

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 Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

January 24, 2022

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 Terry Graham**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. Audit Presentation of the Annual Comprehensive Financial Report For the Fiscal Year Ended June 30, 2021 for Lancaster County - Presented by Grant Davis, CPA, Director, Mauldin & Jenkins and Subsidiaries, LLC
6. **Citizens Comments**
[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written 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 January 10, 2022 County Council Regular Meeting

- b. 3rd Reading of Ordinance 2021-1768 regarding Rezoning Property Located at 327 Monroe Highway from LDR to GB (Applicants William and Blanca Cox)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.07 Acre Parcel Of Property (TMS# 0061P-0D-003.00), Located At 327 Monroe Highway, Lancaster, South Carolina, From LDR, Low Density Residential District, To GB, General Business District.- ***Planning Department Case Number: RZ-2021-2327. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the rezoning. Passed 7-0 at the December 13, 2021 County Council Meeting. Passed 6-0 at the January 10, 2022 County Council Meeting (Terry Graham Absent). - Rox Burhans***
- c. 3rd Reading of Ordinance 2021-1790 regarding Termination of a Public Safety or Fire Protection Charge in the Preserve at Tree Tops Effective Upon the Imposition of Charges in the Van Wyck Fire Protection District
Ordinance Title: An Ordinance To Terminate The Imposition And Collection Of A Public Safety Or Fire Protection Rate Or Charge In The Preserve At Tree Top Development Effective Upon The Imposition And Collection Of Rates And Charges In The Van Wyck Fire Protection District. - ***Passed 6-0 at the December 13, 2021 County Council Meeting (Larry Honeycutt Absent). Passed 6-0 at the January 10, 2022 County Council Meeting (Terry Graham Absent). - John DuBose***
- d. 3rd Reading of Ordinance 2021-1791 regarding Amending Ordinance 2021-1761 by Substituting A Corrective Map for the School Development Impact Fee
Ordinance Title: An Ordinance To Amend Ordinance 2021-1761 By Substitution Of A Corrective Map That Accurately Reflects The School Development Impact Fee Collection Area And By Inclusion Of An Updated And Corrected School Development Impact Fee Study And Capital Improvement Plan. - ***Passed 7-0 at the December 13, 2021 County Council Meeting. Passed 6-0 at the January 10, 2022 County Council Meeting (Terry Graham Absent). - John DuBose***

8. Non-Consent Agenda

- a. 3rd Reading of Ordinance 2021-1769 regarding Approval of a Development Agreement with Arbor Construction, LLC
Ordinance Title: An Ordinance To Approve A Development Agreement With Arbor Construction, LLC, In Connection With A Major Subdivision Preliminary Plat SD-2021-0528, Which Proposes A 92-Lot Single-Family Cluster Subdivision Overlay District (CSO) Development, Establishing The Regulations For The Development Of The Property, And Other Matters Related Thereto. - ***Planning Department Case Number: DA-2021-0528. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the project. Passed 6-0 at the December 13, 2021 County Council Meeting (Larry Honeycutt Absent). Passed 6-0 at the January 10, 2022 County Council Meeting (Terry Graham Absent). - Rox Burhans***
- b. Public Hearing and 3rd Reading of Ordinance 2021-1792 regarding a First Amendment to Nutramax Laboratories' 2018 Fee Agreement
Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To The Fee Agreement By And Among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., And Lancaster County, South Carolina, Dated As Of November 26, 2018 - ***Passed 6-0 at the December 13, 2021 County Council Meeting (Larry Honeycutt Absent). Passed 6-0 at the January 10, 2022 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***
- c. Public Hearing and 2nd Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan
Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This

Ordinance; And To Adopt Other Matters Related Thereto. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose/Redistricting Study Committee Chair Brian Carnes***

- d. Public Hearing and 1st Reading of Ordinance 2022-1794 regarding Approving a First Amendment to the Development Agreement for The Reserve at Barber Rock

Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Between Bonterra Builders, LLC And Lancaster County For The Reserve At Barber Rock To Remove Approximately 1.017 Acres Of Real Property From The Development Agreement And To Authorize Execution And Delivery Of The First Amendment To The Development Agreement With Bonterra Builders, LLC. - ***Planning Department Case Number: DA-2019-0803. The Planning Commission recommended approval by a vote of 6-0 and the Planning staff also recommend approval of the request. - Rox Burhans***

9. **Discussion and Action Items**

- a. Approval of Appointment to the Board of Assessment Appeals
- Nakisha Procope to the Board of Assessment Appeals as the District 1 representative to fill a four year term that will expire on 06/30/2025 (1st Term)
- b. Lancaster County EMS Donation - Dennis Marstall/Clay Catoe
- c. Approval of the Proposed Update to the Lancaster County Prioritized Community Needs List - Dennis Marstall

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

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. ***Legal Briefings regarding Pending or Threatened Litigation Matters. SC Code 30-4-70(a)(2).***

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.mylancasteresc.org

***Meetings are live streamed and can be found by using the following link:
<https://www.youtube.com/channel/UCgS1MrcYjcYcu1m-e6TV54w>***

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Veronica C. Thompson, CFO

Department: Finance

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

On January 12, the County Council was presented with a copy of the audit and financial results for the fiscal year ended, June 30, 2021. Due to the challenging year with the covid and employee turnover, the report was issued later than usual but we were able to meet the State's deadline for submission -- January 1, 2022.

We want to recognize and commend the current and new staff for their hard work in helping get this project completed:

Monique Beasley- Accounting Supervisor

Dena Adams, Fiscal Analyst

Dedra Brown, Accounts Payable Analyst

Amber Plyer, Fiscal Analyst

Kimberly Belk, Budget Director

Graham Shuford, Budget Analyst

Especially, want to highlight Monique Beasley, who only recently joined the County workforce, but was instrumental in working with the auditors

Points to Consider:

Highlights of the report can be found in the Management's Discussion and Analysis beginning on page 4 of the report, with no substantive issues being identified. The County ended fiscal year 2021 fiscally sound and we look forward to continuing that into the upcoming fiscal years under County Administrator Marstall's leadership.

Grant Davis, CPA of Mauldin & Jenkins will be presenting the results to Council. The Auditor's Discussion and Analysis is attached for your review.

Funding and Liability Factors:

N/A

Council Options:

N/A

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Auditor's Discussion & Analysis	1/14/2022	Presentation

Lancaster County, South Carolina



Auditor's Discussion & Analysis (AD&A) ***Financial & Compliance Audit Summary*** ***June 30, 2021***

Presented by:

**MAULDIN
& JENKINS**
CPAs & ADVISORS

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

PURPOSE OF ANNUAL AUDITOR'S DISCUSSION AND ANALYSIS

- ◆ Engagement Team and Firm Information:
 - The Governmental Practice
 - Additional Information Regarding Other Industries & Services
- ◆ Overview of:
 - Independent Auditor's Report
 - Compliance Reports (Internal Controls and Laws & Regulations)
 - Audit Scopes and Procedures
- ◆ Required Communications under *Government Auditing Standards*.
- ◆ Accounting Recommendations and Related Matters:
 - Matters for Communication
- ◆ Free Continuing Education and Newsletters
- ◆ Closing Thoughts
- ◆ Answering Your Questions.



Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

General Information:

- Founded in ~1918. Approx. 300 personnel. Large regional Southeastern firm.
- Offices in Macon, Atlanta, Albany, Savannah, Bradenton, Sarasota, Chattanooga, Columbia, Birmingham, Huntsville, Athens, and Florence.



