached as Exhibit B hereto, executed by the Purchaser with respect to the Series 2021A-3 Bonds to be issued.

When the documents specified above have been filed with the Trustee, and when the Series 2021A-3 Bonds shall have been executed and authenticated as required by this Supplemental Indenture, the Trustee shall deliver the Series 2021A-3 Bonds to or upon the order of the Purchaser.

The net proceeds of sale of the Series 2021A-3 Bonds of $[4,070,000] (representing the principal amount thereof) shall as soon as practicable upon the delivery thereof to the Trustee by the Issuer be deposited in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund to be applied in accordance with Section 4.04 hereof.

SECTION 2.07. Book-Entry Form of Series 2021A-3 Bonds. The Series 2021A-3 Bonds shall be issued as one fully registered bond and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer has executed a blanket letter of representations with DTC dated December 14, 1999, providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2021A-3 Bonds in the form of fully registered Series 2021A-3 Bonds in accordance with the instructions from Cede & Co.

SECTION 2.08. Appointment of Registrar and Paying Agent; Transfer Restrictions; Ratings. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2021A-3 Bonds, and hereby appoints Wells Fargo Bank, N.A., as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Wells Fargo Bank, N.A., hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges. The Issuer hereby appoints Wells Fargo Bank, N.A., as Paying Agent for the Series 2021A-3 Bonds. Wells Fargo Bank, N.A. hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

The Series 2021A-3 Bonds shall be initially purchased by the Purchaser, which has represented in the Investor Representation Letter described in Section 2.07, among other things, that it is (a) a "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended); or (b) an "accredited investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended). The Series 2021A-3 Bonds may be transferred as provided in Section 2.08 of the Master Indenture; provided that, prior to the Unrestricted Transfer Date, such Series 2021A-3 Bonds may be transferred in whole or in part only to (i) "qualified institutional buyers" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended); or (ii) "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended).

Upon the delivery to the Trustee of (a) the written direction of all of the owners of the Series 2021A-3 Bonds presented for exchange, (b) an opinion of Bond Counsel substantially to the effect that the exchange described in this paragraph will not, in and of itself, cause interest on the Series 2021A-3 Bonds received by the owner or beneficial owner thereof to be included in the gross income of such owner or beneficial owner for federal income tax purposes, and (c) all of the Outstanding Series 2021A-3 Bonds presented for exchange, the Issuer shall execute and the Trustee shall authenticate and deliver, in exchange for such Series 2021A-3 Bonds presented for exchange, one or more serial and/or term Series 2021A-3 Bonds in such principal amounts, bearing interest at such rates, maturing on such dates and being subject to mandatory sinking fund redemption on such dates as are specified in such written direction of such owners; provided, however, that the annual Debt Service in each Fiscal Year of such serial and/or term Series 2021A-3 Bonds shall be less than or equal to the annual Debt Service in such

Fiscal Year on the Series 2021A-3 Bonds Outstanding presented for exchange immediately prior to such exchange. All costs and expenses of such exchange, including the costs for new CUSIP numbers and DTC registration, the costs and expenses of the Issuer (including fees, costs and expenses of any attorneys or consultants retained by it in connection therewith), the costs and expenses of the Trustee (including fees, costs and expenses of any attorneys retained by it in connection therewith) and the fees, costs and expenses of Bond Counsel, shall be paid by the owners of the Series 2021A-3 Bonds presented for exchange. The Series 2021A-3 Bonds delivered to the Trustee in exchange for such serial and/or term Series 2021A-3 Bonds shall be cancelled by the Trustee and destroyed.

If so requested in writing by the holders of more than 50% in aggregate principal outstanding of the Series 2021A-3 Bonds, the Issuer shall promptly and reasonably cooperate in the solicitation of a credit rating on the Series 2021A-3 Bonds from one or more nationally recognized bond rating agencies in order to obtain a credit rating on the Series 2021A-3 Bonds. In connection with such rating solicitation, the Issuer shall consent to and reasonably cooperate in causing any rating received as a result of a solicitation thereof as provided in this subsection to be published in one or more market publications in which ratings of municipal debt obligations are published. All costs and expenses associated with such solicitation and publication incurred by the Issuer (including any advisors or consultants for the Issuer or Bond Area 3 and legal expenses of its counsel and Bond Counsel) shall be the responsibility of the owners of the Series 2021A-3 Bonds and the Issuer shall have no responsibility to pay any costs related to such solicitation.

If the Series 2021A-3 Bonds receive a rating as a result of a solicitation thereof as provided in the foregoing paragraph, the Issuer shall, if so requested in writing by the holders of more than 50% in aggregate principal outstanding of the Series 2021A-3 Bonds, reasonably cooperate in the preparation of an offering or remarketing memorandum or similar disclosure document for such Series 2021A-3 Bonds; provided, however, that the Issuer shall not be required to produce or provide information which is not publicly available or disclosed pursuant to its continuing disclosure obligations. All costs and expenses associated with such preparation of an offering or remarketing memorandum for such Series 2021A-3 Bonds (or the production or provision of information therefor) incurred by the Issuer (including any advisors or consultants for the Issuer or Bond Area 3 and legal expenses of its counsel and Bond Counsel) shall be the responsibility of the owners of the Series 2021A-3 Bonds and the Issuer shall have no responsibility to pay any costs related thereto.

SECTION 2.09. Special Obligations. The Series 2021A-3 Bonds shall be special obligations of the Issuer. Neither the Series 2021A-3 Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or indebtedness of the Issuer within the meaning of any State constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenue derived other than from a tax or license). The Series 2021A-3 Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the Issuer or a charge against the general credit or taxing power of the Issuer. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the Issuer or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2021A-3 Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2021A-3 Bonds, shall be payable solely from, and shall be secured solely by, the Series A-3 Pledged Revenues.

[End of Article II]

ARTICLE III

REDEMPTION OF SERIES 2021A-3 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2021A-3 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Indenture and in this Article III. All payments of the Redemption Price of the Series 2021A-3 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2021A-3 Bonds are to be redeemed, the particular Series 2021A-3 Bonds (or portions thereof) to be redeemed shall be allocated by the Trustee on a pro rata basis; provided, that the remaining amount of Series 2021A-3 Bonds after such partial redemption shall be in an Authorized Denomination.

(a) Optional Redemption. The Series 2021A-3 Bonds are not subject to optional redemption prior to December 1, 2031, but may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part at any time on or after December 1, 2031, at a redemption price equal to the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2021A-3 Bonds to be redeemed, without penalty, plus interest accrued to the redemption date, as follows:

(i) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within Bond Area 3 of the Improvement District specially in accordance with the provisions of Sections 4.01(g)(ii) and 4.05(a) hereof.

(ii) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Series 2021A-3 Sub-accounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts (other than the Rebate Fund), as the case may be, sufficient to pay and redeem all Outstanding Series 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) [Reserved]

(iv) [Reserved]

(v) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with Section 6.03 of the Indenture and Section 4.01(g)(i) hereof.

(vi) following condemnation or the sale of any portion of the Series 2021A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2021A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the Issuer shall describe to the Trustee in writing.

(vii) following the damage or destruction of all or substantially all of the Series 2021A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2021A-3 Project would not be economical or would be impracticable.

(viii) [Reserved]

(ix) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which shall be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the Series 2021A-3 Bonds, in accordance with Section 4.04(c) hereof.

(c) Mandatory Sinking Fund Redemption. The Series 2021A-3 Bonds are subject to mandatory redemption from moneys in the Series 2021A-3 Sinking Fund Account established under the Indenture in satisfaction of each Sinking Fund Installment at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT	YEAR	AMOUNT
2023	$67,000	2035	$121,000
2024	67,000	2036	127,000
2025	72,000	2037	136,000
2026	77,000	2038	141,000
2027	84,000	2039	151,000
2028	87,000	2040	156,000
2029	93,000	2041	162,000
2030	95,000	2042	463,000
2031	98,000	2043	489,000
2032	102,000	2044	515,000
2033	108,000	2045†	545,000
2034	114,000		

†Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the Issuer may (i) deliver to the Registrar for cancellation Series 2021A-3 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Series 2021A-3 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the Issuer and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2021A-3 Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of

the principal amount thereof, to the obligation of the Issuer on those respective mandatory redemption obligations in such order as the Issuer may direct the Registrar in writing, and the principal amount of the Series 2021A-3 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2021A-3 Bonds under any provision of this Supplemental Indenture or directed to redeem Series 2021A-3 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2021A-3 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Indenture.

[End of Article III]

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish an Acquisition and Construction Fund and an account within such Acquisition and Construction Fund designated as the "Series 2021A-3 Acquisition and Construction Account." The amounts in any account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Proceeds of the Series 2021A-3 Bonds shall be deposited into the Series 2021A-3 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Supplemental Indenture and such moneys in the Series 2021A-3 Acquisition and Construction Account shall be applied as set forth in Sections and 4.04 of this Supplemental Indenture.

(b) Pursuant to Section 6.03 of the Indenture, the Trustee shall establish an account within the Revenue Fund designated as the "Series 2021A-3 Revenue Account." Assessments (except for Prepayments of Assessments which shall be deposited in the Series 2021A-3 Prepayment Account) shall be deposited by the Trustee into the Series 2021A-3 Revenue Account, which shall be applied as set forth in Article VI of the Indenture and Section 4.02 of this Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Principal Account." Moneys shall be deposited into the Series 2021A-3 Principal Account as provided in Article VI of the Indenture and Section 4.02 of this Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Interest Account." Moneys deposited into the Series 2021A-3 Interest Account pursuant to the Indenture and Section 4.02 of this Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Sinking Fund Account." Moneys shall be deposited into the Series 2021A-3 Sinking Fund Account as provided in Article VI of the Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Indenture, the Trustee shall establish an account within the Debt Service Reserve Fund designated as the "Series 2021A-3 Debt Service Reserve Account." As of the date hereof, the Series 2021A-3 Debt Service Reserve Requirement shall initially be [$_____ [dollar amount determined at closing equal to 5% of the par amount of the Bonds]].

The amounts deposited into the Series 2021A-3 Debt Service Reserve Account pursuant to this Section 6.12(f), together with any other moneys deposited thereto pursuant to the Master Indenture, shall be applied for the purposes provided herein. On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2021A-3 Debt Service Reserve Account and transfer any excess therein above the Series 2021A-3 Debt Service Reserve Requirement to the Series 2021A-3 Interest Account, Series 2021A-3 Principal Account or Series 2021A-3 Sinking Fund Account, at the direction of the Issuer, to be used for the purposes otherwise specified herein.

(g) Pursuant to Section 6.06 of the Indenture, the Trustee shall establish separate accounts within the Bond Redemption Fund designated as the "Series 2021A-3 General Account" and the "Series 2021A-3 Prepayment Account." Except as otherwise provided in this Supplemental Indenture, moneys to be deposited into the Bond Redemption Fund as provided in Article VI of the Indenture shall be deposited to the Series 2021A-3 General Account within the Bond Redemption Fund.

(i) Moneys in the Series 2021A-3 General Account within the Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to Section 4.05 below, to make such deposits into the Rebate Fund, if any, as the Issuer may direct in accordance with the Tax Certificate, such moneys thereupon to be used solely for the purposes specified in the Tax Certificate. Any moneys so transferred from the Series 2021A-3 General Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (v), (vi), (vii) and (viii) hereof an amount of Series 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 General Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which Series 2021A-3 Bonds are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2021A-3 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than $5,000 principal amount of Series 2021A-3 Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2021A-3 Prepayment Accounts within the Bond Redemption Fund (including all earnings on investments held in such Prepayment Accounts within the Bond Redemption Fund) shall be accumulated therein to be used to the extent that the need therefor arises to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 Prepayment Accounts within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, and as directed by the Issuer pursuant to the Assessment Proceedings, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate.

(h) Pursuant to Section 6.07 of the Indenture, the Trustee shall establish a separate account within the Administrative Expenses Fund designated as the "Series 2021A-3 Administrative Expenses Account."

SECTION 4.02. Series 2021A-3 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2021A-3 Revenue Account within the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there shall be deposited into the Series 2021A-3 Administrative Expenses Account of the Administrative Expenses Fund the portion of Assessments (allocable to Assessment A-3) imposed and collected for Administrative Expenses related to Bond Area 3 and the Series A Bonds related thereto. The Trustee is authorized to pay such Administrative Expenses upon receipt of a requisition signed by an Authorized Officer;

SECOND, upon receipt but no later than the Business Day preceding each June 1 (commencing June 1, [2022], but subject to Section 4.04 hereof) to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the Series 2021A-3 Bonds becoming due on the next succeeding June 1, less any amounts on deposit in the Series 2021A-3 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding December 1, 2045, to the Series 2021A-3 Principal Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of Series 2021A-3 Bonds Outstanding maturing on December 1, 2045, less any amounts on deposit in the Series 2021A-3 Principal Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding each December 1 (commencing December 1, [2022], but subject to Section 4.04 hereof) to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the Series 2021A-3 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the Series 2021A-3 Interest Account not previously credited;

FIFTH, no later than the Business Day next preceding each December 1, commencing December 1, [•] through [•], to the Series 2021A-3 Sinking Fund Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of the Series 2021A-3 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the Series 2021A-3 Sinking Fund Account not previously credited;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2021A-3 Bonds remain Outstanding, to the Series 2021A-3 Debt Service Reserve Account, an amount from the Series 2021A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-3 Debt Service Reserve Requirement for the Series 2021A-3 Bonds; and

SEVENTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Series 2021A-3 Revenue Account which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the Series 2021A-3 General Account within the Bond Redemption Fund as determined by the Issuer in accordance with the provisions hereof. Assessment prepayments shall be deposited directly into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund as provided in the Indenture.

SECTION 4.03. Power to Issue Series 2021A-3 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2021A-3 Bonds, to execute and deliver the Indenture and to pledge the Series A-3 Pledged Revenues for the benefit of the Series 2021A-3 Bonds to the extent set forth herein. The Series A-3 Pledged Revenues are not, and without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the Series 2021A-3 Bonds, shall not be subject to any other lien senior to or on a parity with the lien or pledge created in favor of the Series 2021A-3 Bonds, except for the lien and pledge thereon securing the Series 2006A-3 Bonds, which shall not exceed $3,580,000, and any Series A-3 Bonds (as defined in the Master Indenture) issued for the purpose of refunding for debt service savings in every year that the Series 2021A-3 Bonds are outstanding all or a portion of the Series 2006A-3 Bonds or the Series 2021A-3 Bonds (the "Refunding Series A-3 Bonds"). Except for Refunding Series A-3 Bonds, no additional bonds or indebtedness secured by a lien on the Series A-3 Pledged Revenues or by any Assessments on any property in Bond Area 3 shall be issued by the Issuer without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the Series 2021A-3 Bonds. The Series 2021A-3 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2021A-3 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2021A-3 Acquisition and Construction Account. The following provisions relate to the administration and operation of the Series 2021A-3 Acquisition and Construction Account:

(a) *Deposits*. In addition to the deposit of amounts received by the Trustee on the date of issuance of the Series 2021A-3 Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series 2021A-3 Acquisition and Construction Account, as promptly as practicable, the following amounts:

(i) Payments made to the Issuer from the sale, lease or other disposition of the Series 2021A-3 Project or any portion thereof; and

(ii) The balance of insurance proceeds with respect to the loss or destruction of the Series 2021A-3 Project or any portion thereof.

Amounts in the Series 2021A-3 Acquisition and Construction Account shall be applied to pay the Cost of the Series 2021A-3 Project or a portion thereof, as applicable, pertaining to the Series 2021A-3 Bonds in question; provided, however, that if any amounts remain in the Series 2021A-3 Acquisition and Construction Account after the Completion Date of the Series 2021A-3 Project or portion thereof pertaining to the Series 2021A-3 Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of such Series 2021A-3 Project, such amounts shall be transferred to the Series 2021A-3 Account of the Bond Redemption Fund for application to the redemption of Series 2021A-3 Bonds, as set forth in Section 6.06 of the Master Indenture or in this Supplemental Indenture.

(b) *Disbursements*. All payments from the Series 2021A-3 Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection. Moneys in the Series 2021A-3 Acquisition and Construction Account shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer (upon being presented with a completed requisition in the form of Exhibit C attached hereto which has been reviewed and approved in writing by the Consulting Engineer) shall immediately expedite and

file with the Trustee a fully executed requisition for the payment of any Costs of the Series 2021A-3 Project; provided, however, that any payment of issuance costs for, or interest coming due on, the Series 2021A-3 Bonds may be made by written direction of the County to the Trustee. Upon receipt of each such requisition and accompanying certificate or written direction of the County, the Trustee shall promptly withdraw from the Series 2021A-3 Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. All requisitions, certificates and directions received by the Trustee pursuant to this Section 4.04 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof.

(c) *Completion of Series 2021A-3 Project.* Unless otherwise specifically provided in this Supplemental Indenture, on the date of completion of the Series 2021A-3 Project, as evidenced by the delivery of a Certificate of the Consulting Engineer (the "Completion Date"), the balance in the Series 2021A-3 Acquisition and Construction Account not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, shall be transferred by the Trustee to, and deposited in, the Series 2021A-3 General Account of the Bond Redemption Fund and applied as provided in Section 3.01(b)(ix) hereof.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) Any owner of a parcel of land within Bond Area 3 of the District which is subject to the Assessments may, at its option and on a per parcel basis, or under certain circumstances described in the Assessment Roll A-3, or the Assessment Proceedings in connection with Prepayments derived from application of the "true-up" mechanism therein, shall, require the Issuer to reduce or release and extinguish the lien upon such parcel(s) by virtue of the levy of the Assessments by paying to the Issuer at any time, the amount required with respect to the Assessments levied on such parcel(s) pursuant to the Assessment Proceedings and the Assessment Roll A-3, which shall constitute Series 2021A-3 Prepayment Principal, as directed by the Issuer pursuant to the provisions of Section 4.01(g)(ii) of this Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within 40 calendar days before an Interest Payment Date), attributable to the property subject to the Assessments owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2021A-3 Bonds, in the event the amount in the Series 2021A-3 Debt Service Reserve Account will exceed the Series 2021A-3 Debt Service Reserve Requirement as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Supplemental Indenture of Series 2021A-3 Bonds, the excess amount shall be transferred from the Series 2021A-3 Debt Service Reserve Account to the Series 2021A-3 Prepayment Account within the Bond Redemption Fund, as a credit against the Series 2021A-3 Prepayment Principal, otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of an Authorized Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2021A-3 Debt Service Reserve Account to equal or exceed the Series 2021A-3 Debt Service Reserve Requirement and, after giving effect to the proposed redemption of Series 2021A-3 Bonds, there will be sufficient Series A-3 Pledged Revenues to pay the principal and interest, when due, on all Series 2021A-3 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2021A-3 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer an affidavit or affidavits, as the case may be, executed by the Issuer, to the effect that the Assessment has been paid in whole or in part and that such Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the

Issuer the Trustee shall immediately deposit the same into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund to be applied in accordance with clause (i) of Section 3.01(b) of this Supplemental Indenture, to the redemption of Series 2021A-3 Bonds or in accordance with Section 4.01(g)(ii) of this Supplemental Indenture.

[End of Article IV]

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. Interpretation of Supplemental Indenture. This Supplemental Indenture supplements the Indenture with respect to the Series 2021A-3 Bonds, and all of the provisions of the Indenture, to the extent not inconsistent herewith, are incorporated in this Supplemental Indenture by reference. To the maximum extent possible, the Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 5.02. Amendments. Any amendments to this Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Indenture.

SECTION 5.03. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Supplemental Indenture are hereby incorporated herein and made a part of this Supplemental Indenture for all purposes.

SECTION 5.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2021A-3 Bonds or the date fixed for the redemption of any Series 2021A-3 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 5.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2021A-3 Bonds.

(Signature page to follow)

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Second Supplemental Trust Indenture to be executed by the Chairman of its County Council and its seal to be hereunto affixed and attested by the Clerk to Council has caused this Second Supplemental Trust Indenture to be executed by one of its authorized officers, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

(SEAL)

ATTEST

_____
Clerk to Council

WELLS FARGO BANK, N.A., as Trustee

By:_____
Its:_____

SCHEDULE I
LIST OF PARCELS WITHIN BOND AREA 3 OF THE DISTRICT

The parcels within Bond Area 3, as described by street address and/or tax map number, and property owners, all as of December 30, 2020, are as follows:

[To insert from Exhibit B-1 to Updated Assessment Roll]

Tax Map No.	Lot Number	Owner Name	Address

EXHIBIT A

FORM OF SERIES 2021A-3 BOND

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to Lancaster County, South Carolina, or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A-3R-__ $_____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY, SOUTH CAROLINA
WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BOND, SERIES 2021A-3

Interest Rate	Maturity Date	Dated Date	CUSIP
6%			

Registered Owner: CEDE & CO.

Principal Amount: _____

Lancaster County, South Carolina (the "Issuer"), on behalf of the Walnut Creek Improvement District (the "District"), created pursuant to Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended (the "Act"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns (the "Owner"), on the Maturity Date shown hereon, unless this bond shall have been called for redemption in whole or in part and payment of the Redemption Price shall have been duly made or provided for, the Principal Amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as defined herein) to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing on June 1, [2022], until payment of said Principal Amount has been made or provided for, at the Interest Rate per annum set forth above. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that on or after the occurrence and continuance of an Event of Default under Section 9.02(a) of the Indenture relating to a failure to pay Debt Service, when due, the payment of interest and principal or Redemption Price or Sinking Fund Installment shall be made by the Paying Agent (as defined herein) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than ten days prior to the date of such proposed payment, appears on the registration books of the Registrar as the

Owner of this bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"). Payment of interest shall be made by check or draft mailed by the Paying Agent and Registrar (or by wire transfer to an account within the continental United States, and at the expense of, the Owner if such Owner requests such method of payment in writing on or prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the Owner owns not less than $1,000,000 in aggregate principal amount of the hereafter defined Series 2021A-3 Bonds). Interest on this bond will be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a duly authorized issue of bonds of the Issuer designated "Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3" in the aggregate principal amount of $[4,070,000] (the "Series 2021A-3 Bonds"), being issued under the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented, including as supplemented particularly by the Second Supplemental Trust Indenture dated [•], 2021 (as amended and supplemented, the "Indenture"), between the Issuer and Wells Fargo Bank, N.A., as trustee (the "Trustee"). The Series 2021A-3 Bonds are being issued for the purposes of (i) financing a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of water and wastewater facilities, a stormwater management system, and roads and roadway improvements in Bond Area 3 of the District (the "Series 2021A-3 Project"), (ii) to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined in the Indenture); and (iii) paying certain issuance costs.

Terms not specifically defined herein has gave the definitions given such terms in the Indenture.

THIS SERIES 2021A-3 BOND IS A SPECIAL OBLIGATION OF THE ISSUER. NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA (THE "STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE). THIS SERIES 2021A-3 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DOES NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS SERIES 2021A-3 BOND. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS SERIES 2021A-3 BOND, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE TRUST ESTATE, ALL AS PROVIDED IN THE INDENTURE.

This Series 2021A-3 Bond is issued under and pursuant to the Constitution and laws of the State, including the Act and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price

of, and the interest on, the Series 2021A-3 Bonds, the nature and extent of the security thereby created, the covenants of the Issuer with respect to the levy and collection of Assessments, the terms and conditions under which the Series 2021A-3 Bonds are or may be issued, the rights, duties, obligations and immunities of the Issuer and the Trustee under the Indenture and the rights of the Owners of the Series 2021A-3 Bonds, and, by the acceptance of this bond, the Owner assents to all of the provisions of the Indenture. The Series 2021A-3 Bonds are equally and ratably secured by the Trust Estate, without preference or priority of one bond over another. The Indenture permits the issuance of additional Bonds ranking on a parity with the Series 2021A-3 Bonds as to the lien and pledge of the Trust Estate. Additional Bonds may also be issued for the purposes of refunding Outstanding Bonds or for other purposes authorized by the Issuer.

The Series 2021A-3 Bonds are issuable only as registered bonds without coupons in current interest form in minimum denominations of (1) prior to the Unrestricted Transfer Date, $25,000 or any integral multiple of $5,000 in excess thereof and (2) after the Unrestricted Transfer Date, $5,000 and any integral multiple thereof (each, an "Authorized Denomination"). This bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota, as Registrar (the "Registrar"), upon surrender of this bond, accompanied by an assignment and a written instrument of transfer in form satisfactory to the Registrar, subject to such reasonable regulations as the Issuer or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2021A-3 Bond or Series 2021A-3 Bonds, in the same aggregate principal amount as the Series 2021A-3 Bond or Series 2021A-3 Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Minneapolis, Minnesota, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2021A-3 Bonds may be exchanged for an equal aggregate principal amount of Series 2021A-3 Bonds of the same Series, of Authorized Denominations and bearing interest at the same rate.

Optional Redemption. The Series 2021A-3 Bonds are not subject to optional redemption prior to December 1, 2031, but may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part at any time on or after December 1, 2031, at a redemption price equal to the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption:

Extraordinary Mandatory Redemption. The 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the Series 2021A-3 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within Bond Area 3 of the District in accordance with the provisions of the Indenture; or

(b) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Sub-accounts within the Series 2021A-3 Funds and Series 2021 Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(c) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Series 2021A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2021A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the Issuer shall describe to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Series 2021A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least 45 days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2021A-3 Project would not be economical or would be impracticable.

(f) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which shall be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the Series 2021A-3 Bonds, in accordance with the Indenture.

Mandatory Sinking Fund Redemption. The Series 2021A-3 Bonds are subject to mandatory redemption by the Issuer prior to their scheduled maturity from moneys in the Series 2021A-3 Principal Sub-Account in satisfaction of each Sinking Fund Installment at a Redemption Price equal to 100 percent of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT
	$

* Final Maturity

Any Series 2021A-3 Bonds that are purchased by the Issuer with amounts held to pay a Sinking Fund Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Sinking Fund Installment of Series 2021A-3 Bonds. Sinking Fund Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of Series 2021A-3 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2021A-3 Bonds.

The Trustee shall cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of Series 2021A-3 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2021A-3 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Series 2021A-3 Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Series 2021A-3 Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Series 2021A-3 Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

Except as otherwise provided in the Indenture, if less than all the Series 2021A-3 Bonds are to be redeemed, the particular Series 2021A-3 Bonds (or portions thereof) to be redeemed shall be allocated by the Trustee on a pro rata basis; provided, that the remaining amount of Series 2021A-3 Bonds after such partial redemption shall be in an Authorized Denomination.

The Owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default (as defined in the Indenture) under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021A-3 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Series 2021A-3 Bond which remain unclaimed for three (3) years after the date when such Series 2021A-3 Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall at the written request of the Issuer be repaid by the Trustee or the Paying Agent to the Issuer, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021A-3 Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture. This bond is issued with the intent that the laws of the State shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State and the ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the

issuance of this bond and the execution of the Indenture, have happened, exist and have been performed as so required. This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Lancaster County, South Carolina, South Carolina has caused this bond to bear the manual or facsimile signature of its Chairman of County Council and the official seal of the Issuer to be impressed, imprinted or reproduced hereon and attested by the signature of the Clerk to County Council.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

(SEAL)

ATTEST:

_____
Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

This Series 2021A-3 Bond is one of the Series 2021A-3 Bonds designated herein, described in the within-mentioned Indenture.

WELLS FARGO BANK, N.A., as Trustee

By:_____
Authorized Signatory

Date of Authentication:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and address of Transferee) the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

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

(Authorized Officer)

_____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UNIF GIFT MIN ACT -

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

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

EXHIBIT B

FORM OF INVESTOR REPRESENTATION LETTER

[Letterhead of Purchaser]

[Date of Delivery]

Lancaster County, South Carolina
Lancaster, South Carolina

Burr & Forman LLP d/b/a Burr Forman McNair
Columbia, South Carolina

Wells Fargo Bank, N.A., as Trustee
Columbia, Maryland

Re: $[*] Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ladies and Gentlemen:

The undersigned, authorized representative of Preston Hollow Capital, LLC, as initial purchaser (the "Purchaser") of the above-referenced bonds (the "Bonds"), does hereby represent and agree, as follows (capitalized terms used herein and not otherwise defined have the meanings given such terms in the hereinafter defined Trust Indenture):

1. The Purchaser has purchased and hereby confirms receipt of the Bonds on the date hereof at the price of 100% of the principal amount thereof, with no accrued interest, which Bonds have been issued pursuant to the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented, including as supplemented particularly by the Second Supplemental Trust Indenture dated [•], 2021 (as so amended and supplemented, the "Trust Indenture"), between Lancaster County, South Carolina (the "County") and Wells Fargo Bank, N.A., as Trustee.

2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

3. The Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and the Trust Indenture has not been qualified under the Trust Indenture Act of 1939, as amended.

4. The Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act or an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds, and which can bear the economic risk of its investment in the Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.

5. The Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a present view to or for distribution or resale of the Bonds or any part thereof, and the Purchaser does not intend at this time to dispose of all or any part of the Bonds. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Bonds.

6. The Purchaser understands that the Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

7. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the County in connection with the Bonds and other documents it has requested, including but not limited to the Private Placement Memorandum related to the Bonds, dated [DATE], and all appendices thereto, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Walnut Creek Improvement District (specifically Bond Area 3 thereof) and the Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Bonds.

8. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

9. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Trust Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the County that it will comply with the Trust Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds (without involving the County in any manner).

10. The Purchaser acknowledges that the Bonds are limited obligations of the County, payable solely from the Series A-3 Pledged Revenues described in the Trust Indenture and neither the property, the full faith and credit, nor the taxing power of the County, the State of South Carolina (the "State"), or any other political subdivision thereof, is pledged as security for the payment of the Bonds, except that the County is obligated under the Trust Indenture to assess, impose, collect or cause to be collected and enforce the payment of Assessments A-3 for the payment of the Series A-3 Bonds (including the Bonds). The Bonds do not constitute an indebtedness of the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

11. The Purchaser understands that (a) the County and Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), as Bond Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance and (b) the scope of engagement of Burr Forman McNair, as Bond Counsel, has been limited to matters set forth in its opinion based on its review of such legal proceedings as Bond Counsel deems necessary.

PRESTON HOLLOW CAPITAL, LLC

By: _____
Its: _____

EXHIBIT C

FORM OF REQUISITION

The undersigned, an Authorized Officer of Lancaster County, South Carolina (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented by the Second Supplemental Trust Indenture dated [•], 2021 (as so amended supplemented, the "Master Indenture") between the Issuer and Wells Fargo Bank, N.A., as trustee (the "Trustee"):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state costs of issuance, if applicable):

(E) The undersigned hereby certifies that the amounts set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2021A-3 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2021A-3 Project and each represents a Cost of the Series 2021A-3 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Authorized Officer

The undersigned _____ (the "Consulting Engineer") hereby certifies that this disbursement is for a Cost of the Series 2021A-3 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2021A-3 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached hereto as an exhibit.

_____
Consulting Engineer

LANCASTER COUNTY, SOUTH CAROLINA

$[4,070,000]
WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2021A-3

BOND PLACEMENT AGREEMENT

_____, 2021

Lancaster County, South Carolina
101 North Main Street
Lancaster, South Carolina 29720

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201

Ladies and Gentlemen:

In accordance with the terms and conditions and upon the basis of the representations, warranties and agreements set forth in this Bond Placement Agreement (the "***Placement Agreement***"), FMSbonds, Inc. (the "***Placement Agent***") and Preston Hollow Capital, LLC ("***PHC***"), a Delaware limited liability company, hereby offer to enter into this Placement Agreement with Lancaster County, South Carolina (the "***County***"). The Placement Agent shall serve as the exclusive placement agent in the sale by the County of its $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "***Bonds***") to PHC, as purchaser thereof.

This offer shall, unless accepted by the County, expire at 10:00 P.M. Eastern Daylight Time on the date hereof, unless previously withdrawn or extended in writing by the Placement Agent or PHC. This Placement Agreement shall be binding upon the County, PHC and the Placement Agent upon execution and delivery hereof. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Indenture or the Private Placement Memorandum (as such terms are hereinafter defined).

The Bonds are to be issued by the County, a political subdivision of the State of South Carolina (the "***State***"), pursuant to County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended (collectively, the "***Act***"), Ordinance No. 2021-____ enacted by the County Council of the County (the "***Council***") on _____, 2021 (the "***Bond Ordinance***"), and an Amended and Restated Master Trust Indenture dated as of February 11, 2016, as amended and supplemented (as so amended and supplemented, the "***Master Indenture***"), as supplemented particularly by a Second Supplemental Trust Indenture dated as of _____, 2021 (the "***Second Supplemental Indenture***" and, together with the Master Indenture, the "***Indenture***"), each by and between the County and Wells Fargo Bank, N.A., as trustee (the "***Trustee***"). The Bonds are being issued to finance the cost of the Series 2021A-3 Project, to fund the Series 2021A-3 Debt Service Reserve Account

in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined in the Indenture), and to pay costs of issuance related to the Bonds. The Bonds are payable from and secured solely by the Series A-3 Pledged Revenues (as defined in the Indenture).

As further provided in the Indenture, the Series A-3 Pledged Revenues which secure the Bonds consist of (a) revenues from the Assessments and any other revenues designated as such by the Issuer, and (b) all moneys on deposit in the Pledged Funds established under the Master Indenture in respect of the Series A-3 Bonds (as such terms are defined in the Indenture), all of which shall constitute the security for and source of payment of the Series A-3 Bonds and may consist of any source of funds not constituting a general tax as may be available and authorized by the Issuer; provided, however, that the Accounts of the Debt Service Fund and Debt Service Reserve Fund established for a particular Series of Bonds shall be pledged only to the payment of such Series of Bonds (as such terms are defined in the Indenture). The Bonds and the interest thereon do not constitute a debt of the State, the County, the City or any agency or political subdivision of the State other than the County.

The Bonds shall mature and shall bear interest as set forth in **Exhibit B** hereto.

The words "***Transaction Documents***" when used herein shall mean, individually and collectively, the following: this Placement Agreement; the Bonds; the Indenture; and the Continuing Disclosure Agreement dated as of the Closing Date, by and among the County, Lennar Carolinas, LLC (the "***Developer***"), and David Taussig and Associates, Inc., as dissemination agent (the "***Dissemination Agent***"), in substantially the form attached to the Private Placement Memorandum as Appendix F thereto (the "***Disclosure Agreement***"); provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for, or contemplate authorization, execution, delivery, approval or performance by, such party.

All certifications made hereunder or to be made under any Transaction Document by an officer or representative of the County shall be made by such officer or representative in his or her capacity solely as an officer or representative of the County, on the County's behalf, and not in such person's individual capacity. All certifications made hereunder or to be made under any Transaction Document by an officer or representative of PHC shall be made by such officer or representative in his or her capacity solely as an officer or representative of PHC, on PHC's behalf, and not in such person's individual capacity.

1. **Delivery of the Bonds**. The Bonds shall be delivered to, or upon the order of, and purchased by, PHC at the purchase price as set forth in **Exhibit B** attached hereto.

The County, PHC and the Placement Agent acknowledge and agree that: (i) the primary role of the Placement Agent is to arrange for the sale and delivery of the Bonds to PHC in accordance with DTC's DWAC procedures (as such terms are defined and described in Section 6 hereof), in an arm's-length commercial transaction between the County and PHC; (ii) the Placement Agent has financial and other interests that differ from those of the County and PHC; (iii) the Placement Agent is not acting as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), financial advisor, or fiduciary to the County or PHC; (iv) the Placement Agent has not assumed any advisory or fiduciary responsibility to the County or PHC with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or are currently providing other services to the County or PHC on other matters); (v) the only obligations the Placement Agent has to the County or PHC with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (vi) the County and PHC have consulted their own

financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

Notwithstanding the forgoing, the County, PHC, and the Placement Agent further acknowledge and agree that the Placement Agent, in addition to its primary role set forth in the immediately preceding paragraph, will use its best efforts to: (i) review the Disclosure Agreement and (ii) facilitate the filing of the Private Placement Memorandum, all in a manner substantially similar to other transactions involving the sale of municipal securities and as described in Section 3 hereof.

The County, PHC and the Placement Agent further acknowledge and agree that: (i) PHC is purchasing the Bonds for PHC's account in accordance with DTC's DWAC procedures (as described in Section 6 hereof), in an arm's-length commercial transaction between the County and PHC; (ii) PHC has financial and other interests that differ from those of the County and the Placement Agent; (iii) PHC is not acting as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), financial advisor, or fiduciary to the County or the Placement Agent; (iv) PHC has not assumed any advisory or fiduciary responsibility to the County or the Placement Agent with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether PHC has provided other services or are currently providing other services to the County or the Placement Agent on other matters); and (v) the only obligations PHC has to the County or the Placement Agent with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement.

2. **Purchase of the Bonds.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, and subject to the terms of the Indenture, PHC hereby agrees to purchase from the County, and the County hereby agrees to sell to PHC, all, but not less than all, of the Bonds.

The Bonds shall be issued in the principal amounts, shall have the maturities, shall be subject to the redemption provisions (if any) and shall bear interest at the interest rates per annum as set forth on **Exhibit B** hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Indenture.

The aggregate purchase price for the Bonds shall be $[4,070,000], representing the aggregate principal amount of the Bonds. The County agrees to pay to the Placement Agent on the date of the Closing a fee in the amount of $_____ for services rendered under this Placement Agreement, as well as its expenses described in **Schedule I** hereto, as part of the costs of issuance.

3. **Private Placement Memorandum**. The County consents to the use by the Placement Agent (subject to the right of the County to withdraw such consent for cause by written notice to the Placement Agent) of the Private Placement Memorandum dated the date hereof (the "***Private Placement Memorandum***"), in connection with the proposed offering of the Bonds. The County hereby deems the information contained in the Private Placement Memorandum to be "final" as of its date and agrees to deliver to the Placement Agent, within seven (7) Business Days after the date hereof (or within such shorter period as may be agreed to by the County and the Placement Agent or required by applicable rule), the Private Placement Memorandum executed on behalf of the County by a duly authorized officer in such quantity that the Placement Agent may reasonably request to enable the Placement Agent to provide the Private Placement Memorandum to PHC and to comply with any rules of the Municipal Securities Rulemaking Board ("***MSRB***") and the Securities and Exchange Commission (the "***SEC***"). The County authorizes the Placement Agent to file, and the Placement Agent agrees to file or cause to be filed, the Private Placement Memorandum with (i) the MSRB or its designee (including submission to the MSRB's

Electronic Municipal Market Access system ("***EMMA***") or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Private Placement Memorandum is prepared in accordance with this Placement Agreement, the Placement Agent also shall make the required submission of the amended Private Placement Memorandum to EMMA. The Placement Agent will also obtain CUSIP numbers for the Bonds.

The Private Placement Memorandum may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the County, PHC and the Placement Agent.

4. **Representations, Warranties and Agreements of the County**. The County hereby represents and warrants to the Placement Agent and PHC that:

(a) The County is and will be on the Closing Date duly organized and validly existing as political subdivision of the State. The County has full legal right, power and authority to: (i) enact the Bond Ordinance and the Assessment Ordinance (as defined in the Bond Ordinance); (ii) enter into the Transaction Documents; (iii) sell, issue and deliver the Bonds to PHC as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Private Placement Memorandum; (v) authorize and acknowledge the use of the Private Placement Memorandum and authorize the execution of the Private Placement Memorandum; and (vi) carry out and consummate the transactions contemplated by the Transaction Documents and the Private Placement Memorandum;

(b) The County has complied or will have complied at the time of Closing, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Transaction Documents and the Bonds;

(c) At meetings of the Council that were (or will be) duly called and noticed and at which a quorum was (or will be) present and acting throughout, the Council duly enacted the Bond Ordinance and the Assessment Ordinance, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein;

(d) By all necessary official action, the County has duly authorized and approved, or will by Closing duly authorize and approve, the use and delivery of the Private Placement Memorandum and the execution and delivery of the Transaction Documents and the Private Placement Memorandum, has duly authorized and approved, or will by Closing duly authorize and approve, the performance by the County of the obligations on its part contained in the Transaction Documents and the Bonds and the consummation by it of all other transactions contemplated by this Placement Agreement and the Private Placement Memorandum in connection with the issuance of the Bonds;

(e) Upon execution by the County and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Transaction Documents will constitute the legal, valid and binding obligations of the County, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(f) Except as may be expressly disclosed in the Private Placement Memorandum, the County is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the County is a party or

to which the County or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Transaction Documents and the Private Placement Memorandum, the approval of the delivery of the Private Placement Memorandum, and the enactment of the Bond Ordinance and the Assessment Ordinance, and compliance with the provisions on the County's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, nor will any such execution, delivery, enactment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County or under the terms of any such law, regulation or instrument, except as provided by the Assessment Ordinance, the Bonds and the Indenture;

(g) To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds or the Transaction Documents;

(h) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by the County of, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the consummation by the County of its obligations, to issue the Bonds, or the Bond Ordinance, the Assessment Ordinance or the Transaction Documents, have been duly obtained, except for such approvals, consents and orders as may be required under federal or state securities laws or the Blue Sky laws of any other jurisdiction in connection with the offering and sale of the Bonds;

(i) The descriptions of the Bonds and the Transaction Documents to the extent referred to in the Private Placement Memorandum, conform in all material respects to the Bonds and the Transaction Documents, respectively;

(j) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to PHC as provided herein, will be validly issued and outstanding obligations of the County, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and lien on the Series A-3 Pledged Revenues, which are on a parity with the pledge and lien thereon securing the 2006A-3 Bonds (as defined in the Indenture);

(k) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened in writing against the County: (i) contesting the corporate existence or powers of the Council or the titles of the respective officers of the Council to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Private Placement Memorandum or the collection of the Assessments and distribution thereof to the Trustee or the pledge of and lien on the Series A-3 Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the County the validity or enforceability of the Act or any action of the County in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Project, the Bond Ordinance, the Assessment Ordinance or the Transaction Documents to which the County is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Private Placement

Memorandum; (iv) contesting the federal tax-exempt status of the Bonds; or (v) contesting the completeness or accuracy of the Private Placement Memorandum or any supplement or amendment thereto;

(l) To the extent applicable, the County will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent as the Placement Agent may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Placement Agent may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the County will use its best efforts to continue such qualifications in effect so long as required for the private placement of the Bonds; provided, however, that (i) the County shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer, and (ii) the County consents to the use of drafts of the Private Placement Memorandum prior to the availability of the Private Placement Memorandum, by the Placement Agent in obtaining such qualifications, subject to the right of the County to withdraw such consent for cause by written notice to the Placement Agent.

(m) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 4) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Private Placement Memorandum do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to information concerning DTC or its affiliates or concerning information contained in the Private Placement Memorandum under the captions "DESCRIPTION OF THE 2021A-3 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "BOND AREA 3," "OTHER BOND AREAS," "THE 2021A-3 PROJECT," "TAX TREATMENT," "SUITABILITY FOR INVESTMENT," "LITIGATION" (with respect to the Developer) and "CONTINUING DISCLOSURE" (with respect to the Developer), and Appendices A, B, C, D and E thereto (collectively, the "Excluded Information");

(n) If the Private Placement Memorandum is supplemented or amended pursuant to paragraph (o) of this Section 4, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Private Placement Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading provided, however, that no representation is made with respect to the Excluded Information;

(o) If between the date of this Placement Agreement and the next business day after the Closing Date any event shall occur, of which the County has actual knowledge, which might or would cause the Private Placement Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall notify the Placement Agent thereof, and, if in the opinion of the Placement Agent such event requires the preparation and publication of a supplement or amendment to the Private Placement Memorandum, the County will at the Developer's expense supplement or amend the Private Placement Memorandum in a form and in a manner approved by the Placement Agent.

(p) Any certificate signed by an authorized officer of the County and delivered to the Placement Agent and PHC shall be deemed a representation and warranty by the County to the Placement Agent and PHC as to the statements made therein.

5. **Representations, Warranties and Agreements of PHC.** PHC hereby represents and warrants to the Placement Agent and the County that:

(a) PHC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized by law to consummate the transaction to be consummated by it under this Placement Agreement. PHC has full right, power and authority to authorize, approve, enter into, execute and deliver this Placement Agreement and to perform such other acts and things as are provided for in this Placement Agreement.

(b) The execution and delivery by PHC of this Placement Agreement and compliance with the provisions thereof, do not conflict with or constitute on the part of PHC a breach of, or a default under, any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which PHC is or may be bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of PHC, threatened against PHC wherein an unfavorable decision, ruling or finding would materially adversely affect the transaction contemplated hereby or the validity or enforceability in accordance with its terms of this Placement Agreement or the powers or authority of PHC.

(d) This Placement Agreement has been duly authorized by PHC and, when executed, shall constitute a valid and binding obligation of PHC enforceable against PHC in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally from time to time in effect and further subject to the availability of equitable remedies).

6. **Closing**. At 12:00 noon eastern standard time on [DATE] (the "***Closing Date***"), or at such other time as shall have been mutually agreed upon by the County and the Placement Agent, the County will deliver, or cause to be delivered, to PHC (or to the Trustee if so directed by PHC), and PHC will accept such delivery and pay the purchase price of the Bonds as set forth in Section 2. Payment and delivery of the Bonds shall be made by electronic means or at such other place or other means as shall be directed by PHC and is herein called the "***Closing***."

Payment for the Bonds shall be made to the Trustee for the benefit of the County in immediately available funds or such other arrangement as shall be mutually agreeable on or before the Closing. The definitive Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("***DTC***"). Upon receipt of the purchase price of the Bonds by the Trustee for the benefit of the County, the County will deliver, or cause to be delivered, the Bonds to PHC through the facilities of DTC in accordance with the Deposit/Withdrawal at Custodian ("***DWAC***") procedures of DTC.

One fully-registered Bond in the principal amount of such maturity (as set forth in **Exhibit B**) will be deposited with DTC, or delivered to and held by the Trustee pursuant to the "FAST" procedures of DTC for the benefit of DTC, not less than one Business Day prior to the Closing. The Bonds shall be available for delivery in New York, New York, at DTC, in accordance with DTC's settlement procedures, or delivered to and held by the Trustee for the benefit of DTC, at the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by PHC to accept delivery of and pay for any Bonds.

7. **Events Permitting PHC to Terminate**. Subject to the provisions of this Section 7, PHC shall have the right to terminate this Placement Agreement by notifying the County in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the County or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the County, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of PHC, affects materially and adversely the market for the Bonds, or the terms generally of obligations of the general character and credit sold through a private placement of the Bonds; (ii) the County or the Developer has, without the prior written consent of PHC, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the County or the Developer, other than in the ordinary course of its business; or (iii) any event shall have occurred or shall exist which, in the reasonable opinion of PHC, would or might cause the information contained in the Private Placement Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. **Conditions to Closing**. The obligations hereunder of each party hereto shall be subject to (i) the performance by the other parties of their respective obligations to be performed hereunder at and prior to the Closing, (ii) the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing, and (iii) the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing, (i) the representations and warranties of the County and PHC contained in this Placement Agreement shall be true and correct in all material respects as if made on and as of the date of Closing; (ii) each of the County and PHC shall have complied with all agreements and satisfied all the conditions on its part to be performed at or prior to the Closing; (iii) the Bonds shall have been duly executed, delivered and authenticated; (iv) the Private Placement Memorandum shall have been executed and delivered by the County at or prior to the Closing in sufficient time to permit the Placement Agent to comply with its regulatory obligations; (v) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have

been agreed to in writing by the Placement Agent, the County and PHC, the Closing in all events, however, to be deemed such approval; (vi) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Private Placement Memorandum; (vii) the County shall have duly enacted and there shall be in full force and effect such ordinance, including the Bond Ordinance and the Assessment Ordinance as, in the opinion of Burr & Forman LLP d/b/a Burr Forman McNair (herein called "***Bond Counsel***"), shall be necessary in connection with the transaction contemplated hereby; and (viii) the County and the Developer shall have undertaken, pursuant to the Disclosure Agreement, to provide annual and quarterly reports and notices of certain events.

(b) At or prior to the Closing, the Placement Agent, PHC, and the County shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) Bond Counsel Opinions. The approving opinion of Bond Counsel, dated the date of Closing, in substantially the form set forth in Appendix F to the Private Placement Memorandum, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel, addressed to the County, PHC, and the Placement Agent, as to the matters set forth on **Exhibit C** hereto and otherwise in form and substance acceptable to the County, PHC and the Placement Agent, and their respective counsel.

(2) Opinion of Counsel to the County. The opinion of Smith Robinson Holler DuBose and Morgan, LLC, counsel to the County, dated the date of Closing, addressed to the County, the Placement Agent, PHC, and the Trustee as to the matters set forth on **Exhibit D** hereto and otherwise in form and substance satisfactory to Bond Counsel, PHC, and the Placement Agent and their counsel.

(3) County's Closing Certificate. A certificate of the County, satisfactory in form and substance to the Placement Agent and PHC, dated the date of Closing and signed by the County Administrator of the County (the "County Administrator") to the effect that (i) each of the representations of the County contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the County has performed all obligations to be performed hereunder as of the Closing Date; (iii) the County has complied with all of its obligations under the Transaction Documents, and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing; (iv) the Private Placement Memorandum (other than with respect to the Excluded Information) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Private Placement Memorandum is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(4) No Litigation Certificate. A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the County by the Chairman of the County Council or the County Administrator (each, an "Authorized Representative") and the Clerk to Council;

(5) Trustee's Certificate. A customary authorization and incumbency certificate of the Trustee to the effect that it possesses all necessary powers and it has duly authorized and accepts its appointment to act as Trustee for the Bonds.

(6) Private Placement Memorandum. The Private Placement Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the County by any Authorized Representative.

(7) Indenture. The Indenture duly executed on behalf of the County by any Authorized Representative and by the Trustee and certified by the Clerk to Council under seal.

(8) County Ordinances. A copy of each the Bond Ordinance and the Assessment Ordinance certified by the Clerk to Council under seal as having been duly enacted by the Council of the County and as being in full force and effect.

(9) Disclosure Agreement. The Disclosure Agreement duly executed by an Authorized Representative and any authorized officer of the Developer and the Dissemination Agent.

(10) Federal Tax Certificate. A certificate of the County, dated the date of the Closing, of an Authorized Representative in form and substance satisfactory to Bond Counsel and counsel to the Placement Agent setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the *"**Code**"*), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

(11) IRS Form 8038-G. Executed copies of Internal Revenue Service Form 8038-G relating to the Bonds.

(12) Investor Letter. An executed investor letter from PHC in substantially the form annexed as **Exhibit H** hereto.

(13) Other Certificates. Other certificates listed on a closing agenda to be approved by Bond Counsel, PHC, the County and the Placement Agent, and their respective counsel, including any certificates or representations of the County required in order for Bond Counsel to deliver its required opinions.

(14) Specimen Bonds. A specimen of the Bonds.

(15) Blanket Letter of Representations. The Blanket Letter of Representations between the County and DTC with respect to the Bonds.

(16) Receipt for Purchase Price. A receipt of the County for the purchase price of the Bonds.

(17) Developer Certificate; Opinion of Counsel to Developer. Certificate of the Developer dated as of the Closing Date, in substantially the form annexed as **Exhibit E-1** hereto and an opinion of Pope Flynn, LLC, counsel to the Developer, dated as of the Closing Date, addressed to the County, PHC and the Placement Agent, in form and substance satisfactory to the Placement Agent, Placement Agent's Counsel, PHC and their Counsel, Bond Counsel and County Counsel in substantially the form annexed as **Exhibit E-2** hereto.

(18) Copy of Supplemental Engineer's Report. A copy of the [Supplemental Engineer's Report] dated [DATE], related to Bond Area 3, which may be attached as an exhibit to the Private Placement Memorandum.

(19) Certificate of Assessment Consultant. A certificate of the Assessment Consultant, in the form annexed as **Exhibit F** hereto or otherwise in form and substance acceptable to Placement Agent, Placement Agent's Counsel, PHC and their counsel, the County and their Counsel, and Bond Counsel.

(20) Copy of Assessment Roll. A copy of the Assessment Roll A for Bond Area 3, including Rate and Method of Apportionment of Assessments, as adopted by the Council on November 14, 2016 (as confirmed by the Council on December 12, 2016), as amended, and as updated by the Updated Assessment Roll A for Bond Area 3, including Rate and Method of Apportionment of Assessments, approved by the Council on [DATE] (collectively, the "***Assessment Roll***");

(21) 10b-5 Certificates. 10b-5 certificates in form and substance acceptable to PHC, the Placement Agent, and their respective counsel and Bond Counsel from David Taussig and Associates, Inc., as assessment consultant for Bond Area 3 (the "***Assessment Consultant***"), and any other third party to which information is attributed to in the Private Placement Memorandum or which has otherwise provided any appendices for inclusion as part of the Private Placement Memorandum that are not otherwise publicly available.

(22) Miscellaneous Documents. Executed copies of each of the Transaction Documents, in form and substance acceptable to the Placement Agent and its counsel, the County and County Counsel, Bond Counsel, and PHC and its counsel.

(23) Other Closing Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, PHC, the Placement Agent, or counsel to the County may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Placement Agent and PHC pursuant to this Placement Agreement shall be deemed to be in compliance with the conditions of this Placement Agreement if, but only if, in the judgment of PHC and the Placement Agent, they are satisfactory in form and substance. No condition contained in this Section shall be deemed to have been waived by PHC or the Placement Agent, unless the performance of such condition is expressly waived in a writing signed by the Placement Agent and PHC.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Placement Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Placement Agreement and unless otherwise waived, this Placement Agreement shall terminate and none of the Placement Agent, the County or PHC shall be under further obligation hereunder.

If the County shall be unable to satisfy the conditions to the obligations of PHC to purchase, to accept delivery of and to pay for the Bonds contained in this Placement Agreement, or if the obligations of PHC to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Placement Agreement, this Placement Agreement shall terminate and neither the Placement Agent nor the County shall be under any further obligation hereunder, except with regard to the respective

obligations of the County and the Placement Agent set forth in Sections 4 and 10 hereof shall continue in full force and effect.

9. **Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements of the County shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Placement Agent and (ii) delivery of and payment for the Bonds pursuant to this Placement Agreement.

(a) **Expenses.** The County agrees to pay from the proceeds of the Bonds, and neither the Placement Agent nor PHC shall be obligated to pay, any expenses incident to the performance of the County's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Placement Agreement); (ii) the cost of the preparation and printing, if applicable, of the Private Placement Memorandum and any supplements thereto, together with a reasonable number of copies which the Placement Agent may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the County, the Assessment Consultant, Bond Counsel, counsel to the Placement Agent, the Developer's counsel as it relates to work incurred in connection with the Bonds, the County's Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the County; and (v) the cost of recording any Transaction Documents or other documents or certificates that are required to be recorded pursuant to the terms of this Placement Agreement. The costs identified above shall be paid by wire transfer of immediately available funds on the date of Closing upon submission of a requisition therefor to the Trustee. If the Bonds are sold to PHC by the County, the County shall pay out of the proceeds of the Bonds the fee of the Placement Agent, as set forth in Section 2 hereof.

(b) The Placement Agent agrees to pay all advertising expenses in connection with the Bonds, if any.

10. **No Third Party Beneficiaries**. This Placement Agreement is made solely for the benefit of the County, PHC (including the successors or assigns thereof) and the Placement Agent (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof.

11. **Notices.** Any notice or other communication to be given to any of the parties hereto under this Placement Agreement may be given by delivering the same in writing at the corresponding address set forth below.

To the County:

Lancaster County, South Carolina
101 North Main Street
Lancaster, South Carolina 29720

To the Placement Agent:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180

Attention: Jon Kessler
email: jkessler@fmsbonds.com

To PHC:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
Attention: Ramiro Albarran
email: ralbarran@phcllc.com

12. **Successors**. This Placement Agreement is made for the benefit of the County, the Placement Agent and PHC (including the successors or assigns thereof) and no other person shall acquire or have any rights hereunder or by virtue hereof.

13. **Governing Law.** This Placement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

14. **Effectiveness.** This Placement Agreement shall become effective upon the execution by the appropriate officials of the County and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Placement Agreement and any prior contract between the parties hereto, the provisions of this Placement Agreement shall govern.

15. **Section Headings.** Section headings have been inserted in this Placement Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Placement Agreement and will not be used in the interpretation of any provisions of this Placement Agreement.

16. **Severability.** If any provision of this Placement Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Placement Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Personal Liability.** None of the members of the Council, nor any officer, agent, manager, lawyer, attorney, or employee of the County, shall be charged personally by the Placement Agent or PHC with any liability, or be held liable to the Placement Agent or PHC under any term or provision of this Placement Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Placement Agreement.

18. **Entire Agreement**. This Placement Agreement represents the entire agreement among the County, PHC and the Placement Agent with respect to the preparation of the Private Placement Memorandum, the conduct of the delivery and sale of the Bonds.

19. **Counterparts.** This Placement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature Page to Follow]

This Placement Agreement shall become a binding agreement among the County, PHC, and the Placement Agent when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

FMSBONDS, INC., as Placement Agent

By: _____
Name: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC

By: _____
Name: _____
Title: _____

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

Accepted and agreed to this
__th day of [DATE], 2021.

EXHIBIT A

RESERVED

SCHEDULE I

Expenses for Bonds:

[To be completed upon execution]

Expense	Amount
DALCOMP	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
Travel/Calls	
DALCOMP Wire	
TOTAL:	$

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** $[4,070,000].

2. **Basic Bond Terms:**
   (a) Date of the Bonds: [DATE]
   (b) Interest Payment Dates: June 1 and December 1 of each year, commencing June 1, 2022.
   (c) Aggregate Principal Amount of Bonds: $[4,070,000]
   (d) Maturity Date for Bonds: December 1, 2045
   (e) Interest Rate for Bonds: 6.0% per annum

3. **Redemption Provisions:**

Optional Redemption

The Bonds are not subject to optional redemption prior to December 1, 2031. The Bonds may, at the option of the County, be called for redemption prior to maturity as a whole or in part, at any time, on or after December 1, 2031, at a redemption price equal 100% of to the principal amount to be redeemed plus accrued interest, if any, to the date of redemption.

Mandatory Redemption

The Bonds are subject to mandatory redemption in part by the County by lot prior to their scheduled maturity from moneys in the Series 2021A-3 Sinking Fund Account established under the Indenture in satisfaction of Sinking Fund Installments (as defined in the Indenture) at the redemption price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT	YEAR	AMOUNT
2023	$67,000	2035	$121,000
2024	67,000	2036	127,000
2025	72,000	2037	136,000
2026	77,000	2038	141,000
2027	84,000	2039	151,000
2028	87,000	2040	156,000
2029	93,000	2041	162,000
2030	95,000	2042	463,000
2031	98,000	2043	489,000
2032	102,000	2044	515,000
2033	108,000	2045†	545,000
2034	114,000		

†Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the County may (i) deliver to the Registrar for cancellation Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption

obligation. Each Bond so delivered or previously purchased or redeemed will be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the County on those respective mandatory redemption obligations in such order as the County may direct the Registrar in writing, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement will be accordingly reduced.

Extraordinary Mandatory Redemption

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the County in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, without penalty, plus interest accrued to the redemption date, as more particularly provided in the Indentures.

[Remainder of page intentionally left blank.]

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[DATE]

Lancaster County, South Carolina
Lancaster, South Carolina

Preston Hollow Capital, LLC
Dallas, Texas

FMSbonds, Inc.
North Miami Beach, Florida

Re: $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series (the "Bonds")

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Lancaster County, South Carolina ("County"), of the above-referenced bonds ("Bonds"). This opinion is being delivered to you pursuant to paragraph 8(b)(1)) of the Bond Placement Agreement dated _____, 2021 ("Placement Agreement"), among the County, Preston Hollow Capital, LLC and FMSbonds, Inc., as placement agent ("Placement Agent"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Placement Agreement.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the County delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. The Act.

2. The Amended and Restated Master Trust Indenture dated as of February 11, 2016, as amended and supplemented (as so amended and supplemented, the "Master Indenture"), as supplemented particularly by a Second Supplemental Trust Indenture dated as of _____, 2021 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the County and Wells Fargo Bank, N.A., as trustee (the "Trustee").

3. The Placement Agreement.

4. The Private Placement Memorandum, dated _____, 2021 ("Private Placement Memorandum"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Private Placement Memorandum and assume that any such version is identical in all respects to the printed version.

5. The Bond Ordinance and the Assessment Ordinance.

6. The Continuing Disclosure Agreement, dated the date hereof ("Disclosure Agreement"), among the County, Lennar Carolinas, LLC, and David Taussig and Associates, Inc., as Dissemination Agent.

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. Each of the Placement Agreement and the Disclosure Agreement has been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the County in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

2. The Private Placement Memorandum has been duly authorized, approved and delivered by the County.

3. We have considered the information contained in the Private Placement Memorandum under the headings entitled: "DESCRIPTION OF THE 2021A-3 BONDS" (other than the information under "Book-Entry System"); "ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—Collection Procedures" and "—Delinquencies; Enforcement; Foreclosure;" "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS"; and in Appendix G of the Private Placement Memorandum entitled "EXECUTED COPIES OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE" and, based upon our review, we are of the opinion that, insofar as such statements purport to summarize certain provisions of the Bonds or the Indenture or include forms thereof or South Carolina law applicable to the imposition and collection of the Assessments, the information or summaries under such headings are accurate summaries of the Bonds or the Indenture or matters referred to therein, as applicable, or accurate forms of the Indenture (provided that we express no opinion as to the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "DESCRIPTION OF THE BONDS—Book-Entry System" or the collections information contained in Appendix D), and the information under the heading "TAX TREATMENT" is true and correct in all material respects.

4. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Indentures are presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the addressees hereof and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

EXHIBIT D

OPINION OF COUNTY COUNSEL

[DATE]

Lancaster County, South Carolina
County of Lancaster, South Carolina

Preston Hollow Capital, LLC
Dallas, Texas

FMSbonds, Inc.
North Miami Beach, Florida

Wells Fargo Bank, N.A.
Columbia, Maryland

Re: $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series

Ladies and Gentlemen:

As counsel to Lancaster County, South Carolina, a political subdivision created pursuant to the laws of the State of South Carolina (the "County"), we have considered the validity of the above-referenced bonds (the "Bonds"). This opinion is being delivered to you pursuant to paragraph 8(b)(2) of the Bond Placement Agreement dated _____, 2021 ("Placement Agreement"), among the County, Preston Hollow Capital, LLC and FMSbonds, Inc., as Placement Agent. Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Placement Agreement.

In connection therewith, we have examined:

1. The Act;

2. The Bond Ordinance and the Assessment Ordinance (together, the "Ordinances");

3. The Placement Agreement;

4. The Indentures;

5. The Private Placement Memorandum dated _____, 2021 ("Private Placement Memorandum"), relating to the Bonds, provided, however, that we have not reviewed any electronic version of the Private Placement Memorandum and assume that any such version is identical in all respects to the printed version;

6. The Continuing Disclosure Agreement, dated the date hereof ("Disclosure Agreement" and, together with the Indentures and the Placement Agreement, "County Agreements"), among the County, Lennar Carolinas, LLC and David Taussig and Associates, Inc., as Dissemination Agent; and

7. Such other documents and instruments and proceedings of the County as we have deemed relevant.

As to questions of fact material to my opinion, we have relied upon representations and other certifications of officials of the County without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that as of this date:

1. The County is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinances and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Private Placement Memorandum and to carry out the transactions contemplated by the Placement Agreement and the Private Placement Memorandum.

2. Each of the County Agreements has been duly authorized, executed and delivered by the County.

3. The County has taken all action legally required of it to enact and to implement the Ordinances and to authorize the issuance, sale and delivery of the Bonds. The Ordinances have been duly enacted by the County Council.

4. To our knowledge, except as otherwise disclosed in writing, the County is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound.

5. To our knowledge, there are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the County in connection with the enactment and implementation of the Ordinances and the execution and delivery of the Indentures and the Placement Agreement, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To our knowledge and except as disclosed in the Private Placement Memorandum, there are no proceedings or investigations pending or threatened in writing against the County in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Indentures, the Placement Agreement and the Private Placement Memorandum or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument to which the County is a party and which is used or contemplated by the foregoing.

7. None of the proceedings held or actions taken by the County with respect to the Ordinances, the County Agreements or the Bonds have been repealed, rescinded or revoked.

Whenever a statement herein is qualified by "knowledge" or "to our knowledge" or words of similar import, it is intended to indicate that, during the course of our engagement in this matter, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys in this firm who have rendered legal services for or on behalf of the County in connection with the Bonds. However, we have not undertaken any independent investigation to determine the accuracy or completeness of such statements.

We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

This opinion is rendered to and may be relied upon solely by the addressees hereof and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

SMITH ROBINSON HOLLER
DUBOSE & MORGAN, LLC

EXHIBIT E-1

CERTIFICATE OF DEVELOPER

LENNAR CAROLINAS, LLC, a Delaware limited liability company (the "Company"), DOES HEREBY CERTIFY, that:

1. This Certificate is furnished pursuant to the Bond Placement Agreement dated [DATE] (the "Placement Agreement") between Lancaster County, South Carolina (the "County"), FMSbonds, Inc. (the "Placement Agent"), and Preston Hollow Capital ("PHC") relating to the sale by the County of its $[4,070,000] aggregate principal amount of Lancaster County, South Carolina Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Placement Agreement.

2. The Company is a limited liability company organized and existing under the laws of the State of Delaware.

3. Representatives of the Company have provided certain information to the County, PHC, and the Placement Agent to be used in connection with the offering by the County of its Bonds, pursuant to a Private Placement Memorandum, dated [DATE], including the appendices attached thereto (collectively, the "Private Placement Memorandum").

4. The Company has reviewed and approved the information contained in the Private Placement Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "BOND AREA 3," "BONDOWNERS' RISKS" (as it relates to the 2021A-3 Project, the Developer, the Development and non-specific Bondholder risks), "THE 2021A-3 PROJECT," "LITIGATION" (as it relates to the Developer) and "CONTINUING DISCLOSURE" (as it relates to the Developer) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Company is not aware of any other information in the Private Placement Memorandum that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Company as described in the Private Placement Memorandum which has not been disclosed in the Private Placement Memorandum.

6. The Company hereby represents that it owns certain of the lands in the County that will be subject to the Assessments as described in the Private Placement Memorandum, and the Company hereby consents to the levy of the Assessments on the lands in the County owned by the Company. To the best of the Company's knowledge, the levy of the Assessments on the lands in the County will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Company is a party or to which its property or assets are subject.

7. The Company has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Company has not indicated its consent to,

or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

8. The Company acknowledges that the Bonds have the debt service requirements set forth in the Private Placement Memorandum and that the Assessments will be levied by the County at times, and in amounts sufficient, to enable the County to pay debt service on the Series A-3 Bonds when due, all as provided in the Assessment Roll. The Company consents to and agrees with the methodology delineated in the Assessment Roll for the imposition of the Assessments on tracts of land owned by the Developer.

9. To the best of our knowledge, after due inquiry, the Company is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Company is subject or by which the Company or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Transaction Documents or on the Development and is current in the payment of all ad valorem, federal and state taxes associated with the Development. The Company has on the date hereof or on such other date as dictated on the relevant document, executed and delivered the Transaction Documents to which it is a party.

10. Except as otherwise disclosed in the Private Placement Memorandum, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Company (a) seeking to restrain or enjoin the execution or delivery of Transaction Documents to which the Company is a party, (b) contesting or affecting the validity or enforceability of the Transaction Documents to which the Company is a party or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Company or of the Company's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Company, or (d) that would have a material and adverse effect upon the ability of the Company to (i) complete the development of lands within the County as described in the Private Placement Memorandum, (ii) pay the Assessments, or (iii) perform its various obligations as described in the Private Placement Memorandum.

11. To the best of our knowledge after due inquiry, the Company is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Private Placement Memorandum, including applying for all necessary permits. Except as otherwise described in the Private Placement Memorandum, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Company is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Company's ability to complete or cause the completion of development of the lands within the County as described in the Private Placement Memorandum and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the lands within the County as described in the Private Placement Memorandum will not be obtained as required.

12. The Company is not in default of any obligations to pay special assessments, and the Company is not insolvent.

Dated: [DATE].

LENNAR CAROLINAS, LLC

By: _____
Its: _____

EXHIBIT E-2

[DEVELOPER'S COUNSEL'S OPINION]

[DATE]

Lancaster County, South Carolina
Lancaster, South Carolina

FMSbonds, Inc.
North Miami Beach, Florida

Preston Hollow Capital, LLC
Dallas, Texas

Wells Fargo Bank, N.A.
Columbia, Maryland

Re: $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series (the "Bonds")

Ladies and Gentlemen:

We have acted as special counsel to Lennar Carolinas, LLC, a Delaware limited liability company (the "Developer") in connection with the issuance by Lancaster County, South Carolina (the "County") of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3, in the aggregate principal amount of $_____ (the "Series 2021A-3 Bonds").

This opinion is being provided pursuant to Section 8(b)(17) of the Bond Placement Agreement dated _____, 2021 (the "Placement Agreement"), among the County, FMSbonds, Inc. (the "Placement Agent"), and Preston Hollow Capital, LLC, as purchaser, relating to the issuance by the County of the Series 2021A-3 Bonds. Capitalized terms not otherwise defined herein shall have the meanings assigned to same in the Placement Agreement or the Private Placement Memorandum dated _____, 2021, relating to the Series 2021A-3 Bonds (the "Private Placement Memorandum").

I. EXAMINATIONS

In connection with this opinion, we have reviewed (1) the documents and records listed on Schedule 1 to this letter (collectively, the "Developer Documents"); and (2) the Private Placement Memorandum.

Consistent with our role as special counsel in this matter, we have conducted no independent verification or investigation of any facts or circumstances relied upon herein or of the business or affairs of the Developer or as to the accuracy or completeness of the public records. For purposes of this opinion, except for the documents specifically referenced herein as being reviewed by us, we have not made an independent review of any other agreements, contracts, instruments, writs, orders, judgments, or decrees that may have been executed by or that may now be binding upon the Developer or that may affect the property of the Developer, nor have we undertaken to review any other files of the Developer or to discuss any other matters with the Developer. Further, because we have not undertaken any investigation to

determine the existence of other documents or facts, unless expressly so stated herein, no inference as to any knowledge thereof should be implied from the fact of our representation of any party or otherwise.

We have relied as to factual matters upon representations of the Developer set forth in the Developer Documents, a certificate of the Developer and its officers and managers and certificates of public or governmental officials. In addition, in rendering the opinions expressed below, we have reviewed (i) a certificate of good standing of the Developer as a limited liability company issued by the Office of the Delaware Secretary of State on _____, 2021 (the "Certificate of Good Standing"), (ii) a certificate of authority of the Developer as a foreign limited liability company issued by the Office of the South Carolina Secretary of State on _____, 2021 (the "Certificate of Authority"), (iii) Certificate of Incorporation of Lennar Carolinas, Inc. filed in the Office of the Delaware Secretary of State on January 21, 2005, Lennar Carolinas, Inc. Certificate of Conversion filed in the Office of the Delaware Secretary of State on June 30, 2005 and Certificate of Formation of the Developer filed in the Office of the Delaware Secretary of State on June 30, 2005, (iv) Limited Liability Company Agreement of the Developer dated July 5, 2005, as amended by the First Amendment to Limited Liability Company Agreement dated as of August 2, 2005 and as further amended by the Second Amendment to Limited Liability Company Agreement dated as of July 27, 2007, and (v) Consent Resolution of the Board of Managers of the Developer dated _____, 2021. We have not independently investigated or verified the facts represented in any such certificates or information referred to in this paragraph and do not opine as to the accuracy of any such facts.

II. ASSUMPTIONS

In rendering the opinions set forth below, we have assumed the genuineness of all signatures; the legal capacity and competency of natural persons; the absence of fraud, duress, or breach of fiduciary duty in the inducement or effectuation of the subject transactions; the authenticity of all documents submitted to us as originals; the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies; and the authenticity of the originals of such duplicates or copies.

For purposes of this opinion, we have, with your permission, further assumed without independent investigation that:

(a) There has been no change in the good standing in the State of Delaware of the Developer since the date of such Certificate of Good Standing. There has been no change in the authorization of the Developer to transact business in the State of South Carolina (the "State") since the date of such Certificate of Authority.

(b) There are no existing actions, suits, or proceedings pending or threatened before any court, governmental agency, or other tribunal, which if adversely determined would prohibit, condition, or otherwise call into question the legality of, any of the actions to be taken pursuant to the Developer Documents. There are no existing outstanding and unsatisfied orders, judgments, injunctions, or decrees from any court, governmental agency or other tribunal which prohibit, condition, or otherwise call into question the legality of, the actions to be taken pursuant to the Developer Documents.

(c) Except for the Developer, each of the parties to the Developer Documents and to any document or agreement referenced in any Developer Documents which is not itself a Developer Document (collectively, the "Other Documents") has the power and authority, and the legal right, to execute and deliver, and to perform its respective obligations under the Developer Documents and the Other Documents to which it is a party, and each of the parties to the Developer Documents and the Other Documents has taken all necessary limited liability company or other necessary action to enter into, and has duly authorized, executed, and delivered, each such document, and the performance of their respective obligations thereunder will not result in any violation of the parties' respective organizational documents. The

Developer Documents constitute the valid and legally binding obligation of the parties thereto other than the Developer, and each of the Other Documents constitutes the valid and legally binding obligations of the parties thereto.

(d) The execution, delivery, and performance of the Developer Documents and Other Documents by the parties thereto (other than the Developer) do not breach or result in a default under, or require any authorization, consent, permit, or approval of, or other action by, or filing with or notice to any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction, any applicable law, statute, rule or regulation to which any of such parties is subject.

(e) The terms and conditions of the Developer Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties.

(f) All consideration exchanged in connection with the transactions contemplated by the Developer Documents is adequate.

III. OPINIONS

Subject to the assumptions, qualifications and limitations set forth in this opinion letter, it is our opinion that:

1. Based solely on the Certificate of Good Standing, the Developer is a Delaware limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware.

2. Based solely on the Certificate of Authority, the Developer is qualified as a foreign limited liability company with authority to transact business in the State.

3. The Developer has the limited liability company power to own and operate its property, to lease the property it operates as lessor, and to conduct the business in which it is currently and proposed to be engaged as described in the Private Placement Memorandum.

4. The Developer has the limited liability company power to execute and deliver, and to perform its respective obligations under the Developer Documents and the Other Documents to which it is a party, and the Developer has taken all necessary limited liability company or other necessary action to enter into, and has duly authorized each such document, and the performance of its obligations thereunder will not result in any violation of the Developer's respective organizational documents.

5. The Developer has duly executed and delivered the Developer Documents.

6. The Developer is a party to the Developer Documents and such documents constitute the valid and legally binding obligations of the Developer, enforceable against the Developer in accordance with their terms.

7. The execution and delivery by Developer of each of the Developer Documents, and the performance by Developer of its obligations thereunder, are not in contravention of any existing statute, law or regulation of the State which is applicable to Developer.

8. To our knowledge, no consent or approval of, or filing with, any governmental authority of the State is required for the execution and delivery by Developer of the Developer Documents to which

Developer is a party, or if required, the requisite consent or approval has been obtained, the requisite filing has been accomplished, or the requisite action has been taken.

9. We have had discussions with representatives of the Developer concerning the Private Placement Memorandum and the information therein concerning the Developer and the Development. Nothing has come to our attention that would lead us to believe the information contained in the Private Placement Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "BOND AREA 3," "LITIGATION" (as it relates to the Developer only) and "CONTINUING DISCLOSURE" (as it relates to the Developer only) does not accurately and fairly present the information purported to be shown or that such sections in the Private Placement Memorandum contain any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

IV. QUALIFICATIONS

The opinions expressed above are subject to the following limitations and qualifications:

(a) We express no opinion as to the effect of non-compliance by the County or the Trustee with any state or federal laws or regulations applicable to the transactions contemplated by the Developer Documents.

(b) Except as provided in paragraph 9 above, we express no opinion concerning federal or state securities laws or regulations, including, without limitation, any "Blue Sky" laws.

(c) We express no opinion concerning any federal or state antitrust laws.

(d) We express no opinion concerning any State or federal statutes, laws or regulations relating to licenses, permits or other governmental approvals.

(e) We express no opinion regarding any tax or any statute, law or regulation with respect to any tax.

(f) The enforceability of any rights and remedies in any of the Developer Documents and the availability of certain rights and remedies provided for therein, are subject to, and may be affected or limited by, the following: (i) applicable liquidation, conservatorship, insolvency, bankruptcy, reorganization, moratorium, rearrangement and other similar laws from time to time applicable to creditor's rights generally, including without limitation fraudulent conveyances, voidable preferences, non-judicial foreclosures and self-help remedies; (ii) general principles of equity (regardless of whether such enforceability is considered in equity or at law); (iii) the power of courts generally on the basis of public policy to deny enforcement of certain remedies and waivers and the enforcement of certain prohibitions to set off rights respecting monies owed; (iv) judicial determination that remedies are sought by a party with respect to a breach that is not material or does not adversely affect such party; (v) unconscionable, inequitable, or unreasonable conduct on the part of a party seeking enforcement or defenses arising as a result of such party's failure to act reasonably or in good faith or to comply with the terms of the Developer Documents, including failure to give reasonable notice; (vi) defenses arising as a consequence of the passage of time; and (vii) such other matters of law which may limit the enforceability of, or imply standards of reasonableness or good faith to, certain of the remedial provisions contained in the Developer Documents, including, without limitation, provisions which purport to provide unspecified periods to cure defaults.

(g) We express no opinion as to the enforceability of any provisions in the Developer Documents: (i) purporting to waive or affect any rights to notices or service of process; (ii) relating to delay or failure to enforce remedies; (iii) purporting to waive unmatured rights; (iv) providing for self-help, non-judicial remedies; (v) purporting to waive the right to jury trial, contest jurisdiction or venue, or assert certain defenses or counter claims; (vi) with respect to indemnification or exculpation for violations of securities laws or other laws for which indemnification or exculpation may be considered against public policy; (vii) purporting to waive statutory rights of appraisal or rights for marshaling of assets; (viii) with respect to severability, exculpation or setoff rights generally; (ix) purporting to restrict, limit, or prohibit competition or the alienation of property; (x) permitting modifications of the Developer Documents only if in writing, or stating that the Developer Documents are severable; (xi) purporting to grant any party the right to obtain a receiver, which determination is subject to equitable principles and the discretion of the courts; or (xii) with respect to the effectiveness of any of the provisions of any of the Developer Documents whereby any party waives procedural, substantive or constitutional rights or statutory provisions related to appraisal rights, disclaimers, liability limitations with respect to third parties, releases of other legal or equitable rights, or discharge of defenses or certain specified damages; (xiii) purporting to waive statutes of limitations; or (xiv) appointing an attorney-in-fact or confessing judgment. In addition, we express no opinion as to availability of specific performance, injunctive relief or other equitable remedies with respect to any provisions in the Developer Documents. We note that the award or payment of unspecified fees, including attorneys' fees, is subject to the discretion of the court before which proceedings are brought.

(h) We express no opinion as to any agreement, document, certificate, or instrument, other than the Developer Documents, that may be an exhibit to, or referred to in or contemplated by any of the Developer Documents.

(i) Our opinions herein are limited to only those statutes, laws or regulations of the State of Delaware and of the State in effect on the date hereof that a lawyer in the State exercising customary professional diligence would reasonably recognize as being directly applicable to the Developer or the Developer Documents.

(j) This opinion is strictly limited in scope and application to the laws of the State of Delaware and the laws of the State. No opinion is expressed: as to the laws of any other jurisdiction; regarding the extent to which or manner in which such other laws are applicable to matters herein addressed; whether opinions herein stated are, in whole or in part, superseded or invalidated by the application of such other laws; or as to the effect of the choice of any law selection contained in the Developer Documents. We express no opinion as to the enforceability of the Developer Documents under the laws of any state other than the State, and we express no opinion as to the enforceability of any choice of law provisions in any of the Developer Documents.

(k) We have made no examination of title to any real or personal property of any person and we express no opinion with respect thereto. Moreover, we express no opinion regarding title to, the location of, or the perfection or priority of any security interest or lien in, on or against any property (whether real or personal, tangible or intangible).

(1) We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

(m) Whenever a statement herein is qualified by "knowledge" or "to our knowledge" or words of similar import, it is intended to indicate that, during the course of our engagement in this matter, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys in this firm who have rendered legal services for or on behalf of the Developer

in connection with the Series 2021A-3 Bonds. However, we have not undertaken any independent investigation to determine the accuracy or completeness of such statements.

(n) We express no opinion as to compliance with zoning, permitting, business license or similar laws or with environmental laws or regulations by any person or entity. We express no opinion as to the applicability of any regulations, statutes, ordinances, rules and regulations of counties, towns, municipalities and special political subdivisions, including land use, zoning and subdivision laws and regulations, building codes, health codes, fire and safety codes, occupational safety codes, architectural requirements and similar matters of local law.

(o) We render no opinion as to the business or financial affairs of the Developer.

We are furnishing these opinions for the sole and exclusive benefit of the addressees and their legal counsel. The opinions expressed herein are provided to you as legal opinions only, and not as guaranties or warranties of the matters discussed herein or of any transaction or obligation. This opinion letter may not be relied upon by you for any other purpose, or relied upon by, or furnished to, any other person, firm or corporation without our prior written consent.

Very truly yours,

POPE FLYNN, LLC

Schedule 1

List of Developer Documents

APPENDIX F

CERTIFICATE OF ASSESSMENT CONSULTANT

[DATE]

Re: $[4,070,000]_ Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ladies and Gentlemen:

The undersigned representative of David Taussig and Associates, Inc. ("DTA"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to the Bond Placement Agreement dated [DATE] (the "Placement Agreement"), by and between Lancaster County, South Carolina (the "County"), Preston Hollow Capital, LLC, and FMSbonds, Inc., with respect to the County's $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Placement Agreement or the Private Placement Memorandum, dated [DATE], including the appendices attached thereto, relating to the Bonds (collectively, the "Private Placement Memorandum"), as applicable.

2. DTA has acted as Assessment Consultant to the County in connection with the sale and issuance by the County of its Bonds and has participated in the preparation of the Private Placement Memorandum.

3. In connection with the issuance of the Bonds, DTA has been retained by the County to prepare the Updated Assessment Roll A for Bond Area 3, including Rate and Method of Apportionment of Assessments dated [DATE] (the "Assessment Roll"), which Assessment Roll has been included as Appendix D to the Private Placement Memorandum. DTA hereby consents to the use of such Assessment Roll in the Private Placement Memorandum and consents to the references to it therein.

4. As Assessment Consultant, nothing has come to DTA's attention that would lead it to believe that the Private Placement Memorandum, as it relates to the County, the Series 2021A-3 Project, or any information provided by it, and the Assessment Roll, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Private Placement Memorandum under the captions "ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL," and in "APPENDIX C: UPDATED ASSESSMENT ROLL A FOR BOND AREA 3, INCLUDING RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS" and "APPENDIX D: BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST," did not as of the date of the Private Placement Memorandum and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of DTA's knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Roll and the considerations and assumptions used in compiling the Assessment Roll including the methodology and apportionment of the Assessments are reasonable. The Assessment Roll and the methodology set forth therein relating to the apportionment and imposition of the Assessments was prepared pursuant to the Act.

7. As Assessment Consultant, DTA not aware of any litigation pending or, to the best of its knowledge, threatened in writing against the County restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the County taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series A-3 Bonds, or the existence or powers of the County.

8. The Assessments, as initially imposed and as may be annually updated from time to time as permitted by resolutions enacted by the County, and in accordance with the Assessment Roll, are supported by sufficient benefit from the County's capital improvement plan, are fairly and reasonably allocated across all benefitted lands within the County, and are sufficient to enable the County to pay the debt service on the Series A-3 Bonds through the final maturity thereof.

Dated: [DATE].

DAVID TAUSSIG AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF INVESTOR LETTER

[Letterhead of Purchaser]

[Date of Delivery]

Lancaster County, South Carolina
Lancaster, South Carolina

Burr & Forman LLP d/b/a Burr Forman McNair
Columbia, South Carolina

Wells Fargo Bank, N.A., as Trustee
Columbia, Maryland

Re: $[*] Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series

Ladies and Gentlemen:

The undersigned, authorized representative of Preston Hollow Capital, LLC, as initial purchaser (the "Purchaser") of the above-referenced bonds (the "Bonds"), does hereby represent and agree, as follows (capitalized terms used herein and not otherwise defined have the meanings given such terms in the hereinafter defined Trust Indenture):

1. The Purchaser has purchased and hereby confirms receipt of the Bonds on the date hereof at the price of 100% of the principal amount thereof, with no accrued interest, which Bonds have been issued pursuant to the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented, including as supplemented particularly by the Second Supplemental Trust Indenture dated [•], 2021 (as so amended and supplemented, the "Trust Indenture"), between Lancaster County, South Carolina (the "County") and Wells Fargo Bank, N.A., as Trustee.

2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

3. The Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and the Trust Indenture has not been qualified under the Trust Indenture Act of 1939, as amended.

4. The Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act or an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds, and which can bear the economic risk of its investment in the Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.

5. The Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a present view to or for distribution or resale of the Bonds or any part thereof, and the Purchaser does not intend at this time to dispose of all or any part of the Bonds. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Bonds.

6. The Purchaser understands that the Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

7. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the County in connection with the Bonds and other documents it has requested, including but not limited to the Private Placement Memorandum related to the Bonds, dated [DATE], and all appendices thereto, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Walnut Creek Improvement District (specifically Bond Area 3 thereof) and the Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Bonds.

8. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

9. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Trust Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the County that it will comply with the Trust Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds (without involving the County in any manner).

10. The Purchaser acknowledges that the Bonds are limited obligations of the County, payable solely from the Series A-3 Pledged Revenues described in the Trust Indenture and neither the property, the full faith and credit, nor the taxing power of the County, the State of South Carolina (the "State"), or any other political subdivision thereof, is pledged as security for the payment of the Bonds, except that the County is obligated under the Trust Indenture to assess, impose, collect or cause to be collected and enforce the payment of Assessments A-3 for the payment of the Series A-3 Bonds (including the Bonds). The Bonds do not constitute an indebtedness of the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

11. The Purchaser understands that (a) the County and Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), as Bond Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance and (b) the scope of engagement of Burr Forman McNair, as Bond Counsel, has been limited to matters set forth in its opinion based on its review of such legal proceedings as Bond Counsel deems necessary.

PRESTON HOLLOW CAPITAL, LLC

By: _____

Its: _____

PRIVATE PLACEMENT MEMORANDUM

NEW ISSUE – BOOK-ENTRY ONLY **NO RATING**

LIMITED OFFERING

*In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Bond Counsel, assuming continued compliance by the County (as defined herein) with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2021A-3 Bonds (as defined herein) is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2021A-3 Bonds is not an item of tax preference in computing the federal alternative minimum tax. The 2021A-3 Bonds and the interest thereon will also be exempt from all State of South Carolina ("State"), county, municipal, school district and other taxes or assessments imposed within the State, except estate, transfer taxes and certain franchise taxes. The opinion contains greater detail, and is subject to exceptions, as noted in "**TAX TREATMENT**" herein.*

LANCASTER COUNTY, SOUTH CAROLINA
$[4,070,000] WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2021A-3

Dated: Date of Delivery **Due: December 1, 2045**

CUSIP No. _____[1] **Interest Rate: 6%**

The Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds") are being issued by Lancaster County, South Carolina (the "County"), only in fully registered form, without coupons, initially in authorized denominations of $25,000 or integral multiples of $5,000. The 2021A-3 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year consisting of twelve thirty-day months, payable semi-annually on each June 1 and December 1, commencing [June 1, 2022]. The 2021A-3 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the 2021A-3 Bonds will be made in book-entry form. Accordingly, principal of and interest on the 2021A-3 Bonds will be paid from the Pledged Revenues (as hereinafter defined) by Wells Fargo Bank, N.A., as trustee (the "Trustee") directly to DTC as the registered owner thereof. See "**DESCRIPTION OF THE 2021A-3 BONDS—Book-Entry System**" herein.

The 2021A-3 Bonds have been authorized by Ordinance No. 2021-[] enacted on [], 2021 (the "Bond Ordinance"), by the County Council (the "Council") of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the "Act")). The Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), was created by Ordinance No. 713, enacted by the Council on January 30, 2006, as heretofore amended. The 2021A-3 Bonds are being issued by the County pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and the Trustee.

The 2021A-3 Bonds are equally and ratably secured under the Indenture by a lien upon and pledge of the Pledged Revenues (on a parity with the lien and pledge thereof securing the hereinafter defined 2006A-3 Bonds), which Pledged Revenues are defined to mean (i) the revenues derived from Assessment A (as hereinafter defined) (including penalties, interest and expenses thereon) imposed in Bond Area 3 (as hereinafter defined) and collected by the County pursuant to the Act (the "Assessments"), and (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture (except for moneys transferred to the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds (as such terms are defined herein) other than the 2021A-3 Bonds, and any investment earnings on such moneys) and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

Pursuant to the Indenture, the 2021A-3 Bonds are subject to optional, extraordinary mandatory and mandatory sinking fund redemption at the times, in the amounts and at the redemption prices as more fully described herein under the caption "**DESCRIPTION OF THE 2021A-3 BONDS—Redemption Provisions.**"

The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds. See "**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**" herein.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA ("STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. SEE "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS.**"

PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.

This cover page contains certain information for quick reference only. It is not a summary of the 2021A-3 Bonds. Investors must read the entire Private Placement Memorandum to obtain information essential to the making of an informed investment decision.

The 2021A-3 Bonds are offered for delivery when, as and if issued by the County and accepted by FMSbonds, Inc., the purchaser thereof (the "Placement Agent"), and subject to the receipt of the approving legal opinion of Burr Forman McNair, Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the County by its counsel, Smith Robinson Holler DuBose and Morgan, LLC, Columbia, South Carolina. It is expected that the 2021A-3 Bonds will be delivered in book-entry form through the facilities of DTC on or about [], 2021.

This Private Placement Memorandum is dated [], 2021.

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[1] CUSIP numbers have been assigned by an independent company not affiliated with the County or the Placement Agent and are included solely for convenience of the owners of the 2021A-3 Bonds. None of the County or the Placement Agent are responsible for selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2021A-3 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to change after issuance of the 2021A-3 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of the 2021A-3 Bonds.

REGARDING USE OF THIS PRIVATE PLACEMENT MEMORANDUM

No broker, dealer, salesperson, or other person has been authorized by the County to give any information or to make any representations, other than those contained in this Private Placement Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Private Placement Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2021A-3 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the County, David Taussig and Associates, Inc., as assessment consultant (the "Consultant"), Lennar Carolinas, LLC (the "Developer"), and other sources that are believed to be reliable.

The information set forth herein has been obtained from public documents, records and other sources, including the Developer, which are believed to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of the County. The information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Private Placement Memorandum, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the County, the Developer, or the Development (as such term is defined herein), since the date hereof.

Except the information with respect to the Trustee, the Trustee has not provided, or undertaken to determine the accuracy of any of the information contained in this Private Placement Memorandum, and the Trustee makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2021A-3 Bonds, or (iii) the tax-exempt status of the interest on the 2021A-3 Bonds.

THE 2021A-3 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2021A-3 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

This Private Placement Memorandum contains certain "forward-looking statements" concerning the County, the Development, and the Developer's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the County or the Developer. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identity these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

Certain information contained in this Private Placement Memorandum may have been obtained from sources other than records of the County and the District and, while believed to be reliable, is not guaranteed as to completeness or accuracy. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Private Placement Memorandum.

COUNTY ADMINISTRATOR

Steve Willis

COUNTY COUNCIL MEMBERS

Steve Harper, Chairman
Charlene, Vice Chairwoman
Larry Honeycutt, Secretary
Allen Blackmon
Brian Carnes
Terry Graham
Billy Mosteller

COUNTY ATTORNEY

Smith Robinson Holler DuBose and Morgan, LLC,
Columbia, South Carolina

BOND COUNSEL

Burr & Forman, LLP d/b/a Burr Forman McNair
Columbia, South Carolina

DEVELOPER

Lennar Carolinas, LLC
Charlotte, North Carolina

CONSULTANT

David Taussig and Associates, Inc.
Newport Beach, California

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PRIVATE PLACEMENT MEMORANDUM SUMMARY

The following summary of certain information contained herein is qualified in its entirety by the detailed information appearing elsewhere in this Private Placement Memorandum. The reader should refer particularly to sections that are indicated for more detailed information.

The Issuer	Lancaster County, South Carolina (the "Issuer" or the "County"), a body politic and political subdivision organized and existing under the Constitution and laws of the State of South Carolina (the "State").
The Developer	Lennar Carolinas, LLC, a Delaware limited liability company (the "Developer").
The Development	Walnut Creek, formerly known as Edenmoor (the "Development"), is an 868-acre master-planned residential community located in Indian Land, Lancaster County, South Carolina. Located approximately 15 miles south of Charlotte, North Carolina, the Development consists of four major phases, each with multiple phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development. Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.
The Improvement District	Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), is a public improvement district created pursuant to the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Act"). Pursuant to Ordinance No. 2015-1367 enacted by the County Council (the "Council") of the County on December 14, 2015, the District was split into three separate geographic areas known as "Bond Areas" (e.g., "Bond Area 1", "Bond Area 2" and "Bond Area 3"); the 2021A-3 Bonds offered pursuant to this Private Placement Memorandum (and the hereinafter defined 2006A-3 Bonds which are presently outstanding) are solely payable from and secured by Assessments imposed within Bond Area 3, as more particularly described herein.

Bond Area 3	Bond Area 3 contains specific parcels within the Development as described herein. Bond Area 3 is anticipated to include 533 residential lots, which comprises Phase 4 (as hereinafter defined), as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC or its affiliates ("ELA"). The Developer is the sole developer and builder of property within Bond Area 3, other than the Commercial Parcel. The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.
Description of the 2021A-3 Bonds	The $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds") of the County are dated [], 2021, and mature on December 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest on the 2021A-3 Bonds accrues at the respective rates shown on the inside cover hereof from the date of initial delivery thereof and is payable on [June 1, 2022], and on each December 1 and June 1 thereafter until maturity or prior redemption. The 2021A-3 Bonds have been authorized by Ordinance 2021-1[] enacted by the Council on [], 2021 (the "Bond Ordinance"), pursuant to the authorization of the Act. The 2021A-3 Bonds are being issued pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and Wells Fargo Bank, N.A., a national banking association, as trustee (the "Trustee"). **PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.**
Use of Proceeds	The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve

Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds.

Redemption

The 2021A-3 Bonds are subject to optional redemption prior to maturity, in whole or in part from time to time, on and after December 1, 2031, as described herein. The 2021A-3 Bonds are also subject to Mandatory and Extraordinary Mandatory Redemption as described herein.

Mandatory Redemption

The 2021A-3 Bonds mature on December 1, 2045, and are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the date of redemption under "DESCRIPTION OF THE 2021A-3 BONDS-**REDEMPTION PROVISIONS**-***Mandatory Redemption***" herein.

Security and Source of Payment

The 2021A-3 Bonds are payable solely from and secured by a lien on and pledge of the Pledged Revenues (on a parity with the lien and pledge thereon securing the 2006A-3 Bonds), which Pledged Revenues consist of, among other things, (i) the revenues derived from Assessment A (including penalties, interest and expenses thereon) imposed on Bond Area 3 (except as provided herein) and collected by the County pursuant to the Act (the "Assessments"), (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**.

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate

Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. NO OWNER OF 2021A-3 BONDS OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY *AD VALOREM* TAXING POWER OF THE COUNTY OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE OR THE 2021A-3 BONDS.

Other Characteristics

The 2021A-3 Bonds will be issued in fully registered form, initially in authorized denominations of $25,000 or integral multiples of $5,000, and will be in book-entry-only form. See "**DESCRIPTION OF THE 2021A-3 BONDS—Book-Entry System.**"

Professionals Involved In Offering

Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Columbia, South Carolina, is serving as Bond Counsel to the County. R. Joe Harris & Associates has been engaged to update the status of the various infrastructure serving Bond Area 3 and has

	provided the Supplemental Report of Civil Engineer, included as Appendix C hereto. David Taussig and Associates, Inc., Newport Beach, California, is serving as the assessment consultant for Bond Area 3 of the District, and has developed the Updated Assessment Roll A for Bond Area 3, including the Rate and Method of Apportionment of Assessments, set forth in Appendix D hereto.
Legal Opinion	The legal opinion of Burr Forman McNair, Columbia, South Carolina, substantially in the form set forth in Appendix F hereto will be delivered on the date of delivery of the 2021A-3 Bonds.

LANCASTER COUNTY, SOUTH CAROLINA

$[4,070,000] WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2021A-3

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices hereto, is to set forth certain information in connection with the offering and issuing by Lancaster County, South Carolina (the "County"), of its $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds").

Unless otherwise defined herein, capitalized terms used throughout this Private Placement Memorandum are defined in the Master Indenture and Second Supplemental Indenture (as defined herein), executed copies or forms of which are included in Appendix H hereto.

This introduction briefly describes the contents of this Private Placement Memorandum and is qualified by reference to the entire contents hereof, including the Appendices hereto, as well as the documents summarized or described herein.

AUTHORIZATION

The 2021A-3 Bonds have been authorized by Ordinance No. 2021-[] enacted on [], 2021 (the "Bond Ordinance"), by the County Council (the "Council") of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the "Act")). The 2021A-3 Bonds are being issued pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and Wells Fargo Bank, N.A., a national banking association, as trustee (the "Trustee").

THE DISTRICT AND THE DEVELOPMENT

The Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), is a public improvement district created pursuant to the Act and Ordinance 713, enacted by the Council on January 30, 2006, as heretofore amended (as so amended, the "District Ordinance"). The District is located approximately 15 miles south of uptown Charlotte, North Carolina, approximately 12 miles from Charlotte-Douglas International Airport and approximately five miles from Interstate 485, the outer beltway around Charlotte. The District was renamed to "Walnut Creek" pursuant to the terms of the District Ordinance. In addition, the District Ordinance subdivided the District by separating the parcels comprising the Development into three bond areas: Bond Area 1, Bond Area 2, and Bond Area 3 (each a "Bond Area").

Walnut Creek, formerly known as Edenmoor (the "Development"), is an 868-acre master-planned residential community located in the County, in Indian Land, South Carolina. Located approximately 15 miles south of Charlotte, North Carolina, the Development consists of four major phases, each with multiple smaller phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development.

Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have

been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.

Maps of the Development (as defined herein) and the District, including detailed maps showing the boundaries and detailed lots within each sub-phase of the Development and each Bond Area, are shown in Appendices A and B hereto.

BOND AREA 3

Bond Area 3 ("Bond Area 3") is a sub-divided area of the District created pursuant to Ordinance No. 2016-1393 enacted by the Council on November 14, 2016. Bond Area 3 is anticipated to include 533 residential lots, which comprises Phase 4 (as hereinafter defined), as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC or its affiliates ("ELA"). The Developer is the sole developer and builder within Bond Area 3, other than the Commercial Parcel.

As of March 30, 2021, ownership of developable land within Bond Area 3 consisted of the following:

Owner	Developable Parcels/Lots	Acreage	Percentage Ownership
AG Essential Housing Multi State 2 LLC[(a)]	2	99.9	53.08%
Home Owners	117	14.8	7.85
Edenmoor Land Acquisition, LLC[(b)]	1	10.1	7.85
Lennar Carolinas, LLC[(c)]	1	54.6	5.36
Lennar Carolinas, LLC[(d)]	70	8.8	4.69
	191	188.3	100.00%

(a) Affiliate of Lennar Carolinas, LLC. Reflects ownership of unsubdivided parcels. Expected to subdivide into 316 residential lots in the future.
(b) Reflects ownership of unsubdivided parcels.
(c) Reflects ownership of unsubdivided parcels. Expected to subdivide into 31 residential lots in the future.
(d) Reflects ownership of subdivided parcels.

The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.

For information concerning the status of development and lot sales, see "**THE DEVELOPMENT—Phases of Development**" and "**—Lot Sales**" herein.

THE DEVELOPER

The Developer is Lennar Carolinas, LLC, a Delaware limited liability company. See "**THE DEVELOPER**" herein.

USE OF PROCEEDS OF THE 2021A-3 BONDS

The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the

Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds. See "**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**" and "**THE 2021A-3 PROJECT**" herein.

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS

The 2021A-3 Bonds are payable solely from and secured by a lien and pledge of the Pledged Revenues (on a parity with the lien and pledge thereof securing the $4,695,000 original principal amount of the County's Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3, which are presently outstanding in the principal amount of $3,580,000 (the "2006A-3 Bonds" and, together with the 2021A-3 Bonds, the "Series A-3 Bonds")), which Pledged Revenues consist of, among other things, Assessment A (including penalties, interest and expenses thereon) imposed on Bond Area 3 (except as provided herein) and collected by the County pursuant to the Act (the "Assessments"), the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State of South Carolina (the "State") case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**.

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

NO OBLIGATION OF COUNTY WITH RESPECT TO THE 2021A-3 BONDS

The 2021A-3 Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds or revenues other than the Trust Estate under the Indenture. The 2021A-3 Bonds do not constitute a general obligation or indebtedness of the County within the meaning of any State constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenues derived other than from a tax or license), and the 2021A-3 Bonds do not constitute either a pledge of the full faith and credit or a

charge against the general credit or taxing power of the County. No owner of 2021A-3 Bonds or any other person shall ever have the right to compel the exercise of any *ad valorem* taxing power of the County or any other public authority or governmental body to pay debt service or to pay any other amounts required to be paid pursuant to the Master Indenture, the Second Supplemental Indenture or the 2021A-3 Bonds. See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

CONSULTANTS

R. Joe Harris & Associates (the "Civil Engineer") has been engaged to update the status of the various infrastructure serving Bond Area 3 and has provided the Supplemental Report of Civil Engineer, included as Appendix C hereto. David Taussig and Associates, Inc., as assessment consultant ("DTA" or "Consultant"), developed the Updated Assessment Roll A for Bond Area 3 (the "Assessment Roll A-3"), including the Rate and Method of Apportionment of Assessments (the "Rate Study"), set forth in Appendix D hereto.

BOND OWNERS' RISKS

The purchase of the 2021A-3 Bonds involves significant risks to the registered owners of the 2021A-3 Bonds (the "Bond Owners"). Payment of debt service on the 2021A-3 Bonds may be dependent on, among other things, the commercial success of the Development and upon timely payment of the Assessments. There can be no assurance that these or any other risks will not affect the willingness or ability of the Developer and any subsequent owners of real property in the District (the "Subsequent Landowners" and, together with the Developer, "Landowners") to make timely payment of the Assessments. See "**BOND OWNERS' RISKS**" and "**SUITABILITY FOR INVESTMENT**" herein for a discussion of certain risk factors which should be considered, in addition to the matters set forth herein, when evaluating the investment quality of the 2021A-3 Bonds.

GENERAL INFORMATION RELATING TO THE 2021A-3 BONDS

The 2021A-3 Bonds will be dated the date of their delivery, will be issued in one series and will mature on December 1, 2045, and will bear interest (based on a 360-day year consisting of twelve 30-day months) from their date at a rate equal to six percent (6%) per annum, payable semiannually on June 1 and December 1 (each, an "Interest Payment Date"), commencing [June 1, 2022].

The 2021A-3 Bonds are issuable as fully registered bonds, initially in authorized denominations of $25,000 or integral multiples of $5,000. Initially, a single bond will be issued and, when issued, will be registered to Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the 2021A-3 Bonds will be made in book-entry form only.

PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.

REDEMPTION

The 2021A-3 Bonds are subject to mandatory redemption on each December 1, commencing December 1, 2023. See "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" herein.

The 2021A-3 Bonds will be subject to redemption at the option of the County as a whole or in part, at any time on or after December 1, 2031 (less than all 2021A-3 Bonds to be selected by lot), at the

redemption prices (plus accrued interest from the most recent Interest Payment Date to the redemption date) as set forth in "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" herein.

The 2021A-3 Bonds are subject to extraordinary mandatory redemption by the County prior to maturity in whole, on any date, or in part, on any Interest Payment Date, at the redemption price of 100% of the principal amount of the 2021A-3 Bonds to be redeemed, without premium, if any of the following events occur and funds are deposited into the Series 2021A-3 Prepayment Account or the Series 2021A-3 General Account within the Bond Redemption Fund in connection therewith: (i) Landowners prepay any Assessments prior to the time such Assessments are due; (ii) the amounts on deposit in the Series Accounts and Series 2021A-3 Sub-Accounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts (other than the Rebate Fund), together with other moneys available therefor, are sufficient to pay and redeem all of the 2021A-3 Bonds then Outstanding, including accrued interest thereon; (iii) excess moneys are available and transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund; (iv) after condemnation or sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund; (v) after the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund; and (vi) on or after the Completion Date, any moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the County for the payment of any remaining part of the Cost of the Series 2021A-3 Project. See "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" and "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

NOTICES TO BOND OWNERS

Redemption notices to the Bond Owners will be given not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Bond Owners whose 2021A-3 Bonds are called for redemption at their addresses appearing on the registration books for the 2021A-3 Bonds. So long as a book-entry only system is used for registration of the 2021A-3 Bonds, any notice of redemption or other notices will be sent only to DTC or its nominee, as the registered owner of the 2021A-3 Bonds.

SECONDARY MARKET DISCLOSURE

Although the offering and sale of the 2021A-3 Bonds will be exempt from the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the Developer and the County have agreed to provide certain operating information and notice of the occurrence of certain enumerated events with respect to the 2021A-3 Bonds to the Holders thereof. See "**CONTINUING DISCLOSURE**" herein and Appendix G, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto.

TAX TREATMENT

Assuming compliance by the County with certain covenants, interest on the 2021A-3 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2021A-3 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2021A-3 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State, except estate, transfer taxes and certain franchise taxes. The opinion contains greater detail, and is subject to exceptions, as noted in "**TAX TREATMENT**" herein.

ADDITIONAL INFORMATION

Prospective investors in the 2021A-3 Bonds should read this entire Private Placement Memorandum, including the appendices hereto, in order to make an informed investment decision. The appendices to, and all footnotes in, this Private Placement Memorandum constitute a part of this Private Placement Memorandum and contain information which any potential investor should read in conjunction with the other parts of this Private Placement Memorandum in order to make an informed investment decision. This Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change.

There follows in this Private Placement Memorandum a brief description of the District (including Bond Area 3), the Project, the Developer, the Development and the County, together with summaries of the terms of the 2021A-3 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and statute and all references to the 2021A-3 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. The information herein under the captions "**THE DEVELOPMENT**," "**THE DEVELOPER,**" "**BOND AREA 3**," and Appendices A, B, C and D, have been furnished by the Developer, the Civil Engineer or the Consultant and not by the County.