Governmental Sector:

- Serve more governmental entities in the Southeast than any other firm with over 110,000 hours annually.
- Largest industry niche served by Firm (28% of Firm).
- Over 120 people with current governmental experience.
- **In past three (3) years, we have served approx. 550 governments:**
 - ✓ 60 counties and 140 cities
 - ✓ 60 school systems and 40 charter schools
 - ✓ 50 state entities
 - ✓ 60 stand-alone business-type special purpose entities (water/sewer, transit, gas, electric, and airports, etc.)
 - ✓ 150 stand-alone governmental special purpose entities (housing, development, industrial, other educational, health & welfare, retirement, libraries, etc.)
 - ✓ **140 governments awarded the GFOA's and/or ASBO's Financial Reporting Certificates**
- Experience performing forensic audit services and information technology consultations.
- Experience performing municipal bond debt issuance attestation services serving approx. 50 clients with over \$11 billion in aggregate publicly issued debt instruments.
- Considered to be in the Top 20 total number of Single Audits conducted in U.S.A.

Engagement Team Leaders Include:

- David Irwin - Engagement Lead Partner – 18 years' experience
- Miller Edwards - Quality Assurance Partner – 35 years' experience
- Grant Davis – Engagement Director – 9 years' experience



Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

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MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Southeastern economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition & Expansion Financing

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

INDEPENDENT AUDITOR'S REPORT

The independent auditor's report has specific significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of management.

Auditor's Responsibility

Our responsibility, as external auditors, is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinions

We have issued an unmodified audit report (i.e., "clean opinions"). The respective financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended June 30, 2021.

Emphasis of a Matter

The financial statements reflect the implementation of a certain new pronouncement, and our opinions are not modified with respect to it.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

REVIEW OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

General Information about the ACFR

An Annual Comprehensive Financial Report (ACFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. An ACFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the County's structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
 - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
 - Independent Auditor's Report
 - Management's Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, and demographic information useful in assessing the County's economic condition. This information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

An ACFR goes far beyond the basic requirements of annual financial reporting, and the County should be commended for going beyond the minimum and providing such a report.

Recognition and Award

Once completed, the fiscal year 2020 ACFR was submitted to the Government Finance Officers Association (GFOA) for determination if the report would merit the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We are happy to inform everyone that the GFOA did indeed review the ACFR and awarded the County with the sought after Certificate.

The GFOA Certificate has been made a part of the County's 2021 fiscal year ACFR and is included in the Introductory Section.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

OVERVIEW OF FINANCIAL STATEMENTS

The financial statements as presented to you today include the basic financial statements as well as Management's Discussion and Analysis as prepared by County management.

The County's basic financial statements include three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the County's funds. The *Statement of Net Position* presents information on all assets and liabilities of the County, with the difference between the two reported as net position. The *Statement of Activities* presents information showing how the County's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

General Fund

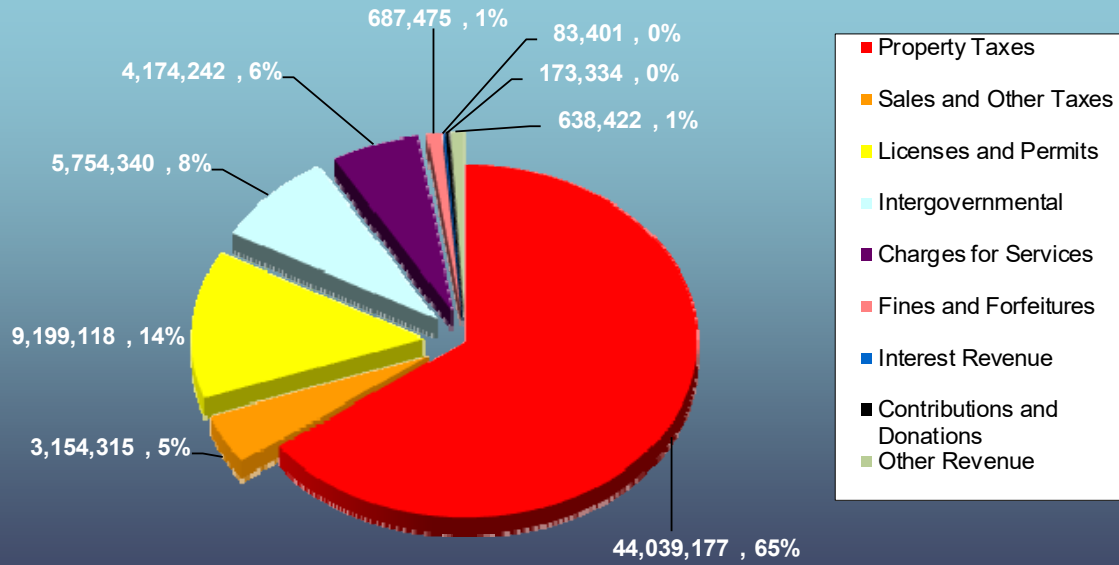
Of primary interest to the County is the General Fund, which accounts for the majority of revenues received and funds expended in the operations of the County, including administration, judicial activities, public safety, public works, parks and recreation, and community service. The following charts present the sources of revenues and the expenditures of the General Fund for the fiscal year ended June 30, 2021:

Lancaster County, South Carolina

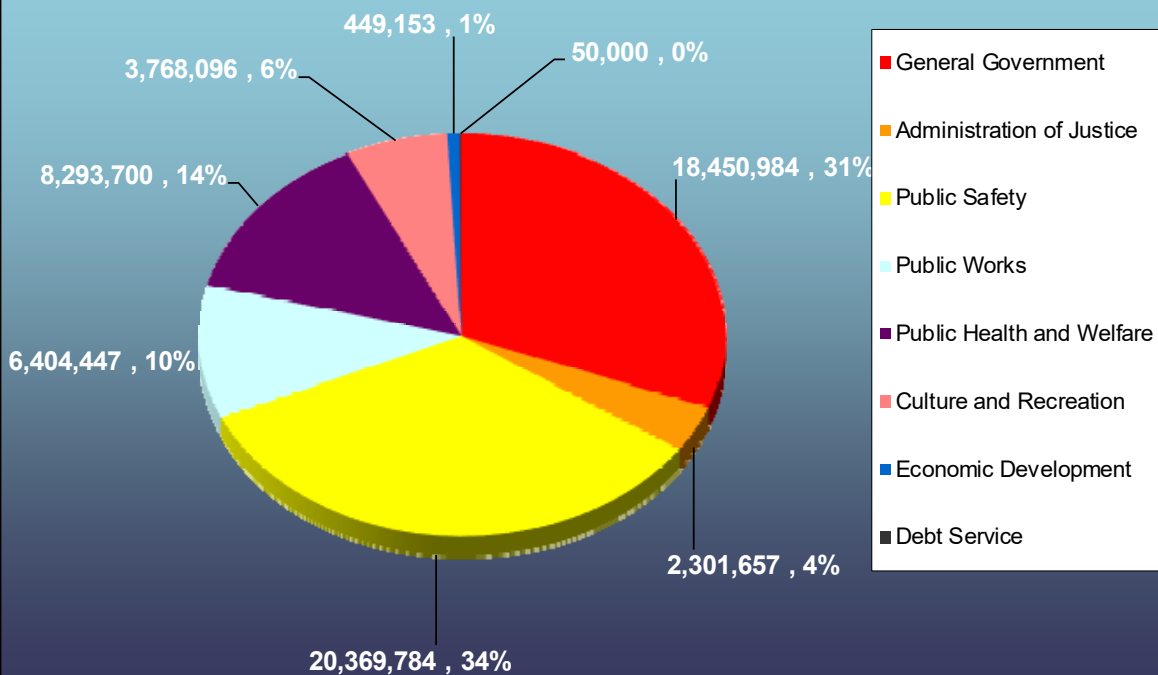
Auditor's Discussion & Analysis (AD&A)

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General Fund Revenues - June 30, 2021