Prospective investors in the 2021A-3 Bonds are invited to visit the District, ask questions of representatives of the Developer and representatives of the County and to request documents, instruments and information which may not necessarily be referred to, summarized or described herein. Therefore, prospective investors should utilize the information appearing in this Private Placement Memorandum within the context of and in conjunction with availability of such additional information and the sources thereof. Prospective investors may request such additional information and arrange to visit the District as described in the preceding paragraph and under the caption "**SUITABILITY FOR INVESTMENT**" herein.

DESCRIPTION OF THE 2021A-3 BONDS

GENERAL DESCRIPTION

The 2021A-3 Bonds are issuable as fully registered bonds in initial authorized denominations of $25,000 or integral multiples of $5,000 ("Authorized Denominations"); provided, that after the Unrestricted Transfer Date (as defined herein), Authorized Denominations shall mean minimum denominations of $5,000 and any integral multiple of $5,000 in excess thereof.

The 2021A-3 Bonds will be dated their date of delivery, and will bear interest at a fixed rate equal to six percent (6%) per annum from the Interest Payment Date to which interest has been paid next preceding their date of authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2021A-3 Bond has been paid, in which event such 2021A-3 Bond will bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2021A-3 Bonds, in which event, such 2021A-3 Bond will bear interest from its date. Interest on the 2021A-3 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The 2021A-3 Bonds will mature on December 1, 2045.

The 2021A-3 Bonds will be initially issued in the form of a single fully registered certificate. Upon initial issuance, the ownership of the 2021A-3 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the initial bond depository. All of the Outstanding 2021A-3 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC (see "**DESCRIPTION OF THE 2021A-3 BONDS-BOOK-ENTRY SYSTEM**").

During the period for which Cede & Co. is the registered owner of the 2021A-3 Bonds, any notices to be provided to owners of 2021A-3 Bonds will be provided to Cede & Co. DTC will be responsible for notices to Direct Participants and Direct Participants will be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants will be responsible for notices to Beneficial Owners (as such terms are hereinafter defined).

The Indenture provides that the County, the Trustee or the Paying Agent will deem and treat the person in whose name any 2021A-3 Bond is registered as the absolute owner thereof (whether or not such 2021A-3 Bond is overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the County, the Trustee or any Paying Agent) for the purpose of receiving payment of or on account of the principal or redemption price of and interest on such 2021A-3 Bond, and for all other purposes, and the County, the Trustee and any Paying Agent will not be affected by any notice to the contrary. All such payments so made to any such owner, or upon his order, will be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such 2021A-3 Bond.

THE 2021A-3 BONDS MAY BE TRANSFERRED PURSUANT TO THE TERMS OF THE MASTER INDENTURE; PROVIDED THAT PRIOR TO THE UNRESTRICTED TRANSFER DATE, SUCH 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO (I) "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED); OR (II) "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

"Unrestricted Transfer Date" means the earlier of the dates on which (a) the 2021A-3 Bonds have been rated at least "BBB-" or "Baa3" by Standard & Poor's Ratings Services or Moody's Investors Service, Inc., as applicable, or (b) the Value-to-Lien Ratio (hereinafter defined) is at least 8:1, as evidenced by a written certificate provided by the Consultant to the County and the Trustee. "Value-to-Lien Ratio" means the fair market value of all developed and undeveloped property in Bond Area 3, as determined by the County Assessor as of December 31 of the prior calendar year, divided by the aggregate Outstanding principal amount of the 2006A-3 Bonds, the 2021A-3 Bonds and any other Series of Bonds (as defined in the Indenture) hereafter issued under the Indenture which are secured by a lien upon and pledge of Pledged Revenues. As of the date hereof, the Value-to-Lien Ratio is 5.32:1.0, taking into account the issuance of the 2021A-3 Bonds.

Wells Fargo Bank, N.A., is the Trustee and Paying Agent for the 2021A-3 Bonds.

REDEMPTION PROVISIONS

Optional Redemption

The 2021A-3 Bonds are not subject to optional redemption prior to December 1, 2031. The 2021A-3 Bonds may, at the option of the County, be called for redemption prior to maturity as a whole or in part, at any time, on or after December 1, 2031, at a redemption price equal 100% of to the principal amount to be redeemed plus accrued interest, if any, to the date of redemption.

If less than all of the 2021A-3 Bonds are called for redemption, the Trustee will select the 2021A-3 Bonds or portions of the 2021A-3 Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine; provided, however, that the remaining amount of 2021A-3 Bonds after such partial redemption will be in an Authorized Denomination.

Mandatory Redemption

The 2021A-3 Bonds are subject to mandatory redemption in part by the County by lot prior to their scheduled maturity from moneys in the Series 2021A-3 Sinking Fund Account established under the

Indenture in satisfaction of Sinking Fund Installments (as defined in the Indenture) at the redemption price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT
2023	$67,000
2024	67,000
2025	72,000
2026	77,000
2027	84,000
2028	87,000
2029	93,000
2030	95,000
2031	98,000
2032	102,000
2033	108,000
2034	114,000
2035	121,000
2036	127,000
2037	136,000
2038	141,000
2039	151,000
2040	156,000
2041	162,000
2042	463,000
2043	489,000
2044	515,000
2045†	545,000

†Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the County may (i) deliver to the Registrar for cancellation 2021A-3 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2021A-3 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2021A-3 Bond so delivered or previously purchased or redeemed will be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the County on those respective mandatory redemption obligations in such order as the County may direct the Registrar in writing, and the principal amount of the 2021A-3 Bonds to be redeemed by operation of the mandatory redemption requirement will be accordingly reduced.

Extraordinary Mandatory Redemption

The 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the County in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the 2021A-3 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the prepayment of Assessments on any portion of the property within Bond Area 3 in accordance with the Indenture

(for more information regarding Prepayments and the right to prepay Assessments, see "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS**" and "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—COLLECTION PROCEDURES**" herein); or

(b) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Series 2021A-3 Subaccounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; or

(c) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee by or on behalf of the County for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and which moneys will be applied by the County to redeem 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the County describes to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys will be applied by the County to redeem 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least 45 days prior to such extraordinary mandatory redemption, the County will cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Civil Engineer confirming that the repair and restoration of the 2021A-3 Project would not be economical or would be impracticable; or

(f) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the County for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which will be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the 2021A-3 Bonds.

If less than all of the 2021A-3 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee will, except as otherwise provided in the Indenture, select the 2021A-3 Bonds or portions of the 2021A-3 Bonds to be redeemed by lot, provided that the remaining amount of 2021A-3 Bonds after such partial redemption will be in an Authorized Denomination.

NOTICE OF REDEMPTION

The Trustee will cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of 2021A-3 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the

mailing thereof will not affect the validity of the redemption or purchase of the 2021A-3 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all 2021A-3 Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the 2021A-3 Bonds called for redemption will be payable on the redemption date at the redemption price plus accrued interest, if any, to the redemption date. 2021A-3 Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, will no longer be secured by the Indenture and will not be deemed to be Outstanding under the provisions of the Indenture.

ADDITIONAL INFORMATION CONCERNING THE 2021A-3 BONDS

For additional information concerning the 2021A-3 Bonds, the Master Indenture and the Second Supplemental Indenture, see Appendix H, "**EXECUTED COPIES OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE**" hereto.

BOOK-ENTRY SYSTEM

Beneficial ownership interests in the 2021A-3 Bonds will be available only in book-entry form. Beneficial owners of the 2021A-3 Bonds ("Beneficial Owners") will not receive a physical bond certificate representing their interests in the 2021A-3 Bonds purchased. Unless and until the book-entry system has been discontinued, the 2021A-3 Bonds will be available only in book-entry form in Authorized Denominations. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, IS THE REGISTERED OWNER OF THE 2021A-3 BONDS, REFERENCES IN THIS PRIVATE PLACEMENT MEMORANDUM TO THE OWNERS OF THE 2021A-3 BONDS MEANS DTC OR ITS NOMINEE AND DOES NOT MEAN THE BENEFICIAL OWNERS.

DTC PROVIDES THE FOLLOWING LANGUAGE DESCRIBING ITS PROCEDURES AND RECORDKEEPING ON BENEFICIAL OWNERSHIP INTEREST IN THE 2021A-3 BONDS, PAYMENT OF INTEREST AND OTHER PAYMENTS ON THE 2021A-3 BONDS TO DTC PARTICIPANTS (AS DEFINED BELOW) OR TO BENEFICIAL OWNERS OF THE 2021A-3 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2021A-3 BONDS, AND OF OTHER TRANSACTIONS BY AND BETWEEN DTC, DTC PARTICIPANTS AND BENEFICIAL OWNERS FOR INCLUSION IN OFFERING DOCUMENTS. ACCORDINGLY, THE COUNTY MAKES NO REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the 2021A-3 Bonds. The 2021A-3 Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2021A-3 Bond in the aggregate principal amount of each maturity of the 2021A-3 Bonds will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificated bonds. Direct Participants include both U.S. and non-U.S. securities brokers and

dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants," and together with Direct Participants, "DTC Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2021A-3 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021A-3 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2021A-3 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2021A-3 Bonds, unless the use of the book-entry system for the 2021A-3 Bonds is discontinued.

To facilitate subsequent transfers, all of the 2021A-3 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2021A-3 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021A-3 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021A-3 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2021A-3 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2021A-3 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the enabling documents. For example, Beneficial Owners of 2021A-3 Bonds may wish to ascertain that the nominee holding the 2021A-3 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the 2021A-3 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2021A-3 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2021A-3 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an omnibus proxy to the Trustee as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts the 2021A-3 Bonds are credited on the record date (identified in a listing attached to the omnibus proxy).

BECAUSE DTC IS TREATED AS THE OWNER OF THE 2021A-3 BONDS FOR SUBSTANTIALLY ALL PURPOSES, BENEFICIAL OWNERS MAY HAVE A RESTRICTED ABILITY TO INFLUENCE IN A TIMELY FASHION REMEDIAL ACTION OR THE GIVING OR WITHHOLDING OF REQUESTED CONSENTS OR OTHER DIRECTIONS. IN ADDITION, BECAUSE THE IDENTITY OF THE BENEFICIAL OWNERS IS UNKNOWN TO THE COUNTY, TO DTC OR TO THE TRUSTEE, IT MAY BE DIFFICULT TO TRANSMIT INFORMATION OF POTENTIAL INTEREST TO BENEFICIAL OWNERS IN AN EFFECTIVE AND TIMELY MANNER. BENEFICIAL OWNERS SHOULD MAKE APPROPRIATE ARRANGEMENTS WITH THEIR BROKER OR DEALER REGARDING DISTRIBUTION OF INFORMATION REGARDING THE 2021A-3 BONDS THAT MAY BE TRANSMITTED BY OR THROUGH DTC.

Payments of principal, interest and any redemption premiums on the 2021A-3 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Trustee's responsibility, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. THE COUNTY CAN GIVE NO ASSURANCE THAT DIRECT AND INDIRECT PARTICIPANTS WILL PROMPTLY TRANSFER PAYMENTS TO BENEFICIAL OWNERS.

DTC may discontinue providing its service as depository with respect to the 2021A-3 Bonds at any time by giving reasonable notice to the Trustee or the County. Under such circumstances, in the event that a successor depository is not obtained, 2021A-3 Bond certificates are required to be printed and delivered.

The County may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2021A-3 Bond certificates will be printed and delivered to DTC.

The County and the Trustee have no responsibility or obligation to DTC, the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the 2021A-3 Bonds, or the sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the Bond Ordinance to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial redemption of the 2021A-3 Bonds; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the 2021A-3 Bonds, including any action taken pursuant to an omnibus proxy.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

The County and the Trustee cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the 2021A-3 Bonds (1) payments of principal of, premium, if any, and interest with respect to the 2021A-3 Bonds, (2) confirmations of their ownership interests in the 2021A-3 Bonds or (3) prepayment or other notices sent to DTC or Cede & Co., its partnership nominee, as the registered owner of the 2021A-3 Bonds, or that they will do so on a timely

basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Private Placement Memorandum.

Beneficial Owners of the 2021A-3 Bonds may experience some delay in their receipt of distributions of principal and interest on the 2021A-3 Bonds since such distributions will be forwarded by the Trustee to DTC and DTC will credit such distributions to the accounts of Direct Participants, which will thereafter credit them to the accounts of Beneficial Owners either directly or indirectly through Indirect Participants. Issuance of the 2021A-3 Bonds in book-entry form may reduce the liquidity of the 2021A-3 Bonds in the secondary trading market since investors may be unwilling to purchase Bonds for which they cannot obtain physical certificates. In addition, because transactions in the 2021A-3 Bonds can be effected only through DTC, Direct Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge 2021A-3 Bonds to persons or entities that do not participate in the DTC system, or otherwise to take action in respect of such Bonds, may be limited due to the lack of a physical certificate.

DISCONTINUANCE OF BOOK-ENTRY SYSTEM

In the event that the 2021A-3 Bonds are no longer in book-entry-only form, the certificates held by DTC or a successor securities depository will be canceled and the County will execute and deliver 2021A-3 Bonds in fully registered form to the Beneficial Owners of the 2021A-3 Bonds as shown on the records of the DTC Participants or the nominee of a successor securities depository. If no other securities depository is named, interest on the 2021A-3 Bonds will be paid by check or draft of the Trustee, mailed to the person in whose name the 2021A-3 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment, and principal will be payable to the registered owner at maturity upon presentation and surrender thereof to the Trustee at its principal corporate trust office. In such event, the County will maintain through the Trustee books of registry for the purpose of registering ownership and transfer of the 2021A-3 Bonds. The 2021A-3 Bonds would be transferable by the registered owner in person or by his duly authorized attorney upon surrender of the 2021A-3 Bond to be transferred together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney. The Trustee will, upon receipt thereof, authenticate and deliver a new 2021A-3 Bond or 2021A-3 Bonds in like principal amount as the 2021A-3 Bond so presented. The County and the Trustee will deem and treat the person in whose name each 2021A-3 Bond is registered as the absolute owner thereof for all purposes.

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS

GENERAL

The principal of, redemption premium, if any, and interest on the 2021A-3 Bonds are secured equally and ratably by a lien upon and pledge of the Trust Estate (on a parity with the lien and pledge thereof securing the 2006A-3 Bonds), including (i) the Pledged Revenues, which consist of, among other things, the revenues derived from the Assessments, and the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and (ii) such other property as may be contemplated by the Indenture. As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL**" herein. The "**RATE AND METHOD OF**

APPORTIONMENT OF ASSESSMENTS" is included as Appendix D hereto. Also, see Appendix E, "**BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST**."

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. NO OWNER OF 2021A-3 BONDS OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY *AD VALOREM* TAXING POWER OF THE COUNTY OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE OR THE 2021A-3 BONDS.

DEBT SERVICE RESERVE FUND

The Indenture establishes a Series 2021A-3 Debt Service Reserve Account in the Debt Service Reserve Fund to be held by the Trustee as additional security to provide for the timely payment of principal, interest and redemption prices of the 2021A-3 Bonds**.** The Series 2021A-3 Debt Service Reserve Requirement is defined to mean, at the time of issuance, an amount equal to $[203,500], which is equal to five percent (5%) of the original principal amount of the 2021A-3 Bonds. See "**ESTIMATED SOURCES AND USES OF BOND PROCEEDS.**"

Except as described below, amounts on deposit in the Series 2021A-3 Debt Service Reserve Account may be used only for the purpose of making payments into the Series 2021A-3 Interest Account and the Series 2021A-3 Principal Account of the Debt Service Fund to pay debt service on the 2021A-3 Bonds, and the Series 2021A-3 Sinking Fund Account within the Debt Service Fund to provide for mandatory sinking fund redemption of 2021A-3 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Accounts will consist only of cash and Investment Securities.

On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee will determine the amount on deposit in the Series 2021A-3 Debt Service Reserve Account and transfer any excess therein above the Series 2021A-3 Debt Service Reserve Requirement for the 2021A-3 Bonds into the Series 2021A-3 General Account within the 2021A-3 Bond Redemption Fund to be used for the extraordinary mandatory redemption of the 2021A-3 Bonds as described in paragraph (f) under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption***" herein.

OTHER FUNDS AND ACCOUNTS CREATED UNDER THE INDENTURE

Revenue Fund. The Indenture establishes the Revenue Fund and separate subaccounts therein for the 2021A-3 Bonds and any Additional Bonds (as defined herein) (collectively, the "Bonds"). Pursuant to the Indenture, the County covenants that it will levy Assessments, and evidence and certify the same to the County Treasurer or will cause the County Auditor to certify the same on the tax roll to the County Treasurer for collection by the County Treasurer and enforcement by the County Treasurer or the County, pursuant to the Act or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding under the Indenture. The County also covenants to cause any Assessments collected or otherwise received by it to be deposited with the Trustee within 30 days after receipt thereof for deposit into the Series 2021A-3 Revenue Account within the Revenue Fund (except that amounts received as prepayments of Assessments will be designated by the County as such upon delivery to the Trustee and will be deposited directly into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund, as described below). Amounts on deposit in the Revenue Fund will be applied as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Debt Service Fund. The Indenture establishes a Series 2021A-3 Principal Account, a Series 2021A-3 Interest Account and a Series 2021A-3 Sinking Fund Account for the 2021A-3 Bonds in the Debt Service Fund. Amounts will be deposited in the Debt Service Fund and its various accounts and subaccounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Bond Redemption Fund. The Indenture establishes a Bond Redemption Fund and within such Fund there is established a Series 2021A-3 General Account and a Series 2021A-3 Prepayment Account for the 2021A-3 Bonds. Amounts will be deposited in Bond Redemption Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Administrative Expenses Fund. The Indenture establishes the Administrative Expenses Fund, and within such Fund there is established the Series 2021A-3 Administrative Expenses Account. Amounts will be deposited in the Administrative Expenses Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."** Administrative Expenses means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to Bond Area 3 or the Indenture including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Consultant, Assessor, Auditor, Treasurer (as such terms are defined in the Indenture) and the County's finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent.

DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS

The County will deposit Pledged Revenues and Prepayments with the Trustee within 30 days of receipt thereof together with a written accounting setting forth the source of such Pledged Revenues and Prepayments. The Pledged Revenues will be deposited in the Revenue Fund and the Prepayments will be deposited in the Series 2021A-3 Prepayment Account within the Bond Redemption Fund.

Moneys in the Series 2021A-3 General Account within the Bond Redemption Fund (including all earnings on investments held therein) will be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to the Indenture, to make such deposits into the Rebate Fund, if any, as the County may direct in accordance with the Tax Certificate, such moneys thereupon to be used solely for the purposes specified in the Tax Certificate**.** Any moneys so transferred from the Series 2021A-3 General Account within the Bond Redemption Fund to the Rebate Fund will thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for certain extraordinary mandatory redemptions described above, an amount of the 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 General Account within the Bond Redemption Fund pursuant to the Indenture for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which the 2021A-3 Bonds are subject to optional redemption pursuant to the Indenture such amount of 2021A-3 Bonds as, with the redemption premium, may be practicable; provided, however, that the remaining amount of 2021A-3 Bonds after such partial redemption of 2021A-3 Bonds will be in an Authorized Denomination.

Moneys in the Series 2021A-3 Prepayment Account of the Bond Redemption Fund (including all earnings on investments held in such Series 2021A-3 Prepayment Account within the Bond Redemption Fund) will be accumulated therein to be used to the extent that the need therefor arises to call for certain extraordinary mandatory redemptions described above, an amount of the 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 Prepayment Account within the Bond Redemption Fund pursuant to the Indenture, as appropriate, and as directed by the County pursuant to the Assessment Proceedings and the Assessment Roll A-3, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in the Indenture, as appropriate, as more fully described above under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption*.**"

The Trustee will transfer from amounts on deposit in the Series 2021A-3 Revenue Account within the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there will be deposited into the Series 2021A-3 Administrative Expenses Account of the Administrative Expenses Fund the portion of the Assessments imposed and collected for the Administrative Expenses. The Trustee is authorized to pay such Administrative Expenses upon receipt of a written direction signed by an Authorized Officer;

SECOND, upon receipt but no later than the Business Day preceding each June 1, commencing June 1, 2022, to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the 2021A-3 Bonds

becoming due on the next succeeding June 1, less any amounts on deposit in the respective Series 2021A-3 Interest Account not previously credited;

THIRD, not later than the Business Day next preceding (nor more than one year prior to) December 1, 2045, to the Series 2021A-3 Principal Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of 2021A-3 Bonds Outstanding maturing on such date, less any amounts on deposit in the Series 2021A-3 Principal Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next preceding each December 1, commencing December 1, 2022, to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the 2021A-3 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the Series 2021A-3 Interest Account not previously credited;

FIFTH, not later than the Business Day next preceding (nor more than one year prior to) each December 1, commencing December 1, 2023, to the Series 2021A-3 Sinking Fund Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of the 2021A-3 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the Series 2021A-3 Sinking Fund Account not previously credited;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while such 2021A-3 Bonds remain Outstanding, to the Series 2021A-3 Debt Service Reserve Account, an amount from the Series 2021A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-3 Debt Service Reserve Requirement for the 2021A-3 Bonds; and

SEVENTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits will remain therein.

The Trustee will within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the County, withdraw any moneys held for the credit of the Series 2021A-3 Revenue Account which are not otherwise required to be deposited to the provisions of the Indenture described above and deposit such moneys as directed to the credit of the Series 2021A-3 General Account within the Bond Redemption Fund as determined by the County in accordance with the provisions of the Indenture. Assessment prepayments will be deposited directly into the Series 2021A-3 Prepayment Account of the Bond Redemption Fund as provided in the Indenture.

2006A-3 BONDS AND ADDITIONAL BONDS

Pursuant to the Indenture, the Issuer has heretofore issued the 2006A-3 Bonds and may issue one or more additional series of bonds under the Indenture and Supplemental Indentures ("Additional Bonds") from time to time solely for the purpose of refunding all or a portion of a Series of Bonds outstanding under the Indenture, and to pay the costs of the issuance of such Bonds and any amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture. Pursuant to the Second Supplemental Indenture, except for any Series A-3 Bonds (as defined in the Master Indenture) issued for the purpose of refunding for debt service savings in every year that the 2021A-3 Bonds are outstanding all or a portion of the 2006A-3 Bonds or the 2021A-3 Bonds (the "Refunding Series A-3 Bonds"), no Additional Bonds or indebtedness secured by a lien on the Pledged Revenues or by any Assessments on any property in Bond Area 3 may be issued by the County without the prior written consent of the Holders of at least 50% of the aggregate Outstanding principal amount of the 2021A-3 Bonds. The 2006A-3 Bonds are, and the Additional Bonds will be, secured by a pledge of the Trust Estate on a parity with the 2021A-3 Bonds, meaning the Pledged Revenues are subject to deposit and transfer to various funds and accounts established under the Indenture with respect to the

2006A-3 Bonds and any Additional Bonds issued hereafter, consistent with the timing and priority of such deposits and transfers made with respect to the 2021A-3 Bonds as described above under **"— DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

INVESTMENTS

Earnings on investments in all of the Funds and Accounts held as security for the 2021A-3 Bonds will be invested only in Investment Securities.

Earnings on investments in a Series 2021A-3 Interest Account, a Series 2021A-3 Principal Account and the Series 2021A-3 Sinking Fund Account will be deposited, as realized, to the credit of the Series 2021A-3 Interest Account and used for the purpose of such Account.

As long as there exists no default under the Indenture and the amount in the Series 2021A-3 Debt Service Reserve Account is not reduced below the Series 2021A-3 Debt Service Reserve Requirement with respect to the 2021A-3 Bonds, earnings on investments in such Series 2021A-3 Debt Service Reserve Account will be transferred to the Series 2021A-3 Revenue Account of the Revenue Fund. Otherwise, earnings on investments in any Series 2021A-3 Debt Service Reserve Account will be retained therein until applied as set forth in the Indenture.

See Appendix H, "**EXECUTED COPIES OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE**" for more information regarding investments and valuation of investments under the Indenture.

CERTAIN COVENANTS OF THE COUNTY

Pursuant to the Indenture or the Second Supplemental Indenture, the County has additionally covenanted:

(i) to not issue or incur any obligations other than the Bonds payable from the Pledged Revenues nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge payable from Pledged Revenues, except in the ordinary course of business;

(ii) without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the 2021A-3 Bonds, to not subject the Pledged Revenues to any other lien senior to or on a parity with the lien or pledge created in favor of the 2021A-3 Bonds, except for the lien and pledge thereon securing the 2006A-3 Bonds (which shall not exceed $3,580,000) and any Refunding Series A-3 Bonds; and

(iii) to not make or direct the making of any investment or other use of the proceeds of any 2021A-3 Bonds which would cause the 2021A-3 Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code and or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the 2021A-3 Bonds.

ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL

GENERAL

In accordance with the Act, the County has adopted proceedings to fund a portion of the costs of financing the Series 2021A-3 Project through the imposition and collection of the Assessments. As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3, superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection

procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. The *ad valorem* tax rate imposed by the County on real property in Bond Area 3 for the fiscal year ending June 30, 2021, is 101.30 mills.

The County has approved the Consultant to serve as the assessment administrator for Bond Area 3 of the District. The Consultant has served in this capacity since November 2016, and advises the County in the update of the Assessment Roll A-3, and assists the County with the administration of the District. The Consultant is a public finance consulting firm located in Newport Beach, California, with a specialized practice providing services related to the formation and administration of special districts. These services include the preparation of special tax and assessment methodologies, calculation of annual special tax and assessment levies, and continuing disclosure and financial services related to the administration of special tax and assessment districts. The Consultant currently provides administration services to special assessment districts in a number of states, including several in South Carolina.

The methodology for setting, imposing and collecting the Assessments is more fully set forth in the Rate Study, which is included as an appendix to the Assessment Roll A-3 attached hereto as part of Appendix D, which has been prepared by the Consultant and approved by the Council. A brief summary of the Rate Study follows.

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

The Assessments are equal to, or may exceed, the amount necessary to pay debt service on the A-3 Bonds and the annual Administrative Expenses of the District and have been levied and will be collected on all the real property in Bond Area 3, except as provided herein. Pledged Revenues include the proceeds, if any, from any foreclosure actions brought following a delinquency in the payment of Assessments by any Landowner**.** Each year, the Consultant (or its successor as the administrator of the District) will calculate, and the Council will confirm, the Annual Assessment due on each parcel of real property in Bond Area 3, subject to reduction in whole or in part as a result of credits by the Council pursuant to the proceedings under which the Assessments were approved (the "Assessment Proceedings").

RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS

The Assessments have been imposed upon each parcel of property within Bond Area 3 that does not constitute a public improvement (each, a "Parcel") in accordance with and as described in the Rate Study attached hereto as Appendix D. Assessments are allocated to Parcels on the basis of the Equivalent Assessment Factors of each Parcel. The Equivalent Assessment Factor is 1.0 per residential dwelling unit built or expected to be built on a Parcel, 5.7 per net acre of commercial property, and 1.0 per parcel of

owner association property. The Assessments are billable each year as the Annual Assessment. The Annual Assessment represents principal and interest on the A-3 Bonds and the estimated Administrative Expenses of the District. An Annual Credit may be applied to the Annual Assessment each year, with the resulting amount being equal to the Annual Payment, which is the amount that will be collected from each Parcel each year. The Annual Credit is the difference between the Annual Assessments for all Parcels and the Annual Revenue Requirement. The Annual Revenue Requirement is generally equal to principal and interest due on the A-3 Bonds for such year, plus Administrative Expenses of Bond Area 3, less amounts available from the excess funds in the trust accounts.

The Assessment may be prepaid for a Parcel and the Annual Assessment will no longer be collected from such Parcel. The prepayment of the Assessment is generally equal to: (i) the Principal Portion of the Assessments, (ii) a credit for any reduction in the Debt Service Reserve Fund resulting from such prepayment, (iii) adjustments for interest through the call date of A-3 Bonds to be called and interest to be earned on the prepaid Assessment, and (iv) Administrative Expenses related to the prepayment. The sum of the Principal Portion of the Assessment for all Parcels is the portion of the Assessments equal to the outstanding principal on the A-3 Bonds.

Assessments are subject to a Mandatory Prepayment of all or part of the Assessment on a Parcel. The Mandatory Prepayment is required for any Parcel for which the Annual Assessment A exceeds $1,000 per Equivalent Assessment Factor for any year.

The Rate Study establishes how the Assessments are set and allocated among the various parcels.

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

Appendix E provides a forecast over the next five years of Annual Assessments to be billed to the parcels located in Bond Area 3. Payments on the A-3 Bonds during calendar year 2022 are expected to be paid from current collections of the Assessments (imposed in 2021 for collection in 2022, as well as current amounts held by the Trustee) within the District and allocable to Bond Area 3.

COLLECTION PROCEDURES

The Assessments are expected to be collected annually as the Annual Payment for a term beginning in 2021 and extending through to the final maturity of the A-3 Bonds, subject to reduction in whole or in part as a result of credits by the Council pursuant to the Assessment Proceedings. The Assessments include all debt service requirements for the A-3 Bonds and the estimated Administrative Expenses for a particular year, subject to reduction or adjustment as described herein. Assessments will be collected in the same manner and at the same time as regular real property taxes of the County are collected, in the event a Landowner fails to pay any Annual Payment when due, the Annual Payments

will be subject to the same penalties, procedures and sale as are provided in the case of delinquencies for regular property taxes of the County.

By South Carolina law, the amount assessed constitutes a lien against the property superior to all other liens except property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. Any Landowner may elect, at any time, to prepay the entire amount of the Assessment with respect to such owner's property. In such event, the Landowner will pay an amount that will be sufficient to retire that portion of any A-3 Bonds (at a price of par plus accrued interest to the date of payment), less credits for reserves, that are allocable to the Assessment applicable to such owner's property.

Real property taxes and assessments under the Act are billed by the County on a single bill. The County Treasurer prepares the bills upon receipt of the tax duplicates from the County Auditor. The Auditor prepares the tax duplicates from information from various sources, including information that the Auditor receives from the Consultant on behalf of the County for the Assessments to be imposed in the District. The Auditor prepares tax duplicates indicating the taxes and assessments on each parcel of property and taxable personal property and provides a copy of the duplicates to the Treasurer. The goal is to have the tax duplicates prepared by September 1 of each year; however, in light of the number of entities which must provide information to the Auditor and the dependency of some of this information on actions by other governmental entities, sometimes the tax duplicates are delayed. Ordinarily, however, tax duplicates are prepared and notices of taxes due arc mailed by the Treasurer to each property owner around the first of October of each year and are due and payable until the following January 15.

Taxes and assessments are paid to the County Treasurer. The County Treasurer will not accept partial payment, so that a taxpayer must either pay the entire amount due (including the Assessments) or be delinquent. Taxes and assessments are considered paid currently if paid by the later of January 15 or the 30th day after tax notices are mailed. In the event taxes and assessments are not timely paid, there are penalties as set forth below:

DATE PAYMENT RECEIVED	PENALTY	CUMULATIVE PENALTY
On or before the due date	none	—
After due date but before February 2	3%	3%
February 2 but before March 17	7%	10%
March 17 and thereafter	5%	15%

Penalties are added to the tax duplicate by the Auditor and are to be collected by the Treasurer. If payment is not received before March 17, the County Treasurer is required to issue a tax execution to the County Tax Collector.

The analysis set forth in Appendix E provides a five-year history of the collection rate of delinquency for Assessments in Bond Area 3.

DELINQUENCIES; ENFORCEMENT; FORECLOSURE

If the owner of any lot or parcel of land is delinquent in the payment of any tax or assessment, including the Assessments, then the County Treasurer will move, as provided by law, to collect delinquent taxes, assessments, including the Assessments, penalties, and costs for their collection. The County has covenanted in the Indenture to furnish, at its expense, to the Trustee and any Owner of A-3 Bonds so requesting, by April 15 of each year, a list of all delinquent Assessments (meaning Assessments

which have not been paid for a period of at least 60 days) and a list of foreclosure actions currently in progress and the current status of such delinquent Assessments.

Collection of delinquent Assessments must be accomplished pursuant to the provisions of law which provide for an execution and sale of the property against which the taxes and Assessments are delinquent. Upon receipt of notice from the County Treasurer of any execution, the County Tax Collector is required to proceed on April 1 or as soon thereafter as practicable to mail a notice of delinquent taxes, penalties, assessments, including the Assessments, and costs to the defaulting taxpayer and any grantee of record at the best address available stating that if taxes, penalties, assessments and costs are not paid the property will be advertised and sold to satisfy the delinquency. The County Tax Collector first sends a reminder notice by regular mail on or about April 1. If payment is not made 30 days after the mailing of the reminder notice, then the County Tax Collector sends a second notice by certified mail, return receipt, to the taxpayer and any grantee of record. If taxes remain unpaid six weeks thereafter, the County Tax Collector will take exclusive possession of so much of the current owner of record's property as is necessary to satisfy the payment of the taxes, assessments, including the Assessments, penalties and costs. Possession of real property is taken by mailing a notice of the delinquency to the delinquent taxpayer and any grantee of record by certified mail, return receipt requested-restricted delivery. Such notice will specify that if the delinquency is not paid before a subsequent sales date, the property will be duly advertised and sold, if the certified mail notice is returned, the notice is effected by posting at one or more conspicuous places on the premises stating that such property has been seized and is to be sold for delinquent taxes. Notice of the sale of real property is provided by advertisement in a newspaper of general circulation within the County once a week for three consecutive weeks prior to the legal sales date. The regular sales date is the first Monday in each month or the following Tuesday if such Monday is a legal holiday. Set forth below is a schedule of when the Assessments might be collected through the enforcement process, though there is no assurance that this schedule will be adhered to in connection with the enforcement and collection of delinquent Assessments:

NOT EARLIER THAN	ACTION	CONSEQUENCE
March 17	Taxes, assessments and penalties go into execution	Cost of enforcement began to accrue
April 1	Tax Collector mails reminder notice of delinquency	
May 1	Tax Collector mails notice of delinquency by certified mail to initiate sale process	Starts 30 day period after which sale can be made
June 15	Tax Collector takes possession by mailed notice; if notice returned, takes possession by posting notice	Notice of Levy
September	Notice of sale published once a week for three weeks	Condition to sale
First Monday in October	Sale	Payment due at sale; minimum bid entered by the FLC (as defined herein)

Several things can happen that might delay the foregoing schedule, but the process should be completed and a sale conducted on the first Monday in October following nonpayment. It is possible, however, that sales relating to delinquencies for properties located in Bond Area 3 would not be held on the same date and such sales may take place on the first Monday of November or December following nonpayment.

If any property is offered for sale for the nonpayment of any Assessment and no person or persons purchase such property for an amount equal to the full amount due on such property, such property is then purchased by the Lancaster County Forfeited Land Commission (the "FLC") in accordance with the bid of such FLC submitted as provided by law. The statutes governing foreclosure in tax sales provide that the bid to be submitted by the FLC will be in an amount equal to unpaid property taxes, penalties, assessments and costs. The FLC is not required to bid on property known or reasonably suspected to be contaminated. If the contamination becomes known after the bid or while the FLC holds the title, the title voids at the election of the FLC.

If purchased by the FLC, the FLC may subsequently sell such property with the proceeds of any such sale to be turned over to the County Treasurer and distributed as provided by law. Pursuant to the Indenture, the County is required to direct the County Treasurer to deposit any legally available net proceeds of such sale allocable to Assessments into the Revenue Fund. The County has agreed that it will promptly pursue the measures provided by law for sale of property acquired by it for the benefit of the Bond Owners. See "**BOND OWNERS' RISKS—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS.**"

The State statutes governing collection of delinquent taxes provide that a defaulting Landowner, any grantee from such Landowner, or any mortgage or judgment creditor with respect to the real property in question may, within twelve (12) months from the date of the delinquent tax sale, redeem each item of real property by paying to the person officially charged with the collection of delinquent taxes, assessments, penalties, and costs, together with interest on the whole amount of the delinquent taxes, assessments, penalties and costs at rates set forth in the statutes: provided, however that in every redemption, the amount of interest due must not exceed the amount of the bid on the property submitted on behalf of the FLC as described in the preceding paragraph. If the property is not redeemed, the excess above the amount of taxes, penalties, assessments, charges, and costs for the year in which the property was sold must be applied first to the taxes becoming due during the redemption period.

If any property in Bond Area 3 is purchased by the FLC, under existing law, any Assessment imposed upon the property will continue to apply and accrue upon such property, because neither the FLC nor any other tax-exempt owner of property in the District has been excluded under the Act from the obligation to pay assessments levied thereunder. In 2003, the Supreme Court of South Carolina affirmed the ruling of a Charleston County Circuit Court that the owner of property located in a municipal improvement district, which owner was otherwise exempt from property taxes, was properly subjected to an assessment under the Municipal Improvement Act, S.C. Code Ann. § 5-37-40(h) (the "Municipal Improvement Act"). *German Evangelical Lutheran Church of Charleston, S.C. v. City of Charleston*, 352 S.C. 600; 576 S.E.2d 150; 2003 S.C. Lexis 1 (2003). In that case, the circuit court had previously ruled that the Municipal Improvement Act's exclusion of certain other tax-exempt property from the improvement district and the assessments imposed under such act showed a legislative intent that the remaining tax-exempt land owners, not explicitly excluded, were to be included in the municipal improvement district and subject to the assessments imposed upon the property owners therein. *Id*. Investors should note that the 2021A-3 Bonds were authorized under the Act and not the Municipal Improvement Act, so no assurances can be given that a court would reach a similar conclusion with respect to the Assessments. In fact, if the FLC should purchase property in the District, investors should look to the proceeds of the sale of such property by the FLC as security and the source of payment for amounts due and should not rely on any purported obligation of the FLC to pay taxes or assessments on such property. See "**BOND OWNERS' RISKS—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS.**"

THE DEVELOPMENT

The information appearing herein under the captions the "**THE DEVELOPMENT**" and "**THE DEVELOPER**" has been furnished by the Developer for use in this Private Placement Memorandum and, although believed to be reliable, such information has not been independently verified by the County

or its counsel, or Bond Counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness or such information supplied by it. The successful construction, leasing, and operation of the Development are subject to various economic, regulatory and financial conditions, many of which are outside the control of the Developer or the County. The planned absorption and other financial or statistical projections contained herein are based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rates and/or financial or statistical projections will occur or be realized in the time frames currently anticipated and set forth herein.

PRESENT STATUS

The Development is an 868-acre master-planned residential community located in the County in Indian Land, South Carolina. The Development is located in the northwestern portion of the County, known to County residents as the "panhandle" section of the County. The "panhandle" is the name given to the long, narrow north-south projection of the County that is bordered on the west by York County, South Carolina, and on the east by Mecklenburg County and Union County, North Carolina. The Development is located on the northwest corner of the intersection of U.S. Highway 521 and South Carolina Highway 75 (Waxhaw Highway), approximately 15 miles south of uptown Charlotte, North Carolina, approximately 12 miles from Charlotte-Douglas International Airport and approximately five miles from Interstate 485, the outer beltway around Charlotte.

The Development consists of four major phases, each with multiple smaller phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development.

The Development offers an array of amenities, including a 7,000 square foot clubhouse, swimming pools, playgrounds, walking trails, and a 60-acre county sports and recreation park that includes tennis courts, pickleball courts, lighted baseball fields, multiple sports fields, and a fishing pond. The clubhouse/pool facility has an additional 3,000 square feet of space designated for future expansion. The building features a fitness center, catering kitchen, an elevator, event rooms, and a large balcony/porch that over-looks the pool area. The pool area has a Junior Olympic pool, a children's pool with water feature, and a shade structure. In addition, a playground accommodating multiple age levels has been installed adjacent to the pool area. The Development also includes numerous walking/hiking trails that directly connect with the Carolina Thread Trail, a regional network of greenways connecting 15 counties. In addition, the Development includes an EMS substation. An additional amenity is currently under construction in Phase 4 and is scheduled to open in 2021. This amenity center will include an additional Junior Olympic pool and clubhouse.

Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.

PHASES OF DEVELOPMENT

The Development consists of four major phases, with multiple smaller phases within each major phase. Maps of the Development and the District, including detailed maps showing the boundaries and detailed lots within each sub-phase of the Development and each Bond Area, are shown in Appendices A and B hereto.

Phases 1, 2 and 3 of the Development are included in Bond Areas 1 and 2, which are otherwise described herein, and have been developed or are continuing to be developed by developers other than the Developer. Phase 4 of the Development ("Phase 4") is anticipated to include 533 residential lots, and an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC or its affiliates ("ELA").

As of April 30, 2021, there were 277 lots within Phase 4 that have completed infrastructure and are platted. As of the same date, there have been 187 homes started within Phase 4, 202 homes that have been sold or are under contract and 131 homes that have been conveyed to individual homeowners. The average purchase price of the homes sold thus far in Phase 4 is $314,465. The Developer is the sole developer and builder of the land within Bond Area 3 (other than the Commercial Parcel).

The table below sets forth information about the number of undeveloped lots, lots under construction, finished lots, homes under construction and completed homes as of the date of this Private Placement Memorandum:

Category	Number
Undeveloped lots	23
Lots under development	210
Finished lots	113
Homes under construction	56
Completed homes	131
Total	533

LOT SALES

All lots within Phase 4 of the Development are expected to be developed and sold to homeowners by the end of 2023, although there can be no assurance of such rate of absorption.

The table below sets forth the Developer's actual and projected absorption schedule for residential lots in Phase 4 of the Development:

Actual and Projected Phase 4 Lot Closings

2019 (Actual)	2020 (Actual)	2021 (Actual)	2021 (Projected)	2022 (Projected)	2023 (Projected)
2	86	43[(a)]	133[(b)]	175	137

[(a)] Through April 30, 2021.
[(b)] Includes actual lot closings through April 30, 2021.
Source: Lennar Carolinas, LLC.

MARKET AND COMPETITION

The Development's market area is comprised of the Charlotte Metropolitan Statistical Area, which consists of the North Carolina counties of Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, and Union, and the South Carolina counties of Chester, Lancaster, and York. The Developer defines Walnut Creek's primary competitors to include communities with approximately 300 units or more located within 10 miles of the site. Millbridge is a 2,000-unit highly amenitized master plan community bordering Walnut Creek to the east, across the South Carolina/North Carolina border. Home

prices range from $280,000 to $390,000. River Chase is a Meritage Homes community located in Fort Mill, South Carolina. The project contains 231 lots, selling homes from $230,000 to $420,000. Riverwalk is a 770-unit community in Rock Hill, South Carolina, with multiple builders offering homes from $215,000 to $375,000.

ZONING AND PERMITTING

The Developer has obtained the zoning necessary for development of Phase 4 of the Development pursuant to ordinances adopted by the County. The Development will be consistent with the zoning of the property and with the development regulations outlined under the pertinent County ordinances. The Development Agreement, as further discussed and defined below, provides that the Developer has a vested right to proceed with the development of the real property in the District in accordance with the zoning classification set forth in the County ordinance zoning the property as a planned development district. In addition, the Development Agreement limits the applicability of future County laws, ordinances and regulations including, but not limited to, moratoria and other provisions which could prevent or limit the rate of development under certain circumstances. All major permits and approvals required for the Development have been obtained.

DEVELOPMENT AGREEMENT

The Development is subject to a Development Agreement which was entered into between the County and Lawson's Bend, L.L.C. (the "Prior Developer") on June 13, 2006 (the "Development Agreement"). The rights and obligations under the Development Agreement were transferred in October 2011 to ELA from whom the Developer purchased all of the land within Bond Area 3 (other than the Commercial Parcel).

The Development Agreement had an original term of 10 years and was scheduled to expire on June 13, 2016. However, such date has been effectively extended to June 13, 2023 as a result of two Acts ratified by the South Carolina General Assembly and the Governor of South Carolina (the "Governor"). Act No. 297, ratified on May 19, 2010 by the Governor, effectively extended the original termination date by five (5) years by suspending the period of development approvals and associated vested rights, on a State-wide basis, during the period beginning January 1, 2008, and ending December 31, 2012. In addition, pursuant to Act No. 112 ratified by the Governor on June 20, 2013, the running period of the development approval and any associated vested rights were suspended by an additional four (4) years from January 1, 2013, through December 31, 2016.

The Development Agreement (i) provides that the real property will be developed in accordance with the development schedule, which estimates generally the timing of development by zoning category, (ii) describes the permitted uses of the real property, including general commercial, general residential and office, institutional and residential, (iii) describes the facilities that the Developer agrees to cause to be constructed, including (1) roadway system improvements consisting of streets, curbs, gutters, bridges, intersection improvements, right-of-way improvements, street lighting, landscaping, signage and signalization; (2) entrance and intersection improvements, as required by the South Carolina Department of Transportation and the County, to U.S. 521, Jim Wilson Road, Hancock Road, Hector Road, Twelve Mile Creek Road and Claude Phillips Road; (3) a sanitary sewer system consisting of force mains, gravity mains, a pump station, easements, and related facilities; (4) a water system consisting of appropriately sized water mains, valves, joints, fire hydrants, easements, and related facilities; (5) a storm water drainage system; (6) a combined Sheriff and EMS substation; (7) a County park and (8) other public improvements as allowed under the terms of the Act and as may be acceptable to the Developer and approved by the County, (iv) details the services for which the County will and will not be responsible, (v) lists the charges and fees for which the Developer is responsible, including fees for public safety services, (vi) provides for certain protections of the environment, and (vii) limits the applicability of future County laws, ordinances and regulations including, but not limited to, moratoria and other provisions which could prevent or limit the rate of development under certain circumstances.

The County planning director is obligated to review compliance with the Development Agreement by the Developer at least once every 12 months. If, as a result of any such review, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of the Development Agreement, the County planning director will notify the Developer of such material breach in writing and give the Developer a reasonable time to cure such breach. If the Developer fails to cure such material breach and is not proceeding expeditiously and with diligence to cure such breach within a reasonable time, then the Council may unilaterally terminate or modify the Development Agreement; provided that the County may not terminate or modify the Development Agreement without providing the Developer the opportunity to cure or rebut the finding and determination by the County planning director or to consent to amend the Development Agreement to meet the concerns of the Council with respect to such findings and determinations. The Development Agreement is recorded against the real property and runs with such land, and the development rights with respect to the real property are vested with the Developer as of the date of execution thereof.

ENVIRONMENTAL

Phase I environmental site assessments related to the District have previously been obtained by developers other than the Developer. The Developer, in connection with the acquisition of the land within Bond Area 3 (other than the Commercial Parcel) from ELA, obtained Phase I environmental site assessments prepared on or before November 11, 2020. Per the environmental site assessments, there are no recognized environmental conditions and no environmental issues which require separate approvals from state or federal environmental agencies or require environmental remediation or cleanup of any kind. Due to the significant ongoing development activity throughout the Development, County inspectors and third party consultants conduct regular inspections to ensure the site remains in environmental compliance. Copies of the Phase I environmental site assessments may be obtained from the Developer.

ELA entered into an Erosion and Sediment Control Stabilization Agreement 11-043-W (the "Stabilization Agreement") with the South Carolina Department of Health and Environmental Control ("DHEC"). Under the terms of the Stabilization Agreement, DHEC noted deficiencies at the Development in the areas of sediment control and soil stabilization, all resulting from the Prior Developer's abandonment of the project. The previous developer agreed to take corrective action as outlined in the Stabilization Agreement within certain timeframes. On March 27, 2012, DHEC informed the previous development manager that all of the requirements to be accomplished under the Stabilization Agreement were met and, therefore, the Stabilization Agreement was considered closed by DHEC.

UTILITIES

Public water service and sanitary sewage treatment is provided by Lancaster County Water and Sewer District.

Duke Power and York Electric furnish underground electric service for the Development. Lancaster County Natural Gas Authority provides natural gas for the Development, and Comporium Communications offers telephone and cable television service for the Development.

THE DEVELOPER

The Developer, a Delaware limited liability company, is a wholly-owned subsidiary of the Lennar Corporation, a NYSE listed company since 1954 and one of the nation's largest and most successful home builders. The Developer is also the largest home builder both in Lancaster County but also the greater Charlotte market. The Developer is the sole developer and home builder of the land within Bond Area 3 (other than the Commercial Parcel).

BOND AREA 3

The District has been split into three separate bond areas, each of which will have separate and distinct legal boundaries. Annual assessments on land that comprises each Bond Area will secure the repayment of separate series of municipal bonds described herein. See Appendix E, "**BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST**" hereto.

Bond Area 3 ("Bond Area 3"), consisting of 188.3 acres of land, is anticipated to include 533 residential lots, which comprises Phase 4, as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (e.g. the Commercial Parcel) being developed by ELA.

As of March 30, 2021, ownership of developable land within Bond Area 3 consisted of the following:

Owner	Developable Parcels/Lots	Acreage	Percentage Ownership
AG Essential Housing Multi State 2 LLC[(a)]	2	99.9	53.08%
Home Owners	117	14.8	7.85
Edenmoor Land Acquisition, LLC[(b)]	1	10.1	7.85
Lennar Carolinas, LLC[(c)]	1	54.6	5.36
Lennar Carolinas, LLC[(d)]	70	8.8	4.69
	191	188.3	100.00%

(a) Affiliate of Lennar Carolinas, LLC. Reflects ownership of unsubdivided parcels. Expected to subdivide into 316 residential lots in the future.
(b) Reflects ownership of unsubdivided parcels.
(c) Reflects ownership of unsubdivided parcels. Expected to subdivide into 31 residential lots in the future.
(d) Reflects ownership of subdivided parcels.

See "**THE DEVELOPMENT**" for information (as of April 30, 2021) related to the number of lots for which infrastructure has been completed and have been plated, the number of house starts and the number of houses which have been completed and conveyed to individual homeowners. The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.

The 2021A-3 Bonds will be secured by the Pledged Revenues, which includes, among other things, revenues derived from Assessment A assessed against real property that comprises Bond Area 3 and the Pledged Funds. Per the Assessment Roll A for Bond Area 3 prepared by the Consultant, and approved by the Council on September 14, 2020, the Annual Assessment A on Bond Area 3 totals $667,650 for the year ending December 31, 2020. See APPENDIX D, "**UPDATED ASSESSMENT ROLL A FOR BOND AREA 3, INCLUDING RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS**" hereto, for a copy of the updated Assessment Roll, which takes into account all of the property within Bond Area 3 as of December 31, 2020 and assumes the issuance of the 2021A-3 Bonds.

OTHER BOND AREAS

Bond Area 1 and Bond Area 2 consist of multiple single-family residential lots and townhome lots and one parcel of land, on which the District's club house and pool facility amenity is located, which are in various states of planning and development.

Per the Assessment Roll A for Bond Area 1 of the District prepared by MuniCap, Inc. ("MuniCap"), and approved by the Council on September 14, 2020, the Annual Assessment A for Bond Area 1 totals $665,000 for the year ending December 31, 2020. Further, the Assessment A on the real property within Bond Area 1 has been allocated to approximately 840 distinct parcels; as of December 31, 2020, virtually all of the parcels in Bond Area 1 had been developed and were owned by individual homeowners.

Per the Assessment Roll A for Bond Area 2 of the District prepared by DTA, and approved by the Council on September 14, 2020, the Annual Assessment A for Bond Area 2 totals $844,110 for the year ending December 31, 2020. Further, the Assessment A on the real property within Bond Area 1 has been allocated to approximately 822 distinct parcels; as of December 31, 2020, approximately 548 of the parcels in Bond Area 2 had been developed and were owned by individual homeowners.

BOND OWNERS' RISKS

RISK FACTORS

The following is a discussion of certain risks which should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2021A-3 Bonds. This discussion does not purport to be comprehensive or definitive; rather, it is meant to draw attention to some, though not necessarily all of the risks that may be peculiar to obligations such as the 2021A-3 Bonds. Each potential investor is expected and encouraged to make its own independent evaluation of the merits of acquiring and holding the 2021A-3 Bonds. The occurrence of any of the events discussed herein could adversely affect the ability or willingness of any Landowner to pay the Assessments when due. Any failure to pay Assessments could result in the inability to make full and punctual payments of debt service on the 2021A-3 Bonds and a default under the Indenture. In addition, the occurrence of any of the events discussed herein could adversely affect the value of the property in the District, which could, in turn, adversely affect the ability of the County to realize proceeds in a foreclosure action against the property to recover delinquent Assessments.

LIMITATIONS AND COLLECTABILITY OF ASSETS

The business plan for Phase 4 of the Development assumes that portions of the actual payment of the Assessments will be made by individuals or entities buying benefited parcels in the Development or by the tenants of buildings in the Development. While nearly 25 percent (25%) of the residential lots located or expected to be located in Bond Area 3 are owned by individuals, market conditions such as competition with other competitive developments or adverse changes in general economic conditions may limit the ability of the Developer to pass some or all of the Assessments to any subsequent owners of real property in the District (the "Subsequent Landowners" and, together with the Developer, "Landowners"). The legal obligation to pay the Assessments rests with the Landowners. No assurance can be made that the construction and development of the Development will be completed. See **"—FAILURE TO DEVELOP PROPERTIES"** below. As a result, no assurance can be given that the Developer, will continue to pay the Assessments in the future or that they will be able to pay such Assessments on a timely basis. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant Landowner of benefited property, delays could occur in the payment of debt service on the 2021A-3 Bonds as such bankruptcy could negatively impact the ability of the Developer and any other Landowner to pay the Assessments. In addition, the remedies available to the Owners of the

2021A-3 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2021A-3 Bonds, including, without limitation, enforcement of the obligation to pay Assessments and the ability of the County to foreclose the lien of such Assessments may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2021A-3 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available respecting 2021A-3 Bonds could have a material adverse impact on the interest of the owners of the 2021A-3 Bonds.

DEVELOPMENT RISKS

The progress of the Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. In addition, the growth of Phase 4 of the Development is subject to comprehensive federal, state, and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of required improvements, both public and private, and construction of the buildings intended for the Development must be in accordance with applicable zoning, land use and environmental regulations. Failure to obtain any such approvals in a timely manner could delay or adversely affect the progress of Phase 4 of the Development, which may negatively impact the Developer's desire or ability to continue such development. To the knowledge of the Developer, all necessary approvals have been obtained to date in connection with Phase 4 of the Development. No assurance can be given that unknown hazardous materials, protected animals, etc. do not currently exist or may develop in the future whether originating within the Development or from surrounding property, and what effect such may have on Phase 4 of the Development. See also, **"— FAILURE TO DEVELOP PROPERTIES"** below.

LIMITED RECOURSE

The Developer's obligation to pay the Assessments is limited solely to the obligation that any Landowner has to pay Assessments against its land, the Developer is not a guarantor of payment by any other Landowner of the Assessments applicable to it, and the recourse for the Developer's failure to pay Assessments is limited solely to its ownership interest in the assessed land. Assessments against land within the District that is not owned by the Developer are also not guaranteed by the owner of such land, and the recourse for the failure of any such Landowner to pay an Assessment is limited to such Landowner's ownership interest in the assessed land.

TIMELY PAYMENT OF ASSESSMENTS

The timely payment of the 2021A-3 Bonds depends on the willingness and ability of the Landowners to pay Assessments when due. Failure of Landowners to pay Assessments when due could result in the rapid, total depletion of the Series 2021A-3 Debt Service Reserve Account established for the 2021A-3 Bonds and a default in payments of the principal of and interest on the 2021A-3 Bonds.

VALUE OF REAL PROPERTY

Prospective purchasers of the 2021A-3 Bonds should not assume that the real property within Bond Area 3 could be sold for an amount sufficient to fund delinquent Assessments.

MARKET AND COMPETITION

In general, the regional residential market and the retail, commercial and office markets are highly competitive and are affected by competitive changes in geographic area, changes in the public's spending habits, population trends, traffic patterns, economic conditions and business climate. Other

competitive factors include location and attractiveness of facilities, proximity to certain types of businesses and supporting services. The ability of the Development to compete in this competitive market is dependent upon the foregoing and a variety of other factors about which no assurance can be given. See "**THE DEVELOPMENT—MARKET AND COMPETITION**" herein.

ASSESSMENT DELINQUENCIES

Timely payment of debt service on the 2021A-3 Bonds is dependent upon timely receipt of the Assessments. Under provisions of the Act, the Assessments, from which funds necessary for the payment of principal of and interest on the 2021A-3 Bonds are derived, are contained within a single bill from the County Auditor, which also includes the *ad valorem* taxes then due on the related Parcel within Bond Area 3. Such Assessments are due and payable and bear the same penalties and interest for non-payment as do regular *ad valorem* property tax installments. The unwillingness or inability of Landowners to pay any portion of the amounts due with respect to taxes and assessments that relate to a parcel within Bond Area 3 could result in a foreclosure action being taken by the County.

In the event that sales or foreclosures of property are necessary, and if the Series 2021A-3 Debt Service Reserve Account is depleted, there could be a delay in payments to owners of the 2021A-3 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the County of the proceeds of sale.

See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE,**" for a discussion of the provisions which apply, and procedures which the County is obligated to follow in the event of delinquencies in the payment of Assessments. See "**—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS**" and "**—BANKRUPTCY**" below, for a discussion of limitations on the County's ability to foreclose on the lien of the Assessments in certain circumstances.

POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS

In the event that any installment of Assessments or the payment of County real estate taxes is delinquent on March 17 of the year in which Assessments and County real estate taxes will have become due, the County is authorized to initiate enforced collection procedures against the owner of record of the property. These procedures culminate in a sale, which should take place on the first Monday in October of the year in which such sums are due. The process of enforced collection and sale may be subject to delays for various reasons and potential investors should be aware that many of the reasons for delay are beyond the control of the County. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE.**"

Delays and uncertainties in the enforced collection process create significant risks for Bond Owners. High rates of delinquency of Assessments or real estate tax payments that continue during the pendency of such proceedings could result in the rapid, total depletion of the Series 2021A-3 Debt Service Reserve Account. In that event, there could be a default in payments of the principal of, and interest on, the 2021A-3 Bonds.

The payment of the Assessments and the ability of the County to effect a sale to force collection of delinquent unpaid Assessments pursuant to its covenant to enforce collection may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—COLLECTION PROCEDURES**" **and** "**BOND OWNERS' RISKS—LIMITATIONS ON COLLECTABILITY OF ASSETS**" and "**—BANKRUPTCY.**"

The ability of the County to effect a sale with respect to the lien of a delinquent unpaid Assessment also may be limited with regard to properties in which the FLC may acquire an interest. The FLC currently does not have an interest in the land within Bond Area 3. However, if a lender takes a security interest in the subject property and becomes insolvent, such a lender could fall under the jurisdiction of the FLC, in which case FLC policies regarding the payment of state and local property taxes, including real estate taxes and assessments, may apply and such policies may include a requirement that the County obtain the consent of the FLC prior to foreclosing on the lien of special taxes, which may affect the ability of the County to complete such a sale in a timely fashion.

No assurances can be given that the real property subject to sale will be sold; or that property acquired by the FLC in connection with a sale will be resold; or, if sold or resold, that the proceeds of such a sale will be sufficient to pay any delinquent Assessments. As provided in the Act, assessments (such as the Assessments) constitute a lien on real property superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for assessments (such as the Assessments) and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for assessments (such as the Assessments) is either at the same level of priority as, or is subordinate only to, the liens for property taxes. If the Series 2021A-3 Debt Service Reserve Account is depleted and delinquencies in the payment of Assessments exist, there could be a default or delay in payments of debt service on the 2021A-3 Bonds pending prosecution of foreclosure proceedings and receipt by the County of foreclosure sale proceeds, if any. There can therefore be no assurance that the Assessments will at all times be sufficient to pay debt service on the 2021A-3 Bonds.

BANKRUPTCY

Although a bankruptcy proceeding would not cause the Assessments to become extinguished, the amount and priority of any Assessment could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of the Landowners could result in a delay in foreclosure proceedings. Such delay could increase the likelihood of a delay or default in the payment of debt service on the 2021A-3 Bonds.

EXEMPT PROPERTIES

The Rate Study assumes that Assessments will not be levied on Non-Benefited Property (as defined in the Rate Study). If for any reason any parcel of the property subject to Assessments becomes exempt from taxation by reason of transfer to or ownership by a non-taxable entity such as the federal, state or local government or another public agency, subject to *ad valorem* taxes and Assessments being paid current at the time of the transfer, the Rate Study does not reallocate Assessments to the remaining taxable parcels within Bond Area 3. If the transfer occurs by reason of condemnation proceedings, the laws of the State require the application of condemnation proceeds, if any, to the payment of *ad valorem* taxes and assessments related to such property, and the amount received as a result of such proceeding may not be sufficient to pay the Assessment upon such parcel. In the case of the public dedication, gift or transfer without consideration of a parcel there may be no mechanism for collecting the Assessment on such parcel once it becomes Non-Benefited Property. The Rate Study provides that when a parcel is subdivided into additional parcels, and a subdivided parcel becomes Non-Benefited Property, the Assessment with respect to that parcel may be collected from the other subdivided parcels which remain taxable property. The Rate Study also provides that prepayment of the Assessment is required when a taxable parcel is acquired by an entity which results in such parcel being reclassified as Non-Benefited Property (whether as a result of a condemnation proceeding or taking or due to a consensual transaction) and, in the event of such a prepayment in the event of a condemnation proceeding or sale under threat of condemnation, the extraordinary mandatory redemption provisions shall apply, as more fully described above under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption***."

If a substantial portion of land within Bond Area 3 became exempt from Assessments because of public ownership or otherwise, the amount of the Assessments which could be levied upon the remaining property might not be sufficient to pay principal of and interest on the 2021A-3 Bonds when due.

INSUFFICIENCY OF ASSESSMENTS

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County. Notwithstanding the foregoing, all Assessments imposed on property in Bond Area 3, including Assessments imposed on the Commercial Parcel, are part of the Pledged Revenues securing the 2021A-3 Bonds on a parity with the 2006A-3 Bonds.

There is no assurance that the amount of the Assessments will at all times be sufficient to pay the amounts required to be paid by the Indenture, including interest accruing on unpaid principal or interest on the 2021A-3 Bonds. In addition, delays in collection or foreclosure of Assessments could result in insufficient funds being available to pay timely debt service on the 2021A-3 Bonds after depletion of the Series 2021A-3 Debt Service Reserve Account. There is no provision in the Act, the Bond Ordinance or the District Ordinance for the levy of Assessments to replenish the Series 2021A-3 Debt Service Reserve Account in the event of delays in collection or foreclosure.

See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE**" above and the subsection "**—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS**" above under this heading.

DISCLOSURE TO FUTURE PROPERTY PURCHASERS

There is no provision in the Act that requires a notice to future purchasers other than the record notice provided in connection with the establishment of the District. There can be no guarantee that title companies will refer to such notices in title reports or that a prospective purchaser or lender will consider, or receive notice, of such Assessment obligation in the purchase of a parcel within Bond Area 3 or the lending of money thereon. Any failure on the part of a prospective lender or purchaser to determine the existence of the Assessments may affect the willingness and ability of such future owner, but not the legal obligation of such owner, to pay the Assessments when due.

NO ACCELERATION PROVISION

The Indenture contains no provision for the acceleration of the 2021A-3 Bonds in the event of a payment default or other default under the terms of the 2021A-3 Bonds or the Indenture. The ultimate source of recovery in the event of a default of payment of Assessments is the foreclosure provision described under "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE.**"

ILLIQUIDITY OF 2021A-3 BONDS AND LIMITED SECONDARY MARKET

The 2021A-3 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2021A-3 Bonds in the event an owner of 2021A-3 Bonds determines to solicit purchasers of the 2021A-3 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2021A-3 Bonds may be sold. Such price may be lower than that paid by the then 2021A-3 Bondholder, depending on the progress of the Development, existing market conditions and other factors. Although the County and the Developer have committed to provide certain financial and operating information as set forth in Appendix G, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto, there can be no assurance that such information will be available to owners of the 2021A-3 Bonds on a timely basis. See "**CONTINUING DISCLOSURE**" herein. The failure to provide the required financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

LOSS OF TAX EXEMPTION

As discussed under the caption "**TAX TREATMENT**," the interest on the 2021A-3 Bonds could become includable in gross income for federal income tax purposes retroactive to the date of delivery of the 2021A-3 Bonds as a result of a failure of the County to comply with certain provisions of the Code. Should such event of taxability occur, the 2021A-3 Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption, extraordinary redemption or mandatory sinking fund redemption provisions (as applicable) of the Indenture.

OTHER ASSESSMENTS AND TAXES

The willingness and/or ability of a Landowner to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the County or any other local special purpose or general purpose governmental entities. Public entities whose boundaries overlap those of the District, including the Lancaster County Water and Sewer District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District.

By enactment of Ordinance No. 1083, the Council established the Indian Land Fire Protection District ("Fire District"). The Fire District includes the property within the Development. The purpose of the Fire District is to provide a funding mechanism through the imposition of a uniform service charge for the provision of fire protection at a level over and above the level provided outside of the Fire District. The annual uniform service charge was set initially at seventy five dollars ($75.00) per equivalent residential unit ("ERU") and is presently set at seventy-five dollars ($75.00) per ERU. The exact ERU amount is set annually by the Council. One dwelling unit equals one ERU and for structures other than dwellings, one ERU is equal to each 2500 square feet or fraction thereof. The uniform service charge is not imposed on undeveloped property. Imposition and collection of the uniform service charge begins only when a certificate of occupancy is issued with respect to a particular parcel of property.

LEGISLATIVE INITIATIVES

The South Carolina General Assembly may, from time to time, consider bills and proposed constitutional amendments that could affect local *ad valorem* property taxes and could reduce significantly the amount of *ad valorem* taxes that may be payable for property in the Development. No such proposals are currently pending and it is impossible to predict whether any of these proposals are forthcoming, what form they will take and when they might become effective.

FAILURE TO DEVELOP PROPERTIES

The Developer and the County will enter into an Acquisition and Project Funding Agreement (the "Funding Agreement") when the 2021A-3 Bonds are issued, pursuant to which the Developer will agree to complete the 2021A-3 Project and transfer components thereof to the County or other public entities, in exchange for a portion of the proceeds of the 2021A-3 Bonds deposited to an account within the Acquisition and Construction Fund related thereto (the "Series 2021A-3 Acquisition and Construction Account"). The Funding Agreement will provide, among other things, that the Developer shall not be relieved of its obligation to construct and complete the 2021A-3 Project even if there are insufficient funds in the Series 2021A-3 Acquisition and Construction Account to pay the actual costs thereof. Further, the Developer will agree to pay any and all costs of acquiring, constructing, and installing the Series 2021A-3 Project in excess of the available proceeds of the 2021A-3 Bonds therefor (or in lieu thereof will acquire and construct the components of the Series 2021A-3 Project not acquired and constructed by the County with such proceeds and convey such completed improvements to, or upon the order of, the County).

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bond Owners should it be necessary to institute proceedings due to the nonpayment of Assessments. Failure to complete development or substantial delays in the completion of the development of the Development due to litigation or other causes may reduce the value of the Development and increase the length of time during which Assessments will be payable from undeveloped property, and may affect the willingness and ability of the owners of such property to pay the Assessments when due.

There can be no assurance that development operations with respect to the Development will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, state and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, or the national economy. A slowdown of the development process and the absorption rate could adversely affect the ability or desire of the property owners to pay the Assessments. Similarly, the failure by the Developer to close on the construction and sale of homes in the Development could reduce the ability or desire of the Developer to pay the Assessments. In either such event, there could be a default in the payment of principal of and interest on the 2021A-3 Bonds when due.

ADDITIONAL RISKS

This section does not purport to summarize all risks that may be associated with purchasing or owning the 2021A-3 Bonds and prospective purchasers are advised to read this Private Placement Memorandum in its entirety for a more complete description of investment considerations relating to the 2021A-3 Bonds.

DEBT SERVICE REQUIREMENTS

The following represents the debt service schedule for the 2006A-3 Bonds (payable after January 1, 2022) and the 2021A-3 Bonds based on the maturity dates and interest rates set forth on the inside cover of this Private Placement Memorandum and the mandatory redemption requirements applicable to the 2021A-3 Bonds set forth above:

	2006A-3 Bonds	**2021A-3 Bonds**		
Year Ending December 31	**Total Debt Service**	**Principal**	**Interest**	**Total Debt Service**
2022	$285,751	-	$366,300	$652,051
2023	285,421	$67,000	244,200	596,621
2024	289,824	67,000	240,180	597,004
2025	288,695	72,000	236,160	596,855
2026	287,299	77,000	231,840	596,139
2027	285,636	84,000	227,220	596,856
2028	288,707	87,000	222,180	597,887
2029	286,245	93,000	216,960	596,205
2030	288,517	95,000	211,380	594,897
2031	290,255	98,000	205,680	593,935
2032	286,461	102,000	199,800	588,261
2033	287,400	108,000	193,680	589,080
2034	287,806	114,000	187,200	589,006
2035	287,679	121,000	180,360	589,039
2036	287,019	127,000	173,100	587,119
2037	285,826	136,000	165,480	587,306
2038	289,100	141,000	157,320	587,420
2039	286,574	151,000	148,860	586,434
2040	288,516	156,000	139,800	584,316
2041	289,658	162,000	130,440	582,098
2042	0	463,000	120,720	583,720
2043	0	489,000	92,940	581,940
2044	0	515,000	63,600	578,600
2045	0	545,000	32,700	577,700
Total	$5,752,389	$4,070,000	$4,388,100	$14,210,489

ESTIMATED SOURCES AND USES OF BOND PROCEEDS

	TOTAL
Sources of Funds	
Proceeds of the 2021A-3 Bonds	
TOTAL SOURCES	
Uses of Funds	
Deposit to Series 2021A-3 Acquisition and Construction Account	
Deposit to Series 2021A-3 Debt Service Reserve Account	
Costs of Issuance[1]	
TOTAL USES	

[1] Includes legal fees, fees of the Trustee and Consultant, and other costs related to the issuance of the 2021A-3 Bonds, and rounding.

THE 2021A-3 PROJECT

The proceeds of the 2021A-3 Bonds are expected to be applied to finance a portion of certain public infrastructure located in and supporting certain sub-phases of Phase 4 of the Development as follows; the remaining portion of which shall be funded directly by the Developer pursuant to the Funding Agreement:

Type of Infrastructure	Phase 4-1	Phase 4-2	Phase 4-3	Phase 4-4	Phase 4-5	Total
Roads & Paving	$ 463,263	$ 511,611	$384,124	$226,964	$ 383,971	$1,969,933
Sanitary Sewer	254,717	596,417	184,113	278,566	440,807	1,754,620
Water	302,542	391,335	232,997	231,344	254,000	1,412,218
Total	$1,020,522	$1,499,363	$801,234	$736,874	$1,078,778	$5,136,771

Source: Developer

R. Joe Harris & Associates has been engaged to update the status of the various infrastructure serving Bond Area 3 and has provided the Supplemental Report of Civil Engineer, included as Appendix C hereto.

TAX TREATMENT

FEDERAL TAX TREATMENT

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Columbia, South Carolina, as Bond Counsel, to be delivered on the delivery date of the 2021A-3 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the County's continued compliance with certain covenants described below, interest on the 2021A-3 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (the "Code"), including the Treasury Regulations promulgated thereunder, imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on tax-exempt obligations, such as the 2021A-3 Bonds, including, among other things, permitted uses and investment of the proceesd of the 2021A-3 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. The County has covenanted to comply with certain covenants, restrictions, conditions and requirements designed to ensure that interest on the 2021A-3 Bonds will not

become includable in gross income. Failure to comply with these covenants could cause interest on the 2021A-3 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2021A-3 Bonds. The opinion of Bond Counsel assumes the accuracy of certain representations of the County with respect to the investment and use of proceeds of the 2021A-3 Bonds and compliance by the County with certain covenants.

The Code imposes an alternative minimum tax on an individual's alternative minimum taxable income. Interest on the 2021A-3 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although Bond Counsel is of the opinion that interest on the 2021A-3 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2021A-3 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2021A-3 Bonds should be aware that ownership of the 2021A-3 bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan and taxpayers subject who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2021A-3 Bonds. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2021A-3 Bonds should consult their tax advisors as to the tax consequences of purchasing or holding the 2021A-3 Bonds.

Bond Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or even occurring (or not occurring) after the issuance date of the 2021A-3 Bonds may affect the tax status of interest on the 2021A-3 Bonds. In rendering its opinion, Bond Counsel will rely on certificates and representations of the County with respect to certain material facts solely within the County's knowledge relating to the investment and use of the proceeds of the 2021A-3 Bonds and compliance by the County with certain covenants.

CHANGE IN LAW

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause the interest on the 2021A-3 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the beneficial owners thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly limit the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2021A-3 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2021A-3 Bonds. Prospective purchasers of the 2021A-3 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislative, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

IRS AUDIT

The Internal Revenue Service ("IRS") has established an ongoing program to audit tax exempt obligations to determine whether interest on such obligations is includable in gross income for federal income tax purposes. Under current procedures, parties other than the County and its appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax exempt bonds is difficult, obtaining an independent review of IRS positions with which the County legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to,

selection of the 2021A-3 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the 2021A-3 Bonds, and may cause the County or the beneficial owners to incur significant expense.

STATE TAX TREATMENT

Bond Counsel is of the opinion that under present laws of the State, interest on the 2021A-3 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the South Carolina Code imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2021A-3 Bonds will be included in such computations.

SUITABILITY FOR INVESTMENT

Investments in the 2021A-3 Bonds pose certain economic risks and are most suitable for sophisticated, institutional investors. No dealer, broker, salesman or other person has been authorized by the County to give any information or make any representations, other than those contained in this Private Placement Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the Development, and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of 2021A-3 Bonds, Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2021A-3 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2021A-3 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2021A-3 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

There is no litigation of any nature now pending or threatened in writing restraining or enjoining the issuance, sale, execution or delivery of the 2021A-3 Bonds, or in any way contesting or affecting the validity of the 2021A-3 Bonds or any proceedings of the County taken with respect to the issuance or sale thereof, the validity of the Assessments, the pledge or application of any moneys or security provided for the payment of the 2021A-3 Bonds, or the existence or powers of the County.

There is no litigation against the Developer of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the development of the Development as described herein, materially and adversely affect the ability of the Developer to pay the Assessments imposed against the lands within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Private Placement Memorandum or to enter into the Disclosure Agreement (as defined herein) or the Funding Agreement.

CONTINUING DISCLOSURE

Although the offering and sale of the 2021A-3 Bonds will be exempt from the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the County and the Developer will execute a Continuing Disclosure Agreement relating to the 2021A-3 Bonds (the "Disclosure Agreement") at closing and agree to provide or update certain information related to the 2021A-3 Bonds and Bond Area 3. In addition, certain information will be provided on a quarterly basis until homeownership in Bond Area 3 reaches certain thresholds. The specific nature of the information, as well as the circumstances under which enumerated events will be reported, is contained in Appendix G, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto.

A failure to comply with the requirements of the Disclosure Agreement will not result in a default under the Indenture.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the 2021A-3 Bonds are subject to the approval of Burr Forman McNair, Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the County by its counsel, Smith Robinson Holler DuBose and Morgan, LLC, Columbia, South Carolina.

FORWARD-LOOKING STATEMENTS

This Private Placement Memorandum contains certain "forward-looking statements" concerning the County, the Development, and the Developer's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of either the County or the Developer. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate," and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2021A-3 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Private Placement Memorandum has been prepared in connection with the sale of the 2021A-3 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Private Placement Memorandum is not to be construed as a contract with the Holders or Beneficial Owners of any of the 2021A-3 Bonds.

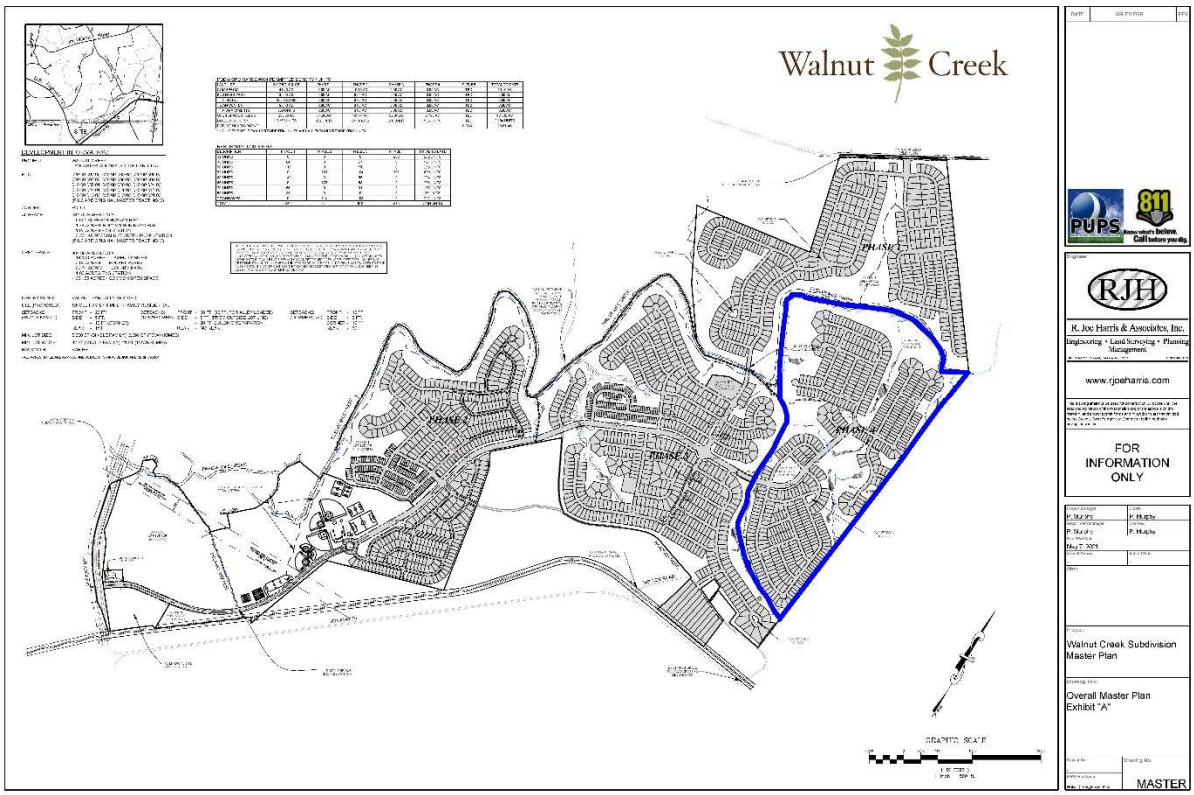
This Private Placement Memorandum has been duly authorized, executed and delivered by the County.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

APPENDIX A

MAP OF DEVELOPMENT AND PHASE 4 OF DEVELOPMENT



Map of Development with Phase 4 Highlighted



Map of Phase 4 of the Development

APPENDIX B

MAP OF DISTRICT AND BOND AREA 3

[Insert Map of Improvement District and Bond Area 3]

APPENDIX C

SUPPLEMENTAL ENGINEERING REPORT OF CIVIL ENGINEER

[TO BE INSERTED INTO FINAL PPM]

APPENDIX D

ASSESSMENT ROLL A FOR BOND AREA 3, INCLUDING RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS

APPENDIX E

BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST

FISCAL YEAR	ANNUAL ASSESSMENT BILLING	PARCELS LEVIED	DELINQUENT ASSESSMENT AMOUNT AS OF INITIAL PAYMENT DUE DATE
2016-2017	$342,000	2	N/A
2017-2018	324,939	3	$ 0
2018-2019	326,108	3	287,580†
2019-2020	322,025	3	0
2020-2021	322,956	82	985

† Reflects two parcels, both owned by Lennar Carolinas LLC, that were unpaid in the Fiscal Year 2018-2019 assessment as of February 11, 2019. Reminder letters were sent by the County to the property owner on February 18, 2019. The property owner paid both assessments in full on May 2, 2019.
Source: David Taussig and Associates, Inc.

FISCAL YEAR	FORECASTED ANNUAL ASSESSMENT BILLING†
2021-2022	$640,000
2022-2023	635,263
2023-2024	636,420
2024-2025	637,058
2025-2026	637,147

† Based on actual debt service of 2006A-3 Bonds [and 2021A-3 Bonds] and estimated amounts to be expended on Administrative Expenses, net of application of approximately $50,000 of previously collected Assessments for Fiscal Year 2021-2022.
Source: David Taussig and Associates, Inc.

APPENDIX F

OPINION OF BOND COUNSEL

[Letterhead of Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel]

[Date of Delivery]

Lancaster County Council
Lancaster, South Carolina

Re: $[4,070,000] Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Gentlemen:

We have acted as bond counsel for Lancaster County, South Carolina (the "County"), in connection with the issuance of its $_____ Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2021A-3 (the "Bonds"). In such capacity, we have examined such law and certified proceedings and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 4, Chapter 35, Code of Laws of South Carolina 1976, as amended (collectively, the "Act"); an ordinance enacted on December 14, 2015 by the County Council of the County (the "Ordinance"); and an Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented (the "Master Indenture"), as supplemented particularly by a Second Supplemental Trust Indenture (the "Second Supplemental Indenture") dated _____, 2021, both between the County and Wells Fargo Bank, N.A., as trustee (the "Trustee") (the Master Indenture and the Second Supplemental Indenture are herein collectively referred to as the "Indenture").

The Bonds are issued, together with other funds, to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined in the Indenture); and (iii) pay certain costs associated with the issuance of the Bonds.

As to questions of fact material to our opinion, we have relied upon the representations of the County contained in the Indenture and the Federal Tax Certificate of the County dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the Bonds have been duly authorized, executed and delivered by all parties thereto, and we have further assumed the due organization, existence and powers of such other parties relating to the issuance of the Bonds.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the County or any other party in connection with the execution and delivery of the Bonds. We

have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the County in connection with the sale of the Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

Based on the foregoing, we are of the opinion that:

1. The County is validly existing as a body corporate and politic of the State with legal power to enact the Ordinance, execute and deliver the Indenture, perform the agreements on its part contained therein, and issue the Bonds.

2. The Indenture has been duly authorized, executed and delivered by the County and constitutes a valid and binding agreement of the County enforceable against the County in accordance with its terms. The Indenture creates a valid pledge of the Trust Estate (as defined in the Indenture), for the security of the Bonds.

3. The Bonds have been duly authorized, executed and delivered by the County and are valid and binding limited obligations of the County, payable solely from the Trust Estate.

4. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

5. Under the laws of the State of South Carolina, the Bonds and the interest thereon are presently exempt from all taxation in the State, except estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Bonds.

We express no opinion regarding tax consequences arising with respect to the Bonds, other than as expressly set forth herein, or regarding the accuracy, adequacy or completeness of the Private Placement Memorandum relating to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture, are limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity. We express no opinion as to the enforceability of any indemnification provisions within the Indenture.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

The opinions expressed herein are limited to matters concerning the federal laws of the United States of America and the laws of the State. We express no opinion as to the laws of any other jurisdiction.

Very truly yours,

BURR & FORMAN LLP

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX H

COPY OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE

APPENDIX I

INFORMATION REGARDING LANCASTER COUNTY, SOUTH CAROLINA

General Description

Lancaster County, South Carolina ("County") was established in 1785, is located in the north central section of South Carolina, and is bounded on the west by the Catawba River and Sugar Creek, on the east by Lynches River, on the south by Kershaw County and on the north by Mecklenburg County and Union County in North Carolina. The County includes three incorporated municipalities: Lancaster, Kershaw, and Heath Springs. The City of Lancaster, the county seat, is located 37 miles south of Charlotte, North Carolina, and 60 miles north of Columbia, South Carolina, the state capital. According to the 2010 Census, the population of the County was 76,652; the 2019 population of the County is estimated to be 98,012.

Form of Government

The County operates under the Council-Administrator form of government. The County Council consists of seven members elected from single-member districts for four-year terms. The County Council bi-annually elects one member to serve as Chairman, one member to serve as Vice-Chairman and one member to serve as Secretary.

The County Council is responsible, among other things, for enacting ordinances, adopting an annual budget for all County departments, setting a tax rate, and levying ad valorem taxes necessary to carry out County functions and pay County indebtedness. The County Council employs a County Administrator who is responsible for day-to-day operations of the County and for implementing County Council policy.

The present members of the County Council, their respective occupations and number of years of service on County Council are as follows: [Need to confirm occupations and years of service]

Name	Occupation	Years of Service
Steve Harper, Chairman	Self-Employed	8
Brian Carnes, Vice-Chairman	Self-Employed	8
Billy Mosteller, Secretary	Self-Employed	4
Allen Blackmon	Retired	2
Terry Graham	Self-Employed	4
Larry Honeycutt	Retired	14
Charlene McGriff	Director of Non-Profit Corp	11

Mr. Steve Willis is County Administrator and has served in this position since February 26, 2007. Mr. Willis has over 30 years in governmental service in the Lancaster area. Some of the positions he has held include City and Deputy City Administrator for the City of Lancaster, Battalion Fire Chief/Deputy Fire Chief for the Lancaster Fire Department, and Administrative/Investigative Lieutenant and Support Services Capitan for the Lancaster Police Department. Mr. Willis graduated from The Citadel in 1978 with a Bachelor of Arts in Political Science.

The County Chief Financial Officer is Ms. Veronica C. Thompson who has served in such position (or equivalent position) since June 15, 2001. Ms. Thompson previously served as a staff accountant for the County for four years. She graduated from Newberry College in December 1990 with a Bachelor's Degree in Accounting. She is a member of Government Finance Officers Association (South Carolina and National) and the Association of Government Accountants.

In addition to the County Council, various county officers are also elected, including the County Auditor, County Treasurer, Clerk of Court, Coroner, Probate Judge and Sheriff.

Services Provided

The County provides various local services which are funded primarily from the County's *ad valorem* tax levy as reflected in its annual budget for the fiscal year ending June 30, 2021. The County also collects fees and user charges to offset the cost of providing certain of these services.

In order to provide these services, in its annual budget for the fiscal year ending June 30, 2021, the County authorized approximately 538 full-time-equivalent positions, consisting of:

Services	Full Time Equivalent
General Government Administration	113
Administration of Justice	34
Culture & Recreation	35
Public Safety & Law Enforcement	230
Public Works	44
Public Health & Welfare	82
Total	538

Other Services Provided Within the County

Several municipalities within the County also provide some of the services listed above and additional services not provided by the County.

Water and sewer services to portions of the County are provided by the Lancaster County Water and Sewer District. Refuse collection is handled directly by the municipalities or franchised by the County to private contractors. Household garbage convenience stations are provided at various locations throughout the County.

Public safety and law enforcement for the County employs 230.0 full-time-equivalent employees and includes one police station, two police sub-stations, and 18 fire stations.

Public health and welfare for the County employs 82.0 full-time-equivalent employees and serves County residents through eight EMS stations.

The County Public Works Department provides solid waste service throughout the County, maintains an estimated 279 miles of paved roads and 219 miles of unpaved roads, and has 44.0 full-time-equivalent employees.

The County Culture & Recreation Department maintains 38 County parks (parks, fields and playgrounds), four recreation centers and three libraries with 35.0 full-time-equivalent employees. Upgrades to recreation and library facilities are planned for fiscal year ending June 30, 2021.

Municipal Solid Waste Landfill

The County's landfill was closed as of June 30, 1995. The South Carolina Department of Health and Environmental Control ("DHEC") requires landfill operators to provide for inspection and maintenance of the physical characteristics of the site, as well as monitoring and maintenance of the groundwater and gas monitoring systems and the leachate collection and treatment system, for a period of thirty years after closing. DHEC also requires that operators cover the landfill with a minimum cover of a

certain permeability. The County's liability for closure and post-closure care costs is based on landfill capacity used to date. Because the landfill is closed, the County considers it to be at 100% of capacity.

During fiscal year ended June 30, 2020, the County expended $23,849 in landfill closure costs. Remaining post-closure costs are estimated by the County at $1,086,215 and included with the long-term liabilities in the County's audited statement of net assets as of June 30, 2020. Post-closure care costs are based on engineering estimates and are subject to change due to inflation, deflation, technology, and applicable laws and regulations.

Commerce and Industry

Historically, the County's economy has been dominated by the textile industry. However, over the last decade it has become one of the most diverse economies in the State. The County's economy is drive by corporate headquarters, advanced manufacturing and mining operations. According to the South Carolina Department of Employment and Workforce, recent employment is highest in the category of the professional, scientific, and technical services industry. Manufacturing operations is the second highest component of the County's workforce.

The County's business community is exceptionally strong and is home to the headquarters for CompuCom Systems, Continental Tire the Americas, Founders Federal Credit Union, INSP Network, Movement Mortgage, Red Ventures and Sharonview Federal Credit Union. Advanced manufacturing operations are abundant and include Akzo Nobel, Cardinal Health, Fab Fours, Nutramax Laboratories, Oceana Gold, PCI Group and Silgan Containers.

The County is in the process of developing new industrial projects, especially in the SC 9 Corridor. Projects include a new 483-acre industrial park adjacent to the County's general aviation airport and a 100,000-square foot spec building at the Air Rail Park. These projects are less than an hour from Charlotte Douglas International Airport and downtown Charlotte via SC 9 and US 521 to I-485. Additionally, the County boasts affordable land in one of the fastest growing areas of Charlotte. The County is the fastest growing county in the Charlotte Region, second fastest in the State and thirty-second fastest in the United States. There are numerous new residential developments throughout the County as a result of the County's low taxes and the school system. In the past few years, the County has seen an increase in commercial development such as retail and restaurants.

Since 20212, the County has announced 61 new and expanding businesses representing 11,251 new jobs and $1,575,000,000 in new investment. Recent developments are described in detail below.

In April 2021, VOCO America, Inc., a German-based manufacturer of dental materials, announced pllans to expand the company's North American headquarters in the County. The new, company-owned 16,000-square-foot facility, which will include a state-of-the-art training center, is expected to be completed by the fourth quarter of 2021. The more than $3.2 million investment is expected to create 15 new jobs.

In March 2021, Studio Displays, Inc., a custom exhibit manufacturer, announced plans to establish operatons in the County. The new 82,000-square-foot facility, which is expected to be completed by October 2021, will increase the company's capacity with innovative equipment and technology for future projects. The more than $7.1 million investment will create 43 new jobs.

In March 2021, a Finland-based e-invoicing solutions provider for enterpirses announced plans to expand its North American headquaters in the County. Basware's expansion, which is expected to be completed in 2023, will create approximately 15 new jobs.

In October 2020, Continental Tire the Americas, LLC, a manufacturer and distributor of premium tires, announced plans to expand the company's operations in the County. The expansion will include a new 88,000-square-foot building, which will be constructed next to the existing headquarters. The company is investing more than $20 million into the expansion, which is expected to be completed by mid-2022.

In October 2020, a global online retailer of area rugs and home décor to national and international customer announced plans to expand its operations in the County. Unique Loom's $18.4 million expansion will increase the company's distribution capabilities by nearly doubling the size of its building with the construction of over 234,000 square feet of warehouse space and an additional 10,000 square feet of office space.

In October 2020, SynTech Design, announced plans to establish operations in the County. Established in 2020, the company provides 3D Building Information Modeling and design services to clients across the United States. The $450,000 investment is expected to create 20 new jobs.

ClickFold Plastics, a custom plastics manufacturer, announced its plans to establish operations in the County in September 2020. The new $1.5 million facility is projected to create 21 new jobs and be online by the fourth quarter of 2021.

In June 2020, a leading food product innovation and manufacturing company announced plans to expand its operations in the County. The 75,000-square-foot expansion over two facilities will enable the company to significantly grow production and distribution capabilities for major fast food restaurants, food manufacturers and its private label packaging. The over $9.4 million investment by McClancy Seasoning, is projected to create 108 new jobs, more than doubling the company's employment. The expansion is expected to be completed by September 2021.

In February 2020, REMBE Inc. announced plans to locate its United States operations in the County. REMBE Inc. specializes in explosion protection and pressure relief for a wide variety of industries. The more than $3.4 million investment is projected to create 22 new jobs.

In February 2020, Scientex Packaging Film, one of the world's largest producers of stretch film, announced plans to establish operations in the County with a $43 million investment that is projected to create 69 new jobs. The new Scientex Packaging Film facility will be equipped with state-of-the-art machinery, incorporating the latest technology in cast stretch film as well as best in class utilities to support the production.

In August 2019, Ardornus Cabinetry, LLC, a leading manufacturer and distributor of kitchen cabinets and bathroom vanities, announced plans to establish a 349,000-square-foot manufacturing location and corporate headquarters in the County. The more than $10 million investment is expected to create 210 new jobs.

In October 2018, Nutramax Laboratories, a leading manufacturer and marketer of nutritional supplement products for people and their pets, announced its plans to expand its existing buildings to accommodate additional corporate needs and increase its manufacturing capacity. The company's expansion constitutes an investment of $20 million creating 225 jobs. This expansion is in addition to the company's January 2016 announcement of an investment of $15 million creating 124 new jobs.

A $2.8 million investment projected to create 139 new positions was announced by Synergy Steel in August 2018. Synergy Steel provides solutions to the housing and construction industry through the collaboration of light gauge steel manufacturing and innovative framing and panelization techniques. The company's new, 32,000-square-foot facility will manufacture steel studs, engineered floor and roof

trusses and wall panels for the construction industry. The process will involve a series of roller machines that will produce the final product, which will then be panelized before leaving the facility.

In December 2017, Fab Fours Inc., one of the largest aftermarket bumper manufacturers in the world, announced its plans to expand its operations in the County. The $5.7 million capital investment is projected to create 88 new jobs. The company's expansion will involve a large-scale capacity expansion of new equipment and continuing product development. Hiring was already underway at the time of the company's announcement.

The Blythe Company announced in October 2017 that it was expanding its headquarters and other operations into the County, bringing $4 million of capital investment and leading to the creation of 21 new jobs. With more than 40 years of experience, The Blythe Company is a distributor and servicer of parts to a variety of industries, including the natural gas, oil and chemical markets. The Company's new 20,000-square-foot facility will include headquarters, sales and distribution operations, as well as a research and development service center.

In August 2017, a United Kingdom-based world leader in developing, manufacturing and marketing advanced technology products for the construction industry announced the launching of its first U.S. manufacturing operations in the County. Don Construction Products' investment of $6.2 in capital investments is expected to create 21 new jobs.

Capital Investment

The following table sets forth the total announced capital investment for new and expanded industry within the County for the last five years for which information is available.

Year	New Investment	New Employment
2016	$60,803,952	1,716
2017	50,823,000	1,075
2018	88,800,000	1,479
2019	10,000,000	210
2020	85,850,000	256
2021[1]	10,300,000	73

[1] Through May 12, 2021.
Note: This table includes only those projects in which the South Carolina Department of Commerce was instrumental in bringing the project to the County.
Source: South Carolina Department of Commerce

Labor Force

The composition of the nonagricultural labor force in the County, based on place-of-work basis, for the last five years for which information is available is as follows:

	2015	2016	2017	2018	2019
Manufacturing	3,219	3,343	3,307	3,443	3,456
Construction	1,391	1,438	1,437	(D)	1,581
Mining	33	(D)	(D)	(D)	(D)
Forestry & Fishing	101	(D)	(D)	(D)	(D)
Transportation & Public Utilities	(D)	(D)	(D)	(D)	(D)
Wholesale & Retail Trade	4,378	4,333	4,534	4,666	5,111
Information	500	511	545	489	506
Finance, Insurance & Real Estate	2,341	3,160	3,387	3,563	2,943
Services	15,105	16,203	16,251	16,810	17,584
Government	4,058	4,105	4,193	4,283	4,895
TOTAL	31,644	33,984	34,705	35,853	37,288

(D) Not shown to avoid disclosure of confidential information.
Note: Totals may not add due to rounding and to avoid disclosure of confidential information.
Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The labor force participation rates of residents of the County (regardless of place of employment) for the five calendar years shown are as follows:

	2016	2017	2018	2019	2020
Civilian Labor Force[1]	38,222	39,168	39,963	41,660	42,533
Employment	36,233	37,375	38,469	40,312	39,610
Unemployment	1,989	1,792	1,494	1,349	2,923[2]

Source: U.S. Department of Labor, Bureau of Labor Statistics.
[1] Workers involved in labor disputes are included among the employed. Total employment also includes agricultural workers, proprietors, self-employed persons, workers in private households and unpaid family workers.
[2] The County attributes the primary factor in the increase in 2020 to the economic and other effects of COVID-19.

Retail Sales

The following table shows gross retail sales for businesses located in the County for the last five years for which information is available:

Year	Gross Retail Sales
2016	$1,453,093,490
2017	1,566,209,828
2018	1,691,044,261
2019	1,876,379,382
2020	1,891,111,005

Source: South Carolina Department of Revenue

Principal Employers

The following table shows the top employers located within the County, type of business, and approximate number of employees:

Name	Type of Business	Approximate Number of Employees
Red Ventures	Marketing	1,925
Lancaster County School District	Education	1,800
Movement Mortgage	Banking	725
Lancaster Medical Center	Healthcare	642
Continental Tire	Manufacturing – Corporate Office	609
Lancaster County[1]	Government	535
Nutramax Laboratories	Manufacturing	483
Cardinal Health	Healthcare	440
KEER America	Manufacturing	401
Oceana Gold	Mining	396

[1] Includes poll workers and other part-time employees of the County that are on County payroll but are not full-time employees.
Source: County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020

Construction Activity

The following table shows the number of building permits issued by Lancaster County for new, privately-owned, single-family residential units and new commercial properties along with the approximate cost of new construction represented by those permits in each of the last five years.

Year	Residential Permits	Construction Cost	Commercial Permits	Construction Cost	Total Permits	Total Construction Cost
2016	924	$276,979,728	175	$247,043,441	1,099	$437,887,541
2017	963	308,586,795	156	114,675,151	1,119	423,261,946
2018	999	330,795,021	228	198,148,354	1,227	528,943,375
2019	1,407	475,508,971	146	173,796,649	1,553	649,305,620
2020	1,420	507,373,426	155	196,151,155	1,575	703,524,581

Source: Lancaster County Building Department

Per Capita Personal Income

The per capita income in the County for each of the last five years for which information is available is shown below, along with figures for the State and the United States.

Year	County	State	United States
2015	$41,187	$39,446	$49,019
2016	43,811	40,569	50,015
2017	47,772	42,227	52,118
2018	51,102	43,912	54,606
2019	52,396	45,438	56,490

Source: U.S. Department of Commerce, Bureau of Economic Analysis

Median Family Income

The following table shows the estimated median family income for the County, for each of the past five years for which information is available. Figures for the State and the United States are included for comparison purposes.

Year	County	State	United States
2017	$57,700	$58,300	$68,000
2018	56,800	62,500	71,900
2019	74,700	65,400	75,500
2020	79,000	66,300	78,500
2021	73,300	68,700	79,900

Note: For 2018, 2019, 2020 and 2021, information is only available for the Lancaster County, SC HUD Metro FMR Area, which includes the County.
Source: U.S. Department of Urban Development, Economic and Market Analysis Divisions

Unemployment Rates

The average unemployment rate in the County, State, and United States for each of the last five years for which information is available is shown below.

Year	County	State	United States
2016	5.2%	4.9%	4.9%
2017	4.6	4.2	4.4
2018	3.7	3.4	3.9
2019	3.2	2.8	3.7
2020[1]	6.9	6.2	8.1

[1] The County attributes the primary factor in the increase in 2020 to the economic and other effects of COVID-19.
Source: U.S. Department of Labor, Bureau of Labor Statistics

The average unemployment rate in the County for each of the last 12 months for which data is available is shown below.

Date	Rate
April 2020[1]	11.3%
May 2020	12.3
June 2020	9.0
July 2020	9.0
August 2020	6.3
September 2020	5.8
October 2020	5.5
November 2020	5.8
December 2020	6.3
January 2021	6.1
February 2021	5.6
March 2021	5.2[P]

[1] The County attributes the primary factor in the increase from April 2020 and thereafter to the economic and other effects of COVID-19.
[P] Preliminary
Source: U.S. Department of Labor, Bureau of Labor Statistics

Population Growth

The following table illustrates the population growth of the County. Population statistics for the State and the United States are included for comparison purposes.

	Lancaster County		South Carolina		United States	
	Population	% change	Population	% change	Population	% change
1970	43,328	-	2,590,516	-	203,302,031	-
1980	53,361	23%	3,121,820	21%	226,545,805	11%
1990	54,516	2	3,486,703	12	248,709,873	10
2000	61,351	13	4,012,012	15	281,421,960	13
2010	76,652	25	4,625,364	15	308,745,538	10
2019[1]	98,012	28	5,148,714	11	328,239,523	6

[1] Estimated
Source: U.S. Department of Commerce, Bureau of the Census

The 2000 Census population, the 2010 Census population and the 2019 estimated populations of the incorporated municipalities located in the County are set forth in the table below:

Municipality	2000 Census	2010 Census	2019 Estimate
Town of Heath Springs	864	790	1,019
Town of Kershaw	1,645	1,803	2,321
City of Lancaster	8,177	8,526	9,119
Town of Van Wyck	N/A	N/A	1,080

Source: U.S. Department of Commerce, Bureau of the Census and South Carolina Statistical Abstract

Transportation Facilities

The County is served by interstate highways I-20, I-77, I-85, I-277 and I-485, U.S. Highways 521 and 601, and several State highways. The L&C Railway is a privately owned short-line railroad based in Lancaster, offering customized rail freight service and connecting to the national rail network through CSX and Norfolk Southern. The nearest commercial airport is Charlotte-Douglas International Airport.

Healthcare Services

Lancaster Medical Center (formerly Springs Memorial Hospital) offers 225 beds and 120 physicians and care team members. Lancaster Medical Center offers acute care, diagnostic services, women's health, orthopedic services, cardiac services, general and laparoscopic surgery, rehabilitation, emergency treatment and wound care. Lancaster Medical Center is an Accredited Chest Pain Center as designated by The American College of Cardiology, as well as a Primary Stroke Center as designated by The Joint Commission. In addition, two healthcare systems in Charlotte have significant facilities in Mecklenburg and Union Counties which are utilized by residents of the County.

Higher Education

The University of South Carolina Lancaster ("USC Lancaster"), a two-year regional campuses of the University of South Carolina (the "University"), offers University programs to a service area of six counties, including the County. The Fall 2019 headcount enrollment was 1,640.

York Technical College is a public, two-year, associate degree granting institution that serves an area of three counties, including the County. York Technical College offers academic programs and continuing education. The Fall 2019 headcount enrollment was 4,529.

Recreation

Lancaster County Parks and Recreation ("LCPR") operates lighted sports playing fields, walking tracks, tennis courts, playgrounds and picnic shelters, and a swimming pool used for swim team competitions. LCPR conducts team sports, after-school programs, summer camp, and sports camps.

The 360-acre Andrew Jackson State Park features a 25-site family campground, a seven-acre fishing lake with rental boats, picnic shelters, nature trails, a playground, and a 7,500-square-foot outdoor amphitheater.

Financial Institutions

According to the Federal Deposit Insurance Corporation, as of June 30, 2020, there were 10 branches of commercial banks in the County, with deposits at all institutions totaling approximately $678 million. The continuing reorganization of the banking system in the United States, with its attendant mergers and consolidations, is likely to affect the total number of branch offices in the County.

CONTINUING DISCLOSURE AGREEMENT
FOR BOND AREA 3 OF THE WALNUT CREEK IMPROVEMENT DISTRICT

This Continuing Disclosure Agreement ("Disclosure Agreement") is executed and delivered this ____ day of _____ 2021, by LANCASTER COUNTY, SOUTH CAROLINA ("County"), LENNAR CAROLINAS, LLC (the "Developer"), and David Taussig and Associates, Inc., as disclosure dissemination agent (the "Disclosure Dissemination Agent"), in connection with the County's $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "Bonds").

The Bonds were issued and are governed by the terms of an Amended and Restated Master Trust Indenture, dated February 11, 2016 ("Master Indenture"), as amended and supplemented, including as supplemented particularly by a Second Supplemental Trust Indenture, dated [], 2021 (the "Second Supplemental Indenture," together with the Master Indenture, "Indenture"), by and between the County and the Wells Fargo Bank, N.A., as Trustee.

The parties acknowledge that the Bonds are not presently subject to the requirements of Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 ("Rule"), but, at the request of Preston Hollow Capital, LLC, the initial purchaser of the Bonds, the County has agreed to execute this Disclosure Agreement in order to require certain information related to the Bonds and Bond Area 3 of the District to be updated in a manner consistent with the Rule's requirements.

SECTION 1. ***Definitions***. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The capitalized terms shall have the following meanings:

"Annual Report" means the annual report provided by the County pursuant to and as described in Section 4 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Section 2(b), by which the Annual Report is to be filed with the MSRB.

"Annual Filing Information" means annual financial information as specified in Section 4 of this Disclosure Agreement.

"Assessment" or "Assessments" shall have the meaning given to "Assessment A-3" as defined in the Second Supplemental Indenture.

"Bond Area 3" means a sub-divided area of the District created pursuant to Ordinance No. 713 enacted by the Council on January 30, 2006, and as amended by Ordinance No. 2015-1367 enacted by the Council on December 14, 2015, Ordinance No. 2016-1393 enacted by the Council on November 14, 2016 and Ordinance No. 2019-1602 enacted by the Council on September 9, 2019, as may be amended from time to time.

"Commercial Parcel" means the approximately 10.1 acre parcel of real property within Bond Area 3 which is presently identified as Tax Parcel No. 0020-00-002.02.

"Council" means County Council of the County.

"Disclosure Dissemination Agent" means David Taussig and Associates, Inc., or any other person subsequently designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Disclosure Representative" means [] or such other person as the County designates in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"District" means the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District).

"Filing Date" means, collectively, the Annual Filing Date and the Quarterly Filing Date, as applicable.

"Holder" means a person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Home Ownership Percentage Threshold" means 90% of the anticipated residential lots within Bond Area 3 (e.g., Phase 4 of the Development, as defined in the Private Placement Memorandum) that are owned by a Homeowner; for the avoidance of doubt, the "anticipated residential lots" exclude the Commercial Parcel and any other land within Bond Area 3 which is not presently subject to the Assessments.

"Homeowner" means a person or entity other than the Developer, a land developer or a homebuilding entity.

"Information" means the Annual Filing Information and the Voluntary Reports.

"Information Reports" means the Annual Report or the Quarterly Report, as applicable.

"MSRB" means the Municipal Securities Rulemaking Board, through its Electronic Municipal Market Access (EMMA) system.

"Quarterly Filing Date" means the date, set in Section 2(a), by which the Quarterly Report is to be filed with the MSRB.

"Quarterly Financial Information" means quarterly financial information specified in Section 3 of this Disclosure Agreement.

"Quarterly Report" means the quarterly statements provided by the Developer pursuant to and as described in Sections 2 and 3 of this Disclosure Agreement.

"Private Placement Memorandum" means the Private Placement Memorandum dated [], 2021, prepared in connection with the Bonds.

"State" means the State of South Carolina.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the County or the Developer pursuant to Section 8.

SECTION 2. ***Provision of Quarterly and Annual Reports.***

(a) Until such time as the Home Ownership Percentage Threshold has been met within Bond Area 3, as certified in writing by the Developer, the Developer shall provide an electronic copy of the

Quarterly Report to the Disclosure Dissemination Agent within 45 days of the close of each calendar quarter, beginning with the calendar quarter ending [September 30], 2021. Promptly upon receipt of an electronic copy of each Quarterly Report, the Disclosure Dissemination Agent shall provide such Quarterly Report to the MSRB on or before each March 1, June 1, September 1, December 1, as applicable, commencing [December 1], 2021. The Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) The County shall provide an electronic copy of the Annual Report to the Disclosure Dissemination Agent, not later than 15 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than March 1, which shall serve as the Annual Filing Date, of each year, commencing with March 1, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(c) If the County or the Developer is unable to provide an Information Report to the Disclosure Dissemination Agent by the dates required in subsections (a) or (b) above, as applicable, the County or the Developer shall promptly send notice to the Disclosure Dissemination Agent.

(d) If the Disclosure Dissemination Agent has not received an Information Report by 12:00 noon on the first business day following the Filing Date, the Disclosure Representative or the County and the Developer irrevocably direct the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as **Exhibit A.**

SECTION 3. ***Content of Quarterly Reports.*** Each Quarterly Report shall contain Quarterly Financial Information as of the end of such calendar quarter, including the following:

(a) a summary of any significant amendments to land use entitlements or legal challenges to the construction of the Development or the District, in each case as related to Bond Area 3 (other than the Commercial Parcel and any other land therein which is not presently subject to the Assessments), of which the Developer has actual knowledge since the previous Quarterly Report;

(b) an update of (i) the status of development of lots in Phase 4 of the Development for the prior calendar quarter in the table contained in the Private Placement Memorandum under "**THE DEVELOPMENT-Phases of Development**" and (ii) actual Phase 4 lot closings for the prior calendar quarter in the table entitled "Actual and Projected Phase 4 Lot Closings" contained in the Private Placement Memorandum under "**THE DEVELOPMENT-Lot Sales**";

(c) an update, if any, of material changes to information contained in the Private Placement Memorandum under "**THE DEVELOPER**"; and

(d) updates to the tables contained in the Private Placement Memorandum under "**BOND AREA 3**" for the prior calendar quarter.

The Quarterly Report may consist of one or more documents as provided for in Section 2 (a).

SECTION 4. ***Content of Annual Reports***. Each Annual Report shall contain Annual Filing Information with respect to Bond Area 3, including the following:

(a) the balances in the funds and accounts under the Indenture as of December 31 of the preceding calendar year;

(b) the most current appraised (uncapped) and assessed values of the real property parcels located in Bond Area 3 on which Assessments remain as of December 31 of the preceding year; provided, however, that the County may rely upon the records of the Lancaster County Tax Assessor's Office for such information;

(c) any changes to the Rate and Method of Apportionment of Assessments (as set forth in the Private Placement Memorandum under the heading, "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL – Rate and Method of Apportionment of Assessments**") by the County since the previous year's Annual Report;

(d) the following information:

i. the amounts of Assessments levied and collected within Bond Area 3 in the most recent assessment year, including the percentage of outstanding Assessments (for the avoidance of doubt, collections shall be reported as of February 1 prior to the Annual Filing Date);

ii. the amount of Assessment payment delinquencies (as of February 1 prior to the Annual Filing Date) and, if the total of all delinquencies amounts to more than 10 percent of the amount of the Assessments levied and due in any year, a list of delinquent property owners, utilizing most current County information;

iii. the amount of Assessments by assessment year: (A) which are subject to the institution of foreclosure proceedings (but as to which such proceedings have not been instituted); (B) which are currently subject to foreclosure proceedings which have not been concluded; and (C) which have been reduced to judgment and not collected;

iv. based on the County's ownership records as of January 1 of the prior year, a listing of any property owner responsible for more than five percent of the annual levy of Assessments in the current assessment year, the amount of the total annual levy of Assessments against such property owners and the percentage of such total annual levy of Assessments relative to the entire levy of Assessments within Bond Area 3; and

v. the amount of any Assessment prepayments received during the current assessment year and the amount of Bonds redeemed as a result of such prepayments or expected to be redeemed at the next debt service date;

(e) any significant amendments to land use entitlements or legal challenges to the construction of the Development or the District, in each case as related to Bond Area 3, of which the County has actual knowledge since the previous year's Annual Report; and

(f) the debt service schedule for the remaining term of the Bonds as of December 31 of the preceding year (if different from the debt service schedule set forth in the Private Placement Memorandum or a subsequently prepared Annual Report).

The Annual Report may consist of one or more documents, as provided for in Section 2(b). Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County, which have been submitted by the County to the MSRB. The County will clearly identify each such document so included by reference. If the document included by reference is a final official statement, it must be available from the MSRB. The County will clearly identify each such document so included by reference.

SECTION 5. ***Termination of Reporting Obligation.*** The County's obligations under this Disclosure Agreement shall terminate upon the legal defeasance or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the County shall promptly notify the Disclosure Dissemination Agent, which notice shall be accompanied with written authorization of the County for the Disclosure Dissemination Agent to disseminate such information and the date the County desires for the Disclosure Dissemination Agent to disseminate such information. The Developer's obligations under this Disclosure Agreement shall terminate at such time as the Home Ownership Percentage Threshold has been met, as certified in writing by the Developer and provided to the County and the Disclosure Dissemination Agent.

SECTION 6. ***Disclosure Dissemination Agent.*** The County may, from time to time, appoint or engage a Disclosure Dissemination Agent to assist in its carrying out its obligations under this Disclosure Agreement, and may discharge any such Disclosure Dissemination Agent, with or without appointing a successor Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County or the Disclosure Representative pursuant to this Disclosure Agreement.

SECTION 7. ***Amendment; Waiver.*** Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law;

(b) This Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied or, if not legally required, be consistent with the requirements of the Rule at that time, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a termination of reporting obligations under Section 5 hereof, and (ii) the Annual Report for the year in which the change is made should prepare a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. ***Additional Information.*** Nothing in this Disclosure Agreement shall be deemed to prevent the County or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Information Report or notice of occurrence of a Notice Event, in addition to that which is required by this Disclosure Agreement. If the County or Developer chooses to include any information in any Information Report or notice of occurrence of a Notice Event in addition to that which is specifically required by this Disclosure Agreement, the County and the Developer shall have no

obligation under this Disclosure Agreement to update such information or include it in any future Information Report.

SECTION 9. ***Default.*** In the event of a failure of the County or the Developer to comply with any provision of this Disclosure Agreement, any Holder of the Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the County or the Developer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the County or the Developer to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 10. ***Beneficiaries.*** This Disclosure Agreement shall inure solely to the benefit of the County, the Developer, the Disclosure Dissemination Agent, and Holders from time to time of the Bonds, and shall create no rights in any other person or entity. This Disclosure Agreement is not intended to create any monetary rights on behalf of any person.

[Signature page follows]

The County has caused this Continuing Disclosure Agreement to be executed, on the date first written above, by its respective officer duly authorized.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
County Administrator

LENNAR CAROLINAS, LLC

By:_____
[]

DAVID TAUSSIG AND ASSOCIATES, INC., as Disclosure Dissemination Agent

By:_____
[]

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL OR QUARTERLY REPORT

Issuer:	Lancaster County, South Carolina
Developer:	Lennar Carolinas, LLC
Obligations:	$[] Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2021A-3

NOTICE IS HEREBY GIVEN that the [Issuer][Developer] has not provided an [Annual][Quarterly] Report with respect to the above-named Bonds as required under the terms of the Continuing Disclosure Agreement for Bond Area 3 of the Walnut Creek Improvement District dated _____. [The [Issuer][Developer] anticipates that such [Annual][Quarterly] Report will be filed by_____.]

[LANCASTER COUNTY, SOUTH CAROLINA]
[LENNAR CAROLINAS, LLC]

Date: _____

WALNUT CREEK IMPROVEMENT DISTRICT

LANCASTER COUNTY, SOUTH CAROLINA

UPDATED ASSESSMENT ROLL A FOR BOND AREA 3

WALNUT CREEK IMPROVEMENT DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA

Assessment Roll A for Bond Area 3

This "Assessment Roll A for Bond Area 3," including the attached Appendix A, Appendix B-1 and Appendix B-2, is solely for the parcels of real property listed herein, as well as parcels resulting from subsequent subdivisions of these parcels, if any. Distinct assessment rolls (including attached appendices) specify the assessments on other real property parcels in Bond Area 1 and Bond Area 2 of the Walnut Creek Improvement District (previously named the "Edenmoor Improvement District"). The Assessment Roll A for Bond Area 3, together with other assessment rolls for Bond Area 1 and Bond Area 2, each adopted on December 14, 2015, originally amended and replaced the Assessment Roll A for Edenmoor Improvement District, originally dated May 22, 2006, as annually updated in accordance with its terms. Assessment Roll A for Bond Area 3 is intended to further amend and replace the Assessment Roll A for Bond Area 3 originally adopted on December 14, 2015, as annually updated in accordance with its terms. This Assessment Roll A represents the current, valid Assessor's Parcels within Bond Area 3 for fiscal year 2021-2022.

Additional notes are located on the final page of this Assessment Roll A for Bond Area 3 and on the attached appendices.

Capitalized terms shall have the meaning given in the Rate and Method of Apportionment of Assessment A, attached as Appendix A to this Assessment Roll for Bond Area 3.

All of the parcels of real property listed below have received or are expected to receive a 2021 real property tax bill in the fall of 2021 from Lancaster County.

Tax Parcel Number	Ownership as of 3/30/2021	Assessment A
0015-00-012.00	AG Essential Housing Multi State 2 LLC	$3,443,225.46
0015-00-013.00	AG Essential Housing Multi State 2 LLC	$5,700,129.55
0015-00-013.01	Lennar Carolinas LLC	$896,974.70
0020-00-002.02	Edenmoor Land Acquisition LLC	$788,374.34
0015D-0A-371.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-372.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-373.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-440.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-441.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-442.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-443.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-444.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-445.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-446.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-447.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-448.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-449.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-450.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-451.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-452.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-453.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-454.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-455.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-456.00	Lennar Carolinas LLC	$28,934.67
0015D-0A-471.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-001.00	Individual	$28,934.67
0015E-0A-002.00	Individual	$28,934.67
0015E-0A-003.00	Individual	$28,934.67
0015E-0A-004.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-005.00	Individual	$28,934.67
0015E-0A-006.00	Individual	$28,934.67
0015E-0A-007.00	Individual	$28,934.67
0015E-0A-008.00	Individual	$28,934.67
0015E-0A-009.00	Individual	$28,934.67
0015E-0A-010.00	Individual	$28,934.67
0015E-0A-011.00	Individual	$28,934.67
0015E-0A-012.00	Individual	$28,934.67
0015E-0A-013.00	Individual	$28,934.67
0015E-0A-014.00	Lennar Carolinas LLC	$28,934.67

0015E-0A-015.00	Individual	$28,934.67
0015E-0A-016.00	Individual	$28,934.67
0015E-0A-017.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-018.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-019.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-020.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-021.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-022.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-023.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-024.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-025.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-026.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-027.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-028.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-029.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-030.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-064.00	Individual	$28,934.67
0015E-0A-065.00	Individual	$28,934.67
0015E-0A-066.00	Individual	$28,934.67
0015E-0A-067.00	Individual	$28,934.67
0015E-0A-068.00	Individual	$28,934.67
0015E-0A-069.00	Individual	$28,934.67
0015E-0A-070.00	Individual	$28,934.67
0015E-0A-071.00	Individual	$28,934.67
0015E-0A-072.00	Individual	$28,934.67
0015E-0A-073.00	Individual	$28,934.67
0015E-0A-074.00	Individual	$28,934.67
0015E-0A-075.00	Individual	$28,934.67
0015E-0A-076.00	Individual	$28,934.67
0015E-0A-077.00	Individual	$28,934.67
0015E-0A-078.00	Individual	$28,934.67
0015E-0A-079.00	Individual	$28,934.67
0015E-0A-080.00	Individual	$28,934.67
0015E-0A-081.00	Individual	$28,934.67
0015E-0A-082.00	Individual	$28,934.67
0015E-0A-083.00	Individual	$28,934.67
0015E-0A-084.00	Individual	$28,934.67
0015E-0A-085.00	Individual	$28,934.67
0015E-0A-086.00	Individual	$28,934.67
0015E-0A-087.00	Individual	$28,934.67
0015E-0A-088.00	Individual	$28,934.67
0015E-0A-089.00	Individual	$28,934.67
0015E-0A-090.00	Individual	$28,934.67
0015E-0A-091.00	Individual	$28,934.67
0015E-0A-092.00	Individual	$28,934.67
0015E-0A-093.00	Individual	$28,934.67
0015E-0A-094.00	Individual	$28,934.67
0015E-0A-095.00	Individual	$28,934.67
0015E-0A-096.00	Individual	$28,934.67
0015E-0A-097.00	Individual	$28,934.67
0015E-0A-098.00	Individual	$28,934.67
0015E-0A-099.00	Individual	$28,934.67
0015E-0A-100.00	Individual	$28,934.67
0015E-0A-101.00	Individual	$28,934.67
0015E-0A-102.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-103.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-104.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-105.00	Individual	$28,934.67
0015E-0A-106.00	Individual	$28,934.67
0015E-0A-107.00	Individual	$28,934.67
0015E-0A-108.00	Individual	$28,934.67
0015E-0A-109.00	Individual	$28,934.67
0015E-0A-110.00	Individual	$28,934.67
0015E-0A-111.00	Individual	$28,934.67
0015E-0A-112.00	Individual	$28,934.67
0015E-0A-113.00	Individual	$28,934.67

0015E-0A-114.00	Individual	$28,934.67
0015E-0A-115.00	Individual	$28,934.67
0015E-0A-116.00	Individual	$28,934.67
0015E-0A-117.00	Individual	$28,934.67
0015E-0A-118.00	Individual	$28,934.67
0015E-0A-119.00	Individual	$28,934.67
0015E-0A-120.00	Individual	$28,934.67
0015E-0A-121.00	Individual	$28,934.67
0015E-0A-122.00	Individual	$28,934.67
0015E-0A-123.00	Individual	$28,934.67
0015E-0A-124.00	Individual	$28,934.67
0015E-0A-125.00	Individual	$28,934.67
0015E-0A-126.00	Individual	$28,934.67
0015E-0A-127.00	Individual	$28,934.67
0015E-0A-128.00	Individual	$28,934.67
0015E-0A-129.00	Individual	$28,934.67
0015E-0A-130.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-131.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-141.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-142.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-143.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-144.00	Individual	$28,934.67
0015E-0A-145.00	Individual	$28,934.67
0015E-0A-146.00	Individual	$28,934.67
0015E-0A-147.00	Individual	$28,934.67
0015E-0A-148.00	Individual	$28,934.67
0015E-0A-149.00	Individual	$28,934.67
0015E-0A-150.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-151.00	Individual	$28,934.67
0015E-0A-186.00	Individual	$28,934.67
0015E-0A-187.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-188.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-189.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-190.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-191.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-192.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-193.00	Individual	$28,934.67
0015E-0A-194.00	Individual	$28,934.67
0015E-0A-195.00	Individual	$28,934.67
0015E-0A-196.00	Individual	$28,934.67
0015E-0A-197.00	Individual	$28,934.67
0015E-0A-198.00	Individual	$28,934.67
0015E-0A-199.00	Individual	$28,934.67
0015E-0A-200.00	Individual	$28,934.67
0015E-0A-201.00	Individual	$28,934.67
0015E-0A-202.00	Individual	$28,934.67
0015E-0A-203.00	Individual	$28,934.67
0015E-0A-204.00	Individual	$28,934.67
0015E-0A-205.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-206.00	Individual	$28,934.67
0015E-0A-207.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-208.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-209.00	Individual	$28,934.67
0015E-0A-210.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-211.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-212.00	Individual	$28,934.67
0015E-0A-213.00	Individual	$28,934.67
0015E-0A-214.00	Individual	$28,934.67
0015E-0A-215.00	Individual	$28,934.67
0015E-0A-216.00	Individual	$28,934.67
0015E-0A-217.00	Individual	$28,934.67
0015E-0A-218.00	Individual	$28,934.67
0015E-0A-219.00	Individual	$28,934.67
0015E-0A-220.00	Individual	$28,934.67
0015E-0A-221.00	Individual	$28,934.67
0015E-0A-222.00	Individual	$28,934.67

0015E-0A-223.00	Individual	$28,934.67
0015E-0A-224.00	Individual	$28,934.67
0015E-0A-225.00	Individual	$28,934.67
0015E-0A-226.00	Individual	$28,934.67
0015E-0A-227.00	Individual	$28,934.67
0015E-0A-228.00	Individual	$28,934.67
0015E-0A-457.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-458.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-459.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-460.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-461.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-462.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-463.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-464.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-465.00	Individual	$28,934.67
0015E-0A-466.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-467.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-468.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-469.00	Lennar Carolinas LLC	$28,934.67
0015E-0A-470.00	Lennar Carolinas LLC	$28,934.67
0020-00-002.00	Edenmoor Land Acquisition LLC	$0.00
0020-00-002.03	Edenmoor Land Acquisition LLC	$0.00
Total		$16,239,486.91

Notes:

Assessment amounts indicated above include the estimated 2021-2022 Annual Payment A.

The "Rate and Method of Apportionment of Assessment A" which is attached hereto as Appendix A and incorporated herein, includes a number of provisions related to the Assessment A. The Assessment A shall be collected, reallocated, reduced, terminated, prepaid, and applied as set forth in the "Rate and Method of Apportionment of Assessment A."

The indicated owner shown in the table above for the listed parcels and lots of real property reflects information provided by the Lancaster County Tax Assessor's Office as of March 30, 2021.

A specific Annual Revenue Requirement for Bond Area 3 shall be calculated in a manner consistent with the terms in the Rate and Method of Apportionment of Assessment A. For purposes of calculating the Annual Revenue Requirement for Bond Area 3 in the manner set forth in the Rate and Method of Apportionment of Assessment A, the "regularly scheduled debt service on the Series A Bonds to be paid from the Annual Payment A for which the Annual Revenue Requirement A is being calculated" shall equal the regularly scheduled debt service on the Series A bonds that are solely supported by Assessment A on Parcels in Bond Area 3, which includes the "Series 2006A-3 Bonds" (as they currently exist or are restructured) and the approximately $4,070,000 principal amount of New Bonds secured by and payable from Assessments imposed within Bond Area 3 which are contemplated to be issued during 2021 and referred to as such in Ordinance No. 2016-1393 approving this Assessment Roll A for Bond Area 3.

To the extent that Administrative Expenses which relate to both this Assessment Roll for Bond Area 3 and other assessment rolls for Bond Area 1 and Bond Area 2 of the Walnut Creek Improvement District are incurred, such Administrative Expenses may be allocated pro rata to the Annual Revenue Requirements of this and such other assessment rolls or in any other reasonable manner as determined by the County Council.

Appendix B-1 attached hereto and incorporated herein shall be updated each Assessment Year to reflect the current Parcels in this portion of the Walnut Creek Improvement District (referred to as "Bond Area 3"), the Assessment A for each Parcel within Bond Area 3, including any reallocations for Parcel subdivisions and adjustments as provided for in the "Rate and Method of Apportionment of Assessment A," the Annual Assessment A, Annual Credit A, and Annual Payment A for the Assessment Year for which this Assessment Roll A for Bond Area 3 is being updated, prepayments or termination of Assessment A, and other changes, all as provided for in the "Rate and Method of Apportionment of Assessment A" and the Assessment Ordinance.

The Annual Assessment A (the total for the entire Bond Area 3) for each Assessment Year is shown on Appendix B-2 attached hereto and incorporated herein. The Annual Assessment A shown on Appendix B-2 shall be allocated to each Parcel within Bond Area 3 for each Assessment Year pursuant to and reduced as required by the "Rate and Method of Apportionment of Assessment A."

WALNUT CREEK IMPROVEMENT DISTRICT
BOND AREA 3
LANCASTER COUNTY, SOUTH CAROLINA

Rate and Method of Apportionment of Assessment A

A. INTRODUCTION

The Assessment A shall be imposed and collected annually from real property within Bond Area 3 of the Walnut Creek Improvement District (formerly known as Edenmoor Improvement District) of Lancaster County (the "Improvement District") through the application of the procedures described below. The County (as defined below) or its designee shall make all determinations in this Rate and Method of Apportionment of Assessment A unless stated otherwise.

B. DEFINITIONS

The terms used herein shall have the following meanings:

"Act" means Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended and in effect from time to time.

"Administrative Expenses" means the following actual or budgeted costs, as applicable, directly related to the administration of the Improvement District: the costs of computing the Annual Payment A; the costs of collecting the Annual Payment A (whether by the County or otherwise); the costs of remitting the Annual Payment A to the Trustee; the costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; the costs of the County of complying with arbitrage rebate requirements; the costs of the County of complying with securities disclosure requirements; and any other costs of the County in any way related to the administration and operation of the Improvement District, including, without limitation, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of a delinquent Annual Payment A, including contingencies and reserves for Administrative Expense as deemed appropriate by the County. Administrative Expenses relating to both Assessment A and the separate Assessment B may be allocated to each assessment pro rata to the annual revenue requirement of each assessment or in any other reasonable manner determined by the County Council. Administrative Expenses relating to both Assessment A and the separate Assessment A on Bond Area 1 and Bond Area 2 of the Improvement District may be allocated to each assessment pro rata to the annual revenue requirement of each assessment or in any other reasonable manner determined by the County Council.

"Administrator" means the official or designee of the County who shall be responsible for determining the Annual Revenue Requirement A and such other responsibilities as provided herein.

"Annual Assessment A" means the portion of the Assessment A as set forth in Appendix B-1 and B-2 due and payable each Assessment Year. The Annual Assessment A for each Assessment Year may be revised as long as the total of the Annual Assessment A is not exceeded. The Annual Assessment A shall be allocated to Assessed Property in proportion to the Assessment A for each Parcel as set forth in Section C hereof.

"Annual Assessment Rate A" means, for any Assessment Year, a percentage equal to the Annual Revenue Requirement A for that year divided by the Principal Portion of the Assessment A.

"Annual Credit A" means, for each Assessment Year, for each Parcel, the (i) the Annual Assessment A for the Parcel for that year (ii) less the Annual Payment A for the Parcel for that Assessment Year.

"Annual Payment A" shall be the portion of the Annual Assessment A to be collected each Assessment Year as determined by the provisions of Section D.

"Annual Revenue Requirement A" means, for any Assessment Year, the sum of the following: (1) regularly scheduled debt service on the Series A Bonds to be paid from the Annual Payment A for which the Annual Revenue Requirement A is being calculated; (2) periodic costs associated with such Series A Bonds, including but not limited to rebate payments and credit enhancement on the Series A Bonds; and (3) Administrative Expenses; less (a) any other funds available pursuant to the Bond Indenture to apply to the Annual Revenue Requirement A, such as capitalized interest and interest earnings on any account balances, less any contingencies for the Annual Revenue Requirement A, and (b) any other funds available to the Improvement District that may be applied to the Annual Revenue Requirement A.

"Assessed Property" means, for any Assessment Year, Parcels within the Improvement District other than Non-Benefited Property.

"Assessment A" means the Assessment A imposed on Assessed Property pursuant to the Assessment Ordinance and the provisions of Section C.1. as shown on the Assessment Roll A and as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2. and reduced according to the provisions of Section C.3., and terminated pursuant to Section H. The Assessment A is payable by each Parcel as the Annual Assessment A as set forth herein and may be prepaid as set forth in Section I.

"Assessment Ordinance" means the ordinance(s) or resolution(s) of the County Council approving, correcting or confirming the Assessment Roll A, as it may be amended, modified, or supplemented from time to time, including Ordinance No. 2016-1393 approving the Assessment Roll A to which this Rate and Method of Apportionment of Assessment A is attached.

"Assessment Roll A" means the Assessment Roll A for Bond Area 3 to which this Rate and Method of Apportionment of Assessment A is attached as Appendix A, as approved, corrected or confirmed by the Assessment Ordinance, including Appendix B-1 and B-2 attached hereto, as

these appendices are updated from time to time by the County in accordance with the procedures set forth herein.

"Assessment Year" means the annual cycle in which the Annual Assessment A, Annual Credit A, and Annual Payment A are determined each year for each Parcel, the Annual Payment A is collected, and these revenues applied to the payments on the Series A Bonds.

"Bond Indenture" means the indenture or similar document setting forth the terms and other provisions relating to the Series A Bonds, as modified, amended and/or supplemented from time to time.

"Class 1 Property" means Residential Property excluding Class 4 Property.

"Class 2 Property" means Commercial Property.

"Class 3 Property" means Owner Association Property.

"Class 4 Property" means Residential Property intended for use as an attached single family dwelling unit, including a town home.

"Commercial Property" means property other than Residential Property, Owner Association Property, and Non-Benefited Property.

"County" means Lancaster County, South Carolina.

"County Council" means the County Council of the County.

"Improvements A" means those certain improvements that the County has been authorized to provide within and for the benefit of the Improvement District and defined as such in the Assessment Ordinance and to be paid with proceeds of, or exchanged for an equal amount of, the Series A Bonds.

"Equivalent Assessment A Factors" means, for Class 1 Property, the number of units built or expected to be built on the Parcel, for Class 2 Property, each Net Acre of the Parcel, for Class 3 Property, the number of Parcels, and for Class 4 Property, the number of units built or expected to be built on the Parcel, multiplied by the following factors:

Class 1 Property	1.00 per Unit
Class 2 Property	5.70 per Net Acre
Class 3 Property	1.00 per Parcel
Class 4 Property	1.00 per Unit

The computation of the Equivalent Assessment A Factors for each Parcel shall be made each Assessment Year by the Administrator and confirmed by the County Council, based on the information available regarding the use of the Parcel, and such computation as confirmed shall be conclusive as long as there is a reasonable basis for such determination.

“Improvement District” means the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) of the County.

“Mandatory Assessment A Prepayment” shall mean a mandatory prepayment of Assessment A pursuant to Section I.B.

“Net Acre” means the estimated acreage of a Parcel of Assessed Property on which buildings, parking, or related improvements may be constructed, taking into consideration the development legally permissible, the proposed or planned development, and existing or proposed Non-Benefit Property, easements, and other areas on which development may not occur, as estimated by the Administrator.

"Non-Benefited Property" means Parcels within the boundaries of the Improvement District owned by or irrevocably offered for dedication to the federal government, the State of South Carolina, the County, or any instrumentality thereof, or any other public agency or easements that create an exclusive use for a public utility provider.

“Owner Association Property” means Parcels within the boundaries of the Improvement District owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

"Parcel" means a lot or parcel within Bond Area 3 of the Improvement District with a tax map identification number assigned for real property tax collection purposes.

“Principal Portion of the Assessment A” means the Principal Portion of the Assessment A as shown on Appendix B-1 hereto as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2. and reduced according to the provisions of Section C.3., and terminated pursuant to Section H. The Principal Portion of the Assessment A shall be allocated to Assessed Property in proportion to the Assessment A for each Parcel as set forth in Section C hereof. The Principal Portion of Special Assessment A may be increased for refunding bonds or for other reasons as long as the total of the Assessment A is not increased.

“Residential Property” means property that is or intended for use as a residential dwelling unit, including ancillary uses thereto.

"Series A Bonds" means any bonds issued pursuant to the Act on behalf of the Improvement District secured by the Assessment A on Parcels in Bond Area 3, whether in one or more series, including any bonds issued to refund such bonds.

"Trustee" means the trustee as specified in the Bond Indenture, including any successor trustee.

C. ASSESSMENT A

1. The Amount of the Assessment A

The Assessment A for each Parcel within the Improvement District is shown on the Assessment Roll A and Appendix B-1 attached hereto. The Assessment A for each Parcel shall not be changed hereafter except pursuant to the provisions provided for herein and in the Assessment Roll A. The County Council shall, upon complying with the provisions of any applicable law, reapportion the Assessment A on some or all of the Parcels upon the unanimous request of the owners of the Parcels for which the Assessment A is to be reapportioned if there has been a change in the estimate of the Equivalent Assessment A Factors applicable to one of the Parcels. The reapportionment shall be made pursuant to the most current estimate of the Equivalent Assessment A Factors of each Parcel as a percent of the total of the Equivalent Assessment A Factors for the all of the Parcels for which the Assessment A is to be reallocated. In all cases, the sum of the Assessment A after the reallocation of Assessment A pursuant to this section shall equal the total of the Assessment A before the reallocation of Assessment A.

The total of the Assessment A shall not be reduced after the issuance of the Series A Bonds except as provided below.

2. Reapportionment of the Assessment A Upon the Subdivision of a Parcel

Upon the subdivision of any Parcel, the Assessment A for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Assessment A Factors of each Parcel and the Assessment A for the undivided Parcel prior to the subdivision. The allocation of the Assessment A shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment A of the new Parcel
B = the Assessment A of the undivided Parcel prior to the subdivision
C = the Equivalent Assessment A Factors of the new Parcel
D = the sum of the Equivalent Assessment A Factors for all of the new Parcels that result from the subdivision

In all cases, the sum of the Assessment A after the subdivision of a Parcel shall equal the total Assessment A before the subdivision of the Parcel.

3. Reduction in the Assessment A

a. Reduction in Costs

If the County Council determines that the costs of the Improvements A will be less than the total of the Assessment A, including costs related to the issuance and repayment of the Series A Bonds and Administrative Expenses, the Assessment A for each Parcel of Assessed Property shall be reduced such that the Assessment A equals the principal and interest coming due on the Series A Bonds to maturity plus Administrative Expenses. The reduction to each Parcel shall be as follows: (i) In the event the Improvements A have been completed, the reduction of the Assessment A shall be applied in equal percentage to each Parcel; (ii) in the event the Improvements A have not been completed, the reduction of the Assessment A shall be applied pro rata according to the Improvements A made to each Parcel pursuant to the expenditures of funds under the Bond Indenture, taking into consideration the benefit basis of the allocation of Assessment A in the Assessment Roll A. The County may, under compliance with any applicable law, reduce Assessment A in another manner under this section if the County determines another method would be more equitable or practical.

The Assessment A as reduced according to the provisions of this section shall not be reduced to an amount that is less than the remaining principal and interest on the Series A Bonds to maturity and estimated Administrative Expenses.

b. Payment of the Series A Bonds

The Assessment A applicable to any Parcel shall be reduced each Assessment Year for the Annual Payment A collected from such Parcel and for the reductions in costs that results from any Mandatory Assessment A Prepayment required for the Parcel. The Principal Portion of the Assessment A shall be reduced for any principal on the Series A Bonds repaid. The reduction in the Principal Portion of the Assessment A for each Parcel shall be equal to the portion of the Annual Payment A collected from each Parcel applied to pay principal on the Series A Bonds.

The Principal Portion of the Assessment A shall also be reduced for any reduction in costs pursuant to Section C.3.a. that also results in a reduction in the Series A Bonds to be issued. The Principal Portion of Assessment A shall not be reduced to an amount less than the Series A Bonds outstanding and to be issued.

D. METHOD OF DETERMINING THE ANNUAL PAYMENT A

Commencing with the Annual Payment A to be collected in the 2017-2018 Assessment Year and for each following Assessment Year, the Administrator shall calculate and the County Council shall confirm the Annual Payment A on each Parcel. The Annual Payment A for each Parcel shall be equal to the following formula:

$$A = B \times C$$

Where the terms have the following meaning:

A = the Annual Payment A for a Parcel
B = the Principal Portion of the Assessment A for the Parcel
C = the Annual Assessment Rate A for the Assessment Year for which the calculation is being made

The Annual Payment A for a Parcel may not exceed the Annual Assessment A for the Parcel. The Annual Payment A as calculated shall be collected from each Parcel of Assessed Property in conformance with Section E. The aggregate amount of the Annual Payment A on all of the Parcels in any year shall equal the Annual Revenue Requirement A for such Assessment Year.

In the event a Parcel is subdivided into new Parcels in an Assessment Year prior to the payment of the Annual Payment A, and a portion of the Parcel becomes Non-Benefited Property, the Annual Payment A shall be collected on the Parcel or Parcels of Assessed Property based on the allocation of the Assessment A pursuant to Section C.2.

E. MANNER OF COLLECTION OF ANNUAL ASSESSMENT A

The Annual Assessment A shall be collected in the same manner as regular ad valorem property taxes or in any manner permitted by law as determined by the County.

F. UPDATING THE ASSESSMENT ROLL A

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in Bond Area 3 of the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A as provided for in Section C, (iii) the Principal Portion of the Assessment A for each Parcel; (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each Parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A as provided for in Section H.

G. ADMINISTRATIVE REVIEW

An owner of a lot claiming that a calculation error has been made in the update of Appendix B-1 and B-2 in any Assessment Year, including the calculation of the Annual Payment A, shall send a written notice describing the error to the County Council (or such other person or entity as may be designated by the County Council to hear such claims) not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The County Council (or such other entity as may be designated by the County Council) shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the County Council (or such other person or entity as may be designated by the County Council) determines that a calculation error has been made that requires Appendix B-1 or B-2

(including the Annual Payment A for a Parcel) to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Annual Assessment A shall be collected or if the Trustee determines there are sufficient revenues available to meet the Annual Revenue Requirement A for an Assessment Year), but an adjustment shall be made in the amount of the Annual Assessment A to be paid in the following Assessment Year. The decision of the County Council regarding a calculation error relating to the Assessment Roll A shall be conclusive as long as there is a reasonable basis for the determination.

H. TERMINATION OF ASSESSMENT A

Except for any delinquent Annual Assessment A and related penalties and interest, the Assessment A on each Parcel shall be imposed for a term not to exceed the earlier of (a) the final maturity of the Series A Bonds and (b) the date on which such Assessment A is paid in full as provided for herein.

Promptly after the termination of the Assessment A with respect to a Parcel, and the collection of any delinquent Annual Assessment A with respect to such Parcel, including penalties and interest, the County shall provide each owner of a Parcel for which the Assessment A has been terminated a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of Assessment A.

I. PREPAYMENT OF ASSESSMENT A

A. Voluntary Prepayment of Assessment A

The Assessment A on any Parcel may be prepaid in full at any time, the Assessment A for such Parcel reduced to zero, and the obligation to pay the Annual Assessment A for such Parcel permanently satisfied, by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Assessment A for the Parcel less the reduction that will occur in the Principal Portion of the Assessment A from the Annual Payment A collected or to be collected and not yet applied to the Principal Portion of the Assessment A; less,

2. If the prepayment will result in a redemption of the Series A Bonds under the Bond Indenture, a credit for the amount, if any, by which the reserve fund under the Bond Indenture will be reduced as a result of such redemption; plus,

3. The Annual Payment A for such Parcel for the Assessment Year in which such prepayment occurs, if not previously paid, plus appropriate adjustments as determined by the Administrator for the amount needed to pay interest on the outstanding Series A Bonds to be redeemed less the investment earnings on the prepayment amount until the applicable Series A Bonds can be called and redeemed, after taking into consideration the Annual Payment A previously or to be paid; plus,

4. Administrative Expenses related to the prepayment of the Assessment A allocable to such Parcel.

Upon the payment of such amounts to the County, the obligation to pay the Assessment A for the Parcel shall be deemed to be permanently satisfied, the Assessment A with respect to the Parcel shall be reduced to zero, the Annual Assessment A for such Parcel shall not be collected thereafter, and the County shall promptly provide to each owner of a Parcel for which the Assessment A has been prepaid a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of Assessment A.

B. Mandatory Prepayment of Assessment A

A prepayment of the Assessment A shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Assessment A may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Sections C.1 or C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Assessment A cannot be reallocated to any Parcel of Assessed Property pursuant to the provisions of Sections C.1. or C.2, the Assessment A shall become immediately due and payable in an amount calculated as a prepayment of the Assessment A and shall be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds.

The Assessment A shall be prepaid in part upon a reduction of the total expected Equivalent Assessment A Factors that would result in the Annual Assessment A exceeding $1,300 for any Assessment Year per Equivalent Assessment A Factor. The Mandatory Assessment A Prepayment shall be due from the Parcel (or any resultant Parcels) that results in the application of the provisions of this section.

The Mandatory Assessment A Prepayment shall be calculated as set forth in Section I.1., with the Principal Portion of the Assessment A being prepaid such that the Annual Assessment A does not exceed $1,300 for any Assessment Year per Equivalent Assessment A Factor.

The Mandatory Prepayment shall be due prior to the recordation, conveyance, or other action that results in a change to any Parcel that results in a Mandatory Assessment A Prepayment. The Mandatory Assessment A Prepayment shall have the same sale and lien priorities as provided for by law for the Assessments.

The Mandatory Assessment A Prepayment shall not exceed the amount of the outstanding Series A Bonds plus any amounts owed on the Series A Bonds, including accrued interest and redemption fees.

J. <u>AMENDMENTS</u>

Immaterial amendments may be made to this "Rate and Method of Apportionment of Assessment A" by the County Council without further notice under the Act and without notice to

owners of Parcels within the Improvement District. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Assessment A and other charges imposed herein so as to assure their efficient collection, and (iii) do not impair the ability of the County to fulfill its obligations to impose and collect the Assessment A and charges imposed herein and to make it available for the payment of the Series A Bonds, Administrative Expenses, and other costs relating to the Improvement District. The County Council shall not approve such an amendment unless and until it has (i) been found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and (ii) received advice from a nationally recognized bond counsel confirming that the amendment is authorized pursuant to the terms of the Act, the Bond Indenture, and the Assessment Ordinance. Amendments may not be made to the Assessment Roll A, including this "Rate and Method of Apportionment of Assessment A" pursuant to the procedure described above that would increase the Annual Assessment A.

K. INTERPRETATION OF PROVISIONS

The County Council shall make all interpretations and determinations related to the application of this "Rate and Method of Apportionment of Assessment A," unless stated otherwise herein or in the Bond Indenture, and as long as there is a rational basis for the determination made by the County Council, such determination shall be conclusive.

L. SEVERABILITY

If any section or part of a section of this "Rate and Method of Apportionment of Assessment A" is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.

WALNUT CREEK IMPROVEMENT DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA

APPENDIX B-1

Assessment Roll for Bond Area 3 by parcel

Tax Parcel Number	Ownership as of 3/30/2021	Equivalent Assessment A Factor	Total Assessment A	Principal Portion of Assessment A
0015-00-012.00	AG Essential Housing Multi State 2 LLC	119.00	$3,443,225	$1,592,779
0015-00-013.00	AG Essential Housing Multi State 2 LLC	197.00	$5,700,130	$2,636,786
0015-00-013.01	Lennar Carolinas LLC	31.00	$896,975	$414,926
0020-00-002.02	Edenmoor Land Acquisition LLC	67.00	$788,374	$411,738
0015D-0A-371.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-372.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-373.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-440.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-441.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-442.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-443.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-444.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-445.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-446.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-447.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-448.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-449.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-450.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-451.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-452.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-453.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-454.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-455.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-456.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015D-0A-471.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-001.00	Individual	1.00	$28,935	$13,385
0015E-0A-002.00	Individual	1.00	$28,935	$13,385
0015E-0A-003.00	Individual	1.00	$28,935	$13,385
0015E-0A-004.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-005.00	Individual	1.00	$28,935	$13,385
0015E-0A-006.00	Individual	1.00	$28,935	$13,385
0015E-0A-007.00	Individual	1.00	$28,935	$13,385
0015E-0A-008.00	Individual	1.00	$28,935	$13,385
0015E-0A-009.00	Individual	1.00	$28,935	$13,385
0015E-0A-010.00	Individual	1.00	$28,935	$13,385

Tax Parcel Number	Ownership as of 3/30/2021	Equivalent Assessment A Factor	Total Assessment A	Principal Portion of Assessment A
0015E-0A-011.00	Individual	1.00	$28,935	$13,385
0015E-0A-012.00	Individual	1.00	$28,935	$13,385
0015E-0A-013.00	Individual	1.00	$28,935	$13,385
0015E-0A-014.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-015.00	Individual	1.00	$28,935	$13,385
0015E-0A-016.00	Individual	1.00	$28,935	$13,385
0015E-0A-017.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-018.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-019.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-020.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-021.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-022.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-023.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-024.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-025.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-026.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-027.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-028.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-029.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-030.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-064.00	Individual	1.00	$28,935	$13,385
0015E-0A-065.00	Individual	1.00	$28,935	$13,385
0015E-0A-066.00	Individual	1.00	$28,935	$13,385
0015E-0A-067.00	Individual	1.00	$28,935	$13,385
0015E-0A-068.00	Individual	1.00	$28,935	$13,385
0015E-0A-069.00	Individual	1.00	$28,935	$13,385
0015E-0A-070.00	Individual	1.00	$28,935	$13,385
0015E-0A-071.00	Individual	1.00	$28,935	$13,385
0015E-0A-072.00	Individual	1.00	$28,935	$13,385
0015E-0A-073.00	Individual	1.00	$28,935	$13,385
0015E-0A-074.00	Individual	1.00	$28,935	$13,385
0015E-0A-075.00	Individual	1.00	$28,935	$13,385
0015E-0A-076.00	Individual	1.00	$28,935	$13,385
0015E-0A-077.00	Individual	1.00	$28,935	$13,385
0015E-0A-078.00	Individual	1.00	$28,935	$13,385
0015E-0A-079.00	Individual	1.00	$28,935	$13,385
0015E-0A-080.00	Individual	1.00	$28,935	$13,385
0015E-0A-081.00	Individual	1.00	$28,935	$13,385
0015E-0A-082.00	Individual	1.00	$28,935	$13,385
0015E-0A-083.00	Individual	1.00	$28,935	$13,385
0015E-0A-084.00	Individual	1.00	$28,935	$13,385
0015E-0A-085.00	Individual	1.00	$28,935	$13,385
0015E-0A-086.00	Individual	1.00	$28,935	$13,385

Tax Parcel Number	Ownership as of 3/30/2021	Equivalent Assessment A Factor	Total Assessment A	Principal Portion of Assessment A
0015E-0A-087.00	Individual	1.00	$28,935	$13,385
0015E-0A-088.00	Individual	1.00	$28,935	$13,385
0015E-0A-089.00	Individual	1.00	$28,935	$13,385
0015E-0A-090.00	Individual	1.00	$28,935	$13,385
0015E-0A-091.00	Individual	1.00	$28,935	$13,385
0015E-0A-092.00	Individual	1.00	$28,935	$13,385
0015E-0A-093.00	Individual	1.00	$28,935	$13,385
0015E-0A-094.00	Individual	1.00	$28,935	$13,385
0015E-0A-095.00	Individual	1.00	$28,935	$13,385
0015E-0A-096.00	Individual	1.00	$28,935	$13,385
0015E-0A-097.00	Individual	1.00	$28,935	$13,385
0015E-0A-098.00	Individual	1.00	$28,935	$13,385
0015E-0A-099.00	Individual	1.00	$28,935	$13,385
0015E-0A-100.00	Individual	1.00	$28,935	$13,385
0015E-0A-101.00	Individual	1.00	$28,935	$13,385
0015E-0A-102.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-103.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-104.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-105.00	Individual	1.00	$28,935	$13,385
0015E-0A-106.00	Individual	1.00	$28,935	$13,385
0015E-0A-107.00	Individual	1.00	$28,935	$13,385
0015E-0A-108.00	Individual	1.00	$28,935	$13,385
0015E-0A-109.00	Individual	1.00	$28,935	$13,385
0015E-0A-110.00	Individual	1.00	$28,935	$13,385
0015E-0A-111.00	Individual	1.00	$28,935	$13,385
0015E-0A-112.00	Individual	1.00	$28,935	$13,385
0015E-0A-113.00	Individual	1.00	$28,935	$13,385
0015E-0A-114.00	Individual	1.00	$28,935	$13,385
0015E-0A-115.00	Individual	1.00	$28,935	$13,385
0015E-0A-116.00	Individual	1.00	$28,935	$13,385
0015E-0A-117.00	Individual	1.00	$28,935	$13,385
0015E-0A-118.00	Individual	1.00	$28,935	$13,385
0015E-0A-119.00	Individual	1.00	$28,935	$13,385
0015E-0A-120.00	Individual	1.00	$28,935	$13,385
0015E-0A-121.00	Individual	1.00	$28,935	$13,385
0015E-0A-122.00	Individual	1.00	$28,935	$13,385
0015E-0A-123.00	Individual	1.00	$28,935	$13,385
0015E-0A-124.00	Individual	1.00	$28,935	$13,385
0015E-0A-125.00	Individual	1.00	$28,935	$13,385
0015E-0A-126.00	Individual	1.00	$28,935	$13,385
0015E-0A-127.00	Individual	1.00	$28,935	$13,385
0015E-0A-128.00	Individual	1.00	$28,935	$13,385
0015E-0A-129.00	Individual	1.00	$28,935	$13,385

Tax Parcel Number	Ownership as of 3/30/2021	Equivalent Assessment A Factor	Total Assessment A	Principal Portion of Assessment A
0015E-0A-130.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-131.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-141.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-142.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-143.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-144.00	Individual	1.00	$28,935	$13,385
0015E-0A-145.00	Individual	1.00	$28,935	$13,385
0015E-0A-146.00	Individual	1.00	$28,935	$13,385
0015E-0A-147.00	Individual	1.00	$28,935	$13,385
0015E-0A-148.00	Individual	1.00	$28,935	$13,385
0015E-0A-149.00	Individual	1.00	$28,935	$13,385
0015E-0A-150.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-151.00	Individual	1.00	$28,935	$13,385
0015E-0A-186.00	Individual	1.00	$28,935	$13,385
0015E-0A-187.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-188.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-189.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-190.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-191.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-192.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-193.00	Individual	1.00	$28,935	$13,385
0015E-0A-194.00	Individual	1.00	$28,935	$13,385
0015E-0A-195.00	Individual	1.00	$28,935	$13,385
0015E-0A-196.00	Individual	1.00	$28,935	$13,385
0015E-0A-197.00	Individual	1.00	$28,935	$13,385
0015E-0A-198.00	Individual	1.00	$28,935	$13,385
0015E-0A-199.00	Individual	1.00	$28,935	$13,385
0015E-0A-200.00	Individual	1.00	$28,935	$13,385
0015E-0A-201.00	Individual	1.00	$28,935	$13,385
0015E-0A-202.00	Individual	1.00	$28,935	$13,385
0015E-0A-203.00	Individual	1.00	$28,935	$13,385
0015E-0A-204.00	Individual	1.00	$28,935	$13,385
0015E-0A-205.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-206.00	Individual	1.00	$28,935	$13,385
0015E-0A-207.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-208.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-209.00	Individual	1.00	$28,935	$13,385
0015E-0A-210.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-211.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-212.00	Individual	1.00	$28,935	$13,385
0015E-0A-213.00	Individual	1.00	$28,935	$13,385
0015E-0A-214.00	Individual	1.00	$28,935	$13,385
0015E-0A-215.00	Individual	1.00	$28,935	$13,385

Tax Parcel Number	Ownership as of 3/30/2021	Equivalent Assessment A Factor	Total Assessment A	Principal Portion of Assessment A
0015E-0A-216.00	Individual	1.00	$28,935	$13,385
0015E-0A-217.00	Individual	1.00	$28,935	$13,385
0015E-0A-218.00	Individual	1.00	$28,935	$13,385
0015E-0A-219.00	Individual	1.00	$28,935	$13,385
0015E-0A-220.00	Individual	1.00	$28,935	$13,385
0015E-0A-221.00	Individual	1.00	$28,935	$13,385
0015E-0A-222.00	Individual	1.00	$28,935	$13,385
0015E-0A-223.00	Individual	1.00	$28,935	$13,385
0015E-0A-224.00	Individual	1.00	$28,935	$13,385
0015E-0A-225.00	Individual	1.00	$28,935	$13,385
0015E-0A-226.00	Individual	1.00	$28,935	$13,385
0015E-0A-227.00	Individual	1.00	$28,935	$13,385
0015E-0A-228.00	Individual	1.00	$28,935	$13,385
0015E-0A-457.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-458.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-459.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-460.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-461.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-462.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-463.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-464.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-465.00	Individual	1.00	$28,935	$13,385
0015E-0A-466.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-467.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-468.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-469.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
0015E-0A-470.00	Lennar Carolinas LLC	1.00	$28,935	$13,385
Total	191	601.00	$16,239,487	$7,559,168

WALNUT CREEK IMPROVEMENT DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA

APPENDIX B-2

Assessment Roll for Bond Area 3 by year

Assessment Year Ending	Series 2006 Bonds		Estimated Series 2021 Bonds [1]		Estimated Principal	Estimated Interest	Estimated Administrative Expenses	Annual Assessment A	Annual Credit A [2]	Annual Payment A
	Principal	Interest	Principal	Interest						
2022	$100,000	$185,751	$0	$366,300	$100,000	$552,051	$66,696	$718,746	-$49,936	$668,810
2023	$105,000	$180,421	$67,000	$244,200	$172,000	$424,621	$68,030	$664,650	$0	$664,650
2024	$115,000	$174,824	$67,000	$240,180	$182,000	$415,004	$69,390	$666,394	$0	$666,394
2025	$120,000	$168,695	$72,000	$236,160	$192,000	$404,855	$70,778	$667,632	$0	$667,632
2026	$125,000	$162,299	$77,000	$231,840	$202,000	$394,139	$72,193	$668,332	$0	$668,332
2027	$130,000	$155,636	$84,000	$227,220	$214,000	$382,856	$73,637	$670,493	$0	$670,493
2028	$140,000	$148,707	$87,000	$222,180	$227,000	$370,887	$75,110	$672,997	$0	$672,997
2029	$145,000	$141,245	$93,000	$216,960	$238,000	$358,205	$76,612	$672,817	$0	$672,817
2030	$155,000	$133,517	$95,000	$211,380	$250,000	$344,897	$78,145	$673,041	$0	$673,041
2031	$165,000	$125,255	$98,000	$205,680	$263,000	$330,935	$79,707	$673,642	$0	$673,642
2032	$170,000	$116,461	$102,000	$199,800	$272,000	$316,261	$81,302	$669,562	$0	$669,562
2033	$180,000	$107,400	$108,000	$193,680	$288,000	$301,080	$82,928	$672,007	$0	$672,007
2034	$190,000	$97,806	$114,000	$187,200	$304,000	$285,006	$84,586	$673,592	$0	$673,592
2035	$200,000	$87,679	$121,000	$180,360	$321,000	$268,039	$86,278	$675,316	$0	$675,316
2036	$210,000	$77,019	$127,000	$173,100	$337,000	$250,119	$88,003	$675,122	$0	$675,122
2037	$220,000	$65,826	$136,000	$165,480	$356,000	$231,306	$89,764	$677,069	$0	$677,069
2038	$235,000	$54,100	$141,000	$157,320	$376,000	$211,420	$91,559	$678,978	$0	$678,978
2039	$245,000	$41,574	$151,000	$148,860	$396,000	$190,434	$93,390	$679,824	$0	$679,824
2040	$260,000	$28,516	$156,000	$139,800	$416,000	$168,316	$95,258	$679,573	$0	$679,573
2041	$275,000	$14,658	$162,000	$130,440	$437,000	$145,098	$97,163	$679,260	$0	$679,260
2042	$0	$0	$463,000	$120,720	$463,000	$120,720	$99,106	$682,826	$0	$682,826
2043	$0	$0	$489,000	$92,940	$489,000	$92,940	$101,088	$683,028	$0	$683,028
2044	$0	$0	$515,000	$63,600	$515,000	$63,600	$103,110	$681,710	$0	$681,710
2045	$0	$0	$545,000	$32,700	$545,000	$32,700	$105,172	$682,872	$0	$682,872
Total	$3,485,000	$2,267,382	$4,070,000	$4,388,100	$7,555,000	$6,655,482	$2,029,005	$16,239,487	-$49,936	$16,189,551

[1] Estimated debt service for Series 2021 Bonds. Preliminary, subject to change based on final Series 2021 bond debt service.
[2] Estimated funds on hand for FY 2021-2022. Subject to change.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1740
Contact Person / Sponsor: Kimberly Belk / Interim Deputy County Administrator and Budget Director
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Amendment of the fiscal year 2020-2021 budget.

Points to Consider:
All of the items in this amendment have been previously discussed and/or voted on by Council with the exception of the capital project sales tax amendment related to the roads budget. There was money budgeted last fiscal year for roads that should have been carried forward that was not spent so this will fix that omission.

This ordinance will allow staff to formally change the budget on the other previously approved items.

Funding and Liability Factors:
This will amend the current fiscal year budget to include all items listed in the ordinance.

Council Options:
Approve or deny.

Recommendation:
Approve as action has been taken with most of these items based off prior Council discussion and approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1740 - Fiscal Year 2021 Amendment Ordinance	5/28/2021	Ordinance
Public Hearing Notice for Ordinance 2021-1740	6/8/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1740**
COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2020-1665, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 (FY 2020-2021), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2 and Section 4. of Ordinance No. 2020-1665 are amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2020 and ending June 30, 2021 (FY 2020-2021):

APPROPRIATIONS	AMOUNT
Airport Fund	244,163
Capital Improvement Fund	2,633,762
Capital Project Sales Tax 2	~~16,387,617~~ 23,242,220
County Debt	8,202,950
County Transportation Committee Fund	1,400,000
Court Mandated Security	1,579,140
E-911 Fund	873,590
General Fund	~~66,310,310~~ 67,215,110
Hospitality Tax Fund	1,280,000
Indian Land Fire Protection District Fund	991,000
Local Accommodations Tax Fund	~~100,000~~ 140,000
Pleasant Valley Fire Protection District Fund	840,235
Victims Services Fund	65,000
State Accommodations Tax Fund	379,250
Stormwater Fund	2,248,280

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) and Section 4 of Ordinance No. 2020-1665, for the following items:

General Fund		Revenue	Expense
	Supplemental Revenue-Insurance Proceeds	$250,000	
	Replacement Fire Engine		$250,000
	Supplemental Revenue-Fund Balance	$654,800	
	Body Scanner at Detention Center		$59,375
	Replacement Fire Engine		$367,425
	Barnett Building Renovations		$35,000
	I.T. Upgrades and Improvements		$193,000
Local Accommodations Tax	Supplemental Revenue-Fund Balance	$40,000	
	Barr Street Renovations		$40,000
Capital Project Sales Tax 2	Supplemental Revenue-Fund Balance	$6,854,603	
	Library Improvements		$292,603
	Road Improvements		$6,562,000

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 14th day of June, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	May 10, 2021
Second Reading:	May 24, 2021
Public Hearing:	June 14, 2021
Third Reading:	June 14, 2021

Approved as to form:

_____
County Attorney

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The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2020-2021 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on **Monday, June 14, 2021** at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of an Ordinance amending the Fiscal Year 2020-2021 County Budget. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ORDINANCE 2021-1740 TO AMEND ORDINANCE 2020-1665

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 (FY2020-2021); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

General Fund		Revenue	Expense
	Supplemental Revenue-Insurance Proceeds	$250,000	
	Replacement Fire Engine		$250,000
	Supplemental Revenue-Fund Balance	$654,800	
	Body Scanner at Detention Center		$59,375
	Replacement Fire Engine		$367,425
	Barnett Building Renovations		$35,000

Deaths, 4A
Louis Balkcum
Michael Cook Sr.
Johnny Funderburk
Tommy Gordon Jr.
Richard "Dick" Graves
Frank Henderson
"Buck" Kenneth Hinson
Ferris Jones
Kenneth "Ken" Usher

Opinion 7A
Sports 5A
TLN Weekend 1B
5B
6B
3B
4B

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of May 30, 2021.

Benita G Coulter
Notary Public of South Carolina

My Commission Expires
January 13, 2031

The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2020-2021 LANCASTER COUNTY BUDGET

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ORDINANCE 2021-1740 TO AMEND ORDINANCE 2020-1665

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 (FY2020-2021); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

General Fund		Revenue	Expense
	Supplemental Revenue-Insurance Proceeds	$250,000	
	Replacement Fire Engine		$250,000
	Supplemental Revenue-Fund Balance	$654,800	
	Body Scanner at Detention Center		$59,375
	Replacement Fire Engine		$367,425
	Barnett Building Renovations		$35,000
	I.T. Upgrades and Improvements		$193,000
Local Accommodations Tax	Supplemental Revenue-Fund Balance	$40,000	
	Barr Street Renovations		$40,000
Capital Project Sales Tax 2	Supplemental Revenue-Fund Balance	$6,854,603	
	Library Improvements		$292,603
	Road Improvements		$6,562,000

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

published in The Lancaster

Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1737 / RZ-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
The applicant has requested to rezone a 6.7-acre parcel from Neighborhood Business (NB) District to Mixed Use (MX) District. The intent is to develop this parcel in conjunction with the adjoining MX parcels to the north and west as a 352-unit multifamily apartment project.

Points to Consider:
The subject property was previously zoned Mixed Use (MX) District in 2019; however it was rezoned to Neighborhood Business (NB) District to accommodate an assisted living development that ultimately did not occur (RZ-2019-0501).

The proposed rezoning would be consistent with the surrounding area, as well as being consistent with the adopted Comprehensive Plan. The rezoning would also bring the surrounding MX land into conformance with the MX District 25-acre size requirement.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
Staff recommended approval of the request.

The Planning Commission voted unanimously to recommend **approval** of the requested rezoning. The Planning Department also recommended approval.

The Planning Commission discussed traffic concerns, the desire for cross access, and general site planning items. There were no public comments.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1737	5/3/2021	Ordinance
Staff Report	4/13/2021	Planning Staff Report
Ex 1: Application	4/13/2021	Exhibit
Ex 2: Location / Zoning Map	4/13/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1737

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 6.7 ACRE PARCEL (TMS# 0005-00-091.02), LOCATED AT 182 PATTERSON LANE, LANCASTER, SOUTH CAROLINA, FROM NB, NEIGHBORHOOD BUSINESS DISTRICT, TO MX, MIXED USE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) William Morris, applied to rezone a 6.7 acre, more or less, parcel of property located at the southwest corner of Patterson Lane and Harrisburg Road, Lancaster, South Carolina (TMS # 0005-00-091.02) from NB, Neighborhood Business District, to MX, Mixed Use District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the following Community Types:

> The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below. The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. The requested MX District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from NB, Neighborhood Business District, to MX, Mixed Use District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-091.02 (6.7 acre, more or less, portion thereof)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Application to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.
PROPERTY LOCATION:	Southwest corner of Patterson Lane and Harrisburg Road (TM# 0005-00-091.02)
CURRENT ZONING DISTRICT:	Neighborhood Business (NB) District
PROPOSED ZONING DISTRICT:	Mixed Use (MX) District
APPLICANT:	William Morris
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Site Information

The 6.7-acre parcel is located at the southwest corner of Harrisburg Road and Patterson Lane, and is presently vacant. The subject property was previously zoned Mixed Use (MX) District in 2019; however it was rezoned to Neighborhood Business (NB) District to accommodate an assisted living development that ultimately did not occur (RZ-2019-0501).

Proposal

The applicant is desires to have the subject 6.7-acre parcel rezoned from Neighborhood Business (NB) District to Mixed Use (MX) District so that it can be combined with other surrounding MX-zoned parcels to the west and north and developed as a 352-unit multifamily residential project. Once combined with those surrounding parcels, the development site will be approximately 26.4 acres.

Summary of Adjacent Zoning and Uses

The subject property is surrounded by LDR, GB and MX-zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; MX	Vacant; Single-Family Residential
South	Lancaster County	GB; MX	Retail; Multifamily Residential
East	Lancaster County	GB	Retail / Restaurant
West	Lancaster County	MX	Single-Family Residential; Vacant

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned NB District. Pursuant to UDO Chapter 2.3, *the Neighborhood Business District is generally located on thoroughfares and provides opportunities for the*

provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.

Pursuant to UDO Section 2.3, the proposed *Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories*.

Compatibility with Surrounding Area
As noted previously, the subject properties are predominately surrounded by the LDR, GB, MX and PDD Districts. This area is characterized by a mixture of vacant/wooded parcels, single-family homes on lots of varying sizes, multifamily development and commercial development.

Staff finds that the proposed rezoning of TM# 0005-00-091.02 from NB to MX District would be consistent with the surrounding area, as well as with UDO Section 2.3. It is also noted that the rezoning would facilitate the development of the subject property along with the adjacent MX-zoned properties to the west and north, which would otherwise not be possible as those properties do not separately meet the 25-acre threshold necessary for development in the MX District.

RELATIONSHIP TO PUBLIC PLANS:

Lancaster County Comprehensive Plan Consistency
The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "*is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested MX District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Walkable Neighborhood: Land Use Considerations		
Church	Condominium/Apartment	Community Park / Pocket Park
Government Building	Natural Area	Neighborhood Commercial
Professional Office	Restaurant	School
Single-Family Attached Home (Townhome/Duplex)	Single-Family Detached Home	

INFRASTRUCTURE CONSIDERATIONS:

Transportation

As part of the requested rezoning and associated Master Development Plan, the applicant commissioned a Traffic Impact Analysis (TIA) from STV Incorporated. The Analysis provided looked at several key intersections relevant to the project and provided the following:

Intersection	Improvements
US 521 at SC 160 / Overhill Drive	▪ No improvements are recommended at this intersection
SC 160 at Harrisburg Road	▪ No improvements are recommended at this intersection
SC 160 at Lowe's Driveway	▪ No improvements are recommended at this intersection
Harrisburg Road at Patterson Lane / Shopping Center Driveway	▪ Provide a northbound left turn lane with 150 ft of storage and appropriate taper ▪ Provide a eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road / Elmsbrook Lane	▪ Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

It is noted, however, that the County's own consulting engineers have identified a few concerns with regard to the TIA provided by the applicant and noted the following:

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster County UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.
- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.
- Section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.
  - Arterial facilities require a minimum LOS of D.
  - Collector/local facilities require a minimum LOS of C.

In conclusion, the County's consulting engineers note that further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by the UDO, and that this analysis be provided along with recommended improvements in order to meet a minimum LOS requirement.

Public Utilities

Per Lancaster County Water and Sewer District (LCWSD), sewer is available; however downstream improvements will be required in order to serve the proposed development. LCWSD has an existing 16" waterline along Harrisburg Road that will likely need to be extended from its current terminus

approximately 1,500' north of Patterson Lane. Additionally, LCWSD has an existing 2.5" waterline along Patterson Lane that will need to be shown and noted to be abandoned.

Public Schools

The area impacted by the development proposal includes Harrisburg Elementary, Indian Land High and Indian Land Middle, as well as the future Indian Land Intermediate. The Lancaster County School District noted that they currently have high student volume at all levels, but that they anticipate their overcrowding at Harrisburg Elementary and Indian Land Middle to get somewhat better after the opening of IL Intermediate in fall 2021.

PHOTOS OF PROJECT AREA:



Looking west at subject property from Harrisburg Road



Looking along Patterson Lane from Harrisburg Road



Looking south along Harrisburg Rd from Patterson Ln



Looking north along Harrisburg Rd from Patterson Ln

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District, subject to the following findings of fact:

1. That the Zoning Map Amendment consists of 6.7 acres of land located at the southwest corner of Harrisburg Road and Patterson Lane, and consists of TM# 0005-00-091.02;
2. That the Future Land Use Category for the subject property is Neighborhood Mixed Use, and the Community Type is Walkable Neighborhood;
3. That the Zoning Map Amendment would rezone property currently zoned NB District to MX District;
4. That if rezoned to MX, the property could be combined with the adjacent MX-zoned properties to the west and north resulting in an approximately 26.4-acre development site; and
5. That the proposed MX District, as intended to be developed per the companion Development Agreement (DA-2020-2740), will result in a project that is generally consistent with the surrounding area which is comprised of LDR, GB, MX and PDD Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 182 Patterson Lane

City Indian Land State SC Zip 29707 Tax Parcel ID 0005-00-00302 SC 29707

Current Zoning NB Current Use Single Family / Agricultural

Proposed Zoning MX Total Acres 6.7

Project Description Rezoning to align with surrounding zoning district. Development of multi-family housing with associated parking and open space.

Surrounding Property Description Mix of commercial use, single family, multi-family uses.

CONTACT INFORMATION

Applicant Name William Morris

Address 2 North 20 Street, Suite 700

City Birmingham State AL Zip 35203 Phone 205.328.9600 ext 101

Fax 205.328.0200 Email wmorris@arlingtonproperties.net

Property Owner Name Donna Patterson

Address 182 Patterson Lane

City Indian Land State SC Zip 29707 Phone

Fax Email

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

W.C. M — 2/2/2021

Applicant — Date

_____ — _____

Property Owner(s) — Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. **Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Mark Bing

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.06
Derek S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal)

(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal)

(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.05
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.04
Jonna P. Barber

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Jonna P Barber
Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) R.
(Official Signature of Notary)
Notary's Name (printed): Renji George

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-096.00
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)
Notary's Name (printed): Crystal S. Campbell
My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
EXP. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)

Notary's Name (printed): Crystal S. Campbell

My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
Exp. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)

Notary's Name (printed): DEANA R. DATE

My commission expires: 04-24-2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-096.00
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)
Notary's Name (printed): DEANA R. DATE

My commission expires: 04.24.2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Location Map

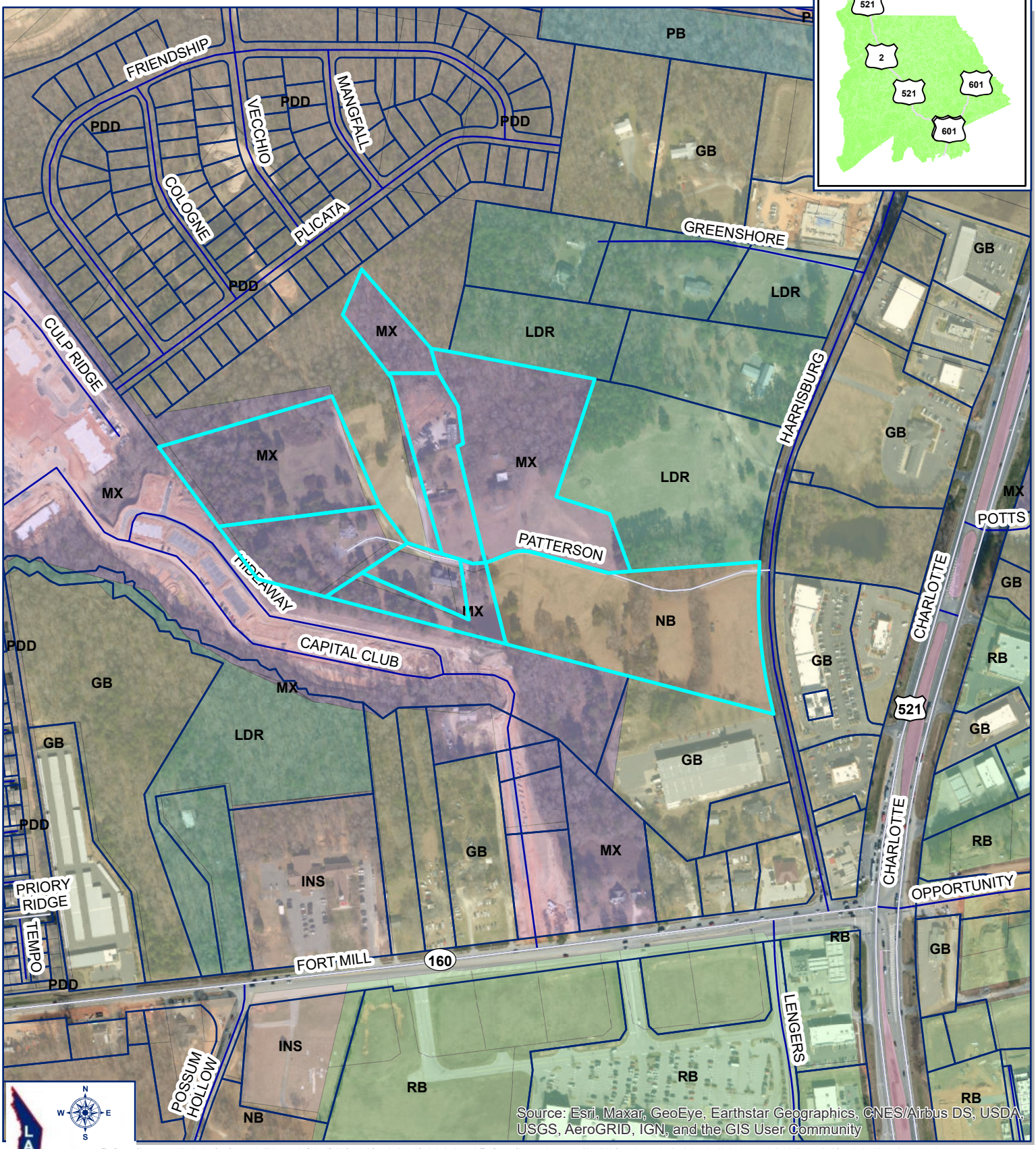
Case Number: RZ-2020-2740; MXU-2020-2740; DA-2020-2740

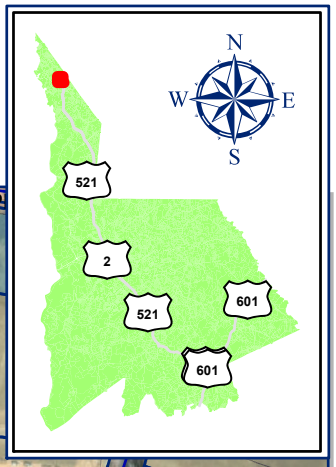
Proposal: Rezoning of one parcel from NB to MX; and a mixed use development for 352 multifamily residential units with associated development agreement.

TM#: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

Map Date: March 31, 2021

Map Created by: RT





The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.02 0.04 0.08 0.12 0.16 Miles

0 137.5 275 550 825 1,100 Feet

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1738 / Planning Case Number: MXU-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
The development proposal consists of demolishing all existing improvements on-site in order to facilitate the development of 352 apartments within ten buildings (two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) at a density of 13.33 dwelling units per acre. The development proposal would also include the construction of a private road extending from Patterson Lane to the west end of the property; 700 parking spaces, including 101 on-street parking spaces; approximately 73,959 square feet of programmed open space; as well as the requisite street trees and other landscaping and site lighting.

Points to Consider:
Generally, the proposed Master Development Plan meets the required "finding of fact" as set forth in Unified Development Ordinance Section 9.2.9.B.8. However, the sidewalks within the development leading toward Harrisburg Road will need to be redesigned so as to adequately accommodate pedestrian connectivity.

A Traffic Impact Analysis (TIA) was submitted as a part of this application. The TIA was reviewed by the County's consultant and updated to address the concerns identified as part of that review. The County's consultant has subsequently approved the revised TIA, including its recommended improvements.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed Master Development Plan.

Recommendation:
The Planning Commission voted 7-0 to recommend **approval** of the proposed Master Development Plan subject to those same conditions recommended by Staff (see below) at the April 20, 2021 meeting.

The Planning Commission discussed traffic concerns, the desire for cross access, and general site planning items. There were no public comments.
Staff recommended approval of the proposed Master Development Plan, subject to the following conditions:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted so as to be able to accommodate future road and landscape improvements; and
4. That the applicant provides a “Highland Acreage” calculation prepared by an engineer or surveyor.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1738	5/3/2021	Ordinance

Staff Report	4/13/2021	Planning Staff Report
Ex 1: Application	4/13/2021	Exhibit
Ex 2: Location / Zoning Map	4/13/2021	Exhibit
Ex 3: Master Development Plan	4/13/2021	Exhibit
Ex 4: Traffic Impact Analysis	4/13/2021	Exhibit
Ex 5: Traffic Impact Analysis Review Memo	4/13/2021	Exhibit
Ex 6: Traffic Impact Analysis Review Response	4/30/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1738

AN ORDINANCE

TO APPROVE THE MASTER DEVELOPMENT PLAN SUBMISSION OF ARLINGTON PROPERTIES, INCORPORATED, FOR A PROPOSED 352-UNIT APARTMENT DEVELOPMENT CURRENTLY KNOWN AS "PATTERSON LANE MF" AND LOCATED ON APPROXIMATELY 26.4 ACRES, MORE OR LESS, AND LOCATED AT THE INTERSECTION OF PATTERSON LANE AND HARRISBURG ROAD (TMS #'S 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 AND 0005-00-096.00).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Arlington Properties, Inc., has submitted a Master Development Plan for a proposed 352-unit apartment development (comprised of two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) located upon 26.4 acres, more or less, of real property currently zoned Mixed-Use District (MX) with the exception of a 6.4 acre or real property (TMS# 0005-00-091.02) that applicant also seeks to rezone to MX in support of this project by Ordinance 2021-1737. The properties are located at the intersection of Patterson Land and Harrisburg Road.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Master Development Plan and, by a unanimous vote recommended approval of the Master Development Plan subject to the following conditions of approval:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

(c) The Future Land Use Map identifies these properties as Neighborhood Mixed Use. The proposed Master Development Plan will result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category, as well as the land use considerations set forth in the Walkable Neighborhood Community Type. Accordingly, the Master Development Plan is consistent with the Comprehensive Plan.

(d) The Master Development Plan satisfies each of the findings of fact required in the Unified Development Ordinance ("UDO") Section 9.2.9.B.9

Section 2. Master Development Plan Approval.

The Master Development Plan is approved subject to the same conditions of approval recommended by the Planning Commission:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

<SIGNATURE PAGE FOLLOWS>

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Application by William Morris to approve a Master Development Plan for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land. This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

PROPERTY LOCATION: Intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00).

CURRENT ZONING: Mixed Use (MX) District

APPLICANT: William Morris

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Site Information

The 26.4-acre site is comprised of six parcels on the west side of Harrisburg Road and generally along Patterson Lane. The site is predominantly zoned Mixed Use (MX) District with one parcel zoned Neighborhood Business (NB) District; however this parcel is the subject of RZ-2020-2740 which would see it rezoned to MX District. The site consists of several single-family residences and vacant land.

Proposal

The development proposal consists of demolishing all existing improvements on-site in order to facilitate the development of 352 apartments within ten buildings (two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) at a density of 13.33 dwelling units per acre. The development proposal would also include the construction of a private road extending from Patterson Lane to the west end of the property; 700 parking spaces, including 101 on-street parking spaces; approximately 73,959 square feet of programmed open space; as well as the requisite street trees and other landscaping and site lighting.

Summary of Adjacent Zoning and Uses

The subject property is surrounded by LDR, GB and MX-zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; PDD	Vacant; Single-Family Residential
South	Lancaster County	GB; MX	Retail; Multifamily Residential
East	Lancaster County	LDR; GB	Single-Family Residential; Retail / Restaurant
West	Lancaster County	MX; PDD	Multifamily Residential; Vacant

ANALYSIS & FINDINGS:

Pursuant to Unified Development Ordinance (UDO) Section 9.2.9.B.8, the Planning Commission shall hold a public hearing on Master Development Plan proposals. Further, pursuant to UDO Section 9.2.9.B.9, the Planning Commission may approve, deny or approve with conditions the application for a Master Development Plan; however no Master Development Plan shall be approved unless the following "findings of fact" can be made:

a. Consistency with Comprehensive Plan*. All mixed use development shall be designed, constructed and maintained in conformance with the applicable guidelines and standards established by the Lancaster County Comprehensive Plan.*

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "*is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested MX District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Walkable Neighborhood: Land Use Considerations		
Church	Condominium/Apartment	Community Park / Pocket Park
Government Building	Natural Area	Neighborhood Commercial
Professional Office	Restaurant	School
Single-Family Attached Home (Townhome/Duplex)	Single-Family Detached Home	

The proposed Master Development Plan would result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category, as well as the land use considerations set forth for the Walkable Neighborhood Community Type. Accordingly, staff finds that the Master Development Plan is consistent with the Comprehensive Plan.

b. Integration with Transportation System*. Mixed use developments shall be designed to integrate into the adjacent transportation system relative to:*

i. Pedestrian connections to ensure accessibility to current or future transit service, if applicable;
ii. Connectivity to existing and future roadways, sidewalks and pathways;
iii. Complete streets roadway design that accommodates multiple transportation modes;
iv. Strategic locations of parking lots and structures;
v. Compatibility with the regional transportation system of arterials and collectors; and
vi. Access management to provide internal connections between uses and prohibit individual driveway access to perimeter roads.

The proposed Master Development Plan consists of its own private road (designed consistent with the requirements of the UDO) which connects to the existing Patterson Lane which, in turn, connects to Harrisburg Road. There are no connections to adjacent properties as the adjacent Capitol Club property to the south was not previously required to provide for cross access to this property and is unwilling to allow for cross access at this time; and the adjacent PDD to the north and west was also not designed for cross access to this property and has a considerable amount of open space adjacent to this project. The development does provide for potential cross access to the adjacent property to the north fronting on Harrisburg Road and owned by Robert Barr.

In addition to the above, the Plan does generally propose sidewalks throughout the development; however these sidewalks do not directly connect to the proposed sidewalk along Harrisburg Road. In order to get from the roundabout to Harrisburg Road via sidewalk, pedestrians would need to go into and through Building 2 and then into and through Building 1, or walk through the parking lot and then into and through Building 1, or walk in the vehicular travel lanes of Patterson Lane. None of these are acceptable scenarios and the project must be redesigned so as to adequately accommodate pedestrian connectivity.

As part of the proposed Master Development Plan and its associated rezoning, the applicant commissioned a Traffic Impact Analysis (TIA) from STV Incorporated. The Analysis provided looked at several key intersections relevant to the project and provided the following:

Intersection	Improvements
US 521 at SC 160 / Overhill Drive	▪ No improvements are recommended at this intersection
SC 160 at Harrisburg Road	▪ No improvements are recommended at this intersection
SC 160 at Lowe's Driveway	▪ No improvements are recommended at this intersection
Harrisburg Road at Patterson Lane / Shopping Center Driveway	▪ Provide a northbound left turn lane with 150 ft of storage and appropriate taper ▪ Provide a eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road / Elmsbrook Lane	▪ Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

It is noted, however, that the County's own consulting engineers have identified a few concerns with regard to the TIA provided by the applicant and noted the following:

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster County UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.
- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.
- Section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.
    - Arterial facilities require a minimum LOS of D.
    - Collector/local facilities require a minimum LOS of C.

In conclusion, the County's consulting engineers note that further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by the UDO, and that this analysis be provided along with recommended improvements in order to meet a minimum LOS requirement.

Based upon all of the above, at this time Staff cannot find that the proposed Master Development Plan is consistent with the required "finding of fact" pertaining to Integration with the Transportation System.

c. Impact on Infrastructure*. The development is staged in a manner that allows for and facilitates the timely provision of public utilities, facilities and services.*

The Lancaster County Water and Sewer District (LCWSD) has reviewed the proposed Master Development Plan and has commented that downstream improvements will be required in order to serve the proposed development. LCWSD has an existing 16" waterline along Harrisburg Road that will likely need to be extended from its current terminus approximately 1,500' north of Patterson Lane. Additionally, LCWSD has an existing 2.5" waterline along Patterson Lane that will need to be shown and noted to be abandoned.

d. Compatibility of Uses and Structures*. The mixed use development is planned so land uses and densities create an appropriate transition to existing or planned uses and densities on adjoining properties.*

The surrounding uses to the south, east and west consist of multifamily residential or commercial uses. As such, there are no compatibility concerns. To the north, however, are vacant lands. The vacant lands to the northwest are a part of the Avondale PDD neighborhood and are not approved for further development; therefore staff has no compatibility concerns. The vacant lands to the northeast consist of two parcels zoned for single-family development. One of these parcels would be adjacent only to an open space area for the proposed development, while the other would be in close proximity to four different buildings within the proposed development ranging between approximately 45' and 100' away. Accordingly, staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

***e. General Site Design**: The following characteristics shall be incorporated into the mixed-use development:*

i. Pedestrian accessibility/concentration of development (critical mass) in a compact, walkable area.
- *Uses are concentrated to promote convenient pedestrian access. Large projects concentrate uses in multiple nodes, each preferably within a quarter-mile diameter.*
- *Pedestrian circulation is clearly defined and connects all uses.*
- *Bicycle and pedestrian access are provided to adjacent developments.*
- *Sidewalks are provided on each side of rights-of-way or private streets throughout the development.*
- *Strip commercial development characterized by single story uncoordinated, unconnected buildings with large street frontage parking lots is specifically prohibited. Strip malls with uncoordinated, unconnected out parcels are prohibited. All structures are fully integrated into the mixed use project through common design themes (including, but not limited to, lighting, benches, landscaping, other decorative features but not necessarily building design), integration with a variety of uses, nonlinear arrangement, common spaces, pedestrian walkways, vehicular access connections and other features.*

ii. Plazas, courtyards and other common areas are provided for public gathering and interaction. Amenities, such as benches, planters, lighting, fountains, art and landscaping that further the design theme of the project and encourage interaction shall be provided.

iii. Mixed use projects require special attention to building design because of the relationship of land uses in close proximity. Functional integration of residential and commercial uses shall be considered during design of mixed use projects. The following standards are intended to guide development of mixed-use projects:

- *The mixed use development shall be designed and developed to provide an appropriate interrelationship between the various uses and structures within the development through the use of complementary materials, unified streetscape treatment, buffering, connectivity for vehicular and pedestrian movement, building orientation, parking location and height transition.*
- *Residential and commercial uses may be located within the same or adjoining structures, provided applicable health and safety regulations are followed.*
- *Structures shall provide architectural relief and interest, with emphasis at building entrances and along sidewalks, to promote and enhance a comfortable pedestrian scale and orientation. Structures shall have consistent scale and massing to create a unified project. Compatibility with the immediate context is required. However, gradual transitions in scale and massing are permitted.*
  - *Blank walls shall be avoided by including ground floor windows, recesses, extensions and breaks in roof elevation.*
  - *Design shall provide differentiation between ground level spaces and upper stories. For example, bays or balconies for upper levels, and awnings, canopies or other similar treatments for lower levels can provide differentiation. Variation in building materials, trim, paint, ornamentation, windows, or other features such as public art, may also be used.*
  - *Design shall ensure privacy in residential sectors through effective window placement, soundproofing, landscape screening or orientation of outdoor living areas (e.g., balconies,*

porches and patios). Opposite facing windows at close distances should be offset vertically or horizontally, or employ appropriate materials (e.g., glazed or tinted) to protect privacy.

As discussed previously with regard to required "finding of fact" b, the Master Plan does generally propose sidewalks throughout the development; however these sidewalks do not directly connect to the proposed sidewalk along Harrisburg Road without going into and through two separate buildings. Further, the development does denote that programmed open space will be provided; however the details of these open spaces have not been established. Accordingly, staff cannot find that the proposed Master Plan is consistent with the required "finding of fact."

f. *Housing diversity shall be required within the district - At least two (2) different residential types (attached, detached, multiple family, or two family) with a range of prices and sizes shall be incorporated into the development. Single-family lot sizes shall be varied to provide a mixture of lot sizes.*

As previously noted the Master Development Plan consists of 352 apartments within ten buildings. Seven of these buildings will be the Apartment Building typology, one will be of the Apartment Court typology, and the final two will be of the Townhome typology. Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

g. *Permitted flexibility in lot sizes, setbacks, street widths and landscaping shall result in a more livable development, preservation of natural features and creation of open space consistent with the policies of the comprehensive plan and this ordinance.*

No flexibility has been requested as part of this Master Development Plan.

h. *Mixed-use developments shall not be gated and shall be interconnected to surrounding developments. Mixed-use projects shall be designed as an integral part of the surrounding community and not as an isolated development.*

The proposed Master Development Plan does not propose to gate or otherwise limit access to the property. As previously noted, the development has no opportunities to connect to existing developed or developing properties, but does provide for an opportunity for a connection to the adjacent property immediately to the north along Harrisburg Road should it ultimately be developed. Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

COMMUNITY MEETING:

The applicant held a community meeting on Thursday, April 1, 2021, at Pleasant Hill United Methodist Church (238 Fort Mill Highway). Approximately 15 members of the public were in attendance. In general, there was not a great deal of concern noted by surrounding property owners with regard to the project; however some did express concerns with regard to traffic patterns entering and exiting the proposed development.

PHOTOS OF PROJECT AREA:



Looking west at subject property from Harrisburg Rd



Looking along Patterson Lane from Harrisburg Rd



Looking south along Harrisburg Rd from Patterson Ln



Looking north along Harrisburg Rd from Patterson Ln

STAFF RECOMMENDATION:

Staff recommends **approval** of the request for a Master Development Plan for the proposed 352-unit multifamily development located on approximately 26.4 acres of land, subject to the following conditions of approval and pursuant to the following findings of fact:

Findings of Fact:

1. That the subject property consists of 26.4 acres of land located on the west side of Harrisburg Road and generally along Patterson Lane (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00);
2. That the subject property has a Future Land Use Category of Neighborhood Mixed Use with a Community Type of Walkable Neighborhood;
3. That, should the companion rezoning application RZ-2020-2740 be approved, the entirety of the subject property would be zoned Mixed Use (MX) District; and
4. That the proposed Master Development Plan will meet the required "findings of fact" as set forth in UDO Section 9.2.9.B.9, subject to complying with the following conditions of approval.

Conditions of Approval:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted so as to be able to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. Master Development Plan
4. Trip Generation Analysis
5. Trip Generation Analysis Review Memo

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

MASTER DEVELOPMENT PRELIMINARY PLAT
MIXED-USE DISTRICT

APPLICATION AND APPROVAL PROCESS:

1. **Know what needs to be shown on the plan.**
   - **a.** Plans must be reviewed by Lancaster County to ensure they meet the design standards in the UDO.
   - **b.** Check the UDO for minimum lot width, lot area, building setback, and landscape buffer width requirements.
2. **Submit the following.**

   ☐ Five (5) paper copies of Master Development Preliminary Plat and Supporting Data.

   ☐ One (1) PDF copy of Master Development Preliminary Plat and Supporting Data.
3. **After the plan is approved:**
   - **a.** You will be notified by email or phone.
   - **b.** Pick up the approved plan from the Planning Department.

PROJECT INFORMATION

Project Address/Location: 182 Patterson Lane, Indian Land, SC 29707

Tax Map ID/Parcel No.: 0005-00-091.02 | 0005-00-096.00| 0005-00-091.05 | 0005-00-091.01 | 0005-00-091.04 | 0005-00-091.06

Project Description: Development of multi-family housing with associated parking and open space.

Applicant Name: William Morris

Address: 2 North 20 Street, Suite 700, Birmingham, AL, 35203

Phone: 205.328.9600 ext 101 Fax: 205.328.0200 Email: wmorris@arlingtonproperties.net

Property Owner Name: Donna Patterson

Address: 182 Patterson Lane, Indian Land, SC 29707

Phone: _____ Fax: _____ Email: _____

Other Project Contacts: _____

Name: Rob Keidel (Civil Engineer) | Dennis Walls (Landscape Architect)

Address: 223 North Graham Street, Charlotte, NC 28202

Phone: 704.333.0325 Fax: _____ Email: rkeidel@landdesign.com | dwalls@landdesign.com

Name:_____

Address: _____

Phone:_____ Fax:_____ Email: _____

_____ _____

Applicant Signature Property Owner Signature

2/2/2021 _____

Date Date

CHECKLIST - USE THE CHECKLIST ITEMS BELOW TO PREPARE THE PLAT DRAWING

1. **General Information**
   a. Date, north point, and scale
   b. Name and firm address of the professional individual responsible for preparing master development plan
   c. Name and address of the property owner or applicant
   d. Location sketch
   e. Legal description of the subject property
   f. Size of subject property in acres (square feet if less than two (2) acres)
   g. Boundary survey
   h. Preparer's professional seal
2. **Existing Conditions**
   a. Existing zoning classification of subject property
   b. Property lines and required setbacks (dimensioned)
   c. Location, width and purpose of all existing easements
   d. Location and dimension of all existing structures on the subject property
   e. Location of all existing driveways, parking areas and total number of existing parking spaces on subject property
   f. Abutting street right-of-way width
   g. Location of all existing structures, driveways, and parking areas within 100 feet of the subject property's boundary
   h. Location of all existing structures, driveways, and parking areas within 300 feet of the subject property's boundary
   i. Existing water bodies (lakes, rivers, creeks, wetlands, etc.)
   j. Existing landscaping and vegetation on the subject property, including a tree survey, if required
   k. Size and location of existing utilities

l. Location of all existing surface water drainage facilities

3. Proposed Development

a. Location and dimensions of all proposed buildings

b. Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided), and unloading areas

c. Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use

d. Floodplain areas and basement and finished floor elevations of all buildings

e. Landscape plan (showing location of proposed materials, size and type)

f. Layout and typical dimensions of proposed parcels and lots

g. Number of proposed dwelling units (by type)

h. Number and location of affordable dwelling units

i. All deed restrictions or covenants

j. Brief narrative description of the project including proposed use, existing floor area (square feet), size of proposed expansion (square feet), and any change in the number of parking spaces

k. Lighting plan

4. Engineering

a. Location and size of proposed utilities, including connections to sewer and water supply systems

b. Location and type of all proposed surface water drainage facilities

c. Grading plan at no more than two foot contour intervals[1]

d. Proposed streets (including pavement width, materials, and easement or right-of-way dimensions)

5. Building Details

a. Typical elevation views of all sides of each building type

b. Gross and net floor area

c. Elevation views of building additions

d. Building height

e. Building materials

6. Additional Information

Any other information required by the Planning Director or Planning Commission to demonstrate compliance with other applicable provisions of this ordinance including, but not limited to, traffic impact analysis, environmental impact assessment and market feasibility studies.

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-091.01
Mark Bing

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.06
Derek S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed): Renji George

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal)

(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.05
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.04
Jonna P. Barber

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Jonna P Barber
Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) R.
(Official Signature of Notary)
Notary's Name (printed): Renji George

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-096.00
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)
Notary's Name (printed): Crystal S. Campbell
My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
EXP. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)

Notary's Name (printed): Crystal S. Campbell

My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
Exp. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)

Notary's Name (printed): DEANA R. DATE

My commission expires: 04-24-2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-096.00
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R Date
(Official Signature of Notary)
Notary's Name (printed): DEANA R. DATE

My commission expires: 04.24.2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Location Map

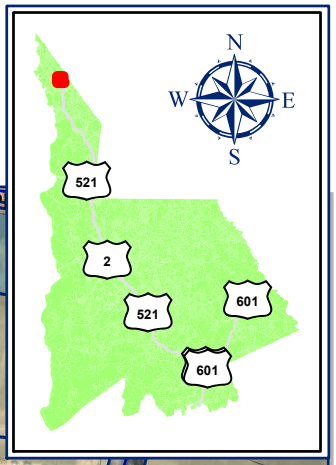
Case Number: RZ-2020-2740; MXU-2020-2740; DA-2020-2740

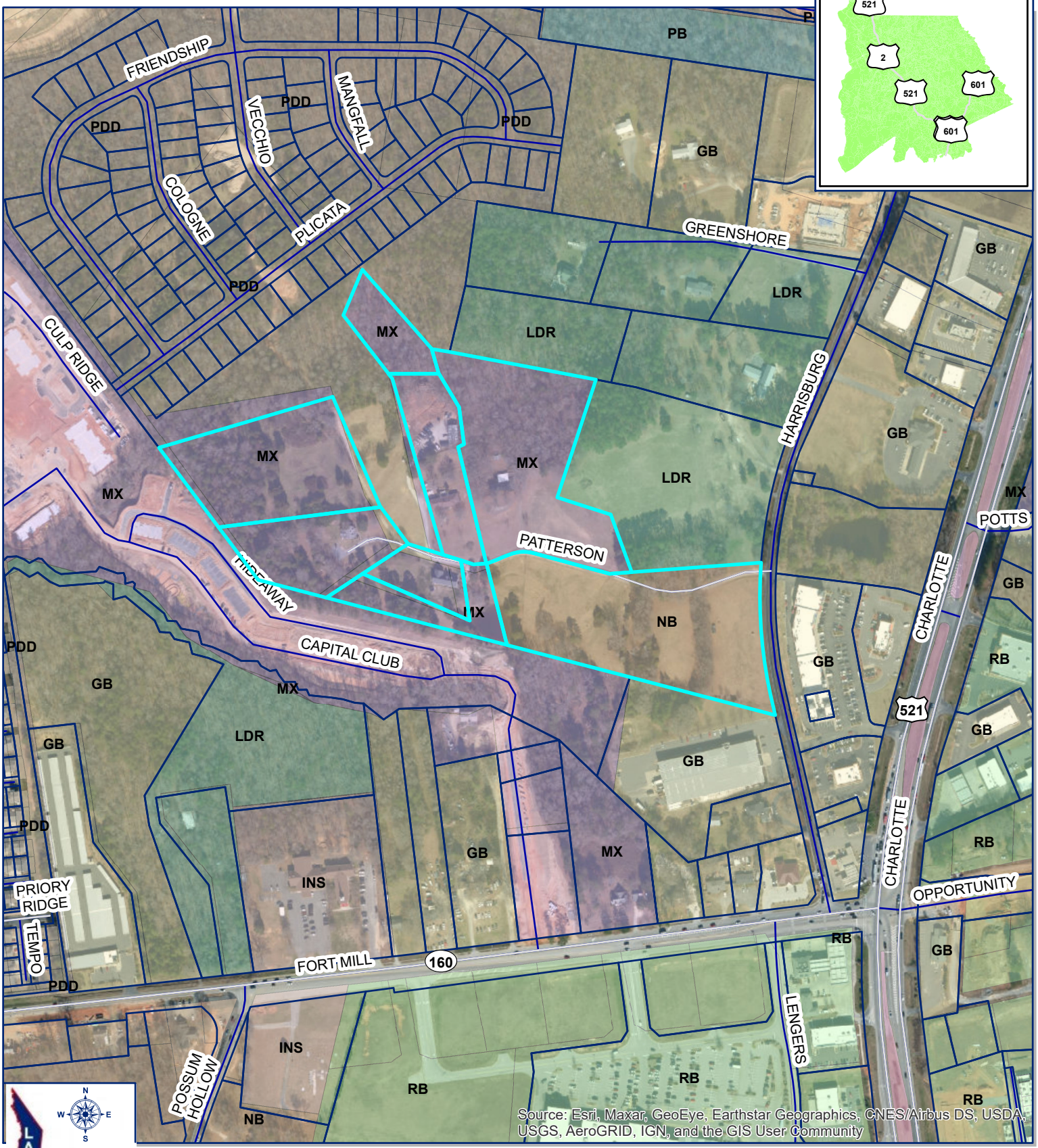
Proposal: Rezoning of one parcel from NB to MX; and a mixed use development for 352 multifamily residential units with associated development agreement.

TM#: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

Map Date: March 31, 2021

Map Created by: RT





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.02 0.04 0.08 0.12 0.16 Miles

0 137.5 275 550 825 1,100 Feet

PRELIMINARY DESIGN

PATTERSON LANE MF

MASTER DEVELOPMENT PLAN RESUBMITTAL

INDIAN LAND, SC

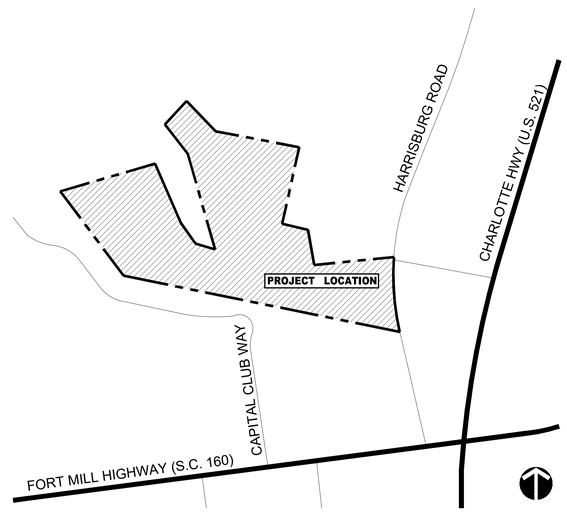
DATE: 03/23/2021

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VICINITY MAP



NOT TO SCALE

PROJECT TEAM

OWNER/DEVELOPER
ARLINGTON PROPERTIES
2 NORHT 20TH STREET
SUITE 700
BIRMINGHAM, AL 35203
205.397.6831

LANDSCAPE ARCHITECT
DIX-HITE
1109 22ND STREET
S. BIRMINGHAM, AL 35205
205.502.7841
CONTACT NAME: RYAN COLLINS, PLA

CIVIL ENGINEER
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: ROB KEIDEL

PATTERSON LANE
MF
LD PN 1020198
COVER SHEET
G0-00

LandDesign.

3/23/2021 1:39 PM SYDNEY CLARK N:_2020\1020198\CAD\DOCUMENTATION\1020198_PLN_COVR.DWG

ABBREVIATIONS

A	AD	AREA DRAIN
	ADA	AMERICANS WITH DISABILITIES ACT
	ADJ	ADJACENT
	AC	ACRE(S)
	ALT	ALTERNATE
	ALUM	ALUMINUM
	ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
	APPL	APPLICATION
	APPROX	APPROXIMATE
	ARCH	ARCHITECT(URAL)
	ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BP	BACKFLOW PREVENTER/ BREAK POINT
	BC	BOTTOM OF CURB
	BLDG	BUILDING
	BOC	BACK OF CURB
	BR	BOTTOM OF RAMP
	BS	BOTTOM OF STEP
	BW	BOTTOM OF WALL
C	CAP	CALIPER
	CB	CATCH BASIN
	C&G	CURB AND GUTTER
	CIP	CAST IN PLACE
	CMU	CONCRETE MASONRY UNIT
	CO	CLEANOUT
	COP	POOL COPING
	CONC	CONCRETE
	CF	CUBIC FEET
D	DB	DEED BOOK
	DCVA	DOUBLE CHECK VALVE ASSEMBLY
	DEPT	DEPARTMENT
	DI	DROP INLET
	DIA	DIAMETER
	DIP	DUCTILE IRON PIPE
	DN	DOWN
	DR	DRIVE
	DTL	DETAIL
	DWG(S)	DRAWING(S)
E	E	EAST
	EL	ELEVATION
	ELEC	ELECTRIC(AL)
	ENG	ENGINEER(ING)
	EOP	EDGE OF PAVEMENT
	EQ	EQUAL
	EQUIP	EQUIPMENT
	EXP	EXPANSION
	EX	EXISTING
F	FDC	FIRE DEPARTMENT CONNECTION
	FH	FIRE HYDRANT
	FOC	FACE OF CURB
	FT	FOOT, FEET
G	GAL	GALLON
	GV	GATE VALVE
H	HDPE	HIGH-DENSITY POLYETHYLENE
	HORZ/H	HORIZONTAL
	HP	HIGH POINT
	HT	HEIGHT
	HWY	HIGHWAY
I	ID	INSIDE DIAMETER
	IN	INCH(ES)
	INV	INVERT
J	JB	JUNCTION BOX
L	L	LENGTH/ LONG
	LCWSD	LANCASTER COUNTY WATER AND SEWER DISTRICT
	LED	LIGHT-EMITTING DIODE
	LF	LINEAR FEET
	LN	LANE
	LP	LOW POINT

M	MAX	MAXIMUM
	MECH	MECHANICAL
	MFR	MANUFACTURER
	MH	MANHOLE
	MIN	MINIMUM
N	N/A	NOT APPLICABLE
	N	NORTH
	NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
	NO	NUMBER
	NTS	NOT TO SCALE
O	OC	ON CENTER
	OD	OUTSIDE DIAMETER
P	PB	PLAT BOOK
	PG	PAGE
	PROJ	PROJECT
	PSF	POUNDS PER SQUARE FOOT
	PSI	POUNDS PER SQUARE INCH
	PROP	PROPOSED
	PVC	POLYVINYL CHLORIDE
Q	QTY	QUANTITY
R	RAD/R	RADIUS
	RCP	REINFORCED CONCRETE PIPE
	REINF	REINFORC(E), (ING)
	REV	REVISION
	REQ	REQUIRED
	R/W	RIGHT OF WAY
S	S	SOUTH
	S.C.	SOUTH CAROLINA
	SC DHEC	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
	SCDOT	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
	SCH	SCHEDULE
	SD	STORM DRAIN(AGE)
	SF	SQUARE FOOT, FEET
	SQ	SQUARE
	SSCO	SANITARY SEWER CLEANOUT
	SSMH	SANITARY SEWER MANHOLE
	SDMH	STORM DRAINAGE MANHOLE
	SPEC	SPECIFICATION
	SS	SANITARY SEWER
	STA	STATION
	STD	STANDARD
	SW	SIDEWALK
	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
	SAN SWR	SANITARY SEWER
T	TBD	TO BE DETERMINED
	TC	TOP OF CURB
	TD	TRENCH DRAIN
	THK/TH	THICK(NESS)
	TOC	TOP OF COUNTER
	TR	TOP OF RAMP
	TS	TOP OF STEP
	TW	TOP OF WALL
	TYP	TYPICAL
U	USACOE	UNITED STATES ARMY CORPS OF ENGINEERS
	U.N.O	UNLESS NOTED OTHERWISE
V	VERT/V	VERTICAL
W	W	WEST, WIDE, WIDTH
	W/	WITH
	W/O	WITHOUT
	WT	WEIGHT
	WWM	WELDED WIRE MESH
Y	YI	YARD INLET

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY. SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VERY.

MATERIALS + PAVING NOTES:

1. ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT SERVICES AND TESTING FOR ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.
2. SUBGRADE PREPARATION, PAVEMENT STRENGTH AND PAVEMENT THICKNESS SHALL BE IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT PREPARED GEOSCIENCE, DATED MARCH 9, 2018 (OR AS AMENDED).
3. THE USE OF "LEVEL UP" SAND UNDER PAVEMENT WILL NOT BE ACCEPTED, UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHILE PLACING CONCRETE PAVEMENT, UNLESS OTHERWISE NOTED ON THESE PLANS.
5. THE COMPRESSIVE STRENGTH, AGGREGATE SIZE, SLUMP AND AIR CONTENT OF CAST IN PLACE CONCRETE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS
7. ALL CONCRETE REINFORCEMENT, CONTROL JOINTS AND EXPANSION JOINTS SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS.
11. CONCRETE SHALL BE BROOM FINISHED AND CURED FOR A MINIMUM OF 72 HOURS UNLESS NOTED OTHERWISE.
12. BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY FULL DEPTH SAW CUT WHEN ADJACENT TO PROPOSED PAVEMENT AND/OR CURBS.
13. PROPOSED PAVEMENT AND/OR CURBS INTENDED TO TIE INTO EXISTING SHALL MATCH SHALL MATCH THE ELEVATION OF EXISTING PAVEMENT AND/OR CURBS.
14. PAVEMENT MARKINGS AND SIGNAGE
    - 14.1. ALL PAVEMENT STRIPING AND SIGNAGE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS NOTED OTHERWISE ON THESE PLANS.
    - 14.1. ALL ACCESSIBLE PAVEMENT MARKINGS SHALL COMPLY WITH THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL SOUTH CAROLINA AND LANCASTER COUNTY CODES.
    - 14.2. PARKING SPACE STRIPES, ACCESSIBLE SPACES, PEDESTRIAN STRIPING, DIRECTIONAL ARROWS AND LETTERING SHALL BE SOLID WHITE, UNLESS A SPECIFIC COLOR IS REQUIRED BY LANCASTER COUNTY CODE. TWO (2) COATS OF VOC COMPLIANT, SC DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT SHALL BE APPLIED. USE MANUFACTURER'S RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON OR AS REQUIRED. PROVIDING MINIMUM 15 MILS WET FILM THICKNESS AND 7 MILS DRY FILM THICKNESS PER COAT WITH A MINIMUM OF 30 DAYS BETWEEN APPLICATIONS. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A MINIMUM TOTAL DRY FILM THICKNESS OF 15 MILS.
15. CONTRACTOR SHALL REFER TO THE UTILITY AND STORM DRAINAGE PLANS (INCLUDED IN THIS PLAN SET), IRRIGATION PLANS (DESIGN-BUILD BY CONTRACTOR), PLUMBING PLANS AND ALL UTILITY SERVICE PLANS (BY OTHERS) FOR ALL PROPOSED UTILITY PIPES AND CONDUIT TO BE INSTALLED UNDER PROPOSED PAVEMENT PRIOR TO COMMENCEMENT OF PAVEMENT SUBGRADE PREPARATION.
16. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY ANY GOVERNING AUTHORITIES AND THE GEOTECHNICAL ENGINEER, A TESTING LABORATORY APPROVED BY THE GEOTECHNICAL ENGINEER TO MAKE ALL TESTS REQUIRED TO ENSURE COMPLIANCE WITH THE FINAL GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE SUBSEQUENT TESTING TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION. PAVEMENT FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.

ACCESSIBILITY NOTES:

1. CONTRACTOR SHALL CLOSELY ADHERE TO ALL REQUIREMENTS OF THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL ACCESSIBILITY REQUIREMENTS PER LANCASTER COUNTY AND SOUTH CAROLINA CODE. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE REQUIRED ACCESSIBILITY STANDARDS, INCLUDING, BUT NOT LIMITED TO, MAXIMUM CROSS SLOPES AND RUNNING SLOPES ON PAVED SURFACES, MINIMUM VERTICAL AND HORIZONTAL CLEARANCES ON ACCESSIBLE PATHS, AND MAXIMUM SLOPES ON CURB RAMPS, SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN PRIOR TO CONSTRUCTION.
2. ALL CONCRETE PAVEMENT ON CURB RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO SLOPE.

PLANTING NOTES:

1. ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
2. ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
3. CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER LOCAL CITY LANDSCAPE ORDINANCE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE.
5. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE.
6. SIZES LISTED ARE MINIMUM AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
7. LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
8. SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES. PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
11. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
12. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
14. FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
15. TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
16. LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP, FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING.
18. ALL NEW PLANTING AREAS SHALL BE BACKFILLED WITH PLANTING SOIL THAT IS A MIXTURE OF 40-50% IMPORTED UNSCREENED TOPSOIL, 40-45% COARSE SAND, AND 10% COMPOST. FINAL TESTED ORGANIC MATTER SHALL BE BETWEEN 2.75 AND 4% (BY DRY WEIGHT). BACKFILL SHALL BE TO A DEPTH OF 18" FOR SHRUB AND GROUNDCOVER ZONES AND 36" FOR TREE PITS.
19. AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
20. IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.