General Fund Expenditures - June 30, 2021



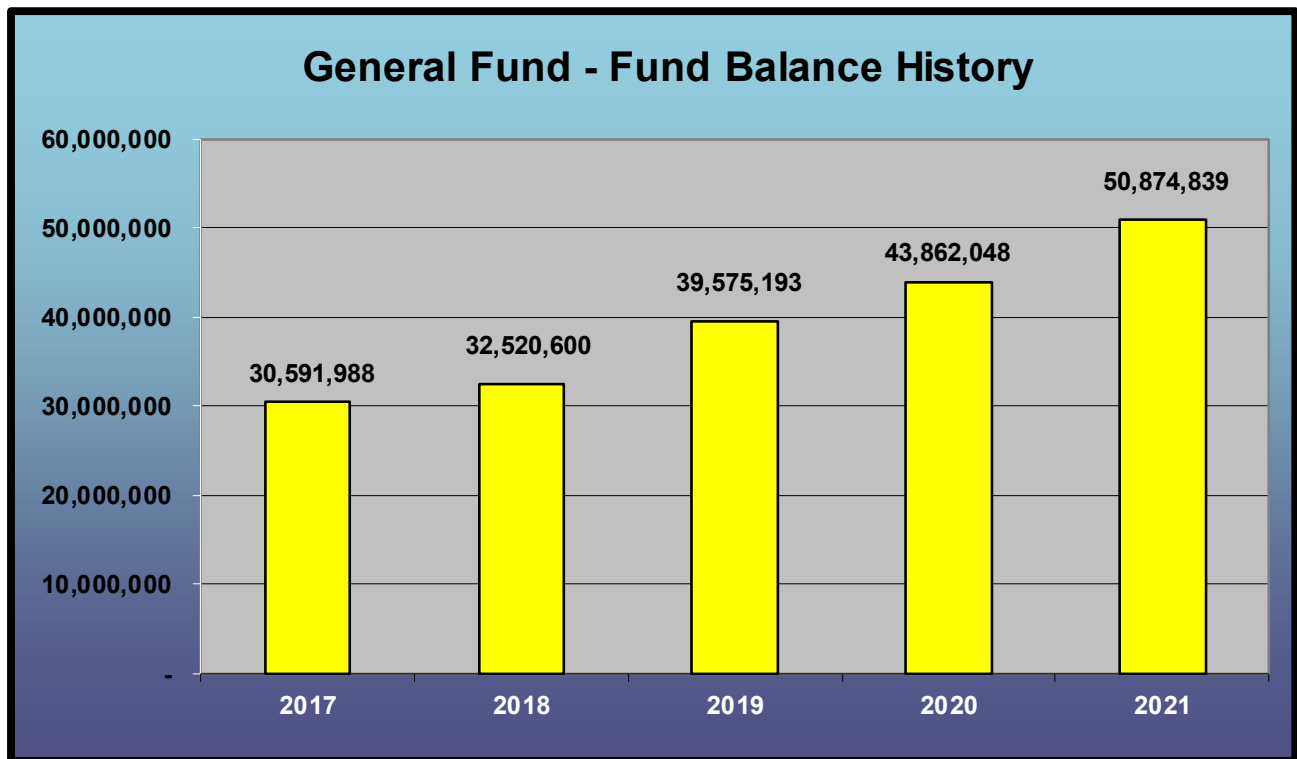
Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Total fund balance of the General Fund at June 30, 2021, was \$50,874,839. Fund balance does not necessarily equal cash on hand and available to spend. Fund balance is the difference between assets and liabilities, only a portion of which is cash available to be spent. While the General Fund has cash and cash equivalents and investments on hand at June 30, 2021 of \$88,328,878, the General Fund also has \$43,160,749 in current liabilities due to outside parties, other funds, and employees. The County's General Fund also has deferred inflows of resources totaling \$5,906,481, which consists of unavailable revenues. Additionally, the General Fund incurs expenditures of approximately \$5.0 million per month.