PLANTERS/POTS/SEASONAL PLANTING NOTES:

1. SOIL SHOULD BE NUTRIENT-RICH, MOISTURE CONTAINING PLANTING MEDIUM AND BE A MINIMUM 18" DEPTH FOR SEASONALS, PERENNIALS AND SMALL SHRUBS; MINIMUM 36" DEPTH FOR ALL TREES.
2. A LAYER OF RIVER ROCK SHALL BE PLACED IN THE BASE OF EACH PLANTER POT TO A MINIMUM 6" DEPTH OR AS ALLOWABLE BY REQUIRED SOIL DEPTH. PLACE FILTER FABRIC BETWEEN SOIL MEDIUM AND RIVER ROCK AND SOIL MEDIUM AND PLANTER EDGES. OVERLAP FABRIC 6" MINIMUM TO MINIMIZE SOIL WASH.
3. PLANTERS POTS WHICH DO NOT RECEIVE IRRIGATION SHALL BE HAND-WATERED. HAND WATERING SHOULD OCCUR MINIMUM 2 TIMES PER WEEK DURING COOLER AND RAINY SEASONS AND INCREASED TO EVERY 2-3 DAYS DURING HOT/DRY WEATHER. ALWAYS CHECK SOIL 6" BELOW SURFACE FOR SATURATION PRIOR TO WATERING TO PREVENT OVERWATERING/DROWNING OF PLANT MATERIAL.
4. WHEN APPLICABLE, PLANTS TO REMAIN IN CONTAINERS FOR DURATION OF SEASON ARE SHOWN IN THE "PERMANENT" LAYOUT. EACH SEASON WILL HAVE ITS OWN PLANT MATERIAL, SOME OF WHICH MAY LAST ALL YEAR. ROTATE IN THE PLANTS NOTED FOR EACH SEASON.
5. IF PLANT MATERIAL DIES DURING A SEASON AND IS EXPECTED TO REMAIN FOR AN ADDITIONAL SEASON, CONTRACTOR IS TO REPLACE AT TIME OF NEXT SEASONAL ROTATION.
6. CONTACT LANDDESIGN FOR ANY REQUIRED SUBSTITUTIONS.
7. ALL PLANTS SHOULD BE FULL AT TIME OF INSTALLATION AND COVER 75% OF POT SURFACE AREA.
8. AVOID PLANTING IN THE ROOT ZONE OF ANY PERMANENT TREES, SHRUBS, OR PERENNIALS.
9. SEASONAL PLANTS SHOULD BE REMOVED FOLLOWING THE FIRST MAJOR FROST DIEBACK AND REPLACED WITH EVERGREEN BOUGHS OR OTHER OWNER APPROVED WINTER DECOR. TREES, SHRUBS AND PERENNIALS SHOULD REMAIN IN THE CONTAINERS YEAR ROUND AND REPLACED ONLY AS NECESSARY.

IRRIGATION NOTES:

1. A FULLY AUTOMATED IRRIGATION SYSTEM PROVIDING 100% COVERAGE SHALL BE PROVIDED FOR ALL PLANTING AREAS, UNLESS NOTED OTHERWISE. SYSTEM SHALL BE IN OPERATION PRIOR TO INSTALLATION OF ANY PLANT MATERIAL OTHER THAN CANOPY TREES.
2. ALL PLANTING BEDS/ SHRUB AND GROUNDCOVER AREAS TO BE IRRIGATED WITH EITHER 12" SPRAY POP-UPS AND/OR A LANDSCAPE DRIP-LINE SYSTEM, UNLESS NOTED OTHERWISE.
3. ALL PLANTER POTS AND RAISED PLANTERS TO BE IRRIGATED WITH MICRO SPRAY SPRINKLER HEADS.
4. IRRIGATION SYSTEM IS DESIGN/BUILD. CONTRACTOR TO PROVIDE DRAWINGS AND CUT SHEETS OF ALL COMPONENTS.
5. PROVIDE AS-BUILT DRAWINGS OF IRRIGATION AFTER INSTALLATION.

GENERAL NOTES:

1. SURVEY DATA OF THE PROJECT TOPOGRAPHY AND SURFACE FEATURES WAS OBTAINED FROM LDSI INC.
2. ARCHITECTURAL INFORMATION SHOWN ON THESE PLANS WAS PROVIDED BY CBA ARCHITECTS.
3. WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
4. DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS IN THE FIELD, INCLUDING, BUT NOT LIMITED TO: ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS; ALL ABOVE GROUND UTILITIES AND STRUCTURES; EXISTING TOPOGRAPHY, SUBSURFACE CONDITIONS, VEGETATION, EASEMENTS AND PROPERTY BOUNDARIES. IF ANY EXISTING CONDITIONS DIFFER FROM THOSE SHOW ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER IMMEDIATELY.
7. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
8. ALL PROPOSED FINISHED GRADES TIE INTO THE EXISTING GRADES AS SHOWN IN THE TOPOGRAPHIC SURVEY PROVIDED BY LDSI INC. ANY DISCREPANCIES BETWEEN EXISTING GRADES PRESENTED IN THE TOPOGRAPHIC SURVEY AND EXISTING GRADES AT THE TIME OF CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN IMMEDIATELY.
9. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD AND VERIFIED WITH THE CONSTRUCTION DOCUMENTS. IF DISCREPANCIES ARISE, CONTRACTOR SHALL NOTIFY LANDDESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES OF ALL MATERIALS, PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.
12. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF THE WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
14. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
15. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
16. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
17. CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
19. ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

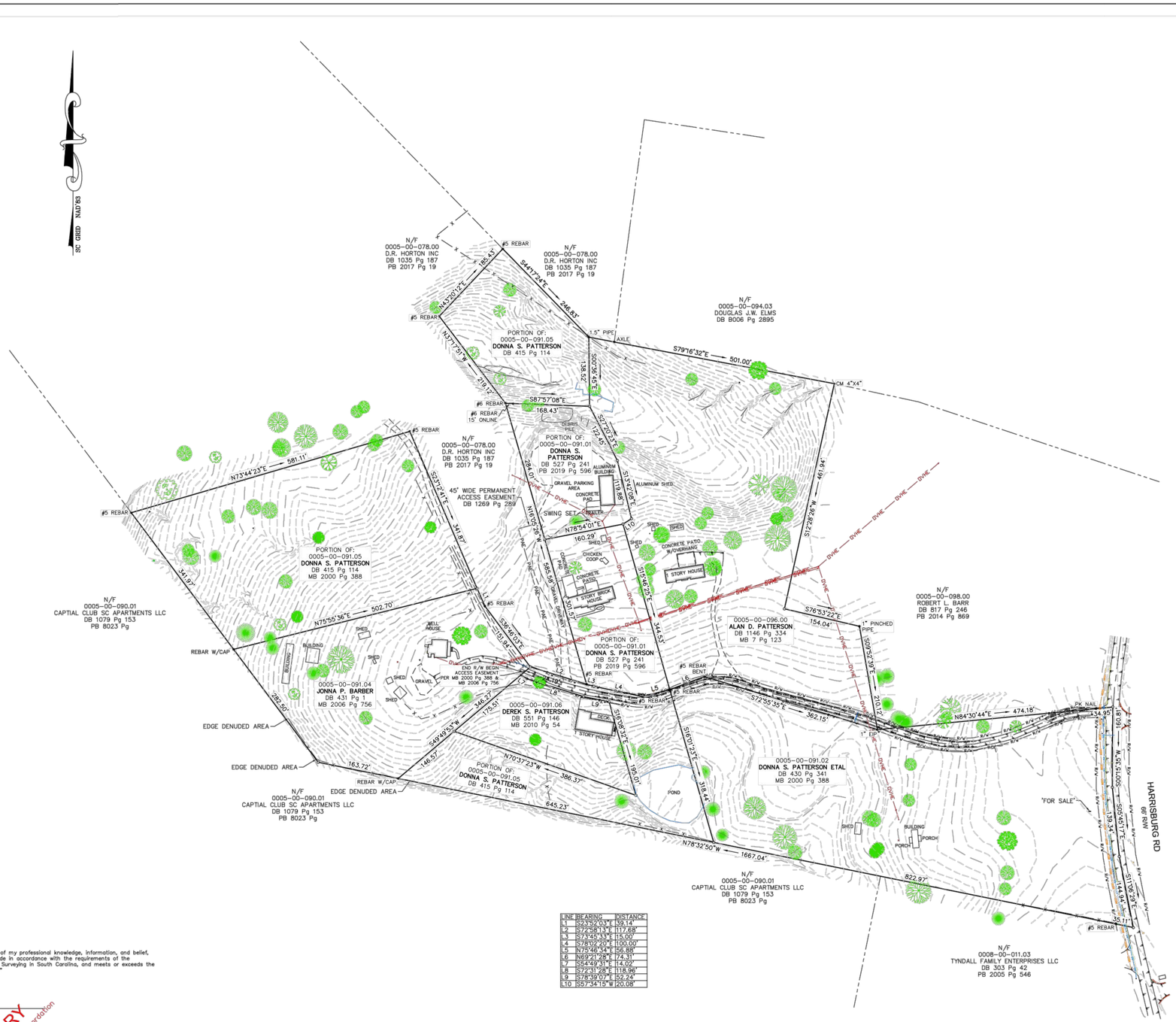
LAYOUT NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES IN THE FIELD PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTOR'S GUIDANCE ONLY. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON DESIGN INFORMATION PROVIDED TO LANDDESIGN, AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IF UTILITIES ARE TO REMAIN IN PLACE, CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION. REPAIRS SHALL BE EQUAL TO OR BETTER THAN CONDITION PRIOR TO CONSTRUCTION.
3. ALL ONSITE PAVING DIMENSIONS ARE TO THE FACE OF CURB, WHERE APPLICABLE, UNLESS NOTED OTHERWISE.
4. ALL CURB RADII AND SIDEWALK RETURNS ARE 2', UNLESS NOTED OTHERWISE IN THESE PLANS.
5. THE CONTRACTOR SHALL REFER TO THE MOST RECENT AMENDMENT TO THE ARCHITECTURAL PLANS, BY CBA, TO VERIFY THE EXACT BUILDING DIMENSIONS PRIOR TO CONSTRUCTION.
6. LAY PAVERS IN PATTERN(S) SHOWN ON DRAWINGS. PLACE UNITS HAND TIGHT WITHOUT USING HAMMERS. MAKE HORIZONTAL ADJUSTMENTS TO PLACEMENT OF LAID PAVERS WITH RUBBER HAMMERS AS REQUIRED.
7. PROVIDE JOINTS BETWEEN PAVERS BETWEEN 1/16 IN. AND 3/16 IN. (2 AND 5 MM) WIDE. NO MORE THAN 5% OF THE JOINTS SHALL EXCEED 1/4" WIDE TO ACHIEVE STRAIGHT BOND LINES.
8. JOINT (BOND) LINES SHALL NOT DEVIATE MORE THAN ±1/2 IN. (±15 MM) OVER 50 FT. (15 M) FROM STRING LINES.
9. FILL GAPS AT THE EDGES OF THE PAVED AREA WITH CUT PAVERS OR EDGE UNITS.
10. CUT PAVERS TO BE PLACED ALONG THE EDGE WITH A MASONRY SAW.
11. ADJUST BOND PATTERN AT PAVEMENT EDGES SUCH THAT CUTTING OF EDGE PAVERS IS MINIMIZED.
12. CUT PAVERS SHALL BE GREATER THAN 1/3 FULL PAVER SIZE WHERE POSSIBLE.
13. PAVER DIMENSIONS ARE NOMINAL. PRIOR TO POURING SLABS, BANDING, OR OTHERWISE SETTING PAVER FIELDS, VERIFY ACTUAL PAVER SIZES AND LAYOUT OF THE PAVER FIELDS. MAKE MINOR ADJUSTMENTS TO EDGE CONSTRAINTS AS REQUIRED TO ACCOMMODATE ACTUAL PAVER SIZES. NOTIFY LANDDESIGN IMMEDIATELY OF DISCREPANCIES AND/OR ADJUSTMENTS.

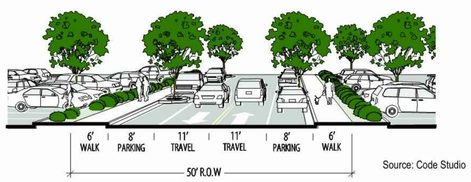
GRADING NOTES:

1. CONTRACTOR SHALL STAKE SITE PER SPOT ELEVATIONS AND NOTED SLOPES ON THE GRADING PLANS INCLUDED IN THIS PLAN SET.
2. WRITTEN DIMENSIONS AND GRADES SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
5. ALL SPOT ELEVATIONS SHOWS ON GRADING PLAN ARE TO BOTTOM OF CURB/ TOP OF PAVEMENT UNLESS OTHERWISE NOTED. RIM ELEVATIONS SHOWN ON THE STORM DRAINAGE PLANS ARE TO CENTER OF RIM.
6. CONTRACTOR SHALL REFER TO GEOTECHNICAL ENGINEER AND FINAL GEOTECHNICAL REPORT FOR ALL GRADING SPECIFICATIONS, RECOMMENDATIONS AND INFORMATION ON SUBSURFACE MATERIALS, TOPSOIL, STRUCTURAL MATERIAL, DEEP FILLS, EXCAVATION, AND FOUNDATIONS. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL REPORT. ANY DEVIATIONS FROM THE RECOMMENDATIONS PRESENTED IN THE GEOTECHNICAL REPORT SHALL REQUIRE APPROVAL FROM THE GEOTECHNICAL ENGINEER.
7. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
8. ALL PLANTING ISLANDS SHALL BE GRADED TO MOUND TO PROVIDE POSITIVE DRAINAGE.
9. REFER TO LANDSCAPE PLAN FOR ALL TREE PROTECTION FENCE LOCATIONS AND INSTALLATION PROCEDURES. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY ALLOWED IN THE TREE PROTECTION ZONE.
10. GRADING CONTRACTORS SHALL NOTIFY AND COOPERATE WITH ALL UTILITY COMPANIES OR FIRMS HAVING FACILITIES ON OR ADJACENT TO THE SITE BEFORE DISTURBING, ALTERING, REMOVING, RELOCATING, ADJUSTING OR CONNECTING TO SAID FACILITIES. CONTRACTORS SHALL PAY ALL COSTS IN CONNECTION WITH THE ALTERATION OF OR RELOCATION OF THE FACILITIES. CONTRACTORS SHALL RAISE OR LOWER TOPS OF EXISTING MANHOLES AS REQUIRED TO MATCH FINISHED GRADES.
11. GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO ENSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.

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223 NORTH GRAHAM STREET
CHARLOTTE, NC 28

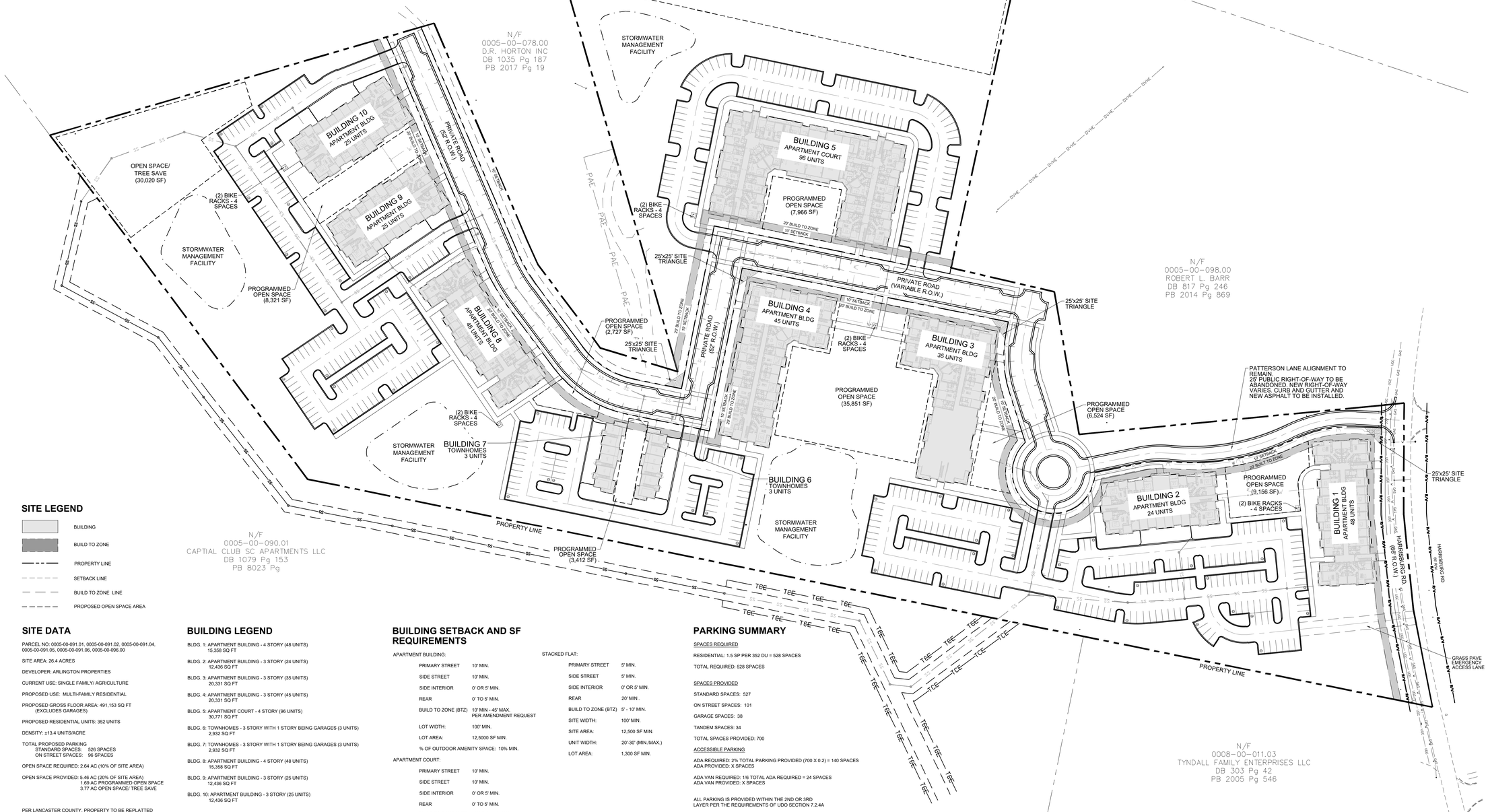

SC GRID NAD'83
N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19
#5 REBAR
S44°17'24"E — 248.83'
N43°20'12"E
185.43'
N31°17'51"W
419.17'
PORTION OF:
0005-00-091.05
DONNA S. PATTERSON
DB 415 Pg 114
1.5" PIPE
AXLE
S79°16'32"E — 501.00'
CM 4"X4"
N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895
S00°36'45"E
138.52'
S87°57'08"E
168.43'
#6 REBAR
#6 REBAR
15' ONLINE
CRIMP WIRE FIRE
S27°01'23"E
120.45'
PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596
ALUMINUM BUILDING
ALUMINUM SHED
GRAVEL PARKING AREA
CONCRETE PAD
TRAILER
SWING SET
S1°14'07"E
118.88'
S12°28'26"W — 461.94'
N73°44'23"E — 581.11'
45' WIDE PERMANENT ACCESS EASEMENT
DB 1269 Pg 289
S23°31'21"E — 341.97'
N15°15'26"W
284.01'
N78°54'01"E
160.29'
SHED
SHED
SHED
CONCRETE PATIO W/OVERHANG
CHICKEN COOP
CONCRETE PADS
1 STORY BRICK HOUSE
1 STORY HOUSE
S15°46'25"E
301.57'
S76°53'22"E
154.04'
1" PINCHED PIPE
S05°52'39"E
210.10'
PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596
0005-00-096.00
ALAN D. PATTERSON
DB 1146 Pg 334
MB 7 Pg 123
N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869
#5 REBAR
#5 REBAR
#5 REBAR

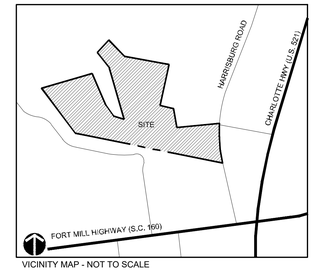
G. Two-Lane with On-Street Parking and Sidewalks



Source: Code Studio

BASIS OF DESIGN FOR PROPOSED PRIVATE STREET. RIGHT-OF-WAY IS 52' IN MOST INSTANCES BUT VARIES IN OTHERS. REFER TO PLAN





VICINITY MAP - NOT TO SCALE

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PROPOSED OPEN SPACE AREA

SITE DATA

PARCEL NO: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

SITE AREA: 26.4 ACRES

DEVELOPER: ARLINGTON PROPERTIES

CURRENT USE: SINGLE FAMILY/ AGRICULTURE

PROPOSED USE: MULTI-FAMILY RESIDENTIAL

PROPOSED GROSS FLOOR AREA: 491,153 SQ FT
(EXCLUDES GARAGES)

PROPOSED RESIDENTIAL UNITS: 352 UNITS

DENSITY: ±13.4 UNITS/ACRE

TOTAL PROPOSED PARKING
STANDARD SPACES: 526 SPACES
ON STREET SPACES: 96 SPACES

OPEN SPACE REQUIRED: 2.64 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: 5.46 AC (20% OF SITE AREA)
1.69 AC PROGRAMMED OPEN SPACE
3.77 AC OPEN SPACE/ TREE SAVE

PER LANCASTER COUNTY, PROPERTY TO BE REPLATTED FOLLOWING PLAN APPROVAL

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY (48 UNITS)
15,358 SQ FT

BLDG. 2: APARTMENT BUILDING - 3 STORY (24 UNITS)
12,436 SQ FT

BLDG. 3: APARTMENT BUILDING - 3 STORY (35 UNITS)
20,331 SQ FT

BLDG. 4: APARTMENT BUILDING - 3 STORY (45 UNITS)
20,331 SQ FT

BLDG. 5: APARTMENT COURT - 4 STORY (96 UNITS)
30,771 SQ FT

BLDG. 6: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
2,932 SQ FT

BLDG. 7: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
2,932 SQ FT

BLDG. 8: APARTMENT BUILDING - 4 STORY (48 UNITS)
15,358 SQ FT

BLDG. 9: APARTMENT BUILDING - 3 STORY (25 UNITS)
12,436 SQ FT

BLDG. 10: APARTMENT BUILDING - 3 STORY (25 UNITS)
12,436 SQ FT

BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	100' MIN.
LOT AREA:	12,5000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.

APARTMENT COURT:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	150' MIN.
LOT AREA:	30,000 SF MIN.
COURTYARD DIMENSIONS AREA:	2,000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.
WIDTH:	45' MIN.

STACKED FLAT:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	20' MIN..
BUILD TO ZONE (BTZ)	5' - 10' MIN.
SITE WIDTH:	100' MIN.
SITE AREA:	12,500 SF MIN.
UNIT WIDTH:	20'-30' (MIN./MAX.)
LOT AREA:	1,300 SF MIN.

PARKING SUMMARY

SPACES REQUIRED

RESIDENTIAL: 1.5 SP PER 352 DU = 528 SPACES

TOTAL REQUIRED: 528 SPACES

SPACES PROVIDED

STANDARD SPACES: 527

ON STREET SPACES: 101

GARAGE SPACES: 38

TANDEM SPACES: 34

TOTAL SPACES PROVIDED: 700

ACCESSIBLE PARKING

ADA REQUIRED: 2% TOTAL PARKING PROVIDED (700 X 0.2) = 140 SPACES
ADA PROVIDED: X SPACES

ADA VAN REQUIRED: 1/6 TOTAL ADA REQUIRED = 24 SPACES
ADA VAN PROVIDED: X SPACES

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

BIKE PARKING

SPACES REQUIRED

SHORT TERM REQUIRED: 1/20 UNITS = 18
LONG TERM REQUIRED: 1/5 UNITS = 71

SPACES PROVIDED

SHORT TERM PROVIDED: 18
LONG TERM PROVIDED: 72

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

KEY MAP

SEAL

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

XXXXX XXXXXXXX	####	3/23/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

NORTH

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

G3-00

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROGRAMMED GREEN SPACE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PRIMARY BUILDING FRONTAGE
- SECONDARY BUILDING FRONTAGE

SITE DATA

PARCEL NO: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

SITE AREA: 26.4 ACRES

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(EXCLUDES GARAGES)

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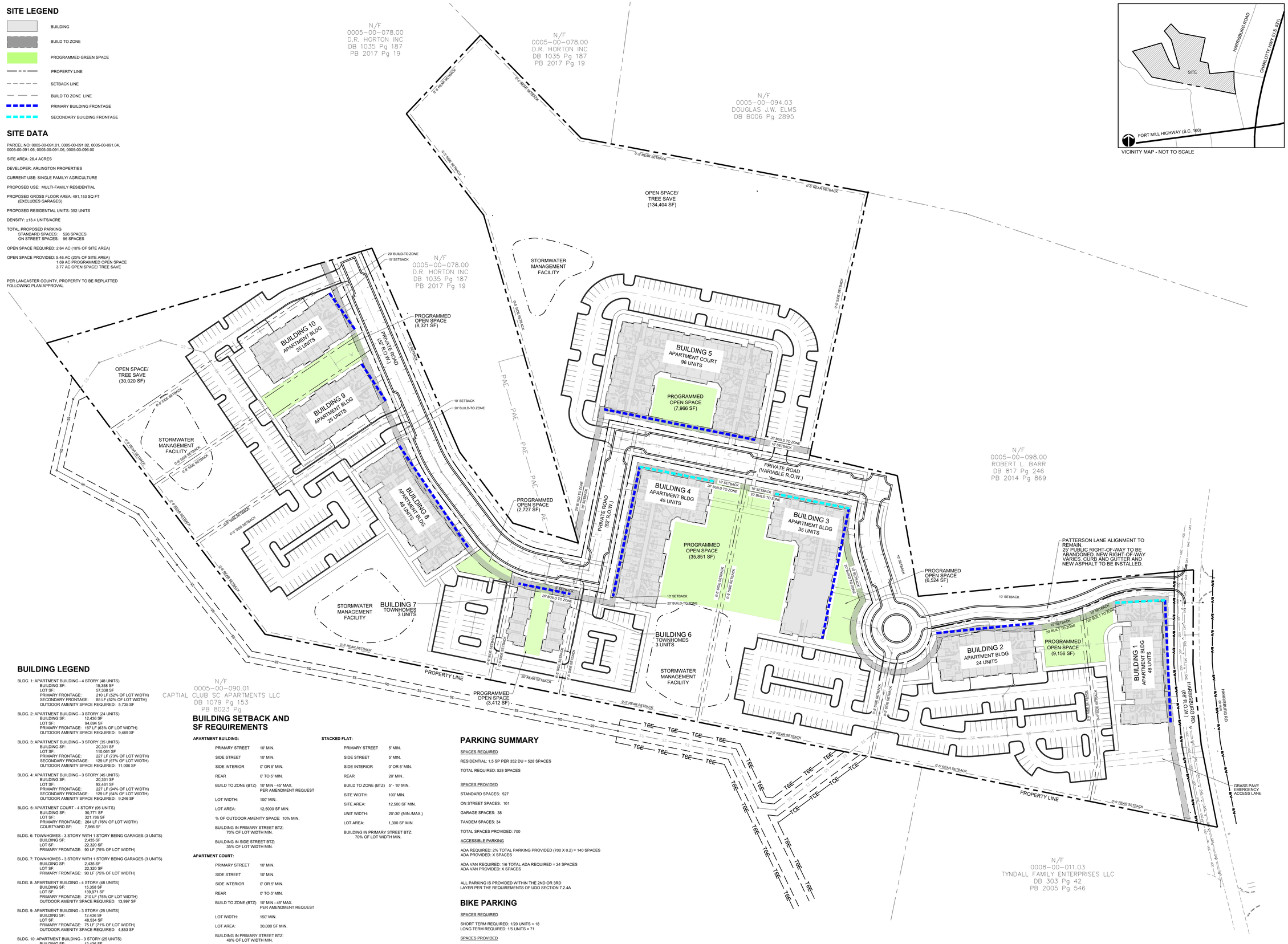
DENSITY: ±13.4 UNITS/ACRE

TOTAL PROPOSED PARKING
STANDARD SPACES: 526 SPACES
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OPEN SPACE REQUIRED: 2.64 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: 5.46 AC (20% OF SITE AREA)
1.69 AC PROGRAMMED OPEN SPACE
3.77 AC OPEN SPACE/ TREE SAVE

PER LANCASTER COUNTY, PROPERTY TO BE REPLATTED FOLLOWING PLAN APPROVAL



VICINITY MAP - NOT TO SCALE

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY (48 UNITS)
BUILDING SF: 15,358 SF
LOT SF: 57,338 SF
PRIMARY FRONTAGE: 210 LF (92% OF LOT WIDTH)
SECONDARY FRONTAGE: 85 LF (52% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 5,735 SF

BLDG. 2: APARTMENT BUILDING - 3 STORY (24 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 94,894 SF
PRIMARY FRONTAGE: 167 LF (63% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 9,469 SF

BLDG. 3: APARTMENT BUILDING - 3 STORY (35 UNITS)
BUILDING SF: 20,331 SF
LOT SF: 110,061 SF
PRIMARY FRONTAGE: 227 LF (73% OF LOT WIDTH)
SECONDARY FRONTAGE: 129 LF (67% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 11,006 SF

BLDG. 4: APARTMENT BUILDING - 3 STORY (45 UNITS)
BUILDING SF: 20,331 SF
LOT SF: 92,461 SF
PRIMARY FRONTAGE: 227 LF (94% OF LOT WIDTH)
SECONDARY FRONTAGE: 129 LF (64% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 9,246 SF

BLDG. 5: APARTMENT COURT - 4 STORY (96 UNITS)
BUILDING SF: 30,771 SF
LOT SF: 321,786 SF
PRIMARY FRONTAGE: 264 LF (76% OF LOT WIDTH)
COURTYARD SF: 7,966 SF

BLDG. 6: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
BUILDING SF: 2,435 SF
LOT SF: 22,320 SF
PRIMARY FRONTAGE: 90 LF (75% OF LOT WIDTH)

BLDG. 7: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
BUILDING SF: 2,435 SF
LOT SF: 22,320 SF
PRIMARY FRONTAGE: 90 LF (75% OF LOT WIDTH)

BLDG. 8: APARTMENT BUILDING - 4 STORY (48 UNITS)
BUILDING SF: 15,358 SF
LOT SF: 139,971 SF
PRIMARY FRONTAGE: 210 LF (75% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 13,997 SF

BLDG. 9: APARTMENT BUILDING - 3 STORY (25 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 48,534 SF
PRIMARY FRONTAGE: 75 LF (71% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 4,853 SF

BLDG. 10: APARTMENT BUILDING - 3 STORY (25 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 51,760 SF
PRIMARY FRONTAGE: 75 LF (71% OF LOT WITDH)
OUTDOOR AMENITY SPACE REQUIRED: 5,176 SF

BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	100' MIN.
LOT AREA:	12,5000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.
BUILDING IN PRIMARY STREET BTZ:	70% OF LOT WIDTH MIN.
BUILDING IN SIDE STREET BTZ:	35% OF LOT WIDTH MIN.

APARTMENT COURT:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	150' MIN.
LOT AREA:	30,000 SF MIN.
BUILDING IN PRIMARY STREET BTZ:	40% OF LOT WIDTH MIN.
BUILDING IN SIDE STREET BTZ:	40% OF LOT WIDTH MIN.

COURTYARD DIMENSIONS
AREA: 2,000 SF MIN.
% OF OUTDOOR AMENITY SPACE: 10% MIN.
WIDTH: 45' MIN

STACKED FLAT:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	20' MIN..
BUILD TO ZONE (BTZ)	5' - 10' MIN.
SITE WIDTH:	100' MIN.
SITE AREA:	12,500 SF MIN.
UNIT WIDTH:	20'-30' (MIN./MAX.)
LOT AREA:	1,300 SF MIN.
BUILDING IN PRIMARY STREET BTZ:	70% OF LOT WIDTH MIN.

PARKING SUMMARY

SPACES REQUIRED

RESIDENTIAL: 1.5 SP PER 352 DU = 528 SPACES

TOTAL REQUIRED: 528 SPACES

SPACES PROVIDED

STANDARD SPACES: 527

ON STREET SPACES: 101

GARAGE SPACES: 38

TANDEM SPACES: 34

TOTAL SPACES PROVIDED: 700

ACCESSIBLE PARKING

ADA REQUIRED: 2% TOTAL PARKING PROVIDED (700 X 0.2) = 140 SPACES
ADA PROVIDED: X SPACES

ADA VAN REQUIRED: 1/6 TOTAL ADA REQUIRED = 24 SPACES
ADA VAN PROVIDED: X SPACES

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

BIKE PARKING

SPACES REQUIRED

SHORT TERM REQUIRED: 1/20 UNITS = 18
LONG TERM REQUIRED: 1/5 UNITS = 71

SPACES PROVIDED

SHORT TERM PROVIDED: 18
LONG TERM PROVIDED: 72

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KEY MAP

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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021
	*****	

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX

SCALE
VERT: N/A
HORZ: 1" = 60'
0 30 60 120

NORTH

SHEET TITLE
ZONING COMPLIANCE PLAN

SHEET NUMBER
G4-00

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0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
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D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

EXISTING PARCEL
BOUNDARIES TO
BE COMBINED

N43° 26' 13.04"E
165.429

S44° 17' 24.06"E
246.532

S79° 16' 32.41"E
501.005

N31° 11' 20.07"W
249.102

N73° 44' 29.10"E
551.106

S23° 17' 18.84"E
341.898

S23° 15' 39.22"E
309.286

N23° 15' 39.22"W
384.619

S23° 52' 03.64"E
39.140

S38° 40' 03.03"E
151.936

S38° 40' 03.03"E
171.882

L=52.866, R=224.000

L=89.077, R=276.000

N36° 16' 23.35"W

L=129.336, R=176.000

S72° 38' 13.19"E
117.677

S78° 32' 49.97"E
70.261

122.261
N78° 32' 49.97"W

N11° 27' 10.03"E
241.257

PROPOSED
PRIVATE STREET
RIGHT-OF-WAY

S11° 27' 10.03"W
241.257

S78° 32' 49.97"E
349.162

N78° 32' 49.97"W
394.284

PROPOSED
PRIVATE STREET
RIGHT-OF-WAY

S76° 53' 22.41"E
154.642

N11° 27' 10.03"E
15.166

L=23.569, R=176.000

N17° 27' 10.03"W
75.081

316.812
S11° 27' 10.03"E

N/F
0005-00-098.00
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N84° 30' 43.79"E
439.227

N84° 30' 45.55"E
34.953

L=97.928, R=187.500

37.077
N87° 27' 45.00"W

168.810
S00° 15' 34.92"W

S78° 27' 21.24"W
68.953

L=41.190, R=137.500

L=185.426, R=337.500

L=236.810, R=60.000

139.340
S05° 45' 17.05"E

72.375
S11° 06' 29.08"E

72.561
S11° 06' 29.08"E

EXISTING PARCEL
BOUNDARIES TO
BE COMBINED

624.671
N36° 16' 23.35"W

1631.922
N78° 32' 49.97"W

1631.922
N78° 32' 49.97"W

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

NORTH

SHEET TITLE

PRELIMINARY PLAT PLAN

SHEET NUMBER

G5-00

WATER SYSTEM NOTE:

A HYDRAULIC WATER MODEL WILL BE PREPARED DURING THE DESIGN STAGE TO DETERMINE IF THE EXISTING WATER LINE IN HARRISBURG ROAD IS SUFFICIENT TO SERVE THE DEVELOPMENT SITE. SHOULD THE ANALYSIS DETERMINE INADEQUATE HYDRAULICS, DEVELOPER WILL DETERMINE WATER LINE SIZE UPSIZING NEEDS FOR THE DEVELOPMENT AND WILL WORK WITH LCWSD ON ANY NEEDS BEYOND DEVELOPMENT NEEDS VIA A COST REIMBURSEMENT.

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1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORZ: 1"=60'

0 30 60 120

NORTH

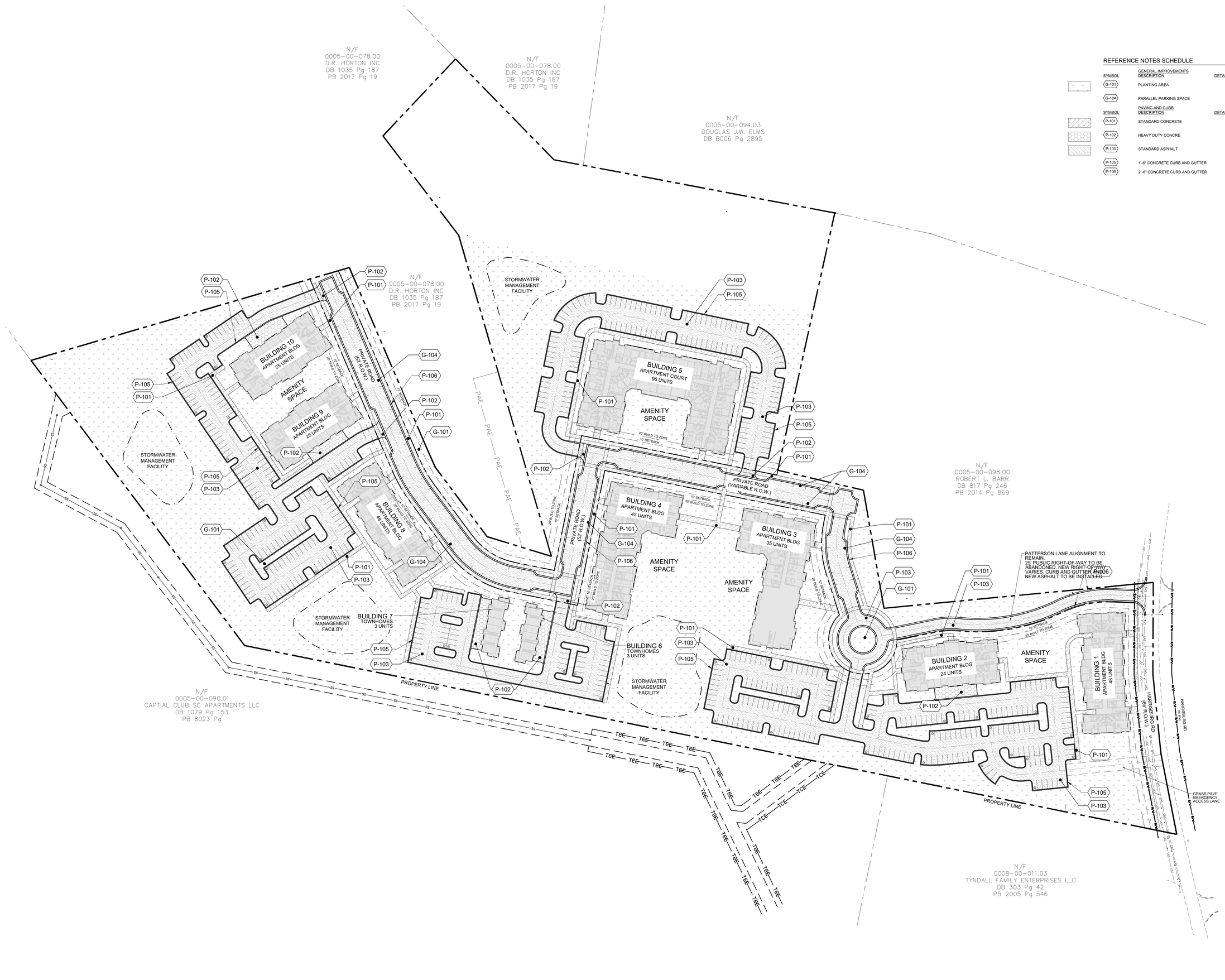
SHEET TITLE

OVERALL UTILITIES PLAN

SHEET NUMBER

C1-00

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REFERENCE NOTES SCHEDULE

SYMBOL	GENERAL IMPROVEMENTS DESCRIPTION	DETAIL
G-101	PLANTING AREA	
G-104	PARALLEL PARKING SPACE	

SYMBOL	PAVING AND CURB DESCRIPTION	DETAIL
P-101	STANDARD CONCRETE	
P-102	HEAVY DUTY CONCRE	
P-103	STANDARD ASPHALT	
P-105	1'-6" CONCRETE CURB AND GUTTER	
P-106	2'-6" CONCRETE CURB AND GUTTER	

KEY MAP

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SCALE

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HORZ: 1" = 60'
0 30 60 120

NORTH

SHEET TITLE

MATERIALS PLAN

SHEET NUMBER

C2-00

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STORMWATER MANAGEMENT FACILITY

BUILDING 10
APARTMENT BLDG
25 UNITS

BUILDING 9
APARTMENT BLDG
25 UNITS

BUILDING 8
APARTMENT BLDG
48 UNITS

AMENITY SPACE

PRIVATE ROAD (52' R.O.W.)

PRIVATE ROAD (VARIABLE R.O.W.)

BUILDING 5
APARTMENT COURT
96 UNITS

BUILDING 4
APARTMENT BLDG
45 UNITS

BUILDING 3
APARTMENT BLDG
35 UNITS

BUILDING 7
TOWNHOMES
3 UNITS

BUILDING 6
TOWNHOMES
3 UNITS

STORMWATER MANAGEMENT FACILITY

STORMWATER MANAGEMENT FACILITY

PAE — PAE — PAE — PAE

PATTERSON LANE ALIGNMENT TO REMAIN. 25' PUBLIC RIGHT-OF-WAY TO BE ABANDONED. NEW RIGHT-OF-WAY VARIES. CURB AND GUTTER AND NEW ASPHALT TO BE INSTALLED.

BUILDING 2
APARTMENT BLDG
24 UNITS

BUILDING 1
APARTMENT BLDG
48 UNITS

HARRISBURG RD.
(66' R.O.W.)

GRASS PAVE EMERGENCY ACCESS LANE

PROPERTY LINE

PROPERTY LINE

N/F
0005-00-090.01
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PB 8023 Pg

N/F
0005-00-098.00
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NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021
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SCALE

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

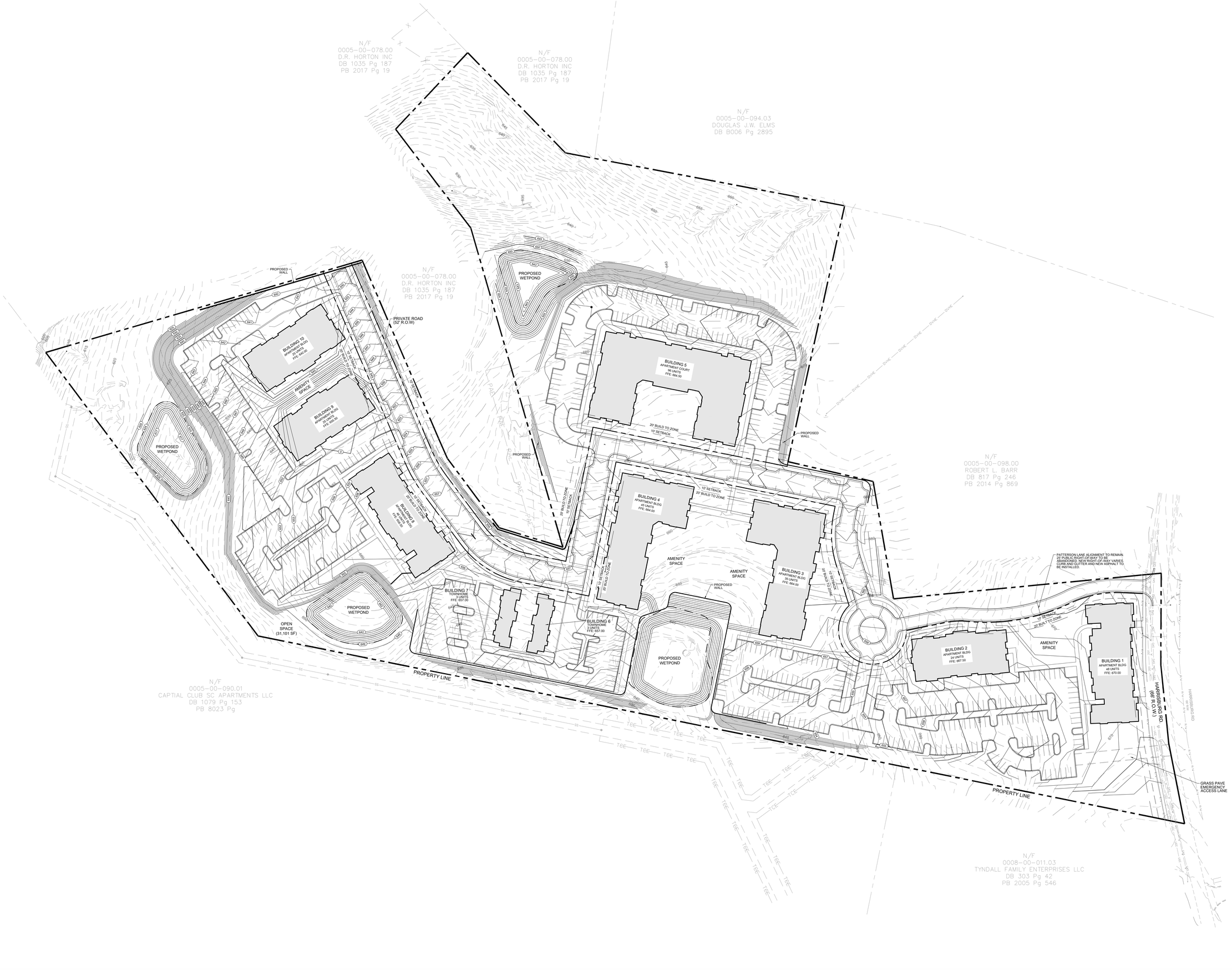
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SHEET TITLE

LAYOUT PLAN

SHEET NUMBER

C3-00



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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

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1	MASTER DEV. PLAN RESUB.	03/23/2021

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SCALE

VERT: N/A
HORZ: 1" = 60'
0 30 60 120

NORTH

SHEET TITLE

GRADING PLAN

SHEET NUMBER

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UDO SECTION 4.3.2.J.6.A.IV PARKING ISLANDS:
LANDSCAPE ISLANDS WITHIN THE PARKING AREA SHALL BE A MINIMUM OF 200 SF IN AREA AND AT LEAST 10' IN WIDTH.

UDO 4.3.2.L TREE PRESERVATION:
ALL 24" DBH AND GREATER TREES ON SITE THAT WILL BE REMOVED DUE TO BUILDING CONSTRAINTS WILL BE REPLACED WITH A SIMILAR TREE OF 2.5" CAL. OR GREATER. TREE SURVEY AND MITIGATION PLAN WILL BE PROVIDED.

UDO SECTION 4.3.2.L.2 SETBACKS AND BUFFER YARDS:
NO SETBACKS OR BUFFER YARDS ARE REQUIRED.

UDO SECTION 7.1.3.A STREET TREES
- STREET TREES ARE PROVIDED ALONG PRIVATE ROAD AT 50' ON CENTER. TREES ARE WITHIN A PLANTING STRIP GREATER THAN 5' IN WIDTH, EXCEPT WHERE PRIVATE ROAD APPROACHES NORTHERN PROPERTY LINE NEAR INTERSECTION WITH HARRISBURG ROAD - ROAD ALIGNMENT HERE IS BASED ON EXISTING ALIGNMENT OF PATTERSON LANE.
- STREET TREES ARE PROVIDED ALONG HARRISBURG ROAD AT 50' ON CENTER. TREES ARE PLACED AT BACK OF SIDEWALK TO AVOID MULTIPLE UTILITY CONFLICT BETWEEN SIDEWALK AND ROAD.

UDO SECTION 7.1.4.C.4 PARKING LOT PERIMETER
PARKING LOT PERIMETER SCREENS TO BE A MINIMUM OF 10 FEET.

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0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

BUILDING 10 APARTMENT BUILDING TYPE
BUILDING 9 APARTMENT BUILDING TYPE
BUILDING 8 APARTMENT BUILDING TYPE
BUILDING 7 TOWNHOME BUILDING TYPE
BUILDING 6 TOWNHOME BUILDING TYPE
BUILDING 5 APARTMENT COURT BUILDING TYPE
BUILDING 4 APARTMENT BUILDING TYPE
BUILDING 3 APARTMENT BUILDING TYPE
BUILDING 2 APARTMENT BUILDING TYPE
BUILDING 1 APARTMENT BUILDING TYPE

PRIVATE ROAD:
ONE SHADE TREE PER 50'
2210' OF ROAD LENGTH

45 TREES REQUIRED (BOTH SIDES OF STREET), 90 TOTAL

90 TREES PROVIDED

PRIVATE DRIVE:
ONE SHADE TREE PER 40'
2 TREES REQUIRED
2 TREES PROVIDED

50' RADIUS
ALL PARKING SPACES SHOULD BE WITHIN 50' OF A TREE

RIGHT-OF-WAY

PRIVATE DRIVE:
ONE SHADE TREE PER 40'
3 TREES REQUIRED
3 TREES PROVIDED

EXISTING TREE TO REMAIN, TYP.

TREE SAVE AREA

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS SEATING, GRILLS, GARDEN PATHS

PARKING PERIMETER AREA PLANTING (960 LF):
CONTINUOUS EVERGREEN HEDGE (5' O.C AND 36" HT.)
AND ONE SHADE TREE PER 40'
26 TREES REQUIRED
26 TREES PROVIDED
194 SHRUBS REQUIRED
200 SHRUBS PROVIDED

PARKING PERIMETER AREA PLANTING (216 LF):
CONTINUOUS EVERGREEN HEDGE (5' O.C AND 36" HT.)
AND ONE SHADE TREE PER 40'
6 TREES REQUIRED
6 TREES PROVIDED
46 SHRUBS REQUIRED
46 SHRUBS PROVIDED

INTERIOR LANDSCAPE AREA:
1 TREE / 10 PARKING SPACES
ALL PARKING SPACES WITHIN 50' OF A TREE

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS SEATING, GARDEN PATHS

50' RADIUS
ALL PARKING SPACES SHOULD BE WITHIN 50' OF A TREE

INTERIOR LANDSCAPE AREA:
TERMINAL ISLAND TREE PROVIDED

INTERIOR LANDSCAPE AREA:
1 TREE / 10 PARKING SPACES
ALL PARKING SPACES WITHIN 50' OF A TREE

PARKING PERIMETER AREA PLANTING (259 LF):
CONTINUOUS EVERGREEN HEDGE (5' O.C AND 36" HT.)
AND ONE SHADE TREE PER 40'
33 TREES REQUIRED
33 TREES PROVIDED
259 SHRUBS REQUIRED
259 SHRUBS PROVIDED

PARKING PERIMETER AREA PLANTING (181 LF):
CONTINUOUS EVERGREEN HEDGE (5' O.C AND 36" HT.)
AND ONE SHADE TREE PER 40'
5 TREES REQUIRED
5 TREES PROVIDED
37 SHRUBS REQUIRED
37 SHRUBS PROVIDED

PARKING PERIMETER AREA PLANTING (207 LF):
CONTINUOUS EVERGREEN HEDGE
(5' O.C AND 36" HT.) AND ONE
SHADE TREE PER 40'
6 TREES REQUIRED
6 TREES PROVIDED
42 SHRUBS REQUIRED

INTERIOR LANDSCAPE AREA:
1 TREE / 10 PARKING SPACES
ALL PARKING SPACES WITHIN 50' OF A TREE

PARKING PERIMETER AREA PLANTING (928 LF):
CONTINUOUS EVERGREEN HEDGE (5' O.C AND 36" HT.)
AND ONE SHADE TREE PER 40'
23 TREES REQUIRED
23 TREES PROVIDED
186 SHRUBS REQUIRED
186 SHRUBS PROVIDED

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS SEATING, FLEX LAWN, WALKING PATHS

PRIVATE ROAD:
ONE SHADE TREE PER 50'
2210' OF ROAD LENGTH

45 TREES REQUIRED (BOTH SIDES OF STREET), 90 TOTAL

90 TREES PROVIDED

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS POOL, SEATING, GRILLS, FLEX LAWN

RIGHT-OF-WAY

TREE SAVE AREA

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS SEATING, GRILLS, FLEX LAWN

ROAD PROXIMITY TO PROPERTY LINE DUE TO EXISTING ALIGNMENT OF PATTERSON LANE

CORRIDOR FRONTAGE BUFFER:
1 TREES PER 50', SHRUBS, TURFGRASS OR GROUNDCOVER TO OCCUPY REMAINDER OF FRONTAGE BUFFER

409 LF
9 TREES REQUIRED
9 TREES PROVIDED

* SEE NOTES *

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS POOL, SEATING, GRILLS, FLEX LAWN, WALKING PATHS

EXISTING TREE TO REMAIN, TYP.

TREE SAVE AREA

PROGRAMMED OPEN SPACE TO INCLUDE AMENITIES SUCH AS SEATING, FLEX LAWN, WALKING PATHS

PRIVATE ROAD (VARIABLE R.O.W.)

HARRISBURG RD

SCALE: 1" = 60'
0 60 120

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	LT	109	Liriodendron tulipifera	Tulip Tree	B & B		2.5" Cal., 13-15` Ht., Standard Trunk, Strong Central Leader
	QN	90	Quercus nuttallii	Nuttall Oak	B & B		2.5" Cal., 12-14` Ht. 6` Clear Trunk, Strong Central Leader
	QP	40	Quercus phellos	Willow Oak	B & B		2.5" Cal., 12`-14` Ht., 6` Clear Trunk. Strong Central Leader
	QS	42	Quercus shumardii	Shumard Red Oak	B & B		2.5" Cal., 10`-12` Ht., 6` Clear Trunk, Strong Central Leader
UNDERSTORY	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	CC	55	Cercis canadensis	Eastern Redbud	B & B		2.5" Cal., 10`-12` Ht. Standard Trunk, Strong Central Leader
	CF	92	Cornus florida	Flowering Dogwood	B & B		2.5" Cal., 10`-12` Ht., Multi-Trunk, 3-5 Stems
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	770	Ilex cornuta `Burfordii`	Burford Holly	3 gal	60" o.c.	18"-24" ht. x 15"-18" sprd.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	REMARKS
		201,715 sf	TREE SAVE AREA	
		27,628 sf	VUA INTERIOR PLANTING	One tree per 10 parking spaces. All parking spaces should be within 50 feet of a tree.
		33,805 sf	BUILDING PERIMETER LANDSCAPE	For every 40 LF include (2) understory trees; or (10) shrubs; or any combinarion thereof.
		72,803 sf	PROGRAMMED OPEN SPACE	See notes on plan for representative program.

KEY

SOUTH CAROLINA
Dix.Hite + Partners
No. 271
CERTIFICATE OF AUTHORIZATION

SEAL

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1385
RYAN C. COLLINS

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE

VERT:
HORZ: 1"=60'
0 30 60 120

NORTH

SHEET TITLE

LANDSCAPE CODE PLAN

SHEET NUMBER

LA1.00

NOTE:
SURVEY OF TREES 24" DBH AND GREATER

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

0005-00-091.02
DONNA S. PATTERSON
DB 415 Pg 114

PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596

0005-00-091.05
DONNA S. PATTERSON
DB 415 Pg 114
MB 2000 Pg 388

0005-00-091.04
JONNA P. BARBER
DB 431 Pg 1
MB 2006 Pg 156

0005-00-091.06
DEREK S. PATTERSON
DB 551 Pg 146
MB 2010 Pg 54

PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596

0005-00-096.00
ALAN D. PATTERSON
DB 1146 Pg 334
MB 7 Pg 123

0005-00-091.02
DONNA S. PATTERSON ETAL
DB 430 Pg 341
MB 2000 Pg 388

0005-00-091.05
DONNA S. PATTERSON
DB 415 Pg 114

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

SCALE: 1" = 60'

0 60 120

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ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

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DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE NORTH

VERT:
HORZ: 1"=60'
0 30 60 120

SHEET TITLE

TREE SURVEY

SHEET NUMBER

LA1.10

UDO 4.3.2.L TREE PRESERVATION:
ALL 24" DBH AND GREATER TREES ON SITE THAT WILL BE REMOVED DUE TO BUILDING CONSTRAINTS WILL BE REPLACED WITH A SIMILAR TREE OF 2.5" CAL. OR GREATER. TREE SURVEY AND MITIGATION PLAN WILL BE PROVIDED.

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-090.01
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0005-00-098.00
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DB 817 Pg 246
PB 2014 Pg 869

N/F
0008-00-011.03
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DB 303 Pg 42
PB 2005 Pg 546

TREE SAVE AREA 1

TREE SAVE AREA 2

TREE SAVE AREA 3

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER, TYP.

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER, TYP.

24" DBH OR GREATER TREE TO BE PRESERVED, TYP.

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER

BUILDING 10 APARTMENT BUILDING TYPE
BUILDING 9 APARTMENT BUILDING TYPE
BUILDING 8 APARTMENT BUILDING TYPE
BUILDING 7 STACKED FLAT BUILDING TYPE
BUILDING 6 STACKED FLAT BUILDING TYPE
BUILDING 5 APARTMENT COURT BUILDING TYPE
BUILDING 4 APARTMENT BUILDING TYPE
BUILDING 3 APARTMENT BUILDING TYPE
BUILDING 2 APARTMENT BUILDING TYPE
BUILDING 1 APARTMENT BUILDING TYPE

OPEN SPACE (0.53 AC)
OPEN SPACE (0.77 AC)
OPEN SPACE (183,534 SF)
AMENITY SPACE
PROPOSED WETPOND
PROPOSED WALL
PRIVATE ROAD (22' R.O.W.)
HARRISBURG RD
PAE

Tree Mitigation Chart

Tree Mitigation	
Trees 24" and Greater	
Removed Trees	57
Replaced Trees (2.5" Cal.)	57
Preserved Trees	19

Tree Save Area	
TSA 1	149,095
TSA 2	45,936
TSA 3	6,684
Total TSA	201,715

NOTE: TREE SAVE AREAS ARE NOT BEING USED TO CLAIM ANY INCENTIVES OUTLINED IN UDO SECTION 7.1.2.A

SCALE: 1" = 60'
0 60 120

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INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

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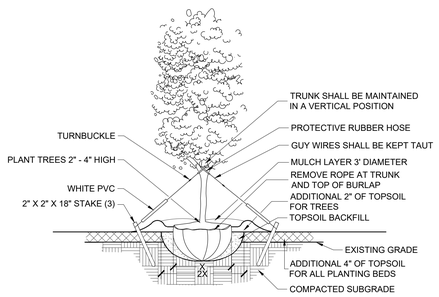
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DRAWN BY: IH
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SCALE
VERT:
HORZ: 1"=60'
0 30 60 120
NORTH

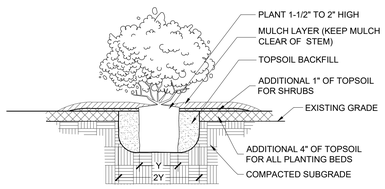
SHEET TITLE
TREE MITIGATION PLAN

SHEET NUMBER
LA1.20



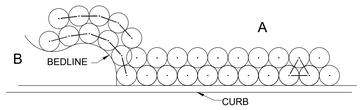
TYPICAL TREE PLANTING

CROSS SECTION - N.T.S.



TYPICAL SHRUB PLANTING

CROSS SECTION - N.T.S.



A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE.

B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGE. CURVED EDGES TO BE VERY SMOOTH RADII.

TYPICAL SHRUB LAYOUT

PLAN - N.T.S.

LANDSCAPE NOTES

1. CONTRACTOR IS EXPECTED TO CARRY OUT ALL RESPONSIBILITIES SET FORTH IN THESE LANDSCAPE NOTES AND IN THE LANDSCAPE SPECIFICATIONS. THEY WILL BE STRICTLY ENFORCED BY THE OWNER/L.A.
2. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER ACCORDING TO THE CURRENT NURSERY GRADES AND STANDARDS.
3. ALL PLANT BEDS SHALL BE DRESSED WITH 3" LAYER OF MULCH. ALL OTHER AREAS SHALL RECEIVE SOD (SEE PLAN FOR TYPE).
4. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO INSTALLATION.
5. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE TO RECEIVE THE LANDSCAPE ARCHITECT'S APPROVAL OF ALL PLANT BED LAYOUTS AND TREE LOCATIONS PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE LANDSCAPE ARCHITECT'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
7. ALL SHRUBS SHALL BE PLANTED 1-1/2" AND TREES 2-1/2" ABOVE GRADE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT HEALTH IN ON-SITE SOILS.
8. CONTRACTOR SHALL PERFORM SOIL TESTING PRIOR TO CONSTRUCTION 1) TO DETERMINE NUTRIENT STATUS AND PH OF SOIL AND 2) TO DETERMINE THE SOIL TEXTURE IN THE TOP 6" - 12" OF SOIL, AND THEN AMEND THE SOIL BASED ON THE RESULTS OF THE TESTS. SEE THE LANDSCAPE SPECIFICATIONS FOR MORE INFORMATION..
9. CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING. GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
10. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
11. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS
12. SOIL SHALL BE FREE FROM LIME ROCK AND CONSTRUCTION DEBRIS.
13. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES REPRESENTED ON THE PLAN VS. QUANTITIES SHOWN ON THE PLANT LIST, THE PLAN SHALL CONTROL.
14. CONTRACTOR SHALL MAINTAIN TREES IN A STRAIGHT AND PLUMB POSITION FOR ONE YEAR. CONTRACTOR SHALL STAKE ALL TREES IF REQUIRED BY THE JURISDICTION.
15. PRIOR TO REMOVAL OF ANY TREES, THE TREES TO BE RETAINED SHALL HAVE PROTECTIVE TREE BARRIERS.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFFS AND QUANTITIES. THE QUANTITIES ON THE PLANT LIST SERVE ONLY AS A GUIDE TO THE OWNER AND L.A. THIS INCLUDES SOD AND MULCH QUANTITIES OF WHICH THE CONTRACTOR SHALL BE HELD TO BID QUANTITIES.
17. SUCCESSFUL BIDDER SHALL LOCK UP ALL MATERIALS IMMEDIATELY AFTER CONTRACT ASSIGNMENT. PLANTS SHALL BE HELD DURING THE PERIOD FROM CONTRACT TO INSTALLATION TO ALLOW ADDITIONAL GROWTH. ALL PLANTS WILL BE REQUIRED TO BE FULL AND HEALTHY. CONTRACTOR SHALL ARRANGE FOR PLANT APPROVAL PRIOR TO DELIVERY, EITHER BY SAMPLES. PHOTOS, OR NURSERY VISITS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS. IF, DURING DIGGING, CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF OWNER/LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
19. CONTRACTOR SHALL ANTICIPATE THE FIRST FIVE FEET AROUND BUILDING PERIMETER WILL BE COMPACTED AND FOUNDATION BEDS SHOULD BE TILLED AND IMPROVED TO SUSTAIN VIGOROUS, HEALTHY PLANT GROWTH.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	LT	109	Liriodendron tulipifera	Tulip Tree	B & B		2.5" Cal., 13-15` Ht., Standard Trunk, Strong Central Leader
	QN	90	Quercus nuttallii	Nuttall Oak	B & B		2.5" Cal., 12-14` Ht. 6` Clear Trunk, Strong Central Leader
	QP	40	Quercus phellos	Willow Oak	B & B		2.5" Cal., 12`-14` Ht., 6` Clear Trunk. Strong Central Leader
	QS	42	Quercus shumardii	Shumard Red Oak	B & B		2.5" Cal., 10`-12` Ht., 6` Clear Trunk, Strong Central Leader
UNDERSTORY	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	CC	55	Cercis canadensis	Eastern Redbud	B & B		2.5" Cal., 10`-12` Ht. Standard Trunk, Strong Central Leader
	CF	92	Cornus florida	Flowering Dogwood	B & B		2.5" Cal., 10`-12` Ht., Multi-Trunk, 3-5 Stems
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	770	Ilex cornuta `Burfordii`	Burford Holly	3 gal	60" o.c.	18"-24" ht. x 15"-18" sprd.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
		201,715 sf	TREE SAVE AREA				
		27,628 sf	VUA INTERIOR PLANTING				One tree per 10 parking spaces. All parking spaces should be within 50 feet of a tree.
		33,805 sf	BUILDING PERIMETER LANDSCAPE				For every 40 LF include (2) understory trees; or (10) shrubs; or any combinarion thereof.
		72,803 sf	PROGRAMMED OPEN SPACE				See notes on plan for representative program.

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No. 1385
RYAN C. COLLINS

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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE

VERT:
HORZ: 1"=60'

NORTH

0 30 60 120

SHEET TITLE

DETAILS AND PLANT SCHEDULE

SHEET NUMBER

LA2.00

NOTE:
LIGHTING LAYOUT IS PRELIMINARY. FULL PHOTOMETRICS SHOWING COMPLIANCE WITH UDO SECTIONS 4.3.2.1 AND 7.3 WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

BUILDING 10
APARTMENT
BUILDING TYPE

BUILDING 9
APARTMENT
BUILDING TYPE

BUILDING 8
APARTMENT
BUILDING TYPE

STREET LIGHTS, TYP.

PARKING LOT LIGHTS, TYP.

BUILDING 5
APARTMENT COURT
BUILDING TYPE

BUILDING 4
APARTMENT
BUILDING TYPE

BUILDING 3
APARTMENT
BUILDING TYPE

BUILDING 7
STACKED FLAT
BUILDING TYPE

BUILDING 6
STACKED FLAT
BUILDING TYPE

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

STREET LIGHTS, TYP.

BUILDING 2
APARTMENT
BUILDING TYPE

BUILDING 1
APARTMENT
BUILDING TYPE

HARRISBURG RD

PARKING LOT LIGHTS, TYP.

N/F
0005-00-090.01
CAPITAL CLUB SC AP
DB 1079 Pg
PB 8023

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

SCALE: 1" = 60'
0 60 120



PRODUCT: PREVAIL
MANUFACTURER:
EATON LIGHTING
www.cooperindustries.com
MODEL:
PRV-CXX-D-XXX-TX-SA-BK

PRV	PREVAIL
CXX	LIGHT ENGINE TBD
D	DIMMING
XXX	VOLTAGE TBD
TX	DISTR. TYPE TBD
SA	STANDARD ARM
BK	BLACK

MOUNTED @ 18' AFG ON A DIRECT BURY ALUMINUM POLE
STANDARD DUTY POLE WITH BLACK FINISH BY
ALLIANCE COMPOSITES, INC.,
www.alliancecompositesinc.com

PARKING LOT LIGHTS, TYP.



PEDESTRIAN LIGHT
PRODUCT: ASHBERY AREA LIGHT, 18'

COLOR: STORMCLOUD

MANUFACTURER:
LANDSCAPE FORMS
800 521 2546
https://www.landscapeforms.com

STREET LIGHTS, TYP.

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VERT:
HORZ: 1"=60'
0 30 60 120

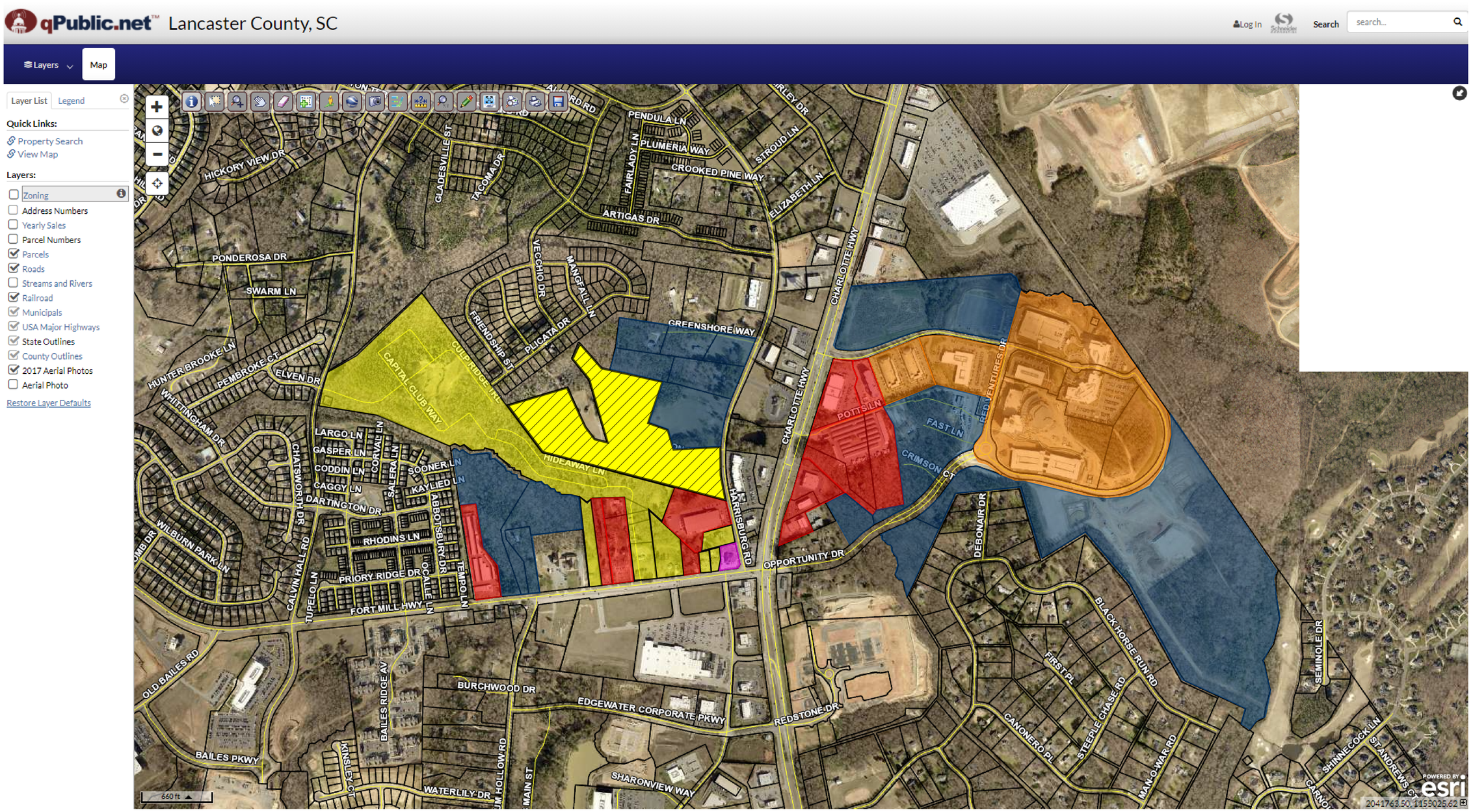
NORTH

SHEET TITLE
LIGHTING PLAN

SHEET NUMBER
LA3.00

MX Zoned Land Use Legend

- Commercial
- Office
- Residential Proposed
- Residential
- Vacant



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0 30 60 120

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SHEET TITLE

LAND USE EXHIBIT

SHEET NUMBER

LA 4.00

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ORIGINAL SHEET SIZE: 30" X 42"

Traffic Impact Analysis Report

Patterson Lane Apartments – Indian Land, SC

February 2021

PREPARED FOR:

ARLINGTON PROPERTIES

PREPARED BY:

STV INCORPORATED
900 WEST TRADE STREET, SUITE 715
CHARLOTTE, NC 28202

DRAFT

TRAFFIC IMPACT ANALYSIS REPORT

Patterson Lane Apartments
Indian Land, SC

DOCUMENTATION PREPARED BY:

STV Incorporated
140 Stoneridge Drive
Suite 450
Columbia, SC 29210
Ph: 803.764.2913
E: Robert.Dubnicka@stvinc.com

February 2021

DRAFT

Robert J Dubnicka, PE
Senior Associate

EXECUTIVE SUMMARY

STV Incorporated has been contracted by Arlington Properties to conduct base and future year traffic analyses for the proposed Patterson Lane Apartments development in Indian Land, SC. The development is proposed to be constructed west of Harrisburg Road at Patterson Lane/Shopping Center Driveway.

For the purpose of this study, the development is assumed to be complete by 2023, however the scoping document dictates that the horizon year (build year + 1 year) was studied for the year 2024. The traffic operations analyses included in this report are:

- 2020 Base Year No-Build (BY-NB)
- 2024 Future Year No-Build (FY-NB) – Future conditions without the development
- 2024 Future Year Build (FY-B) – Future conditions with the build-out of the development
- 2024 Future Year Build + Improvements (FY-B+I) – To include the build-out of the development mitigation measures, as necessary

The Institute of Transportation Engineers (ITE's) Trip Generation Manual, Tenth Edition was used to calculate the number of trips the proposed development would generate in the weekday AM and PM peak hours. Traffic volumes at three of the study area intersections were collected by Quality Counts, and two of the study area intersections were collected from historic counts. For future conditions, a 12% growth factor was applied to the new counts per SCDOT guidelines during COVID-19, and a compound annual growth rate of four percent was used per historic trends to grow historic counts.

The capacity analysis was conducted using Synchro/SimTraffic 10 and SIDRA 8 software. To determine the site's impact to traffic, the results of the 2024 FY-NB and 2024 FY-B results were compared to determine where mitigation is warranted per SCDOT guidelines.

Harrisburg Road at Patterson Lane/Shopping Center Driveway met criteria to consider providing a northbound left turn lane. Additionally, an eastbound left turn lane was recommended. Due to increased delay in the AM peak of the FY-B scenario at the roundabout intersection of Harrisburg Road and Calvin Hall Road/Elmsbrook Lane, an eastbound yield-controlled slip right turn lane is recommended.

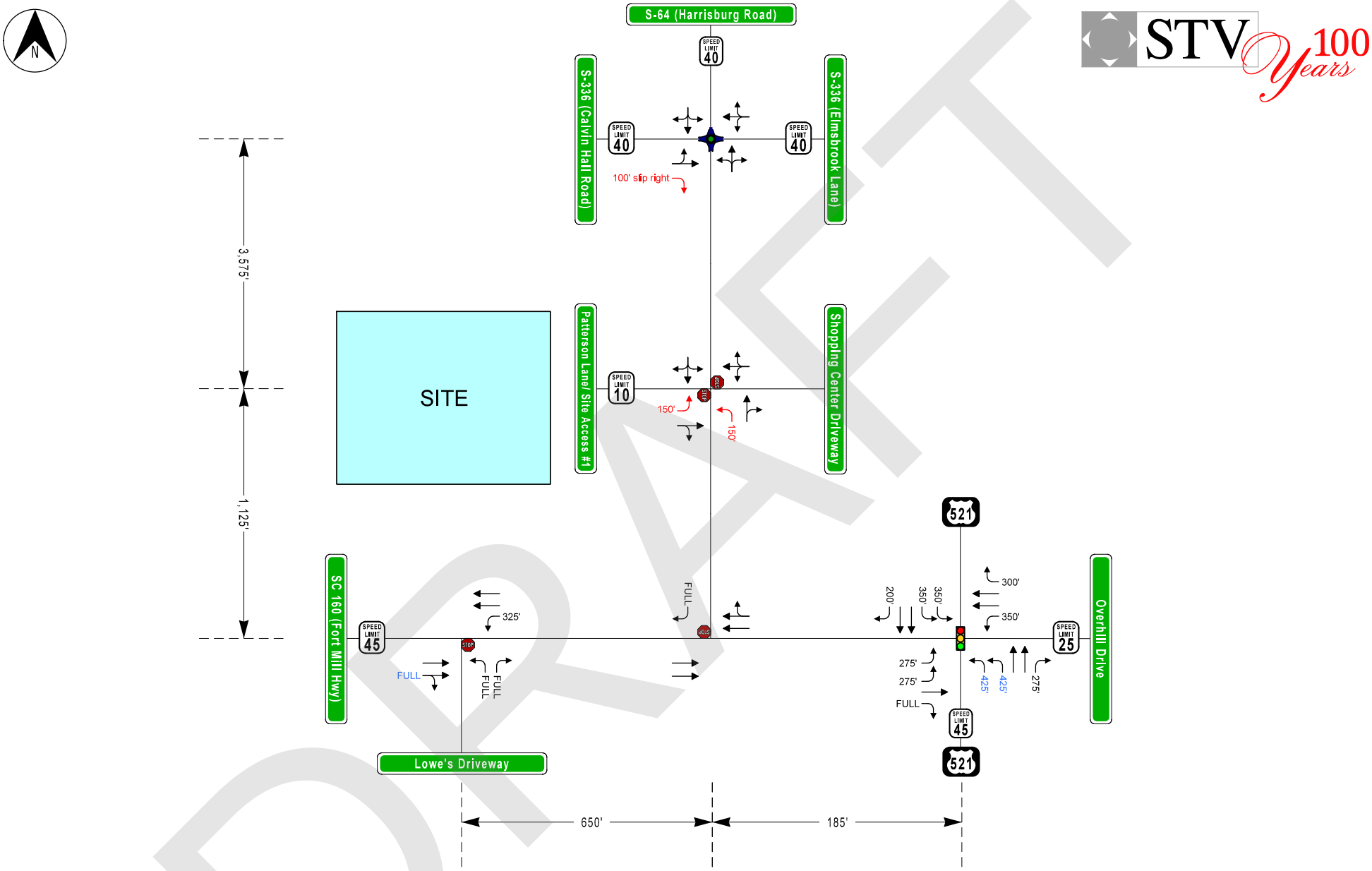
Table A outlines the recommendations as a part of this Traffic Impact Analysis and can be seen in Figure ES1.

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Table A: Traffic Impact Analysis Recommendations Summary

Intersection	Improvements
US 521 at SC 160/Overhill Drive	• No improvements are recommended at this intersection.
SC 160 at Harrisburg Road	• No improvements are recommended at this intersection.
SC 160 at Lowe's Driveway	• No improvements are recommended at this intersection.
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Provide a northbound left turn lane with 150 ft of storage and appropriate taper • Provide an eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

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Patterson Lane Apartments
Indian Land, South Carolina

Recommended Lane Geometry

Figure ES1

Legend

- Turning Movement
- Roadway
- Roundabout
- XX Recommended Improvements
- Traffic Signal
- Stop Sign
- XX' Storage Length
- XX Committed Improvements

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Figure 3: Existing Lane Geometry

Figure 4: 2020 Base Year No Build Volumes

Figure 5: Approved Development Volumes

Figure 6: 2024 Future Year No Build Volumes

Figure 7: Site Trip Distribution

Figure 8: Site Trips

Figure 9: 2024 Future Year Build Volumes

Figure 10: Recommended Lane Geometry

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1.0 PROJECT BACKGROUND

STV Incorporated has been contracted by Arlington Properties to conduct base and future year traffic analyses for the proposed Patterson Lane Apartments development in Indian Land, SC. The development is proposed to be constructed west of Harrisburg Road at Patterson Lane.

The proposed development is planned to include 350 mid-rise multifamily units. For the purpose of this study, the development is assumed to be complete by 2023, however the scoping document with the South Carolina Department of Transportation (SCDOT) dictates that the horizon year (build year + 1 year) be studied for the year 2024. The traffic operations analyses included in this report are:

- 2020 Base Year No-Build (BY-NB)
- 2024 Future Year No-Build (FY-NB) – Future conditions without the development
- 2024 Future Year Build (FY-B) – Future conditions with the build-out of the development
- 2024 Future Year Build + Improvements (FY-B+I) – To include the build-out of the development mitigation measures, as necessary

The following intersections are included in the traffic analysis:

- US 521 (Charlotte Highway) at SC 160 (Fort Mill Highway)/Overhill Drive
- SC 160 (Fort Mill Highway) at S-64 (Harrisburg Road)
- SC 160 (Fort Mill Highway) at Lowe's Driveway
- S-64 (Harrisburg Road) at Patterson Lane/Shopping Center Driveway
- S-64 (Harrisburg Road) at S-336 (Elmsbrook Lane/Calvin Hall Road)

1.1 PROJECT AREA DESCRIPTION

The Patterson Lane Apartments development will be located west of Harrisburg Road at Patterson Lane. Table 1.1 below represents the arterial and local roads included in the study area.

Table 1.1: Roadway Description

Road Name	Road Number	Functional Classification	Speed Limit (mph)	2019 AADT
Charlotte Highway	US 521	Principal Arterial	45	39,700
Fort Mill Highway	SC 160	Principal Arterial	45	16,300
Overhill Drive	-	Local	Not Posted*	-
Harrisburg Road	S-64	Major Collector	40	7,600
Lowe's Driveway	-	Local	Not Posted*	-
Patterson Lane	-	Local	10	-
Elmsbrook Lane	S-336	Local	40	-
Calvin Hall Road	S-336	Local	40	5,900

* Assumed 25 mph for analysis

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The site plan for the development site is illustrated in Figure 1. The vicinity map for the project area and the existing lane geometry are found in Figures 2 and 3, respectively.

2.0 TRAFFIC VOLUME DEVELOPMENT

Traffic volumes at the study area intersections were obtained from historic turning movement counts (TMCs) for the intersections of Harrisburg Road at Patterson Lane/Shopping Center Driveway and Harrisburg Road at Elmsbrook Lane/Calvin Hall Road. The AM and PM peak counts for both intersections were collected on Wednesday, April 22nd, 2015. In accordance with SCDOT's "Revised Guidance for conducting Traffic Impact Studies during COVID19" memorandum dated July 29, 2020, a historical count can be used with an approved calculated historical growth rate. A four percent compound annual growth rate (CAGR) was approved by SCDOT during project scoping (Appendix A) and was applied to both TMCs for five years to grow the count to the year 2020.

For the remaining three intersections of US 521 at SC 160/Overhill Drive, SC 160 at Harrisburg Road, and SC 160 at Lowe's Driveway, TMCs were collected on Tuesday, January 11th, 2021. In accordance with SCDOT's COVID-19 Guidance memorandum, a 12% growth factor is to be applied to new counts until schools are back in session and average volumes normalize. Additionally, it was observed during TMC collection that volumes along the east leg (Overhill Drive) of the US 521 at SC 160/Overhill Drive intersection were lower than what would be typical when the Red Ventures office facility is in normal operation. Considering this observation, the 12% growth factor would not accurately reflect volumes entering and exiting Overhill Drive during normal traffic patterns. Therefore, a trip generation analysis was performed for the site (estimated 600,000 square feet of General Office) as seen in Table 2.1.

Table 2.1: Red Ventures Trip Generation

Land Use	Size	Unit	Peak Hour Type	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
General Office Building (LUC 710)	600	1,000 SF	Adjacent	6,033	590	507	83	625	100	525
Total Trips				**6,033**	**590**	**507**	**83**	**625**	**100**	**525**

It was assumed that 50% of the Red Ventures traffic would enter via Overhill Drive and the remaining 50% would use Red Ventures Drive to the north, outside of the project study area. These trips were distributed consistent with the approved site trip distribution of the Patterson Lane Apartments. This amounts to 25% of the trips be distributed to/from the south, 15% distributed to/from the west, and 10% distributed to/from the north. The associated estimated volumes for Red Ventures were applied and are included in base year conditions.

Traffic volumes were balanced between along SC 160 since there are limited driveways or roadways between the three intersections. Volumes were left unbalanced between the remaining intersections due to the presence of multiple driveways and roadways along Harrisburg Road. The 2020 BY-NB volumes are illustrated in Figure 4.

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There are six approved developments in the study area contributing to additional background traffic prior to 2024. These developments include:

- Patterson Property (2021) – East of Harrisburg Road and south of Barberville Road – 53 single family homes
- Lancaster Soccer Complex (2021) – West of Harrisburg Road and north of Calvin Hall Road – 4 field soccer complex
- Avondale (2023) – Southwest of the Harrisburg Road at Calvin Hall Rd/Elmsbrook Lane intersection – 365 single family homes, 165 townhomes, 200 senior housing apartments, 6,000 SF senior day center, 6,000 SF medical office
- Southstone/Covington (2023) – East of the Harrisburg Road at Barberville road intersection – 328 single family homes
- Sugar Creek (2023) – Along Harrisburg Road between Bareberville Road and Regent Parkway – 540 single family homes and 235 townhomes
- Chateau Ridge (2024) – West of Harrisburg Road between Barberville Road and Calvin Hall Road – 131 single family homes

Committed roadway improvements to the study intersections include extending the northbound dual left turn lanes along US 521 at SC 160/Overhill Drive to 425 ft of storage, as outlined in the Avondale TIA. Volume figures from the associated approved developments can be found in Appendix B. Due to the approved developments prior studies not including portions of the Patterson Lane Apartments study intersections, the associated volumes with these developments are filtered through the study area based on background volumes and engineering judgement. The approved development volumes are included in the analysis of future conditions and are illustrated in Figure 5.

The four percent CAGR was applied to the BY-NB volumes, along with the addition of the approved development volumes, to estimate 2024 FY-NB volumes. The 2024 FY-NB volumes are illustrated in Figure 6. Further information regarding volume development can be found in Appendix C.

2.1 TRIP GENERATION

The Institute of Transportation Engineers (ITE's) Trip Generation Manual, Tenth Edition was used to calculate the number of trips the proposed development would generate in the weekday AM and PM peak hours. The site is planned for 350 mid-rise multifamily units. The trip generation anticipated for this development is presented in Table 2.2. The trip generation calculations are presented in Appendix D.

Table 2.2: Trip Generation

Land Use	Size	Unit	Peak Hour Type	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Multifamily Housing Mid-Rise (LUC 221)	350	Dwelling Units	Adjacent	1,906	117	30	87	147	89	58
Total Trips				**1,906**	**117**	**30**	**87**	**147**	**89**	**58**

Source: Institute of Transportation Engineers (ITE's) Trip Generation Tenth Edition

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2.2 TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution percentages were developed for the proposed site and approved in scoping with SCDOT. These percentages were used to distribute the site-generated trips throughout the study area.

The site trip distribution percentages are presented in Figure 7. One distribution of note is the traffic exiting Patterson Avenue to the south on US 521. Due to the presence of a median at the intersection of Harrisburg Road at SC 160, turning movements at this intersection are restricted to right-in/right-out. Vehicles exiting the proposed development whose destination is US 521 to the south are anticipated to use the SC 160 at Lowe's Driveway intersection as a U-turn point to then travel east on SC 160 and turn right to continue south on US 521. Site trips were assigned within the study area network by applying the trip distribution percentages to the trips generated by the development. The assigned site trips are presented in Figure 8. The 2024 FY-B volumes were developed by adding the aforementioned site trips to the 2024 FY-NB volumes. The 2024 FY-B volumes are presented in Figure 9.

3.0 CAPACITY ANALYSIS METHODOLOGY

The capacity analysis was conducted using Synchro/SimTraffic 10 and SIDRA 8 software. Following the methodology described in the Highway Capacity Manual (HCM) 6th Edition, Synchro and SIDRA evaluate the performance of an intersection or group of intersections and provides a Level of Service (LOS). Total delay experienced by each vehicle as a result of traffic control devices are used to determine the LOS. The LOS ranges from A to F. The LOS definitions for signalized, stop-controlled, and roundabout intersections are presented in Table 3.1. For unsignalized intersections that are not all-way stop control, the delay for the stop sign controlled approaches and for major street left turn movements are used to evaluate intersection operations.

Table 3.1: HCM Level of Service Definition

Level of Service	Control Delay (sec/veh)	
	Stop Controlled or Roundabout Intersection	Signalized Intersection
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤50	> 55 and ≤ 80
F	> 50	> 80

Volume to Capacity ratio (v/c), which measures the level of congestion on a roadway by dividing the volume of traffic by the roadway capacity, is also reported. The maximum queue is reported from SimTraffic (for signalized and unsignalized intersections) as a queuing distance in feet. The 95th percentile queue is reported from SIDRA (for roundabouts) as a queueing distance in feet.

In the analysis, heavy vehicle percentages for each movement were set based on the collected turning movement counts. Lane widths were estimated based on measurements from available aerial imagery. For the analysis, a default peak hour factor (PHF) of 0.90 was used for the study network. With three

counts conducted during COVID-19, PHF's from the counts are not reflective of typical peak conditions. A PHF of 0.90 is consistent with SCDOT default Synchro guidelines and used throughout analysis.

The signal phasing for US 521 at SC 160/Overhill Drive was observed in field conditions and coded accordingly for analysis. Cycle length and split timings were optimized in each peak hour and in each scenario while also following SCDOT default settings for minimum splits and clearance intervals.

The committed improvement per the Avondale TIA to provide 425 feet of northbound dual left storage along US 521 at SC 160/Overhill Drive is included in all future year analyses. Additionally, SC 160 to the west of the Lowe's Driveway is currently in construction to be widened to a four-lane roadway and is in place in future analysis.

4.0 CAPACITY ANALYSIS RESULTS

The results of the following scenarios of the capacity analysis are summarized by intersection in this section.

- 2020 BY-NB
- 2024 FY-NB
- 2024 FY-B
- 2024 FY-B+I (as necessary)

The detailed analysis reports are presented in Appendix E.

4.1 US 521 AT SC 160/OVERHILL DRIVE

The intersection of US 521 at SC 160/Overhill Drive is a four-leg signalized intersection, with separate left and right turn lanes on all four approaches. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.1-4.3.

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Table 4.1: US 521 at SC 160/Overhill Drive 2020 BY-NB Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	D	40.3	0.99	-	**E**	**65.9**	**1.04**	
EB Approach - SC 160	-	D	49.2	-	-	**F**	**96.0**	-	
WB Approach - Overhill Drive	-	C	33.2	-	-	**E**	**72.4**	-	
NB Approach - US 521	-	D	45.9	-	-	D	47.7	-	
SB Approach - US 521	-	C	27.0	-	-	**E**	**64.5**	-	
Eastbound Left-Turn (SC 160)	275'	**E**	**75.5**	**0.96**	**165**	**F**	**112.2**	**1.04**	**194**
Eastbound Thru (SC 160)	-	C	27.8	0.27	137	**E**	**58.5**	**0.22**	**137**
Eastbound Right-Turn (SC 160)	-	C	21.7	0.47	156	**E**	**77.4**	**0.91**	**204**
Westbound Left-Turn (Overhill Drive)	350'	D	42.1	0.35	154	**F**	**90.8**	**0.86**	**285**
Westbound Thru (Overhill Drive)	-	C	29.2	0.03	51	**E**	**61.8**	**0.33**	**136**
Westbound Right-Turn (Overhill Drive)	300'	C	22.6	0.04	50	**E**	**56.2**	**0.38**	**138**
Northbound Left-Turn (US 521)	225'	D	46.6	0.79	325	**F**	**113.2**	**1.02**	**325**
Northbound Thru (US 521)	-	D	49.5	0.99	561	C	23.3	0.58	1219
Northbound Right-Turn (US 521)	275'	B	15.9	0.23	375	A	8.0	0.03	40
Southbound Left-Turn (US 521)	350'	D	37.3	0.25	108	**E**	**68.2**	**0.22**	**449**
Southbound Thru (US 521)	-	C	29.4	0.77	285	**F**	**72.2**	**1.04**	**1374**
Southbound Right-Turn (US 521)	200'	B	17.0	0.41	297	B	12.7	0.26	300

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Table 4.2: US 521 at SC 160/Overhill Drive 2024 FY-NB Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	D	52.7	1.05	-	**F**	**119.7**	**1.27**	-
EB Approach - SC 160	-	**E**	**63.7**	-	-	**F**	**167.0**	-	-
WB Approach - Overhill Drive	-	D	38.2	-	-	**F**	**83.7**	-	-
NB Approach - US 521	-	**E**	**63.4**	-	-	**E**	**78.6**	-	-
SB Approach - US 521	-	C	31.4	-	-	**F**	**137.5**	-	-
Turn Lane Capacity and Queuing									
Eastbound Left-Turn (SC 160)	275'	**F**	**101.5**	**1.05**	**182**	**F**	**199.0**	**1.27**	**188**
Eastbound Thru (SC 160)	-	C	32.8	0.34	154	**E**	**60.8**	**0.28**	**93**
Eastbound Right-Turn (SC 160)	-	C	28.2	0.63	174	**F**	**136.9**	**1.12**	**204**
Westbound Left-Turn (Overhill Drive)	350'	D	47.2	0.40	125	**F**	**117.2**	**0.97**	**382**
Westbound Thru (Overhill Drive)	-	C	34.4	0.04	51	**E**	**62.3**	**0.39**	**138**
Westbound Right-Turn (Overhill Drive)	300'	C	27.2	0.05	53	**E**	**56.8**	**0.44**	**159**
Northbound Left-Turn (US 521)	425'	**E**	**72.4**	**0.95**	**524**	**F**	**200.3**	**1.27**	**525**
Northbound Thru (US 521)	-	**F**	**66.6**	**1.05**	**656**	C	25.7	0.69	1238
Northbound Right-Turn (US 521)	275'	B	15.4	0.25	375	A	7.5	0.04	21
Southbound Left-Turn (US 521)	350'	D	42.5	0.30	147	**E**	**68.0**	**0.24**	**450**
Southbound Thru (US 521)	-	C	34.9	0.85	319	**F**	**157.4**	**1.25**	**1386**
Southbound Right-Turn (US 521)	200'	B	17.1	0.45	298	B	14.1	0.32	300

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Table 4.3: US 521 at SC 160/Overhill Drive 2024 FY-B Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	D	52.2	1.05	-	**F**	**123.0**	**1.27**	-
EB Approach - SC 160	-	**E**	**62.8**	-	-	**F**	**168.7**	-	-
WB Approach - Overhill Drive	-	D	38.2	-	-	**F**	**83.7**	-	-
NB Approach - US 521	-	**E**	**61.3**	-	-	**F**	**80.4**	-	-
SB Approach - US 521	-	C	33.3	-	-	**F**	**143.5**	-	-
Turn Lane Capacity and Queuing									
Eastbound Left-Turn (SC 160)	275'	**F**	**101.5**	**1.05**	**180**	**F**	**199.0**	**1.27**	**198**
Eastbound Thru (SC 160)	-	C	32.8	0.34	157	**E**	**60.8**	**0.28**	**90**
Eastbound Right-Turn (SC 160)	-	C	28.7	0.66	174	**F**	**142.1**	**1.14**	**193**
Westbound Left-Turn (Overhill Drive)	350'	D	47.2	0.40	116	**F**	**117.2**	**0.97**	**277**
Westbound Thru (Overhill Drive)	-	C	34.4	0.04	49	**E**	**62.3**	**0.39**	**141**
Westbound Right-Turn (Overhill Drive)	300'	C	27.2	0.05	31	**E**	**56.8**	**0.44**	**153**
Northbound Left-Turn (US 521)	425'	**E**	**62.1**	**0.91**	**525**	**F**	**200.2**	**1.27**	**525**
Northbound Thru (US 521)	-	**F**	**66.6**	**1.05**	**716**	C	25.7	0.69	1243
Northbound Right-Turn (US 521)	275'	B	15.4	0.25	375	A	7.5	0.04	375
Southbound Left-Turn (US 521)	350'	D	42.5	0.30	126	**E**	**68.0**	**0.24**	**450**
Southbound Thru (US 521)	-	D	37.5	0.88	338	**F**	**165.9**	**1.27**	**1384**
Southbound Right-Turn (US 521)	200'	B	18.0	0.47	297	B	14.9	0.35	300

In BY-NB conditions, the intersection operates at LOS D during the AM peak and LOS E during the PM peak. In the 2024 FY-NB conditions, the intersection is expected to remain at LOS D during the AM peak and operate at LOS F during the PM peak. The significant decline in intersection operation in the PM peak is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, which compounds the already heavy northbound/southbound traffic along US 521. To mitigate the LOS F in the PM peak that is present in the FY-NB condition, a cursory review of traditional widening improvements to construct three northbound/southbound through lanes along US 521 plus additional side-street left turn lanes was conducted. With these improvements modeled the intersection still reports a LOS E. Improving this intersection to an acceptable LOS in the PM peak would require alternative intersection measures that would require extensive re-construction of the intersection.

In 2024 FY-B conditions, the intersection LOS is expected to remain unchanged. While LOS F is not ideal, the increase in overall intersection delay is 3.3 seconds in the PM peak, an increase in delay of 2.76%. Due to the minimal delay incurred by the build out of the proposed site along with the significant

improvements needed to improve LOS in the FY-NB condition, no improvements are recommended as a result of the proposed development.

4.2 SC 160 AT HARRISBURG ROAD

The intersection of SC 160 at Harrisburg Road is a three-leg unsignalized right-in/right-out intersection with the southbound approach stop-controlled. This intersection is located approximately 150 ft from the intersection of US 521 at SC 160/Overhill Drive. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.4-4.6.

Table 4.4: SC 160 at Harrisburg Road 2020 BY-NB Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	11.6	-	-	B	14.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.11	64	A	0.0	0.14	631
Westbound Thru (SC 160)	-	A	0.0	0.23	39	A	0.0	0.27	17
Westbound Right-Turn (SC 160)	-	A	0.0	0.17	39	A	0.0	0.22	35
Southbound Right-Turn (Harrisburg Road)	-	B	11.6	0.16	78	B	14.1	0.39	118

Table 4.5: SC 160 at Harrisburg Road 2024 FY-NB Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	13.6	-	-	C	20.8	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.13	53	A	0.0	0.17	652
Westbound Thru (SC 160)	-	A	0.0	0.27	0	A	0.0	0.33	29
Westbound Right-Turn (SC 160)	-	A	0.0	0.21	0	A	0.0	0.30	29
Southbound Right-Turn (Harrisburg Road)	-	B	13.6	0.28	91	C	20.8	0.60	118

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Table 4.6: SC 160 at Harrisburg Road 2024 FY-B Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	14.8	-	-	D	25.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.14	89	A	0.0	0.17	651
Westbound Thru (SC 160)	-	A	0.0	0.27	21	A	0.0	0.33	0
Westbound Right-Turn (SC 160)	-	A	0.0	0.22	21	A	0.0	0.33	0
Southbound Right-Turn (Harrisburg Road)	-	B	14.8	0.36	98	D	25.1	0.68	136

In BY-NB conditions, the southbound approach of the intersection operates at LOS B during both the AM and PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS B during the AM peak and LOS C during the PM peak. In the 2024 FY-B condition, the LOS is expected to remain LOS B during the AM peak and operate at LOS D during the PM peak. Therefore, no improvements are recommended at this intersection.

4.3 SC 160 AT LOWE'S DRIVEWAY

The intersection of SC 160 at Lowe's Driveway is a three-leg unsignalized full movement intersection with the northbound approach stop-controlled. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.7-4.9.

Table 4.7: SC 160 at Lowe's Driveway 2020 BY-NB Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.8	-	-	A	2.5	-	-
NB Approach - Lowe's Driveway	-	C	19.4	-	-	**F**	**70.1**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	10.3	0.076	55	B	13.8	0.29	122
Northbound Minor Lane 1 (Lowe's Driveway)	-	D	27.9	0.119	49	**F**	**130.9**	**0.66**	**115**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	10.9	0.033	78	B	12.2	0.08	118

Table 4.8: SC 160 at Lowe's Driveway 2024 FY-NB Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.9	-	-	A	3.1	-	-
NB Approach - Lowe's Driveway	-	D	27.7	-	-	**F**	**284.1**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	11.5	0.11	54	C	18.3	0.43	265
Northbound Minor Lane 1 (Lowe's Driveway)	-	**E**	**43.7**	**0.21**	**100**	**F**	**566.4**	**1.60**	**284**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	11.7	0.04	55	B	13.5	0.11	284

Table 4.9: SC 160 at Lowe's Driveway 2024 FY-B Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	1.4	-	-	A	3.9	-	-
NB Approach - Lowe's Driveway	-	D	32.6	-	-	**F**	**385.0**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	13.5	0.18	116	C	21.2	0.50	397
Northbound Minor Lane 1 (Lowe's Driveway)	-	**F**	**53.5**	**0.25**	**31**	**F**	**772.7**	**1.97**	**284**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	11.7	0.04	103	B	13.5	0.11	303

In BY-NB conditions, the northbound approach of the intersection operates at LOS C during the AM peak and LOS F during the PM peak, while the westbound shared left/U-turn operates at LOS B in both the AM and PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS D during the AM peak and remain LOS F during the PM peak, while the westbound shared left/U-turn is expected to operate at LOS B in the AM peak and LOS C in the PM peak. The significant decline in intersection operation in the PM peak is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, which compounds the already heavy eastbound/westbound traffic along SC 160. In the 2024 FY-B condition, the LOS is expected to remain unchanged for both the northbound approach and the westbound shared left/U-turn movement. While the northbound approach LOS F is not ideal, this is typical for a side street

approach to a major thoroughfare. Additionally, the site has multiple driveway connections on SC 160 and US 521 for alternative ingress and egress points.

4.4 HARRISBURG ROAD AT PATTERSON LANE/SHOPPING CENTER DRIVEWAY

The intersection of Harrisburg Road at Patterson Lane/Shopping Center Driveway is a four-leg unsignalized intersection with the eastbound and westbound approaches stop-controlled. The west leg of Patterson Lane will serve as a site access to the proposed development. The east leg of the Shopping Center Driveway is striped as a one-way egress lane, however volumes from the TMCs show ingress volumes to the driveway. Therefore, the intersection was analyzed as full movement. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.10-4.12.

Table 4.10: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2020 BY-NB Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	C	16.1	-	-	B	10.8	-	-
WB Approach – Shopping Center Driveway	-	B	11.8	-	-	C	15.8	-	-
NB Approach - Harrisburg Road	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	A	1.4	-	-	A	1.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	C	16.1	0.01	29	B	10.8	0.00	0
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	11.8	0.241	76	C	15.8	0.25	89
Northbound Left-Turn (Harrisburg Road)	-	A	0.0	-	0	A	8.2	0.00	0
Southbound Left-Turn (Harrisburg Road)	-	A	8.0	0.04	53	A	7.8	0.05	53
Southbound Thru (Harrisburg Road)	-	A	0.0	-	53	A	0.0	-	53

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Table 4.11: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-NB Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	C	22.8	-	-	B	11.7	-	-
WB Approach – Shopping Center Driveway	-	B	13.9	-	-	D	25.5	-	-
NB Approach - Harrisburg Road	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	A	2.0	-	-	A	1.4	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	C	22.8	0.02	29	B	11.7	0.00	29
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	13.9	0.34	127	D	25.5	0.48	93
Northbound Left-Turn (Harrisburg Road)	-	A	0.0	-	0	A	8.5	0.00	-
Southbound Left-Turn (Harrisburg Road)	-	A	8.3	0.08	54	A	8.2	0.09	74
Southbound Thru (Harrisburg Road)	-	A	0.0	-	54	A	0.0	-	74

Table 4.12: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-B Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	**E**	**35.8**	**-**	**-**	**E**	**38.9**	**-**	**-**
WB Approach – Shopping Center Driveway	-	B	14.3	-	-	**E**	**39.6**	**-**	**-**
NB Approach - Harrisburg Road	-	A	0.4	-	-	A	1.3	-	-
SB Approach - Harrisburg Road	-	A	1.9	-	-	A	1.3	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	**E**	**35.8**	**0.47**	**81**	**E**	**38.9**	**0.39**	**52**
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	14.3	0.35	109	**E**	**39.6**	**0.62**	**140**
Northbound Left-Turn (Harrisburg Road)	-	A	8.0	0.02	55	A	8.9	0.06	77
Southbound Left-Turn (Harrisburg Road)	-	A	0.0	-	-	A	0.0	-	-
Southbound Thru (Harrisburg Road)	-	A	8.3	0.08	136	A	8.2	0.09	77

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In BY-NB conditions, the eastbound approach of the intersection operates at LOS C during the AM peak and the westbound approach of the intersection operates at LOS C during the PM peak. In the 2024 FY-NB condition, the eastbound approach of the intersection is expected to remain at LOS C during the AM peak and the westbound approach of the intersection is expected to operate at LOS D during the PM peak. In the 2024 FY-B condition, the eastbound approach from the site is expected to operate at LOS E during both the AM and PM peaks.

The need for a southbound right turn lane and northbound left turn lane was evaluated at the intersection. A southbound right turn lane did not meet criteria for consideration. Per the SCDOT Roadway Design Manual Figure 9.5-G, projected volumes in the FY-B condition meet criteria to consider adding a northbound left turn lane. Turn lane evaluations can be found in Appendix F.

It is recommended to provide a northbound left turn lane along Harrisburg Road with 150 ft of storage and appropriate taper. Additionally, it is recommended to provide an eastbound left turn lane along Patterson Lane with 150 ft of storage and appropriate taper for the purposes of separating left and right turning vehicles to reduce delay and improve safety. To analyze the operational impact of the inclusion of a northbound left turn lane and eastbound left turn lane, the turn lanes were coded into FY-B+I analysis files at this intersection. The results from the Synchro/SimTraffic capacity analysis for the 2024 FY-B+I condition are presented in Table 4.13.

Table 4.13: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-B+I Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build + Improvements									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	D	30.9	-	-	D	34.5	-	-
WB Approach - Shopping Center Driveway	-	B	14.3	-	-	**E**	**39.3**	**-**	**-**
NB Approach - Harrisburg Road	-	A	0.4	-	-	A	1.3	-	-
SB Approach - Harrisburg Road	-	A	1.9	-	-	A	1.3	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	150'	**E**	**47.6**	**0.40**	**52**	**F**	**53.3**	**0.33**	**73**
Eastbound Minor Lane 2 (Patterson Lane)	-	B	10.9	0.07	54	B	12.3	0.06	100
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	14.3	0.35	95	**E**	**39.3**	**0.61**	**123**
Northbound Left-Turn (Harrisburg Road)	150'	A	8.0	0.02	0	A	8.9	0.06	55
Southbound Left-Turn (Harrisburg Road)	-	A	8.3	0.08	133	A	8.2	0.09	113
Southbound Thru (Harrisburg Road)	-	A	0.0	-	133	A	0.0	-	113

In the FY-B+I condition, the eastbound approach of the intersection is expected to remain at LOS D in both the AM and PM peaks.

4.5 HARRISBURG ROAD AT CALVIN HALL ROAD/ELMSBROOK LANE

The intersection of Harrisburg Road at Calvin Hall Road/Elmsbrook Lane is a four-leg single-lane roundabout intersection with no separate turn lanes. The results from the SIDRA capacity analysis for 2020 BY-NB and 2024 FY-NB conditions are presented in Tables 4.14-4.15.

Table 4.14: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2020 BY-NB Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Base Year No-Build									
Intersection	-	B	11.1	0.63	-	B	10.6	0.66	-
EB Approach - Calvin Hall Road	-	B	11.6	0.56	129.3	A	8.9	0.37	45.7
WB Approach - Elmsbrook Lane	-	A	9.6	0.25	25.5	A	9.3	0.45	68.0
NB Approach - Harrisburg Road	-	C	15.7	0.63	146.6	A	6.7	0.29	36.9
SB Approach - Harrisburg Road	-	A	6.4	0.38	60.5	B	14.2	0.66	204.7

Table 4.15: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-NB Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year No-Build									
Intersection	-	**E**	**44.6**	**1.08**	**-**	**F**	**50.4**	**1.12**	**-**
EB Approach - Calvin Hall Road	-	**E**	**47.5**	**0.97**	**742.4**	C	20.7	0.72	201.3
WB Approach - Elmsbrook Lane	-	C	19.5	0.53	71.8	**E**	**44.1**	**0.94**	**513.2**
NB Approach - Harrisburg Road	-	**F**	**88.6**	**1.08**	**835.5**	B	12.6	0.55	107.7
SB Approach - Harrisburg Road	-	B	10.2	0.59	119.6	**F**	**92.4**	**1.12**	**1343.5**

In BY-NB conditions, the intersection operates at LOS B during both the AM and PM peaks. In the 2024 FY-NB conditions, the intersection is expected to operate at LOS E during the AM peak and LOS F during the PM peak regardless of the development of the site. The significant decline in intersection operation is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, along with the addition of traffic from six approved developments.

To determine improvements that would be needed to return operations to an acceptable LOS, a southbound right turn lane and eastbound right turn lane were coded into SIDRA. With the additional right turn lanes, the intersection operates at LOS D during the AM peak and LOS C during the PM peak. The SIDRA results with added turn lanes are included in Appendix E and labeled "FY-NB+I (EBR and SBR)".

Due to the right turn lane improvements that are necessary in the FY-NB not being committed by any party, the FY-B condition was analyzed based on existing geometry at the roundabout. The results from the SIDRA capacity analysis for the 2024 FY-B condition are presented in Tables 4.16.

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Table 4.16: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year Build									
Intersection	-	**F**	**56.2**	**1.18**	**-**	**F**	**57.1**	**1.16**	**-**
EB Approach - Calvin Hall Road	-	**F**	**52.1**	**0.99**	**801.6**	C	22.5	0.75	222.4
WB Approach - Elmsbrook Lane	-	C	18.9	0.53	72.6	**F**	**51.6**	**0.97**	**610.4**
NB Approach - Harrisburg Road	-	**F**	**121.3**	**1.18**	**1200.9**	B	13.8	0.59	129.6
SB Approach - Harrisburg Road	-	B	10.4	0.59	121.5	**F**	**106.4**	**1.16**	**1497.4**

In 2024 FY-B conditions with the existing geometry and added site traffic, the intersection is expected to operate at LOS F in both the AM and PM peaks. As mentioned prior, the poor LOS at this intersection can be attributed to the increase in background traffic from approved development volumes and projected growth.

With both a southbound and eastbound right turn lane included in the 2024 FY-B condition, the intersection is expected to operate at LOS E in the AM peak and LOS C in the PM peak. However, the proposed site's trip generation adds only approximately 3% of the total volume entering the intersection in FY-B conditions. Along the southbound approach, the site adds less than 2% to the entering volume in the PM peak. The site trips at the intersection can be seen below in Exhibit A.

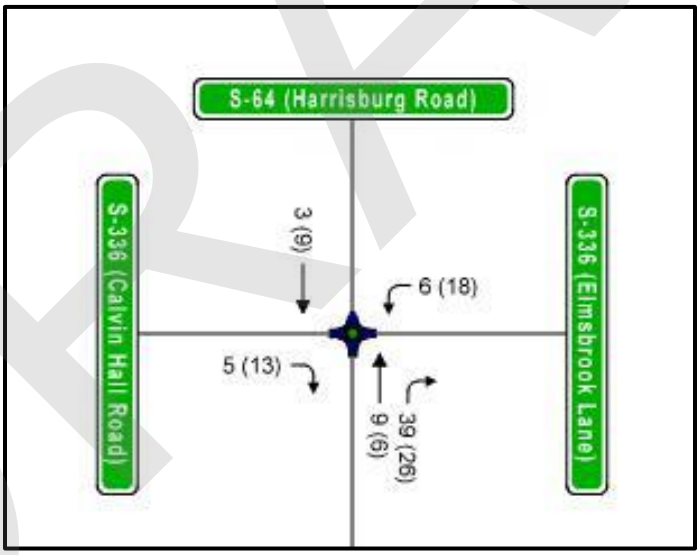


Exhibit A: Site Trips at Harrisburg Road and Calvin Hall Road/Elmsbrook Lane

The approved background growth rate coupled with trips generated from adjacent approved developments is expected to be conservative, thus resulting in a poor LOS at the intersection in future conditions. Considering the conservative nature of analysis as well as the minor amount of site generated trips added to the intersection relative to its overall volume, only the eastbound right turn lane along Calvin Hall Road is recommended to mitigate the traffic impact directly attributed to the development. Therefore, it is recommended to provide a yield-controlled slip eastbound right turn lane with 100 ft of storage and appropriate taper.

The results from the SIDRA capacity analysis for the 2024 FY-B+I condition are presented in Table 4.17.

Table 4.17: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B+I Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year Build + Improvements									
Intersection	-	**E**	**46.2**	**1.18**	**-**	**F**	**54.7**	**1.16**	**-**
EB Approach - Calvin Hall Road	-	C	21.4	0.81	339.1	B	11.2	0.54	96.7
WB Approach - Elmsbrook Lane	-	C	18.9	0.53	72.6	**F**	**51.6**	**0.97**	**610.4**
NB Approach - Harrisburg Road	-	**F**	**121.3**	**1.18**	**1200.9**	B	13.8	0.59	129.7
SB Approach - Harrisburg Road	-	B	10.4	0.59	121.5	**F**	**106.4**	**1.16**	**1497.4**

In the FY-B+I condition with the added eastbound right turn lane, the intersection is expected to be improved to LOS E in the AM peak and remain at LOS F during the PM peak. With these improvements the intersection's LOS is mitigated to be consistent with the 2024 FY-NB scenario prior to the inclusion of site traffic.

5.0 Recommended Improvements And Conclusion

The comparison of the 2024 FY-B analysis results with the 2024 FY-NB analysis indicated that two intersections require improvements in the study area. Harrisburg Road at Patterson Lane/Shopping Center Driveway met criteria to construct a northbound left turn lane and eastbound left turn lane. Due to increased delay in the AM peak of the FY-B scenario at the intersection of Harrisburg Road and Calvin Hall Road/Elmsbrook Lane, an eastbound yield-controlled slip right turn lane is recommended.

The recommended improvements as a part of this Traffic Impact Analysis are summarized in Table 5.1 and the recommended lane geometry can be seen in Figure 10.

Table 5.1: Recommended Improvements

Intersection	Improvements
US 521 at SC 160/Overhill Drive	• No improvements are recommended at this intersection.
SC 160 at Harrisburg Road	• No improvements are recommended at this intersection.
SC 160 at Lowe's Driveway	• No improvements are recommended at this intersection.
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Provide a northbound left turn lane with 150 ft of storage and appropriate taper • Provide an eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

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Campco Engineering, Inc.
Consulting Engineers since 1974

MEMORANDUM

DATE: March 24, 2021

PROJECT: Traffic Impact Study for Patterson Lane Apartments

CE: 9805

RE: TIA Compliance Ordinance Review

****

Campco Engineering, Inc. has completed a review of a traffic impact study entitled "Traffic Impact Study for Patterson Lane Apartments" prepared by STV Inc. and dated February 2021. The study report estimates traffic that may be generated by the proposed development and its impact on the surrounding roadway system. The study included intersection analyses and results for the following intersection locations:

- Charlotte Hwy (US 521) & Fort Mill (SC 160)/Overhill Drive
- Fort Mill Hwy (SC 160)/Harrisburg Road
- Fort Mill Hwy (SC 160)/Lowe's Driveway
- Harrisburg Road & Patterson Lane/Shopping Center Driveway
- Harrisburg Road & Calvin Hall Road/Elmsbrook Lane

The Traffic Impact Study was reviewed for compliance to the standard practices and procedures for traffic impact analyses, as defined in Section 6.8 of the Lancaster County Unified Development Ordinance (UDO).

The results of our review show that standard practices and procedures for traffic impact analyses were followed in development of the study. However, several items were identified during the review and should be addressed as follows:

Section 4.4 Harrisburg Road at Patterson Lane/Shopping Center Driveway, Page 16-17

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster UDO. Tables 4.11 and 4.12 indicate the Westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.

- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.

- Arterial facilities require a minimum LOS of D
- Collector/local facilities require a minimum LOS of C

Further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by Lancaster's UDO. Please provide analysis and recommend improvements in order to meet a minimum LOS requirement.

Please contact our office if you have any questions or need further assistance.

Submitted by,
Campco Engineering, Inc.



Robert L. Walsh, PE

cc: Rox Burhans, Development Services Director

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RESPONSE TO COMMENTS MEMORANDUM

TO: Robert L. Walsh, PE, Campco Engineering Inc.

FROM: STV Engineers, Inc.

DATE: April 2021

SUBJECT: Patterson Lane Apartments, Indian Land, SC

Thank you for providing comments on behalf of Lancaster County. We have read through these comments and the Lancaster County Unified Development Ordinance (UDO) to provide a response.

After review of the Lancaster County UDO, it is understood that LOS C or better shall be maintained for collector or local streets, and LOS D or better shall be maintained for arterial or higher order streets. However, where the existing LOS is below these standards, the traffic impact analysis shall identify improvements required to result in no net reduction in LOS, and identify additional improvements to raise the level of service to the adopted LOS standards.

The sections below detail the necessary improvements to satisfy Lancaster County UDO standards for each study intersection.

Harrisburg Road at Patterson Lane/Shopping Center Driveway

The following comment was provided on this intersection:

Include the mention of all approaches that fall below the minimum LOS required in the Lancaster UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.

The westbound approach is part of a one-way westbound movement private driveway from the existing shopping center located opposite the proposed site access driveway. Field observations noted that the one-way aspect of the driveway is not adhered to as traffic does enter the driveway from Harrisburg Road. Future build improvement models were modified to test a scenario where drivers adhered to the one-way egress operations of the private driveway. Additionally, a second westbound egress lane was modeled to separate left and right turns from the shopping center access. Along with the already included improvements in the TIA of a northbound left turn lane and an eastbound left turn lane, this resulted in LOS B/C for the AM/PM peaks on the westbound approach, as seen in Table 1. Adequate pavement is currently available for two egress lanes; however, this would be an improvement outside of the public right-of-way.

Additionally, the below comment was provided on this intersection:

Tables 4.11 and 4.12 also indicate that the eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C

for collector/local roads. Review and revise accordingly.

Overall, the unsignalized intersection of Harrisburg Road at Patterson Lane is expected to operate with 6.2 and 7.6 seconds of delay per vehicle in the morning and afternoon peak hours, respectively. It is typical for peak hour delay to be encountered by traffic on the stop sign-controlled side street approaches at unsignalized intersections.

With the addition of the recommended improvements, consisting of a separate eastbound left turn lane and a right turn lane, the eastbound approach of Patterson Lane is expected to operate at LOS D in both the AM and PM peak hours in the 2024 FY-B+I condition. Other recommended improvements at the intersection include providing a northbound left turn lane on Harrisburg Road to facilitate traffic movements entering the site as well as enhancing safety by separating left turn movements from through traffic.

With the recommended improvements in the submitted TIA along with enforcing the westbound approach as one-way, Table 1 presents the LOS for the eastbound and westbound approaches.

Table 1: Harrisburg Road at Patterson Lane/Shopping Center Driveway LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
EB Approach (Patterson Lane)	C	24.3	D	26.6
WB Approach (Shopping Center Driveway)	B	12.9	C	21.6

The following additional potential improvements were evaluated for the 2024 FY-B+I condition to determine the feasibility of attaining an operation of LOS C on the eastbound approach:

- Installing a southbound right turn lane on Harrisburg Road: The estimated traffic volumes did not meet SCDOT warrants for right turn lanes. Additionally, the installation of a southbound right turn lane was analyzed and would not reduce delay on the eastbound approach, and would not improve the approach operation to LOS C.
- Installing a traffic signal at the intersection of Harrisburg Road and Patterson Lane, with results in Table 2.

Table 2: Harrisburg Road at Patterson Lane/Shopping Center Driveway Signal LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	A	6.3	A	8.9

While the LOS at the intersection would be expected to be LOS A, the estimated 2024 FY-B

condition volumes at the intersection of Harrisburg Road and Patterson Lane likely would not meet minimum MUTCD signal warrant volumes. Additionally, traffic would be inhibited along Harrisburg Road from its current free flow movement. Therefore, installation of a traffic signal at the intersection is not recommended.

REMAINING INTERSECTIONS

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.

- *Arterial facilities require a minimum LOS of D*
- *Collector/local facilities require a minimum LOS of C*

Further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by Lancaster's UDO. Please provide analysis and recommend improvements in order to meet a minimum LOS requirement.

Discussion on each of the remaining four intersections is outlined below.

US 521 at SC 160/Overhill Drive

Under existing conditions, the intersection of US 521 at SC 160/Overhill Drive operates at LOS D/E in the AM/PM peak hours, which does not satisfy Lancaster County UDO standards for LOS D or better on arterials. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the intersection is expected to operate at LOS D/F in the AM/PM peak hours in the 2024 FY-NB condition.

The existing intersection includes left turn lanes on all approaches, with dual left turn lanes provided on the northbound, southbound and eastbound approaches to the intersection. Separate right turn lanes are provided on each approach.

The 2045 Long Range Transportation Plan includes an unfunded project to improve US 521 from Jim Wilson Road to the Mecklenburg County line. The project description notes US 521 would be widened to 7 lanes in the section where this intersection is located.

In order to achieve LOS D or better operation at the intersection in the 2024 FY-NB condition, an analysis was performed incorporating the US 521 widening, a third eastbound left turn lane, and a third northbound left turn lane with additional receiving lane. These improvements were necessary to meet the Lancaster County UDO requirements of LOS D or better on arterials. The results of the analysis are outlined in Table 3.

Table 3: US 521 at SC 160/Overhill Drive 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	28.2	D	46.8

With the previously described improvements needed to achieve LOS D or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 4.

Table 4: US 521 at SC 160/Overhill Drive 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	28.3	D	47.7

The background improvements applied to the 2024 FY-NB condition, in order to meet Lancaster County UDO requirements, would also be adequate with the addition of the site traffic. There is a minimal increase in delay of 0.1 seconds in the AM peak and 0.9 seconds in the PM peak with the added site traffic.

SC 160 at Harrisburg Road

Overall, the unsignalized intersection of SC 160 at Harrisburg Road is expected to operate with 1.5 and 3.4 seconds of delay per vehicle in the FY-B condition in the morning and afternoon peak hours, respectively.

The existing LOS on the southbound approach at this intersection, which is limited to right turn in/out movements, is LOS B in both the AM and PM peaks. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the southbound approach of the intersection is expected to operate in the 2024 FY-NB condition at LOS B/C in the AM/PM peaks. In the 2024 FY-B condition, the southbound approach is expected to operate at LOS B/D.

Based on the Lancaster County UDO standards, the LOS in the AM peak satisfies the LOS requirement for collectors/local streets. However, based on the LOS results of the southbound approach, the PM peak does not satisfy the Lancaster County UDO requirements. The delay increases by only 4.3 seconds from 20.8 seconds per vehicle in the 2024 FY-NB condition to 25.1 seconds per vehicle in the 2024 FY-B condition. The 25.1 seconds per vehicle delay on the southbound approach, while classified as LOS D, is only 0.2 seconds above being classified as LOS C.

If the previously discussed intersection improvements needed to address the 2024 FY-NB condition at the US 521 at SC 160/Overhill Drive intersection were incorporated, the additional third lane on westbound SC 160 required to receive the triple left turn lane traffic from northbound US 521 would improve the operation of the southbound approach of Harrisburg Road to LOS C. While this would satisfy Lancaster County UDO standards, the associated improvements at US 521 are necessary to accommodate 2024 FY-NB conditions and are not the result of the additional traffic generated by the proposed development.

SC 160 at Lowe's Driveway

Overall, the unsignalized intersection of SC 160 at Lowe's Driveway is expected to operate with 1.6 seconds of delay per vehicle and 18.7 seconds of delay per vehicle in the FY-B condition in the morning and afternoon peak hours, respectively.

The existing LOS for the northbound approach at this intersection is LOS C in the AM peak and LOS F in the PM peak. Under the existing conditions this intersection does not satisfy Lancaster County UDO standards for LOS C or better on collector/local roads. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the northbound approach of the intersection in the 2024 FY-NB condition is expected to operate at LOS D/F in the AM/PM peaks.

Alternatives to meet UDO standards for the 2024 FY-NB condition were considered. One improvement option to improve the LOS on the northbound approach exiting Lowe's is to limit the existing full access intersection to restrict egress left turns from the driveway. Restricting the northbound approach in this way will satisfy the Lancaster County UDO standards of attaining LOS C or better operation on collector/local roads, as seen in Table 5.

Table 5: SC 160 at Lowe's Driveway 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Northbound Approach (Lowe's Driveway)	B	11.7	B	13.5

While this improvement satisfies UDO requirements, it would require coordination with a private landowner to agree to modify their existing driveway to eliminate the northbound left turn, since this is outside of the public right-of-way. In addition to improvements on the driveway, median work would be required to channelize the westbound left turn along SC 160 as well as restricting northbound left turn movements from the private driveway.

With the previously described improvements needed to achieve LOS D or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 6.

Table 6: SC 160 at Lowe's Driveway 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Northbound Approach (Lowe's Driveway)	B	11.7	B	13.5

The background improvements applied to the 2024 FY-NB condition, in order to meet Lancaster County UDO requirements, would also be adequate with the addition of the site traffic. There is

no increase in delay in the AM or PM peaks with the added site traffic.

Harrisburg Road at Calvin Hall Road/Elmsbrook Lane

The existing LOS at this intersection is LOS B for both the AM/PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS E/F in the AM/PM peaks. The increase in delay in the 2024 FY-NB scenario can be attributed to a four percent compound annual growth rate and traffic volumes for six approved developments added to existing volumes to develop future no-build volumes. An analysis review of the intersection using SIDRA software indicates that right turn lanes on the southbound, eastbound, and northbound approaches would be required in 2024 FY-NB conditions to achieve LOS C overall to satisfy the Lancaster County UDO standards for collector/local roads. This is outlined in Table 7.

Table 7: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	23.2	C	21.5

With the previously described improvements needed to achieve LOS C or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 8.

Table 8: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	24.1	C	24.0

The TIA as submitted noted deficiencies at the intersection with the inclusion of background growth and approved developments. A recommended improvement was included for a 100 ft eastbound right turn lane to mitigate the delay incurred directly as a result of the development. Upon SCDOT review of the TIA, the department did not support the recommendation to construct an eastbound yield-controlled right turn lane and required no further improvements to be provided at this intersection prior to finalizing the TIA.

CONCLUSION

The table below outlines the intersection's approach or overall operations that do not satisfy Lancaster County UDO standards. Also summarized below are the potential solutions described above, and the resulting recommendations.

Intersection	Lancaster County UDO Discrepancy	Potential Solutions	Recommendation
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Westbound approach (private driveway) worse than LOS C • Eastbound approach (site driveway) worse than LOS C	• Re-stripe westbound approach to provide dual egress lanes along with additional signage to enforce one-way operations of driveway	• Potential solution to restrict movements would have to be implemented by other private landowners outside of the public right-of-way
US 521 at SC 160/Overhill Drive	• Overall intersection worse than LOS D	• A third northbound/southbound through lane • A third northbound left turn lane with receiving lane • A third eastbound left turn lane	• Potential solution required to address existing/no-build conditions • No improvement recommended due to minimal delay increase from development traffic
SC 160 at Harrisburg Road	• Southbound approach worse than LOS C	• Third westbound lane on SC 160	• Potential solution required to address existing/no-build conditions • No improvement recommended due to minimal delay increase from development traffic
SC 160 at Lowe's Driveway	• Northbound approach (private driveway) worse than LOS C	• Restrict northbound approach to right-out only	• Potential solution to restrict movements would have to be implemented by other private landowners outside of the public right-of-way • No improvements are recommended due to minimal delay increase from development traffic
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Overall roundabout intersection worse than LOS C	• Provide a southbound, eastbound, and northbound right turn lane	• Potential solution required to address existing/no-build conditions • An eastbound right turn lane was recommended but not supported by SCDOT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1739 / Planning Case Number: DA-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Attorney
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Request to approve a Development Agreement with the intention of developing a 352-unit multifamily apartment development in the MX District.

The applicant has requested to rezone 6.4 acres to MX District for a combined 26.4 acres when combined with the adjacent parcel to the north and west (see Staff Report for RZ-2020-2740). The intent is to build a 352-unit multifamily apartment development.

Points to Consider:
Arlington Properties has requested to rezone a 6.7 acre parcel from Neighborhood Business (NB) to Mixed Use (MX) District. Pursuant to Unified Development Ordinance (UDO) Section 9.2.18.A.3, Development Agreements (DA) are required for all land development projects that seek rezoning to a mixed-use zoning district.
The Development Agreement (Exhibit 1 to Ordinance) has been submitted by the Developer. The proposed Development Agreement provides for payment of public safety fees in the amount ($1,468.00) identified in the Lancaster County's Impact Fee Study. The developer fee to Lancaster County School District is in the amount of $500.00

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed Development Agreement.

Recommendation:
The Planning Commission voted 7-0 to recommend **approval** of the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1739	5/3/2021	Ordinance
Exhibit 1 to Ordinance 2021-1739, Development Agreement	6/3/2021	Exhibit
Staff Report	4/13/2021	Planning Staff Report

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1739

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH ARLINGTON PROPERTIES, INCORPORATED, FOR A DEVELOPMENT PROJECT LOCATED AT THE INTERSECTION OF PATTERSON ROAD AND HARRISBURG ROAD, LANCASTER, SOUTH CAROLINA, ESTABLISHING THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) William Morris of Arlington Properties, Incorporated, ("Arlington") has applied to rezone (Proposed Ordinance 2021-1737) a total of 6.4 acres of real property to Mixed Use (MX) be combined with adjacent existing MX properties to form a 26.4-acre development project. The intent is to build a 352-unit multifamily apartment development.

(b) The Development Agreement has been submitted and requested by Arlington pursuant to the UDO requirement that all land development projects that seek rezoning to a mixed-use zoning district by governed by a development agreement and so that Arlington will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.

(c) Proposed Ordinance 2021-1738 seeks approval of the MXU Master Plan for the Patterson Lane Multifamily Project subject to the Development Agreement.

(d) The Development Agreement attached hereto and incorporated herein as **Exhibit "1"** is authorized by the South Carolina Local Government Development Agreement Act (the "Act"), S.C. Code Ann. § 6-1-30 *et. seq.* and satisfies the terms and conditions of the Act.

(e) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.

(f) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds and real property for the provision of public facilities and services described and identified in the Development Agreement.

(g) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a unanimous vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "1**" is approved by the Council of Lancaster County.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 14th day of June 2021 ("Agreement Date"), by and between Arlington Properties, Inc., an Alabama corporation ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 25.86 acres, more or less, located in the County and known as the Patterson Lane development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel No. 0005-00-091.02, one of six parcels comprising the Property, be rezoned to Mixed Use (MX) District, the remaining parcels comprising the Property being already zoned MX District, requesting that the Property be developed under the Mixed Use ("MX") District;

WHEREAS, Developer has also submitted an application to the County requesting approval of the MX District Master Development Plan for the Property;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development;

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means June 14, 2021.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020.

(4) "County" means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

(5) "County Council" means the governing body of the County.

(6) "Developer" means Arlington Properties, Inc., an Alabama corporation, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2021-1737" means Ordinance No. 2021-1737 of the County, zoning Tax Parcel No. 0005-00-091.02, one of six parcels comprising the Property, to Mixed Use (MX) District (the remaining parcels comprising the Property being already zoned MX), a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2021-1739" means Ordinance No. 2021-1739 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-4.

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

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

Section 1.04. Property. This Agreement applies to six (6) parcels of land identified as Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00 and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Five (5) of the parcels comprising the Property are currently zoned Mixed Use (MX) District and Tax Parcel 0005-00-091.02, the sixth parcel comprising the Property, is anticipated to be rezoned MX District (from NB District) pursuant to Ordinance No. 2021-1737.

Section 1.06. Development Program.

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control.

(C) The Development Program for the Property is set forth in the MX District Master Development Plan for the Property which has been approved by the County Council pursuant to Resolution No. 2021-1738. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not

create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

(C) Developer acknowledges and agrees that it and its successors and assigns (*i*) are responsible for the development of the Property if and when Developer acquires title to and Development Rights for the Property, and (*ii*) if Developer develops the Property, Developer will develop the Property in accordance with the terms and conditions of this Agreement.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with the County's Comprehensive Plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1739 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-1739 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and thus has an equitable interest therein.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the MX District Master Development Plan described in Section 1.06(C), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021- 1737, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. In addition, subject to the provisions of Section 3.03(A) of this Agreement, all rights and prerogatives accorded Developer by this Agreement shall immediately also constitute vested rights for the development of the Property including vested rights pursuant to the Vested Rights Act and the provisions of Ordinance No. 673, for the term of this Agreement and the maximum period for vesting rights under the Vesting Rights Act. Section 3.03(A) of this Agreement does not abrogate any rights either preserved by S.C. Code § 6-31-140, Ordinance No. 663, Ordinance No. 673, the UDO, or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

Subject to the provisions of S.C. Code § 6-31-140, the County shall not apply subsequently adopted laws or regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent laws or regulations are not in conflict with the Current Laws and Land Development Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

(1) Site plan or preliminary plan approval;
(2) Civil plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. In the event of the sale, transfer, or other conveyance of all or a portion of the Property and compliance with the conditions set forth herein, Developer shall be released from any further obligations with respect to this Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted as Developer under the Agreement as to the portion of the Property so transferred.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure;

or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. Facilities for Development. Subject to compliance with applicable laws, all provisions of this Agreement and prior approval of construction plans by the County or other applicable governmental entity, Developer, at its cost and expense, shall install the requisite infrastructure, including transportation, water, and sanitary sewer infrastructure, for its Development of the Property, pursuant to Section 4.04 below and the Development Program set forth on Exhibit B as such Development proceeds pursuant to Exhibit C. Notwithstanding any provision herein to the contrary, Developer hereby assures the County that adequate infrastructure shall be available concurrent with the impacts of Development of the Property.

Section 4.01B. Payment for School District. Developer will pay Lancaster County Five Hundred and No/100 Dollars ($500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Public Safety. Developer agrees to pay Lancaster County One Thousand Four Hundred Sixty-Eight ($1,468.00) Dollars per housing unit which shall be paid when a building permit is issued (the "Public Safety Payment"). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be

adjusted using the Construction Cost Index calculated by the publication, Engineering New Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment become effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

Section 4.01E. Credit for Fees. In the event that the County approves or passes any future ordinance(s) (collectively, "Future Impact Fee Ordinance(s)") imposing or assessing impact fees of generally applicability to property development within the County and which Future Impact Fees are to be used or applied for the same purpose(s) for which the Developer Fees have been designated (collectively, "Future Impact Fees") and if the Future Impact Fees apply to the Developer's development of the Property, the Developer shall receive a credit toward such Future Impact Fees in the amount(s) equal to the Developer Fees which the Developer has paid or is obligated to pay pursuant to Sections 4.01B and 4.01C.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than June 1, 2022, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in

accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are

expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(E) Fire Services. The Property is in the Pleasant Valley Fire Department service area and fire services will be provided by the Pleasant Valley Fire Department, or its successor entities. Developer acknowledges that the Pleasant Valley Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Arlington Properties
Attn: William Morris, Development

2 North 20th Street, Suite 700
Birmingham, AL 35203

With a Copy to: Robinson Bradshaw
Attn: Benjamin A. Johnson
202 E. Main Street, Suite 201
Rock Hill, SC 29730

Section 5.02. Amendments.

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

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

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

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time, Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

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

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and

determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

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

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

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

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

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

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

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

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

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

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement, even if the County Council members change.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., March 1, 2022, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-1 and shown on Exhibit A-2. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

ARLINGTON PROPERTIES, INC.,
an Alabama corporation

_____ By: _____
Name:
Title:
_____ Date: _____

_____ By: _____
Name:
Title:
_____ Date: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for the State of _____, do hereby certify that Arlington Properties, Inc., by _____, its _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2021.

_____ (SEAL)
Notary Public for State of _____
My commission expires:_____
Print Name: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that LANCASTER COUNTY, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____day of June 2021.

_____ (SEAL)
Notary Public for State of South Carolina
My commission expires:_____
Print Name: _____

Exhibit A

MEASURED COMPOSITE PROPERTY DESCRIPTION.
ALL that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows:

BEGINNING at a calculated point located in the right-of-way of Harrisburg Road, a 66-foot right-of-way as shown in Plat Book 2017, page 19 of the Lancaster County Register of Deeds; THENCE with the northern property line of Tyndall Family Enterprises (now or formerly) as described in Deed Book 303, page 42 North 78 degrees 32 minutes 50 seconds West, a distance of 1667.04 feet to a calculated point (passing an existing iron at 35.11 feet and at 1,503.32 feet); THENCE with the property line of Capital Club SC Apartments LLC (now or formerly) as described in Deed Book 1079, page 153 North 36 degrees 49 minutes 44 seconds West, a distance of 624.47 feet to an existing iron (passing an existing iron at 282.50 feet); THENCE with the property line of D.R. Horton Inc. (now or formerly) as described in Deed Book 1035, page 19 the following nine (9) courses and distances: 1) North 73 degrees 44 minutes 23 seconds East, a distance of 581.11 feet to a calculated point; 2) THENCE South 23 degrees 12 minutes 41 seconds East, a distance of 341.87 feet to a calculated point; 3) THENCE South 23 degrees 52 minutes 03 seconds East, a distance of 39.14 feet to a calculated point; 4) THENCE South 36 degrees 46 minutes 03 seconds East, a distance of 151.94 feet to a calculated point; 5) THENCE South 72 degrees 58 minutes 13 seconds East, a distance of 117.68 feet to an existing iron; 6) THENCE North 16 degrees 05 minutes 26 seconds West, a distance of 585.58 feet to an existing iron; 7) THENCE North 37 degrees 17 minutes 51 seconds West, a distance of 219.12 feet to an existing iron; 8) THENCE North 43 degrees 20 minutes 12 seconds East, a distance of 185.43 feet to an existing iron; 9) THENCE South 44 degrees 17 minutes 24 seconds East, a distance of 246.83 feet to an existing iron; THENCE with the southern property line of Douglas J.W. Elms (now or formerly) as described in Deed Book B006, page 2895 South 79 degrees 16 minutes 32 seconds East, a distance of 501.00 feet to an existing concrete monument (passing an existing monument at 52.45 feet); THENCE with the property line of Robert L Barr (now or formerly) as described in Deed Book 817, page 246 the following four (4) courses and distances: 1) South 12 degrees 28 minutes 26 seconds West, a distance of 461.94 feet to a calculated point; 2) THENCE South 76 degrees 53 minutes 22 seconds East, a distance of 154.04 feet to a 1 inch pinched pipe; 3) THENCE South 09 degrees 52 minutes 39 seconds East, a distance of 210.12 feet to an existing iron; 4) THENCE North 84 degrees 30 minutes 44 seconds East, a distance of 474.18 feet to a calculated point (passing an existing PK Nail at 439.23 feet); Thence within the western right-of-way of the aforementioned Harrisburg Road the following three (3) courses and distances: 1) South 00 degrees 15 minutes 35 seconds West, a distance of 160.81 feet to a calculated point; 2) THENCE South 05 degrees 45 minutes 17 seconds East, a distance of 139.34 feet to a calculated point; 3) THENCE South 11 degrees 06 minutes 29 seconds East, a distance of 144.94 feet to a calculated point, which is the POINT OF BEGINNING, having an area of 26.360 Acres, more or less.


Topographic Survey of
Patterson Lane
Indian Land
Lancaster County
South Carolina
prepared for:
Arlington Properties
HARRISBURG RD
PRELIMINARY

Exhibit B

Development Program

MX District Master Development Plan

[Attached]

Modification of Development Program: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	0 units
4	352 units (Estimated Completion)
5	0 units
Total	352 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 352 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Donna S. Patterson (Tax Parcel No. 91.05); Donna S. Patterson and Mark Bing (Tax Parcel No. 91.01); Jonna P. Barber (Tax Parcel No. 91.04); Derek S. Patterson (Tax Parcel No. 91.06); Alan D. Patterson and Dallene P. Smith (Tax Parcel No. 96.00); and Donna S. Patterson, Alan D. Patterson, and Dallene P. Smith (Tax Parcel No. 91.02) are the legal and equitable owners of the Property, except to the extent that Arlington Properties, Inc. has contractual rights to acquire the Property and is the equitable owner of the Property.

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

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

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

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

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

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

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the*

necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

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

(J) *a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens.* See Article IV.

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

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

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

(N) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.

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

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

(Q) *a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest.* See Section 5.02.

(R) *a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a "major modification" means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement.* See Section 5.02.

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates.* See Sections 1.07 and 5.02.
(T) *a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement.* See Section 5.02

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

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

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

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

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

(Z) *a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards.* See Section 4.04.

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021-1737 zoning one of the six properties subject to the Development Agreement to Mixed Use (MX) District attached hereto as Exhibit-1.
2. Ordinance No. 2021-1739, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2020-1737

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2020-1739

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[**The UDO, updated to the effective date of Ordinance 2021-1739, will be signed by Lancaster County and Developer and maintained by Lancaster County Development Services**]

Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

PROPOSAL:	Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.
COUNCIL DISTRICT:	District 7, Brian Carnes

Arlington Properties has requested to rezone a 6.7 acre parcel from Neighborhood Business (NB) to Mixed Use (MX) District (*see Staff Report for RZ-2020-2740*). This parcel would be combined with five others parcels that are currently zoned MX District for a combined 26.4 acres to be developed as a 352-unit multifamily apartment project.

Unified Development Ordinance (UDO) Section 9.2.18.A.3, Development Agreements (DA) are required for all land development projects that seek rezoning to a mixed-use zoning district.

The applicant submitted the proposed Development Agreement enclosed with this memo. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA).

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on May 10, 2021 (first reading of the ordinance). The Development Agreement does not include any proposed impact fees, which will be discussed with County Council.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Jamie Gilbert/Economic Development and Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Submission of a grant under the 2021 S. C. Department of Commerce Site Enhancement Program.

Points to Consider:
The proposed grant would fund clearing and grading of Site 4 at the Lancaster County Air Rail Park. The site would be capable of handling a 100,000 square foot building which could eventually handle up to 300,000 square feet of space.

Economic Development Director Jamie Gilbert will discuss at the meeting our need for product in order to remain a viable site for industry looking to locate in this area.

This grant would give us an excellent opportunity to develop this parcel with roughly 50% grant funding.

Funding and Liability Factors:
Total cost estimate, including a 10% contingency, is $618,450. This is an "all in" price.

We are seeking a $300,000 grant from Commerce which would leave us with a local grant match of $318,450.

Jamie is confident that we will receive $50,000 in funding from Duke Energy but we do not have a commitment letter at the time of this report. If that changes prior to the Council meeting Jamie will advise of such at the meeting.

As always, the 10% contingency would not be spent unless needed.

Council Options:
Approve or reject the grant application. If approved this will trigger the need to (1) include funding for such in the budget (already planned); and (2) notify Commerce of the action of Council.

Recommendation:
Approve the submission of the grant and commitment to provide matching funds by way of motion.

ATTACHMENTS:

Description	Upload Date	Type
Cover Letter for Grant	6/5/2021	Exhibit
Funding Letter for Grant	6/5/2021	Exhibit
Site Plan for Pad 4	6/5/2021	Exhibit
Cost Estimates for Pad 4	6/5/2021	Exhibit
Commerce Flyer for Air Rail Park	6/5/2021	Exhibit

Lancaster County
WHERE BUSINESS IS GOLDEN

June 4, 2021

Ms. Jennifer Druce
Program Director
Product Development
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

Dear Jennifer,

The Lancaster County Department of Economic Development (LCDED) is pleased to provide the following submission package seeking a grant from the LocateSC Site Enhancement Initiative Program Round 6 for a graded pad site at the Lancaster Air Rail Park. The pad will be able to accommodate a 100,000 square foot industrial building and will be located at the end of the paved portion of the new Mt. Nebo Road Extension (Tax Map #0066-00-040.00).

The Lancaster Air Rail Park is a county owned industrial park located on SC 9, two miles west of the City of Lancaster. The light industrial park is home to Fancy Pokket and has approximately 88 acres of land available for development. Electric, water, sewer, natural gas, fiber and rail are all located within the park. A significant amount of due diligence work is available for the park as it went through the Duke Site Readiness Program in 2012 and was a South Carolina Certified Site from 2014-2018. The County has an asking price for the land of $10,000/acre.

For several years, the two top economic development needs in Lancaster County have been workforce development and available industrial product, with the latter being the most important for the recruitment of new manufacturers. The lack of available industrial product with either sufficient infrastructure and/or site work often removes Lancaster County from consideration for new manufacturing projects. We are working to change this.

In response to Lancaster County's need for improved and more attractive industrial product, LCDED is requesting a $300,000 Site Enhancement Grant that will allow us to have a cleared, graded and pad ready parcel at the Lancaster Air Rail Park for a 100,000 square foot industrial building. This improvement to the property, along with the current road extension to access it, will greatly enhance the attractiveness of this county owned site for a variety of manufacturers.

Lancaster County Department of Economic Development
1033 West Meeting Street, P.O. Box 1809, Lancaster, SC 29721
803-286-3603 (Phone) 803-288-4324 (Mobile)
jgilbert@lancastersc.net
www.lcded.com

The graded pad ready area is part of a larger parcel capable of accommodating up to 300,000 square feet of industrial space and will be the largest of two pad ready sites in Lancaster County.

Carlisle and Associates estimates the total cost of the project to be $618,450 and that the work can be completed in nine months. Lancaster County is prepared to commit $318,450 towards the cost of the project. This will be taken up by the Lancaster County Council at their upcoming meeting on June 14th and we are confident they will approve the funding. Per this letter and application, LCDED is requesting a $300,000 grant from the LocateSC Site Enhancement Program to undertake the graded pad project. The remainder of the funding for the project will come from the County appropriation and perhaps UTC money from some of our utility providers. As soon as the approval is granted, Steve Willis our County Administrator will provide a copy of the commitment letter for the application.

The LocateSC Site Enhancement funds are essential to preparing a pad ready site at the Lancaster Air Rail Park. The project, along with the road extension, will significantly enhance the park and make it more attractive to new industry.

Should you have any questions please contact me at 803-286-3633 or via email, jgilbert@lancastersc.net.

Thank you for your consideration.

Sincerely,

Jamie Gilbert, SCCED
Executive Director

Lancaster County
South Carolina

June 4, 2021

Ms. Jennifer Druce
Program Director; Product Development
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

RE: Letter of Financial Commitment

Dear Ms. Druce,

Please accept this letter that at second reading of the County Budget on June 14, 2021 I will request three hundred eighteen thousand four hundred and fifty dollars ($318,450) in county grant matching funds for the pad ready site at the Air Rail Park. This site would be capable of constructing a 100,000 square foot facility. This would be part of the 2021 Site Enhancement Grant program.

The overall cost for this project is $618,450 with $300,000 from the Site Enhancement Program and $318,450 in local funding.

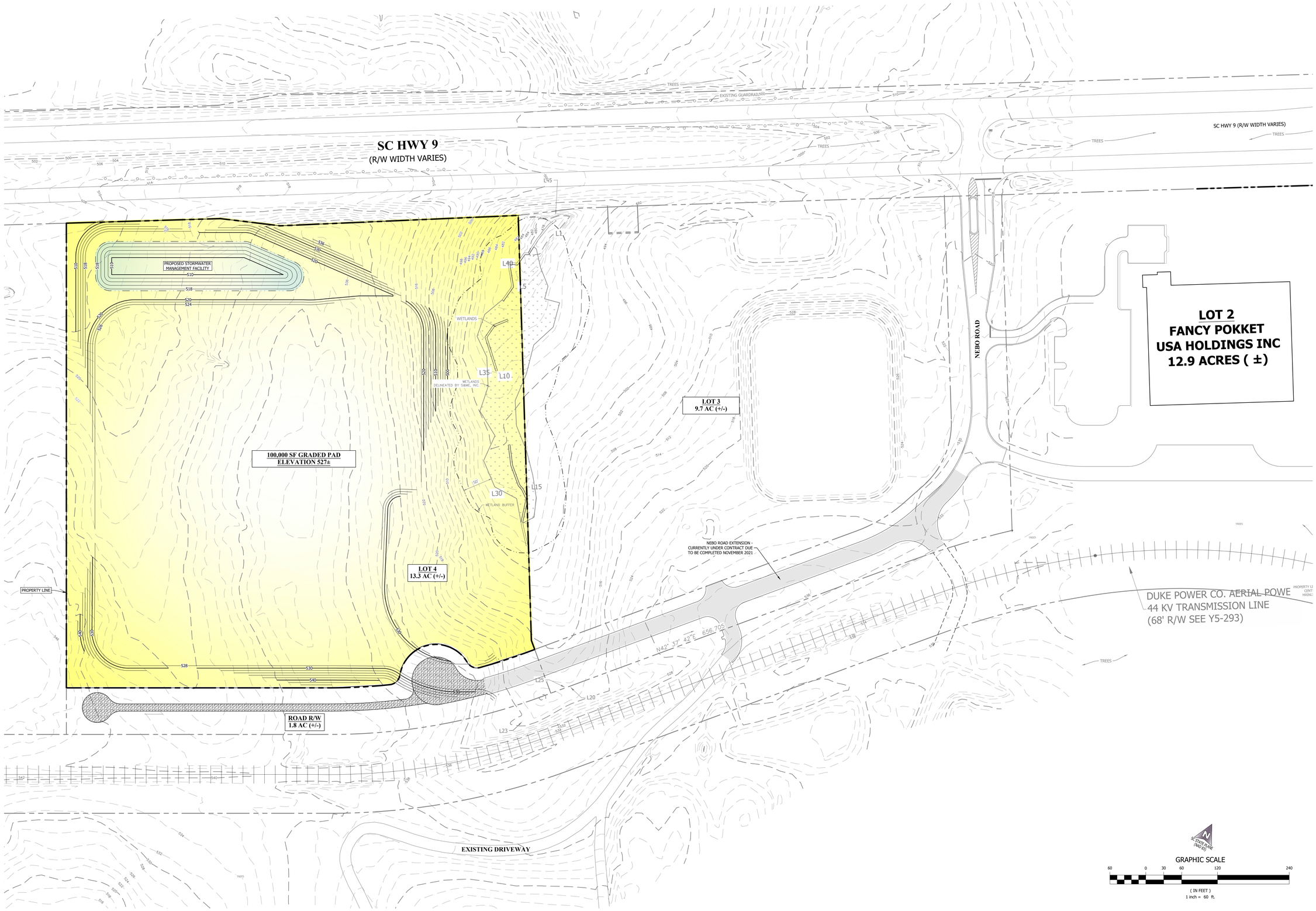
Thank you for the opportunity to partner with the Department of Commerce to bring more investment and more jobs to the great State of South Carolina!

With kindest regards, I am

Sincerely yours,

Steve Willis
County Administrator

SW/
cc: Steve Harper, County Council Chairman
Jamie Gilbert, Director of Economic Development



LOCATION	DATE	BY	APP.

REVISIONS

APPROVALS

PRINCIPAL-IN-CHARGE
RESCH

PROJECT ARCHITECT/ENGINEER
-

ARCHITECT OF RECORD
-

SITE ENGINEERING
RESCH

STRUCTURAL ENGINEERING
-

MECHANICAL ENGINEERING
-

ELECTRICAL ENGINEERING
-

DRAWN: EJR
DESIGNED: KRB
CHECKED: EJR

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Lancaster County
WHERE BUSINESS IS BOOMIN'

CARLISLE ASSOCIATES
ARCHITECTS
ENGINEERS
1015 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA
29201 803-252-3232

LANCASTER AIR RAIL PARK LOT 4 GRADED PAD
LANCASTER COUNTY, SOUTH CAROLINA

PROJECT TITLE

SHEET TITLE

PRELIMINARY GRADING PLAN

FILE NAME: BD21-040.dwg

DATE: 6/2/21

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NUMBER

C300

OF SHEETS

ESTIMATE OF PROBABLE CONSTRUCTION COST CARLISLE ASSOCIATES, INC. Owner: Lancaster County Project Name: Air Rail Park Lot 4 Graded Pad Location: Lancaster Air Rail Park, Lancaster, SC A/E Project # BD21-040		DATE: 06/02/2021 BASIS FOR ESTIMATE ___CODE A (NO DESIGN COMPLETE) _X_CODE B (PRELIMINARY DESIGN) ___CODE C (FINAL DESIGN) ___OTHER _____		CARLISLE ASSOCIATES ARCHITECTS ENGINEERS
ESTIMATE SUMMARY SHEET		ESTIMATOR: EJR		CHECKED BY: EJR
PROJECT SCOPE DESCRIPTION	Units	Qty	Unit Cost	TOTAL COST
A. Site Prep				
1. Site Clearing	AC	10	$3,500.00	$35,000.00
2. Topsoil Cut/Fill	CY	5,600	$5.00	$28,000.00
3. Excess Topsoil Stockpile	CY	2,000	$7.00	$14,000.00
4. Grading Cut/Fill	CY	82,000	$3.75	$307,500.00
5. Fine Grading	SY	11,000	$1.50	$16,500.00
6. Temporary Seeding	AC	10	$1,500.00	$15,000.00
7. Storm Drainage, (Various Size RCP)	LF	200	$50.00	$10,000.00
8. Storm Drain Inlets	EA	2	$2,500.00	$5,000.00
9. Rip Rap Aprons	EA	2	$3,000.00	$6,000.00
10. Final Seeding & Mulch	AC	10	$3,500.00	$35,000.00
11. Storm Water Basin Outlet Works	EA	1	$20,000.00	$20,000.00
12. Erosion & Sediment Control	LS	1	$12,500.00	$12,500.00
			Construction Subtotal:	**$504,500.00**
			Topographic Survey:	**$11,000.00**
			Geotech Investigation:	**$7,500.00**
			Civil Engineering/Permitting:	**$45,000.00**
			Construction Contingency, (10%):	**$50,450.00**
			Grand Total:	**$618,450.00**

The above cost estimate is based on the historic cost data from RS Means and other sources and should be considered a budget price only.

It is impossible to control the cost of labor, materials, equipment, or the contractors methods of determining price or competitive bidding, proposals or bids can not be guaranteed and may vary from the above estimated cost.

Lancaster Air Rail Park
SC 9 and Nebo Road
Lancaster, SC 29720

South Carolina Department of Commerce
Just right for business.

County	Lancaster
Municipality	Unincorporated
Zoning	Light Industrial
Tax Map ID	066-00-040.0, 0083-00-007.01, 0083-00-008.00, 0066-00-034.00, 0083-00-005.00
Park Status	Lancaster County Air-Dual Rail Park (Total Park Acreage: 101.00 Acres)
Location	SC 9 and Nebo Road
Landuse	Transportation (N) Forestry/Undeveloped (S) Residential (E) Residential (W)



Pricing

Pricing	For Sale/Build to Suit
Sale Price	$10,000 to $45,000 Per Acre
Anticipated Lease Rate	$5.50 to $7.00/sqft/year

Details

Total Available Acreage	646.00
Developable Acreage	520.00
Additional Acreage Available	None
Minimum Divisible Acreage	8.00
Max Contiguous Developable Site	350.00
Maximum Building Size	5,000,000.00
Site Improvements	Partially Cleared
Elevation Range	560' to 560'
Primary Soil Type	Clay Loam

Due Diligence

Cultural Resource Identification Survey	Completed
Boundary Survey	Completed
Protected Species Assessment	Completed
Preliminary Geotechnical Exploration	Completed
Phase 1 EPA Site Assessment	Completed
Topographical Survey	Completed
Wetlands Delineation	Completed

Utilities

Water Provider	City of Lancaster Water and Sewer
Nearest Water Line Size	8 inches
Distance to Nearest Water Line	On-Site
Wastewater Provider	City of Lancaster Water and Sewer
Nearest Sewer Line Size	6" (Force)
Distance to Nearest Sewer Line	On-Site
Natural Gas Provider	Lancaster County Natural Gas Authority
Nearest Gas Line Size	6" (Distribution)
Distance to Nearest Gas Line	On-Site
Alternative Gases	None Available
Electric Provider	Duke Energy
Telecomm Provider	Comporium Communications

Transportation

Road Serving Site	SC HWY 9 (4 Lanes)
Rail Access	Lancaster and Chester
Runway Access	No
Barge Access	No
Nearest Commercial Airport	Charlotte/Douglas International (42.00 Miles)
Nearest Interstate	I-77 (15.00 Miles)
Nearest Marine Port	Georgetown (154.00 Miles)
Nearest Inland Port	Inland Port Greer (90.00 Miles)
Nearest Intermodal Yard	NS Charlotte (42.00 Miles)

Lancaster Air Rail Park
Lancaster County
SC 9 and Nebo Road
Lancaster, SC 29720

South Carolina Department of Commerce
Just right for business.





























Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1741
Contact Person / Sponsor: Kimberly Belk/Budget Director and Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
The County Operating and Capital Budget for fiscal year 2021-2022.

The following are the proposed millage rates:

	Fiscal Year 2021	Proposed First Reading FY2022	Proposed Second Reading FY2022
Operating	**88.70**	**81.10**	**83.50**
Debt	7.60	8.50	8.50
Court	3.80	3.60	3.60
Capital	5.00	4.80	4.80
USCL	4.90	4.60	4.60

Mil Value:
FY2020-2021: 364,515
FY2021-2022: 409,344

Points to Consider:
Council heard the initial presentation of the budget at the Committee of the Whole meeting in April and a follow-up was given at the May Committee of the Whole meeting.

With the changes made at first reading, the total general fund budget is proposed at $69 million over the current budget of $66.3 million. The other fund budgets total $32.2 million compared to the current year budget of $37.2 million which has largely decreased due to capital projects reaching completion.

The budget is balanced and given that it is a reassessment year, the rollback millages are proposed with a .10 increase currently in the capital fund to balance and an additional 2.4 mils was used to fund changes in the general fund made at first reading. An updated list is attached which details those items added.

At first reading Council was briefed that language had been added to the budget ordinance concerning funding the career ladder for the Sheriff's Office if grant funding is to be renewed. Council seemed to have no objection to this. That being said, staff recommends an amendment at second reading to reflect the career ladder to be included in the budgets for the Kershaw Sheriff's Office and School District SRO contracts. This will allow staff to make necessary changes so the proposed contracts match the proposed budgets. This change will impact the bottom line of the general fund budget but will be offset with revenue provided from these jurisdictions.

Funding and Liability Factors:
Per SC State law, a budget must be approved by June 30 each year for the new fiscal year beginning July 1. This will set the county budget for next fiscal year.

Council Options:
An amendment is needed to align the budgets for Town of Kershaw Sheriff's Office and School Resource Officers with the

proposed contracts for those entities.

Council can choose to amend the budget to add or remove any other items as it deems necessary.

Recommendation:
Approve the budget with necessary changes.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1741 - Fiscal Year 2021-2022 Budget Ordinance	6/8/2021	Ordinance
Fiscal Year 2021-2022 Fee Schedule	5/28/2021	Ordinance
Administrator's FY2022 Budget Message	6/8/2021	Backup Material
Fiscal Year 21-22 General Fund Detailed Recommended Budget	6/8/2021	Backup Material
Fiscal Year 21-22 Other Funds Detailed Recommended Budget	6/7/2021	Backup Material
Items Added at First Reading	5/28/2021	Backup Material
Public Hearing Notices for Ordinance 2021-1741 and Fee Schedule	6/8/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1741**
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROPRIATE FUNDS AND APPROVE A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 (FY 2021-22); TO SET MILLAGE RATES FOR THE LEVY OF AD VALOREM TAXES; TO APPROVE A SCHEDULE OF TAXES, FEES AND CHARGES FOR FY 2021-22; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

a. County governments are authorized by Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended (the "Code"), to levy ad valorem property taxes and uniform service charges and to make appropriations for the functions and operations of the county.

b. Section 4-9-140 of the Code provides that county councils shall adopt annually and prior to the beginning of the fiscal year operating and capital budgets for the operation of county government and shall identify the sources of anticipated revenues necessary to meet the financial requirements of the adopted budget and to provide for the levy and collection of taxes necessary to meet all budget requirements except as provided for by other revenue sources.

c. Sections 6-1-80 and 6-1-320 of the Code contain substantive and procedural requirements for the approval of the annual budget.

d. The budget approved by this ordinance was adopted in accordance with the applicable substantive and procedural requirements of the Code.

Section 2. **Appropriations and Detailed Budget.**

A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2021 and ending June 30, 2022 ("FY 2021-22"):

APPROPRIATIONS	AMOUNT
Airport Fund	274,918
Capital Improvement Fund	2,333,820
Capital Project Sales Tax 2	10,500,000
County Debt	8,216,200
County Transportation Committee Fund	2,450,000
Court Mandated Security	1,703,580
E-911 Fund	843,240
General Fund	~~67,916,327~~ 69,307,197
Hospitality Tax Fund	1,600,000
Indian Land Fire Protection District Fund	1,013,870
Local Accommodations Tax Fund	115,000
Pleasant Valley Fire Protection District Fund	865,862
Victims Services Fund	57,000
State Accommodations Tax Fund	255,000
Stormwater Fund	1,959,005

B. Except as may be otherwise provided in this ordinance, the appropriations contained in subsection A of this section are maximum and conditional, and are subject to reduction by action of County Council if the County's revenues fail to be sufficient to pay the appropriation, to the end that the expenditures of the County for FY 2021-22 shall not exceed its revenues and available carry forward funds.

C. Monies appropriated in this ordinance must be expended in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the County, either existing or adopted subsequent to this ordinance.

D. The detailed operating budget for the County, as contained in the Annual Financial Plan, is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved as the detailed budget for Lancaster County.

E. 1. Certain monies are to be received by the County in the form of federal, state and local grants from non-county sources for specified public purposes and these monies, including any match, are budgeted for the specified public purpose upon the acceptance of the monies by majority vote of Council.

2. Donations received by the County from non-county sources for specified public purposes are budgeted for the specified public purpose.

3. The County may enter into a "lease financing agreement" to purchase capital items and the monies from these other financing sources and uses are budgeted upon approval by Council.

4. Budget amounts for encumbrances from the prior year will be automatically rolled forward and made as additions to the adopted budget.

6. Holiday bonuses are approved as budgeted and will be given to each employee who meets the requirements in a one-time, lump sum amount. All permanent, full-time employees who have been continuously employed with Lancaster County for at least three months and who have a start date on or before July 1, 2021 will be eligible to receive a bonus in the amount of $500. Permanent, part-time employees who have been continuously employed with Lancaster County and average 20 or more hours a week with a start date on or before July 1, 2021 will receive a bonus in the amount of $250.

7. To the extent that grant funding for positions within the Sheriff's Office is continued, the balance of wages and benefits approved within the budget for such positions are to be reserved for career ladder funding, to be used within any of the Sheriff's Office departments. Once the career ladder is fully funded, any use of remaining funds will need to be approved by Council.

Section 3. Tax Levy.

A. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on the following millage rates, which reflect the sales tax rollback factor:

General Fund	~~81.10~~ 83.50
Capital Improvement Fund	4.80
County Debt	8.50
USC-L	4.60

B. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on millage imposed pursuant to Section 6-1-320(B):

Courthouse Fire – New Security Requirements	3.60

The millage imposed pursuant to this subsection is imposed to address funding needs arising from the recent courthouse fire and solicitor's office fire, both of which Council determines are catastrophic events within the scope of Section 6-1-320(B), and to comply with the Order of the South Carolina Supreme Court dated September 12, 2008 requiring the County to provide security for all County buildings housing court operations and records.

Section 4. Fee Schedule.

For FY 2021-22, the taxes, fees and charges for the County are set at the levels provided in the Schedule of Taxes, Fees and Charges, attached to this ordinance as Exhibit A which is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved for use in FY 2021-22.

Section 5. Severability.

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

Section 6. Conflicting Provisions.

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

Section 7. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this 28th day of June, 2021

Ordinance No. 2021-1741

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

1st reading:	May 24, 2021
2nd reading:	June 14, 2021
3rd reading:	June 28, 2021
Public Hearing:	June 14, 2021

Approved as to form:

_____
County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2021-2022 ATTACHMENT TO ORDINANCE NO: 2021-1741

1.00 ANIMAL SHELTER FEES

1.01

Medical Services Rendered		
Altered Dog	Per animal	$90.00
Altered Cat	Per animal	$70.00
Unaltered Dog	Per animal	$25.00
Unaltered Cat	Per animal	$30.00
Unaltered Puppy (6 months & below)	Per animal	$10.00 (Max. $50.00)
Unaltered Kitten (6 months & below)	Per animal	$15.00 (Max. $50.00)
Microchip	Per animal	$10.00

1.02

Redemption Fees	
1st Offense with microchip *(must also pay applicable daily shelter fee)**	$20.00
1st Offense without microchip** *(must also pay applicable daily shelter fee)**	$30.00
2nd Offense (*must also pay applicable daily shelter fee)*	$50.00
3rd Offense *(must also pay applicable daily shelter fee)*	$100.00
4th/ Subsequent Offenses *(must also pay applicable daily shelter fee)*	$200.00

*First 24 hours free; **includes mandatory microchip

1.03

Shelter Fees	
Owner Surrender	$25.00
Daily shelter fee	$5.00
Euthanization fee	$25.00
Quarantine fee *(must also pay applicable daily shelter fee)*	$25.00

2.00 ASSESSOR FEES

Line maps	$5.00
Overlay maps	$15.00

3.00 AUDITOR FEES

Temporary tag fee *(does not include state charges)*	Per tag	$5.00
Copies	Per Page	$0.10

4.00 BUILDING DEPARTMENT FEES

Fees established by Section will be doubled if work starts prior to obtaining required permits.

4.01

Building Permits	
Description	**Fee Amount**
Floor area less than or equal 200 sq.ft.	*Exception: Building Permit fee required for Decks/ platform structures of any size greater than 18 sq. ft., based on estimated value of $25 per sq. ft.
	Minimum $25.00 Building Permits ~~be~~ required for one-story detached accessory structures which are valued at $5,000.00 and less or where Permit fee determined less by project review. Zoning permits are required for all structures.
Floor area greater than 200 sq. ft. for residential use	Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions.
No Inspection Exception for AG	Three fourths of one percent (0.0075) of estimated value. Valuation shall by determined by $10 per sq. ft. for Agricultural structures by land/use classification which require or not subsequent electrical, gas, mechanical, plumbing, or structural inspection. Zoning permits are required for all structures.

Plan Review	When a set of plans is required by Section ~~106~~107 of the International Building Code or by the building official and a plan review thereof, a plan review fee ~~shall be submitted at the time of submitting the plans and specification for checking said plan checking fee~~ shall be equal to one-tenth (1/10) of the building permit fee as set forth above.

1st Re-inspection	$50.00
2nd Re-inspection	$100.00
3rd/ Subsequent Re-inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*	$250.00

4.02

Electrical Permit Fees (Schedule of fees for individual permits for particular jobs)		
Minimum Permit Fee		$15.00
Valuation From/To		**Fee Amount**
$0	$500	$15.00
$501	$1,000	$20.00
$1,000	$150,000	$20.00 for the first one thousand, plus $1.50 for each additional thousand or fraction thereof
$151,000	Or More	$243.00 for the first $150,000.00, plus $2.00 for each additional thousand or fraction thereof
1st Additional Inspection		$50.00
2nd Additional Inspection		$100.00
3rd/ Subsequent Additional Inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*		$250.00

4.03

Gas Permit Fees	
Minimum Permit Fee	$15.00
Inspection Fees	Gas piping at one location - $5.00 for 1-4 plus $1.00 each additional outlet Burners/furnaces/incinerators - $5.00 for 1 plus $1.00 each additional unit Boilers/heating/air conditioning - $5.00 for 1 plus $1.00 each additional unit Vented wall furnaces/water heaters - $5.00 for 1 plus $1.00 each additional
1st Re-inspection	$50.00
2nd Re-inspection	$100.00
3rd/ Subsequent Re-inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*	$250.00

4.04

Mechanical Permit Fees	
Minimum Permit Fee	$25.00
Valuation of $2,500 or Greater	$25 plus $2 per thousand or fraction thereof
Inspection Fees	
Inspection - Heating/ventilating/ductwork/AC and refrigeration systems - First $1,000 or fraction thereof of valuation - Each additional $1,000 or fraction thereof of valuation	 $10.00 $2.00
Inspection - Repair/alterations/additions to an existing system - First $1,000 or fraction thereof of valuation - Each additional $1,000 or fraction thereof of valuation	 $5.00 $2.00
Inspection - Boilers (based on BTU input / 1 KJ = 1.055 BTU / 1 BHp = 33,475 BTU) - 33,000 to 165,000 BTU - 165,001 to 330,000 BTU - 330,001 to 1,165,000 BTU - 1,165,001 to 3,300,000 BTU - 3,300,001 or more	 $5.00 $10.00 $15.00 $25.00 $35.00
1st Re-inspection	$50.00
2nd Re-inspection	$100.00
3rd/ Subsequent Re-inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*	$250.00

4.05

Mobile Home Permit Fees		
Mobile Home - de-title	Per Instance	$50.00
Mobile Home - placement and set-up	Per Instance	$225.00

1st Re-inspection	$50.00
2nd Re-inspection	$100.00
3rd/ Subsequent Re-inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*	$250.00

4.06

Plumbing Permit Fees		
Water Heater Changeout		$10.00
Minimum Permit Fee		$15.00
Valuation From/To		**Fee Amount**
$0	$1,000	$15.00
$1,001	$5,000	$25.00
$5,001	Or More	$25.00 for the first $5,000.00, plus $3.00 for each additional thousand or fraction thereof
1st Re-inspection		$50.00
2nd Re-inspection		$100.00
3rd/ Subsequent Re-inspections *(reinspection fee increases $250.00 per additional inspection after 3rd)*		$250.00

4.07

Swimming Pool Permit Fees		
Valuation From/To		**Fee Amount**
$0	Or More	Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions.

4.08

Building Department Miscellaneous Fees	**Unit**	**Amount**
Appeal from action of building official	Per Instance	$200.00
Moving fee - any building or structure	Per Instance	$50.00

5.00 CLERK OF COURT FEES*
Amended to conform with Section 8-21-310, Code of Laws of South Carolina, 1976

Bonds			$10.00
Bondsmen			
	In county		$150.00
	Out of county		$100.00
Copies	Certified Copies		$2.50
Common pleas fees:			
	Appeals		$150.00
	Arbitration		$10.00
	Confession		$10.00
	Filing summons and complaint		$150.00
	Foreign judgment		$100.00
	Judgment		$10.00
	Lis Pendens		$10.00
	Motion		$25.00
	Transcript		$35.00
Peddlers License			$150.00
Enrolling notary public			$10.00
Expungement			$35.00
Mechanic's lien if a bond is involved			$10.00
Issuing an official certificate under the seal of the court not otherwise specified in this section			$10.00
Filing a first complaint or petition, including an application for a remedial and prerogative writ and bond in a civil action or proceeding			$100.00
Order for the Destruction of Arrest Records		Per order	$35.00
Order for bail, whether or not surety must be justified			$10.00

Pursuant to State law, fee changes are effective August 1, 2019

6.00 CORONER FEES

6.01

Cremation Fees	
Cremation by Coroner's Office (Cremation Fee - $800/ Administrative Fee - $200/ Transport Fee - $200) - 10 month payment plan available	$1,200.00

6.02

Permit Fees	
Cremation Permits	$25.00

6.03

Report Fees * Note: *Fees will not apply to reports marked "NOT FOR LEGAL USE" provided to surviving family members.*	
Autopsy Reports	$100.00
Coroner's Reports	$75.00
Photographs	$2.00
Toxicology Reports	$100.00

7.00 EMERGENCY MANAGEMENT/ FIRE SERVICE FEES

7.01

Fire Marshal/Fire Service Fees		
1st Additional Inspection		$50.00
2nd Additional Inspection		$100.00
3rd Additional Inspection		$250.00
Inspection fee increase per inspection following 3rd inspection		$250.00
Response to false alarms in excess of 3 in any calendar year	per instance	$100.00
Fire Alarm Plan Review		$100.00
Fire Sprinkler Plan Review Fee		$100.00
Alternate Fire Suppression Plan Review Fee		$25.00

7.02

Hazardous Materials Fees		
Application for operational permit		$1,000.00
Emergency response to hazardous materials incident	Initial Charge	$500.00
Emergency response to hazardous materials incident	Career Personnel	Actual Costs
Emergency response to hazardous materials incident	Volunteer Personnel	20.58 per hr.
Emergency response to hazardous materials incident	Materials Cost	Actual Costs
Commercial Fireworks Display Standby Fee	Per Instance	$500.00
Emergency response to hazardous materials incident	Apparatus & Equipment Costs	FEMA Schedule of Rates

7.03

Special Tax District Uniform Service Charge	
Equivalent Residential Unit fee	$90.00

8.00 EMERGENCY MEDICAL SERVICE FEES

ALS Emerg Treat/No Transport		$175.00
ALS Unit, Urgent, No ALS Tx		$600.00
ALS Emerg Treat - Helicopter at ER		$150.00
Medical Records		$25.00
Mileage, ground		$10.00
Standby Service (per employee)	Per hour	$30.00
Response to false alarms in excess of 3 in any calendar year	per instance	$100.00
ALS with Treatment and Emergency Transport	Base Fee	$700.00
BLS A0429	Base Fee	$600.00
ALS 2 A0433	Base Fee	$800.00

9.00 FARMERS MARKET FEES

Rental Fee		
Seasonal Vendor Fee	One Time	$20.00

Seasonal Booth rental	Per day Per Table	$2.00
Daily Booth rental (includes 1 table)	Per Day	$8.00
Additional Tables*	Each	$2.00

*Maximum 3 tables per site

10.00 FINANCE DEPARTMENT FEES

Departmental Fees		
Dealer tag fee	Per tag	same as Road Maintenance Fee
Tax billing	Per bill	$1.00

11.00 GIS MAPPING FEES

11.01

Black and White Plotter Maps	
Letter (8 1/2 x11)	$1.00
Legal (8 1/2 x14)	$2.00
Tabloid (11x17)	$5.00
24 by 36 (line map - no aerial)	$5.00
24 by 36	$7.00
36 by 44	$10.00
36 by 60	$15.00
Poster up to 72	$20.00

11.02

Color Plotter Maps	
Letter (8 1/2 x11)	$2.00
Legal (8 1/2 x14)	$3.00
Tabloid (11x17)	$5.00
24 by 36	$10.00
36 by 44	$15.00
36 by 60	$20.00
Poster up to 72	$25.00

11.03

Digital Data Fees		
aerial photo (entire county)		$1,500.00
CAMA data in text format		$500.00
Parcel layer with attributes (entire county)		$500.00
Parcel layer without attributes (entire county)		$250.00
GIS Road centerline layer		$250.00
Other digital data	Per hour, 1 hour min.	$50.00

12.00 LIBRARY FEES

12.01

Overdue and Lost Fees		
Overdue book fee *(maximum charge of $2.00)*	Per day	$0.15
Copies- self serve	Per Copy	$0.10
Lost book fee	Per book	Replacement cost

12.02

Miscellaneous Fees		
Out of state library membership	Per year	$25.00
Duplication machine reproduction fee - general	Per Page	$0.25
Facsimile charge	First page	$0.50
Facsimile charge	Subsequent pages	$0.50

13.00 911 FEES

Enhanced 911 Emergency Service System		
Uniform service charge	Per line	$1.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2021-2022 ATTACHMENT TO ORDINANCE NO: 2021-1741

14.00 PLANNING FEES

14.01

Ordinance Fees		
Left Blank Intentionally		

14.02

Development Fees	
Development Agreements	
Per acre of highland proposed	$25.00 not to exceed $20,000
Planned Development Districts *in addition to Development Agreement Fee	
Rezoning	$2,000.00
Amendment Mixed Use District	$2,000.00

14.03

Development Review Application Fee		
Sketch Plan Review application	Per review	$75.00

14.04

Subdivision Fees				
Preliminary plat - 1 to 10 lots			Per lot	$25.00
Preliminary plat 11 or more lots			per lot	$300 plus $25 for each lot
Final plat			Per plat	$100 plus- $25 for each lot
Amendment of a final plat				$100.00
	Minor Plat		Per Plat	$25 for each lot
	Miscellaneous Plat		Per Plat	$25.00
Civil Construction Plan Review-Subdivision			Per-plat	$300 plus $25 for each lot
Amendment of Construction Plan				$300.00
Resubmittal Fee*			Per instance	$300.00
Resubmittal Fee*			Per instance after second	$500.00

*Administrator reserves the right to waive resubmittal fees for resubmittals contemplating very minor corrections that will require minimal plan review by County staff. Resubmittal fee collected for Civil Construction Plans (subdivisions and non-sf-residential development), preliminary plats, and final plats).

14.05

Rezoning & Text Amendment Fees	
Rezoning application- single parcel	$435.00
Rezoning application- multi parcel	$610.00
Rezoning applications-Mixed use district	$2,000.00
Text amendment & Future Land Use Map Amendment Fee	$435.00
Conditional Use Permit	$325.00

14.06

Miscellaneous Fees		
Item	**Unit**	**Amount**
Civil Construction Plan Review-Non-Subdivision	Per Instance	$300 plus $100 per acre
Sketch Plan	Per Instance	$75.00
Comprehensive plan - picked up	Each	$25.00
Comprehensive plan - mailed	Each	$30.00

Road name change	Per road	$250.00
Telecommunication Towers Review	Per Instance	$1,500.00
Telecommunication Antenna-Colocation Review	Per Instance	$500.00
Zoning map (2 parts; northern & southern) - picked up	Per part	$25.00
Zoning map (2 parts; northern & southern) - mailed	Per part	$30.00
Traffic Impact Analysis	Per Instance	Cost of engineer + 10%
Mixed Use/Master Plan Review (without rezoning)	Each	$500.00
Surety Fees (new and release)	Per Instance	$300.00
Floodplain Development Permit - LC review - no adverse impact~~commercial & subdivisions~~	Per Instance	$100.00
Floodplain Development - FEMA LOMA, SFR w/ local review~~Single Family Residential - local jurisdiction~~	Per FEMA app~~Each SFR~~	$250.00
Floodplain Development - LOMA, multiple lots MT-EZ application~~PMR: MT-2 application package~~	Per FEMA app	$500~~$3500~~
Floodplain Development - CLOMR and LOMR: MT-1 application	Per FEMA app	$1,500~~$2500~~
Floodplain Development - PMR: MT-2 application package~~LOMA or LODR: MT-EZ application package~~	Per FEMA app	$1,000.00

15.00 PROBATE COURT FEES

15.01	**Cost of Court: Estate Fees - Regular Estate**
Property valuation less than $5,000	$25.00
Property valuation of $5,000 but less than $20,000	$45.00
Property valuation $20,000 but less than $60,000	$67.50
Property valuation $60,000 but less than $100,000	$95.00
Property valuation of $100,000 but less than $600,000	$95.00 plus 0.0015 in excess of $100,000
Property valuation $600,000 or more	$845.00 plus 0.0025 in excess of $600,000

15.02	**Cost of Court: Estate Fees - Small Estate or Affidavit of Collection for Personal Property**
Property valuation less than $100.00	$12.50
Property valuation of $100 but less than $5,000	$25.00
Property valuation of $5,000 but less than $20,000	$45.00
Property valuation of $20,000 but less than $25,000	$67.50

15.03	**Miscellaneous Fees**	
Legal advertisement - cost of advertisement is in addition to prescribed court costs and are due and payable prior to		
CD copy of hearing		$10.00
Search fee		$7.00
Plain Copy	Per Page	$0.10
Replacement Forms	Per Page	$0.50
Faxing Documents		$5.00

15.04	**Probate Court Fees**	
Appointment of Special Administrator or temporary fiduciary		$22.50
Special Certificates		$10.00
Certified marriage certificates		$5.00
Certifying appeal record		$10.00
Certified copy of Information to Heirs and Devisee Form		$0.50 each
Additional Certificates of Appointment		$0.50 each
Filing - any summons, complaint, or petition		$150.00
Filing conservatorship accounting		$10.00
Filing demand for notice		$5.00
Filing of will only		$10.00
Issuing certified copies	Per Document	$5.00
Issuing exemplified/ authenticated copies		$20.00
Recording authenticated or certified copies.		$20.00
Reforming or correcting marriage record		$6.75

Reopening closed estates	$22.50

15.05

Weddings	
Marriage license - at least one party in-state *(includes $20.00 state fee)*	~~$50~~$75
Marriage license - out of state *(includes $20.00 state fee)*	~~$75~~$90
Marriage license-Reprint copy	$5.00
Marriage ceremony - w/out use of courthouse camera	$100.00
Marriage ceremony - w/ use of courthouse camera*	$120.00

*Marriage couple to obtain own photographer will be required to use on-site camera and flash drive to comply with courthouse policy

16.00 PUBLIC WORKS FEES

Driveway pipe - 2nd driveway	$500.00 or actual cost, whichever is greater		
Single Family Residential Encroachment Permit Review Fees		Per Review	$50.00
Non-residential/New development		Per Review	Actual cost ($500 min)
Road/bridge design review by outside engineer			Actual cost
Road testing fee			Actual cost plus 20%
Road proof roll - initial reinspection		Per project	$250.00
Road proof roll - additional reinspection		Per reinspection	$500.00
Roadway sign - production/ installation	actual cost plus 10%		
Tire disposal - agricultural		Per tire	$35.00
Tire disposal - undocumented		Per ton	$150.00

17.00 RECREATION FEES

17.01

Participant Fees-Youth Sports			
Sport	**Ages**	**Amount**	**All-Star Amount**
Youth Basketball	5 to 15	$70.00	$40.00/$30.00(7-8)
~~Instr. Basketball~~	~~4~~	~~$30.00~~	
Dixie Softball	7 to 18	$90.00	$40.00
~~Basketball~~ Cheerleading	7 to 15	$40.00	
~~Football Cheerleading~~	~~7 to 12~~	~~$30.00~~	
Youth Baseball	6 to 12	$90.00	
~~Little League Baseball~~	~~7 to 12~~	~~$75.00~~	~~$40.00~~
~~Fall~~ Youth Soccer	5 to 15	$75.00	$40.00/$30.00(7-8)
Instr. Soccer	4	$60.00	
~~Fall Softball~~	~~6 to 12~~	~~$50.00~~	
Flag Football	7 to 15	$70.00	
Tackle Football	7 to 12	$95.00	$40.00
Girls Volleyball	8 to 13	$50.00	$40.00
~~Spring Soccer~~	~~5 to 13~~	~~$65.00~~	
Swim Team	5 to 18	$80.00	
~~Swing League~~	~~5 to 6~~	~~$60.00~~	
T-Ball/Swing League/Sweetees	4 to 5	$60.00	

17.02

Participant Fees-Adult Sports			
Sport	**Ages**	**Unit**	**Amount**
Basketball	16 & up	Per Individual	$40.00
Softball	16 & up	Per Individual	$40.00
Volleyball	16 & up	Per Individual	$30.00
Kickball	16 & up	Per Individual	$30.00
Soccer	16 & up	Per Individual	$40.00

17.03

After School and Summer Day Camp		
Item	**Unit**	**Amount**
After School Registration Fee	Per Individual	$20.00
After School Attendance Fee	Per Day Per Child	$11.00

After School Attendance Fee (add'l child)		Per Day Per Child	$9.00
After School Attendance Fee (half day)		Per Day Per Child	$12.00
~~All Day School Closing~~ After School Attendance Fee (all day)		Per Day Per Child	$13.00
After School Attendance Fee (all day, add'l child)		Per Day Per Child	$11.00
After School Attendance Fee (half day, add'l child)		Per Day Per Child	$10.00
Summer Day Camp Registration Fee		Individual	$25.00
Summer Day Camp Attendance Fee		Per Day Per Child	$18.00
Summer Day Camp Attendance Fee (add'l child)		Per Day Per Child	$10.00
Field Trip Fees (optional)		Varies	
~~Summer Day Camp Tween Program~~	~~$20.00~~	~~$10.00~~	~~$10.00~~

17.04

Swimming Pool Fees			
Activity	**Ages**	**Unit**	**Amount**
Swim Lessons	3 to 18	Per Person Per Lesson	$50.00
Nursery/Camp ~~Swim~~ Daily fee	4 to 12	Per Individual	$2.00
Public Swim Daily Fee	All Ages	Per Person	$3.00
~~Public Swim~~ Mid-Season Pass (7/6/19)	All Ages	Per Person	$40.00
~~Public Swim~~ Single Season Pass	All Ages	Per Person	$75.00
~~Public Swim~~ Group Mid-Season Pass (7/6/19)	All Ages	Per Family*	$85.00
~~Public Swim~~ Family Weekly Pass	All Ages	Per Family*	$75.00
~~Public Swim~~ Family Season Pass	All Ages	Per Family*	$150.00
Pool Party (0-25 People)	All Ages	Per Hour	$60.00
Pool Party (26-50 People)	All Ages	Per Hour	$80.00
Pool Party (51-75 People)	All Ages	Per Hour	$125.00
Pool Party (76-100 People)	All Ages	Per Hour	$150.00

*Maximum of 5 per family

17.05

Facility Rental		
All Sites	**Unit**	**Amount**
Gym (Regular Rental)	4 Hours	~~$250~~$300
Gym (Regular Rental)	6 Hours	$450.00
Gym (Regular Rental)	All Day	$750.00
Gym (For Profit)	4 Hours	$600.00
Gym (For Profit)	All Day	$1,500.00
Activity Room (Regular Rental)	4 Hours	$250.00
Activity Room (Regular Rental)	6 Hours	$400.00
Activity Room (For Profit)	4 Hours	$500.00
Activity Room (For Profit)	All Day	$1,000.00
Independent Instructor Fee	Per Hour Per Day	$20.00
Church Lease - Activity Room	Per Hour Per Day	$50.00
Church Lease - Gym	Per Hour Per Day	$65.00
~~Conference Room~~	~~Per Hour~~	~~$25.00~~
Overtime	Per hour	$75.00
Security Deposit	Per Rental	$150.00*

*$100.00 refundable, $50.00 non-refundable set-up fee, Rental rates my be negotiable for tournaments and/or large events

17.06

Outdoor Field/Court Rentals		
Item	**Unit**	**Amount**
Field Practice (Non-LCPR teams) without lights	Per hour Per field	$20.00
Field Practice (Non-LCPR teams) with lights	Per hour Per field	$30.00
Court Practice (Non-LCPR teams)	Per hour Per court	$40.00
Tournament Field Rental (11:30pm curfew)	~~Per hour~~ Per field Per day	$250.00

*Rental rates may be negotiable for tournaments and/or large events

17.07

Other Recreation Fees		
Item	**Unit**	**Amount**
Sponsorship Fee - Platinum Level	Individual	$3,600.00
Sponsorship Fee - Gold Level	Individual	$1,800.00
Sponsorship Fee - Silver Level	Individual	$1,200.00

Sponsorship Fee - Bronze Level	Individual	$300.00
Extra Sponsor Banner	Each	$100.00
Additional Team Sponsor	Each	$300.00
8x10 Team/Sponsor Picture/Plaque	Each	$30.00
Food Truck - Friday Event	Each Occurrence	$30.00
Food Truck - Farmer's Market	Each Occurrence	$30.00
Food Truck - Pool	Each Occurrence	$30.00
Food Truck - Special Events	Each Occurrence	$50.00
Food Truck - Tournaments	Each Occurrence	$50.00
Program Registration Late Fee	Per Participant	$15.00
Late Pick up for After School and Summer Day Camp	Per Minute	$1.00
After School Bus Fee	Per Family Per Day	$2.00

18.00 REGISTER OF DEEDS FEES

Fees charged by this department are set by and conform with SC State law effective August 1, 2019. Please refer to SECTION 8-21-310 of the State code for all fee information.

19.00 ROAD FEES

County Road Improvement and Maintenance Fee		
Per County Code section 26-34	Per Vehicle	~~$35~~$40

20.00 SHERIFFS FEES

Miscellaneous Fees		
Item	**Unit**	**Amount**
Fingerprinting (non-LCDC)	Per Set	$5.00
Response to false alarms in excess of 3 in any calendar year	Per Instance	$100.00
FOIA Search, Retrieval, & Redaction	Per Hour	$13.50
Hard Copies	Per Page	$0.22
Storage Discs	Per Disc	$1.25

21.00 DETENTION CENTER FEES

Per Diem for municipal court prisoners	Solely Municipal Charges	~~$43.03~~$62.52

22.00 STORMWATER FEES

Residential Stormwater Fee	Per Equivalent Residential Unit	$60.00
Commercial Stormwater Fee	Per Equivalent Residential Unit	$60.00 max., or 35% of real property tax or incentive fee*
Plan Review Fees	Per disturbed acre	$250.00
Additional Field Inspection		$50.00
Second Additional Field Inspection		$100.00
Third or More Additional Field Inspections	Per Inspection	$250.00
Grading Only Permit	Per Instance	$650.00

*For commercial properties exempt from real property taxes, the 35% max. is not applicable

23.00 DELINQUENT TAX/RECORDS MANAGEMENT FEES

Tax Collection fee	170.00 or actual cost, whichever is greater
Passport Fee	$25.00

24.00 TREASURER FEES

Convenience fee for SCDMV stickers	$1.00
Duplicate Receipts	$0.25

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2021-2022 ATTACHMENT TO ORDINANCE NO: 2021-1741

25.00 ZONING FEES

25.01

Mobile Home Fees		
Item	**Unit**	**Amount**
Mobile Home decal	each	$10.00
Mobile Home - change of ownership	Per Instance	$10.00
Mobile Home - movement	Per Instance	$25.00

25.02

Miscellaneous Fees		
Item	**Unit**	**Amount**
Appeal from action of zoning official		$325.00
Use permitted on review		$150.00
Variance		$275 SF Residential, $375.00 Commercial
Zoning Verification Letter	Per Instance	$100.00
Power Authorization Letter/Zoning Verification Permit	Per Instance	$50.00
Home Occupation Permit~~-minor~~	Per Instance	~~$50~~$75
Temporary Use	Per Instance	$100.00
Special Exception	Per Instance	$400.00
Food Truck	Per Instance	$150.00
Demolition fee - any building or structure less than 5000 SF GFA	Per Instance	$50.00
Demolition Fee - any building or structure 5000 SF GFA or greater	Per Instance	$100.00
Moving fee - any non mobile home building or structure	Per Instance	$50.00
Sign Permit - Permanent	Per-Application	$100.00
Sign Permit - Temporary	Per Application	$50.00

25.03

Permit		
Commercial Zoning (including upfits) Permit fee*	Per Instance	$100.00
Residential Zoning Permit fee	Per Instance	$50.00

*Includes multi-family residential

26.00 OTHER COUNTY FEES AND CHARGES

26.01

Historic Courthouse Rental		
Item	**Unit**	**Amount**
Facility usage	First hour	$115.00
Facility usage	per add'l hour	$75.00
Penalty for time overage	Every 10 minutes	$25.00
Refundable security deposit	Per Instance	$250.00
Cancellation Fee	Per Instance	$100.00

26.02

Miscellaneous County Fees		
Item	**Unit**	**Amount**
Open Airport hangar rental	Per Month	$150.00
Airport Callout Fee	Per Hour, minimum 3	$100.00
Ramp Tie Down Over Night		$20.00
Ramp Tie Down Monthly		$75.00
Small-Medium Turboprops/Light Jets Facility Fee	Per Day	$75.00
Large Turboprops/Medium Jets Facility Fee	Per Day	$150.00
Large Jets Facility Fee	Per Day	$250.00
Lavatory Services Fee		$100.00
Airplane Ramp Fee	Per Airplane Per Day	$150.00
Airport Vehicle Fee (proof of insurance required)	Per Vehicle Per Day	$100.00
Airport Manager After Hours	Per Hour	$100.00
Bad Check fee	Per Instance	$30.00
Cable television franchise fee	Per Year	5%

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2021-2022 ATTACHMENT TO ORDINANCE NO: 2021-1741

Duplication machine reproduction fee - general	Per Page	$0.10
Duplication machine reproduction fee - general (color)	Per Page	$1.15
Audio Recordings of Meetings	Per Copy	$5.00
FOIA Research Time	Per Hour	Not to Exceed $15.00
Private ambulance service - franchise application fee	Per Instance	$100.00

M E M O R A N D U M

TO: County Council
Department Heads/ Elected Officials

FROM: Steve Willis, County Administrator *SW*

TODAY'S DATE: May 17, 2021

DUE DATE: N/A

SUBJECT: **Fiscal Year 2021-2022 Budget**

As we move into Second Reading of the Administrator's Recommended Fiscal Year 2021-2022 Budget (pursuant to SC §4-9-630(4)) I wanted to take a few moments to cover several points. My general comments were covered at the Committee of the Whole meeting.

Since this is a reassessment year there are modest proposals for new programs and personnel. As mentioned previously my major emphasis is on employee retention with the 3% Cost of Living Adjustment (COLA). This number is 0.04% below the actual COLA amount for the last two years. Of course, in the Sheriff's Office budget that amount is transferred to the Sheriff's Career Ladder. Council has also expressed interest in making additional contributions to the career ladder should certain positions be renewed as grant positions. We will follow that and advise Council later in the fiscal year once we have definitive information.

Many items in the Administrator's Proposed Budget are the result of changes in state law or are outside our direct control. This includes items that were suspended last year, such as the state mandated increase in employer retirement contributions and increases in insurance which had an impact of over $200,000. There's also funding for redistricting for Senate, House, County Council, and School Board seats included. This will cause us to have to send new registration cards to all voters in Lancaster County and is another example of something we are not desiring to address but that we must address. In addition, the budget funds six positions with grants expiring totaling over $500,000, as well as contractual increases such as the medical contract at the detention center. We are making a significant investment in our IT system, including the ongoing costs for Microsoft 365 which the county transitioned to in the current fiscal year as well as services for our network and servers from VC3. With new facilities coming online the county is also looking at $134,000 in utility increases.

In terms of one-time funding for projects, I am proposing to improve IT infrastructure and replace outdated hardware based on the results of the recent study performed, replace the consoles out at 911 as proposed in the CIP which is currently under consideration, as well as fund strategic initiatives which will influence future planning and decision making such as the UDO rewrite, solid waste study, roads inventory, and the second phase of the comprehensive plan update.

I know that personnel has been an interest of Council and I want to take this opportunity to outline proposed changes. The following are in the budget as proposed (note: figures include fringe benefits, vehicle, and equipment if applicable):
Fiscal Analyst @ $87,729
Elections Clerk @ $43,025
Two Recreation Crew Leaders @ $144,925
Part-time Airport Assistant Manager @ $30,000
2 Firefighters (ILFD) @ $99,100 (note: from IL Fee District funds)
Increase in Probate Part-Time budget @ $23,000 (offset by a new fee)
3 Paramedics @ $268,950
2 Correctional Officers @ $134,362
Deputy Fire Marshall @ $157,805
Hybrid front office/back office Animal Shelter worker @ $50,900
Full-Time Auditor Clerk @ $57,750
Full-Time Treasurer Clerk @ $48,850
Solid Waste Tire Worker (PT to FT) @ $19,925
Appraiser @ $58,600
½ Year of a Parks and Recreation Marketing Coordinator @ $36,895
2 Part-Time TCO's @ $41,915
Grounds Worker @ $47,145
Part-Time Accounting Clerk @ $32,953

Two non-personnel items were included at first reading:
AP Automation Tool @ $25,000
Deferred Maintenance Items @ $150,000

The following would be offset by a $5.00 increase in the Road Fee (half-year revenue as road fees are effective January 1st):
Increase in Pavement Preservation program @ $100,000
Initiation of a Street Signage program @ $100,000

I do need to note that at Second Reading we will have data to ask Council to reconsider the following positions:
Fleet Mechanic @ $75,000
Fire Inspector @ $150,000
Two Litter Collection Workers @252,755 (including $150,000 for one-time equipment)

I will also ask for consideration of a new position. After touring the new EMS Headquarters and considering the needs at the stations I am requesting a Custodian position to be assigned to EMS at a cost of $52,300. I feel the position needs to be under the control of EMS rather than Building Maintenance due to the background checks needed as this person, while not having direct access to drug storage areas, will be around a number of vehicles that contain controlled substances.

Finally, for new items I would note that Jamie just informed us of a Site Enhancement grant opportunity on Mount Nebo Road. This is covered elsewhere on the evening's agenda and the local match will be added to the budget. We are hopeful of receiving funding from Duke Energy but we do not yet have a commitment letter.

I want to stress that even in these tough times, we remain in sound financial condition. Years of smart budgeting and wise financial planning have us with an AA credit rating (one step below the absolute top AAA rating). We budget conservatively and it pays off in times like this.

I am very proud of the steps that the departments have taken this past year to find ways to serve our citizens remotely. I suspect that this will continue to be something we will have to continue for many years to come.

SW

General Fund (10)

	Current Budget	Proposed FY2022
Revenue	59,547,280	64,601,562
Expenditure	-65,297,544	-69,198,067
Other Financing Sources	6,763,030	4,705,635
Other Financing Uses	-1,012,766	-109,130

General Fund Revenue by Source (10)

ANNUAL BUDGET ESTIMATE - REVENUE
Amended - 2021-2022

COUNTY OF LANCASTER
FY 2021-2022

	2019 - 2020	2020 - 2021	6/30/2021	2020 - 2021		2021 - 2022	
	Actual ($)	**Budget** ($)	**Actual** ($)	**Estimate**	**%Remaining**	**Requested**	**Recommended**
400 Current Property Taxes	$29,502,577.00	$29,543,693.00	$29,920,801.00		-1.28	$32,981,430.00	$32,981,430.00
410 Delinquent Property Taxes	$1,131,332.00	$896,500.00	$799,125.00		10.86	$896,500.00	$896,500.00
417 Property Taxes-State Reim	$2,160,624.00	$2,108,875.00	$2,138,753.00		-1.42	$2,134,937.00	$2,134,937.00
418 Property Taxes-Lost Rev	$8,618,653.00	$7,840,535.00	$7,364,051.00		6.08	$8,843,358.00	$8,843,358.00
419 Multi County Filot	$22,114.00	$20,000.00	$24,143.00		-20.71	$20,000.00	$20,000.00
422 Other Taxes	$2,813,201.00	$2,775,475.00	$2,784,726.00		-0.33	$2,975,475.00	$2,975,475.00
430 State Grants	$82,898.00	$100,000.00	$6,347.00		93.65		
434 Intergovernmental- State	$3,481,027.00	$3,487,875.00	$2,651,193.00		23.99	$3,457,875.00	$3,457,875.00
435 State Aid	$153,304.00	$160,000.00	$153,304.00		4.19	$160,000.00	$160,000.00
436 Intergovernmental- Local	$1,479,687.00	$1,613,420.00	$1,136,302.00		29.57	$1,753,445.00	$1,753,445.00
437 Federal Grants	$30,647.00		$507,088.00				
439 Other Governmental Rev	$3,024.00		$16,023.00				
440 License- Miscellaneous	$2,212.00						
441 License- Franchise	$590,256.00	$517,847.00	$463,473.00		10.50	$517,847.00	$517,847.00
442 Lic & Permits- Bldg	$5,188,131.00	$3,398,130.00	$5,595,562.00		-64.67	$3,694,800.00	$3,694,800.00
444 Lic & Permits- Planning	$148,035.00	$70,500.00	$137,400.00		-94.89	$132,500.00	$132,500.00
446 Lic & Permits- Rod	$1,592,449.00	$1,045,000.00	$1,865,531.00		-78.52	$1,212,000.00	$1,212,000.00
448 Lic & Permits- Coroner	$10,230.00	$5,500.00	$10,175.00		-85.00	$8,000.00	$8,000.00
450 Chgs. For Svcs.- Public W	$99,759.00	$82,000.00	$100,829.00		-22.96	$82,000.00	$82,000.00
451 Program Rev Recreation	$818,486.00	$1,200,000.00	$504,627.00		57.95	$1,200,000.00	$1,235,000.00
455 Chgs. For Svcs.- Fees	$274,828.00	$272,500.00	$234,616.00		13.90	$277,500.00	$277,500.00

456 Chgs. For Svcs.- Copies	$14,693.00	$20,000.00	$9,277.00	53.61	$11,500.00	$11,500.00
457 Chgs. For Svcs.- Other	$22,630.00	$26,200.00	$18,838.00	28.10	$28,200.00	$28,200.00
458 Chgs. For Svcs.- Ems	$2,883,858.00	$2,630,000.00	$2,725,224.00	-3.62	$2,700,000.00	$2,700,000.00
459 Chgs. For Svcs.- Misc	$71,941.00	$72,500.00	$62,122.00	14.31	$93,000.00	$93,000.00
461 Fines & Fees- Courts	$659,455.00	$666,000.00	$539,963.00	18.92	$651,000.00	$651,000.00
463 Fines & Fees- Druf Forf	$6,812.00					
464 Fines & Fees- Other	$9,615.00	$10,000.00	$8,655.00	13.45	$10,000.00	$10,000.00
466 Fines & Fees- Other	$8,567.00	$15,000.00	$7,826.00	47.83	$15,000.00	$15,000.00
467 Fines & Fees- Other	$29,237.00	$43,000.00	$20,720.00	51.81	$86,000.00	$86,000.00
468 Fees- Bank	$30,401.00	$68,250.00	$12,071.00	82.31	$68,525.00	$68,525.00
470 Contribution & Donations	$58,444.00	$25,000.00	$178,732.00	-614.93	$25,000.00	$25,000.00
471 Donations Revenue	$56,562.00	$28,000.00	$19,758.00	29.43	$7,500.00	$7,500.00
480 Interest Income	$655,698.00	$641,800.00	$77,013.00	88.00	$320,490.00	$320,490.00
490 Other Income	$617,747.00	$123,680.00	$734,334.00	-493.74	$162,680.00	$162,680.00
491 Other Income	$38,503.00	$40,000.00	$69,517.00	-73.79	$40,000.00	$40,000.00
801 Transfer In	$30,828.00	$32,750.00		100.00	$32,750.00	$32,750.00
810 Ofs Fund Balance		$6,730,279.64		100.00	$4,672,885.00	$4,672,885.00
820 Sale Of Capital Assets			$92,675.00			
10 General Fund	$63,398,465.00	$66,310,309.64	$60,990,794.00	8.02	$69,272,197.00	$69,307,197.00
Report Totals	**$63,398,465.00**	**$66,310,309.64**	**$60,990,794.00**		**$69,272,197.00**	**$69,307,197.00**

General Fund Expenditure by Department (10)

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 10 General Fund								
Department: 005 Non-Departmental								
10-7-005-510-20 Unempl Comp Exp	4,172.00	20,000.00	19,962.00		0	30,000.00	30,000.00	
10-7-005-520-00 Workers Comp Volunteers	33,100.00	120,000.00			100	120,000.00	120,000.00	
10-7-005-520-40 Cnt - Retirement Match	4,500.00	6,000.00			100	6,000.00	6,000.00	
10-7-005-520-45 Retiree Insurance	164,305.00	165,000.00	151,533.00		8	165,000.00	165,000.00	
10-7-005-593-00 Maintenance-Service Agreement	4,674.00	10,000.00	3,507.00		65	10,000.00	10,000.00	
10-7-005-604-01 Audit	64,630.00	70,000.00	49,500.00		29	70,000.00	70,000.00	
10-7-005-625-04 Da-Med Ind Fund	162,063.00	163,438.00	163,438.00			178,675.00	178,675.00	
10-7-005-650-00 Insurance-General 15% increase (estimate)	1,108,264.00	1,340,368.00	1,340,938.00		0	1,541,423.00	1,541,423.00	
10-7-005-781-00 Miscellaneous Expense	4,902.00	9,475.00	8,717.00		8	9,475.00	9,475.00	
Total	**$1,550,610.00**	**$1,904,281.00**	**$1,737,595.00**			**$2,130,573.00**	**$2,130,573.00**	
Department: 007 Cnty Economic Dev. Dept.								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-007-500-00 Wages & Salaries Full Time	242,602.00	242,355.00	225,519.00		7	248,380.00	248,380.00	
10-7-007-500-05 Salaries- Overtime	918.00							
10-7-007-500-10 Wages & Salaries Parttime		1,000.00			100	1,000.00	1,000.00	
10-7-007-510-00 Fica-Employers Contrib.	18,189.00	18,540.00	17,475.00		6	19,000.00	19,000.00	
10-7-007-510-05 Sc Ret Employers Contrib	37,656.00	37,710.00	36,122.00		4	41,130.00	41,130.00	
10-7-007-510-15 Health/Life Ins Employers	10,803.00	11,245.00	9,916.00		12	11,100.00	10,870.00	
10-7-007-510-25 Workers Compensation	3,845.00	5,915.00	4,638.00		22	6,065.00	6,065.00	
10-7-007-530-00 Travel, Training, Dues	72,163.00	80,000.00	66,496.00		17	92,000.00	99,500.00	
Recommended: Tuition reimbursement program Requested: Marketing training, workforce development and business retention training								
10-7-007-540-00 Supplies- General	1,339.00	8,000.00	358.00		96	8,000.00	8,000.00	
10-7-007-541-00 Supplies Postage	105.00	1,000.00	86.00		91	1,000.00	1,000.00	
10-7-007-543-01 Supplies - Food	1,549.00	5,000.00	879.00		82	5,000.00	5,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-007-551-00 Equipment- General	312.00	2,000.00	15.00		99	2,000.00	2,000.00	
10-7-007-571-00 Utilities-Telephone	5,344.00	5,000.00	4,091.00		18	5,500.00	5,500.00	
10-7-007-590-00 Maintenance - Vehicles	1,173.00	1,000.00	2,822.00		-182	1,000.00	1,000.00	
10-7-007-590-05 Gasoline	1,854.00	3,000.00	1,078.00		64	3,000.00	3,000.00	
10-7-007-600-00 Contractual Services(Cs)	34,219.00	70,585.00	49,440.00		30	70,585.00	70,585.00	
10-7-007-605-00 Cs - Printing		2,500.00			100	2,500.00	2,500.00	
10-7-007-670-00 Advertising	5,200.00	5,000.00	2,030.00		59	15,000.00	10,000.00	
Recommended: All; REQUESTED: Additional ad placements								
10-7-007-750-00 Lease- Copiers	3,202.00	4,000.00	2,593.00		35	4,000.00	4,000.00	
10-7-007-786-00 Donations Exp.	50,015.00							
10-7-007-786-25 Donations Exp - Industry Apprecia...	4,237.00							
Total	**$494,725.00**	**$503,850.00**	**$423,558.00**			**$536,260.00**	**$538,530.00**	

Department: 011 County Council

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-011-500-00 Wages & Salaries Full Time	52,210.00	52,725.00	48,760.00		8	53,780.00	53,780.00	
10-7-011-500-10 Wages & Salaries Part-Time	90,490.00	94,000.00	83,599.00		11	94,000.00	96,500.00	
10-7-011-510-00 Fica-Employers Contrib.	9,667.00	11,205.00	9,386.00		16	11,500.00	11,500.00	
10-7-011-510-05 Sc Ret Employers Contrib	22,070.00	22,790.00	21,201.00		7	24,885.00	24,885.00	
10-7-011-510-15 Health/Life Ins Employers	44,901.00	46,065.00	40,727.00		12	44,985.00	57,195.00	
10-7-011-510-25 Workers Compensation	1,953.00	3,030.00	2,350.00		22	3,110.00	3,110.00	
10-7-011-530-00 Travel, Training, Dues	21,463.00	42,000.00	10,771.00		74	45,000.00	45,000.00	
10-7-011-540-00 Supplies-General	5,527.00	10,500.00	8,230.00		22	7,500.00	7,500.00	
10-7-011-543-01 Supplies-Food	2,685.00	6,000.00	2,600.00		57	6,000.00	6,000.00	
10-7-011-571-00 Utilities-Telephone	15,912.00	15,000.00	15,391.00		-3	19,500.00	19,500.00	
10-7-011-600-00 Contractual Services (Cs)	704,220.00	925,000.00	515,503.00		44	925,000.00	925,000.00	
10-7-011-604-00 Professional Services	95,132.00	73,872.00	79,097.00		-7	50,000.00	50,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Removed carry forwards								
10-7-011-670-00 Advertising	26,756.00	10,000.00	9,185.00		8	10,000.00	10,000.00	
10-7-011-690-00 Special Projects	1,060,553.00	574,000.00	61,401.00		89	574,000.00	574,000.00	
10-7-011-691-01 Sp - Promotions	14,642.00	18,000.00	11,316.00		37	18,000.00	18,000.00	
10-7-011-740-30 Cp-Land/Bldg Acquisition Removed one-time funding for land purchase		2,300,000.00	2,296,753.00		0			
10-7-011-760-00 Cnt - Grants Match	37,599.00	704,625.00	96,651.00		86	704,625.00	704,625.00	
10-7-011-771-00 Ds - Lease Purchase	50,000.00	50,000.00	50,000.00			50,000.00	50,000.00	
10-7-011-781-00 Miscellaneous Expense	8,760.00	10,000.00	6,966.00		30	10,000.00	10,000.00	
10-7-011-781-27 Bonds - Surety	1,076.00	2,000.00	1,076.00		46	2,000.00	2,000.00	
10-7-011-781-73 Licesnses/Permits/Fees	101.00		1,005.00					
10-9-011-950-05 Transfer To Other Funds	1,113,007.00	933,836.00			100			
Total	**$3,378,724.00**	**$5,904,648.00**	**$3,371,968.00**			**$2,653,885.00**	**$2,668,595.00**	

Department: 012 Council Transfers

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-9-012-950-20 Transfer-Airport	74,630.00	78,930.00	78,930.00			109,130.00	109,130.00	
Total	**$74,630.00**	**$78,930.00**	**$78,930.00**			**$109,130.00**	**$109,130.00**	
Department: 014 Direct Assistance								
10-7-014-620-00 Association Of Counties	13,041.00	13,041.00	13,041.00		0	13,041.00	13,041.00	
10-7-014-625-03 Da-Olde English District Recommended: Go through State A-tax process Requested: $14,156						14,156.00		
10-7-014-625-06 Da - Clemson Extension Requested: Same as FY21	25,000.00	26,000.00	26,000.00			26,000.00	26,000.00	
10-7-014-625-08 Da-Health & Wellness Comm.	1,398.00	1,400.00	1,368.00		2	1,400.00	1,400.00	
10-7-014-625-11 Da-Community Relations	1,214.00	2,250.00	1,911.00		15	2,250.00	2,250.00	
10-7-014-625-13 Da-Probation & Parole	780.00		600.00					
10-7-014-625-14 Da-Public Defender Recommended: $12,161 for COLA and $12,321 for ladder REQUESTED: Continue funding Career Ladder $12,321, COLA, County NP,	333,422.00	346,566.00	333,422.00		4	371,048.00	371,048.00	
10-7-014-625-17 Da-Lancaster Soil & Water Recommended: All REQUESTED: salary increase for district employee, tort liability increases, district manager retirement increase,	104,728.00	110,268.00	110,268.00			110,684.00	113,370.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-014-625-22 Da-Catawba Rpc	58,147.00	58,147.00	58,147.00			58,147.00	58,147.00	
10-7-014-625-23 Da-Delegation Disbursement	20,000.00	20,000.00	20,000.00			25,000.00	25,000.00	
10-7-014-625-29 Da - Hwy Patrol Dues		750.00			100	750.00	750.00	
10-7-014-625-31 Da-L.C. Council On Aging Recommended: All REQUESTED: $3,000 increase to continue to be eligible to apply for state and federal public transportation funding	29,943.00	37,000.00	17,007.00		54	40,000.00	40,000.00	
10-7-014-625-35 Da-Historic Commission Requested: 10% increase ($500)	4,979.00	5,500.00	628.00		89	5,500.00	5,500.00	
10-7-014-625-38 Da-Sixth Judicial Circuit Recommended: Ladder and $27,805 for COLA; REQUESTED: $10,217 increase for continuation of the Career Ladder, County COLA	678,388.00	719,874.00	699,698.00		3	730,091.00	757,900.00	
10-7-014-625-50 Da- Keystone Substance Abuse Requested: Continue same level of funding at FY21 (10k)		10,000.00	10,000.00			10,000.00	10,000.00	
Total	**$1,271,040.00**	**$1,350,796.00**	**$1,292,090.00**			**$1,408,067.00**	**$1,424,406.00**	
Department: 020 Procurement								
10-7-020-500-00 Wages & Salaries Full Time Recommended: County-wide COLA; Requested: $6,401 to facilitate title change of Buyer to Contract Administrator	124,785.00	134,845.00	120,678.00		11	141,250.00	138,075.00	
10-7-020-500-05 Salaries- Ot	123.00							

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-020-510-00 Fica-Employers Contrib.	9,103.00	9,935.00	9,084.00		9	10,380.00	10,180.00	
10-7-020-510-05 Sc Ret Employers Contrib	19,352.00	20,200.00	19,330.00		4	22,475.00	22,035.00	
10-7-020-510-15 Health/Life Ins Employers	19,326.00	21,440.00	18,912.00		12	21,040.00	20,730.00	
10-7-020-510-25 Workers Compensation	278.00	2,120.00	347.00		84	2,230.00	2,170.00	
10-7-020-530-00 Travel, Training, Dues	4,077.00	3,200.00	3,200.00		0	5,100.00	5,100.00	
10-7-020-540-00 Supplies-General	3,372.00	3,760.00	1,105.00		71	1,500.00	1,500.00	
10-7-020-571-00 Utilities-Telephone	2,650.00	3,000.00	2,457.00		18	3,000.00	3,000.00	
10-7-020-593-00 Maintenance-Service Agree. Recommended: All REQUESTED: Solicitation Evaluation module for software system funded FY21 (2.4k)		5,835.00	5,832.00		0	8,200.00	8,200.00	
10-7-020-670-00 Advertising		140.00	134.00		4	500.00	500.00	
10-7-020-750-00 Lease- Copiers	2,259.00	2,000.00	2,575.00		-29	2,000.00	3,000.00	
Total	**$185,325.00**	**$206,475.00**	**$183,654.00**			**$217,675.00**	**$214,490.00**	