The following is a history of the total ending fund balance of the General Fund over the past five years:



Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

COMPLIANCE REPORTS

Last, but not least, two (2) reports on compliance and internal controls are included.

The first report is based on our tests of the County's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion, but to provide a form of negative assurance as to the County's internal controls and compliance with applicable rules and regulations. This report and the procedures performed are required by *Government Auditing Standards* as issued by the U. S. Government Accountability Office (GAO).

The second report is based on our tests of the County's internal controls and compliance with laws, regulations, etc. relative to the federal award expenditures reported for the fiscal year ended as required by the Single Audit Act and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). In this report we do provide an opinion on compliance that could have a direct and material effect on the County's major federal program for the respective year ended.

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under *Government Auditing Standards* and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of Lancaster County, South Carolina (the "County") for the year ended June 30, 2021, was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the County's internal control or compliance with laws and regulations.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the County. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the County's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The County's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculation in evaluating the County's significant accounting policies. Estimates significant to the financial statements include such items the estimated lives of depreciable assets, and the estimated allowance for uncollectible accounts.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Audit Adjustments

During our audit of the County's basic financial statements as of and for the year ended June 30, 2021, there were several adjustments proposed to the funds of the County. All adjustments have been discussed with management and posted by management.

Uncorrected Misstatements

We had no passed adjustments.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the County.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Independence

We are independent of the County, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Certified Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Recommendation for Improvement and Other Matters

During our audit of the financial statements as of and for the year ended June 30, 2021, we noted an area within the accounting and internal control systems that we believe can be improved. Our recommendation (also commonly referred to as a management point) is presented in the following paragraph. We believe consideration of this recommendation will help provide proper control over financial activities and add effectiveness and efficiency to overall operations.

Recommendation for Improvement (Management Point)

1) Information Technology and Cybersecurity

The Information Technology environment is characterized by rapid change and there has been no shortage of headlines about cybersecurity attacks. While breaches of large organizations have been very high profile and have received a lot of press coverage, organizations of all sizes face the same types of threats and are experiencing similar breaches. Many organizations are still struggling to effectively address cybersecurity issues; however, they are no longer ignoring them. During the performance of our audit of the financial statements of Lancaster County, we noted that the organization is lacking some elements of a Cybersecurity Framework or Cybersecurity Risk Management Program (CRMP). A functioning CRMP will assist the County with comprehensively identifying cybersecurity weaknesses, potential threats and risks, and controls used to safeguard information and systems. We recommend that the entity investigate and consider implementation of a CRMP covering: Cybersecurity risk assessment, identification of sensitive data, use of strong passwords, software updates/patching cadence, audit security measures, and monitoring and testing of controls in place.

Further, any risk assessment and control activities, as they relate to information technology, need to be monitored and reviewed on a regular basis. During our review we noted that the County is utilizing an IT framework in evaluating its cybersecurity risk management. However, we recommend that the framework currently being used by management add a monitoring component as new IT risks can emerge, controls and other mitigations can lose effectiveness, and new procedures can be deployed to address changing risk. A regular review or monitoring component to an IT framework is a key part of an effective internal control framework and risk management process.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Summations of Thoughts Noted Above

We believe the implementation of this suggestion will enhance both the control environment and the financial reporting process, making both more effective. We also believe this recommendation can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measure. If you have any questions regarding any comment, suggestion or recommendation set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

Other Matters for Communication to the Board and Management

New Standards and Pronouncements

During our audit of the financial statements as of and for the year ended June 30, 2021, we noted other matters which we wish to communicate to you in an effort to keep the County abreast of accounting matters that could present challenges in financial reporting in future periods.

1) New Governmental Accounting Standards Board (GASB) Pronouncements



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 87, Leases** was issued in June 2017 and is effective for the first reporting period beginning after December 15, 2019. However, in light of the COVID-19 Pandemic, on April 15, 2020, the GASB has proposed to postpone the effective date of this pronouncement for **one additional year. (County's fiscal year ended June 30, 2022).** This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the principle that a lease is the financing of the right to use an underlying asset.

Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Lancaster County, South Carolina

Auditor's Discussion & Analysis (AD&A)

June 30, 2021

Definition of a Lease: A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this Statement.

Lease Term: The lease term is defined as the period during which a lessee has a non-cancelable right to use an underlying asset, plus the following periods, if applicable:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option;
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option;
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option;
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised. Lessees and lessors should reassess the lease term only if one or more of the following occur:

- The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option;
- The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option;
- An event specified in the lease contract that requires an extension or termination of the lease takes place.

Short-term Leases: A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract.

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Lessee Accounting: A lessee should recognize a lease liability and a lease asset at the commencement of the lease term unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A lessee should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

Lessor Accounting: A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

Contracts with Multiple Components and Contract Combinations: Generally, a government should account for the lease and non-lease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part of the same lease contract and should be evaluated in accordance with the guidance for contracts with multiple components.

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Lease Modifications and Terminations: An *amendment* to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by re-measuring the lease liability and adjusting the related lease asset by a lessee and re-measuring the lease receivable and adjusting the related deferred inflows of resources by a lessor.

Subleases and Leaseback Transactions: Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.

- b) **Statement No. 91, Conduit Debt Obligations** was issued in May 2019 and is effective for the first reporting period beginning after December 15, 2020, meaning for those with year ends of December 31, 2021, and beyond. However, in light of the COVID-19 Pandemic, on April 15, 2020, the GASB has proposed to postpone the effective date of this pronouncement for one additional year.

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

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A conduit debt obligation is defined as a debt instrument meeting all of the following characteristics:

- There are at least three parties involved: (1) an issuer, (2) a third-party obligor, and (3) a debt holder (or a debt trustee);
- The issuer and the third-party obligor are not within the same financial reporting entity;
- The debt obligation is not a parity bond of the issuer, nor is it cross-collateralized with other debt of the issuer;
- The third-party obligor (or its agent), not the issuer, ultimately receives the proceeds from the debt issuance;
- The third-party obligor, not the issuer, is primarily obligated for the payment of all amounts associated with the debt obligation (debt service payments).

All conduit debt obligations involve the issuer making a limited commitment. Some issuers extend additional commitments or voluntary commitments to support debt service in the event the third party is, or will be, unable to do so.

An issuer should not recognize a conduit debt obligation as a liability. However, an issuer should recognize a liability associated with an additional commitment or a voluntary commitment to support debt service if certain recognition criteria are met. As long as a conduit debt obligation is outstanding, an issuer that has made an additional commitment should evaluate at least annually whether those criteria are met. An issuer that has made only a limited commitment should evaluate whether those criteria are met when an event occurs that causes the issuer to reevaluate its willingness or ability to support the obligor's debt service through a voluntary commitment.

This Statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

Issuers should not report those arrangements as leases, nor should they recognize a liability for the related conduit debt obligations or a receivable for the payments related to those arrangements. In addition, the following provisions apply:

- If the title passes to the third-party obligor at the end of the arrangement, an issuer should not recognize a capital asset.

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- If the title does not pass to the third-party obligor and the third party has exclusive use of the entire capital asset during the arrangement, the issuer should not recognize a capital asset until the arrangement ends.
- If the title does not pass to the third-party obligor and the third party has exclusive use of only portions of the capital asset during the arrangement, the issuer should recognize the entire capital asset and a deferred inflow of resources at the inception of the arrangement. The deferred inflow of resources should be reduced, and an inflow recognized, in a systematic and rational manner over the term of the arrangement.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

- c) **Statement No. 93, *Replacement of Interbank Offered Rates*** was issued in March 2020 and is effective for reporting periods ending after December 31, 2021, meaning June 30, 2022, for the County.

As a result of global reference rate reform, the London Interbank Offered Rate ("LIBOR") is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. This Statement achieves that objective by:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap

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- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap
- Clarifying the definition of reference rate, as it is used in Statement 53, as amended.

d) **Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*** was issued in March 2020 and is effective for fiscal years beginning after June 15, 2022, which means year ends of June 30, 2023, and following.