Department: 021 Administrator

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-021-500-00 Wages & Salaries Full Time	301,130.00	302,210.00	268,814.00		11	542,210.00	441,825.00	
Recommended: Transfer project manager position from Building Maintenance; REQUESTED: Public Information Officer ($70k);								
10-7-021-500-05 Salaries - Overtime	1,290.00	4,000.00	126.00		97	4,000.00	4,000.00	
10-7-021-500-06 Ot-Hist Courthouse Events	4,723.00	7,000.00	326.00		95	7,000.00	7,000.00	
10-7-021-500-10 Wages & Salaries Part-Time	13,553.00	18,600.00	15,165.00		18	18,600.00	18,600.00	
10-7-021-510-00 Fica-Employers Contrib.	23,850.00	25,385.00	21,773.00		14	36,065.00	36,065.00	
10-7-021-510-05 Sc Ret Employers Contrib	48,823.00	51,070.00	44,874.00		12	77,475.00	77,475.00	
10-7-021-510-15 Health/Life Ins Employers	32,037.00	34,510.00	30,088.00		13	70,200.00	52,975.00	
10-7-021-510-25 Workers Compensation	5,149.00	8,170.00	5,658.00		31	13,450.00	13,450.00	
10-7-021-530-00 Travel, Training, Dues	14,813.00	25,000.00	1,378.00		94	51,500.00	51,500.00	
Recommended: All REQUESTED: $6500 for new Administrator; $20k new supervisor training								
10-7-021-540-00 Supplies-General	8,175.00	10,000.00	10,668.00		-7	10,200.00	10,200.00	
REQUESTED: $200 for position								
10-7-021-549-05 Supplies - Welcome Center	7.00	4,000.00			100	4,000.00	4,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-021-551-00 Equipment-General	739.00	3,000.00	1,872.00		38	23,000.00	33,000.00	
Recommended: $30,000 for Administration office upgrades and equipment REQUESTED: $6,500 Equipment for new positions, wall mounted TVs for Council Chambers for Zoom and PowerPoint								
10-7-021-600-00 Contractual Services (Cs)	1,912.00	27,000.00	12,968.00		52	27,000.00	27,000.00	
10-7-021-604-10 Ps - Medical	102,064.00	137,000.00	121,288.00		11	137,000.00	137,000.00	
10-7-021-690-00 Special Projects	8,028.00	6,500.00	4,424.00		32	8,750.00	8,750.00	
10-7-021-750-00 Lease- Copiers	6,379.00	8,000.00	5,280.00		34	8,000.00	8,000.00	
Total	**$572,672.00**	**$671,445.00**	**$544,702.00**			**$1,038,450.00**	**$930,840.00**	
Department: 022 Legal Team								
10-7-022-571-00 Utilities-Telephone	250.00	2,000.00	535.00		73	2,000.00	600.00	
Decrease $1400								
10-7-022-604-04 Ps-Legal/General	349,209.00	275,000.00	365,112.00		-33	325,000.00	325,000.00	
10-7-022-750-00 Lease- Copiers	1,001.00	2,000.00	1,046.00		48	2,000.00	2,000.00	
Total	**$350,460.00**	**$279,000.00**	**$366,693.00**			**$329,000.00**	**$327,600.00**	
Department: 023 Finance								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-023-500-00 Wages & Salaries Full Time	395,922.00	446,275.00	379,799.00		15	512,480.00	512,480.00	
Recommended: Fiscal Analyst funded partially through administrative fee for impact fee processing; Requested: $87,729 Fiscal Analyst (all inclusive)								
10-7-023-500-05 Salaries- Ot	1,191.00	1,250.00	391.00		69	1,250.00	1,250.00	
10-7-023-500-10 Wages & Salaries Part-Time			1,769.00			29,033.00	29,050.00	
Recommended: PT clerk; REQUESTED: PT Accounting Clerk								
10-7-023-510-00 Fica-Employers Contrib.	28,470.00	34,235.00	28,767.00		16	39,300.00	39,300.00	
10-7-023-510-05 Sc Ret Employers Contrib	60,977.00	69,650.00	61,320.00		12	85,075.00	85,075.00	
10-7-023-510-15 Health/Life Ins Employers	50,085.00	53,130.00	43,467.00		18	59,865.00	59,865.00	
10-7-023-510-25 Workers Compensation	874.00	3,050.00	1,099.00		64	4,385.00	3,720.00	
10-7-023-530-00 Travel, Training, Dues	5,963.00	11,360.00	5,907.00		48	11,360.00	11,360.00	
10-7-023-540-00 Supplies-General	7,996.00	12,500.00	5,469.00		56	12,500.00	12,500.00	
10-7-023-551-00 Equipment-General	9,617.00	4,545.00	6,175.00		-36	7,300.00	7,300.00	
Recommended: All REQUESTED: Set-up for position								
10-7-023-560-00 Equipment - Capitalized		5,500.00			100	5,500.00	5,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-023-571-00 Utilities-Telephone Decrease $500; REQUESTED: Position	3,033.00	4,000.00	3,201.00		20	5,110.00	4,000.00	
10-7-023-593-00 Maintenance-Service Agree Recommended: AP automation tool; Requested: $35,000; $25,000 AP Automation tool; $10,000 Debt Management tool	2,161.00	2,250.00	1,516.00		33	37,250.00	27,250.00	
10-7-023-605-00 Cs - Printing		1,500.00			100	1,500.00	1,500.00	
10-7-023-670-00 Advertising	2,537.00	2,500.00	598.00		76	2,500.00	2,500.00	
10-7-023-750-00 Lease- Copiers	4,662.00	5,500.00	3,469.00		37	5,500.00	5,500.00	
Total	**$573,488.00**	**$657,245.00**	**$542,947.00**			**$819,908.00**	**$808,150.00**	
Department: 024 Human Resources								
10-7-024-500-00 Wages & Salaries Full Time	211,666.00	211,600.00	198,650.00		6	214,815.00	214,815.00	
10-7-024-500-05 Salaries- Overtime	1,452.00	400.00	1,970.00		-392	400.00	400.00	
10-7-024-500-10 Wages & Salaries Parttime	1,025.00		2,635.00					
10-7-024-510-00 Fica-Employers Contrib	35,494.00	39,935.00	36,558.00		8	40,180.00	40,180.00	
10-7-024-510-05 Sc Ret Employers Contrib	32,947.00	32,990.00	32,173.00		2	35,640.00	35,640.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-024-510-15 Health/Life Ins Employers	31,023.00	32,270.00	28,534.00		12	31,600.00	31,215.00	
10-7-024-510-25 Workers Compensation	8,997.00	11,950.00	11,712.00		2	11,995.00	11,995.00	
10-7-024-520-10 Employee Merit Pool	261,993.00	310,000.00	279,000.00		10	310,000.00	310,000.00	
10-7-024-530-00 Travel, Training, Dues	1,358.00	4,650.00	659.00		86	4,650.00	4,650.00	
10-7-024-540-00 Supplies-General	7,104.00	6,000.00	5,669.00		6	6,000.00	6,000.00	
10-7-024-551-00 Equipment-General Move to contractual REQUESTED: $12495 recurring annually	10.00	16,495.00	16,500.00		0	12,495.00		
10-7-024-571-00 Utilities-Telephone Increase $500	3,363.00	2,500.00	2,481.00		1	2,500.00	3,000.00	
10-7-024-600-00 Contractual Services (Cs) Recommended: Annual cost for onboarding software	31,550.00	40,000.00	33,108.00		17	40,000.00	52,495.00	
10-7-024-670-00 Advertising	2,868.00	11,000.00	3,329.00		70	11,000.00	11,000.00	
10-7-024-690-00 Special Projects Recommended: None REQUESTED: $5000 increase for new and improved programs	10,276.00	10,000.00	7,481.00		25	15,000.00	10,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-024-750-00 Lease- Copiers	4,717.00	6,000.00	3,718.00		38	6,000.00	6,000.00	
Total	**$645,843.00**	**$735,790.00**	**$664,177.00**			**$742,275.00**	**$737,390.00**	
Department: 025 Risk Management								
10-7-025-500-00 Wages & Salaries Full Time	61,237.00	61,535.00	57,191.00		7	63,065.00	63,065.00	
10-7-025-510-00 Fica-Employers Contrib.	4,327.00	4,705.00	4,229.00		10	4,825.00	4,825.00	
10-7-025-510-05 Sc Ret Employers Contrib	9,465.00	9,575.00	9,161.00		4	10,445.00	10,445.00	
10-7-025-510-15 Health/Life Ins Employers	12,299.00	12,765.00	11,265.00		12	12,500.00	12,355.00	
10-7-025-510-25 Workers Compensation	1,204.00	1,945.00	1,459.00		25	1,995.00	1,995.00	
10-7-025-530-00 Travel, Training, Dues	3,906.00	6,000.00	5,741.00		4	6,000.00	6,000.00	
10-7-025-540-00 Supplies-General	1,835.00	2,000.00	579.00		71	2,000.00	2,000.00	
10-7-025-551-00 Equipment-General			103.00					
10-7-025-571-00 Utilities-Telephone Decrease $200	923.00	1,200.00	760.00		37	1,200.00	1,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-025-690-00 Special Projects	16,449.00	15,000.00	13,210.00		12	15,000.00	15,000.00	
Total	**$111,645.00**	**$114,725.00**	**$103,698.00**			**$117,030.00**	**$116,685.00**	
Department: 026 Mis								
10-7-026-500-00 Wages & Salaries Full Time	396,966.00	427,075.00	335,878.00		21	441,845.00	441,845.00	
10-7-026-500-05 Salaries- Overtime	3,976.00	2,250.00	1,638.00		27	2,250.00	2,250.00	
10-7-026-510-00 Fica-Employers Contrib.	29,386.00	32,845.00	26,103.00		21	30,330.00	30,330.00	
10-7-026-510-05 Sc Ret Employers Contrib	61,591.00	66,805.00	54,115.00		19	65,650.00	65,650.00	
10-7-026-510-15 Health/Life Ins Employers	33,052.00	59,005.00	25,507.00		57	50,743.00	50,743.00	
10-7-026-510-25 Workers Compensation	2,582.00	9,000.00	2,604.00		71	10,485.00	10,485.00	
10-7-026-530-00 Travel, Training, Dues	318.00	8,000.00	6,118.00		24	18,000.00	18,000.00	
Recommended: All Requested: $10,000 additional so each staff member has training allowance								
10-7-026-540-00 Supplies-General	4,945.00	5,000.00	3,117.00		38	5,000.00	5,000.00	
10-7-026-542-00 Supplies - Clothing	900.00	1,000.00	480.00		52	1,000.00	1,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-026-550-00 Msa-Dp Hw Mtn	116,553.00	138,515.00	152,944.00		-10	138,515.00	138,515.00	
10-7-026-551-00 Equipment-General	5,171.00	5,000.00	1,989.00		60	5,000.00	5,000.00	
10-7-026-560-00 Equipment - Capitalized Recommended: All--CIP Item REQUESTED: $220,000 Workstation replacements		95,550.00	79,081.00		17	220,000.00	220,000.00	
10-7-026-571-00 Utilities-Telephone	161,660.00	160,000.00	134,288.00		16	170,000.00	170,000.00	
10-7-026-600-00 Contractual Services (Cs) Technical Assistance/Backup support	1,076.00	5,550.00	111,198.00		-1,904	425,880.00	425,880.00	
10-7-026-605-02 Msa-Dp Sw Mtn Recommended: All Requested: $24,150 IronCloud; $74,400 Office365; $3,000 Office365 Backup; $4,000 Server Backups (cloud); annual software increases (25k)	343,981.00	425,312.10	476,998.00		-12	517,853.00	517,853.00	
10-7-026-690-00 Special Projects Recommended: All Requested: $261k for priority 1 and 2 items recommended to Council by consultant in 2021 Base: $18,000 for Sheriff equipment Replacement	60,457.00	62,360.00	282,408.00		-353	279,260.00	279,260.00	
10-7-026-750-00 Lease- Copiers	2,014.00	3,000.00	2,025.00		33	3,000.00	3,000.00	
Total	**$1,224,628.00**	**$1,506,267.10**	**$1,696,491.00**			**$2,384,811.00**	**$2,384,811.00**	

Department: 027 Gis

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-027-500-00 Wages & Salaries Fulltime	46,238.00	73,700.00	69,891.00		5	75,525.00	75,525.00	
10-7-027-500-05 Salaries- Overtime		500.00			100			
10-7-027-510-00 Fica-Employers Contrib	3,195.00	5,675.00	5,195.00		8	5,815.00	5,815.00	
10-7-027-510-05 Sc Ret Employers Contrib	6,930.00	11,545.00	11,195.00		3	12,590.00	12,590.00	
10-7-027-510-15 Health/Life Ins Employers	6,344.00	8,315.00	7,335.00		12	8,300.00	8,040.00	
10-7-027-510-25 Workers Compensation	99.00	2,220.00	201.00		91	2,280.00	2,280.00	
10-7-027-530-00 Travel, Training, Dues	400.00	4,000.00			100	4,000.00	4,000.00	
10-7-027-540-00 Supplies - General	2,437.00	5,000.00	683.00		86	5,000.00	5,000.00	
10-7-027-541-00 Supplies-Postage		100.00			100	100.00	100.00	
10-7-027-560-00 Equipment-Capitalized	13,344.00							
10-7-027-571-00 Utilities-Telephone Decrease $2000	864.00	3,000.00	900.00		70	3,000.00	1,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-027-600-00 Contractual Services(Cs) Transfer pictometry from assessor	5,018.00	13,000.00			100	73,000.00	73,000.00	
Total	**$84,869.00**	**$127,055.00**	**$95,400.00**			**$189,610.00**	**$187,350.00**	
Department: 029 Zoning								
10-7-029-500-00 Wages & Salaries Full Time Merged with Planning	245,397.00	241,765.00	211,735.00		12	266,960.00		
10-7-029-500-05 Salaries - Overtime Merged with Planning	822.00	2,000.00	931.00		53	2,000.00		
10-7-029-510-00 Fica-Employers Contrib. Merged with Planning	17,461.00	18,650.00	15,639.00		16	20,575.00		
10-7-029-510-05 Sc Ret Employers Contrib Merged with Planning	38,036.00	40,340.00	34,158.00		15	44,540.00		
10-7-029-510-15 Health/Life Ins Employers Merged with Planning	46,040.00	52,585.00	38,111.00		28	52,585.00		
10-7-029-510-25 Workers Compensation Merged with Planning	4,308.00	6,010.00	4,104.00		32	7,250.00		
10-7-029-530-00 Travel, Training, Dues Merged with Planning	1,166.00	4,750.00	334.00		93	4,750.00		

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-029-540-00 Supplies-General Merged with Planning; REQUESTED: $650 clothing allowance	4,399.00	6,000.00	3,973.00		34	6,650.00		
10-7-029-543-01 Supplies-Food Merged with Planning	414.00	1,800.00	636.00		65	750.00		
10-7-029-551-00 Equipment-General Merged with Planning	886.00	1,000.00			100	1,000.00		
10-7-029-571-00 Utilities-Telephone Merged with Planning	2,755.00	5,150.00	3,684.00		28	5,150.00		
10-7-029-600-00 Contractual Services (Cs) Merged with Planning		20,000.00			100			
10-7-029-670-00 Advertising Merged with Planning	987.00	6,000.00	335.00		94	6,000.00		
10-7-029-750-00 Lease- Copiers Merged with Planning	2,716.00	4,500.00	2,114.00		53	4,500.00		
Total	**$365,387.00**	**$410,550.00**	**$315,754.00**			**$422,710.00**		
Department: 031 Building								
10-7-031-500-00 Wages & Salaries Full Time Recommended: None; Job classification changes/certification increases ($30k)	637,281.00	754,380.00	586,391.00		22	784,380.00	781,250.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-031-500-05 Salaries - Overtime	50.00	2,000.00	1,389.00		31	2,000.00	2,000.00	
10-7-031-500-10 Wages & Salaries Parttime Recommended: Position to assist in administering impact fees						15,000.00	15,000.00	
10-7-031-510-00 Fica-Employers Contrib.	46,149.00	57,863.00	43,683.00		25	60,355.00	60,355.00	
10-7-031-510-05 Sc Ret Employers Contrib	98,880.00	117,692.00	93,437.00		21	130,645.00	130,645.00	
10-7-031-510-15 Health/Life Ins Employers	96,719.00	132,140.00	93,079.00		30	126,890.00	126,450.00	
10-7-031-510-25 Workers Compensation	10,008.00	19,335.00	13,090.00		32	20,230.00	20,230.00	
10-7-031-530-00 Travel, Training, Dues	9,606.00	23,500.00	8,400.00		64	23,500.00	23,500.00	
10-7-031-540-00 Supplies-General	7,197.00	13,000.00	4,763.00		63	13,000.00	13,000.00	
10-7-031-551-00 Equipment-General	347.00	6,400.00	1,613.00		75	6,400.00	6,400.00	
10-7-031-571-00 Utilities-Telephone Decrease $2000	15,094.00	15,600.00	14,977.00		4	18,500.00	16,500.00	
10-7-031-600-00 Contractual Services (Cs)	89,614.00	200,000.00	200,000.00			200,000.00	200,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-031-613-00 Demolition Expense	69,100.00	80,000.00	63,000.00		21	80,000.00	80,000.00	
10-7-031-670-00 Advertising		250.00			100	250.00	250.00	
10-7-031-750-00 Lease- Copiers	2,941.00	5,000.00	2,675.00		47	5,000.00	5,000.00	
Total	**$1,082,986.00**	**$1,427,160.00**	**$1,126,497.00**			**$1,486,150.00**	**$1,480,580.00**	
Department: 032 Planning								
10-7-032-500-00 Wages & Salaries Full Time Recommended: Merged Zoning & Planning; Transfer portion of engineer's salary under division	274,228.00	526,725.00	310,966.00		41	559,835.00	826,125.00	
10-7-032-500-05 Salaries - Overtime Merged Planning and Zoning	610.00	4,500.00	559.00		88	4,500.00	6,500.00	
10-7-032-500-10 Wages & Salaries Part-Time	1,053.00							
10-7-032-510-00 Fica-Employers Contrib. Merged Zoning and Planning	19,803.00	40,640.00	23,432.00		42	43,170.00	63,745.00	
10-7-032-510-05 Sc Ret Employers Contrib Merged Zoning and Planning	42,324.00	82,660.00	49,732.00		40	93,745.00	138,285.00	
10-7-032-510-15 Health/Life Ins Employers Merged Zoning and Planning	35,158.00	80,770.00	35,903.00		56	73,580.00	131,280.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-032-510-25 Workers Compensation Merged Zoning and Planning	3,007.00	7,135.00	4,652.00		35	7,285.00	14,535.00	
10-7-032-530-00 Travel, Training, Dues Merged Zoning and Planning; Recommended: None REQUESTED: Training increase for Development Services Director, AICP test, and bonus for Senior Planner	3,361.00	9,000.00	1,981.00		78	9,000.00	13,750.00	
10-7-032-540-00 Supplies-General Merged Zoning and Planning; REQUESTED: Increase in supplies costs and clothing allowance	3,908.00	6,100.00	3,517.00		42	6,000.00	12,650.00	
10-7-032-541-00 Supplies-Postage	548.00	4,000.00	1,212.00		70	4,000.00	4,000.00	
10-7-032-543-01 Supplies-Food Merged Zoning and Planning	1,820.00	3,000.00	1,111.00		63	3,000.00	3,750.00	
10-7-032-551-00 Equipment-General Merged Zoning and Planning	187.00		129.00				1,000.00	
10-7-032-571-00 Utilities-Telephone Decrease $1150; Merged Zoning and Planning	2,163.00	4,000.00	2,887.00		28	4,000.00	8,000.00	
10-7-032-600-00 Contractual Services (Cs) Transferred 20k from 029-600; left in money from RFATS and on call. Remove approx. $70k in one-time carryforward projects	59,686.00	114,216.00	111,251.00		3	65,000.00	65,000.00	
10-7-032-600-15 Cs-Traffic Impact Analyses Reimbursed per fee schedule		50,000.00	28,510.00		43	50,000.00	50,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-032-605-00 Cs-Printing			83.00					
10-7-032-670-00 Advertising Merged Zoning and Planning	6,548.00	10,500.00	6,737.00		36	12,000.00	18,000.00	
10-7-032-690-00 Special Projects Comp Plan--carry forward phase 1 and fund phase 2 comp plan update ($600k); $180k from fund balance for UDO rewrite		258,000.00			100	780,000.00	780,000.00	
10-7-032-750-00 Lease- Copiers Merged Zoning and Planning	4,221.00	12,000.00	4,122.00		66	12,000.00	16,500.00	
Total	**$458,625.00**	**$1,213,246.00**	**$586,784.00**			**$1,727,115.00**	**$2,153,120.00**	
Department: 041 Assessor								
10-7-041-500-00 Wages & Salaries Full Time Recommended: Appraiser; Transfer savings from eliminating part-time to assist in retention of appraiser positions; REQUESTED: Appraiser II $48k; requested amount adjusted based on the FY21 line item budget. Transfer from part-time $22,562 - promote Appraiser I to Appraiser II, move appraiser to minimum, and move veteran appraiser to midpoint.	573,109.00	585,510.00	502,312.00		14	668,940.00	656,090.00	
10-7-041-500-05 Salaries - Overtime	529.00	2,000.00			100	2,000.00	2,000.00	
10-7-041-500-10 Wages & Salaries Part-Time	14,176.00	21,000.00	4,013.00		81			
10-7-041-510-00 Fica-Employers Contrib.	42,448.00	46,555.00	38,346.00		18	50,700.00	51,950.00	
10-7-041-510-05 Sc Ret Employers Contrib	90,772.00	94,685.00	81,299.00		14	109,700.00	112,460.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-041-510-15 Health/Life Ins Employers	84,636.00	89,065.00	68,728.00		23	83,315.00	95,855.00	
10-7-041-510-25 Workers Compensation	7,577.00	12,590.00	8,244.00		35	14,200.00	14,805.00	
10-7-041-530-00 Travel, Training, Dues Recommended: $1500 for Appraiser; REQUESTED: $1500 requested position	9,091.00	21,500.00	4,696.00		78	23,000.00	23,000.00	
10-7-041-540-00 Supplies-General Recommended: $100 for Appraiser, $400 uniform; REQUESTED: 500 requested position	2,682.00	4,000.00	3,098.00		23	4,500.00	4,500.00	
10-7-041-541-00 Supplies-Postage	2,940.00	2,500.00	4,273.00		-71	2,500.00	2,500.00	
10-7-041-551-00 Equipment-General Recommended: $3920 for furniture, equipment, and computer for Appraiser; REQUESTED: computer, field equipment, furniture for requested position						3,920.00	3,920.00	
10-7-041-571-00 Utilities-Telephone Decrease $4000	4,984.00	9,500.00	4,359.00		54	9,500.00	5,500.00	
10-7-041-593-00 Maintenance-Service Agree. Recommended: All REQUESTED: $2120 Increase in AssessPro software agreement	40,503.00	39,440.00	41,703.00		-6	41,560.00	41,560.00	
10-7-041-600-00 Contractual Services (Cs) Recommended: All; Transfer Pictometry to GIS. Requested: $1,500 increase due to qPublic/IDAM software increases	4,608.00	67,500.00	7,657.00		89	9,000.00	9,000.00	
10-7-041-605-00 Cs-Printing	1,901.00	2,500.00	1,514.00		39	2,500.00	2,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-041-670-00 Advertising	58.00	200.00	58.00		71	200.00	200.00	
10-7-041-690-00 Special Projects REQUESTED: Re-assessment costs	26,717.00	38,000.00	489.00		99	50,600.00	50,600.00	
10-7-041-750-00 Lease- Copiers	20,234.00	22,000.00	18,869.00		14	22,000.00	22,000.00	
Total	**$926,965.00**	**$1,058,545.00**	**$789,658.00**			**$1,098,135.00**	**$1,098,440.00**	
Department: 043 Auditor								
10-7-043-500-00 Wages & Salaries Full Time Recommended: $26000 FT Clerk; Requested: FT or PT Clerk $26k, Code Enforcement Officer $34k, Current staff raises $10k	194,035.00	195,710.00	183,965.00		6	265,710.00	241,625.00	
10-7-043-500-05 Salaries- Ot	462.00	500.00			100	500.00	500.00	
10-7-043-510-00 Fica-Employers Contrib.	14,223.00	15,010.00	14,038.00		6	19,470.00	18,525.00	
10-7-043-510-05 Sc Ret Employers Contrib	30,073.00	30,530.00	29,464.00		3	43,000.00	40,100.00	
10-7-043-510-15 Health/Life Ins Employers	26,916.00	34,960.00	22,517.00		36	46,345.00	58,885.00	
10-7-043-510-25 Workers Compensation	428.00	2,090.00	536.00		74	3,000.00	2,850.00	
10-7-043-530-00 Travel, Training, Dues	2,800.00	4,500.00	1,504.00		67	4,500.00	4,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-043-540-00 Supplies-General	14,528.00	11,000.00	7,886.00		28	11,000.00	11,000.00	
10-7-043-542-00 Supplies - Clothing Requested: $130 related to Code Enformcement Officer						130.00		
10-7-043-551-00 Equipment-General Requested: $2400 related to Code Enforcement Officer		2,500.00	158.00		94	4,900.00	2,500.00	
10-7-043-560-00 Equipment - Capitalized Requested: Vehicle for Code Enforcement Officer						24,430.00		
10-7-043-571-00 Utilities-Telephone Requested: $1110 for Code Enforcement Officer	2,220.00	3,000.00	2,716.00		9	4,110.00	3,000.00	
10-7-043-590-00 Maintenance - Vehicles Requested: $1500 related to Code Enforcement Officer						1,500.00		
10-7-043-590-05 Gasoline Requested: $1000 related to Code Enforcement Officer						1,000.00		
10-7-043-600-00 Contractual Services (Cs)			114.00					
10-7-043-670-00 Advertising	2,550.00	3,500.00			100	3,500.00	3,500.00	
10-7-043-750-00 Lease- Copiers	4,372.00	3,000.00	3,200.00		-7	5,000.00	5,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Total	**$292,607.00**	**$306,300.00**	**$266,098.00**			**$438,095.00**	**$391,985.00**	
Department: 044 Treasurer								
10-7-044-500-00 Wages & Salaries Full Time	238,747.00	236,730.00	224,407.00		5	247,710.00	272,740.00	
Recommended: FT employee; County-wide salary adjustment; REQUESTED: Treasurer to minimum pay of salary study								
10-7-044-500-05 Salaries - Overtime	1,455.00	1,500.00	1,421.00		5	3,000.00	3,000.00	
Recommended: All REQUESTED: $1500 additional								
10-7-044-500-10 Wages & Salaries Part-Time	1,108.00					14,950.00		
Requested: PT Clerk								
10-7-044-510-00 Fica-Employers Contrib.	17,681.00	18,225.00	17,192.00		6	18,750.00	20,980.00	
10-7-044-510-05 Sc Ret Employers Contrib	37,137.00	37,070.00	36,158.00		2	40,585.00	45,415.00	
10-7-044-510-15 Health/Life Ins Employers	33,499.00	37,765.00	31,379.00		17	36,980.00	46,960.00	
10-7-044-510-25 Workers Compensation	534.00	1,620.00	648.00		60	1,685.00	1,800.00	
10-7-044-530-00 Travel, Training, Dues	1,330.00	500.00	100.00		80	3,500.00	3,500.00	
10-7-044-540-00 Supplies-General	9,507.00	14,500.00	14,017.00		3	11,500.00	11,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-044-541-00 Supplies-Postage	8,831.00	13,000.00	5,601.00		57	13,000.00	13,000.00	
10-7-044-571-00 Utilities-Telephone Decrease $500	2,184.00	3,000.00	1,559.00		48	3,000.00	2,500.00	
10-7-044-605-00 Cs-Printing Tax bill printing contract increase	77,395.00	76,000.00	81,277.00		-7	92,000.00	92,000.00	
10-7-044-670-00 Advertising	574.00	700.00	400.00		43	700.00	700.00	
10-7-044-750-00 Lease- Copiers	2,284.00	3,000.00	2,175.00		27	3,000.00	3,000.00	
10-7-044-781-20 Bank Charges	60,356.00	100.00	135,331.00		-135,231	100.00	100.00	
10-7-044-781-26 Bonds Expense	144.00	500.00	144.00		71	500.00	500.00	
10-7-044-782-00 Over/Shortage		200.00	-1,132.00		666	200.00	200.00	
Total	**$492,766.00**	**$444,410.00**	**$550,677.00**			**$491,160.00**	**$517,895.00**	
Department: 045 Delinquent Tax								
10-7-045-500-00 Wages & Salaries Full Time	162,121.00	183,515.00	166,440.00		9	190,080.00	190,080.00	
10-7-045-500-05 Salaries - Overtime		500.00	6.00		99	500.00	500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-045-500-10 Wages & Salaries Part-Time	153.00	400.00	303.00		24	400.00	400.00	
10-7-045-510-00 Fica-Employers Contrib.	11,281.00	14,110.00	12,024.00		15	14,610.00	14,610.00	
10-7-045-510-05 Sc Ret Employers Contrib	25,120.00	28,695.00	26,531.00		8	31,625.00	31,625.00	
10-7-045-510-15 Health/Life Ins Employers	40,361.00	52,515.00	38,627.00		26	51,500.00	51,395.00	
10-7-045-510-25 Workers Compensation	360.00	2,300.00	631.00		73	2,500.00	2,375.00	
10-7-045-530-00 Travel, Training, Dues	2,773.00	4,000.00	181.00		95	4,000.00	4,000.00	
10-7-045-540-00 Supplies-General	3,917.00	6,000.00	3,127.00		48	6,000.00	6,000.00	
10-7-045-541-00 Supplies-Postage	34,135.00	51,000.00	1,344.00		97	51,000.00	51,000.00	
10-7-045-551-00 Equipment-General	2,763.00	5,000.00	285.00		94	5,000.00	5,000.00	
10-7-045-571-00 Utilities-Telephone Decrease $500	1,929.00	3,000.00	1,085.00		64	3,000.00	2,500.00	
10-7-045-600-00 Contractual Services(Cs)	18,012.00	27,500.00	12,570.00		54	27,500.00	27,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-045-604-00 Professional Services	7,916.00	12,500.00	16,401.00		-31	12,500.00	12,500.00	
10-7-045-605-00 Cs - Printing		1,000.00	2,633.00		-163	1,000.00	1,000.00	
10-7-045-670-00 Advertising	26,105.00	30,000.00	16,379.00		45	30,000.00	30,000.00	
10-7-045-680-00 Fee Reimbursement	250.00	600.00	2,825.00		-371	600.00	600.00	
10-7-045-750-00 Lease- Copiers	1,953.00	3,350.00	1,840.00		45	3,350.00	3,350.00	
10-7-045-781-27 Bonds - Surety	100.00	300.00	100.00		67	300.00	300.00	
10-7-045-782-00 Over/Shortage		120.00	125.00		-4	120.00	120.00	
Total	**$339,249.00**	**$426,405.00**	**$303,457.00**			**$435,585.00**	**$434,855.00**	
Department: 051 Registration & Elect								
10-7-051-500-00 Wages & Salaries Full Time Recommended: Clerk; Requested: $27,939 FT Clerk	133,421.00	164,215.00	107,014.00		35	197,920.00	197,920.00	
10-7-051-500-05 Salaries- Overtime	2,623.00	3,000.00	2,321.00		23	3,000.00	3,000.00	
10-7-051-500-10 Wages & Salaries Part-Time	115,604.00	110,000.00	123,555.00		-12	130,280.00	110,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: None REQUESTED: $26,505 increase for part-time clerk								
10-7-051-510-00 Fica-Employers Contrib.	10,473.00	21,210.00	10,197.00		52	23,980.00	23,980.00	
10-7-051-510-05 Sc Ret Employers Contrib	25,144.00	43,135.00	19,938.00		54	47,900.00	47,900.00	
10-7-051-510-10 S.C. Police Ret Employer	97.00	400.00	256.00		36	400.00	400.00	
10-7-051-510-15 Health/Life Ins Employers	30,027.00	34,175.00	21,851.00		36	58,120.00	58,120.00	
10-7-051-510-25 Workers Compensation	691.00	1,455.00	836.00		43	4,065.00	3,500.00	
10-7-051-530-00 Travel, Training, Dues REQUESTED: $18,375 increase	12,213.00	18,375.00	1,525.00		92	36,750.00	18,375.00	
10-7-051-540-00 Supplies-General Recommended: None REQUESTED: $24,000 increase for FY21. Take back down to FY20 amount of $14,000	21,748.00	38,000.00	29,542.00		22	38,000.00	14,000.00	
10-7-051-541-00 Supplies- Postage	10,579.00	7,000.00	12,094.00		-73	7,000.00	7,000.00	
10-7-051-551-00 Equipment-General Recommended: All Requested: $22900; $2400 for computer setup related to position; $500 furniture related to position	22,626.00	20,000.00			100	22,900.00	22,900.00	
10-7-051-560-00 Equipment - Capitalized		25,572.00	26,520.00		-4	95,000.00	25,575.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: Maintain same funding level for replacements Requested: $95k for DS 200 and express vote machines								
10-7-051-571-00	4,290.00	6,000.00	3,914.00		35	7,110.00	5,500.00	
Utilities-Telephone								
Decrease $1610; Recommended: All Requested: $1,110 for phones related to position								
10-7-051-593-00	15,518.00	36,550.00	23,362.00		36	51,485.00	51,485.00	
Maintenance-Service Agreement								
Recommended: all Requested: Increase due to Image Silo and shredding service								
10-7-051-600-00	7,744.00	14,360.00	8,609.00		40	62,485.00	14,360.00	
Contractual Services (Cs)								
Recommended: None REQUESTED: increase								
10-7-051-605-00	1,896.00	5,000.00	10,037.00		-101	15,000.00	15,000.00	
Cs-Printing								
Recommended: All REQUESTED: $10,000 increase								
10-7-051-670-00	4,758.00	5,000.00	1,797.00		64	10,000.00	5,000.00	
Advertising								
Recommended: None REQUESTED: $5,000 increase								
10-7-051-690-00						260,000.00	260,000.00	
Special Projects								
Requested: $260,000; $200,000 to install new shelving and get all of the equipment fitted in the shelving; $5,000 for a mandated second early voting site (includes staff, site, and equipment); $55,000 to send new voter registration cards to all registered voters in the county due to redistricting.								
10-7-051-750-00	4,445.00	3,000.00	3,379.00		-13	4,500.00	4,500.00	
Lease- Copiers								
Total	**$423,897.00**	**$556,447.00**	**$406,747.00**			**$1,075,895.00**	**$888,515.00**	
Department: 060 Register Of Deeds								
10-7-060-500-00	190,497.00	195,795.00	181,598.00		7	200,630.00	200,630.00	
Wages & Salaries Full Time								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-060-500-05 Salaries- Ot	78.00	1,000.00			100	1,000.00	1,000.00	
10-7-060-500-10 Wages & Salaries Parttime	525.00	1,000.00			100	1,000.00	1,000.00	
10-7-060-510-00 Fica-Employers Contrib.	13,631.00	15,130.00	13,465.00		11	15,500.00	15,500.00	
10-7-060-510-05 Sc Ret Employers Contrib	29,318.00	30,775.00	29,146.00		5	33,555.00	33,555.00	
10-7-060-510-15 Health/Life Ins Employers	34,748.00	37,695.00	33,998.00		10	41,800.00	38,835.00	
10-7-060-510-25 Workers Compensation	422.00	1,570.00	485.00		69	2,620.00	1,685.00	
10-7-060-530-00 Travel, Training, Dues Recommended: All REQUESTED: Funding for two annual ROD conferences for staff	1,015.00	2,500.00	125.00		95	4,800.00	4,800.00	
10-7-060-540-00 Supplies-General	1,075.00	3,200.00	1,973.00		38	5,000.00	5,000.00	
10-7-060-541-00 Supplies Postage	2,669.00	3,000.00	1,824.00		39	3,000.00	3,000.00	
10-7-060-551-00 Equipment-General Removed amount related to new equipment for Recording position. Returned to FY20 amount of $2,500	38.00	8,000.00	6,784.00		15	2,500.00	2,500.00	
10-7-060-571-00 Utilities-Telephone Decrease $500	2,050.00	4,000.00	1,877.00		53	4,000.00	3,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-060-600-00 Contractual Services (Cs) Scanning approved during FY20. $12,960 annual	61,905.00	66,500.00	67,406.00		-1	79,460.00	79,460.00	
10-7-060-750-00 Lease- Copiers	6,179.00	7,500.00	5,872.00		22	6,000.00	6,000.00	
10-7-060-782-00 Over/Short		250.00	-35.00		114	250.00	250.00	
Total	**$344,150.00**	**$377,915.00**	**$344,518.00**			**$401,115.00**	**$396,715.00**	
Department: 061 Circuit Court								
10-7-061-500-05 Salaries Overtime	374.00							
10-7-061-500-10 Wages & Salaries Parttime	26,746.00	28,600.00	17,719.00		38	28,600.00	29,470.00	
10-7-061-510-00 Fica-Employers Contrib	2,054.00	2,190.00	1,423.00		35	2,190.00	2,190.00	
10-7-061-510-05 Sc Ret Employers Contrib	1,008.00		585.00					
10-7-061-510-10 S.C. Police Ret Employer	3,716.00	5,220.00	2,707.00		48	5,220.00	5,505.00	
10-7-061-510-25 Workers Compensation	217.00	1,200.00	171.00		86	1,200.00	1,140.00	
10-7-061-540-00 Supplies-General	2,102.00	3,000.00	861.00		71	3,000.00	3,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-061-571-00 Utilities-Telephone Increase $500	6,276.00	5,500.00	5,021.00		9	6,000.00	6,500.00	
10-7-061-600-00 Contractual Services(Cs)	1,740.00	5,000.00			100	5,000.00	5,000.00	
10-7-061-780-05 Pdc-Jurors	12,390.00	35,000.00	5,450.00		84	35,000.00	35,000.00	
Total	**$56,623.00**	**$85,710.00**	**$33,937.00**			**$86,210.00**	**$87,805.00**	
Department: 063 Clerk Of Court								
10-7-063-500-00 Wages & Salaries Full Time	235,700.00	239,975.00	224,705.00		6	245,540.00	245,540.00	
10-7-063-500-05 Salaries Overtime	385.00	500.00	30.00		94	500.00	500.00	
10-7-063-510-00 Fica-Employers Contrib.	17,022.00	18,395.00	16,558.00		10	19,025.00	18,825.00	
10-7-063-510-05 Sc Ret Employers Contrib	36,401.00	37,420.00	35,871.00		4	41,185.00	40,745.00	
10-7-063-510-10 Sc Police Ret Employers Co	242.00		137.00					
10-7-063-510-15 Health/Life Ins Employers	44,843.00	48,630.00	45,984.00		5	42,840.00	54,125.00	
10-7-063-510-25 Workers Compensation	3,584.00	5,810.00	4,350.00		25	5,085.00	5,085.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-063-530-00 Travel, Training, Dues	1,020.00	2,100.00	100.00		95	2,100.00	2,100.00	
10-7-063-540-00 Supplies-General	6,217.00	6,300.00	6,286.00		0	6,300.00	6,300.00	
10-7-063-541-00 Supplies Postage	3,617.00	5,000.00	2,183.00		56	5,000.00	5,000.00	
10-7-063-542-00 Supplies - Clothing	242.00	1,000.00	252.00		75	1,000.00	1,000.00	
10-7-063-551-00 Equipment-General	1,784.00	2,000.00			100	2,000.00	2,000.00	
10-7-063-560-00 Equipment - Capitalized		173,600.00	175,373.00		-1	373,900.00		
Requested: AV upgrades Courtroom B & Jury Assembly room. Courtroom A done in FY21. Amount adjusted to reflect only Courtroom B and Jury Assembly room. $373,900								
10-7-063-571-00 Utilities-Telephone	8,647.00	11,000.00	7,867.00		28	11,000.00	11,000.00	
10-7-063-593-00 Maintenance-Service Agree.		500.00			100	500.00	500.00	
10-7-063-600-00 Contractual Services (Cs)	602.00	1,500.00	125.00		92	1,500.00	1,500.00	
10-7-063-750-00 Lease- Copiers	2,729.00	2,000.00	3,121.00		-56	2,000.00	2,000.00	
10-7-063-781-27 Bonds - Surety		500.00	100.00		80	500.00	500.00	
Total	**$363,035.00**	**$556,230.00**	**$523,042.00**			**$759,975.00**	**$396,720.00**	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Department: 064 Family Court								
10-7-064-500-00 Wages & Salaries Full Time	170,685.00	197,555.00	159,003.00		20	211,385.00	211,385.00	
10-7-064-500-05 Salaries Overtime	322.00	500.00	64.00		87	500.00	500.00	
10-7-064-500-10 Salaries- Part Time	8,157.00	13,000.00	18,944.00		-46	13,000.00	13,000.00	
10-7-064-510-00 Fica-Employers Contrib.	15,621.00	16,145.00	16,306.00		-1	17,205.00	17,205.00	
10-7-064-510-05 Sc Ret Employers Contrib	31,164.00	30,820.00	29,991.00		3	35,090.00	35,090.00	
10-7-064-510-10 S.C. Police Ret Employer		2,375.00			100	1,495.00	2,505.00	
10-7-064-510-15 Health/Life Ins Employers	36,573.00	37,960.00	33,497.00		12	37,310.00	36,725.00	
10-7-064-510-25 Workers Compensation	479.00	910.00	845.00		7	1,000.00	1,000.00	
10-7-064-530-00 Travel, Training, Dues		2,100.00			100	2,100.00	2,100.00	
10-7-064-540-00 Supplies-General	4,237.00	10,000.00	3,356.00		66	10,000.00	10,000.00	
10-7-064-541-00 Supplies Postage	1,946.00	15,000.00	1,713.00		89	15,000.00	15,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-064-571-00 Utilities-Telephone Decrease $500	2,646.00	6,000.00	2,674.00		55	6,000.00	5,500.00	
10-7-064-593-00 Maintenance-Service Agree.		500.00			100	500.00	500.00	
10-7-064-690-12 Sp-Dss Incentive	48,047.00	47,032.00	54,687.00		-16	47,032.00	47,032.00	
10-7-064-750-00 Lease- Copiers	3,532.00	4,000.00	3,540.00		11	2,500.00	2,500.00	
Total	**$323,409.00**	**$383,897.00**	**$324,620.00**			**$400,117.00**	**$400,042.00**	
Department: 068 Coroner								
10-7-068-500-00 Wages & Salaries Full Time	238,046.00	258,745.00	236,897.00		8	342,075.00	293,335.00	
Recommended: None; REQUESTED: FT Morgue Tech and Admin Assistant (waiting on amount); $20,359; $13,263 for Chief Deputy Coroner salary increase; $2,000 for Deputy Coroner salary increase due to ABMDI cert; $5,096 for advanced tenure Deputy Coroner to match entry level with experience pay								
10-7-068-500-05 Salaries Overtime	2,487.00		20,639.00					
10-7-068-500-10 Wages & Salaries Parttime	55,781.00	40,000.00	81,740.00		-104	63,000.00	63,000.00	
Recommended: All REQUESTED: $23,000; $20,000 to compensate for deputizing current Transport Supervisor to be a part-time Deputy Coroner; $3,000 increase in salary of current part-time Deputy Coroner								
10-7-068-510-00 Fica-Employers Contrib.	21,645.00	25,060.00	25,868.00		-3	28,440.00	27,415.00	
10-7-068-510-05 Sc Ret Employers Contrib	14,643.00	34,175.00	14,969.00		56	42,660.00	39,890.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-068-510-10 S.C. Police Ret Employer	28,562.00	20,325.00	31,986.00		-57	23,275.00	22,600.00	
10-7-068-510-15 Health/Life Ins Employers	30,346.00	39,955.00	31,365.00		21	53,775.00	41,235.00	
10-7-068-510-25 Workers Compensation	9,211.00	16,265.00	14,746.00		9	13,055.00	18,325.00	
10-7-068-530-00 Travel, Training, Dues Recommended: All REQUESTED: $3,000 costs for ABMDI testing and certs and to attend advanced trainings which require out of state travel	4,735.00	7,000.00	3,753.00		46	10,000.00	10,000.00	
10-7-068-540-00 Supplies-General Recommended: All REQUESTED: $1,500 increase to accomodate use due to more deaths	10,940.00	10,000.00	10,862.00		-9	11,500.00	11,500.00	
10-7-068-542-00 Supplies - Clothing	7,795.00	11,000.00	7,547.00		31	11,000.00	11,000.00	
10-7-068-551-00 Equipment-General	2,155.00	6,000.00	5,727.00		5	6,000.00	6,000.00	
10-7-068-560-00 Equipment - Capitalized REQUESTED: $25,000 vehicle for full-time deputy coroner, if funded; $25,000 for truck with camper shell to limit exposure to noxic gasses; $26,880 for 2 rotating morgue tables to help prevent exceeding capacity; $5,000 to upfit records area						50,000.00		
10-7-068-571-00 Utilities-Telephone Recommended: none REQUESTED: $1,380 for 2 cell phones for positions	7,807.00	8,000.00	8,915.00		-11	9,380.00	8,500.00	
10-7-068-590-00 Maintenance - Vehicles	2,951.00	5,500.00	9,116.00		-66	5,500.00	5,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-068-590-05 Gasoline	8,823.00	9,000.00	12,197.00		-36	12,000.00	12,000.00	
10-7-068-600-00 Contractual Services (Cs)	13,385.00	7,000.00	5,408.00		23	11,000.00	11,000.00	
Recommended: All REQUESTED: $4,000 increase for rising call volume through afterhours answering service, rising medical waste with risinng number of deaths, any software upgrades and maintenance								
10-7-068-604-00 Professional Services	3,102.00	3,500.00	2,763.00		21	3,500.00	3,500.00	
10-7-068-604-10 Ps-Medical	216,640.00	190,000.00	276,355.00		-45	220,000.00	220,000.00	
10-7-068-750-00 Lease- Copiers	3,075.00	3,000.00	3,762.00		-25	3,000.00	3,000.00	
10-7-068-781-27 Bonds - Surety		500.00	340.00		32	500.00	500.00	
10-7-068-786-00 Donations Expenditures	561.00		359.00					
Total	**$682,690.00**	**$695,025.00**	**$805,314.00**			**$919,660.00**	**$808,300.00**	
Department: 069 Probate Court								
10-7-069-500-00 Wages & Salaries Full Time	264,112.00	295,145.00	261,781.00		11	410,522.00	330,590.00	
Recommended: None; REQUESTED: $71,393 PT Associate Probate Judge, $43,984 for Case Manager II, also requested reclassification of several staff (need to coordinate with HR)								
10-7-069-500-05 Salaries - Overtime	273.00	350.00	190.00		46	350.00	350.00	
10-7-069-500-10 Wages & Salaries Part-Time	16,049.00	18,750.00	13,066.00		30	44,750.00	44,750.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
PT Associate Judge funded by Marriage Ceremony Fee								
10-7-069-510-00 Fica-Employers Contrib.	20,416.00	28,575.00	20,688.00		28	36,652.00	27,990.00	
10-7-069-510-05 Sc Ret Employers Contrib	27,319.00	34,185.00	28,703.00		16	51,870.00	51,590.00	
10-7-069-510-10 Sc Police Ret Employers Co	16,246.00	15,910.00	15,497.00		3	17,115.00	4,650.00	
10-7-069-510-15 Health/Life Ins Employers	28,089.00	45,695.00	36,911.00		19	63,140.00	51,060.00	
10-7-069-510-25 Workers Compensation	621.00	3,145.00	784.00		75	7,163.00	2,290.00	
10-7-069-530-00 Travel, Training, Dues	13,346.00	12,000.00	2,088.00		83	28,838.00	17,000.00	
Recommended: Continuing education for staff REQUESTED: $16,835 per documentation in budget submission; $6,228 for addition of PT Associate Judge; $5,610 National Judicial College Advanced Evidence; $5,000 for continuing education for Case Managers and Legal Coordinator.								
10-7-069-540-00 Supplies-General	13,754.00	12,800.00	10,856.00		15	12,500.00	12,500.00	
10-7-069-551-00 Equipment-General	4,056.00	4,000.00	3,057.00		24	16,600.00	4,000.00	
Recommended: IT budget to handle replacement of obsolete equipment REQUESTED: $7,000; $6,300 replace 3 obsolete public computers not compatible with new case management system; $700 replace 1, 3 paper tray color laser printer for front counter; $5600 for requested PT Judge & Case Manager positions								
10-7-069-571-00 Utilities-Telephone	4,167.00	5,000.00	4,634.00		7	6,530.00	4,500.00	
Decrease $500; REQUESTED: $1,530; $420 Case mgr phone (position added during FY21), $420 Case mgr phone (requested FY22), $690 PT Assoc. Judge								
10-7-069-593-00 Maintenance-Service Agree.		11,880.00	3,725.00		69	11,880.00	11,880.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-069-600-00 Contractual Services (Cs)	12,958.00	41,542.00	26,208.00		37	92,000.00	20,000.00	
Recommended: None REQUESTED: $92,000; $72,000 for Contract Attorney if no PT Judge Recommended, $18,000 Independent Designated Examiner for IVC, $2,000 Guardian Ad Litem Appointment. Base: Removed one-time funding from software replacement								
10-7-069-670-00 Advertising	40.00	250.00			100	250.00	250.00	
10-7-069-750-00 Lease- Copiers	6,001.00	6,000.00	5,679.00		5	6,000.00	6,000.00	
10-7-069-781-26 Bonds Expense	223.00	700.00	223.00		68	1,400.00	700.00	
REQUESTED: $700 Probate Judge Bond								
10-7-069-782-00 Over/Short			-5.00					
Total	**$427,670.00**	**$535,927.00**	**$434,085.00**			**$807,560.00**	**$590,100.00**	
Department: 070 Mag-Countywide								
10-7-070-500-00 Wages & Salaries Full Time	679,132.00	672,645.00	619,273.00		8	651,125.00	696,065.00	
Recommended: Distribute balance from eliminated position per council discussion in FY2020; Requested: $10,000; $2,000 salary increases for 5 clerks								
10-7-070-500-05 Salaries Overtime	8,738.00	14,000.00	2,681.00		81	14,000.00	14,000.00	
10-7-070-510-00 Fica-Employers Contrib.	49,075.00	52,530.00	46,263.00		12	54,320.00	54,320.00	
10-7-070-510-05 Sc Ret Employers Contrib	46,556.00	40,960.00	40,014.00		2	46,185.00	46,185.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-070-510-10 Sc Police Ret Employers Co	70,146.00	69,385.00	69,814.00		-1	69,520.00	69,520.00	
10-7-070-510-15 Health/Life Ins Employers	115,008.00	113,145.00	95,002.00		16	111,015.00	111,580.00	
10-7-070-510-25 Workers Compensation	10,878.00	17,740.00	12,313.00		31	21,605.00	21,605.00	
10-7-070-530-00 Travel, Training, Dues	5,542.00	7,800.00	600.00		92	7,800.00	7,800.00	
10-7-070-540-00 Supplies-General	19,141.00	19,000.00	11,326.00		40	19,000.00	19,000.00	
10-7-070-542-00 Supplies - Clothing Recommended: Increase due to increased staff Requested: $1800 to accurately reflect the current need based on current number of constables	1,284.00	1,800.00	101.00		94	3,600.00	3,600.00	
10-7-070-560-00 Equipment - Capitalized	38,980.00							
10-7-070-570-00 Utilities-General Decrease $1350	14,271.00	17,850.00	10,002.00		44	17,850.00	16,500.00	
10-7-070-571-00 Utilities-Telephone Decrease $575	2,530.00	3,575.00	2,729.00		24	3,575.00	3,000.00	
10-7-070-590-00 Maintenance-Vehicles	2,751.00	3,000.00	2,081.00		31	3,000.00	3,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-070-590-05 Gasoline	5,860.00	8,800.00	4,815.00		45	8,800.00	8,800.00	
10-7-070-593-00 Maintenance-Service Agree	4,521.00	6,500.00	1,130.00		83	6,500.00	6,500.00	
10-7-070-750-00 Lease- Copiers	5,736.00	6,600.00	4,990.00		24	6,600.00	6,600.00	
10-7-070-780-05 Pdc-Jurors	2,760.00	8,500.00	-210.00		102	8,500.00	8,500.00	
10-7-070-781-27 Bonds - Surety	2,462.00	3,000.00	2,462.00		18	3,000.00	3,000.00	
Total	**$1,085,371.00**	**$1,066,830.00**	**$925,386.00**			**$1,055,995.00**	**$1,099,575.00**	
Department: 110 Sheriff								
10-7-110-500-00 Wages & Salaries Full Time	5,132,357.00	5,522,962.00	4,992,306.00		10	6,502,193.00	6,011,955.00	
Recommended: Ladder if positions are renewed, Grant Positions--if grant continues balance to be distributed for career ladder use; REQUESTED: $401,906 Career ladder; $60,000 PIO; $51,420 Narcotics Investigator (grant expiring) $48,500 for DUI Deputy (grant expiring); $48,000 COAP Coordinator (granr expiring); $50,076 COAP Deputy (grant expiring); $64,505 Violent Crime Task Force LT (grant expiring); $68,000 (2) Victims Advocates (grant expiring); $15,000 sick time incentive; $60,000 hiring bonus; $20,000 assist in funding victims advocate (grant budget cut); $111,824 3months SRO (includes fringe)								
10-7-110-500-05 Salaries - Overtime	188,157.00	198,000.00	121,152.00		39	198,000.00	198,000.00	
10-7-110-500-10 Wages & Salaries Part-Time	24,872.00	39,500.00	12,865.00		67	39,500.00	39,500.00	
10-7-110-510-00 Fica-Employers Contrib.	388,483.00	440,295.00	385,690.00		12	470,169.00	478,085.00	
10-7-110-510-05 Sc Ret Employers Contrib	112,222.00	88,380.00	120,697.00		-37	113,008.00	106,895.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-110-510-10 Sc Police Ret Employers Co	834,396.00	939,405.00	817,318.00		13	1,072,230.00	1,072,230.00	
10-7-110-510-15 Health/Life Ins Employers	786,705.00	934,505.00	744,564.00		20	1,038,505.00	962,065.00	
10-7-110-510-25 Workers Compensation	116,137.00	199,945.00	142,697.00		29	214,808.00	217,525.00	
10-7-110-530-00 Travel, Training, Dues REQUESTED: $5,000 increase for need in scenario based snd specialized training; $1,000 related to K-9 training	55,083.00	71,540.00	69,686.00		3	77,540.00	77,540.00	
10-7-110-540-00 Supplies-General	17,926.00	30,000.00	16,500.00		45	30,000.00	30,000.00	
10-7-110-540-10 Supplies-Sex Off Registry Removed $5,000 funding to replace outdated equipment	482.00	6,000.00	541.00		91	1,000.00	1,000.00	
10-7-110-542-00 Supplies-Clothing	47,782.00	66,200.00	38,981.00		41	68,200.00	68,200.00	
10-7-110-551-00 Equipment-General	12,089.00	35,200.00	39,740.00		-13	36,240.00	36,240.00	
10-7-110-551-30 Communications	5,760.00	51,711.39	31,794.00		39	43,000.00	43,000.00	
10-7-110-551-45 Protective Clothing	13,617.00	18,170.00	9,555.00		47	18,170.00	18,170.00	
10-7-110-551-65 Law Enforcement Recommended: All REQUESTED: Keep the increased amount recommeded for FY21	107,717.00	126,470.00	89,012.00		30	126,470.00	126,470.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-110-571-00 Utilities-Telephone	126,228.00	116,600.00	99,815.00		14	133,100.00	131,990.00	
Recommended: Sworn personnel REQUESTED: 13,680 increase to provide all sworn personnel with cell phones; $1,110 related to requested PIO position								
10-7-110-581-00 Rent-Building	34,609.00	34,778.00	35,822.00		-3	34,778.00	34,778.00	
10-7-110-590-00 Maintenance-Vehicles	188,390.00	158,000.00	214,038.00		-35	200,000.00	200,000.00	
10-7-110-590-05 Gasoline	281,360.00	330,000.00	233,805.00		29	290,000.00	290,000.00	
10-7-110-593-00 Maintenance-Service Agree.	183,260.00	190,390.00	188,687.00		1	193,440.00	193,440.00	
Recommended: All REQUESTED: $3,050 incease to cover cost of Records Management Maintenance								
10-7-110-600-00 Contractual Services (Cs)	98,800.00	100,000.00	83,924.00		16	100,000.00	100,000.00	
10-7-110-604-04 Ps Legal	55,000.00	55,000.00	55,000.00			55,000.00	55,000.00	
10-7-110-670-00 Advertising	475.00	2,000.00	500.00		75	2,000.00	2,000.00	
10-7-110-690-00 Special Projects	16,000.00					25,400.00		
Recommended: None REQUESTED: $25,400; $5,400 to repaint various areas; $20,000 to recarpet 1st floor								
10-7-110-690-03 Sp-Crime Prevention	621.00	3,000.00	834.00		72	3,000.00	3,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-110-750-00 Lease- Copiers	27,289.00	35,000.00	23,367.00		33	35,000.00	35,000.00	
10-7-110-781-26 Bonds Expense	350.00	1,000.00	520.00		48	1,000.00	1,000.00	
10-7-110-786-00 Donations Exp.	8,681.00		71,884.00					
Total	**$8,864,848.00**	**$9,794,051.39**	**$8,641,294.00**			**$11,121,751.00**	**$10,533,083.00**	
Department: 111 Sher:Drug Asset Forf								
10-7-111-783-00 Drug Forfeit Expenditures	17,146.00		4,967.00					
Total	**$17,146.00**		**$4,967.00**					
Department: 117 Sheriff Dpt- Town Of Kers								
10-7-117-500-00 Wages & Salaries Full Time	350,475.00	343,850.00	336,527.00		2	367,775.00	367,775.00	
10-7-117-500-05 Salaries- Overtime	1,321.00	10,000.00	12,695.00		-27	10,000.00	10,000.00	
10-7-117-510-00 Fica-Employers Contrib	25,399.00	27,070.00	26,163.00		3	28,900.00	28,900.00	
10-7-117-510-05 Sc Ret Employers Contrib	197.00							
10-7-117-510-10 Sc Police Ret Employers Cont	63,504.00	64,545.00	65,358.00		-1	72,685.00	72,685.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-117-510-15 Health/Life Ins Employers	49,503.00	47,865.00	47,103.00		2	47,180.00	41,875.00	
10-7-117-510-25 Workers Compensation	8,765.00	14,080.00	11,062.00		21	15,030.00	15,030.00	
10-7-117-530-00 Travel, Training, Dues	1,173.00	2,500.00	1,667.00		33	2,500.00	2,500.00	
10-7-117-540-00 Supplies- General	81.00	1,000.00	297.00		70	1,000.00	1,000.00	
10-7-117-542-00 Supplies- Clothing	1,629.00	3,500.00	762.00		78	3,500.00	3,500.00	
10-7-117-551-30 Communications		2,500.00			100	2,500.00	2,500.00	
10-7-117-551-65 Law Enforcement	2,279.00	6,000.00	4,108.00		32	6,000.00	6,000.00	
10-7-117-590-00 Maintenance- Vehicles	23,239.00	15,000.00	24,594.00		-64	25,000.00	25,000.00	
Recommended: All Requested: Accurately budget based on past years								
10-7-117-590-05 Gasoline	23,957.00	41,000.00	16,496.00		60	41,000.00	41,000.00	
Total	**$551,522.00**	**$578,910.00**	**$546,832.00**			**$623,070.00**	**$617,765.00**	
Department: 120 Detention Center								
10-7-120-500-00 Wages & Salaries Full Time	1,347,401.00	1,444,155.00	1,180,550.00		18	1,772,819.00	1,575,020.00	
Recommended: 2 Correctional Officers, county-wide COLA, REQUESTED: 4 officers ($37,271 ea); $139,580 for ladder; $40,000 Maintenance Tech								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-120-500-05 Salaries - Overtime	48,291.00	50,000.00	45,034.00		10	50,000.00	50,000.00	
10-7-120-510-00 Fica-Employers Contrib.	101,121.00	114,305.00	92,955.00		19	128,769.00	124,315.00	
10-7-120-510-05 Sc Ret Employers Contrib	223.00							
10-7-120-510-10 Sc Police Ret Employers Co	251,075.00	272,535.00	230,454.00		15	318,915.00	312,655.00	
10-7-120-510-15 Health/Life Ins Employers	209,931.00	228,191.00	177,304.00		22	230,035.00	230,035.00	
10-7-120-510-25 Workers Compensation	34,026.00	59,455.00	38,606.00		35	66,653.00	64,660.00	
10-7-120-520-25 Personnel Disease Prev. Recommended: All REQUESTED: $1,000 increase due to increase in inmate population	9,306.00	9,000.00	3,501.00		61	10,000.00	10,000.00	
10-7-120-530-00 Travel, Training, Dues Recommended: All REQUESTED: $5,000 for specialized and advanced training	4,428.00	7,100.00	7,002.00		1	12,100.00	12,100.00	
10-7-120-540-00 Supplies-General	16,415.00	18,000.00	13,173.00		27	18,000.00	18,000.00	
10-7-120-540-15 Supplies-Inmate (Comm. Commission...	20,899.00	40,000.00	81,220.00		-103	40,000.00	40,000.00	
10-7-120-542-00 Supplies-Clothing Recommended: unforms for 2 COs; REQUESTED: $2k for requested COs	9,766.00	10,000.00	2,184.00		78	12,000.00	11,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-120-543-00 Supplies-Laundry	2,077.00	3,000.00	3,199.00		-7	3,000.00	3,000.00	
10-7-120-543-05 Supplies-Food/Beverage	247,238.00	287,440.00	287,440.00			287,440.00	287,440.00	
10-7-120-543-15 Supplies-Board/Lodging	4,991.00	15,000.00	13,098.00		13	15,000.00	15,000.00	
10-7-120-551-00 Equipment-General Recommended: equipment for 2 COs; REQUESTED: $100 each for requested COs	5,854.00	9,900.00	5,315.00		46	10,300.00	10,100.00	
10-7-120-551-65 Equipment-Law Enforcement	7,774.00	10,300.00	9,261.00		10	10,300.00	10,300.00	
10-7-120-560-00 Equipment - Capitalized Recommended: All REQUESTED: Prisoner transport van						80,000.00	80,000.00	
10-7-120-571-00 Utilities-Phone Decrease $250	4,260.00	5,750.00	3,483.00		39	5,750.00	5,500.00	
10-7-120-600-00 Contractual Services	1,743.00	6,000.00	33,450.00		-458	6,000.00	6,000.00	
10-7-120-604-10 Ps-Medical Recommended: All REQUESTED: $144,000 increase in order to provide better care by switching to MUSC	264,691.00	256,000.00	255,561.00		0	400,000.00	400,000.00	
10-7-120-690-00 Special Projects Recommended: None REQUESTED: $155,789 window replacement; rolling cell door replacement (no cost provided)	204,063.00	86,306.89	92,910.00		-8	155,789.00		

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-120-750-00 Lease- Copiers	6,072.00	8,000.00	5,267.00		34	8,000.00	8,000.00	
10-7-120-781-50 Dys Service Contract	5,800.00	13,000.00	5,700.00		56	13,000.00	13,000.00	
Total	**$2,807,445.00**	**$2,953,437.89**	**$2,586,667.00**			**$3,653,870.00**	**$3,286,125.00**	
Department: 121 School Resource Officers								
10-7-121-500-00 Wages & Salaries Fulltime	364,872.00	391,405.00	303,215.00		23	368,770.00	455,480.00	
10-7-121-500-05 Salaries- Overtime		1,000.00	146.00		85	1,000.00	1,000.00	
10-7-121-500-10 Wages & Salaries Part Time	2,753.00	22,950.00	34,999.00		-53	22,500.00	22,500.00	
10-7-121-510-00 Fica-Employers Contrib	26,893.00	31,740.00	25,210.00		21	36,640.00	36,640.00	
10-7-121-510-10 S.C. Police Ret Employer	67,025.00	75,680.00	63,478.00		16	92,155.00	92,155.00	
10-7-121-510-15 Health/Life Ins Employers	54,157.00	73,830.00	53,284.00		28	59,770.00	75,435.00	
10-7-121-510-25 Workers Compensation	9,154.00	14,355.00	10,813.00		25	16,800.00	16,800.00	
10-7-121-590-00 Maintenance - Vehicles	7,641.00	4,000.00	3,791.00		5	4,000.00	4,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-121-590-05 Gasoline	6,607.00	7,000.00	4,034.00		42	7,000.00	7,000.00	
Total	**$539,102.00**	**$621,960.00**	**$498,970.00**			**$608,635.00**	**$711,010.00**	
Department: 130 Communications								
10-7-130-500-00 Wages & Salaries Fulltime	1,038,135.00	1,197,770.00	974,051.00		19	1,298,025.00	1,250,225.00	
Recommended: None; Requested: $20,000 for retention bonus ($500 2x/year)								
10-7-130-500-05 Salaries Overtime	118,943.00	115,000.00	116,004.00		-1	115,000.00	115,000.00	
10-7-130-500-10 Wages & Salaries Parttime	31,996.00	41,000.00	6,961.00		83	67,000.00	67,000.00	
Recommended: 2 PT TCO's; REQUESTED: $26000 for two additonal part time telecommunicators								
10-7-130-510-00 Fica-Employers Contrib	85,942.00	103,565.00	82,366.00		20	109,515.00	109,565.00	
10-7-130-510-05 Sc Ret Employers Contrib	149,056.00	176,940.00	150,555.00		15	204,205.00	208,620.00	
10-7-130-510-10 S.C. Police Ret Employer	37,816.00	38,415.00	27,513.00		28	42,055.00	42,055.00	
10-7-130-510-15 Health/Life Ins Employers	180,390.00	231,300.00	164,558.00		29	221,415.00	223,260.00	
10-7-130-510-25 Workers Compensation	6,310.00	10,535.00	5,212.00		51	10,805.00	11,840.00	
10-7-130-520-25 Personnel Disease Prev.			36.00					

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-130-530-00 Travel, Training, Dues	11,670.00	11,400.00	4,589.00		60	15,000.00	15,000.00	
Recommended: All REQUESTED: $3600 - more needs and opportunities for training now than in the past								
10-7-130-540-00 Supplies - General	11,223.00	17,100.00	9,023.00		47	17,100.00	17,100.00	
10-7-130-540-05 Supplies-Radios	42,303.00	43,000.00	22,530.00		48	50,000.00	50,000.00	
Recommended: All REQUESTED: $7000 for wired lapel mics - current ones are failing and needing repair more often than anticipated								
10-7-130-542-00 Supplies - Clothing	6,725.00	13,500.00	3,253.00		76	13,500.00	13,500.00	
10-7-130-551-00 Equipment-General	77,532.00	80,000.00	24,759.00		69	80,000.00	80,000.00	
10-7-130-560-00 Equipment - Capitalized						1,050,000.00	1,050,000.00	
Recommended: All REQUESTED: $1,050,000 for replacement of consoles which are no longer supported by Motorola								
10-7-130-571-00 Utilities-Telephone	2,597.00	5,000.00	2,546.00		49	5,000.00	3,500.00	
Decrease $1500								
10-7-130-590-00 Maintenance - Vehicles	1,182.00	3,000.00	1,403.00		53	3,000.00	3,000.00	
10-7-130-590-05 Gasoline	3,272.00	5,000.00	2,281.00		54	5,000.00	5,000.00	
10-7-130-591-00 Maintenance - General	36,658.00	91,884.36	44,563.00		52	57,000.00	57,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-130-593-00 Maintenance-Service Agree	60,591.00	134,730.00	72,865.00		46	134,730.00	134,730.00	
10-7-130-600-00 Contractual Services(Cs) Requested: Decrease $7,000	246,758.00	253,000.00	245,760.00		3	246,000.00	246,000.00	
10-7-130-750-00 Lease- Copiers	3,726.00	5,000.00	3,416.00		32	5,000.00	5,000.00	
10-7-130-786-00 Donations Exp	100.00		20.00					
Total	**$2,152,925.00**	**$2,577,139.36**	**$1,964,264.00**			**$3,749,350.00**	**$3,707,395.00**	
Department: 140 Emergency Management								
10-7-140-500-00 Wages & Salaries Full Time Recommended: county-wide COLA Requested: $10,000; $5,000 increase for Chief of Operations, Planning, & Implementation, $5,000 Apparatus and Equipment Officer (IT functions)	182,485.00	190,080.00	178,730.00		6	200,080.00	197,650.00	
10-7-140-500-05 Salaries - Overtime	4,539.00	3,500.00	2,361.00		33	3,500.00	3,500.00	
10-7-140-500-10 Wages & Salaries Parttime		3,500.00			100	3,500.00	3,500.00	
10-7-140-510-00 Fica-Employers Contrib.	13,659.00	15,075.00	13,739.00		9	15,655.00	15,655.00	
10-7-140-510-10 S.C. Police Ret Employer	33,885.00	35,950.00	33,954.00		6	39,375.00	39,375.00	
10-7-140-510-15 Health/Life Ins Employers	10,846.00	21,680.00	9,931.00		54	21,225.00	20,560.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-140-510-25 Workers Compensation	7,702.00	13,185.00	9,791.00		26	14,195.00	13,695.00	
10-7-140-530-00 Travel, Training, Dues	4,456.00	6,000.00	150.00		98	6,000.00	6,000.00	
10-7-140-540-00 Supplies-General	2,112.00	2,500.00	1,235.00		51	2,500.00	2,500.00	
10-7-140-542-00 Supplies- Clothing	1,213.00	2,000.00	31.00		98	2,000.00	2,000.00	
10-7-140-551-00 Equipment-General Recommended: None Requested: $11,000; $9,000 Plumb Case, $2,000 LED lighting for JIC						11,000.00		
10-7-140-570-00 Utilities-General Decrease $5400	20,907.00	30,400.00	17,261.00		43	30,400.00	25,000.00	
10-7-140-571-00 Utilities-Telephone Increase $1700	35,345.00	37,120.00	32,030.00		14	38,300.00	40,000.00	
10-7-140-593-00 Maintenance-Service Agree Recommended: None Requested: $1,000 AT&T and Verizon service for Plum Case	9,274.00	10,000.00	9,521.00		5	11,000.00	10,000.00	
10-7-140-600-00 Contractual Services	1,783.00	9,500.00	9,161.00		4	9,500.00	9,500.00	
10-7-140-690-01 Sp-Haz Mat Spill Cleanup	796.00							

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-140-690-02 Sp-Nucl. Planning	48,026.00	25,000.00	25,052.00		0	25,000.00	25,000.00	
10-7-140-690-15 Sp-Fema Covid-19	196,172.00	97,600.54	280,355.00		-187			
Total	**$573,200.00**	**$503,090.54**	**$623,302.00**			**$433,230.00**	**$413,935.00**	
Department: 141 Fire Service								
10-7-141-530-00 Travel, Training, Dues	43,246.00	49,500.00	29,923.00		40	55,000.00	49,500.00	
Recommended: None REQUESTED: $5500 increase to cover costs of more expensive rescue related classes and specialized trainings, increase in dues for NFPA membership								
10-7-141-540-00 Supplies-General	34,342.00	34,000.00	26,793.00		21	34,000.00	34,000.00	
10-7-141-551-00 Equipment-General	195,987.00	163,000.00	158,059.00		3	303,000.00	163,000.00	
Recommended: None REQUESTED: 40K increase; 2k increase per station to make funds in current budget recurring; $100k for $5,000 per station to be authorized by the Commission								
10-7-141-551-45 Equipment-Prot. Clothing	55,475.00	55,000.00	30,165.00		45	55,000.00	55,000.00	
10-7-141-560-00 Equipment - Capitalized Removed SCBA equipment	2,649,823.00	40,000.00	652,007.00		-1,530	40,000.00	40,000.00	
10-7-141-570-00 Utilities-General Decrease $5000	159,081.00	176,000.00	150,563.00		14	181,000.00	176,000.00	
10-7-141-590-00 Maintenance-Vehicles	161,502.00	160,000.00	175,532.00		-10	150,000.00	170,000.00	
Recommended: All REQUESTED: 20k increase to cover increased fleet size and associated costs								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-141-590-05 Gasoline	73,700.00	76,000.00	51,342.00		32	70,000.00	70,000.00	
10-7-141-591-00 Maintenance-General	40,027.00	40,000.00	43,448.00		-9	40,000.00	40,000.00	
10-7-141-593-00 Maintenance-Service Agree.						10,000.00		
Requested: $10,000 for annual Verizon service on iPads								
10-7-141-600-00 Contractual Services (Cs)	47,606.00	50,000.00	45,323.00		9	50,000.00	50,000.00	
10-7-141-650-00 Insurance-General	54,674.00	60,000.00	56,316.00		6	85,000.00	60,000.00	
Recommended: None REQUESTED: 25k to acquire special policy for cancer coverage for all firefighters								
10-7-141-690-00 Special Projects	125,087.00	144,749.00	98,040.00		32	172,000.00	134,249.00	
Recommended: None REQUESTED: $5,751 to begin rescue tool upgrades, $32,000 iPads w/ protective covers Based: remove one-time carry forward								
10-7-141-691-01 Sp - Promotions	33,873.00	38,000.00	25,662.00		32	57,000.00	38,000.00	
Recommended: None REQUESTED: $19,000 - 1k per station to assist with building insurance increases, building security, and energy upgrades								
10-7-141-760-00 Matching Funds	39,081.00	38,000.00	30,548.00		20	57,000.00	38,000.00	
Recommended: None REQUESTED: 19k, 1k per station								
Total	**$3,713,504.00**	**$1,124,249.00**	**$1,573,721.00**			**$1,359,000.00**	**$1,117,749.00**	
Department: 142 Town Of Kershaw- Fire								
10-7-142-500-00 Wages & Salaries Fulltime	80,838.00	79,580.00	76,740.00		4	78,925.00	81,560.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-142-500-05 Salaries Overtime	12,254.00	6,000.00	6,656.00		-11	6,000.00	6,000.00	
10-7-142-500-10 Wages & Salaries Parttime	5,313.00	15,000.00	7,495.00		50	15,000.00	15,000.00	
10-7-142-510-00 Fica-Employers Contrib	7,052.00	7,695.00	6,754.00		12	8,005.00	7,845.00	
10-7-142-510-05 Sc Ret Employers Contrib	16.00		40.00					
10-7-142-510-10 S.C. Police Ret Employer	17,548.00	18,345.00	16,418.00		11	20,130.00	19,730.00	
10-7-142-510-15 Health/Life Ins Employers	21,009.00	21,125.00	18,632.00		12	25,420.00	20,425.00	
10-7-142-510-25 Workers Compensation	3,964.00	6,780.00	4,796.00		29	7,050.00	6,910.00	
10-7-142-542-00 Supplies - Clothing	2,774.00	3,000.00	1,994.00		34	3,000.00	3,000.00	
10-7-142-551-00 Equipment-General	1,554.00	1,500.00			100	1,500.00	1,500.00	
10-7-142-551-45 Protective Clothing	2,000.00	2,000.00			100	2,000.00	2,000.00	
10-7-142-571-00 Utilities-Telephone	543.00	700.00	423.00		40	700.00	700.00	
Total	**$154,865.00**	**$161,725.00**	**$139,948.00**			**$167,730.00**	**$164,670.00**	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Department: 144 Lanc. County Firefighters								
10-7-144-500-00 Wages & Salaries Fulltime	849,708.00	875,775.00	812,403.00		7	1,175,775.00	969,530.00	
Recommended: Deputy Fire Marshall; REQUESTED: $39,000 personnel cost for new Fire Inspector position related to the Fitch Fire study; $45,000 Deputy Fire Marshall; Fitch Fire Study recommended 3 teams of two firefighters at $36k								
10-7-144-500-05 Salaries Overtime	80,452.00	70,000.00	88,172.00		-26	70,000.00	70,000.00	
10-7-144-500-10 Wages & Salaries Parttime	56,339.00	50,000.00	50,756.00		-2	50,000.00	50,000.00	
10-7-144-510-00 Fica-Employers Contrib	71,928.00	76,560.00	76,024.00		1	99,511.00	89,990.00	
10-7-144-510-05 Sc Ret Employers Contrib	10,981.00	10,595.00	12,238.00		-16	11,500.00	11,500.00	
10-7-144-510-10 S.C. Police Ret Employer	164,930.00	170,125.00	171,396.00		-1	227,843.00	199,305.00	
10-7-144-510-15 Health/Life Ins Employers	143,115.00	141,110.00	134,006.00		5	245,110.00	187,120.00	
10-7-144-510-25 Workers Compensation	37,362.00	63,100.00	49,387.00		22	74,517.00	68,305.00	
10-7-144-530-00 Travel, Training, Dues	4,544.00	10,100.00	2,202.00		78	14,100.00	10,600.00	
Recommended: 500 for Dep Fire Marshall; REQUESTED: $4,000; $500 related to the Fire Inspector position; $500 related to the Deputy Fire Marshall position; $500 per firefighter (6)								
10-7-144-542-00 Supplies - Clothing	14,911.00	17,500.00	8,161.00		53	17,500.00	19,000.00	
Recommended: 1500 for Dep Fire Marshall								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-144-551-00	24,000.00	24,000.00	4,925.00		79	50,400.00	34,000.00	
Equipment-General								
Recommended: $4500 Dep Fire Marshall computers, $5500 for handheld radio; REQUESTED: $4500 for computers related to new Fire Inspection position, $4500 for computers related to Deputy Fire Marshall position, $3000 for specialty software; $2400 computer for per Firefighter(6)								
10-7-144-560-00						460,200.00	68,000.00	
Equipment - Capitalized								
Recommended: $68000 out of fund balance for Dep Fire Marshall vehicle; REQUESTED: $68000x2 for new vehicles with mobile radio, emergency lighting, and emergency marking and striping. $5500x2 for hanndheld radio (Fire Inspector & Dep Marshall); $5500 radios and $11700 add'l equipment per firefighter; one vehicle per team of firefighter $70k each								
10-7-144-590-00						3,000.00	1,500.00	
Maintenance - Vehicles								
Recommended: $1500 for Dep Fire Marshall; REQUESTED: $3,000; $1,500 for related to new Fire Inspector position, $1500 for Deputy Fire Marshall position								
10-7-144-590-05	10,037.00	16,000.00	7,619.00		52	18,000.00	17,000.00	
Gasoline								
Recommended: $1000 for Dep Fire Marshall; REQUESTED: $2,000; $1,000 related to new Fire Inspector position, $1,000 related to new Deputy Fire Marshall position								
10-7-144-640-00	153,860.00	163,790.00	133,128.00		19	163,790.00	163,790.00	
Lanc City Fire & Rescue								
10-7-144-690-00	384.00	274,530.00	173,287.00		37	274,530.00	274,530.00	
Special Projects								
Total	**$1,622,551.00**	**$1,963,185.00**	**$1,723,704.00**			**$2,955,776.00**	**$2,234,170.00**	
Department: 153 Lancaster Ems								
10-7-153-500-00	2,653,978.00	2,758,210.00	2,717,855.00		1	2,987,622.00	2,879,870.00	
Wages & Salaries Full Time								
Recommended: 3 paramedics; REQUESTED: 4 12 hour Paramedics to start process of next unit and provide prime time event and call volume coverage ($39,853x4); $45,000 Logistics Tech; $25,000 Admin Asst. EMS HQ (convert PT to FT)								
10-7-153-500-05	1,376,125.00	1,400,000.00	1,338,005.00		4	1,497,488.00	1,473,120.00	
Salaries - Overtime								
Recommended: None REQUESTED: OT for 4 medics								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-153-500-10	229,059.00	150,000.00	197,299.00		-32	189,500.00	150,000.00	
Wages & Salaries Part-Time								
REQUESTED: $21,500 to continue EMS Bootcamp; $18,000 30hr/wk cleaning person								
10-7-153-510-00	312,407.00	333,290.00	322,449.00		3	360,125.00	346,010.00	
Fica-Employers Contrib.								
10-7-153-510-05	625,866.00	677,905.00	646,317.00		5	744,264.00	722,285.00	
Sc Ret Employers Contrib								
10-7-153-510-10	185.00		12.00			7,000.00	7,000.00	
Sc Police Ret Employers Co								
10-7-153-510-15	484,955.00	576,545.00	487,122.00		16	654,545.00	631,545.00	
Health/Life Ins Employers								
10-7-153-510-25	243,349.00	451,900.00	318,984.00		29	465,026.00	466,030.00	
Workers Compensation								
10-7-153-520-25	22,421.00	36,700.00	25,654.00		30	45,700.00	45,700.00	
Personnel Disease Prev.								
10-7-153-530-00	63,874.00	71,450.00	55,676.00		22	76,450.00	72,050.00	
Travel, Training, Dues								
Recommended: cert cards related to 3 medics; REQUESTED: $200 for each requested medic; $4k for CAC and CAPO certification and staff training; $200 for Logistics Tech								
10-7-153-540-00	53,890.00	50,000.00	46,526.00		7	52,500.00	50,000.00	
Supplies-General								
Recommended: None; REQUESTED: $2.5k supplies for events like job fairs, school fairs, etc.								
10-7-153-541-00	14,578.00	13,500.00	12,520.00		7	13,500.00	13,500.00	
Supplies- Postage								
10-7-153-541-10	296,851.00	255,000.00	235,731.00		8	255,000.00	255,000.00	
Supplies-Medical								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-153-542-00 Supplies-Clothing	44,986.00	53,500.00	41,462.00		23	58,700.00	56,500.00	
Recommended: uniforms for 3 medics; REQUESTED: $1K uniforms for each requested medic, $1,000 for Logistics Tech; $200 Cleaning Person								
10-7-153-543-00 Supplies-Laundry	560.00	3,000.00	307.00		90	3,000.00	3,000.00	
10-7-153-551-00 Equipment-General	30,981.00	39,000.00	36,559.00		6	30,000.00	30,000.00	
10-7-153-551-30 Communications			1,846.00			40,500.00	13,500.00	
Recommended:3 medics REQUESTED: Radios for 4 medics$4500 each; $18,000 for supervisor level radios for new supervisors; $4500 for Logistics Tech								
10-7-153-560-00 Equipment - Capitalized	73,782.00	43,000.00	39,583.00		8	973,363.00	43,000.00	
Recommended: None REQUESTED: Add'l $400,000 for a bariatric unit due to aging equipment; $325,000 for a new Transport unit; $44,000 for QRV replacement; $36k for replacement QRV (expedition-not used in emergency response); $90,363 Suburban and Tahoe to replace vehicle used in SWAT Unit rotation--tahoe will go to grant position w/ no vehicle currently; $35,000 Transport Van for moving medical supplies								
10-7-153-570-00 Utilities-General	52,884.00	55,000.00	56,732.00		-3	77,000.00	77,000.00	
Requested: Increase due to EMS HQ coming online - $70k?								
10-7-153-571-00 Utilities-Telephone	62,533.00	62,000.00	69,892.00		-13	75,000.00	87,000.00	
Recommended: radios for 3 medics								
10-7-153-590-00 Maintenance-Vehicles	132,869.00	141,000.00	130,631.00		7	157,000.00	141,000.00	
Recommended: None REQUESTED: $6K for light package on requested QRV and $15k on suburban and tahoe								
10-7-153-590-05 Gasoline	100,300.00	130,000.00	79,614.00		39	130,000.00	130,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-153-591-00 Maintenance-General	15,559.00	19,000.00	11,952.00		37	19,000.00	19,000.00	
10-7-153-593-00 Maintenance-Service Agree. Recommended: None; REQUESTED: $4K to train billing staff for compliance	49,112.00	45,000.00	43,093.00		4	49,000.00	45,000.00	
10-7-153-600-00 Contractual Services (Cs) Recommended: All; Requested: $15,000 for primary and backup Medical Control Physician contract	56,777.00	70,000.00	73,930.00		-6	85,000.00	85,000.00	
10-7-153-650-01 Insurance- Other	4,154.00	6,500.00	4,154.00		36	6,500.00	6,500.00	
10-7-153-670-00 Advertising Requested: $2500 for staff recruitment	2,476.00	1,500.00	2,894.00		-93	4,000.00	1,500.00	
10-7-153-690-00 Special Projects	174,561.00	7,995.75	-47,438.00		693			
10-7-153-750-00 Lease- Copiers Recommended: Increase to reflect actual costs	4,597.00	3,000.00	4,568.00		-52	3,000.00	5,000.00	
10-7-153-782-00 Over/Short								
Total	**$7,183,669.00**	**$7,453,995.75**	**$6,953,929.00**			**$9,059,783.00**	**$7,855,110.00**	
Department: 202 Road Maintenance								
10-7-202-500-00 Wages & Salaries Full Time Recommended: Grounds; REQUESTED: $30k Salary increases for certifications, etc.; Grounds crew ($24k); Paving Crew $119,000	1,019,229.00	1,175,320.00	1,013,476.00		14	1,348,320.00	1,207,790.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-202-500-05 Salaries - Overtime	24,239.00	15,000.00	16,030.00		-7	15,000.00	15,000.00	
10-7-202-500-10 Wages & Salaries Part-Time	25,417.00	23,800.00	16,832.00		29	23,800.00	23,800.00	
10-7-202-510-00 Fica-Employers Contrib.	76,511.00	92,880.00	77,682.00		16	102,060.00	95,365.00	
10-7-202-510-05 Sc Ret Employers Contrib	162,935.00	188,920.00	164,756.00		13	212,009.00	206,435.00	
10-7-202-510-15 Health/Life Ins Employers Requested: Positions	182,666.00	228,575.00	173,351.00		24	280,575.00	260,275.00	
10-7-202-510-25 Workers Compensation	48,748.00	99,020.00	63,361.00		36	103,587.00	101,755.00	
10-7-202-530-00 Travel, Training, Dues Recommended: None; REQUESTED: $3K	1,796.00	5,000.00	25.00		100	8,000.00	5,000.00	
10-7-202-540-00 Supplies-General	19,589.00	30,500.00	16,083.00		47	30,500.00	30,500.00	
10-7-202-542-00 Supplies-Clothing Recommended: Increase to reflect costs for outfitting current staff Requested: $400 per paving crew member	18,645.00	18,000.00	18,830.00		-5	19,200.00	19,000.00	
10-7-202-544-00 Supplies-Construction Pipe	109,325.00	75,000.00	55,815.00		26	75,000.00	75,000.00	
10-7-202-544-05 Supplies-Sign Making	21,392.00	32,000.00	24,402.00		24	132,000.00	132,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: Increase road fee to cover								
10-7-202-544-10 Supplies-Stone	454,160.00	450,000.00	443,200.00		2	450,000.00	450,000.00	
10-7-202-544-20 Supplies-Asphalt/Topsoil	42,621.00	65,000.00	24,410.00		62	65,000.00	65,000.00	
10-7-202-548-00 Supplies-Hand Tools	665.00	5,000.00	717.00		86	5,000.00	5,000.00	
10-7-202-551-00 Equipment-General	2,745.00	2,500.00	4,984.00		-99	2,500.00	2,500.00	
10-7-202-560-00 Equipment - Capitalized	69,923.00	20,000.00	19,440.00		3	302,000.00	20,000.00	
Recommended: None; Requested: $162,000 replacement equipment related to Paving Crew; $120,000 paver related to Paving Crew								
10-7-202-570-00 Utilities-General	9,563.00	11,000.00	8,257.00		25	11,000.00	9,500.00	
Decrease $1500								
10-7-202-571-00 Utilities-Telephone	15,486.00	14,000.00	12,587.00		10	17,000.00	15,000.00	
Decrease $2000; Recommended: Increase due to current trend Requested: $3,000 related to Paving Crew								
10-7-202-582-00 Rent-Equipment		5,000.00	600.00		88	5,000.00	5,000.00	
10-7-202-590-00 Maintenance-Vehicles	216,714.00	266,972.89	193,333.00		28	251,500.00	251,500.00	
Recommended: Grounds worker; REQUESTED: $1500 related to Paving Crew								
10-7-202-590-05 Gasoline	122,281.00	140,000.00	82,616.00		41	141,000.00	141,000.00	
Recommended: Grounds worker; REQUESTED: $1K related to Paving Crew								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-202-591-00 Maintenance-General	639.00	500.00			100	500.00	500.00	
10-7-202-593-00 Maintenance-Service Agree		3,000.00			100	3,000.00	3,000.00	
10-7-202-600-00 Contractual Services (Cs)	341,112.00	752,625.00	776,391.00		-3	675,000.00	557,000.00	
Recommmended: Increase road fee $100k additional for preventative maintenance; REQUESTED: $100,000 for new road inventory; $100,000 additional for contract work such as storm pipe separations Increase for full year road fee $200k; transfer $50k from special projects								
10-7-202-604-00 Professional Services	28,208.00	75,000.00	94,598.00		-26	90,000.00	90,000.00	
Recommended: All; Requested: $15,000 for preserving and restriping Admin Building parking lot								
10-7-202-690-00 Special Projects						450,000.00	100,000.00	
Recommended: $100,000 for Road Inventory (out of fund balance); Requested: $450,000 for two, one-time projects administered by staff on a priority basis								
10-7-202-750-00 Lease- Copiers	2,060.00	1,500.00	2,130.00		-42	1,500.00	2,200.00	
Recommended: Increase to reflect actual costs								
Total	**$3,016,669.00**	**$3,796,112.89**	**$3,303,906.00**			**$4,820,051.00**	**$3,889,120.00**	
Department: 210 Fleet Maintenance								
10-7-210-500-00 Wages & Salaries Full Time	308,568.00	307,755.00	290,275.00		6	349,555.00	320,550.00	
Recommended: None; REQUESTED: Mechanic I ($41.8k)								
10-7-210-500-05 Salaries - Overtime	5,362.00	5,000.00	4,114.00		18	5,000.00	5,000.00	
10-7-210-510-00 Fica-Employers Contrib.	22,407.00	23,925.00	21,841.00		9	27,710.00	24,905.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-210-510-05 Sc Ret Employers Contrib	48,439.00	48,665.00	47,224.00		3	59,970.00	53,910.00	
10-7-210-510-15 Health/Life Ins Employers	59,592.00	61,875.00	55,692.00		10	73,285.00	62,055.00	
10-7-210-510-25 Workers Compensation	9,460.00	15,165.00	11,553.00		24	17,780.00	15,685.00	
10-7-210-530-00 Travel, Training, Dues Recommended: None; REQUESTED: $2K police vehicle conference, $500 requested position	5,544.00	5,000.00	100.00		98	7,500.00	5,000.00	
10-7-210-540-00 Supplies-General Recommended: None, REQUESTED: $300 requested position; Increase for cost increases and usage increases on disposable items	13,861.00	10,000.00	9,935.00		1	13,300.00	10,000.00	
10-7-210-542-00 Supplies-Clothing Recommended: None; REQUESTED: $500 requested position	5,909.00	7,000.00	6,424.00		8	7,500.00	7,000.00	
10-7-210-548-00 Supplies-Hand Tools Recommended: None; REQUESTED: $1.4k requested position, $4.5K for new tools for hybrid vehicles	22,847.00	17,500.00	19,175.00		-10	20,900.00	17,500.00	
10-7-210-551-00 Equipment- General Recommended: None; REQUESTED: $2.4K laptop; $2.5k other equipment for requested position	14,165.00	12,800.00	12,536.00		2	17,700.00	12,800.00	
10-7-210-560-00 Equipment - Capitalized Recommended: None; REQUESTED: $15K for a replacement wheel balancer						15,000.00		
10-7-210-570-00 Utilities-General	12,828.00	16,500.00	12,032.00		27	16,500.00	14,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Decrease $2500								
10-7-210-571-00 Utilities-Telephone	6,197.00	7,500.00	6,435.00		14	7,500.00	7,500.00	
10-7-210-590-00 Maintenance-Vehicles	40,033.00	55,000.00	48,962.00		11	55,000.00	55,000.00	
10-7-210-590-05 Gasoline	60,343.00	65,000.00	45,999.00		29	65,000.00	65,000.00	
10-7-210-593-00 Maintenance- Service Agreement	22,252.00	25,000.00	20,397.00		18	25,000.00	25,000.00	
10-7-210-750-00 Lease- Copiers	1,931.00	1,500.00	1,935.00		-29	1,500.00	2,000.00	
Recommended: Increase to reflect actual costs								
Total	**$659,738.00**	**$685,185.00**	**$614,629.00**			**$785,700.00**	**$702,905.00**	
Department: 251 Building Maintenance								
10-7-251-500-00 Wages & Salaries Full Time	314,561.00	348,630.00	319,204.00		8	372,630.00	321,195.00	
Recommended: Transfer project manager to Administration budget; Requested: $24,000 Custodian								
10-7-251-500-05 Salaries - Overtime	3,478.00	10,000.00	3,849.00		62	10,000.00	10,000.00	
10-7-251-500-10 Wages & Salaries Part-Time	1,819.00		6,988.00					
10-7-251-510-00 Fica-Employers Contrib.	22,593.00	27,435.00	24,577.00		10	29,271.00	25,335.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-251-510-05 Sc Ret Employers Contrib	48,774.00	55,805.00	51,610.00		8	60,423.00	54,845.00	
10-7-251-510-15 Health/Life Ins Employers	62,530.00	76,525.00	61,256.00		20	89,525.00	79,958.00	
10-7-251-510-25 Workers Compensation	10,365.00	19,015.00	13,923.00		27	19,930.00	17,560.00	
10-7-251-530-00 Travel, Training, Dues		4,350.00	2,604.00		40	4,350.00	4,350.00	
10-7-251-540-00 Supplies-General	1,817.00	600.00	687.00		-14	600.00	600.00	
10-7-251-542-00 Supplies-Clothing	2,701.00	4,500.00	213.00		95	4,500.00	4,500.00	
10-7-251-545-00 Supplies-Custodial	14,276.00	20,000.00	16,862.00		16	20,000.00	20,000.00	
10-7-251-551-00 Equipment-General	4,542.00	5,000.00	2,206.00		56	5,000.00	5,000.00	
10-7-251-560-00 Equipment - Capitalized Recommended: None; REQUESTED: $30K for lift; $10K for floor equipment to replace old models						40,000.00		
10-7-251-570-00 Utilities-General Decrease $45000	703,429.00	770,000.00	538,420.00		30	815,000.00	770,000.00	
10-7-251-571-00 Utilities-Phones Decrease $1700	17,957.00	16,500.00	17,088.00		-4	19,200.00	17,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-251-590-00 Maintenance-Vehicles	3,693.00	7,000.00	4,087.00		42	7,000.00	7,000.00	
10-7-251-590-05 Gasoline	7,485.00	20,000.00	5,936.00		70	20,000.00	20,000.00	
10-7-251-593-00 Maintenance-Service Agreements	89,340.00	136,000.00	173,731.00		-28	136,000.00	136,000.00	
10-7-251-594-00 Maintenance-Bldg & Grounds	135,151.00	140,000.00	123,150.00		12	140,000.00	140,000.00	
10-7-251-600-00 Contractual Services (Cs) Recommended: None; REQUESTED: $75K for detention center maintenance contract Removed one-time $400,000 for building upgrades/improvements	550,195.00	211,943.32	330,281.00		-56	240,000.00	165,000.00	
10-7-251-690-00 Special Projects Recommended: $150000; Deferred Maintenance items		45,000.00	42,510.00		6	25,000.00	175,000.00	
10-7-251-781-73 Licenses/Permits/Fees		250.00			100	250.00	250.00	
Total	**$1,994,706.00**	**$1,918,553.32**	**$1,739,182.00**			**$2,058,679.00**	**$1,974,093.00**	
Department: 310 Landfill-Solid Waste								
10-7-310-500-10 Wages & Salaries Parttime		15,075.00	12,489.00		17	15,000.00	15,500.00	
10-7-310-510-00 Fica-Employers Contrib.		1,155.00	955.00		17	1,150.00	1,155.00	
10-7-310-510-15 Health/Life Ins Employers		4,990.00			100	5,050.00	5,050.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-310-510-25 Workers Compensation		800.00	523.00		35	800.00	800.00	
10-7-310-600-00 Contractual Services (Cs)	23,849.00	34,505.00	36,882.00		-7	34,505.00	34,505.00	
Total	**$23,849.00**	**$56,525.00**	**$50,849.00**			**$56,505.00**	**$57,010.00**	
Department: 312 Solid Waste Collect								
10-7-312-500-00 Wages & Salaries Full Time	400,563.00	449,340.00	404,147.00		10	468,340.00	479,780.00	
Recommended: Moved PT tire worker; REQUESTED: $9K to move PT Facility Worker to FT; $10k for salary adjustments								
10-7-312-500-05 Salaries - Overtime	42,643.00	23,000.00	38,372.00		-67	23,000.00	23,000.00	
10-7-312-500-10 Wages & Salaries Part-Time PT Tire to FT	253,576.00	305,000.00	297,886.00		2	305,000.00	295,000.00	
10-7-312-510-00 Fica-Employers Contrib	51,271.00	56,810.00	56,677.00		0	61,180.00	59,140.00	
10-7-312-510-05 Sc Ret Employers Contrib	73,318.00	76,655.00	76,011.00		1	84,410.00	86,620.00	
10-7-312-510-10 S.C. Police Ret Employer	585.00		2,427.00					
10-7-312-510-15 Health/Life Ins Employers	70,687.00	87,795.00	66,095.00		25	111,365.00	102,000.00	
10-7-312-510-25 Workers Compensation	36,344.00	81,580.00	48,192.00		41	86,640.00	85,145.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-312-530-00 Travel, Training, Dues	452.00	750.00	123.00		84	2,750.00	750.00	
Recommended: None; REQUESTED: $2K for a KLCB coordinaor, SCAC, APWA and Solid Waste training								
10-7-312-540-00 Supplies-General	6,660.00	5,000.00	7,340.00		-47	5,000.00	5,000.00	
10-7-312-542-00 Supplies-Clothing	5,687.00	6,000.00	6,766.00		-13	6,000.00	6,000.00	
10-7-312-551-00 Equipment-General	2,513.00	3,000.00	929.00		69	3,000.00	3,000.00	
10-7-312-570-00 Utilities-General Decrease $3000	26,622.00	30,000.00	23,315.00		22	31,000.00	28,000.00	
10-7-312-571-00 Utilities-Telephone Increase $1000	9,836.00	13,000.00	10,773.00		17	13,000.00	14,000.00	
10-7-312-580-00 Rent-Land	5,190.00	10,000.00	5,252.00		47	10,000.00	10,000.00	
10-7-312-590-00 Maintenance-Vehicles	86,286.00	75,000.00	83,821.00		-12	90,000.00	90,000.00	
10-7-312-590-05 Gasoline	57,935.00	100,000.00	52,903.00		47	85,000.00	85,000.00	
10-7-312-591-00 Maintenance-General	597.00	1,000.00			100	1,000.00	1,000.00	
10-7-312-600-00 Contractual Services (Cs)	116,442.00	230,350.40	233,653.00		-1	475,000.00	75,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: None; REQUESTED: Continued funding of site improvements at $400k								
10-7-312-612-00 Cs - Disposal Contract	1,371,357.00	1,650,000.00	1,431,025.00		13	1,650,000.00	1,699,500.00	
Increased 3% per email from Republic Services								
10-7-312-670-00 Advertising	5,122.00	3,000.00	6,095.00		-103	3,000.00	3,000.00	
10-7-312-690-00 Special Projects	69,219.00					100,000.00	130,000.00	
Recommended: All; Requested: $100,000 for Phase 1 of Solid Waste Assessment. Additional funding would be needed in FY23; $30,000 from fund balance due to sale of Happy Trail property to purchase 3 buildings for site attendants								
10-7-312-781-73 Licesnses/Permits/Fees	512.00							
Total	**$2,693,417.00**	**$3,207,280.40**	**$2,851,802.00**			**$3,614,685.00**	**$3,280,935.00**	
Department: 318 Animal Shelter								
10-7-318-500-00 Wages & Salaries Full Time	146,515.00	180,060.00	143,811.00		20	212,060.00	210,685.00	
Recommended: Hybrid front office/back office workerREQUESTED: Additional Employee ($32k)								
10-7-318-500-05 Salaries - Overtime	6,327.00	8,000.00	6,754.00		16	8,000.00	8,000.00	
10-7-318-500-10 Wages & Salaries Part-Time	15,299.00		7,026.00					
10-7-318-510-00 Fica-Employers Contrib.	12,183.00	14,270.00	11,954.00		16	15,765.00	16,615.00	
10-7-318-510-05 Sc Ret Employers Contrib	23,511.00	29,030.00	24,092.00		17	16,718.00	35,695.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-318-510-15 Health/Life Ins Employers	25,179.00	39,970.00	20,320.00		49	44,030.00	44,030.00	
10-7-318-510-25 Workers Compensation	2,832.00	5,150.00	3,472.00		33	6,368.00	5,995.00	
10-7-318-530-00 Travel, Training, Dues	764.00	3,500.00			100	3,500.00	3,500.00	
10-7-318-540-00 Supplies-General	12,342.00	17,200.00	14,016.00		19	17,500.00	17,500.00	
10-7-318-541-10 Supplies-Medical Recommended: All; Requested: $1,000 for medical costs related to Sheriff's office K-9's	23,521.00	30,000.00	25,415.00		15	31,000.00	31,000.00	
10-7-318-542-00 Supplies-Clothing	2,131.00	2,300.00	2,241.00		3	2,600.00	2,600.00	
10-7-318-547-00 Supplies-Animal Food	2,023.00	5,000.00	2,326.00		53	5,000.00	5,000.00	
10-7-318-551-00 Equipment-General Recommended: $2400 for new employee computer; REQUESTED: $2100 for desktop;	3,485.00					2,100.00	2,400.00	
10-7-318-560-00 Equipment - Capitalized	88,698.00							
10-7-318-570-00 Utilities-General Recommended: All Requested: Accurately budget for new Animal Shelter	20,811.00	20,000.00	35,620.00		-78	46,600.00	46,600.00	
10-7-318-571-00 Utilities-Telephone	3,188.00	6,000.00	5,961.00		1	7,110.00	8,760.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: $1110 for new position, Increase based on current year actual REQUESTED: New position								
10-7-318-590-00 Maintenance-Vehicles	1,341.00	1,000.00	1,115.00		-11	2,500.00	2,500.00	
Recommended: $1500 related to new employee; REQUESTED: New Position								
10-7-318-590-05 Gasoline	975.00	2,000.00	755.00		62	3,000.00	3,000.00	
Recommended: $1000 new employee; REQUESTED: New position								
10-7-318-600-00 Contractual Services (Cs)	69,060.00	72,000.00	56,966.00		21	107,000.00	107,000.00	
Recommended: All; Requested: $35,000 Maintenance Contract for Animal Shelter								
Total	**$460,185.00**	**$435,480.00**	**$361,844.00**			**$530,851.00**	**$550,880.00**	
Department: 330 Health Services								
10-7-330-540-00 Supplies-General	802.00	3,700.00	750.00		80	3,700.00	3,700.00	
10-7-330-570-00 Utilities-General	32,301.00	42,000.00	12,226.00		71	42,000.00	42,000.00	
10-7-330-594-00 Maintenance-Bldg & Grounds		340.00			100	340.00	340.00	
10-7-330-600-00 Contractual Services (Cs)	35,319.00	39,000.00	19,480.00		50	39,000.00	39,000.00	
Total	**$68,422.00**	**$85,040.00**	**$32,456.00**			**$85,040.00**	**$85,040.00**	
Department: 601 Dept. Of Social Services								
10-7-601-570-00 Utilities-General	33,930.00	40,500.00	33,430.00		17	40,500.00	40,500.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-601-600-00 Contractual Services (Cs)	17,940.00	34,489.00	17,832.00		48	34,489.00	34,489.00	
Total	**$51,870.00**	**$74,989.00**	**$51,262.00**			**$74,989.00**	**$74,989.00**	
Department: 602 D.S.S. Family Indep								
10-7-602-570-00 Utilities-General	11,996.00	10,350.00	9,443.00		9	10,350.00	10,350.00	
10-7-602-581-00 Rent-Building	48,150.00	45,000.00	50,400.00		-12	45,000.00	45,000.00	
10-7-602-600-00 Contractual Services(Cs)	3,567.00	4,300.00	4,264.00		1	4,300.00	4,300.00	
Total	**$63,713.00**	**$59,650.00**	**$64,107.00**			**$59,650.00**	**$59,650.00**	
Department: 610 Veterans Affairs								
10-7-610-500-00 Wages & Salaries Full Time	132,122.00	132,575.00	123,166.00		7	137,375.00	135,855.00	
Recommended: None; REQUESTED: $4,798.25 increase to promote Admin. Asst. to Claims Representative								
10-7-610-500-05 Salaries Overtime	674.00	1,000.00	509.00		49	1,000.00	1,000.00	
10-7-610-500-10 Wages & Salaries Parttime	13,062.00	14,040.00	12,350.00		12	14,040.00	14,040.00	
10-7-610-510-00 Fica-Employers Contrib.	10,184.00	10,220.00	9,904.00		3	11,910.00	10,470.00	
10-7-610-510-05 Sc Ret Employers Contrib	20,535.00	20,785.00	19,805.00		5	25,785.00	22,665.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-610-510-15 Health/Life Ins Employers	23,505.00	24,400.00	21,524.00		12	23,965.00	23,590.00	
10-7-610-510-25 Workers Compensation	323.00	475.00	385.00		19	600.00	500.00	
10-7-610-530-00 Travel, Training, Dues	3,841.00	11,000.00	370.00		97	12,500.00	11,000.00	
Recommended: None; REQUESTED: increase to $12,500 to continue attending trainings and conferences to keep up with changing laws and regulations made at the VA								
10-7-610-540-00 Supplies-General	3,921.00	5,000.00	5,713.00		-14	6,000.00	5,000.00	
Recommended: None; REQUESTED: $1K addtional								
10-7-610-571-00 Utilities-Telephone	4,286.00	6,000.00	4,198.00		30	6,000.00	6,000.00	
10-7-610-593-00 Maintenance-Service Agreement	1,278.00	3,500.00	2,978.00		15	3,500.00	3,500.00	
10-7-610-600-00 Contractual Services (Cs)		1,200.00			100	1,200.00	1,200.00	
10-7-610-650-01 Insurance- Other	514.00	600.00	583.00		3	600.00	600.00	
10-7-610-690-00 Special Projects	9,884.00	4,600.00	1,179.00		74	7,500.00	4,600.00	
Recommended: None; REQUESTED: increase to $7,500 to help cover costs of yearly Veterans activities including Memorial Day, Veterans Day Parade and Ball, and continuous community outreach efforts								
10-7-610-750-00 Lease- Copiers	2,408.00	2,500.00	1,893.00		24	2,500.00	2,500.00	
Total	**$226,537.00**	**$237,895.00**	**$204,557.00**			**$254,475.00**	**$242,520.00**	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Department: 801 Recreation-Operation								
10-7-801-500-00	637,477.00	723,615.00	641,409.00		11	935,843.00	833,665.00	
Wages & Salaries Full Time								
Recommended: 2 crew leaders, 1/2 year Marketing Coordinator; REQUESTED: $20,400 FT Salary increases; $30,904x3 Park Maintenance Crew Leader ($92,712); $35,568 Marketing & Public Relations Coordinator; $27,940 Park Maintenance Crew Worker; $35,568 Athletic Program Supervisor;								
10-7-801-500-05	378.00		2,173.00			13,000.00	11,000.00	
Salaries - Overtime								
Recommended: All for current staff and crew leaders REQUESTED: $5,000 to cover cost of maintenance and covering for tournaments and events; $8,000 related to requested positions								
10-7-801-500-10	54,174.00	30,000.00	54,075.00		-80	55,000.00	55,000.00	
Wages & Salaries Part-Time								
Recommended: all REQUESTED: $25,000								
10-7-801-500-15	32,735.00	35,000.00	31,284.00		11	35,000.00	35,000.00	
Wages & Sal. P/T - Other								
Recommended: None REQUESTED: $25,000								
10-7-801-510-00	53,042.00	59,390.00	55,882.00		6	74,673.00	67,635.00	
Fica-Employers Contrib.								
10-7-801-510-05	100,434.00	120,795.00	106,981.00		11	153,880.00	146,790.00	
Sc Ret Employers Contrib								
10-7-801-510-15	80,879.00	115,240.00	78,838.00		32	193,240.00	146,385.00	
Health/Life Ins Employers								
10-7-801-510-25	21,065.00	34,930.00	27,945.00		20	42,534.00	40,185.00	
Workers Compensation								
10-7-801-530-00	18,921.00	19,800.00	11,264.00		43	26,520.00	21,100.00	
Travel, Training, Dues								
Recommended: Crew Leaders and Marketing Coordinator; REQUESTED: $6,720; $2,600 requested for new positions; $4,120 to cover existing training opportunities for current employees								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-801-540-00 Supplies-General	22,725.00	32,200.00	32,251.00		0	100,000.00	62,100.00	
Moved $4,000 to 594-05 for consolidation of custodial expenses; Recommended: Crew Leaders uniforms and equipment, Marketing Coordinator suppplies, furntiure, and equipment; REQUESTED: $500 supplies for Marketing position; $500 supplies for Athletic Program Supervisor position; $3,000 for uniforms related to requested positions (new clothing account); $63,800 for equipment/furniture related to new positions (new general equipment account)								
10-7-801-546-00 Supplies-Materials/Bldg	49,911.00	52,350.00	53,362.00		-2	50,000.00	48,500.00	
Moved $4,000 to 594-05 for consolidation of custodial expenses								
10-7-801-560-00 Equipment - Capitalized	3,813.00					483,000.00	53,000.00	
Recommended: $53,000 for one set of equipment to maintain turf at new facilities (out of fund balance); REQUESTED: $85,000 replace 20 year old HVAC units at the Springdale Recreation Center and replacing the gym units at the Andrew Jackson Recreation Center; $20,000 2 lawn mowers, $16,000 Polaris Ranger; $11,000 Top Dresser Machine; $40,000 F250 4x4; $300,000 5 Activity Buses; $11,000 Top Dresser Machine								
10-7-801-570-00 Utilities-General	220,214.00	292,201.00	186,677.00		36	304,980.00	300,000.00	
REQUESTED: $4,980 TELEPHONES related to requested positions								
10-7-801-590-00 Maintenance-Vehicles	13,331.00	16,000.00	14,980.00		6	22,000.00	19,000.00	
Recommended: Crew Leaders REQUESTED: $6,000 For requested positions								
10-7-801-590-05 Gasoline	26,951.00	40,700.00	22,589.00		44	45,700.00	43,700.00	
Recommended: Crew Leaders and Marketing Coordinator; REQUESTED: $5,000 For requested positions								
10-7-801-591-00 Maintenance-General	28,480.00	34,000.00	26,718.00		21	49,000.00	34,000.00	
Recommended: None; REQUESTED: $15,000 to cover maintenance equipment replacement costs								
10-7-801-594-00 Building Renovations	20,480.00	15,750.00	19,396.00		-23	20,750.00	15,750.00	
Recommended: None; REQUESTED: $5,000 increase to help cover repair costs to dated buildings								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-801-594-05	3,170.00	3,000.00	1,990.00		34	3,000.00	11,000.00	
Maint-Building Cleaning								
Moved $4,000 from 540-00 & $4,000 from 546-00 to consolidate custodial costs in this account								
10-7-801-595-00	37,645.00	27,799.00	40,604.00		-46	50,000.00	20,000.00	
Maintenance-Parks								
Recommended: None; REQUESTED: $15,000 WCP Irrigation Repair; $15,000 to cover other irrigation and lighting repairs								
10-7-801-600-00	3.00					1,111,400.00		
Contractual Services								
Recommended: Springdale planned for FY2023, WCP Trail maintenance fund in local A-Tax; REQUESTED: $1,100,000 to repave Springdale parking lot as well as the gravel portion of the lot; $11,400 WCP Trail Maintenance								
10-7-801-670-00	6,742.00	4,750.00	5,480.00		-15	6,000.00	4,750.00	
Advertising								
Recommended: None; REQUESTED: $1,250 to maintain current advertising levels								
10-7-801-690-00		401,795.00	401,795.00			100,000.00		
Special Projects								
Recommended: None; REQUESTED: $50,000 to establish Lancaster County Parks Foundation (501-C3) to enable advisory board to submit for grants and generate funds to help with future parks and rec endeavors; $50,000 Regional Park Master Plan								
10-7-801-750-00	8,157.00	8,000.00	6,542.00		18	8,000.00	8,000.00	
Lease- Copiers								
Recommended: None; REQUESTED: $2,000 increase due to printing needs of the dept								
10-7-801-781-20			21.00					
Bank Charges								
Total	**$1,440,727.00**	**$2,067,315.00**	**$1,822,256.00**			**$3,883,520.00**	**$1,976,560.00**	
Department: 815 Recreation,Programs								
10-7-815-500-05	592.00		1,803.00					
Salaries- Overtime								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-815-500-10	394,854.00	517,210.00	289,345.00		44	617,210.00	517,210.00	
Wages & Salaries Part-Time								
Recommended: None REQUESTED: $100,000 for increases for ASP/SDC staff								
10-7-815-510-00	31,277.00	43,300.00	23,740.00		45	43,300.00	39,565.00	
Fica-Employers Contrib.								
10-7-815-510-05	4,706.00	12,000.00	4,563.00		62	12,000.00	12,000.00	
Sc Ret Employers Contrib								
10-7-815-510-25	11,615.00	25,035.00	11,396.00		54	25,035.00	21,155.00	
Workers Compensation								
10-7-815-600-00	75,014.00	157,408.00	124,466.00		21	176,368.00	221,368.00	
Contractual Services(Cs)								
Increase $45,000 due to school district facility rentals; Recommended: All; REQUESTED: $18,960 increase for official costs and portable toilets due to increased participants, mandated background checklist for all ASP/SDC employees								
10-7-815-700-00	41,393.00	45,000.00	31,792.00		29	45,000.00	45,000.00	
Swimming Pools								
10-7-815-700-05		200.00			100	200.00	200.00	
Insurance-Participants								
10-7-815-700-10		100.00	13.00		87	100.00	100.00	
Farmers Market								
10-7-815-700-15	503.00	1,000.00	186.00		81	5,450.00	1,000.00	
Special Events/Promotions								
Recommended: None; REQUESTED: $4,450 increase								
10-7-815-700-20	4,540.00	8,000.00	4,892.00		39	8,000.00	8,000.00	
Concessions								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-815-700-26 Baseball - Youth Recommended: None; REQUESTED: $800 increase	16,925.00	21,800.00	8,235.00		62	22,600.00	21,800.00	
10-7-815-700-30 Softball- Adult	1,214.00	2,000.00	4,689.00		-134	2,000.00	2,000.00	
10-7-815-700-32 Basketball Recommended: None; REQUESTED: $2,050 increase	43,798.00	32,170.00	17,168.00		47	34,220.00	32,170.00	
10-7-815-700-36 Cheerleading Recommended: None; REQUESTED: $350 increase	2,600.00	1,800.00	1,453.00		19	2,150.00	1,800.00	
10-7-815-700-39 Football - Youth	22,153.00	26,310.00	7,911.00		70	26,310.00	26,310.00	
10-7-815-700-40 Soccer Recommended: None; REQUESTED: $6,300 increase	63,664.00	50,400.00	44,778.00		11	56,700.00	50,400.00	
10-7-815-700-42 Volleyball Recommended: None; REQUESTED: $1,224 increase	10,098.00	11,026.00	4,114.00		63	12,250.00	11,026.00	
10-7-815-700-44 Kickball - Adult Recommended: None; REQUESTED: $1,000 increase	1,167.00	1,600.00	274.00		83	2,600.00	1,600.00	
10-7-815-700-47 Asp/Sdc	95,644.00	113,614.00	35,385.00		69	113,614.00	113,614.00	
10-7-815-700-48 Dixie Softball	27,425.00	21,618.00	3,929.00		82	21,618.00	21,618.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-815-700-51 Swim Team	1,446.00	4,900.00	1,316.00		73	4,900.00	4,900.00	
10-7-815-700-55 Program Exp. Recreation	21,522.00					7,600.00		
Recommended: None REQUESTED: $7.6K Fitness and Leisure Services (will need a line item added)								
10-7-815-782-00 Over/Short			-5.00					
10-7-815-786-00 Donations Exp.	3,277.00							
Total	**$875,427.00**	**$1,096,491.00**	**$621,443.00**			**$1,239,225.00**	**$1,152,836.00**	
Department: 840 Library								
10-7-840-500-00 Wages & Salaries Fulltime	553,608.00	566,470.00	502,327.00		11	682,490.00	580,415.00	
Recommended: None; REQUESTED: Teen Librarian ($36k), IT Assistant ($46k)--under supervision of IT Director but assigned to library for faster response, Circulation Assistant in Kershaw ($26k)--renovations and relocation will increase usage, this position would allow more operational hours								
10-7-840-500-05 Salaries Overtime	94.00	500.00	793.00		-59	500.00	500.00	
10-7-840-500-10 Wages & Salaries Parttime	93,151.00	103,000.00	81,794.00		21	103,000.00	103,000.00	
10-7-840-510-00 Fica-Employers Contrib	46,687.00	51,255.00	43,941.00		14	60,129.00	52,040.00	
10-7-840-510-05 Sc Ret Employers Contrib	89,122.00	104,250.00	82,784.00		21	131,126.00	113,255.00	
10-7-840-510-15 Health/Life Ins Employers	105,693.00	105,100.00	86,494.00		18	148,980.00	107,695.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-840-510-25 Workers Compensation	3,829.00	4,215.00	4,572.00		-8	11,870.00	4,310.00	
10-7-840-530-00 Travel, Training, Dues Recommended: None; Requested: $500 related to new position	7,048.00	4,000.00	2,027.00		49	4,000.00	4,000.00	
10-7-840-540-00 Supplies - General	27,641.00	19,620.00	18,831.00		4	19,620.00	19,620.00	
10-7-840-541-05 Supplies-Books	71,425.00	69,095.00	82,829.00		-20	69,095.00	69,095.00	
10-7-840-541-07 Supplies - Outreach	3,827.00		521.00					
10-7-840-541-08 Supplies - Av Materials	5,522.00	6,000.00	2,198.00		63	6,000.00	6,000.00	
10-7-840-541-09 Supplies - Sclends	20,703.00	38,800.00	19,552.00		50	38,800.00	38,800.00	
10-7-840-541-11 Supplies - Cloud Library	18,277.00	18,000.00	11,585.00		36	18,000.00	18,000.00	
10-7-840-541-12 Supplies-Books Dw Friends	7,965.00		131.00					
10-7-840-551-00 Equipment-General Lancaster Recommended: None; REQUESTED: $2.4 each for requested positions						4,800.00		
10-7-840-570-00 Utilities - General Lancaster	39,365.00	46,000.00	34,239.00		26	60,000.00	60,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
10-7-840-571-00 Telephone - Lancaster	11,728.00	11,220.00	11,046.00		2	12,220.00	13,300.00	
Recommended: Budget based on actual REQUESTED: $2,220 for requested positions								
10-7-840-590-00 Maintenance - Vehicles	440.00	3,000.00	179.00		94	6,000.00	3,000.00	
REQUESTED: For new positions								
10-7-840-590-05 Gasoline	808.00	3,000.00	181.00		94	5,000.00	3,000.00	
Recommended: None; REQUESTED: $2K for requested positions								
10-7-840-594-00 Building Maint. Lancaster	25,806.00	32,000.00	26,338.00		18	32,000.00	32,000.00	
10-7-840-600-00 Contractual Services(Cs)	35.00							
10-7-840-600-05 F.O.D.W. Book Sales Commission	357.00		40.00					
10-7-840-690-00 Special Projects	19,917.00	64,020.00	57,647.00		10	45,020.00	45,020.00	
10-7-840-781-00 Miscellaneous Expense	705.00	3,500.00	1,428.00		59	3,500.00	3,500.00	
10-7-840-781-40 Childrens Serv Lanc & Ker	2,168.00	2,500.00	1,037.00		59	2,500.00	2,500.00	
10-7-840-781-41 Childrens Serv Del Webb	2,261.00	2,500.00	924.00		63	2,500.00	2,500.00	
10-7-840-781-45 Teen Prog. Lanc & Kershaw	1,085.00	1,200.00	86.00		93	1,200.00	1,200.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Recommended: None; Requested: $300 increase related to requested position								
10-7-840-781-46 Teen Prog. Del Webb	1,152.00	1,200.00	983.00		18	1,200.00	1,200.00	
10-7-840-781-80 Summer Reading Lanc&Kersh	8,900.00	6,000.00	6,557.00		-9	6,000.00	6,000.00	
10-7-840-781-81 Summer Reading Del Webb	6,390.00	6,500.00	3,689.00		43	6,500.00	6,500.00	
10-7-840-782-00 Over/Short			-6.00					
10-7-840-786-00 Donations Expense			13,206.00					
Total	**$1,175,709.00**	**$1,272,945.00**	**$1,097,953.00**			**$1,482,050.00**	**$1,296,450.00**	
Report Total Expenditure	**$59,115,835.00**	**$66,310,309.64**	**$56,912,321.00**			**$76,959,766.00**	**$69,307,197.00**	

Capital Fund (11)

	Current Budget	Proposed FY2022
Revenue	2,054,960	2,333,820
Expenditure	-2,633,762	-2,333,820
Other Financing Sources	578,802	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 11 Capital Improvement Fund								
Revenue								
11-4-011-400-00 Cur. Ad Valorem Tax - Equip Fund	1,608,553.00	1,629,960.00	1,722,584.00		-6	1,904,820.00	1,904,820.00	
11-4-011-400-05 Vehicle Tax - Equip. Fund	240,346.00	206,000.00	229,573.00		-11	210,000.00	210,000.00	
11-4-011-400-10 Mobile Home Taxes	50.00		40.00					
11-4-011-400-15 Rollback Taxes - Current	29,875.00	500.00	11,058.00		-2,112	500.00	500.00	
11-4-011-400-20 Penalties - Current Taxes	3,611.00	3,500.00	3,298.00		6	3,500.00	3,500.00	
11-4-011-400-75 Fee In Lieu Of Tx-Current	95,035.00	75,000.00	115,527.00		-54	75,000.00	75,000.00	
11-4-011-410-00 Delinq. Tax - Equip. Fund	60,203.00	45,000.00	41,639.00		7	45,000.00	45,000.00	
11-4-011-410-02 Fee In Lieu Of Tx-Delinqu	6,301.00		5,901.00					
11-4-011-410-05 Rollback Tax - Delinq	145.00		-151.00					
11-4-011-410-10 Penalties - Delinq Tax	7,857.00	8,000.00	7,326.00		8	8,000.00	8,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
11-4-011-417-00 State Reimb-Homestead Tax	104,567.00	80,000.00	106,326.00		-33	80,000.00	80,000.00	
11-4-011-417-15 State Reimb-Manuf Exempt	4,410.00	2,500.00			100	2,500.00	2,500.00	
11-4-011-417-16 Manuf Expempt Fil - State	4,949.00	4,500.00			100	4,500.00	4,500.00	
11-4-011-419-00 Multi-County Pk Fee-In-Lieu 1% Ta ..	1,235.00		9,135.00					
Expenditure								
11-7-110-560-00 Equipment - Capitalized cost increases		998,809.21	998,809.00			600,000.00	540,000.00	
11-7-141-560-00 Equipment - Capitalized Recommended: Increase annual amount based on cost increases REQUESTED: Add'l $74,000 to replace the F-550 Heavy Duty Pickup with Service Body	74,718.00	74,000.00	65,550.00		11	148,000.00	78,000.00	
11-7-153-560-00 Equipment - Capitalized	1,216,425.00	630,000.00	629,997.00		0	610,000.00	610,000.00	
11-7-202-560-00 Equipment - Capitalized $200k Bush hog replacement, $200k motorgrader, upgrade current bush hog	308,017.00	367,749.00	378,262.00		-3	500,000.00	500,000.00	
11-7-210-560-00 Equipment - Capitalized Recommended: None Requested: $70k cost increases and QRV for EMS Remove carry forward	383,588.00	373,204.00	342,385.00		8	415,820.00	335,820.00	
11-7-312-560-00 Equipment - Capitalized	174,168.00	190,000.00	191,052.00		-1	190,000.00	220,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
$20k can replacement and a roll-off								
11-7-801-560-00 Equipment - Capitalized						50,000.00	50,000.00	
$50k Regular equipment replacement for park maintenance								
Revenue								
11-8-999-810-03 Fb Assigned-Encumbrances		578,802.21			100			
Total Revenue	**$2,167,137.00**	**$2,633,762.21**	**$2,252,256.00**			**$2,333,820.00**	**$2,333,820.00**	
Total Expenditure	**$2,156,916.00**	**$2,633,762.21**	**$2,606,055.00**			**$2,513,820.00**	**$2,333,820.00**	
Net	**$10,221.00**		**-$353,799.00**			**-$180,000.00**		

Court Security Fund (12)

	Current Budget	Proposed FY2022
Revenue	1,579,140	1,703,580
Expenditure	-1,579,140	-1,703,580
Other Financing Sources	0	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 12 Court Mandated Security								
Revenue								
12-4-011-400-00 Ad Valorem Taxes - Current	1,222,502.00	1,230,120.00	1,309,129.00		-6	1,379,080.00	1,379,080.00	
12-4-011-400-05 Vehicle Taxes - County	179,688.00	159,520.00	174,159.00		-9	150,000.00	150,000.00	
12-4-011-400-10 Mobile Home Taxes	37.00		419.00					
12-4-011-400-15 Rollback Taxes - Current	22,795.00	1,000.00	8,426.00		-743	1,000.00	1,000.00	
12-4-011-400-20 Penalties - Current Taxes	2,745.00	2,500.00	2,504.00		0	2,500.00	2,500.00	
12-4-011-400-75 Fee In Lieu Of Tx-Current	72,227.00	60,000.00	87,800.00		-46	55,000.00	55,000.00	
12-4-011-410-00 Ad Valorem Tax - Delinquent	45,487.00	45,000.00	31,655.00		30	35,000.00	35,000.00	
12-4-011-410-02 Fee In Lieu Of Tx-Delinqu	4,746.00		4,479.00					
12-4-011-410-05 Rollback Tax - Delinq	111.00		120.00					
12-4-011-410-10 Penalties - Delinq Tax	5,905.00	6,000.00	5,334.00		11	6,000.00	6,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
12-4-011-417-00 State Reimb-Homestead Tax	79,439.00	70,000.00	80,807.00		-15	70,000.00	70,000.00	
12-4-011-417-15 State Reimb-Manuf Exempt	3,351.00	2,000.00			100	2,000.00	2,000.00	
12-4-011-417-16 Manuf Expempt Fil - State	3,761.00	2,000.00			100	2,000.00	2,000.00	
12-4-011-419-00 Multi-County Pk Fee-In-Lieu 1% Ta..	938.00	1,000.00	1,173.00		-17	1,000.00	1,000.00	
Expenditure								
12-7-110-500-00 Wages & Salaries Fulltime	876,371.00	917,820.00	804,699.00		12	991,455.00	991,455.00	
12-7-110-500-05 Salaries - Overtime	11,440.00	20,000.00	9,259.00		54	20,000.00	20,000.00	
12-7-110-510-00 Fica-Employers Contrib	63,587.00	72,125.00	60,682.00		16	81,125.00	81,125.00	
12-7-110-510-05 Sc Ret Employers Contrib			608.00					
12-7-110-510-10 S.C. Police Ret Employer	161,051.00	171,970.00	151,663.00		12	203,645.00	203,645.00	
12-7-110-510-15 Health/Life Ins Employers	147,462.00	173,375.00	124,598.00		28	179,675.00	179,675.00	
12-7-110-510-25 Workers Compensation	21,926.00	37,515.00	25,201.00		33	39,775.00	39,775.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
12-7-110-530-00 Travel, Training, Dues	2,628.00	12,000.00	10,732.00		11	12,000.00	12,000.00	
12-7-110-540-00 Supplies - General	538.00	5,000.00	2,132.00		57	5,000.00	5,000.00	
12-7-110-542-00 Supplies - Clothing	2,287.00	7,080.00	1,066.00		85	7,080.00	7,080.00	
12-7-110-551-30 Equipment-Communications	602.00	10,000.00	4,405.00		56	10,000.00	10,000.00	
12-7-110-551-45 Protective Clothing		2,500.00	2,460.00		2	2,500.00	2,500.00	
12-7-110-551-65 Equipment-Law Enforcement	5,495.00	8,325.00	7,620.00		8	8,325.00	8,325.00	
12-7-110-560-00 Equipment - Capitalized	40,289.00	35,500.00			100	35,500.00	35,500.00	
12-7-110-590-00 Maintenance - Vehicles	11,396.00	10,000.00	9,685.00		3	10,000.00	10,000.00	
12-7-110-590-05 Gasoline	16,604.00	33,430.00	7,653.00		77	35,000.00	35,000.00	
12-7-110-593-00 Maintenance-Service Agree	9,993.00	10,000.00	5,649.00		44	10,000.00	10,000.00	
12-7-110-600-00 Contractual Services(Cs)	6,243.00	52,500.00	4,145.00		92	52,500.00	52,500.00	
Total Revenue	**$1,643,732.00**	**$1,579,140.00**	**$1,706,005.00**			**$1,703,580.00**	**$1,703,580.00**	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Total Expenditure	**$1,377,912.00**	**$1,579,140.00**	**$1,232,257.00**			**$1,703,580.00**	**$1,703,580.00**	
Net	**$265,820.00**		**$473,748.00**					

Victims Services Fund (13)

	Current Budget	Proposed FY2022
Revenue	65,000	57,000
Expenditure	-65,000	-57,000
Other Financing Sources	0	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 13 Victims Services Fund								
Revenue								
13-4-116-462-05 Assess - Crime Victims	19,769.00	30,000.00	19,643.00		35	20,000.00	20,000.00	
13-4-116-462-15 Conviction Surcharge	26,942.00	30,000.00	21,750.00		28	30,000.00	30,000.00	
13-4-116-462-35 Victims-Other Entity Collections	9,878.00	5,000.00			100	7,000.00	7,000.00	
Expenditure								
13-7-116-500-00 Wages & Salaries Full Time Portion to come from GF	46,385.00	35,345.00	11,193.00		68	33,700.00	33,700.00	
13-7-116-500-05 Salaries-Overtime	83.00	500.00			100	500.00	500.00	
13-7-116-510-00 Fica-Employers Contrib	3,532.00	2,705.00	946.00		65	2,370.00	2,370.00	
13-7-116-510-05 Sc Ret Employers Contrib	7,187.00	6,350.00	1,939.00		69	5,125.00	5,125.00	
13-7-116-510-15 Health/Life Ins Employers	12,470.00	13,000.00	3,114.00		76	9,705.00	9,705.00	
13-7-116-510-25 Workers Compensation	1,356.00	2,600.00	375.00		86	1,100.00	1,100.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
13-7-116-530-00 Travel, Training, Dues		1,000.00			100	1,000.00	1,000.00	
13-7-116-540-00 Supplies-General	68.00	500.00	22.00		96	500.00	500.00	
13-7-116-590-00 Maintenance - Vehicles	812.00	1,000.00	116.00		88	1,000.00	1,000.00	
13-7-116-590-05 Gasoline	1,121.00	2,000.00	940.00		53	2,000.00	2,000.00	
Total Revenue	**$56,589.00**	**$65,000.00**	**$41,393.00**			**$57,000.00**	**$57,000.00**	
Total Expenditure	**$73,014.00**	**$65,000.00**	**$18,645.00**			**$57,000.00**	**$57,000.00**	
Net	**-$16,425.00**		**$22,748.00**					

911 Fund (15)

	Current Budget	Proposed FY2022
Revenue	867,310	843,240
Expenditure	-873,590	-843,240
Other Financing Sources	6,280	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 15 E-911 Fund								
Revenue								
15-4-034-423-00 E-911 Tariff	172,928.00	195,000.00	136,961.00		30	170,000.00	170,000.00	
15-4-034-423-05 E-911 Cmrs Surcharge	188,359.00	130,000.00	160,836.00		-24	160,000.00	160,000.00	
15-4-034-435-05 State - E911Cost Reimb.	580,632.00	542,310.00	117,557.00		78	513,240.00	513,240.00	
15-4-034-480-05 Interest Income	1,248.00		1,264.00					
Expenditure								
15-7-034-500-00 Wages & Salaries Full Time	67,032.00	63,380.00	60,553.00		4	76,100.00	76,100.00	
15-7-034-500-05 Salaries- Overtime	849.00	1,000.00	1,038.00		-4	1,000.00	1,000.00	
15-7-034-510-00 Fica-Employers Contribution	5,050.00	4,925.00	4,766.00		3	5,900.00	5,900.00	
15-7-034-510-05 Sc Ret Employers Contribution	4,374.00	10,020.00	4,317.00		57	12,770.00	12,770.00	
15-7-034-510-10 S.C. Police Ret Employer	7,084.00		6,597.00					
15-7-034-510-15 Health/Life Ins Employers	1,766.00	500.00	6,614.00		-1,223	10,680.00	10,680.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
15-7-034-510-25 Workers Compensation	149.00	1,485.00	178.00		88	1,370.00	1,370.00	
15-7-034-530-00 Travel, Training, & Dues	6,310.00	19,000.00	3,843.00		80	19,000.00	19,000.00	
15-7-034-540-00 Supplies-General	3,405.00	9,500.00	5,554.00		42	9,500.00	9,500.00	
15-7-034-551-00 Equipment- General		6,000.00			100	6,000.00	6,000.00	
15-7-034-560-00 Equipment - Capitalized Remove funding for one-time projects	168,841.00	256,280.00	42,002.00		84			
15-7-034-571-00 Utilities- Telephone	18,673.00	20,000.00	17,424.00		13	20,000.00	20,000.00	
15-7-034-582-00 E-911 Trunk Lines	4,070.00	62,000.00			100	62,000.00	62,000.00	
15-7-034-590-00 Maintenance- Vehicles		1,500.00			100	1,500.00	1,500.00	
15-7-034-590-05 Gasoline		2,000.00			100	2,000.00	2,000.00	
15-7-034-593-00 Maintenance-Service Agree Recommended: All Requested: Decrease due to phone system moving under contractual	204,435.00	214,000.00	140,458.00		34	203,000.00	203,000.00	
15-7-034-600-00 Contractual Services(Cs) Recommended: all; Requested: payment increase for 911 phone system	254,048.00	201,000.00	190,547.00		5	211,420.00	211,420.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
15-7-034-670-00 Advertising		1,000.00			100	1,000.00	1,000.00	
15-7-034-690-00 Special Projects						200,000.00	200,000.00	
Recommended: All Requested: $200,000 to cover costs related to text to 911 conversion, furniture needed for the newly acquired 911 Backup Center								
Revenue								
15-8-034-810-03 Fb Assigned-Encumbrances		6,280.00			100			
Total Revenue	**$943,167.00**	**$873,590.00**	**$416,618.00**			**$843,240.00**	**$843,240.00**	
Total Expenditure	**$746,086.00**	**$873,590.00**	**$483,891.00**			**$843,240.00**	**$843,240.00**	
Net	**$197,081.00**		**-$67,273.00**					

Hospitality Tax Fund (17)

	Current Budget	Proposed FY2022
Revenue	1,280,000	1,600,000
Expenditure	-44,235	-50,000
Other Financing Sources	0	0
Other Financing Uses	-1,235,765	-1,550,000

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 17 Hospitality Tax Fund								
Revenue								
17-4-011-425-00 Local Hospitality Tax Rev	1,589,463.00	1,280,000.00	1,527,724.00		-19	1,600,000.00	1,600,000.00	
17-4-011-480-05 Interest Income	2,499.00		3,503.00					
Expenditure								
17-7-011-500-00 Wages & Salaries Fulltime Position to be 100% GF	22,275.00	21,540.00	20,562.00		5			
17-7-011-510-00 Fica-Employers Contrib	1,442.00	1,650.00	1,505.00		9			
17-7-011-510-05 Sc Ret Employers Contrib	3,285.00	3,575.00	3,380.00		5			
17-7-011-510-15 Health/Life Ins Employers	7,265.00	6,470.00	7,265.00		-12			
17-7-011-510-25 Workers Compensation	622.00	1,000.00	818.00		18			
17-7-011-600-00 Contractual Services(Cs) Design and Plan for Regional Park		10,000.00			100	50,000.00	50,000.00	
17-7-011-690-00 Special Projects	46,200.00							

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
17-7-011-781-20 Bank Echeck Fees			520.00					
17-9-011-961-00 Fund Balance-Undesignated		1,235,765.00			100	1,550,000.00	1,550,000.00	
Total Revenue	**$1,591,962.00**	**$1,280,000.00**	**$1,531,227.00**			**$1,600,000.00**	**$1,600,000.00**	
Total Expenditure	**$81,089.00**	**$1,280,000.00**	**$34,050.00**			**$1,600,000.00**	**$1,600,000.00**	
Net	**$1,510,873.00**		**$1,497,177.00**					

State Accommodations Tax Fund (18)

	Current Budget	Proposed FY2022
Revenue	180,000	150,000
Expenditure	-346,500	-225,250
Other Financing Sources	199,250	105,000
Other Financing Uses	-32,750	-29,750

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 18 State Accommodations Tax Fund								
Revenue								
18-4-011-434-20 State Accommodations Tax	141,562.00	180,000.00	25,657.00		86	150,000.00	150,000.00	
18-4-011-480-05 Interest Income	523.00		115.00					
Expenditure								
18-7-011-690-00 Special Projects	114,350.00	346,500.00	247,554.00		29	225,250.00	225,250.00	
Revenue								
18-8-011-810-01 Fund Balance-Reserved		199,250.00			100	105,000.00	105,000.00	
Expenditure								
18-9-011-950-05 Transfer To Other Fd	30,828.00	32,750.00			100	29,750.00	29,750.00	
Total Revenue	**$142,085.00**	**$379,250.00**	**$25,772.00**			**$255,000.00**	**$255,000.00**	
Total Expenditure	**$145,178.00**	**$379,250.00**	**$247,554.00**			**$255,000.00**	**$255,000.00**	
Net	**-$3,093.00**		**-$221,782.00**					

Stormwater Fund (19)

	Current Budget	Proposed FY2022
Revenue	1,373,280	1,534,860
Expenditure	-2,248,280	-1,959,005
Other Financing Sources	875,000	424,145
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 19 Stormwater Fund								
Revenue								
19-4-203-450-80 Stormwater Plan Review Fee	184,965.00	55,500.00	49,650.00		11	55,500.00	55,500.00	
19-4-203-454-50 Stormwater Fee	1,312,620.00	1,317,780.00	1,400,756.00		-6	1,479,360.00	1,479,360.00	
19-4-203-460-25 Penalty - Stormwater Fee	8,929.00		7,937.00					
19-4-203-480-05 Interest Income	1,348.00		1,617.00					
Expenditure								
19-7-203-500-00 Wages & Salaries Full Time	359,153.00	447,535.00	390,126.00		13	567,535.00	450,100.00	
Recommended: None; Requested-Infrastructure Inspector ($60k) to assist on quality assurance of CIP projects and development sites; $60,000 Soil Scientist								
19-7-203-500-05 Salaries - Overtime	398.00	1,500.00	1,600.00		-7	1,500.00	6,000.00	
19-7-203-510-00 Fica-Employers Contrib.	25,968.00	34,620.00	29,042.00		16	39,125.00	34,750.00	
19-7-203-510-05 Sc Ret Employers Contrib	55,774.00	70,415.00	61,681.00		12	84,700.00	75,210.00	
19-7-203-510-15 Health/Life Ins Employers	44,595.00	63,960.00	49,172.00		23	74,900.00	53,955.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
19-7-203-510-25 Workers Compensation	6,518.00	27,920.00	9,030.00		68	34,825.00	29,900.00	
19-7-203-530-00 Travel, Training, Dues	4,397.00	15,000.00	4,234.00		72	15,000.00	15,000.00	
19-7-203-540-00 Supplies-General	4,554.00	5,000.00	4,374.00		13	3,500.00	6,000.00	
19-7-203-541-00 Supplies-Postage	163.00	500.00	59.00		88	500.00	500.00	
19-7-203-542-00 Supplies - Clothing	4,067.00	5,000.00	4,029.00		19	3,000.00	3,000.00	
19-7-203-551-00 Equipment- General REQUESTED: Field equipment for positions	2,718.00	11,500.00	4,879.00		58	22,600.00	17,500.00	
19-7-203-560-00 Equipment - Capitalized Recommended: Truck Swaps; REQUESTED: $80,000 for two trucks related to requested positions	81,552.00					80,000.00	20,000.00	
19-7-203-571-00 Utilities-Telephone	5,386.00	5,000.00	4,961.00		1	6,300.00	5,000.00	
19-7-203-581-00 Rent-Building	63,288.00	75,000.00	63,643.00		15	75,000.00	75,000.00	
19-7-203-590-00 Maintenance-Vehicles	8,085.00	11,000.00	1,325.00		88	11,000.00	11,000.00	
19-7-203-590-05 Gasoline	7,069.00	11,000.00	4,055.00		63	11,000.00	11,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
19-7-203-593-00 Maintenance-Service Agree.	6,598.00	9,000.00	2,640.00		71	9,000.00	9,000.00	
19-7-203-600-00 Contractual Services(Cs)	83,279.00	240,000.00	10,446.00		96	240,000.00	240,000.00	
19-7-203-605-00 Cs-Printing	478.00	3,000.00			100	3,000.00	3,000.00	
19-7-203-690-00 Special Projects Recommended: Carry-forward REQUESTED: Carry forward $800k Black Horse Run; Infrastructure projects, 1/2 lease of vacuum truck;	95,432.00	1,183,830.00	112,733.00		90	800,000.00	864,590.00	
19-7-203-691-01 Sp - Promotions	15,258.00	20,000.00	11,627.00		42	20,000.00	22,500.00	
19-7-203-750-00 Lease- Copiers	3,231.00	4,500.00	2,923.00		35	3,000.00	3,000.00	
19-7-203-781-73 Licesnses/Permits/Fees	2,125.00	3,000.00	2,000.00		33	3,000.00	3,000.00	
Revenue								
19-8-203-810-01 Fund Balance - Reserved Black Horse Run Project		875,000.00			100	424,145.00	424,145.00	
Total Revenue	**$1,507,862.00**	**$2,248,280.00**	**$1,459,960.00**			**$1,959,005.00**	**$1,959,005.00**	
Total Expenditure	**$880,086.00**	**$2,248,280.00**	**$774,579.00**			**$2,108,485.00**	**$1,959,005.00**	
Net	**$627,776.00**		**$685,381.00**			**-$149,480.00**		

County Transportation Commission Fund (20)

	Current Budget	Proposed FY2022
Revenue	1,400,000	2,450,000
Expenditure	-1,400,000	-2,450,000
Other Financing Sources	0	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 20 Lanc Cty Transp Comm Fund								
Revenue								
20-4-206-434-30 State C Funds-Rd. Impr.	1,747,128.00	1,400,000.00	1,725,805.00		-23	2,450,000.00	2,450,000.00	
20-4-206-480-05 Interest Income	926.00		905.00					
Expenditure								
20-7-206-600-00 Contractual Services (Cs) Recommended: All, Requested: $150,000 for engineering/consulting/permitting	172,170.00	150,000.00	103,355.00		31	150,000.00	150,000.00	
20-7-206-600-02 Cs-County Paving Recommended: All, Requested: $350,000 for Calcium Chloride/County Road upgrades	22,251.00	250,000.00	346,815.00		-39	350,000.00	350,000.00	
20-7-206-600-03 Cs-State Recommended: All; Requested: $1,950,000 for Possom Hollow/DOT resurfacing	723,362.00	1,000,000.00	1,654,502.00		-65	1,950,000.00	1,950,000.00	
Total Revenue	**$1,748,054.00**	**$1,400,000.00**	**$1,726,710.00**			**$2,450,000.00**	**$2,450,000.00**	
Total Expenditure	**$917,783.00**	**$1,400,000.00**	**$2,104,672.00**			**$2,450,000.00**	**$2,450,000.00**	
Net	**$830,271.00**		**-$377,962.00**					

Indian Land Fire District Fund (22)

	Current Budget	Proposed FY2022
Revenue	916,000	931,050
Expenditure	-979,000	-1,013,870
Other Financing Sources	75,000	82,820
Other Financing Uses	-12,000	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 22 Indian Land Fire Prot. District								
Revenue								
22-4-917-453-00 Fire District Fee	871,950.00	916,000.00	901,967.00		2	931,050.00	931,050.00	
22-4-917-460-00 Penalty - Fire Fee	3,990.00		3,068.00					
22-4-917-470-00 Donations			300.00					
22-4-917-480-05 Interest Income	752.00		563.00					
Expenditure								
22-7-917-500-00 Wages & Salaries Fulltime Recommended: Firefighters Requested: 2 Additional Firefighters, restructure staff	333,146.00	425,000.00	384,448.00		10	544,950.00	508,220.00	
22-7-917-500-05 Salaries-Overtime	75,186.00	55,000.00	75,160.00		-37	47,500.00	47,500.00	
22-7-917-500-10 Wages & Salaries Parttime	38,898.00	30,000.00	40,885.00		-36	20,000.00	20,000.00	
22-7-917-510-00 Fica-Employers Contrib	31,777.00	38,685.00	37,493.00		3	45,385.00	43,750.00	
22-7-917-510-05 Sc Ret Employers Contrib	1,649.00		233.00					

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
22-7-917-510-10 S.C. Police Ret Employer	77,164.00	92,210.00	87,829.00		5	114,150.00	110,000.00	
22-7-917-510-15 Health/Life Ins Employers	66,753.00	87,720.00	71,509.00		18	87,860.00	87,860.00	
22-7-917-510-25 Workers Compensation	16,998.00	34,000.00	25,674.00		24	39,980.00	38,540.00	
22-7-917-520-25 Personnel Disease Prev.		600.00			100	600.00		
22-7-917-530-00 Travel , Training, Dues	17,179.00	15,000.00	8,407.00		44	20,000.00	20,000.00	
22-7-917-540-00 Supplies - General	10,421.00	10,000.00	9,500.00		5	8,500.00	8,500.00	
22-7-917-542-00 Supplies - Clothing	12,484.00	15,000.00	17,213.00		-15	15,000.00	15,000.00	
22-7-917-551-00 Equipment-General	49,363.00	35,000.00	34,220.00		2	20,000.00	20,000.00	
22-7-917-551-30 Communications	2,526.00	3,500.00	2,325.00		34	4,000.00	4,000.00	
22-7-917-560-00 Equipment - Capitalized Recommended: All Requested: Replace expendable equipment (turnout gear, hoses, etc)		75,000.00	71,131.00		5	10,000.00	10,000.00	
22-7-917-570-00 Utilities - General		1,000.00			100	6,000.00	6,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
22-7-917-571-00 Utilities-Telephone	9,683.00	8,000.00	8,496.00		-6	8,000.00	8,000.00	
22-7-917-590-00 Maintenance - Vehicles Recommended: All Requested: $3,000 for the Station's acquisition of 2 vehicles	1,082.00	2,000.00	1,698.00		15	5,000.00	5,000.00	
22-7-917-590-05 Gasoline	1,707.00	5,000.00	2,531.00		49	5,000.00	5,000.00	
22-7-917-591-00 Maintenance - General	11,934.00	10,000.00	12,486.00		-25	5,500.00	5,500.00	
22-7-917-593-00 Maintenance-Service Agree	4,116.00	10,000.00	9,376.00		6	10,000.00	10,000.00	
22-7-917-600-00 Contractual Services(Cs)		1,000.00	1,173.00		-17	1,000.00	1,000.00	
22-7-917-650-00 Insurance - General	8,987.00	9,500.00	9,666.00		-2	10,000.00	10,000.00	
22-7-917-690-00 Special Projects Recommended: All Requested: Resurfacing of bay floors	94,333.00	15,785.00	18,064.00		-14	30,000.00	30,000.00	
Revenue								
22-8-917-810-05 Fund Balance - Committed		75,000.00			100	82,820.00	82,820.00	
Expenditure								
22-9-917-961-00 Fund Balance- Appropriated		12,000.00			100	12,000.00		

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Total Revenue	$876,692.00	$991,000.00	$905,898.00			$1,013,870.00	$1,013,870.00	
Total Expenditure	$865,386.00	$991,000.00	$929,517.00			$1,070,425.00	$1,013,870.00	
Net	$11,306.00		-$23,619.00			-$56,555.00		

Local Accommodations Tax Fund (29)

	Current Budget	Proposed FY2022
Revenue	100,000	115,000
Expenditure	-100,000	-115,000
Other Financing Sources	0	0
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 29 Local Accommodations Tax Fund								
Revenue								
29-4-011-421-00 Local Accom. Tax Revenue	170,891.00	100,000.00	103,476.00		-3	115,000.00	115,000.00	
29-4-011-480-05 Interest Income	365.00		387.00					
Expenditure								
29-7-011-540-00 Supplies - General		4,000.00			100	4,000.00	4,000.00	
29-7-011-600-00 Contractual Services(Cs) Recommended: Trail maintenance contract						12,000.00	12,000.00	
29-7-011-690-00 Special Projects	6,025.00	80,000.00	107,383.00		-34	83,000.00	83,000.00	
29-7-011-781-20 Bank Echeck Fees			25.00					
29-7-014-625-56 Da- Lancaster Performing Arts		16,000.00			100	16,000.00	16,000.00	
Total Revenue	**$171,256.00**	**$100,000.00**	**$103,863.00**			**$115,000.00**	**$115,000.00**	
Total Expenditure	**$6,025.00**	**$100,000.00**	**$107,408.00**			**$115,000.00**	**$115,000.00**	
Net	**$165,231.00**		**-$3,545.00**					

Debt Service Fund (30)

	Current Budget	Proposed FY2022
Revenue	4,426,700	3,841,065
Expenditure	-8,202,950	-8,216,200
Other Financing Sources	3,776,250	4,375,135
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 30 Debt Service Fund								
Revenue								
30-4-016-400-00 Ad Valorem Taxes - Current	3,619,272.00	3,587,225.00	2,619,562.00		27	3,086,697.00	3,086,697.00	
30-4-016-400-05 Vehicle Taxes - County	463,672.00	371,202.00	444,448.00		-20	376,095.00	376,095.00	
30-4-016-400-10 Mobile Home Taxes	87.00		91.00					
30-4-016-400-15 Rollback Tax - Current	46,295.00	500.00	18,031.00		-3,506	500.00	500.00	
30-4-016-400-20 Penalties - Current Taxes	8,121.00	5,000.00	5,012.00		0	5,000.00	5,000.00	
30-4-016-400-75 Fee In Lieu Of Tx-Current	213,829.00	90,000.00	175,601.00		-95	90,000.00	90,000.00	
30-4-016-410-00 Ad Valorem Tax-Delinquent	125,872.00	105,000.00	73,661.00		30	105,000.00	105,000.00	
30-4-016-410-02 Fee In Lieu Of Tx-Delinqu	12,912.00		12,553.00					
30-4-016-410-05 Rollback Tax - Delinquent	213.00		253.00					
30-4-016-410-10 Penalties - Delinquent Tax	15,078.00	12,000.00	12,855.00		-7	12,000.00	12,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
30-4-016-417-00 Homestead Tax-State Reimb	234,341.00	230,000.00	162,521.00		29	140,000.00	140,000.00	
30-4-016-417-05 Inventory Tax-State Reimb.	11,716.00	11,716.00	11,716.00		0	11,716.00	11,716.00	
30-4-016-417-15 State Reimb-Manuf Exempt	9,916.00	9,500.00			100	9,500.00	9,500.00	
30-4-016-417-16 Manuf Exempt Fil - State	11,134.00	1,000.00			100	1,000.00	1,000.00	
30-4-016-417-20 Motor Carrier Irp	3,017.00		1,374.00					
30-4-016-419-00 Multi-County Pk Fee-In-Lieu 1% Ta...	2,732.00	2,000.00	22,272.00		-1,014	2,000.00	2,000.00	
30-4-016-480-05 Interest Income	2,872.00	1,557.00	1,939.00		-25	1,557.00	1,557.00	
Expenditure								
30-7-016-770-00 Ds Principal - General	4,835,000.00	3,310,000.00	3,310,000.00			3,485,000.00	3,485,000.00	
30-7-016-770-05 Ds Fees	3,769.00	5,000.00	3,306.00		34	5,000.00	5,000.00	
30-7-016-770-10 Ds Interest - General	1,097,980.00	1,111,700.00	1,111,700.00			946,200.00	946,200.00	
30-7-885-771-16 Lease Pmts-Energy Mgt Pro	932,395.00							

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
30-7-885-771-17 Interest-Lease Purchase	38,415.00							
30-7-892-770-00 Ds Principal - General	3,270,000.00	3,425,000.00	3,425,000.00			3,600,000.00	3,600,000.00	
30-7-892-770-10 Ds Interest - General	482,050.00	351,250.00	351,250.00			180,000.00	180,000.00	
Revenue								
30-8-016-810-05 Fund Balance - Committed						595,135.00	595,135.00	
30-8-892-801-03 Transfer From Cpst 2 (61)	3,752,050.00	3,776,250.00	3,776,250.00			3,780,000.00	3,780,000.00	
Total Revenue	**$8,533,129.00**	**$8,202,950.00**	**$7,338,139.00**			**$8,216,200.00**	**$8,216,200.00**	
Total Expenditure	**$10,659,609.00**	**$8,202,950.00**	**$8,201,256.00**			**$8,216,200.00**	**$8,216,200.00**	
Net	**-$2,126,480.00**		**-$863,117.00**					

Airport Fund (47)

	Current Budget	Proposed FY2022
Revenue	165,233	165,788
Expenditure	-244,163	-274,918
Other Financing Sources	78,930	109,130
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 47 Airport Fund								
Revenue								
47-4-215-436-10 Intergovernmental Revenue	438.00		20,472.00					
47-4-215-459-15 Sales- Fuel	144,851.00	116,000.00	108,625.00		6	116,000.00	116,000.00	
47-4-215-469-00 Airport Landing Fees	430.00		500.00					
47-4-215-490-60 Rents - General	54,476.00	49,233.00	52,856.00		-7	49,788.00	49,788.00	
47-4-227-430-00 State Grants	902.00		-6,348.00					
47-4-227-437-00 Federal Grant	16,236.00		472.00					
47-4-227-438-00 Cnt - Grants Match	902.00		308.00					
47-4-228-437-00 Federal Grant			168,667.00					
Expenditure								
47-7-215-500-00 Wages & Salaries Fulltime	45,034.00	45,705.00	40,129.00		12	86,150.00	46,155.00	
Recommended: None; REQUESTED: Assistant Airport Manager ($40k); Two bush hog operators (FT?); Pay raise for Manager								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
47-7-215-500-10 Wages & Salaries Parttime PT Airport Manager	6,397.00	10,500.00	14,387.00		-37	34,000.00	34,000.00	
47-7-215-510-00 Fica-Employers Contrib	3,943.00	4,320.00	4,265.00		1	6,205.00	6,130.00	
47-7-215-510-05 Sc Ret Employers Contrib	15,950.00	9,015.00	7,666.00		15	13,440.00	13,245.00	
47-7-215-510-10 S.C. Police Ret Employer	402.00							
47-7-215-510-15 Health/Life Ins Employers	378.00	600.00	347.00		42	12,700.00	500.00	
47-7-215-510-25 Workers Compensation	369.00	900.00	846.00		6	2,300.00	1,765.00	
47-7-215-530-00 Travel, Training, Dues	1,085.00	3,000.00	350.00		88	3,000.00	3,000.00	
47-7-215-540-00 Supplies-General	734.00	1,000.00	338.00		66	1,000.00	1,000.00	
47-7-215-560-00 Equipment - Capitalized Recommended: None REQUESTED. Golf cart and ramp ($28k) Ground Power Unit ($60k)						88,000.00		
47-7-215-570-00 Utilities-General	40,447.00	42,025.00	32,075.00		24	42,025.00	42,025.00	
47-7-215-571-00 Utilities-Telephone	2,936.00	3,000.00	1,742.00		42	3,000.00	3,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
47-7-215-590-00 Maintenance - Vehicles	2,520.00	1,000.00	4,461.00		-346	1,000.00	1,000.00	
47-7-215-590-05 Gasoline	91,898.00	89,850.00	111,821.00		-24	89,850.00	89,850.00	
47-7-215-593-00 Maintenance-Service Agree.	1,425.00	5,298.00	1,402.00		74	5,298.00	5,298.00	
47-7-215-594-00 Maintenance-Bldg & Grounds	1,245.00	3,500.00	1,501.00		57	3,500.00	3,500.00	
47-7-215-600-00 Contractual Services (Cs)	14,492.00	5,000.00	4,676.00		6	5,000.00	5,000.00	
47-7-215-650-00 Insurance-General	15,609.00	16,000.00	15,466.00		3	16,000.00	16,000.00	
47-7-215-670-00 Advertising	499.00	1,050.00	1,233.00		-17	1,050.00	1,050.00	
47-7-215-730-00 Depreciation Expense	402,691.00							
47-7-215-750-00 Lease- Copiers	1,850.00	1,300.00	2,157.00		-66	1,300.00	1,300.00	
47-7-215-781-00 Miscellaneous Expense	4,538.00		2,637.00					
47-7-215-781-73 Licesnses/Permits/Fees	1,077.00	1,100.00	201.00		82	1,100.00	1,100.00	
47-7-227-600-00 Contractual Services(Cs)			710.00					

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
47-7-228-600-00 Contractual Services(Cs)			967,650.00					
Revenue								
47-8-215-801-01 Transfer From General Fund	74,630.00	78,930.00	78,930.00			109,130.00	109,130.00	
Total Revenue	**$292,865.00**	**$244,163.00**	**$424,482.00**			**$274,918.00**	**$274,918.00**	
Total Expenditure	**$655,519.00**	**$244,163.00**	**$1,216,060.00**			**$415,918.00**	**$274,918.00**	
Net	**-$362,654.00**		**-$791,578.00**			**-$141,000.00**		

Pleasant Valley Fire District Fund (50)

	Current Budget	Proposed FY2022
Revenue	683,080	851,920
Expenditure	-840,235	-865,862
Other Financing Sources	157,155	13,942
Other Financing Uses	0	0

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 50 Pleasant Valley Fire Prot. District								
Revenue								
50-4-928-453-00 Fire District Fee	662,445.00	680,580.00	693,901.00		-2	849,420.00	849,420.00	
50-4-928-460-00 Penalty - Fire Fee	3,803.00	2,500.00	3,696.00		-48	2,500.00	2,500.00	
50-4-928-480-05 Interest Income	800.00		651.00					
Expenditure								
50-7-928-500-00 Wages & Salaries Full Time	84,944.00	134,000.00	101,501.00		24	138,500.00	138,500.00	
50-7-928-500-05 Salaries Overtime	11,574.00	12,000.00	15,875.00		-32	20,000.00	20,000.00	
50-7-928-500-10 Wages & Salaries Parttime	229,573.00	245,500.00	216,305.00		12	262,080.00	262,080.00	
50-7-928-510-00 Fica-Employers Contrib	24,251.00	29,950.00	25,710.00		14	30,644.00	30,644.00	
50-7-928-510-05 Sc Ret Employers Contrib	1,645.00	2,500.00	1,150.00		54	1,500.00	1,500.00	
50-7-928-510-10 S.C. Police Ret Employer	47,829.00	71,410.00	53,485.00		25	69,410.00	69,410.00	
50-7-928-510-15 Health/Life Ins Employers	16,397.00	50,000.00	24,708.00		51	50,620.00	50,620.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
50-7-928-510-25 Workers Compensation	13,422.00	22,945.00	17,775.00		23	22,945.00	22,945.00	
50-7-928-530-00 Travel	5,863.00	8,000.00	1,747.00		78	11,000.00	11,000.00	
50-7-928-540-00 Supplies - General	9,581.00	8,000.00	3,875.00		52	8,000.00	8,000.00	
50-7-928-542-00 Supplies - Clothing	3,929.00	4,000.00	1,045.00		74	4,000.00	4,000.00	
50-7-928-551-00 Equipment-General	16,262.00	20,000.00	22,453.00		-12	20,000.00	20,000.00	
50-7-928-570-00 Utilities - General	9,606.00	10,000.00	8,705.00		13	12,000.00	12,000.00	
50-7-928-590-00 Maintenance - Vehicles	1,024.00	2,000.00	966.00		52	2,000.00	2,000.00	
50-7-928-590-05 Gasoline	1,372.00	2,500.00	986.00		61	2,500.00	2,500.00	
50-7-928-591-00 Maintenance - General	10,447.00	8,000.00	7,254.00		9	10,000.00	10,000.00	
50-7-928-600-00 Contractual Services(Cs)	2,133.00	2,500.00	2,796.00		-12	3,000.00	3,000.00	
50-7-928-650-00 Insurance - General	1,441.00	2,000.00	1,870.00		7	2,000.00	2,000.00	
50-7-928-690-00 Special Projects	9,751.00	30,516.80	16,475.00		46	20,000.00	20,000.00	

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
50-7-928-760-00 Matching Funds	4,978.00	5,000.00	6,116.00		-22	5,000.00	5,000.00	
50-7-930-770-00 Ds Principal - General	125,000.00	120,000.00	125,000.00		-4	130,000.00	130,000.00	
50-7-930-770-05 Ds Fees	887.00							
50-7-930-770-10 Ds Interest - General	48,162.00	49,413.00	44,413.00		10	40,663.00	40,663.00	
Revenue								
50-8-931-810-04 Fund Balance-Undesignated		157,154.80			100	13,942.00	13,942.00	
Total Revenue	**$667,048.00**	**$840,234.80**	**$698,248.00**			**$865,862.00**	**$865,862.00**	
Total Expenditure	**$680,071.00**	**$840,234.80**	**$700,210.00**			**$865,862.00**	**$865,862.00**	
Net	**-$13,023.00**		**-$1,962.00**					

Capital Project Sales Tax 2 Fund (61)

	Current Budget	Proposed FY2022
Revenue	8,500,000	10,500,000
Expenditure	-8,420,562	-3,615,000
Other Financing Sources	7,887,617	0
Other Financing Uses	-7,967,055	-6,885,000

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
Fund: 61 Capital Project Sales Tax 2								
Revenue								
61-4-891-424-00 1% Rev Capital Projects Sales Tax	11,199,016.00	8,500,000.00	10,008,086.00		-18	10,500,000.00	10,500,000.00	
61-4-891-480-05 Interest Income	412,400.00		40,325.00					
61-4-891-490-35 Other Income			437,777.00					
Expenditure								
61-7-891-551-65 Equipment-Law Enforcement	3,311.00							
61-7-891-600-00 Contractual Services(Cs)	298,659.00	49,987.52	766,953.00		-1,434			
61-7-891-600-02 Cs - County Paving	2,998,410.00	3,055,178.96	8,920,043.00		-192	3,600,000.00	3,600,000.00	
61-7-891-600-11 Library Improvements	2,547,172.00	5,300,395.03	5,807,771.00		-10			
61-7-891-604-04 Ps - Legal / General		15,000.00			100	15,000.00	15,000.00	
Revenue								
61-8-891-810-04 Fund Balance-Undesignated		7,887,616.51			100			
Expenditure								

Account	2019 - 2020 Actual ($)	2020 - 2021 Budget ($)	6/30/2021 Actual ($)	2020 - 2021 Estimate	2020 - 2021 %Remaining	2021 - 2022 Requested	2021 - 2022 Recommended	2021 - 2022 Approved
61-9-891-950-05 Transfer To Other Funds	3,752,050.00	3,776,250.00	3,776,250.00			3,780,000.00	3,780,000.00	
61-9-891-961-00 Fund Balance-Undesignated		4,190,805.00			100	3,105,000.00	3,105,000.00	
Total Revenue	**$11,611,416.00**	**$16,387,616.51**	**$10,486,188.00**			**$10,500,000.00**	**$10,500,000.00**	
Total Expenditure	**$9,599,602.00**	**$16,387,616.51**	**$19,271,017.00**			**$10,500,000.00**	**$10,500,000.00**	
Net	**$2,011,814.00**		**-$8,784,829.00**					
Report Total Revenue	**$31,952,994.00**	**$37,224,986.52**	**$29,116,759.00**			**$32,187,495.00**	**$32,187,495.00**	
Report Total Expenditure	**$28,844,276.00**	**$37,224,986.52**	**$37,927,171.00**			**$32,714,530.00**	**$32,187,495.00**	
Report Total Net	**$3,108,718.00**		**-$8,810,412.00**			**-$527,035.00**		

Department	Request	Full Cost	Notes
EMS	3 Paramedics	$268,950	Due to the continued call increase, which is currently 1,077 more the first quarter of 2021 than the first quarter of 2020. It will also be the first half of the crews for the new EMS 10 station which is being paid for by the penny sales tax. It is much cheaper to spilt new crews over a period of budgets, as we have done for the past 2 units, than all in one budget cycle.
Fire Rescue	Deputy Fire Marshall	$157,805	Deputy Fire Marshall as recommended by the Fitch Fire Study. This position would be under the direction of the Fire Marshall and head one part of the inspections division (new or existing construction inspections).
Animal Shelter	Hybrid front office/back office worker	$50,900	Hybrid position to assist with both front office and back office work due to increased volume in animal and customer traffic.
Auditor	FT Clerk	$57,570	Position needed to assist current staff in the Auditor's Office with phone and in-person inquiries from the public.
Treasurer	FT Clerk	$48,850	Position needed to alleviate some of the work load currently placed on front office staff who continuously serve the public.
Solid Waste	Tire Worker (PT to FT)	$19,925	Move current employee from PT to FT in order to maintain standards set by DHEC regarding the proper disposal of tires at County Solid Waste facilities.
Assessor	Appraiser	$58,600	Growth in the County has resulted in more properties needed to be assessed through the Assessor's Office. An Appraiser is requested in order to help accommodate the resulted increase in work load in the department.
Recreation	Marketing and Public Relations Coordinator	$36,895	A Marketing and Public Relations Coordinator will be responsible for all marketing and advertising for Parks and Rec to assist in outreach and education regarding services and programs offered through the department such as the use of Parks and Rec facilities by tournament leagues.
Finance	AP Automation Tool	$25,000	As demands on the AP function of Finance have increased, such a tool will allow the AP process to become more streamlined and efficient.
Communications	2 PT TCO's	$41,915	2 PT Telecommunications Officers will help alleviate scheduling gaps created due to the difficulty of retaining FT staff.
Roads	Grounds Worker	$47,145	Assist current grounds crew in their responsibilities due increasing numbers of properties needing to be maintained.
Finance	PT Accounting Clerk	$32,953	Additional personnel needed in order to accommodate the increased workload in the Finance department as a result of growth seen in other departments due to the need to serve more citizens

Building Maintenance	Deferred Maintenance Items	$150,000	Due to limitations in funding capacities, some maintenance items/projects have been deferred. This request would allow the County to begin addressing these items on a scheduled rotation.
Sheriff	2 Correctional Officers	$134,362	In order to accommodate the growth seen in the County, 2 Correctional Officers are requested due to increases in the inmate population.
		$1,130,870	

The Lancaster News

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

PUBLIC HEARING NOTICE
PROPOSED NEW FEES
Fiscal Year 2021-2022 LANCASTER COUNTY BUDGET

Pursuant to Section 6-1-330(A) of the S.C. Code of Laws, as amended, public notice is hereby given that the County of Lancaster will hold a public hearing on **Monday, June 14, 2021** at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC. The purpose is to obtain written and oral comments from the public concerning the below **proposed new fees** as proposed in **ordinance 2021-1741**. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

7.02 **Hazardous Materials Fees**

Commercial Fireworks Display Standby Fee	Per Instance	$500.00

14.00 **PLANNING FEES**

14.04 **Subdivision Fees**

Amendment of a final plat			
	Minor Plat	Per Plat	$25 for each lot
	Miscellaneous Plat	Per Plat	$25.00

15.00 **PROBATE COURT FEES**

15.05 **Weddings**

Marriage ceremony - w/out use of courthouse camera	$100.00
Marriage ceremony - w/ use of courthouse camera*	$120.00

*Marriage couples to obtain own photographer will be required to use on-site camera and flash drive to comply with courthouse policy

17.00 **RECREATION FEES**

17.07 **Other Recreation Fees**

Item	Unit	Amount
Sponsorship Fee - Platinum Level	Individual	$3,600.00
Sponsorship Fee - Gold Level	Individual	$1,800.00
Sponsorship Fee - Silver Level	Individual	$1,200.00
Sponsorship Fee - Bronze Level	Individual	$300.00
Extra Sponsor Banner	Each	$100.00
Additional Team Sponsor	Each	$300.00
8x10 Team/Sponsor Picture/Plaque	Each	$30.00
Food Truck - Friday Event	Each Occurrence	$30.00
Food Truck - Farmer's Market	Each Occurrence	$30.00
Food Truck - Pool	Each Occurrence	$30.00
Food Truck - Special Events	Each Occurrence	$50.00
Food Truck - Tournaments	Each Occurrence	$50.00

26.00 **OTHER COUNTY FEES AND CHARGES**

26.02 **Miscellaneous County Fees**

Item	Unit	Amount
Airplane Ramp Fee	Per Airplane Per Day	$150.00
Airport Vehicle Fee (proof of insurance required)	Per Vehicle Per Day	$100.00
Airport Manager After Hours	Per Hour	$100.00

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

published in The Lancaster

of South Carolina

The Lancaster News

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

PUBLIC HEARING NOTICE
PROPOSED NEW FEES
Fiscal Year 2021-2022 LANCASTER COUNTY BUDGET

Pursuant to Section 6-1-330(A) of the S.C. Code of Laws, as amended, public notice is hereby given that the County of Lancaster will hold a public hearing on **Monday, June 14, 2021** at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC. The purpose is to obtain written and oral comments from the public concerning the below **proposed new fees** as proposed in **ordinance 2021-1741**. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing

26.00 OTHER COUNTY FEES AND CHARGES

26.02

Miscellaneous County Fees		
Item	Unit	Amount
Airplane Ramp Fee	Per Airplane Per Day	$150.00
Airport Vehicle Fee (proof of insurance required)	Per Vehicle Per Day	$100.00
Airport Manager After Hours	Per Hour	$100.00

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of May 30, 2021.

Benita G Gaskins
Notary Public of South Carolina

My Commission Expires
January 13, 2031

The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2021-2022 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, June 14, 2021 at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of Ordinance 2021-1741 establishing the Fiscal Year 2021-2022 County Budget. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

Section 6-1-320(A)(1) of the S. C. Code of Laws, as amended, Notwithstanding Section 12-37-251(E), limits the increase in the millage rate imposed for general operating purposes above the rate imposed for such purposes for the preceding tax year to the extent of the increase in the average of the twelve monthly consumer price indexes for the most recent twelve month period consisting of January through December of the preceding calendar year, plus the percentage increase in the population of the entity as determined by the Office of Research and Statistics of the State Budget and Control Board. However, in the year in which a reassessment program is implemented, the rollback millage, as calculated pursuant to Section 12-37-251(E), must be used in lieu of the previous year's millage rate. The limitation for Fiscal Year 2021 is 3.93%. Also pursuant to Section 6-1-320(A)(2), There may be added to the operating millage increase allowed pursuant to item (1) of this subsection any such increase, allowed but not previously imposed, for the three property tax years preceding the year to which the current limit applies.

The current and proposed County Budget & millage information for operations is as follows (subject to change by final reading):

	COUNTY GENERAL FUND	
	Revenue	Expenditures
2021-2022 projected revenues & expenditures	$69,049,197	$69,049,197
2020-2021 original budget revenues & expenditures	$65,410,435	$65,410,435
Estimated changes in budget amounts between current FY and proposed budget:		6%

	OTHER COUNTY FUNDS	
	Revenue	Expenditures
2021-2022 projected revenues & expenditures	$32,187,495	$32,187,495
2020-2021 original budget revenues & expenditures	$28,741,771	$28,741,771
Estimated changes in budget amounts between current FY and proposed budget:		12%

Estimated Millage for FY 2021-2022 OPERATING BUDGET	83.50
Millage for FY 2020-2021 OPERATING BUDGET	88.70
Difference between FY21 and FY22	-5.20
Capital Improvement millage FY 2021-2022	4.80
Capital improvement millage FY 2020-2021	5.00
Difference between FY21 and FY22	-.20
SPECIAL MILLAGE	
Courthouse- Security FY 2021-2022	3.60
Courthouse- Security FY 2020-2021	3.80
Difference between FY21 and FY22	-.20
Estimated Debt Service millage FY 2021-2022	8.50
Debt Service millage FY 2020-2021	7.60
Difference between FY21 and FY22	.90
USC-L millage FY 2021-2022	4.60
USC-L millage FY 2020-2021	4.90
Difference between FY21 and FY22	-.30
County Mill Value FY 2021-2022	$409,344
County Mill Value FY 2020-2021	$364,515
Local Option Sales Tax Credit Factor FY 2021	.000869
Local Option Sales Tax Credit Factor FY 2020	.000868

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

published in The Lancaster

of South Carolina

The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2021-2022 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, June 14, 2021 at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of Ordinance 2021-1741 establishing the Fiscal Year 2021-2022 County Budget. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the

Capital improvement millage FY 2021-2022	4.80
Capital improvement millage FY 2020-2021	5.00
Difference between FY21 and FY22	-.20
SPECIAL MILLAGE	
Courthouse- Security FY 2021-2022	3.60
Courthouse- Security FY 2020-2021	3.80
Difference between FY21 and FY22	-.20
Estimated Debt Service millage FY 2021-2022	8.50
Debt Service millage FY 2020-2021	7.60
Difference between FY21 and FY22	.90
USC-L millage FY 2021-2022	4.60
USC-L millage FY 2020-2021	4.90
Difference between FY21 and FY22	-.30
County Mill Value FY 2021-2022	$409,344
County Mill Value FY 2020-2021	$364,515
Local Option Sales Tax Credit Factor FY 2021	.000869
Local Option Sales Tax Credit Factor FY 2020	.000868

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of May 30, 2021

Benita G Smith
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1720
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
A technical and substantive update to the County Code and to clarify that Lancaster County may contract with a private company for derelict vehicle services and to allow for the auction of unclaimed vehicles.

Points to Consider:
Changes include:
(1) Correcting the reference to the State Code citation; and
(2) Correcting references from Zoning and Building Official to Zoning Official; and
(3) Changing the reference to reflect the state now has a Department of Motor Vehicles; and
(4) Clarifying that Lancaster County may contract with a private company to handle derelict motor vehicles pursuant to this County Code section.
(5) Adoption of notice provisions from State Code for vehicle towing, the storage lien process, and the judicial auction process.

Funding and Liability Factors:
N/A

Council Options:
Approve or reject the ordinance.

Recommendation:
Approve the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1720	6/7/2021	Ordinance

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2021- 1720
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND CHAPTER 21 OF THE LANCASTER COUNTY CODE OF ORDINANCES ENTITLED, "MOTOR VEHICLES AND TRAFFIC," TO PROVIDE NECESSARY UPDATES TO THE CHAPTER GOVERNING THE DISPOSITION OF DERELICT OR ABANDONED VEHICLES ON PUBLIC OR PRIVATE PROPERTY.

WHEREAS, South Carolina Code Ann. § 4-9-25 confers upon counties the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them; and

WHEREAS, South Carolina Code Ann. § 56-5-5820 provides, "Abandoned and derelict vehicles constitute a hazard to the health and welfare of the people in the State in that such vehicles can harbor noxious diseases, furnish shelter and breeding places for vermin, and present physical dangers to the safety and well-being of children and other citizens. It is, therefore, in the public interest that the present accumulation of abandoned and derelict vehicles be eliminated and that the future abandonment of such vehicles be prevented."; and

WHEREAS, Lancaster County Council wishes to provide for the public health and safety by regulating abandoned and derelict vehicles;

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

Section 1. Chapter 21, of the Lancaster County Code of Ordinances is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

ARTICLE I. - IN GENERAL

Sec. 21-1. - Authority.

This chapter is enacted pursuant to South Carolina Code of Laws 1976, Section ~~56-5-5610~~ 56-5-5820, relevant to declaration as public nuisances all abandoned or derelict motor vehicles which provides for the enactment of ordinance for the implementation and enforcement of the powers of the county in regards to public health, safety and welfare, and sanitation. This chapter is enacted to promote the general health, safety, and welfare of the citizens of the county.

(Ord. No. 284, 6-24-96)

Sec. 21-2. - Declaration of public interest.

The accumulation and storage of abandoned and derelict motor vehicles is hereby declared to constitute an undue and unnecessary hazard to the health and welfare of the citizens of the county in that such motor vehicles, when on public streets or thoroughfares, create traffic hazards and, when on private property, tend to reduce property values, invite plundering, fire hazards, harbor noxious diseases, furnish shelter for vermin, present physical dangers to minors and other citizens and constitute an unattractive nuisance. It is, therefore, in the public interest that the accumulation and storage of abandoned and derelict motor vehicles on public streets or thoroughfares or on private property be eliminated and prevented by declaring such a public nuisance, which may be adopted as such, which remedy shall be cumulative and in addition to any other remedies provided by law.

(Ord. No. 284, 6-24-96)

Sec. 21-3. - Exemptions

(a) The provisions of this article shall not apply to authorized auto salvage yards duly operated and regulated under other county ordinances.

(b) The provisions of this article shall not apply to vehicles which bear a current "Antique" vehicle license as issued by the South Carolina Department of ~~Highways and Public~~ Motor Vehicles.

(c) Motor vehicles which are in relatively good condition and capable of being moved under their own power and able to pass a vehicle safety inspection, yet do not present current license plates due to ~~owners~~ owner's illness or other reasonable verifiable causes as determined by the ~~building and~~ county zoning official or his designated agent.

(d) Motor vehicles properly stored within an enclosed building as not to be visible or no more than five (5) motor vehicles properly stored behind an opaque fence or enclosure, as not to

be visible from any road, street, thoroughfare, or nearby occupied residence and situated a minimum of one hundred (100) feet back from any street or road right-of-way and maintained free of any unsafe, unsanitary, or unsightly conditions, as determined by the ~~building~~ county zoning official or his designated agent.

(e) No more than two (2) motor vehicles that are not enclosed within an opaque fence or enclosure, provided those vehicles are not visible from any road, street, thoroughfare, or nearby occupied residence and situated a minimum of one hundred (100) feet back from any street or road right-of-way and maintained free of any unsafe, unsanitary, or unsightly conditions, as determined by the county zoning official or his designated agent.

~~(f) Where an authorization has been attained from the building and county zoning department for vehicles for sale, when vehicle is operable yet does not bear a current license plate and not to exceed one hundred twenty (120) days.~~

(f) Authentic and verifiable stock race cars, dirt track race cars, drag race cars or other relevant race cars which are being used on a regular basis and able to move under their own power as determined by the ~~building and~~ county zoning official or his designated agent as a true race car.

(Ord. No. 284, 6-24-96)

ARTICLE II. - OFFENSES

Sec. 21-4. - Parking or storage on public streets, thoroughfares or private property – Prohibited.

No person or property owner, or occupant shall park, store or leave, or permit the parking, storage or leaving of any abandoned or derelict motor vehicle(s) as defined in section 21-10, Definitions, upon public or private streets or thoroughfares within the county for a period in excess of forty-eight (48) hours, or on any private property within the county for a period in excess of seven (7) days unless such vehicle(s) located on private property is properly stored pursuant to the requirements set forth in Sec. 21-3(d).~~is located in such a manner as not to be visible from any road, street, thoroughfare, or nearby occupied residence and situated a minimum of one hundred (100) feet back from any street or road right-of-way and maintained free of any unsafe conditions.~~ No derelict or abandoned vehicles may be stored or placed for any length of time on nonresidential properties unless derelict or abandoned vehicles are considered customarily accessory to the use of such property. In addition, no derelict or abandoned vehicles may be stored or placed for any length of time on any vacant lots of land, property zoned as a manufactured home park, or a multifamily district.

(Ord. No. 284, 6-24-96)

ARTICLE III. - ENFORCEMENT

Sec. 21-5. - Notices, removals and disposal of vehicles.

Lancaster County may contract with any federal, other state, county, or municipal authority or private enterprise for tagging, collection, storage, transportation, disposal, or any other services necessary to prepare derelict or abandoned vehicles for recycling or other means of disposal.

Whenever it shall appear any motor vehicle(s) is abandoned or derelict upon any public street, road or thoroughfare, or private property in violation of the provisions of this chapter, the county ~~building and~~ zoning official, officers of the county sheriff's ~~department~~ office or designated agent of the ~~building~~ county zoning official shall cause a colored tag to be placed on the motor vehicle(s) in violation, and also posted on a structure located on the property, which shall be proper and legal notice to said owner, person in possession of motor vehicle or any lien holder that such motor vehicle in violation is subject to forfeiture to the county. The colored tag shall serve as the only legal notice that if the vehicle is not removed within forty-eight (48) hours from the date and time of the tag when located upon any public or private street, road, or thoroughfare and within seven (7) days from the date and time of the tag when located on private property, it shall become the property of the county, and it will be removed to a designated place to be sold.

(1) ~~If said motor vehicle(s) is determined to be valued at less than one hundred dollars ($100.00), the colored tag shall so state and serve as the only legal notice required that unless motor vehicle(s) is removed within the time period required, it shall become property of the county, shall be removed and sold for recycling purposes and all proceeds derived from sale deposited into a fund account established for the purpose of administering the provisions of this chapter.~~ Upon the expiration of the appropriate time period as outlined above, the county zoning official, officers of the county sheriff's office, or designated agent of the county zoning official shall cause the vehicle to be towed and stored by a private enterprise.

(2) ~~If said motor vehicle(s) is valued more than one hundred dollars ($100.00), the colored tag shall so state and serve as the only legal notice that if said motor vehicle is not removed within the time period required that it will be removed to a designated place to be sold.~~ Within ten (10) days following the towing of the vehicle, the proprietor, owner, or operator of any towing company, storage facility, garage, or repair shop must provide to the county zoning official, officers of the county sheriff's office, or designated agent of the county zoning official a list describing the vehicles remaining in the possession of the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop. A person who fails to provide the county zoning official, officers of the county sheriff's office, or designated agent of the zoning official with this list forfeits recovery of any storage fees that have accrued from the date of towing until the day after the mailing of the notification to the owner and all lienholders of record by certified or registered mail, return receipt requested, pursuant to S.C. Code 1976, § 29-15-10.

(3) Within ten (10) days of receipt of this list, the county zoning official, officers of the county sheriff's office, or designated agent of the zoning official will provide to the towing company or storage facility the current owner's name, address, and a record of all lienholders along with the make, model, and identification number or a description of the vehicle at no cost to the proprietor, owner, or operator of the towing company, storage

facility, garage, or repair shop. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop having towed or received the vehicle must notify by registered or certified mail, return receipt requested, the last known registered owner and all lienholders of record that the vehicle has been taken into custody and provide a summary of any fees owed for the towing and storage of the vehicle.

(4) The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop that has towed and stored a vehicle has a lien against the vehicle and may have the vehicle sold at public auction pursuant to S.C. Code 1976, § 29-15-10. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop may hold the license tag of any vehicle until all towing and storage costs have been paid, or if the vehicle is not reclaimed, until it is declared abandoned and sold. Storage costs may be charged that have accrued before the notification of the owner and lienholder, by certified or registered mail, of the location of the vehicle. Notification to the owner and lienholder by the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must occur within five (5) days after receiving the owner's and lienholders' identities from the appropriate law enforcement agency. If the notice is not mailed within this period, storage costs after the five-day period must not be charged until the notice is mailed. If the vehicle is not reclaimed within thirty (30) days after the day the notice is mailed, return receipt requested, the vehicle is considered abandoned and may be sold by the magistrate pursuant to the procedures set forth in S.C. Code 1976, § 29-15-10.

(5) If the identity of the last registered owner cannot be determined, or if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must provide notice by one (1) publication in one (1) newspaper of general circulation in the Lancaster County area which is sufficient to meet all requirements of notice pursuant to this article. The notice by publication may contain multiple listings of abandoned vehicles.

(6) Before a vehicle is sold, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must apply to the appropriate titling facility including, but not limited to, the South Carolina Department of Motor Vehicles or the South Carolina Department of Natural Resources for the name and address of any owner or lienholder. For non-titled vehicles, where the owner's name is known, a search must be conducted through the Secretary of State's office to determine any lienholders. The application must be on prescribed forms as required by the appropriate titling facility or the Secretary of State. If the vehicle has an out-of-state registration, an application must be made to that state's appropriate titling facility. When the vehicle is not titled in this state and does not have a registration from another state, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop may apply to an officer of the sheriff's office for determination of the state where the vehicle is registered. The sheriff's office shall conduct a records search. This search must include, but is not limited to, a search on the National Crime Information Center and any other appropriate search that may be conducted with the vehicle's identification number. The sheriff's office must

supply, at no cost to the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop, the name of the state in which the vehicle is titled.

(7) After the vehicle is in the possession of the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop, the owner of the vehicle as demonstrated by providing a certificate of registration has one (1) opportunity to remove from the vehicle any personal property not attached to the vehicle. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must release any personal property that does not belong to the owner of the vehicle to the owner of the personal property.

(8) If an abandoned vehicle has not been reclaimed as provided for in S.C. Code 1976, § 56-5-5630, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop may have the abandoned vehicle sold at a public auction pursuant to the provisions set forth in S.C. Code 1976, § 29-15-10. The purchaser of the vehicle shall take title to it free and clear of all liens and claims of ownership, shall receive a magistrate's order of sale, and is entitled to register the purchased vehicle and receive a certificate of title. The order of sale given at the sale must be sufficient title for purposes of transferring the vehicle to a demolisher for demolition, wrecking, or dismantling, and in this case no further titling of the vehicle is necessary. The expenses of the auction, the costs of towing, preserving, and storing the vehicle which resulted from placing the vehicle in custody, and all notice and publication costs incurred pursuant to the provisions of S.C. Code 1976, § 29-15-10, must be reimbursed up to the amount of the auction sale price from the sale proceeds of the vehicle. Any remainder of the sale proceeds must be held for the owner of the vehicle or entitled lienholder for ninety (90) days. The magistrate must notify the owner and all lienholders by certified or registered mail, return receipt requested, that the vehicle owner or lienholder has ninety (90) days to claim the proceeds from the sale of the vehicle. If the vehicle proceeds are not collected within ninety (90) days from the day after the notice to the owner and all lienholders is mailed, then the vehicle proceeds must be deposited in the general fund of the county.

~~a. Once the motor vehicle is removed, the building official, agent or sheriff's department officer shall notify in writing, by registered or certified mail, return receipt requested, any lien holder of record or person in whose name the motor vehicle was last registered at the last address reflected in the South Carolina highway department records, that the motor vehicle(s) is being held, designating the place or location where being held, and that if not redeemed within thirty (30) days from the date of the notice by paying all costs of removal and storage, it shall be disposed of for recycling purposes or for such other purposes as the county may deem advisable to insure the highest possible return from the sale or disposal of. Any and all proceeds shall be placed in a fund escrow established for the purpose of administering this chapter.~~

~~b. If the value of the motor vehicle is determined to be more than one hundred dollars ($100.00) and the owner cannot be determined or if registration contains no address of the owner, or if impossible to determine with reasonable certainty the~~

~~identification and address of any lien holders, notice by one (1) publication in a newspaper of general circulation in the area where the motor vehicle was located shall be sufficient to meet all requirements of notice pursuant to this article. The notice of publication may contain multiple listings of motor vehicles. Twenty (20) days after the publication date of the advertised notice, vehicle(s) may be sold or disposed of in a manner to retain highest possible return. Any and all proceeds from sale or disposal shall be placed in a fund escrow established for the primary purpose of administering this article.~~

~~c. Notices sent out by mail or any newspaper notice published shall contain the following if obtainable: year, make, model and said serial number of the abandoned or derelict motor vehicles.~~

~~d. All officers referred to in this article may appraise or determine the value of abandoned or derelict vehicle for the purpose of this article.~~

(Ord. No. 284, 6-24-96)

Sec. 21-6. - Right of entry upon public and private property to enforce chapter.

The county ~~building and~~ zoning official, his designated agent or representative, and officers of the county sheriff's ~~department~~ office, are hereby expressly authorized to enter upon public or private property for the purpose of enforcing the provisions of this chapter. It shall be unlawful for any person to interfere with, hinder or refuse to allow the designated officer to enter upon private property for the purpose of enforcing the provisions of this chapter. None of the designated officers, persons or firms contracted for the removal of or disposal of any such motor vehicle shall be held criminally or civilly liable in any way arising out of or caused by carrying out or enforcing any provision of this chapter unless such parties are guilty of willfulness, wantonness or recklessness. In removing the abandoned or derelict motor vehicles, the enforcing parties or agent will do so without willfully harming or damaging the property on which said abandoned or derelict motor vehicle is situated.

(Ord. No. 284, 6-24-96)

Sec. 21-7. - Tampering with, removing or destroying ~~color~~ colored tags.

It shall be unlawful for any person to tamper with, remove or destroy any colored tag placed upon any motor vehicle not in compliance with this chapter. Any person found guilty of this provision shall, upon conviction, be subject to a fine not to exceed five hundred dollars ($500.00) ~~one hundred dollars ($100.00) nor less than fifty dollars ($50.00)~~.

(Ord. No. 284, 6-24-96)

Sec. 21-8. - Failure to comply: misdemeanor.

Any person who fails, neglects or refuses to comply with this chapter, or to abate such nuisance in accordance with the notice issued pursuant to the provisions of sections 21-4 and 21-5 shall be guilty of a misdemeanor, and upon conviction, shall be fined not more than five hundred dollars ($500.00), and shall pay all costs of having such abandoned vehicle removed, stored, and sold as provided in this chapter.

(Ord. No. 284, 6-24-96)

Sec. 21-9. - Penalty.

Any person(s) violating the provisions of this ~~article~~ chapter shall be punishable by a fine and/or imprisonment as provided for in section 1-10 of the Lancaster County Code of Ordinances and shall pay all cost of vehicle removal, storage, and disposal to the extent such cost has not been recovered by the county at the time of conviction and/or imprisonment not to exceed thirty (30) days. Each separate day of violation constitutes a separate offense.

(Ord. No. 284, 6-24-96; Ord. No. 846, 9-10-07)

Sec. 21-10. - Definition.

For the purpose of this chapter:

Motor vehicle means any device by which a person or property may be transported or drawn upon a highway by mechanical means.

Abandoned vehicle means a motor vehicle that is inoperable or left unattended upon public streets or thoroughfares within the county for a period in excess of forty-eight (48) hours, or a motor vehicle that has remained on private or public property (lots) for a period in excess of seven (7) days unless said vehicle(s) located in private property is located in such a manner as not to be visible from any road, street, thoroughfare, or nearby occupied residence and situated a minimum of one hundred (100) feet back of any street or road right-of-way and maintained free of any unsafe, unsanitary, or unsightly conditions.

Derelict vehicle means a motor vehicle:

(1) Whose certificate of registration has expired and the registration and legal owner no longer resides at the address listed on the last certificate of registration on record; or

(2) Whose major parts have been removed so as to render the motor vehicle inoperable and incapable of being moved under its own power; or

(3) Manufacturer serial plates, motor vehicle identification numbers, license number plates and/or any other means of identification have been removed so as to nullify efforts to locate or identify the registered and legal owner; or

(4) Whose registered and legal owner of record disclaims ownership or releases his rights thereto; or

(5) Which is more than seven (7) years old and does not bear a current license plate and incapable of being moved under its own power.

~~(6) *Colored tag* means any type of notice affixed to an abandoned or derelict motor vehicle advising the owner or person in possession of that it has been declared abandoned or derelict motor vehicle and will be treated as such.~~

Colored tag means any type of notice affixed to an abandoned or derelict motor vehicle advising the owner or person in possession of that it has been declared abandoned or derelict motor vehicle and will be treated as such.

(Ord. No. 284, 6-24-96)

Sec. 21-11. - Duties; regulations.

The county is vested with the power and is charged with duties of administering the provisions of this chapter. The county may adopt such rules and regulations as may be necessary to carry out the provisions of this chapter.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 14, 2021
Second Reading: June 28, 2021
Public Hearing: June 28, 2021
Third Reading: July 19, 2021

Approved as to form:

_____
John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1743 / Planning Case Number: RZ-2020-3013
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Institutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001 within the Town of Van Wyck.

Points to Consider:
The applicant has requested to rezone two parcels of land totaling 9.9 acres, each adjacent to the existing church located at 1519 Steel Hill Road, to accommodate future growth of the church. The rezoning request consists of two applications, RZ-2020-3001 (Town of Van Wyck) and RZ-2020-3013 (LC). Only RZ-2020-3013 requires action by the Lancaster County Planning Commission.
The Van Wyck Planning Commission held a public hearing on RZ-2020-3013 on May 25, 2021. They voted to continue the item to the June 22, 2021 PC meeting.

Funding and Liability Factors:
NA

Council Options:
Approve or deny request to rezone.

Recommendation:
Planning Commission recommended approval by a vote of 3-1 at the May 18, 2021 meeting.

Staff recommends approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1743	6/2/2021	Ordinance
Staff Report	5/14/2021	Exhibit
Lan Co Application	5/11/2021	Exhibit
Boundary Survey	5/11/2021	Exhibit
Van Wyck Application	5/11/2021	Exhibit
Trinity Location Map	5/3/2021	Exhibit
Van Wyck Draft FLU	5/11/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1743 (Planning Department Case Number: RZ-2020-3013)	5/21/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1743

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A ONE ACRE TRACT OF PROPERTY (TMS# 0025-00-034.13), LOCATED ON THE EAST SIDE OF STEEL HILL ROAD, ADJACENT TO TRINITY BAPTIST CHURCH AT 1519 STEEL HILL ROAD, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Trinity Baptist Church, applied to rezone a 1 acre, more or less, parcel of property located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road, Lancaster, South Carolina (TMS # 0025-00-034.13) from RN, Rural Neighborhood District, to INS, Institutional District.

(b) On May 18, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 3-1 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Rural Living, which corresponds to the Community Type of Rural Living. The Lancaster County Comprehensive Plan states that the Rural Living Community Type *includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.*

The Rural Living Future Land Use Category is the dominant future land use category in Lancaster County. The requested INS district is consistent with the Rural Living Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood District, to INS, Institutional District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0025-00-034.13

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 14, 2021
Public Hearing: June 14, 2021
Second Reading: June 28, 2021
Third Reading: July 19, 2021

Approved as to form:

_____
John DuBose, County Attorney

+PROPOSAL:	Request to rezone approximately 9.9 acres of property (TM# 0025-00-034.13 and 0025-00-034.14)
PROPERTY LOCATION:	Two parcels located north, east and south of Trinity Baptist Church, located at 1519 Steel Hill Road
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN)
PROPOSED ZONING DISTRICT:	Institutional (INS) District (RZ-2020-3001; Van Wyck) Institutional (INS) District (RZ-2020-3013; Lancaster County)
APPLICANT:	Trinity Baptist Church
COUNCIL DISTRICT:	District 1, Terry Graham

OVERVIEW:

Proposal

The applicant has requested to rezone two parcels of land totaling 9.9 acres, each adjacent to the existing church located at 1519 Steel Hill Road, to accommodate future growth of the church. The rezoning request consists of two applications, RZ-2020-3001 and RZ-2020-3013. Only RZ-2020-3013 requires action by the Lancaster County Planning Commission. The requests are summarized below:

1) RZ-2020-3001: Request to rezone approximately 8.9 acres of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Institutional (INS) within the Town of Van Wyck.

2) RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Institutional (INS) within unincorporated Lancaster County.

Site Information

The applicant, Trinity Baptist Church, owns three parcels of land. One parcel is improved with the existing church facility while the other two parcels (subject of the proposed rezoning applications) are both vacant. The parcel with the church is located in unincorporated Lancaster County as is the one-acre parcel. The 8.9-acre parcel is located within the Town of Van Wyck.

Staff has recommended that the applicant annex the two parcels in unincorporated Lancaster County into the Town of Van Wyck. While the existing zoning districts and the proposed zoning districts are the same, future development on the parcels is likely to be challenging for Lancaster County staff and County Council, Van Wyck staff and Town Council, as well as the applicant, due to the split jurisdictions.

Currently, Lancaster County staff is responsible for administering the UDO on behalf of, and in coordination with, the Town of Van Wyck, who has adopted the County UDO and future amendments by

reference. The Town of Van Wyck Planning Commission reviews applications provided by staff in order to make a recommendation to Town Council, who ultimately determines whether to approve or deny requests. However, the Town of Van Wyck anticipates the adoption of their first Comprehensive Plan in July, 2021. They will adopt their own UDO in the future as well.

Most development projects involving multiple parcels result in combining parcels, or at least some combination when the project is known. In this situation involving three parcels within two different jurisdictions, one parcel will eventually be subject to the Town of Van Wyck Comprehensive Plan and UDO, while the other two will be subject to the Lancaster County Comprehensive Plan and UDO. This will not allow for a coordinated and efficient development process. As an example, structures cannot be placed over parcel lines and some UDOs do not permit parking lots as a principle use, which could be a limiting factor.

Despite the challenges outlined above, staff recommends the request to rezone both parcels to Institutional.

Summary of Adjacent Zoning and Uses
The properties are surrounded by RN zoned properties with the exception of Trinity Baptist Church, which is zoned INS.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Van Wyck	RN	Single-Family Residential
South	Van Wyck	RN	Vacant/Wooded
East	Van Wyck	RN	Vacant/Wooded
West	Van Wyck	RN	Single-Family Residential; Vacant

ANALYSIS & FINDINGS:

Zoning Districts
As previously noted, the subject properties are currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

Request to Rezone to INS
The INS District is *intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

Compatibility with Surrounding Area
As noted previously, the subject properties are surrounded by the RN and INS Districts. The INS District is intended to allow for academic and religious campuses, governmental and health facilities. Currently, this

area can be characterized by single-family homes on lots of varying sizes as well as vacant parcels. Staff finds that the proposed rezoning of each property to INS District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Rural Living, which corresponds to the Community Type of Rural Living. The Lancaster County Comprehensive Plan states that the Rural Living Community Type *includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations*. The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Rural Living Future Land Use Category is the dominant future land use category in Lancaster County. The requested INS district is consistent with the Rural Living Future Land Use category.

Future Land Use Category Rural Living: Land Use Considerations		
Cultivated Farmland	Woodlands/Timber Harvesting	Livestock/Arable
Natural Area	Single-Family Detached Home	Smaller-lot Single-Family and Townhomes
Mobile Home	Barns/Storage	Light Industrial (Ancillary to Farming)
Church	Gas Station	Convenience Store/Hardware Store/Restaurant

The requested zoning district of Institutional is consistent with the Future Land Use Map for Lancaster County. However, the Town of Van Wyck's first Comprehensive Plan and Future Land Use Map is anticipated to be adopted by the Van Wyck Town Council in July, 2021. According to the draft Comprehensive Plan, the 8.9-acre parcel (within the Town of Van Wyck) is proposed to have the future land use designation of Rural Conservation, while the existing church and one-acre parcel (within Lancaster County) are proposed to be designated Institutional (*see Van Wyck DRAFT Future Land Use Map*). The future land use designation of the subject parcels would differ in addition to UDO requirements and jurisdiction procedures.

INFRASTRUCTURE CONSIDERATIONS

Transportation

The subject parcels are located approximately 0.4 miles north of the intersection of Van Wyck and Steel Hill Roads. No Transportation Impact Analysis (TIA) is required for this rezoning request.

Traffic volumes on Steel Hill Road are shown below:

Street	**Vehicles Per Day**		
	2019	**2016**	**2013**
Steel Hill Road	1,250	350	275
Source: SCDOT Traffic Counts 2009-2019			

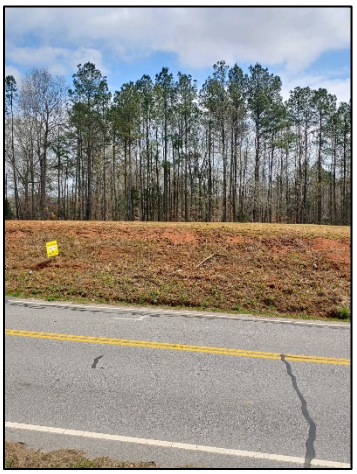
Public Utilities
Water is available to this site through LCWSD. The site would require a septic system with permits from SCDHEC.

Public Schools
The subject properties are in the attendance zones of Van Wyck Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

PHOTOS OF PROJECT AREA:



Looking directly at subject property from Steel Hill Road



Looking directly at subject property from Steel Hill Road



Looking north along Steel Hill Road



Looking south along Steel Hill Road

STAFF RECOMMENDATION:

The Lancaster County Planning Commission is only taking action on RZ-2020-3013 (TM # 0025-00-034.13).

Staff recommends **approval** of the requests to rezone TM # 0025-00-034.13 and 0025-00-034.14.

Pursuant to the following findings of fact for RZ-2020-3001 and RZ-2020-3013:

1. That the request consists of the following parcels: TM # 0025-00-034.13 and 0025-00-034.14;
2. That the subject parcels are located within two different jurisdictions, Van Wyck and unincorporated Lancaster County;
3. That the subject parcels are currently zoned RN District and proposed to be rezoned to INS District;
4. That the subject parcels currently have a Future Land Use designation of Rural Living, and a Community Type of Rural Living according to the Lancaster County Future Land Use Map; and
5. That the proposed INS District is generally consistent with the surrounding area which is comprised of RN and INS Districts.

ATTACHMENTS:

1. Rezoning Applications – Lancaster County and Van Wyck
2. Location Map/ Zoning Map
3. Van Wyck Draft Future Land Use Map

STAFF CONTACT:

Katie See, AICP, Senior Planner
ksee@lancastersc.net | 803-416-9395

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address (none assigned) adjacent to 1519 Steel Hill Road
City VAN WYCK State SC Zip 29744 Tax Parcel ID 025-00-034.13
Current Zoning RN Current Use vacant
Proposed Zoning INS Total Acres 1.0
Project Description Trinity Baptist Church seeks to rezone this tract from RN to INS to match the adjoining Church main campus to allow future growth of the Church.

Surrounding Property Description NORTH: TBC +/- 5.0 ac zoned INS; WEST: Steel Hill Road; SOUTH: Richard Ashley +/- 1.68 ac zoned RN; EAST: TBC +/- 8.905 ac zoned RN

CONTACT INFORMATION

Applicant Name DR. RICKY D. LOVE, SR. PASTOR
Address 1519 Steel Hill Road
City VAN WYCK State SC Zip 29744 Phone 803/313-9357
Fax _____ Email vanessalavey@comporium.net
Property Owner Name TRINITY BAPTIST CHURCH OF VAN WYCK, INC.
Address 1519 Steel Hill Road
City VAN WYCK State SC Zip 29744 Phone 803/313-9357
Fax _____ Email vanessalavey@comporium.com

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Dr. Ring D. Coyle (Pastor) — Applicant — 12/1/2020 — Date

Trinity Baptist Church of Vaxwyck, Inc — Property Owner(s) — 12/1/2020 — Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $325.00
- Rezoning Application Fee – multi parcel $500.00

2. **Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.96	S82°45'41"E
L2	127.41	S82°45'41"E
L3	199.44	N80°04'55"E
L4	148.82	S34°06'00"W
L5	209.01	S85°55'52"E
L6	86.84	N88°44'33"E
L7	253.88	S39°36'08"E
L8	256.84	N59°57'05"E
L9	111.33	S27°36'17"E
L10	51.33	N50°51'57"E
L11	64.92	S20°40'53"E
L12	19.64	S28°47'55"W
L13	6.46	N47°49'34"W
L14	90.87	N35°30'42"W
L15	151.59	N48°47'19"W
L16	248.85	N36°23'05"W
L17	120.49	N11°51'24"W
L18	105.71	N23°58'10"W
L19	101.55	N07°05'05"E
L20	60.89	S02°43'19"E
L21	141.83	N39°00'25"W
L22	86.22	N26°08'38"W
L23	36.77	N13°47'06"W
L25	38.79	N15°57'29"W
L26	66.21	N59°00'53"W
L27	35.49	S14°18'57"W
L29	16.80	N71°40'37"W
L31	38.18	N72°34'21"W
L32	90.87	N78°44'13"W
L33	53.35	N60°41'13"W
L34	39.97	S86°58'16"W
L35	177.70	S82°56'11"E
L36	48.35	N62°37'28"W
L37	23.28	N70°39'17"W
L39	50.72	N56°57'56"W
L40	21.13	N53°03'55"W
L41	142.52	S54°09'35"E
L42	255.39	N35°47'13"E
L43	247.82	S58°21'22"E
L44	141.32	S58°13'46"E
L45	110.55	S38°38'25"W
L46	152.39	S57°43'33"W
L47	125.41	N83°02'41"W
L48	277.11	S46°30'23"W
L49	195.63	N54°30'39"W

PROPERTY OWNERS

1.
BEN MASSEY
DEED BOOK N/A PAGE N/A
PLAT N/A

2.
TRINITY BAPTIST CHURCH OF VAN WYCK INC.
DEED BOOK 788 PAGE 342
PLAT 2013-746 A&B
AREA= 5.020 AC.
TAX ID# 0025-00-034.03

3.
TRINITY BAPTIST CHURCH OF VAN WYCK INC.
DEED BOOK 1106 PAGE 176
PLAT 2017- 854
AREA= 1.000 AC.
TAX ID# 0025-00-034.13

4.
RICHARD A. ASHLEY
AREA= 1.687 AC.
DEED BOOK 498 PAGE 300
PLAT 2001-390 (TRACT B)
REMAINING PORTION OF
TAX ID# 0025-00-034.08

5.
RICHARD A. ASHLEY
DEED BOOK C-6 PAGE 3183
PLAT 2809
REMAINING PORTION OF
TAX ID# 0025-00-034.01

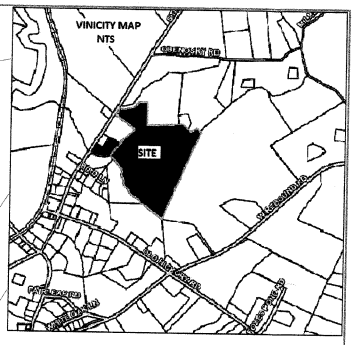
6
TRINITY BAPTIST CHURCH OF VAN WYCK INC.
TRACT 2 1.338 AC.

7
TRINITY BAPTIST CHURCH OF VAN WYCK INC.
TRACT 1 AREA= 7.507 AC

TRACTS 6 & 7 ARE TO BE DEEDED TO TRINITY BAPTIST CHURCH OF VAN WYCK, INC. FROM RICHARD A. ASHLEY.

HATCHED AREA IS PROPERTY THAT TRINITY BAPTIST CHURCH OF VAN WYCK OWNES.

VINICITY MAP
NTS



ERIC J. & ASHLEY R. DADE
DEED BOOK 1231 PAGE 132
PLAT 2001-246
TAX ID# 0025-00-034.05

FERREL L. & ROSA WALL SANSBURY
821 OBENOSKY ROAD
DEED BOOK 117 PAGE 201
PLAT 2001-625,2001-473,2001-264 & 265
TAX ID# 0025-00-034.09 & 34.07

RICHARD A. ASHLEY
HAS A TOTAL OF
52.514 AC. LEFT BETWEEN
TAX ID# 0025-00-034.01 & 34.08

ASHE BRICK CO.
DEED BOOK D-6 PAGE 3298
PLAT N/A
TAX ID# 0025-00-020.06

JOSEPH C. CLAKK, Jr. & LAURAL L. CLARK
DEED BOOK 949 PAGE 96
PLAT 2015-617
TAX ID 0025-00-027.00

RICHARD A. ASHLEY
DEED BOOK 977 PAGE 341
PLATS 5895, 2001-264, 2001-1005, 99-024
TAX ID 0025-00-034.00

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESTRICTIVE COVENANTS OF RECORD

A PROTION OF THIS PROPERTY DOES LIE WITHIN A 100 YEAR FLOOD AREA
FEMA MAP # 45057C0130D
PANEL 130 OF 550 ZONE "A"
EFFECTIVE DATE JUNE 16, 2011

NOTE: This lot does not have any encroachments or projections other than as shown on this plat.

"I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein."

DRAWN BY: JCC	DATE: 04/24/2019
CHECKED BY: JCC	TAX ID PARCEL 0025-00-034.01
JOB NO.: 18-02-9	SHEET 1 OF 1

APPROVED FOR RECORDING
Ashley Davis 5/29/2019
Planning Official Date
This plat must be recorded by the following date: 7/29/2019

2019009109
PLAT LARGE
RECORDING FEES $20.00
PRESENTED & RECORDED:
06-27-2019 01:51 PM
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CHARLIE PHILLIPS DEPUTY
BK:PLAT 2019
PG:342-342

Plat Of Property Of
Richard A. Ashley
Located At
1519 Steele Hill Road
Van Wyck Community
9 Miles North Of
Lancaster, South Carolina
Lancaster County
Scale 1" = 200' Date 03/08/2018

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

Survey By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina
1-803-283-9818
IseleySurveying@gmail.com

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address (none assigned) adjacent to 1519 Steel Hill Road
City VAN WYCK State SC Zip 29744 Tax Parcel ID 025-00-034.14
Current Zoning RN Current Use
Proposed Zoning INS Total Acres +/- 8.905
Project Description Trinity Baptist Church seeks to rezone this tract from RN to INS to match the adjoining Church main campus to allow future growth of the Church.

Surrounding Property Description NORTH: DREW S. MOORMAN +/- 16.33 ac zoned RN; SOUTH: TBC +/- 5.02 ac zoned INS; EAST: Richard Ashley +/- 121.19 ac zoned RN; WEST: Steel Hill Road

CONTACT INFORMATION

Applicant Name DR. RICKY D. COX, SENIOR PASTOR
Address 1519 Steel Hill Road
City VAN WYCK State SC Zip 29744 Phone 803/313-9357
Fax Email vanessalaney@comporium.net
Property Owner Name TRINITY BAPTIST CHURCH OF VAN WYCK, INC
Address 1519 Steel Hill Road
City Van Wyck State SC Zip 29744 Phone 803/313-9357
Fax Email vanessalaney@comporium.net

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Dr. Ricky D. Cope (Pastor) 12/1/2020

Applicant Date

Trinity Baptist Church of Van Wyck, INC. 12/1/2020

Property Owner(s) Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

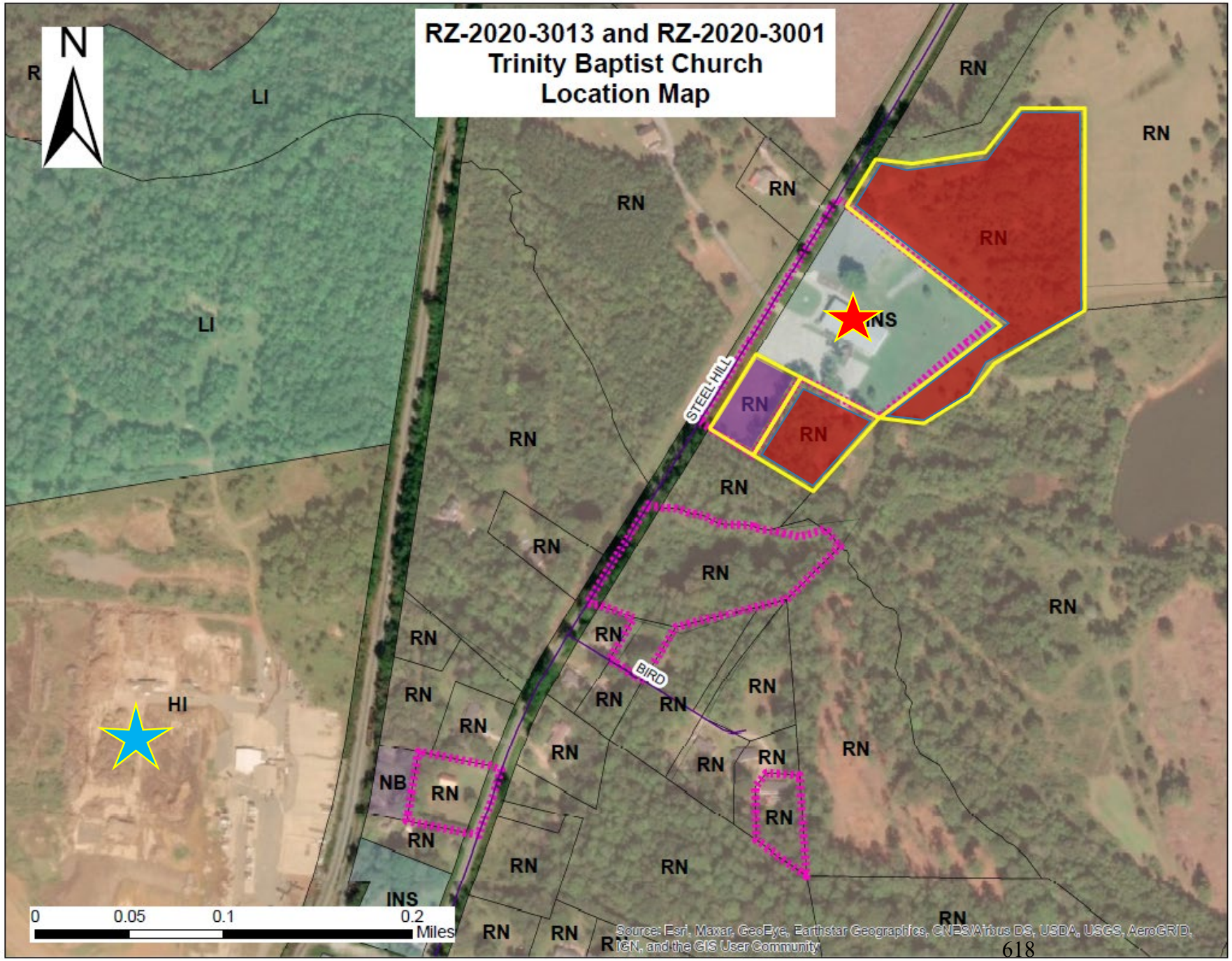
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $325.00
- Rezoning Application Fee – multi parcel $500.00

2. **Planning Commission**

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

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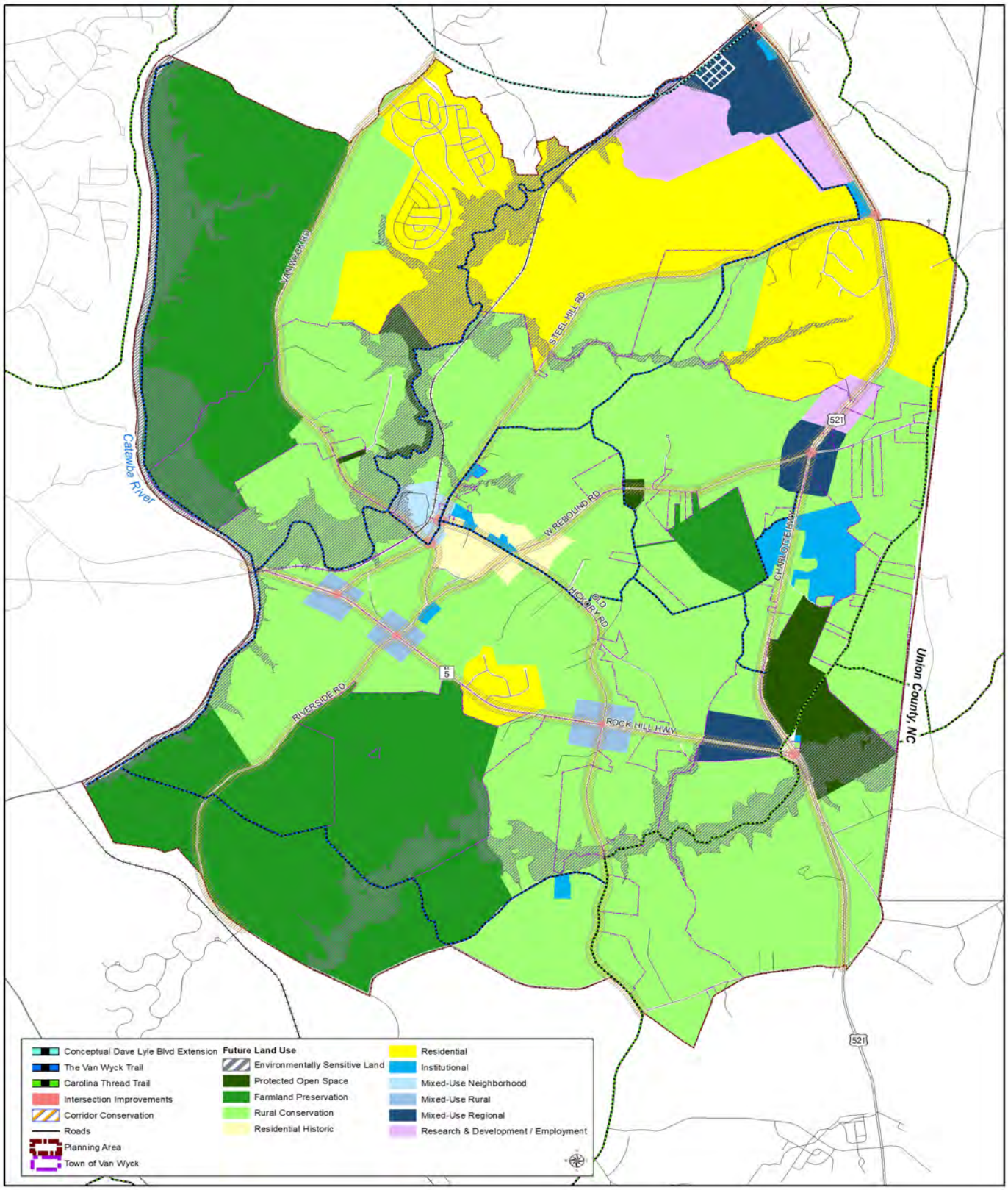


Lancaster County
South Carolina

Legend:

- Subject Properties
- RZ-2020-3013: County Jurisdiction
- RZ-2020-3001: Van Wyck Jurisdiction
- Parcels NOT incorporated into Van Wyck
- Trinity Baptist Church
- Van Wyck Brickyard

Figure 3.2 Future Land Use Plan



The Lancaster News

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #s [illegible]) for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-[illegible]) please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

[illegible] for the 2002 Acura
She did get a recall no-
the airbag in the Honda.
an airbag explosion that
could kill or injure an oc-
are at a far higher risk for
received any notice about

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 25, 2021.

Benita G Smith
Notary Public of South Carolina

My Commission Expires
January 13, 2031

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (CB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Junnat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 P.M. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

al Notice was published in The Lancaster
, 2021.

Benita G Smith
Notary Public of South Carolina

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

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The ILHS jayvees posted 11 shutouts, led by the solid play of keeper Sofia Ramirez who played against a lot of ninth- and 10th-graders."

The Junior Lady War-

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 28, 2021.

Benita G Gunter

Notary Public of South Carolina

My Commission Expires
January 13, 2031

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PO Box 640
Lancaster, SC 29721
803-283-1133

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1745 / Planning Case Number: RZ-2021-0747
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB).

Points to Consider:
Proposal
The applicant has requested to rezone a parcel 5.3 acres in size. The intent is to construct medical offices on the parcel.
Background
This parcel was originally contemplated as a part of the large Mixed-Use rezoning performed by the County in August, 2020 (RZ-020-1614). At that time the owner of the property requested to be removed from the rezoning and to maintain the zoning of MX on this parcel. At that time, Planning staff recommended that this parcel be zoned Regional Business (RB) to be consistent with other properties within the Edgewater Corporate Park. This parcel is currently non-conforming as it does not meet the required minimum acreage of the MX district (25 acres).
This parcel is subject to the original preliminary plat for the Edgewater Corporate Park approved November, 2005. In order to develop using current Regional Business (RB) setbacks the applicant will need to amend the original preliminary plat in the future, otherwise any development will be held to the original approved setbacks.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning request.

Recommendation:
Staff recommends approval of the request to rezone 5.3 acres (TM # 0008-00-026.03) from Mixed-Use (MX) District to Regional Business (RB) District.

Planning Commission recommended approval by a vote of 4-0.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1745	6/4/2021	Ordinance
Planning Staff Report	5/11/2021	Planning Staff Report
Exhibit 1: Application	5/11/2021	Exhibit
Exhibit 2: Zoning Map	5/4/2021	Exhibit
Supporting Documents	5/11/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1745 (Planning Department Case Number: RZ-2021-0747)	5/21/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1745

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 5.3 ACRE TRACT OF PROPERTY (TMS# 0008-00-026.03), LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF EDGEWATER CORPORATE PARKWAY AND POSSUM HOLLOW ROAD, LANCASTER, SOUTH CAROLINA, FROM MX, MIXED-USE DISTRICT, TO RB, REGIONAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) 1415, LLC, applied to rezone a 5.3 acre, more or less, parcel of property located on the northeast corner of the intersection of Edgewater Corporate Parkway and Possum Hollow Road, Lancaster, South Carolina (TMS # 0008-00-026.03) from MX, Mixed-Use District, to RB, Regional Business District.

(b) On May 18, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *"is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development."*

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested RB District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MX, Mixed-Use District, to RB, Regional Business District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0008-00-026.03 (5.3 acre, more or less, portion thereof)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 14, 2021
Public Hearing: June 14, 2021
Second Reading: June 28, 2021
Third Reading: July 19, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone 5.3 acres of property
PROPERTY LOCATION:	Subject parcel is located on the northeast corner of the intersection of Edgewater Corporate Parkway and Possum Hollow Road (TM# 0008-00-026.03).
CURRENT ZONING DISTRICT:	Mixed-Use (MX) District
PROPOSED ZONING DISTRICT:	Regional Business (RB) District
APPLICANT:	1415, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 5.3 acres in size. The intent is to construct medical offices on the parcel.

Background

This parcel was originally contemplated as a part of the large Mixed-Use rezoning performed by the County in August, 2020 (RZ-020-1614). At that time the owner of the property requested to be removed from the rezoning and to maintain the zoning of MX on this parcel. At that time, Planning staff recommended that this parcel be zoned Regional Business (RB) to be consistent with other properties within the Edgewater Corporate Park. This parcel is currently non-conforming as it does not meet the required minimum acreage of the MX district (25 acres).

This parcel is subject to the original preliminary plat for the Edgewater Corporate Park approved November, 2005. In order to develop using current Regional Business (RB) setbacks the applicant will need to amend the original preliminary plat in the future, otherwise any development will be held to the original approved setbacks.

Site Information

The parcel proposed to be rezoned is currently vacant. Access will be provided via Edgewater Corporate Parkway.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by LDR, GB and RN zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	NB	City Electric Supply
South	Lancaster County	MX	The Flats Apartments
East	Lancaster County	RB	Vacant Parcel
West	Lancaster County	PB	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned MX. This district requires a minimum of 25 acres. Pursuant to UDO Chapter 2.3, the MX District *is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.*

Requested RB

UDO Chapter 2.3 describes the requested RB District as *generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.*

Compatibility with Surrounding Area

As noted previously, the subject property within the Edgewater Corporate Park which is predominately zoned RB. Other surrounding parcels are zoned for commercial use in the NB, PB, and MX Districts. This District is generally compatible with the surrounding zoning designations.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "*is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested RB District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Walkable Neighborhood: Land Use Considerations		
Church	Condominium/Apartment	Community Park / Pocket Park
Government Building	Natural Area	Neighborhood Commercial
Professional Office	Restaurant	School
Single-Family Attached Home (Townhome/Duplex)	Single-Family Detached Home	

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. The future plans for this parcel would likely create more than 50 peak hour trips to or from this location therefore a TIA would be required as part of their site plan submittal.

Public Utilities

Both public water and sewer are available in Edgewater Corporate Park.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:



Looking toward subject property and the intersection with Possum Hollow Road.



Looking directly across Edgewater Corporate Parkway.



Looking west along Edgewater Corporate Parkway.



Looking east along Edgewater Corporate Parkway.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 5.3 acres (TM # 0008-00-026.03) from Mixed-Use (MX) District to Regional Business (RB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0008-00-026.03;
2. That the subject property is currently zoned MX District and proposed to be rezoned RB District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed-Use, and a Community Type of Walkable Neighborhood; and
4. That the proposed RB District is generally consistent with the surrounding area which is comprised of RB, NB, MX, and PB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Ashley Davis, Planner
adavis@lancastersc.net | 803-416-9433

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address CHARLOTTE Hwy

City INMAN State SC Zip 29707 Tax Parcel ID 0508-00-026.03

Current Zoning MX Current Use VACANT

Proposed Zoning RB Total Acres 5.3

Project Description 5.3 ACRE SITE IN EDGEWATER.

Surrounding Property Description EDGEWATER CORPORATE PARK RB ZONING

CONTACT INFORMATION

Applicant Name 1415 LLC

Address PO Box 49247

City CHARLOTTE State NC Zip 28277 Phone 704-377-9592

Fax _____ Email CC@ROYAL-CO.COM

Property Owner Name RMB EDGEWATER LLC / MPV

Address 2400 S. BLVD STE 300

City CHARLOTTE State NC Zip 28203 Phone 704-561-5253

Fax _____ Email MBILODEAU@MPVRE.COM

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 County 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, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Applicant RnB Edgewater, LLC By: Merrifield Partners, LLC By: James E. Merrifield, Manager — 3-16-2021 Date

Property Owner(s) By: James E. Merrifield, Manager — 3-17-2021 Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

Witness: _____ 3-17-2021

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $435.00
- Rezoning Application Fee – multi parcel $610.00

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

Please accept this as Owner's authorization for Applicant (1415, LLC) to submit this Zoning Map Amendment Application for:

Charlotte Highway
Indian Land, SC 29707
Tax Parcel ID #: 0008-00-026.03
5.3 acre site in Edgewater Corporate Park

State of: North Carolina

County of: Mecklenburg

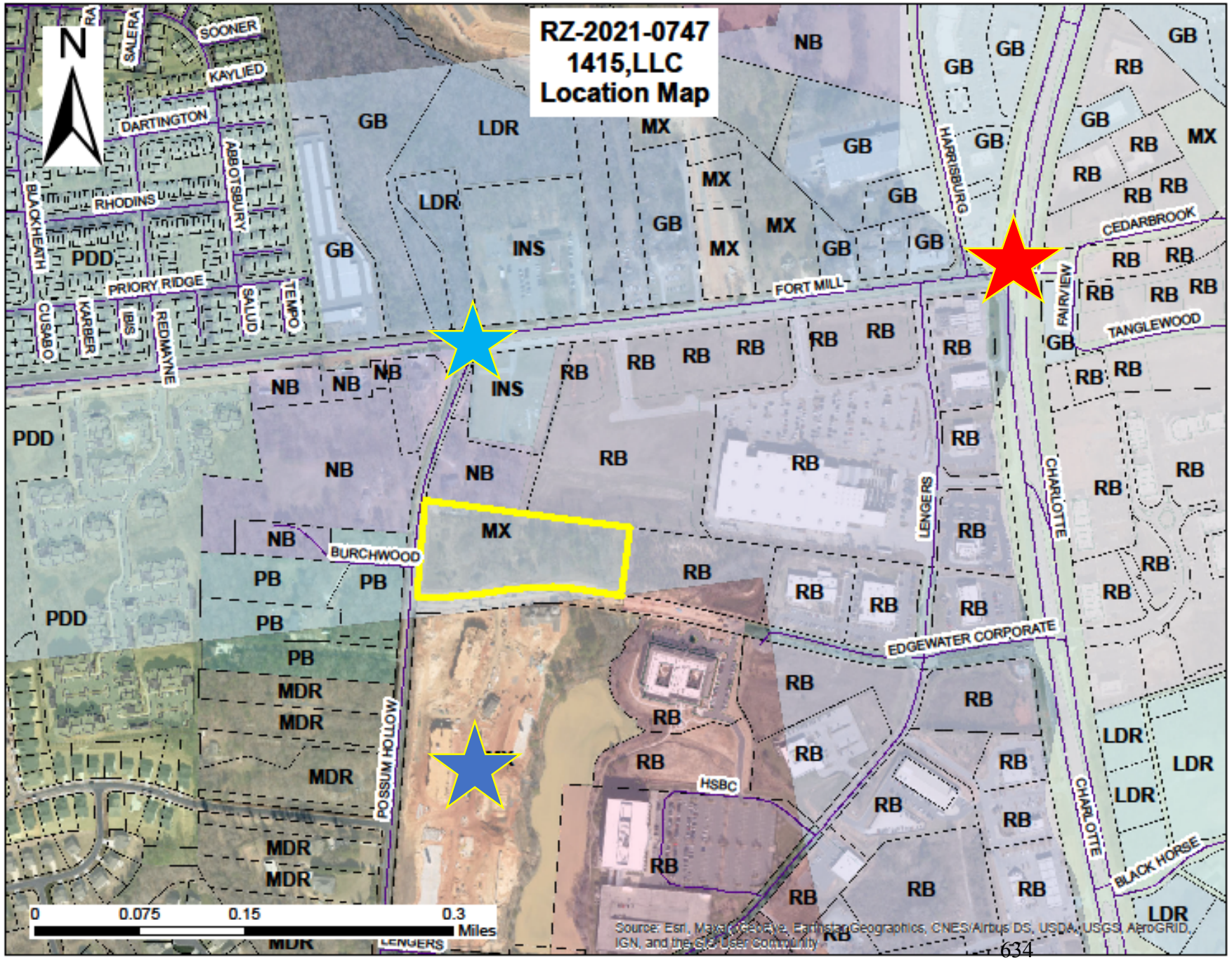
I, Kimberly B Young, the undersigned, a Notary Public of the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is Manager of Merrifield Partners, LLC, and that Merrifield Partners, LLC is the Manager of RMB Edgewater, LLC, a North Carolina limited liability company, and that as Manager, being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 17 day of March, 2021.

Kimberly B Young
Notary Public

My commission expires: 12/01/2023

Kimberly B Young
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires 12/01/2023



Lancaster County
South Carolina

Proposal:
Rezone property from MX to RB and amend the Preliminary Plat for Edgewater Corporate Park.

Legend:

- Subject Property
- The Flats (Apartment Complex)
- Intersection of Hwy 521 and Hwy 160.
- Intersection of Possum Hollow Road and Hwy 160

RECORDED THIS 7th DAY
OF OCTOBER, 2013
IN BOOK 2013 PAGE L-1
Cheryl S. Morgan
Auditor, Lancaster County, SC

Recording Requested By and
When Recorded Mail to:
Johnston Allison & Hord, P.A. (JAP)
PO Box 36469
Charlotte, NC 28236

Recording Time, Book & Page

SOUTH CAROLINA LIMITED (SPECIAL) WARRANTY DEED
[TITLE NOT EXAMINED]

COUNTY: Lancaster

TAX MAP NUMBER: p/o 0008-00-026.01
DATE: _____

Grantor	Grantee
LASALLE 115 HOLDINGS, LLC – SERIES 1, an Illinois limited liability company	**RMB EDGEWATER, LLC,** a North Carolina limited liability company
770 North Water Street Milwaukee, WI 53202	521 East Morehead Street, Suite 400 Charlotte, NC 28202

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of – See attached Affidavit of Value - paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged. ***SUBJECT TO*** the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, in fee simple (as to Fee Parcel One and Fee Parcel Two) and easement described in Exhibit A (as to Easement Parcel One, Easement Parcel Two and Easement Parcel Three), the real estate (the "Premises") described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

A plat of the subject property is recorded in Plat Book 2012 at Page 55.

Derivation: This being a portion of the property conveyed to Grantor by Deed of Dearborn Street Holdings, LLC – Series 16 M&I, an Illinois limited liability company dated June 3, 2013 and recorded June 7, 2013 in the Lancaster County Register of Deeds in Deed Book 734 at Page 327.

This conveyance is made ***SUBJECT TO***: Matters set forth on **Exhibit B** attached hereto and incorporated herein by reference.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's successors and assigns forever.

And, ***SUBJECT TO*** the matters set forth above, Grantor does hereby bind Grantor and Grantor's successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

LANCASTER COUNTY ASSESSOR
Tax Map:
0008 00 026 03

2013014810
DEED
RECORDING FEES $17.00
STATE TAX $3770.00
COUNTY TAX $1595.00
PRESENTED & RECORDED:
09-30-2013 01:10 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 757

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IN WITNESS WHEREOF, Grantor has caused this Limited (Special) Warranty Deed to be executed under seal this 25 day of September, 2013.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LASALLE 115 HOLDINGS, LLC SERIES 1, an Illinois limited liability company

By: _____ (SEAL)
~~Todd E. Becker~~, its Vice President
STEVEN J. HEDER

Witness #1 JASON E. KUWAYAMA

Witness #2 MATTHEW KOVACICH

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Acknowledgment for Entity Grantor

I, a Notary Public for WISCONSIN, do hereby certify that **LaSalle 115 Holdings, LLC – Series 1**, an Illinois limited liability company, Grantor, by ~~Todd E. Becker~~ Steven J. Heder, its: Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of September, 2013.

Carol Lee Hopkins
Notary Public for WISCONSIN

My Commission Expires:

April 6, 2014

NOTARY PUBLIC
CAROL LEE HOPKINS
STATE OF WISCONSIN

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EXHIBIT A

Legal Description of Premises
Deed from LaSalle 15 Holdings, LLC – Series 1
To
RMB Edgewater, LLC

PROPERTY DESCRIPTION

FEE PARCEL ONE (a/k/a TRACT 1A):

ALL that certain piece, parcel, lot or tract of land, situated, lying and being in Indian Land Township in the County of Lancaster, State of South Carolina, containing 20.864 acres, more or less, and being more particularly shown, described and designated as "**TRACT 1A**" on that certain plat entitled "REVISION PLAT OF EDGEWATER CORPORATE CENTER SUBDIVISION TRACT 1 AND TRACT 3 OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 14, 2012, and recorded on February 15, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Plat Book 2012, at Page 55. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

FEE PARCEL TWO (a/k/a TRACT 1B):

ALL that certain piece, parcel, lot or tract of land, situated, lying and being in Indian Land Township in the County of Lancaster, State of South Carolina, containing 13.670 acres, more or less, and being more particularly shown, described and designated as "**TRACT 1B**" on that certain plat entitled "REVISION PLAT OF EDGEWATER CORPORATE CENTER SUBDIVISION TRACT 1 AND TRACT 3 OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 14, 2012, and recorded on February 15, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Plat Book 2012, at Page 55. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

EASEMENT PARCEL ONE:

TOGETHER with that certain "**LENGERS EASEMENT**" and that certain "**QUEENSGATE EASEMENT**" created under, established by and more particularly set forth and described in that certain Grant of Easement Agreement by and among Queensgate Investment Partners, LLC, Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated November 18, 2004, and recorded on November 22, 2004, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 260 at Page 91, as affected, amended, modified and/or supplemented by that certain First Amendment of Grant of Easement Agreement dated September 17, 2008, and recorded on September 22, 2008, in said Office in Deed Book 485 at Page 221, and as further affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Grant of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 667 at Page 121, which said "**LENGERS**

EASEMENT" encumbers that certain piece, parcel, lot or tract of land being more particularly shown, described and designated as "**LENGERS EASEMENT AREA**" in the aforesaid instrument(s), and which said "**QUEENSGATE EASEMENT**" encumbers that certain piece, parcel, lot or tract of land being more particularly shown, described and designated as "**QUEENSGATE EASEMENT AREA**" in the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

ALSO

EASEMENT PARCEL TWO:

TOGETHER with that certain "**PRIVATE STREET EASEMENT**" created under, established by and more particularly set forth and described in that certain Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated June 30, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 288 at Page 300, as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated August 31, 2006, and recorded on September 7, 2006, in said Office in Deed Book 353 at Page 155, and as further as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center made as of September 22, 2009, and recorded on September 30, 2009, in said Office in Deed Book 534 at Page 54, and as further as affected, amended, modified and/or supplemented by that certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I,, dated April 18, 2012, and recorded on May 14, 2012, in said Office in Deed Book 667 at Page 107, which said "**PRIVATE STREET EASEMENT**" encumbers (i) that (those) certain portion(s) of "**HSBC Way**" and "**Lengers Way**" being more particularly shown, described and designated as "**PRIVATE STREET EASEMENT**" on Exhibit "C" attached to the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

ALSO

EASEMENT PARCEL THREE:

TOGETHER with that certain "**RING ROAD EASEMENT**" created under, established by and more particularly set forth and described in that certain Declaration of Easement by and among Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated June 15, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 289 at Page 82, as affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Declaration of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 667 at Page 112, which said "**RING ROAD EASEMENT**" encumbers that certain piece, parcel, lot or tract of land being more particularly shown, described and designated as "**RING ROAD EASEMENT AREA**" in the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

EXHIBIT B

Permitted Exceptions
Deed from LaSalle115 Holdings, LLC – Series 1
To
RMB Edgewater, LLC

EXCEPTIONS AS TO ALL PARCELS:

1. Taxes for the year 2013, which are a lien, but not yet due and payable, and taxes for subsequent years.

2. Easement and right of way granted to York Electric Cooperative, Inc. by instrument recorded in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book L-11 at Page 33.

3. Terms, conditions, restrictions, easements, lien for assessments and other obligations as set forth and provided in that certain Grant of Easement Agreement by and among Queensgate Investment Partners, LLC, Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated November 18, 2004, and recorded on November 22, 2004, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 260 at Page 91, as affected, amended, modified and/or supplemented by that certain First Amendment of Grant of Easement Agreement dated September 17, 2008, and recorded on September 22, 2008, in said Office in Deed Book 485 at Page 221, and as further affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Grant of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 667 at Page 121.

4. Terms, conditions, restrictions, easements, lien for assessments and other obligations as set forth and provided in that certain Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated June 30, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 288 at Page 300, as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated August 31, 2006, and recorded on September 7, 2006, in said Office in Deed Book 353 at Page 155, and as further as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center made as of September 22, 2009, and recorded on September 30, 2009, in said Office in Deed Book 534 at Page 54, and as further as affected, amended, modified and/or supplemented by that certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I,, dated April 18, 2012, and recorded on May 14, 2012, in said Office in Deed Book 667 at Page 107.

5. Terms, conditions, restrictions, easements, lien for assessments and other obligations as set forth and provided in that certain Declaration of Easement by and among Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated June 15, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 289 at Page 82, as affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Declaration of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 667 at Page 112.

6. Grant of Pipeline Easement to Lancaster County Water and Sewer District by instrument dated June 5, 2006, and recorded on June 6, 2006, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 338 at Page 94.

7. Grant of Pipeline Easement to Lancaster County Water and Sewer District by instrument dated June 5, 2006, and recorded on June 6, 2006, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 338 at Pages 98.

8. Right of Way Agreement by and between Hans L. Lengers VIII, LLC and Duke Energy Corporation, dated June 5, 2006, and recorded on October 13, 2006, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 359 at Page 194.

9. Agreement Respecting Development of Real Estate by and between Metro Acquisitions, LLC and SouthCross Development Group, LLC, dated December 1, 2004, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 289 at Page 50, as affected, amended, modified and/or supplemented by that certain Amendment to Agreement Respecting Development of Real Estate by and among Metro Acquisitions, LLC, Edgewater Park Partners, LLC and Southcross Development Group, LLC made effective September 22, 2009, and recorded on September 30, 2009, in said Office in Deed Book 534 at Page 48, and as further affected, amended, modified and/or supplemented by that certain Assignment of Developer's Rights Under

Agreement Respecting Development of Real Estate by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC – Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in said Office in Deed Book 667 at Page 117.

10. Title to and rights of others to use that portion of the parcel(s) lying within the bounds of any roads or highways/rights of way, including, South Carolina Highway S-29-157, known as Possum Hollow Road, and U.S. Hwy. 521.

11. Sanitary Sewer Easement Agreement by and between Edgewater Partners One. LLC and Hans L. Lengers VIII. LLC, dated August 31, 2006, and recorded on September 7, 2006, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 353 at Page 163.

12. Grant of Pipeline Easement to Lancaster County Water and Sewer District by instrument dated September 19, 2006, and recorded on October 5, 2006, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 358 at Page 88.

13. Rights of upper and lower riparian owners in and to the waters of any rivers, creeks, streams or branches crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;

14. Interests created by or limitations on the use imposed by the Federal Coastal Zone Management Act or other federal law or regulations, or by South Carolina Code Section 48-39-10 through 48-39-360, as amended, or any regulations promulgated pursuant to said state or federal laws.

15. Rights, if any, of the property owners abutting any lakes, ponds or other bodies of water on or adjacent to the property on the property, or others, in and to the waters of any lakes, ponds or other bodies of water on or adjacent to the property; also boating and fishing rights of the property owners abutting any lakes, ponds or other bodies of water on or adjacent to the property or the stream of water leading thereto or therefrom, or others.

16. Development and use restrictions and conditions imposed by Federal, State and local laws with respect to those portions of the property, if any, shown as "wetlands" and/or "wetland buffer areas" on that certain unrecorded plat of survey entitled "ALTA/ASCM SURVEY OF TRACTS 1, 3 AND 4 EDGEWATER CORPORATE CENTER SUBDIVISION OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 20, 2012.

EXCEPTIONS AS TO FEE PARCEL ONE (A/K/A TRACT 1A):

17. All matters as shown on that certain unrecorded plat of survey entitled "ALTA/ASCM SURVEY OF TRACTS 1, 3 AND 4 EDGEWATER CORPORATE CENTER SUBDIVISION OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 20, 2012, including, but not limited to, the following, together with any appropriate easements specifically affecting the land:

    a. Gravel Drive;

    b. 40' x 40' Monument Sign Easement(s);

    c. 25' x 25' Site Easement(s):

    d. 75' Setback(s);

    e. 15' Setback(s);

    f. 66' Future Right of Way;

    g. York Electric Easement along and across the western and northern property lines;

    h. Area outside right of way 138 sq.ft. at northwestern corner;

    i. Brick Retaining Wall at northwestern corner;

    j. Gas Easement(s);

    k. 50' x 200' Power Easement;

    l. 15' Setback(s);

    m. 20' Buffer(s);

    n. Barbed wire fence along the northern property line;

    o. Curbs and Gutters;

    p. 15' Utility Easement(s);

q. 30' Private Easement;

r. Concrete Sidewalk(s);

s. Landscape Area;

t. Cable Vault(s);

u. 30' Water Course Easement;

v. Water Course Easement;

w. 20' Sanitary Sewer Easement;

x. Underground Electric;

y. Light Poles;

z. Electric Pedestals;

aa. Underground Cable;

bb. Overhead Utility Lines;

cc. Utility Poles;

dd. Cable Pedestals;

ee. Wetlands;

ff. Pump(s);

gg. Wood Bridge(s);

hh. Pond(s);

ii. Stream(s);

jj. Dirt Stock Pile;

kk. Sediment Basin;

ll. Drainage Ditches;

mm. Concrete Flume(s);

nn. 36" RCP;

oo. Rip-Rap; and

pp. Public right of way for South Carolina Highway SC-29-157.

EXCEPTIONS AS TO FEE PARCEL TWO (A/K/A TRACT 1B):

18. All matters as shown on that certain unrecorded plat of survey entitled "ALTA/ASCM SURVEY OF TRACTS 1, 3 AND 4 EDGEWATER CORPORATE CENTER SUBDIVISION OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 20, 2012, including, but not limited to, the following, together with any appropriate easements specifically affecting the land:

a. 25' x 25' Site Easement;

b. 12.67' x 24.67' Monument Sign Easement;

c. 15' Setback(s);

d. 75' Setback(s);

e. York Electric Easement along and across western property line;

f. Gravel Drive;

g. Concrete sidewalk(s);

h. Wood Bridge(s);

i. Wetlands;

j. Pond(s);

k. Stream(s);

l. Water Course Easement;

m. 20' Sanitary Sewer Easement;

n. 30' Water Course Easement;

o. Lengers Way Public Right of Way;

p. Curbs and Gutters;

q. Underground Electric;

r. Light Poles;

s. Electric Pedestals;

t. Underground Cable;

u. Overhead Utility Lines;

v. Utility Poles;

w. Cable Pedestals; and

x. Public right of way for South Carolina Highway SC-29-157.

EXCEPTIONS AS TO EASEMENT PARCELS ONE, TWO AND THREE:

19. Rights of others in and to the easement(s).

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER) AFFIDAVIT OF VALUE

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is 34.534 acres off of Hwy 521, bearing Lancaster County Tax Map Number p/o 0008-00-026.01 and was transferred by LASALLE 115 HOLDINGS, LLC – SERIES 1 to RMB EDGEWATER, LLC on September 25, 2013.

3. Check one of the following: The deed is

(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ☐ exempt from the deed recording fee because (See Information Section of affidavit): _____ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $1,450,000.00.

(b) ☐ The fee is computed on the fair market value of the realty which is _____.

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes_____or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $1,450,000.00

(b) Place the amount listed in item 5 above here: $0.00
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: $1,450,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $5,365.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Vice President of Seller.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

LASALLE 115 HOLDINGS, LLC – SERIES 1

By: Steven J Heder
Responsible Person Connected with the Transaction
STEVEN J. HEGER
~~Todd E. Becker~~, Vice President
Print or Type Name Here

SWORN to before me this 25th day of September, 2013.

Carol Lee Hopkins
Notary Public for WISCONSIN
My Commission Expires: April 6, 2014

NOTARY PUBLIC CAROL LEE HOPKINS STATE OF WISCONSIN

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

616447 v.2

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.



GENERAL NOTES

1.) THIS IS A SURVEY OF AN EXISTING PARCELS OF LAND. THIS IS AN ALTA/NSPS LAND TITLE SURVEY

2.) ZONING: NOT PROVIDED

3.) FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY FEMA F.I.R.M. MAP NUMBER 45057C0207E, DATED APRIL 18, 2017.

4.) REFERENCES: DEED BOOK 757, PAGE 244;
MAP BOOK 2012, PAGE 55;
MAP BOOK 2016, PAGE 722
OF THE LANCASTER COUNTY REGISTRY
PIN 0008-00-0026.03

5.) UTILITY STATEMENT: THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

7.) WETLANDS SHOWN ARE TAKEN FROM A WETLAND SURVEY PROVIDED BY BURTON ENGINEERING. WETLANDS AS SHOWN ON MAP BOOK 2005, PAGE 170 ARE NOT SHOWN

8.) NO ZONING REPORT HAS BEEN PROVIDED AT THE TIME OF THIS SURVEY.

SCH. BII EXCEPTIONS

NOTES PERTAINING TO
NORTHEAD TITLE COMPANY
COMMITMENT NUMBER: 21-0756
DATED FEBRUARY 22, 2021

ITEMS 1-8 & 10-29 ARE NOT MATTERS OF SURVEY

9. Terms, conditions, restrictions, easements, lien for assessments and other obligations as set forth and provided in that certain Grant of Easement Agreement by and among Queensgate Investment Partners, LLC, Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated November 18, 2004, and recorded on November 22 2004, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 260 at Page 91, as amended by First Amendment of Grant of Easement Agreement dated September 17, 2008, and recorded on September 22, 2008, in Deed Book 485, Page 221, and as assigned by Assignment of Lengers Rights under Grant of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in Deed Book 607, Page 121, and as further assigned by that certain Assignment of Lengers' Rights Under Grant of Easement Agreement by and between Dearborn Street Holdings, LLC - Series 16 M&I, RMB Edgewater, LLC and LaSalle 115 Holdings, LLC - Series 1, dated September 23, 2013, and recorded on September 30, 2013, in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 757 at Page 251 - THE LENGERS EASAMENT AREA AND QUEENSGATE EASEMENT AREAS DO NOT AFFECT SUBJECT PROPERTY.

10. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in Declaration of Covenants, Restrictions and Easement for Edgewater

Corporate Center filed for record in Book 288, Page 300; Amendment to Declaration of Covenants, Restrictions and Easement for Edgewater Corporate Center recorded in Book 353, Page 155; Amendment to Declaration of Covenants, Restrictions and Easement for Edgewater Corporate Center recorded in Book 534, Page 54; Declaration of Architectural Review and Approval Rights by and between Southcross Development Group, LLC and Walda Glick RHC, LLC recorded in Book 534, Page 334; Assignment of Declarant/Initial Owners Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 607, Page 107, Assignment of Declarant/Initial Owners Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 757, Page 267 - MATTERS AFFECTING SUBJECT PROPERTY ARE SHOWN HEREON; First Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 989, Page 262 - AFFECTS SUBJECT PROPERTY, BUT CONTAINS NO PLOTTABLE MATTERS; Assignment of Easement Interest recorded in Book 1068, Page 45; Second Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 1114, Page 304; Third Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 1288, Page 232, Lancaster County Registry - EASEMENT DOES NOT AFFECT SUBJECT PROPERTY.

11. Terms, conditions, restrictions, easements, lien for assessments and other obligations as set forth in that certain Declaration of Easement by and among Hans L. Lengers VIII, LLC and Southcross Development Group, LLC recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 289, Page 82, as assigned by that certain Assignment of Lengers' Rights Under Declaration of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16-M&I, recorded in Book 607, Page 112, as further assigned by Assignment of Declarant of Easements Agreement by and between Dearborn Street Holdings, LLC - Series 16-M&I, RMB Edgewater, LLC and LaSalle 115 Holdings, LLC- Series 1, recorded in Book 757, Page 255 - THE RING ROAD EASEMENT AREA DOES NOT CROSS SUBJECT PROPERTY. THOSE EASEMENTS CROSSING THE SUBJECT PARCEL ARE SHOWN HEREON. ADDITIONALLY, THE NOW ON FORMERLY PRIVATE STREET KNOWN AS LENGER'S WAY IS SHOWN HEREON. OFFSITE LANDSCAPE, SIGN, GENERAL MAINTENANCE, SITE LINE AND DRAINAGE EASEMENTS CROSSING OTHER PARTS OF THE EDGEWATER CORPORATE CENTER ARE NOT SHOWN HEREON.

12. Agreement Respecting Development of Real Estate recorded in Book 280, Page 50; Amendment to Agreement Respecting Development of Real Estate recorded in Book 534, Page 48; Assignment of Developer's Right Under Agreement Respecting Development of Real Estate recorded in Book 607, Page 117; Assignment of Developer's Right Under Agreement Respecting Development of Real Estate recorded in Book 757, Page 273 - AFFECTS SUBJECT PROPERTY, BUT CONTAINS NO PLOTTABLE MATTERS CROSSING SUBJECT PROPERTY; Amendment to Agreement Respecting Development of Real Estate recorded in Book 999, Page 246; Ratification and Joinder to Agreement Respecting Development of Real Estate recorded in Book 1112, Page 247 and Termination of Rights of First Offer recorded in Book 1169, Page 209, in the Lancaster County Registry - CONTAINS NO PLOTTABLE EASEMENTS AFFECTING SUBJECT PROPERTY.

13. Right of Way Agreement with Duke Energy Corporation recorded in Book 359, Page(s) 194, Lancaster County Registry - EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.

14. Right of Way Agreement with Lancaster County Natural Gas Authority recorded in Book 930, Page(s) 303, Lancaster County Registry - EASEMENT CROSSES SUBJECT PROPERTY AS SHOWN HEREON.

15. Right of Way Easement with York Electric Cooperative, Inc. recorded in Book L-11, Page(s) 33, Lancaster County Registry - EASEMENT CROSSES SUBJECT PROPERTY AS SHOWN HEREON.

16. Easement Agreement with Lancaster County recorded in Book 1140, Page(s) 240, Lancaster County Registry. 17 Building restriction lines, easement and other matters as shown on Plat Map for Southcross Management Group, LLC recorded in Book 2004, Page 646, Lancaster County Registry - EASEMENTS AFFECT SUBJECT PROPERTY AS SHOWN HEREON.

18. Building restriction lines, easements and other matters shown on Plat Map for Edgewater Corporate Center Subdivision recorded in Map Book 2006, Page 29, Lancaster County Registry - SHOWN HEREON.

19. Building restriction lines, easements and other matters shown on Plat Map for Subdivision of Edgewater Corporate Center Subdivision recorded in Map Book 2009, Page 631, Lancaster County Registry - THIS PLAT IS SUPERCEDED BY PB 2012, PG 55.

20. Building restriction lines, easements and other matters shown on Plat Map for A.L.T.A./A.C.S.M. Land Title Survey of Tract 1, 3, and 4 of Edgewater Corporate Center Subdivision recorded in Map Book 2009, Page 461, Lancaster County Registry - THIS PLAT IS SUPERCEDED BY PB 2012, PG 55.

21. Building restriction lines, easements and other matters shown on Plat Map for Revision Plat of Edgewater Corporate Center Subdivision Tract 1 and Tract 3 recorded in Map Book 2012, Page 55, Lancaster County Registry - MATTERS AFFECTING SUBJECT ARE SHOWN HEREON.

22. Building restriction lines, easements and other matters shown on Plat Map for Edgewater Corporate Parkway recorded in Map Book 2017, Page 726, Lancaster County Registry - MATTERS AFFECTING SUBJECT PARCEL ARE SHOWN HEREON.

23. Sanitary Sewer Easement Agreement by and between Edgewater Partners One, LLC and Hans L. Lengers VIII, LLC recorded in Book 353, Page(s) 163, Lancaster County Registry - EASEMENT DOES NOT CROSS SUBJECT PROPERTY.

24. Easements Agreement with Lancaster County Water and Sewer District recorded in Book 1275, Page(s) 10, Lancaster County Registry - AFFECTS SUBJECT PROPERTY, SHOWN HEREON.

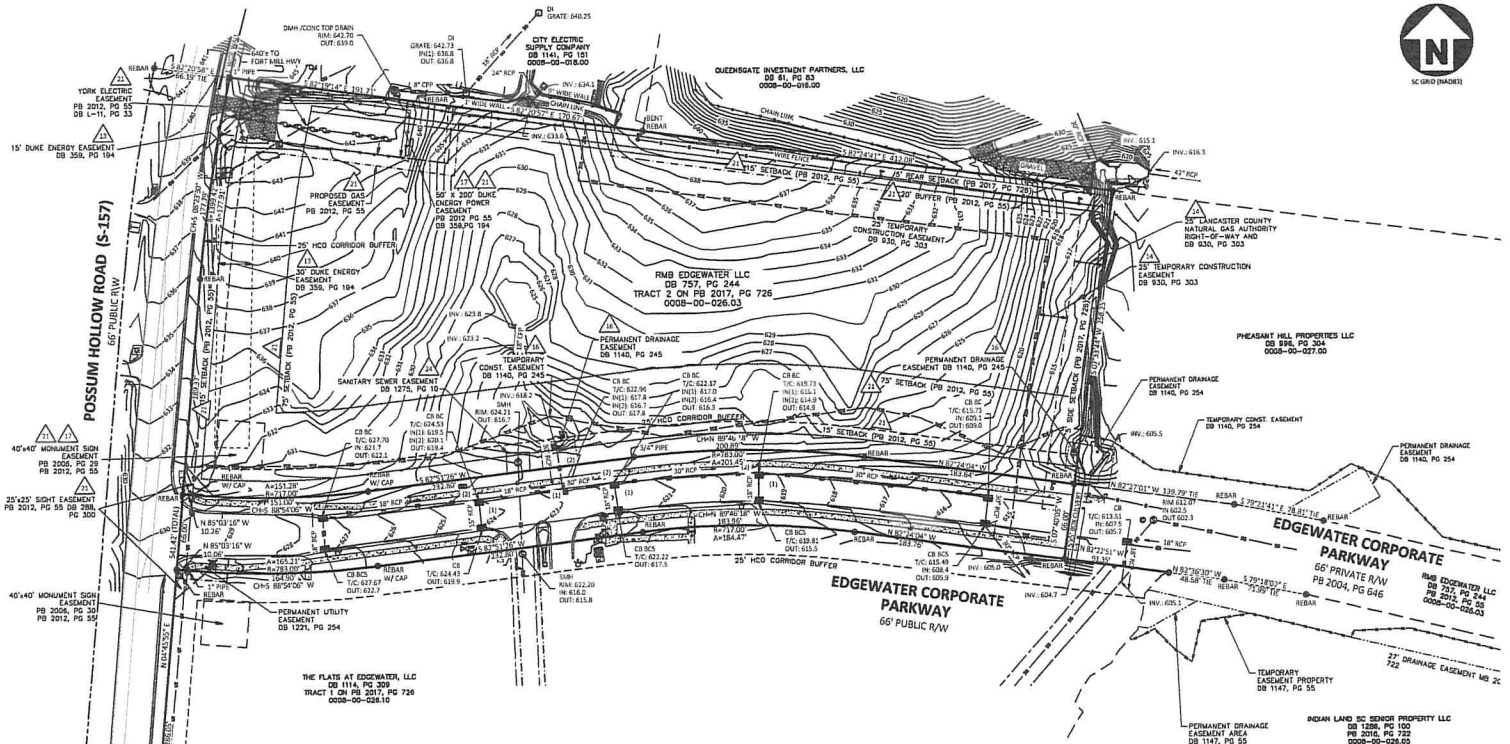
25. Memorandum of Understanding by and between RMB Edgewater, LLC and The Flats at Edgewater, LLC recorded in Book 3498, Page(s) 202, Lancaster County Registry - MAY AFFECT SUBJECT PROPERTY, DOCUMENT NOT PROVIDED.

26. The Company does not insure the calculation of the acreage or square footage of the land - ACREAGE AND SQUARE FOOTAGE IS SHOWN HEREON.

27. Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claim of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land - AS SHOWN HEREON.

LEGEND

- EXISTING IRON PIPE/REBAR
- IRON PIPE SET
- EXISTING CONCRETE MONUMENT
- CONCRETE MONUMENT SET
- CALCULATED POINT
- CALCULATED POINT
- BORE HOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- GREASE TRAP
- WATER VALVE
- WATER METER
- BACKFLOW PREVENTER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- GAS LINE MARKER
- GAS VALVE
- ELECTRIC BOX/METER
- AIR CONDITIONING UNIT
- TRAFFIC SIGNAL BOX
- LIGHT POLE
- POWER POLE WITH GUY ANCHOR
- CURB INLET
- STORM DRAINAGE MANHOLE
- YARD INLET
- FLARED END SECTION
- BOLLARD
- SIGN
- MAILBOX
- TREE LINE
- RAILROAD TRACKS
- GUARD RAIL
- SD — STORM DRAIN
- OU — OVERHEAD UTILITY LINE
- UE — UNDERGROUND ELECTRIC
- FO — UNDERGROUND COMMUNICATIONS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- G — GAS LINE
- FENCE LINE
- SURVEYED PROPERTY LINE
- PROPERTY LINE NOT SURVEYED



LEGAL DESCRIPTION PER TITLE COMMITMENT

All that certain piece parcel or lot of land with any improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina being more particularly shown and designated as Tract 2 containing approximately 5.30 acres on recombination plat entitled Edgewater, Edgewater Corporate Parkway" by the John R. McAdams Company, Inc., dated October 5, 2017 and recorded in the office of the Register Deeds for Lancaster County in Plat Book 2017 at Page 726.

ALSO

TOGETHER with that certain non-exclusive, perpetual drainage easement created under, established by and more particularly set forth and described in that certain Title to Real Estate recorded February 2, 2106 in Deed Book 1114, Page 309."

ALSO

EASEMENT PARCEL ONE:

TOGETHER with that certain "LENGERS EASEMENT" and that certain "QUEENSGATE EASEMENT" created under, established by and more particularly set forth and described in that certain Grant of Easement Agreement by and among Queensgate Investment Partners, LLC, Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated November 18, 2004, and recorded on November 22, 2004, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 260 at Page 91, as affected, amended, modified and/or supplemented by that certain First Amendment of Grant of Easement Agreement dated September 17, 2008, and recorded on September 22, 2008, in said Office in Deed Book 485 at Page 221, and as further affected, amended, modified and/or supplemented by that certain Assignments of Lengers' Rights Under Grant of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 607 at Page 121, and as further affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Grant of Easement Agreement by and between Dearborn Street Holdings, LLC - Series 16 M&I, RMB Edgewater, LLC and LaSalle 115 Holdings, LLC - Series 1, dated September 23, 2013, and recorded on September 30, 2013, in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 757 at Page 251, and as further affected, amended, modified and/or supplemented by that certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated June 30, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 288 at Page 300, as affected, amended, modified and/or supplemented by that certain Amendments to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated August 31, 2006, and recorded on September 7, 2006, in said Office in Deed Book 353 at Page 155, and as further as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center made as of September 22, 2005, and recorded on September 30, 2009, in said Office in Deed Book 534 at Page 54, and as further as affected, amended, modified and/or supplemented by that certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in said Office in Deed Book 607 at Page 107, which said "PRIVATE STREET EASEMENT" encumbers (i) that (those) certain portion(s) of "HSSC Way" and "Lengers Way" being more particularly shown, described and designated as "PRIVATE STREET EASEMENT" on Exhibit "C" attached to the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

EASEMENT PARCEL TWO:

TOGETHER with that certain "PRIVATE STREET EASEMENT" created under, established by and more particularly set forth and described in that certain Declaration of Easements, Restrictions and Easements for Edgewater Corporate Center, dated June 30, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 288 at Page 300, as affected, amended, modified and/or supplemented by that certain Amendments to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center, dated August 31, 2006, and recorded on September 7, 2006, in said Office in Deed Book 353 at Page 155, and as further as affected, amended, modified and/or supplemented by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center made as of September 22, 2005, and recorded on September 30, 2009, in said Office in Deed Book 534 at Page 54, and as further as affected, amended, modified and/or supplemented by that certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in said Office in Deed Book 607 at Page 107, which said "PRIVATE STREET EASEMENT" encumbers (i) that (those) certain portion(s) of "HSSC Way" and "Lengers Way" being more particularly shown, described and designated as "PRIVATE STREET EASEMENT" on Exhibit "C" attached to the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

EASEMENT PARCEL THREE:

TOGETHER with that certain "RING ROAD EASEMENT" created under, established by and more particularly set forth and described in that certain Declaration of Easement by and among Hans L. Lengers VIII, LLC and Southcross Development Group, LLC, dated June 15, 2005, and recorded on July 1, 2005, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed book 289 at Page 82, as affected, amended, modified and/or supplemented by that certain Assignment of Lengers' Rights Under Declaration of Easement Agreement by and between Edgewater Park Partners, LLC and Dearborn Street Holdings, LLC - Series 16 M&I, dated April 18, 2012, and recorded on May 14, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Deed Book 607 at Page 112, which said "RING ROAD EASEMENT" encumbers that certain piece, parcel, lot or tract of land being more particularly shown, described and designated as "RING ROAD EASEMENT AREA" in the aforesaid instrument(s), all as more particularly set forth and described in the aforesaid instrument(s).

I, KEVIN S. BAUCOM, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1)CLASS OF SURVEY: CLASS A
(2)POSITIONAL ACCURACY: 0.10'
(3)TYPE OF GPS FIELD PROCEDURE: VRS
(4)DATE OF SURVEY: 02-10-2017
(5)DATUM/EPOCH: NAD 83(2011)
(6)PUBLISHED/FIXED-CONTROL USED: NC77
(7)GEOID MODEL: GEOID12A
(8)COMBINED GRID FACTOR(S): 1.00003739
(9)UNITS: METERS CONVERTED TO US SURVEY FEET

This survey is made for the benefit of:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 8, 9, 13, 16 & 17 of Table A thereof.

The field work was completed on _____.

Date of Plat or Map: _____

Kevin S. Baucom, PLS | 4275 | Date
Baucom@McAdamsCo.com

PRELIMINARY
NOT FOR RECORDATION, CONVEYANCES OR

THE JOHN R. MCADAMS COMPANY, INC. CHARLOTTE, N.C. C-0293 — NORTH CAROLINA — SOUTH CAROLINA

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

McAdams
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293
www.mcadamsco.com

OWNER

NFM PROPERTIES, LLC.
PO BOX 49247
CHARLOTTE, NC 28277
PHONE: 704-337-9592

TRACT TWO, EDGEWATER
TOPOGRAPHIC SURVEY
EDGEWATER CORPORATE PARKWAY
INDIAN LAND, LANCASTER COUNTY, SOUTH CAROLINA

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2021210152
FILENAME	2021210152-AT1
CHECKED BY	XXX
DRAWN BY	CFA
SCALE	1"=50'
DATE	XX. XX. XXXX

SHEET

TOPOGRAPHIC SURVEY
1-1

The Lancaster News

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



PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #s [illegible]) for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-[illegible]) please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

are at a far higher risk for an airbag explosion that could kill or injure an occupant. She did get a recall notice about the airbag in the Honda.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 25, 2021.

Benita G Gurley
Notary Public of South Carolina

My Commission Expires
January 13, 2031

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (CB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 P.M. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

al Notice was published in The Lancaster
, 2021.

Benita G Smith
Notary Public of South Carolina

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

The JLHS jayvees posted who played against a lot of
11 shutouts, led by the solid ninth- and 10th-graders."
play of keeper Sofia Ramirez The Junior Lady War-

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 28, 2021.

Benita G Gunter

Notary Public of South Carolina

My Commission Expires
January 13, 2031

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 PM. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

PO Box 640
Lancaster, SC 29721
803-283-1133

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1746 / Planning Case Number: UDO-TA-2021-0704
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
The Planning Department has noticed that with the recent development of a few specific projects that the minimum amount of off-street parking required for restaurant and other Commercial/Entertainment uses is resulting in parking spill over onto adjacent properties. Accordingly, Lancaster County is proposing to amend Chapter 7 of the Unified Development Ordinance (UDO) to increase or establish certain off-street parking requirements.

Points to Consider:
The following sections of the UDO are proposed to be amended:
Section 7.2.4.A, Parking Requirements by Use Table:
The proposed text amendment would establish a minimum off-street parking requirement for the Bar/Tavern/Brewpub use at one space per 50 square feet of indoor seating area and one space per 400 square feet of brewing area. The minimum off-street parking requirement for the Restaurant use would be modified from one per 250 square feet (of gross leasable area) to one per 75 square feet of indoor seating area. Additionally, a minimum off-street parking requirement for outdoor seating area, dance floor, standing room only food/beverage areas would be established for both the Bar/Tavern/Brewpub and Restaurant uses at one per three occupants (as per the established occupant load).
It should be noted that the minimum off-street parking requirements proposed in this text amendment were determined based upon research and analysis of various minimum off-street parking requirements for similar uses in surrounding jurisdictions, as well as others in located in North and South Carolina. The research is attached as an Exhibit to this staff report.
Section 7.2.4.C, Exemptions and Adjustments:
The proposed text amendment would remove Section 7.2.4.C.2 in its entirety as it is an exemption more consistent with urban development patterns and therefore inconsistent with the generally suburban and rural development patterns of Lancaster County, as well as being contrary to the balance of the amendment being proposed.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed text amendment.

Recommendation:
The Planning Commission voted 4-0 to recommend approval of the proposed text amendment at the May 18, 2021 meeting. There were no comments from the public on the text amendment.

Staff also recommended approval of the proposed text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1746	6/4/2021	Ordinance
Exhibit 1 to Ordinance 2021-1746	6/4/2021	Exhibit
Staff Report	5/11/2021	Planning Staff Report

Ex 1: Proposed Text Amendment	5/11/2021	Exhibit
Ex 2: Research From Surrounding Jurisdictions	5/11/2021	Exhibit
Public Hearing Notices for Ordinance 2021-1746 (Planning Department Case Number: UDO-TA-2021-0704)	5/21/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1746

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 7.2.4., OFF-STREET PARKING AND LOADING REQUIREMENTS, TO MODIFY MINIMUM REQUIRED PARKING SPACES.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County made application to amend Chapter 7 of the Unified Development Ordinance (UDO) to increase or establish certain off-street parking requirements.
(b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(c) The proposed text amendment will assure that future development projects have adequate off-street parking.
(d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on May 18, 2021, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 7.2.4., Off-Street Parking and Loading Requirements, is amended as set forth in "Exhibit 1" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 7.2.4.A, Parking Requirements by Use Table:

The text amendment establishes a minimum off-street parking requirement for the Bar/Tavern/Brewpub use at one space per 50 square feet of indoor seating area and one space per 400 square feet of brewing area. The minimum off-street parking requirement for the Restaurant use is modified from one per 250 square feet (of gross leasable area) to one per 75 square feet of indoor seating area. Additionally, a minimum off-street parking requirement for outdoor seating area, dance floor, standing room only food/beverage areas is established for both the Bar/Tavern/Brewpub and Restaurant uses at one per three occupants (as per the established occupant load).

b) Section 7.2.4.C, Exemptions and Adjustments:

The text amendment removes Section 7.2.4.C.2 in its entirety as it is an exemption more consistent with urban development patterns and therefore inconsistent with the generally suburban and rural development patterns of Lancaster County, as well as being contrary to the balance of the amendment being proposed.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 14, 2021
Public Hearing: June 14, 2021
Second Reading: June 28, 2021
Third Reading: July 19, 2021

Approved as to form:

_____
John DuBose, County Attorney

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

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A. PARKING REQUIREMENTS BY USE TABLE

The following table details the required minimum and maximum (where applicable) parking ratios by major land use. All area calculations use gross leasable area (GLA). For uses not covered in this table, the parking requirements shall be those of the most similar use as determined by the Administrator.

Use Category	Minimum Required Auto Spaces
Residential	
Dwelling - Single Family & Two Family	1 per unit
Dwelling – Three Family & Four Family	1.5 per unit
Dwelling - Multifamily & Townhome	1.5 per unit
Dwelling - Accessory	1 space per unit
Live-Work Units	1 per 500 sf
Residential Care Facilities	1 per 2 units
All Other Residential Uses	1 per unit
Lodging – All Uses	1 per room
Office/Service	
Medical Clinic	1 per 350 sf
All Other Office/Service Uses	1 per 500 sf
Commercial/Entertainment	
Amusements (Indoor & Outdoor)	No requirement
Bar/Tavern/Brewpub	1 per 50 sf of indoor seating area
	1 per 400 sf of brewing area
	1 per 3 occupants of outdoor seating area, dance floor, standing room only food/beverage areas, etc. (per occupant load)
Restaurant	1 per ~~250~~ 75 sf of indoor seating area
	1 per 3 occupants of outdoor seating area, dance floor, standing room only food/beverage areas, etc. (per occupant load)
Theater (Indoor & Outdoor)	1 per 80 sf in auditorium
All Other Commercial/Entertainment Uses	1 per 400 sf
Civic	
Places of Assembly (Residential Districts)	No requirement
Places of Assembly (All Other Districts)	1 per 80 sf in main assembly hall
Private Recreational Facility	1 per 250 sf
All Other Civic Uses	1 per 500 sf
Educational/Institutional	
Child/Adult Day Care Centers (6 of more persons)	1 per 500 sf
All Other Educational/Institutional Uses	1 per 1000 sf
Automotive	
Vehicle Services – Minor Maintenance/Repair	1 per gas pump and repair bay

Vehicle Services – Major Repair/Body Work	2 per repair bay
All Other Automotive Uses	1 per 400 sf of office space
Industrial/Wholesale/Storage – All Uses	No requirement
Agricultural – All Uses	No requirement
Infrastructure – All Uses	No requirement

* * * * * * * * * *

C. EXEMPTIONS AND ADJUSTMENTS

1. **Exemptions**: Uses in the AR, RR, RN, OS, and IMX Districts are exempt from the minimum parking requirements of this subsection.

~~2. **Commercial Uses in Mixed-Use Districts**: All commercial uses in RMX and MX Districts shall provide all required parking on-site at a rate of one space per 400 square feet. The use of on-street spaces shall not be permitted in this calculation.~~

~~3~~2. **Residential Care Facilities**: The Administrator may authorize a reduction in off-street parking requirements for multifamily dwellings that provide Residential Care Facilities (including dwelling two family and multifamily buildings of 4 or more units) to no less than 3 off-street parking spaces for each 4 dwelling units or fraction thereof. Should a change of use occur such that the building is no longer providing Residential Care Facilities as the primary use, parking requirements shall meet the minimum ratio for residential uses as required in the table above.

~~4~~3. **Tree Preservation**: The minimum number of parking spaces required may be adjusted by the Administrator when it has been determined that the reductions are necessary to preserve a healthy tree or trees (with a 12 inch or greater diameter at breast height) from being damaged or removed.

* * * * * * * * * *

PROPOSAL: Amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify minimum required parking spaces.

APPLICABLE CHAPTER(S): Chapter 7

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:
The Planning Department has noticed that with the recent development of a few specific projects that the minimum amount of off-street parking required for restaurant and other Commercial/Entertainment uses is resulting in parking spill over onto adjacent properties. Accordingly, Lancaster County is proposing to amend Chapter 7 of the Unified Development Ordinance (UDO) to increase or establish certain off-street parking requirements.

OUTLINE OF TEXT AMENDMENT:
The following sections of the UDO are proposed to be amended:

Section 7.2.4.A, Parking Requirements by Use Table:

The proposed text amendment would establish a minimum off-street parking requirement for the Bar/Tavern/Brewpub use at one space per 50 square feet of indoor seating area and one space per 400 square feet of brewing area. The minimum off-street parking requirement for the Restaurant use would be modified from one per 250 square feet (of gross leasable area) to one per 75 square feet of indoor seating area. Additionally, a minimum off-street parking requirement for outdoor seating area, dance floor, standing room only food/beverage areas would be established for both the Bar/Tavern/Brewpub and Restaurant uses at one per three occupants (as per the established occupant load).

It should be noted that the minimum off-street parking requirements proposed in this text amendment were determined based upon research and analysis of various minimum off-street parking requirements for similar uses in surrounding jurisdictions, as well as others in located in North and South Carolina. The research is attached as an Exhibit to this staff report.

Section 7.2.4.C, Exemptions and Adjustments:

The proposed text amendment would remove Section 7.2.4.C.2 in its entirety as it is an exemption more consistent with urban development patterns and therefore inconsistent with the generally suburban and rural development patterns of Lancaster County, as well as being contrary to the balance of the amendment being proposed.

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:
The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

This amendment would increase the amount of off-street parking required to be provided for future restaurant development and expansions, but would not impact or otherwise require any existing restaurants to provide additional parking.

STAFF RECOMMENDATION:
Staff recommends **approval** of the proposed text amendment.

ATTACHMENTS:

1. Proposed Text Amendment
2. Research from Surrounding Jurisdictions

STAFF CONTACT:
Robert G. Tefft, Senior Planner
rtefft@lancastersc.net

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

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A. PARKING REQUIREMENTS BY USE TABLE

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Infrastructure – All Uses	No requirement

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* * * * * * * * * *

	RESTAURANT		RESTAURANT (w/ drive-thru)		BAR / NIGHTCLUB		OUTDOOR ENT. / ASSEMBLY		BREWERY / BREWPUB	
	Minimum	*Equalized SF @ 1 per*	*Minimum*	*Equalized SF @ 1 per*	*Minimum*	*Equalized SF @ 1 per*	*Minimum*	*Equalized SF @ 1 per*	*Minimum*	*Equalized SF @ 1 per*
Lancaster County, SC	***1 per 250 sf***	***250***	***1 per 250 sf***	***250***	***1 per 400 sf***	***400***	***None***	***0***	***1 per 400 sf***	***400***
Asheville, NC	1 per 3 seats	45	1 per 3 seats	45	1 per 3 seats	45	-		1 per 3 seats	45
Buncombe County, NC	1 per 3 seats	45	1 per 3 seats	45	1 per 3 seats	45	-		-	
Cabarrus County, NC	1 per 3 seats	45	1 per 3 seats	45	1 per 300 sf	300	-		-	
Charleston, SC (peninsula)	1 per 100 sf	100	1 per 75 sf	75	1 per 100 sf	100	1 per 130 sf	130	-	
Charleston, SC (all other)	1 per 90 sf	90			1 per 90 sf	90	1 per 200 sf	200	-	
Charlotte, NC	1 per 75 sf	75	1 per 75 sf	75	1 per 75 sf	75	-		0.25 per 1000 sf 1 per 75 sf	4000 75
Columbia, SC	8 per 1000 sf	125	8 per 1000 sf	125	12 per 1000 sf	83	-		1.7 per 1000 sf	588
Concord, NC	1 per 3 seats	45	1 per 3 seats	45	-		1 per 6 seats 1 per 50 sf	90 50	-	
Fort Mill, SC	1 per 3 persons	45	1 per 3 persons	45	-		-		-	
Greenville, SC	1 per 100 sf	100	1 per 150 sf	150	1 per 100 sf	100	1 per 3 seats	45	-	
Greenville County, SC	1 per 3 seats	45	-		-		1 per 4 seats 1 per 30 sf	60 30	-	
Indian Trail, NC	6 per 1000 sf	166	10 per 1000 sf	100	10 per 1000 sf	100	1 per 4 seats	60	6 per 1000 sf	166
Kershaw County, SC	1 per 125 sf	125	1 per 125 sf	125	1 per 125 sf	125	-		-	
Matthews, NC	1 per 3 seats	45	-		-		1 per 4 seats 1 per 150 sf	60 150	-	
Matthews, NC (HUC, SRN, C-MF, MUD, TS, and ENT)	1 per 5 seats	75	-		-		1 per 6 seats 1 per 300 sf	90 300	-	
Mount Pleasant, SC	2 per 100 sf	50	2 per 100 sf	50	2 per 100 sf	50	2 per 100 sf	50	-	
Rock Hill, SC	1 per 75 sf	75	1 per 75 sf	75	1 per 50 sf	50	1 per 75 sf	75	1 per 250 sf 1 per 75 sf	250 75
Union County, NC	1 per 100 sf	100	-		-		1 per 4 seats	60	-	
York County, SC	1 per 80 sf	80	1 per 80 sf	80	1 per 150 sf	150	1 per 4 seats	60	-	
Average All Researched		**78**		**77**		**101**		**94**		**743**
Average Unique Values		**97**		**89**		**115**		**113**		**225**
Median All Researched		**75**		**75**		**90**		**60**		**166**
Median Unique Values		**95**		**80**		**87**		**83**		**166**

The Lancaster News

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

PUBLIC HEARING NOTICE

In addition to those items having been previously advertised, and for the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify minimum required parking spaces.

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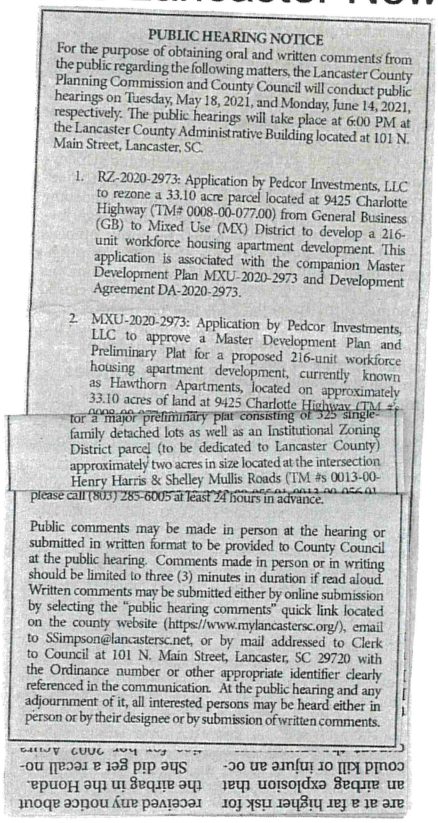
This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of May 2, 2021.

Benita G Gaither
Notary Public of South Carolina

My Commission Expires
January 13, 2031

The Lancaster News

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



PUBLIC HEARING NOTICE

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Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

are at a far higher risk for an airbag explosion that could kill or injure an occupant. She did get a recall notice about the airbag in the Honda.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 25, 2021.

Teresa G Smith
Notary Public of South Carolina

My Commission Expires
January 13, 2031

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (CB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

2. MXU-2020-2973: Application by Pedcor Investments, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 216-unit workforce housing apartment development, currently known as Hawthorn Apartments, located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Development Agreement DA-2020-2973.

3. DA-2020-2973: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

4. RZ-2020-3013: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.13) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within Lancaster County. This is a companion case to RZ-2020-3001.

5. RZ-2021-0650: Application by Fred and Suzanne Mangano to rezone a 1.203-acre portion of a parcel located on Evans Road (TM# 0087-00-095.08) from Low Density Residential (LDR) District to Manufactured Home (MH) District.

6. RZ-2021-0747: Application by 1415 LLC to rezone approximately 5.3 acres of property (TM # 0008-00-026.03) located on the north side of Edgewater Corporate Parkway. The request is to rezone from Mixed Use (MX) to Regional Business (RB). This is a companion case to SD-2021-0747.

7. CU-2021-0538: Application by Jannat Nabiev for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 1449 Memorial Park Road (0082N-0B-011.00).

8. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

The following items require one public hearing before the Lancaster County Planning Commission on Tuesday, May 18, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2054: Application by Provident Bayard, LLC for a major preliminary plat consisting of 325 single-family detached lots as well as an Institutional Zoning District parcel (to be dedicated to Lancaster County) approximately two acres in size located at the intersection Henry Harris & Shelley Mullis Roads (TM #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05). The project area is approximately 169.07 acres in size and is zoned Medium Density Residential (MDR) with the Cluster Subdivision Overlay. The project is referred to as Wilson Creek.

2. SD-2020-1750: Application by Carolina Ventures 1 LLC (Robert Turi) for a major preliminary plat consisting of 281 single-family detached lots located at the southeastern intersction of Van Wyck and Griffin Roads (TM #s 0019-00-027.01, 0019-00-027.02, 0019-00-029.00, 0019-00-035.00, 0019-00-025.00). The project is approximately 152.40 acres in size and is zoned Medium Density Residential (MDR).

3. SD-2021-0747: Application by 1415 LLC to amend the Preliminary Plat for Edgewater Corporate Park. The request is to amend the setback requirements for parcel number 0008-00-026.03. This is a companion case to RZ-2021-0747.

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Van Wyck Planning Commission will conduct a public hearing on Tuesday, May 25, 2021 at 1:00 PM and the Van Wyck Town Council will conduct a public hearing on Monday, June 7, 2021 at 7:00 PM. Both hearings will be held at the Van Wyck Community Center, located at 5036 Old Hickory Road, Van Wyck, SC.

1. RZ-2020-3001: Application by Trinity Baptist Church to rezone approximately one acre of property (TM # 0025-00-034.14) located on the east side of Steel Hill Road, adjacent to Trinity Baptist Church at 1519 Steel Hill Road. The request is to rezone from Rural Neighborhood (RN) to Insitutional (INS) within the Town of Van Wyck. This is a companion case to RZ-2020-3013.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

al Notice was published in The Lancaster
, 2021.

Benita G Smith

Notary Public of South Carolina

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, May 18, 2021, and Monday, June 14, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2973: Application by Pedcor Investments, LLC to rezone a 33.10 acre parcel located at 9425 Charlotte Highway (TM# 0008-00-077.00) from General Business (GB) to Mixed Use (MX) District to develop a 216-unit workforce housing apartment development. This application is associated with the companion Master Development Plan MXU-2020-2973 and Development Agreement DA-2020-2973.

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Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

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The JLHS jayvees posted 11 shutouts, led by the solid play of keeper Sofia Ramirez who played against a lot of ninth- and 10th-graders."

The Junior Lady War-

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 28, 2021.

Benita G Gunter

Notary Public of South Carolina

My Commission Expires
January 13, 2031

PO Box 640
Lancaster, SC 29721
803-283-1133

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published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to reappoint Ben Levine to the Planning Commission as the District 7 representative. If reappointed, he will be filling his second term on the Commission and his new term will expire on 06/30/2025.

Whether to reappoint Kevan Waiters to the Community Relations Commission as the District 7 representative. If reappointed, he will be filling his second term on the Commission and his new term will expire on 06/30/2025.

Whether to reappoint M. David Aspesi to the Recreation Advisory Board as the District 7 representative. If reappointed, he will be filling his second term on the Advisory Board; however, his first term was a shortened two year term. His new term will expire will expire in four years on 06/30/2025.

Whether to reappoint CK (Greg) Gregory to the Keep Lancaster County Beautiful Board as one of the District 5 representatives. If reappointed, he will be filling his second term on the Commission; however, his first term was a shortened two year term. His new term will expire in four years on 06/30/2025.

Whether to reappoint William Hickman to the Airport Advisory Board as the District 5 representative. If reappointed, he will be filling his second term on the Board; however, his first term was a shortened two year term. His new term will expire in four years on 06/30/2025.

Whether to reappoint Michael DeMarco to the Board of Assessment Appeals as the District 5 representative. If reappointed, he will be filling his second term on the Board and his new term will expire on 06/30/2025.

Whether to appoint Shawn Christopher (Chris) Shannon to the Health and Wellness Commission as the District 5 representative. If appointed, he will be serving his first four year term on the Commission and his term will expire on 06/30/2025.

Whether to appoint Irini Guda McCarthy to the Health and Wellness Commission as an At Large member. If reappointed, she will be filling her second term on the Commission and her new term will expire on 06/30/2025.

Whether to reappoint Fred Terry Catoe to the Historical Commission as the District 3 representative. If reappointed, he will be filling his first full four year term as he was previously filling an unexpired term and before that a term as an Advisor. If reappointed, his new term will expire on 06/30/2025.

Whether to reappoint Odell Parker to the Community Relations Commission as the District 3 representative. If reappointed, he will be filling his fifth term on the Commission and his new term will expire on 06/30/2025.

Points to Consider:
Ben Levine's, Kevan Waiters', M. David Aspesi's, CK (Greg) Gregory's, William Hickman's, Michael DeMarco's, Shawn Christopher (Chris) Shannon, Irini Guda McCarthy's, Fred Terry Catoe's and Odell Parker's applications are attached for Councils review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the appointments.

Recommendation:
Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Application from Ben Levine for the Planning Commission	6/1/2021	Backup Material
Application from Kevan Waiters for the Community Relations Commission	6/2/2021	Backup Material
Application from M. David Aspesi for the Recreation Advisory Board	6/2/2021	Backup Material
Application from CK (Greg) Gregory for the Keep Lancaster County Beautiful Board	6/1/2021	Backup Material
Application from William Hickman for the Airport Advisory Board	6/1/2021	Backup Material
Application from Michael DeMarco for the Board of Assessment Appeals	6/2/2021	Backup Material
Application from Shawn Christopher (Chris) Shannon for the Health and Wellness Commission	6/4/2021	Backup Material
Application from Irini Guda McCarthy for the Health and Wellness Commission	6/3/2021	Backup Material
Application from Fred Terry Catoe for the Historical Commission	6/8/2021	Backup Material
Application from Odell Parker for the Community Relations Commission	6/9/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Ben Levine **County Council District** 7

Mailing Address _____ **City/Zip** Indian Land/29707

Street Address _____ **Registered Voter yes** X **no** ____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: benjamin.d.levine@gmail.com

Occupation Engineer **Place of employment** Power Technique North America

Address 1059 Paragon Way **Normal working hours** 7am-5pm

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Planning Commission **2nd choice** _____

3rd choice _____

Reason for interest
My current term ends on 6/30/2021. I would like to continue on the Planning Commission for a second term

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)
I have almost 4 years of experience on the Planning Commission, and I have extensive knowledge of the current UDO from examining it for cases over the years. In addition I have kept up with the continuing education courses required to retain the seat on the planning commission.

Do you presently serve any State, County or Municipal Boards? Yes **If yes, list** Planning, Stormwater

Have you ever served on a county board? Yes **If yes, list** Planning Stormwater

Additional pertinent information

Applicant's signature eSigned via SeamlessDocs.com Ben Levine Key: 342d6b47d63d0e87ae264bd1c91dd9b1 **Date** 5/29/2021

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name KEVAN L. WAITERS *County Council District* #7

Mailing Address _____ *City/Zip* HEATH SPRINGS, SC 29058

Street Address _____ *Registered Voter yes* ✓ *no* ___

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: B2B.KLWAITERS@GMAIL.COM

Occupation SR. CONSTABLE *Place of employment* L.C. CENTRALIZED MAGISTRATE COURT

Address 761 LANCASTER BYPASS EAST LANCASTER, SC *Normal working hours* 8:30 – 5:00 pm.

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice COMMUNITY RELATIONS COMMISSION *2nd choice* _____

3rd choice _____

Reason for interest : A REQUEST TO BE REAPPOINTED TO THE CRC. BOARDS.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) THIS COMING YEAR WILL BE MY 10 YEAR ON THIS BOARD.

Do you presently serve any State, County or Municipal Boards? YES *If yes, list* COMMUNITY RELATIONS COMMISSION.

Have you ever served on a county board? N/A *If yes, list* _____

Additional pertinent information

Applicant's signature Kevan L Waiters *Date* 6-01-2021

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name M. David Aspesi ***County Council District*** 7

Mailing Address _____ ***City/Zip*** Indian Land, SC 29707

Street Address _____ ***Registered Voter yes*** X ***no*** ____

Tel. Number (home) _____ ***(work)*** _____ ***(other)*** _____

Email: IMMDA@AOL.COM

Occupation Chief Instructor / President ***Place of employment*** FTI Inc.

Address 7236 Constitution Hill Place ***Normal working hours*** Varies

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Recreation Advisory Board ***2nd choice*** Local Emergency Planning Commintee

3rd choice Health and Wellness Commision

Reason for interest

Love of community and willness to help when and where necessary.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Previous experience serving on the Recreation Advivory Board and well as 12 years experience working for the parks and recreation department of a municipality.

B.A. Social Sciences, M.S. Criminal Justice Management, P.C. Secondary Education – Teaching History

CPR, First Aid & AED Instructor Trainer, several emergency training and management courses taking from Federal, State, Local and Universites.

Do you presently serve any State, County or Municipal Boards? Yes ***If yes, list*** LC RAB

Have you ever served on a county board? Yes ***If yes, list*** LC RAB

Additional pertinent information

Applicant's signature _____ ***Date*** 6/2/2021

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSION
APPLICATION FOR SERVICE

Name CK (Greg) Gregory **County Council**

Mailing Address _____ **City/Zip** 29721

Street Address _____ **Registered Voter yes**____ **no**____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: rhvolute@hotmail.com

Occupation President **Place of employment** Builders Suppply Co

Address 501 S French St **Normal working hours** 8-6

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice KAB **2nd choice** _____

3rd choice _____

Reason for interest
Combat litter in Lancaster

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)
Long time interest in the issue

Do you presently serve any State, County or Municipal Boards? No **If yes, list**_____

Have you ever served on a county board? No **If yes, list**_____

Additional pertinent information

Applicant's signature eSigned via SeamlessDocs.com Gregory Key: 348d8b47d83dc9e87ae264bd1c91dd9b1 **Date** 11/16/20

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name WILLIAM HICKMAN *County Council District* 5

Mailing Address _____ *City/Zip* HEATH SPRINGS S.C. 29058

Street Address _____ *Registered Voter yes* ✓ *no* ___

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: WILLIAMHICKMAN1@GMAIL.COM

Occupation PILOT *Place of employment* USAF (RET) DELTA AIR LINES (RET)

Address _____ *Normal working hours* _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice AIRPORT ADVISORY COMMITTEE *2nd choice* _____

3rd choice _____

Reason for interest

I'M INTERESTED IN USING MY 35 YEARS OF EXPERIENCE IN THE AVIATION INDUSTRY TO ADVISE AND ASSIST IN THE AIRPORT MANAGER'S TASK OF IMPLEMENTING PLANS ESTABLISHED BY THE COUNTY COUNCIL.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

MY EXPERIENCE AS A GENERAL AVIATION, MILITARY, AND COMMERCIAL PILOT, HAS EXPOSED ME TO EVERY ASPECT OF AIRPORT OPERATIONS AND THE NATIONAL AIRSPACE SYSTEM. THIS WORKING KNOWLEDGE IS A GOOD STARTING POINT FOR ANY RESEARCH THAT MAY BE REQUIRED TO PROVIDE INFORMATION TO DECISION MAKERS AND ELECTED OFFICIALS.

Do you presently serve any State, County or Municipal Boards? NO ***If yes, list*** _____

Have you ever served on a county board? NO ***If yes, list*** _____

Additional pertinent information FROM ABOVE: EDUCATION

USC – B.S. IN BA 1982

EMBRY RIDDLE AERONAUTICAL UNIV. – M.A. AERONAUTICAL SCIENCE

Applicant's signature _____ ***Date*** SEPT. 3, 2020

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

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LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name _Michael DeMarco_____ County Council District_District 5_____

Mailing Address_____ City/Zip_Lancaster / 29720 _____

Street Address _____ Registered Voter yes_X___ no____

Tel. Number (home) _____ (work) _____ (other) _____

Email: __mjdemarco@yahoo.com_____

Occupation _Supervisor_____ Place of employment__Companion Data Services_____

Address _Work at home_____ Normal working hours _8-5pm _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice __Assessment Appeals Board_____ 2nd choice _____

3rd choice _____

Reason for interest

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? _____ If yes, list_ Assessment Appeals Board _____

Have you ever served on a county board? _____If yes, list____ Assessment Appeals Board __

Additional pertinent information

Applicant's signature __Michael DeMarco_____ Date __6/1/2021 _____

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

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Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Shawn Christopher Shannon (Chris) **County Council District** _____

Mailing Address _____ **City/Zip** Lancaster, 29720

Street Address _____ **Registered Voter yes**____ **no**____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: Chris@RealChangeProject.org

Occupation Manager / Health Coach **Place of employment** Lowe's Home Improvement / Real Change Project

Address 1350 Springdale Road, Rock Hill SC 29730 **Normal working hours** 5:30 am - 10:00 pm

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Health and Wellness Commission **2nd choice** _____

3rd choice _____

Reason for interest

As a resident of Lancaster and a Certified Health Coach, I want to have a chance to be the change I want to see in my community. I have had health issues in my life and have fought hard to overcome them and I want to be able to help as many people as I can.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

As a Certified Health Coach I aim to help people with Type II Diabetes and Hypertension to make substantial lifestyle changes to reverse symptoms and build a healthier future for themselves.

Do you presently serve any State, County or Municipal Boards? No **If yes, list**_____

Have you ever served on a county board? No **If yes, list**_____

Additional pertinent information

Applicant's signature _____ **Date** 02JUN22

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Irini Guda McCarthy **County Council District** At-Large

Mailing Address _____ **City/Zip** Charlotte, NC 28202

Street Address _____ **Registered Voter yes** √ **no** ____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: iguda@umrhn.org

Occupation Project Director **Place of employment** Upper Midlands Rural Health Network

Address Office located at Mid-Carolina AHEC **Normal working hours** 8:30 am- 5 pm

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Lancaster County Health and Wellness Commission

3rd choice _____

Reason for interest

I am currently the Chair of the Lancaster County Health and Wellness Commission and looking to renew my term.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Under my leadership, we have been working to address food insecurity by partnering with HOPE in Lancaster to implement the 8th Foodshare hub in SC in Lancaster. In addition, we have re-worked our smoke-free ordinances and have updated policies to become the first county in SC to be 100% Tobacco-Free which encompasses e-cigarettes. We have also gained several new community partners; we're having conversations with the LCSD to implement youth vaping prevention programs; we're building sub-committees to focus on various health areas; and are adding new members with energy and passion for health and wellness. We have also established social media presence and have engaged in several health faiths and community events.

Do you presently serve any State, County or Municipal Boards? _____ **If yes, list**_____

Have you ever served on a county board? _____**If yes, list**____ LC H&W Commission only; no boards

Additional pertinent information

Applicant's signature iguda **Date** 6/3/2021

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Fred Terry Catoe *County Council District* 3

Mailing Address _____ *City/Zip* Lancaster S.C. 29720

Street Address _____ *Registered Voter yes* ✓ *no* ___

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: fcatoe@yahoo.com

Occupation Tow truck Operator *Place of employment* BBR Collision

Address 1920 Great Falls Hwy Lancaster S.C. 29720 *Normal working hours* 9-5pm

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Historical Commission *2nd choice* _____

3rd choice _____

Reason for interest

I am a local Historian

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I am a local Historian

Do you presently serve any State, County or Municipal Boards? yes *If yes, list* Historical Commission

Have you ever served on a county board? yes *If yes, list* Historical Commission

Additional pertinent information

Applicant's signature _____ *Date* 6-3-21

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Odell Parker **County Council District** 3

Mailing Address _____ **City/Zip** Lancaster SC 29720

Street Address _____ **Registered Voter yes** ✓ **no** ____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: _____

Occupation _____ **Place of employment** _____

Address _____ **Normal working hours** _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Community Relation **2nd choice** _____

3rd choice _____

Reason for interest

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? yes **If yes, list** Com. Relation

Have you ever served on a county board? _____ **If yes, list** _____

Additional pertinent information

Applicant's signature Odell Parker **Date** 6-7-21

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/Administration/Veronica Thompson/CFO/Kim Belk/Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Proceeding with Premium Pay for departments identified by County Council.

Points to Consider:
At this point we are not anticipating the final rule from Treasury until July 15th.

The Interim Rule has conditions for qualifications that we will have to work through with our County Attorney and Labor Attorney. Most troubling is the requirement in Section 35.6(c) which requires a written justification to the Treasury Secretary how the premium pay helped if it would take the employees wages over 150% of the state average wage or county average wage, whichever is higher. This would impact the vast majority of public safety employees and we don't yet know if this rule will be amended to lessen the requirements or become an outright prohibition.

Whatever we expend now should be reimbursable if it is a qualifying expense but again we are awaiting the final rule.

We have yet to request the funds as we are not positive at this point if they can be placed in an interest bearing account. That is allowed under the interim rule.

Funding and Liability Factors:
Within the current budget we have room to pay this now within the Sheriff's budget. Public Safety Communications would be probable but close. We would likely exceed budget within Fire Rescue, EMS, Coroner's Office, and Solid Waste.

We plan to reimburse the General Fund for those expenses that qualify under the final rule.

We would still plan to obtain certification from the departments for each employee that they qualified for providing in person services with no work from home or split shifts. We do have one employee that has been on extended sick leave and under the interim rule would not qualify.

Council Options:
To approve premium pay payments now from the General Fund or wait until we have the final rules and have pulled down the funds from the Treasury.

Recommendation:
This is a policy decision for Council. I simply want to stress that absent having the final rule I cannot say with any certainty that funds we approve from the General Fund will be reimbursed with funds from the American Relief Plan.

Agenda Item Summary

Ordinance # / Resolution #: Number to be Assigned at Next Meeting
Contact Person / Sponsor: Steve Willis
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
A Resolution to provide for a Voter Advisory Referendum to create the Van Wyck Fire Protection District.

Points to Consider:
The Van Wyck Fire Rescue Department and the Van Wyck Town Council have requested consideration of the creation of a Fire Protection District as Indian Land and Pleasant Valley currently enjoy.

While an advisory referendum in not statutorily required, such was conducted for both Indian Land and Pleasant Valley.

Information on the Resolution and timeline is being presented at the June 14th meeting as information. This will come to you for consideration at the June 28th meeting.

Funding and Liability Factors:
N/A

Council Options:
If Council has any questions please let us know as soon as possible so that we can work with John DuBose and Mike Ey to provide answers in advance of the meeting.

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Draft Resolution	6/5/2021	Exhibit
Draft Timeline	6/5/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. ____-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO EXPRESS THE INTENT OF COUNTY COUNCIL TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE PROPOSED DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE PROPOSED DISTRICT; TO PROVIDE FOR THE ADMINISTRATION OF THE PROPOSED DISTRICT; TO ORDER A NON-BINDING ADVISORY REFERENDUM ON THE ESTABLISHMENT OF THE PROPOSED DISTRICT; AND TO ORDER A PUBLIC HEARING ON THE ESTABLISHMENT OF THE PROPOSED DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines:

(a) Lancaster County is a body politic and corporate, a political subdivision of the State of South Carolina (the "State") and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended (the "Act"), the Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of *ad valorem* taxes or both.

(c) The powers conferred upon Council by the Act include the power to issue general obligation bonds of the County, payable from rates and charges imposed within the district and, if the revenue from the rates and charges are insufficient to service the debt, then from an *ad valorem* tax levied to service the debt.

(d) Fire protection services are provided in the Van Wyck area by a volunteer fire department funded in part by the County.

(e) Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

(f) Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

(g) Establishing the Van Wyck Fire Protection District in the manner and form contained in this resolution is consistent with the manner and form used by Council to establish fire protection districts in the Pleasant Valley area and Indian Land area.

(h) It is the purpose of this resolution to begin the process for establishing, pursuant to the Act, a fire protection district for the Van Wyck area, however, it is Council's intent to withhold final action on the establishment of the proposed fire protection district until a non-binding advisory referendum can be held in the proposed district.

(i) The establishment of the Van Wyck Fire Protection District satisfies the requirements and conditions set forth in Section 4-19-10 and Section 4-19-20 of the Act.

Section 2. Intent to Consider Establishment of the Van Wyck Fire Protection District.

It is Council's intent to consider the establishment of a fire protection district for the Van Wyck area of the County. Council will consider the establishment of the Van Wyck Fire Protection District (the "District") in accordance with the requirements and procedures in the Act. In addition, Council will not take final action on the passage of an ordinance providing for, among other things, the establishment of the District until after a non-binding advisory referendum is held in the Van Wyck area.

Section 3. Description of Area of the Van Wyck Fire Protection District.

The area to be designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then

along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc.; TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Section 4. Imposition of Rates and Charges.

It is the intent of the Council to impose rates and charges within the Van Wyck Fire Protection District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or pay debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District. The initial annual charge is expected to be set at ninety dollars ($90.00) for each equivalent residential unit (ERU). The ERU for specific properties is expected to be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

Section 5. General Obligation Bonds.

Council will be empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. The full faith, credit, and taxing power of the county must be irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Section 6. Administration of District.

(a)(1) It is the intent of the Council to appoint a commission consisting of five members to operate the Van Wyck Fire Protection District. The commission shall consist of four members who must reside within the Van Wyck Fire Protection District. The Fire Chief for the Van Wyck Fire Department, or the designee of the Van Wyck Fire Department, shall serve ex-officio and as a full voting member. The term of office for commission members is four years. It is Council's intent to stagger the terms of office. Two of the four initial appointments, determined by Council by lot, shall have a term that ends on June 30, 2023 and the other two shall have a term that ends on June 30, 2025. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; *provided, however,* upon a two-thirds vote of the Council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

(2) A member of the commission who misses three consecutive meetings of the commission during any fiscal year or a total of five meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the commission chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.

(3) Members of the commission serve at the pleasure of County Council.

(b) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the commission chair and the county administrator.

(c) The commission of the Van Wyck Fire Protection District shall organize itself by electing one of its members as chair and one as vice-chair whose terms must be for one year. The commission may provide for the election of any other officers it considers necessary.

(d) The commission shall meet at the call of the chair and at the times the chair or commission may determine. Meetings shall be held not less frequently than once each calendar quarter. Meetings of the commission shall be conducted in accordance with the Freedom of Information Act, codified as Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended.

(e) Within one (1) year of the member's appointment and at such other times as may be required by Council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a commission member.

(f) Annually, at the time designated by the county administrator or the county administrator's designee, the commission shall submit to the Council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.

(g) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the Council. The commission shall designate a person on the commission as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.

(h) The county shall include the commission in the annual independent audit of the financial records of the county.

(i) The commission is subject to the county's personnel policies including wage and salary guidelines.

Section 7. Non-Binding Advisory Referendum.

(a) Order to Hold Referendum. Council hereby orders a non-binding advisory referendum to be held in the area proposed to be designated as the Van Wyck Fire Protection District on Tuesday, November 2, 2021, at which time there shall be submitted to all persons qualified to vote under the Constitution and laws of the State of South Carolina the question set forth in subsection (c) of this section.

(b) Voting Precincts and Polling Places. The voting precincts or any portion thereof in the proposed Van Wyck Fire Protection District for the non-binding advisory referendum shall be those designated by Section 7-7-350 of the Code of Laws of South Carolina 1976, as amended. The polling places in each of such precincts shall be designated by the Lancaster County Registration and Election Commission (the "Commission"). The polls shall be opened at seven o'clock in the forenoon and closed at seven o'clock in the afternoon on the date fixed for the non-binding advisory referendum and shall be open during said hours without intermission or adjournment.

(c) Form of Ballot. The Commission is requested to cause the programming of voting machines for the ballot found below. To the extent necessary, the Commission shall cause to be printed a sufficient number of emergency ballots for use in the non-binding advisory referendum. The instructions must appear conspicuously at the top of the ballot face and must be printed in bold-face type at least as large as the largest type on the ballot. Upon approval by the Commission, the form of question on the ballot label to be used in the non-binding advisory referendum and the instructions to voters appearing thereon shall be in substantially the form set forth below. The format of the ballot may be changed to accommodate voting machines, but the form of question shall remain the same.

(FORM OF BALLOT)

"OFFICIAL BALLOT

NON-BINDING ADVISORY REFERENDUM
ESTABLISHMENT OF VAN WYCK FIRE PROTECTION DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA
TUESDAY, NOVEMBER 2, 2021

Precinct _____

No. _____

_____
Initials of Issuing Officer

– – – – – – – – – – – – – – –

OFFICIAL BALLOT
NON-BINDING ADVISORY REFERENDUM
ESTABLISHMENT OF VAN WYCK FIRE PROTECTION DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA
TUESDAY, NOVEMBER 2, 2021

Should the Lancaster County Council establish a fire protection district for the Van Wyck area of Lancaster County and fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection through the imposition of rates and charges within the area and to use any excess rates and charges for operation and maintenance purposes and be empowered to issue general obligation bonds of the county payable from the rates and charges and to the extent that the rates and charges are insufficient, payable from an *ad valorem* tax levied for the purpose of providing the permanent improvements and capital expenditures?

In favor of the question [ ][Yes]

Opposed to the question [ ][No]

If the voter wishes to vote in favor of the question, place a check or cross mark in the square after the words 'In favor of the question;' if the voter wishes to vote against the question, place a check or cross mark in the square after the words 'Opposed to the question.'"

(d) Qualification of Voters. Every person offering to vote must be at least eighteen (18) years of age and must be duly registered on the books of registration for Lancaster County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the non-binding advisory referendum, and must present a valid and current South Carolina driver's license, or other form of identification containing a photograph issued by the South Carolina Department of Motor Vehicles, or passport, or military identification containing a photograph issued by the federal government, or South Carolina voter registration card containing a photograph of the voter pursuant to Section 7-5-675, Code of Laws of South Carolina 1976, as amended. Any registered elector who has moved his or her place of residence within the area after the date on which said books of registration are closed for the non-binding advisory referendum, but before the date of the non-binding referendum, shall be entitled to vote fail safe, providing they qualify to vote in the election at the voter registration office on election day.

Absentee ballots for the non-binding advisory referendum shall be available at the office of the Lancaster County Registration and Election Commission. The books of registration shall be closed thirty (30) days before the non-binding advisory referendum.

(e) Notice and Form of Notice of Non-Binding Advisory Referendum (Section 7-13-35). The Council hereby ratifies, confirms and approves the publication of a notice of non-binding advisory referendum to be published in a newspaper of general circulation in Lancaster County in compliance with Section 7-13-35 of the Code of Laws of South Carolina 1976, as amended. Such notice shall be published sixty (60) days before the date of the non-binding advisory referendum and again two weeks thereafter.

(FORM OF NOTICE OF NON-BINDING ADVISORY REFERENDUM)

"NOTICE OF NON-BINDING ADVISORY REFERENDUM

ESTABLISHMENT OF VAN WYCK FIRE PROTECTION DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA
TUESDAY, NOVEMBER 2, 2021

NOTICE IS HEREBY GIVEN that on Tuesday, November 2, 2021, a non-binding advisory referendum will be held in the area in Lancaster County proposed as the Van Wyck Fire Protection District. The purpose of the non-binding advisory referendum is to submit to the qualified electors of the area the following question:

> Should the Lancaster County Council establish a fire protection district for the Van Wyck area of Lancaster County and fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection through the imposition of rates and charges within the area and to use any excess rates and charges for operation and maintenance purposes and be empowered to issue general obligation bonds of the county payable from the rates and charges and to the extent that the rates and charges are insufficient, payable from an *ad valorem* tax levied for the purpose of providing the permanent improvements and capital expenditures?
>
> In favor of the question [ ][Yes]
>
> Opposed to the question [ ][No]
>
> If the voter wishes to vote in favor of the question, place a check or cross mark in the square after the words 'In favor of the question;' if the voter wishes to vote against the question, place a check or cross mark in the square after the words 'Opposed to the question.'

The precincts or portions thereof within the area and locations of the several polling places for the non-binding advisory referendum are as follows:

Precincts	Polling Place
Gold Hill	Gold Hill AME Zion Church 9239 Van Wyck Road

Osceola (portion of)	Gold Hill AME Zion Church 9239 Van Wyck Road
Van Wyck	Community Center Old Hickory Road

The last day on which persons may register in order to be eligible to vote in the non-binding advisory referendum will be October 2, 2021. Absentee ballots for the non-binding advisory referendum shall be available at the office of the Lancaster County Registration and Election Commission. The process of examining the return-addressed envelopes containing absentee ballots will begin at 9:00 a.m. on the calendar day immediately preceding the day of the non-binding advisory referendum at the office of the Lancaster County Registration and Election Commission located at 101 North Main Street, Lower Level, County Administration Building in Lancaster, South Carolina.

A hearing on ballots challenged, if any, in the non-binding advisory referendum will be heard by the Lancaster County Registration and Election Commission at 10:00 a.m. on November 4, 2021 in the office of the Lancaster County Registration and Election Commission located at 101 North Main Street, Lower Level, County Administration Building, in Lancaster, South Carolina.

/s/ Chair, County Council, Lancaster County, South Carolina

/s/ Chair, Lancaster County Registration and Election Commission"

The Commission is authorized to insert the location of any omitted polling places or change any of the locations of polling places for the non-binding advisory referendum as deemed necessary or advisable and to split the precincts as necessary for voting purposes to match the boundaries of the District. Appropriate changes are authorized to be made in the Notice of Non-Binding Advisory Referendum.

(f) Lancaster County Registration and Election Commission. A certified copy of this resolution shall be filed with the Commission and the Commission is hereby requested to:

(1) join in the action of the Council in providing for the Notice of Non-Binding Advisory Referendum in substantially the form contained herein;

(2) prescribe the form of ballot to be used in the non-binding advisory referendum;

(3) arrange for polling places in each precinct, or any part of a precinct within the area;

(4) appoint Managers of Election;

(5) provide ballots and ballot boxes or voting machines for the non-binding advisory referendum;

(6) conduct the non-binding advisory referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the Council; and

(7) take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the non-binding advisory referendum.

Section 8. Public Hearing Ordered.

Pursuant to Section 4-19-20 of the Act, a public hearing shall be held by Council on the question of the establishment of the Van Wyck Fire Protection District. The public hearing shall be held on Monday, September 27, 2021, at 6:00 p.m. in Council Chambers, Second Floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or such other location in or around the building posted at the main entrance. The hearing shall be conducted publicly and both proponents and opponents of the proposed action will be given full opportunity to be heard.

Section 9. Public Notice.

As required by Section 4-19-20 of the Act, notice of the public hearing ordered in Section 8 must be published once a week for three successive weeks in a newspaper of general circulation in the County provided that the date of the public hearing must not be less than sixteen days following the first publication of the notice. The form of the notice is attached to this resolution as Exhibit A and it is incorporated herein by reference as if the notice were set out in this resolution in its entirety. By adoption of this resolution, Council approves the notice.

Section 10. Effective Date.

This resolution is effective upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

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AND IT IS SO RESOLVED

Adopted this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to County

Approved as to form:

_____
John K. Dubose III, County Attorney

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Exhibit A to Resolution No. ____-R2021

NOTICE OF PUBLIC HEARING

A public hearing is scheduled for Monday, September 27, 2021, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on the proposed establishment of the Van Wyck Fire Protection District. The hearing will be conducted publicly and both proponents and opponents will be given full opportunity to be heard.

The boundary of the area to be included in the proposed Van Wyck Fire Protection District is as follows: The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc.; TMS No. 0019-00-033.00 (crossing back over

Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District). The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District. The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District). The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Ad valorem taxes will not be levied within the proposed Van Wyck Fire Protection District for the operation and maintenance of it.

Rates and charges will be imposed within the Van Wyck Fire Protection District for the purpose of paying directly, or paying for indebtedness incurred, to fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District. County Council will be empowered to issue general obligation bonds of the county, payable from an *ad valorem* tax. It is the County Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage

(https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with an appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

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VAN WYCK FIRE PROTECTION DISTRICT
Schedule for Creation with Advisory Referendum

If Council desires to create a fire protection district for the Van Wyck area and to have a non-binding advisory referendum, the following is a possible schedule for Council's consideration of the matter. This schedule should only be used as a guide. The actual schedule may vary because of publication dates for newspapers, holidays, etc.

-- ***June 14, 2021***:	Council receives briefing on creation of fire protection district.
-- ***June 28, 2021***:	Council adopts resolution setting public hearing and providing for non-binding referendum.
-- August 28, 2021:	Publish first Section 7-13-35 notice of non-binding advisory referendum.
-- September 4, 2021:	Publish first notice of Section 4-19-20 public hearing.
-- September 11, 2021:	Publish second notice of Section 4-19-20 public hearing.
	Publish second Section 7-13-35 notice of non-binding advisory referendum.
-- September 18, 2021:	Publish third notice of Section 4-19-20 public hearing.
-- ***September 27, 2021***:	Council conducts Section 4-19-20 public hearing.
-- October 2, 2021:	Last day to register in order to be eligible to vote in the referendum.
-- ***October 25, 2021***:	Council gives first reading to ordinance to create VWFPD.
-- October 30, 2021:	Publish notice of Section 6-1-330 public hearing.
	Publish notice of Section 4-9-130 public hearing.
-- NOVEMBER 2, 2021:	Non-binding advisory referendum held.
-- ***November 8, 2021***:	Council gives second reading to ordinance to create VWFPD.
-- ***November 22, 2021***:	Council conducts Section 6-1-330 public hearing.
	Council conducts Section 4-9-130 public hearing.
	Council gives third reading to ordinance to create VWFPD.
-- November 27, 2021:	Publish first notice of Council action.
-- December 4, 2021:	Publish second notice of Council action.
-- December 25, 2021:	Expiration of period to contest action.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1726 - HELD
Contact Person / Sponsor: Kimberly Belk/Administration and Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Update to the County Capital Improvement Plan beginning July 2021-June 2031.

Points to Consider:
Historically the revised plan has included items over $100,000 and been adopted every five years. The last one was adopted in 2017.

This will be an active CIP with budget staff planning to post it online and give bi-annual status updates. Budget staff also recommends revisiting the plan annually with Council.

We need to update the CIP to include impact fee items as well as Capital Project Sales Tax 3 items. This version does not include the airport any longer, as FAA regulations require us to pass an annual airport CIP that makes necessary changes. After talking with the County's airport consultant, the decision was made to remove it from the county-wide CIP and track it separately.

This document has been amended since the version previously presented to Council at the Jan. 19 Committee of the Whole Meeting to include: office space for the Coroner's office and the recreation bond projects which were approved by referendum and the majority of construction will take place in next fiscal year.

Funding and Liability Factors:
This document serves as a financial plan for capital expenditures.

Council Options:
Approve or deny the Ordinance.

Recommendation:
Planning Commission recommended approval.
Staff recommends approval.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1725 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to Impose a Parks and Recreation Development Impact Fee.

Points to Consider:
The Parks & Recreation development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Parks & Recreation facility system improvement needs.

The proposed residential parks and recreation development impact fee schedule is as follows:

Development Type	Parks & Recreation
Residential (per housing unit)	
Single Family Detached	$784
Single Family Attached	$666
Multifamily	$557

The proposed 3rd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Amendment of the proposed development milestone is the only change in the proposed 3rd reading version.

If the 3rd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or Disapprove imposition of a Parks and Recreation Impact Fee

Recommendation:
Not Applicable

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1722 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to impose a Fire Development Impact Fee

Points to Consider:
There is an existing assessment district for the Pleasant Valley Fire District located within the Greater Panhandle Service Area that would receive a credit on the proposed fire impact fees.

The proposed residential fire development impact fees are as follows:

Greater Panhandle:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,184
Single Family Attached	$1,006
Multifamily	$841

Pleasant Valley:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,018
Single Family Attached	$865
Multifamily	$723

The non-residential fire development impact fees are as follows:

Greater Panhandle

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,478
Office	$502
Industrial	$255
Warehouse	$90
Healthcare	$552
Institutional	$1,005

Pleasant Valley

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,363
Office	$463
Industrial	$236
Warehouse	$83
Healthcare	$509
Institutional	$927

County Council must decide upon an effective date for the imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or disapprove imposition of the fire development impact fee.

Recommendation:
Not Applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1723 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to impose an EMS development impact fee.

Points to Consider:
The EMS development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on EMS facility system improvement needs.

The proposed Residential impact fees are as follows:

Development Type	EMS
Residential (per housing unit)	
Single Family Detached	$139
Single Family Attached	$118
Multifamily	$98

The proposed non-residential EMS impact fees are as follows:

Development Type	EMS
Nonresidential (per 1,000 square feet)	
Retail	$72
Office	$24
Industrial	$12
Warehouse	$4
Healthcare	$27
Institutional	$49

The impact fees have been calculated so that new development pays for its proportionate share of the cost of maintaining current levels of service for EMS services.

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are subject to imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approval or disapproval of imposition of an EMS development impact fee

Recommendation:
Not applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1724 - DEFERRED
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Administration
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Whether to impose a Sheriff Development Impact Fee.

Points to Consider:
The Sheriff development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Sheriff facility system improvement needs.

The proposed residential Sheriff development impact fee is as follows:

Development Type	Sheriff
Residential (per housing unit)	
Single Family Detached	$126
Single Family Attached	$107
Multifamily	$90

The proposed non-residential Sheriff development impact fee schedule is as follows:

Development Type	Sheriff
Nonresidential (per 1,000 square feet)	
Retail	$158
Office	$54
Industrial	$27
Warehouse	$10
Healthcare	$59
Institutional	$107

County Council must decide upon an effective date for the imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be

refunded.

Council Options:
Approval or disapproval of the Sheriff Development impact fee

Recommendation:
Not applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1728 / Planning Case Number: UDO-TA-2020-2957 - DEFERRED
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 6/14/2021

Issue for Consideration:
Amend Unified Development Ordinance (UDO) Section 2.5.3, Section 5.5.12, Section 5.12.3 and Section 5.12.4 to modify those zoning districts in which an outdoor shooting range is a permissible use and to modify those regulations concerning how an outdoor shooting range may be permitted, as well as providing for turkey shoots as a temporary use in certain zoning districts and the standards by which turkey shoots may be approved.

The intent of the proposed ordinance is to expand opportunities where shooting may occur and to specifically address turkey shoots, which had been omitted from the 2016 UDO.

Points to Consider:
The following sections of the UDO are proposed to be amended:

Section 2.5.3, Use Table: Amend to allow Shooting Range, Outdoor as a permissible use in the Rural Residential (RR), Rural Neighborhood (RN) and Open Space Preservation (OSP) Districts, subject to approval of a special exception permit, and to remove the use from the Light Industrial (LI) and Heavy Industrial (HI) Districts.

Section 5.5.12, Shooting Range, Outdoor: Amend to revise the various standards for the use, including: expanding upon how the use may be approved in certain zoning districts; replacing the existing buffering and separation requirements with an enhanced setback requirement; and providing greater clarity to the other various provisions.

Section 5.12.3, Temporary Uses Limited to Specific Districts: Amend to allow Turkey Shoots as an allowable temporary use all zoning districts other than the PDD unless specifically allowed for as part of the PDD Ordinance or associated Development Agreement. There would be no maximum duration for each turkey shoot temporary use.

Section 5.12.4, Temporary Uses with Specific Requirements: Amend to state that turkey shoots shall be subject to compliance with S.C. Code Section 16-23-440, as amended, regarding discharging firearms. No further requirement or regulation is proposed.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed text amendment.

Recommendation:
At its meeting of March 16, 2021, the Planning Commission voted 5-2 (Neely and Jones against) to recommend **approval** of the proposed text amendment. The Commission did suggest that further fine tuning of the ordinance may be needed by County Council. Several member of the public spoke on the proposed amendment with comments including, but not limited to, the 1/2 mile setback being excessive; that the hours of operation needing to be adjusted; reference to external documents; and separation distance needing to be clarified. The version of the text amendment attached addresses the concerns of the Planning Commission, as well as those expressed concerns of the public.
Staff recommends approval of the text amendment.