This statement was issued by the GASB to address a gap in generally accepted accounting principles: how do we account for these type arrangements that do not meet the definition of a service concession arrangement (SCA) covered by GASB Statement No. 60?

Statement No. 94 requires that Public-Private Partnerships and Public-Public Partnerships ("PPPs") that meet the definition of a lease apply the guidance in Statement No. 87, *Leases* if: (a) existing assets of the transferor are the only underlying PPP assets, (b) improvements are not required to be made by the operator to those existing assets as part of the PPP arrangement, and (c) the PPP does not meet the definition of an SCA. All other PPPs that will not apply the guidance in Statement No. 87 will generally use the accounting guidance contained in Statement No. 60 which was superseded by this new standard.

Statement No. 94 also establishes accounting and financial reporting requirements for availability payment arrangements (APAs). As defined in this statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. An APA that is related to designing, constructing, and financing a nonfinancial asset in which ownership of the asset transfers by the end of the contract should be accounted for by the government as a financed purchase of the underlying asset.

e) **Statement No. 96, *Subscription-Based Information Technology Arrangements*** was issued in May 2020 and is effective for fiscal years beginning after June 15, 2022, which means year ends of June 30, 2023, and following.

This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This statement: 1) defines an SBITA; 2) establishes that an SBITA results in a right-to-use subscription asset — an intangible asset — and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of an SBITA; and 4) requires

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note disclosures regarding an SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

An SBITA is defined as a contract that conveys control of the right to use another party's (an SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which a government has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend (if it is reasonably certain that the government or SBITA vendor will exercise that option) or to terminate (if it is reasonably certain that the government or SBITA vendor will not exercise that option).

Under this statement, a government generally should recognize a right-to-use subscription asset — an intangible asset — and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of: 1) the initial subscription liability amount, 2) payments made to the SBITA vendor before commencement of the subscription term, and 3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with an SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting an SBITA vendor. Outlays in this stage should be expensed as incurred.

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- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be capitalized as an addition to the subscription asset.
- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to an SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

- f) **Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*** was issued in June 2020 and is effective for fiscal years beginning after June 15, 2021, (year ends of June 30, 2022, and following).

The primary objectives of this statement are to: 1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; 2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other post-employment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and 3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

This statement requires that for purposes of determining whether a primary government is financially accountable for a potential component unit, except for a potential component unit that is a defined contribution pension plan, a defined contribution OPEB plan, or an other employee benefit plan (for example, certain Section 457 plans), the absence of a governing board should be treated the same as the appointment of a voting majority of a governing board if the primary government performs the duties that a governing board typically would perform. This statement also requires that the financial burden criterion in paragraph 7 of Statement No. 84, *Fiduciary Activities*, be applicable to only defined benefit pension plans and defined benefit OPEB plans that are administered through trusts.

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This statement: 1) requires that a Section 457 plan be classified as either a pension plan or an other employee benefit plan depending on whether the plan meets the definition of a pension plan, and 2) clarifies that Statement 84, as amended, should be applied to all arrangements organized under IRC Section 457 to determine whether those arrangements should be reported as fiduciary activities.

g) Other Pending or Current GASB Projects. As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Re-examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates issuing an initial due process document on this project by the end of 2018 with a final standard expected in early 2022.
- **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in 2023.
- **Compensated Absences** is technical topic being examined by the GASB currently due to significant changes in benefits offered by governmental employers. Current GAAP does not address certain items such as paid time off (PTO) and there is a wide divergence in practice. A final standard on this topic is expected towards the end of 2021.
- **Prior Period Adjustments, Accounting Changes, and Error Corrections** is a technical topic being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. A final standard on this topic is expected in early 2022.

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Auditor's Discussion & Analysis (AD&A)

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FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free continuing education (quarterly is the goal and objective) for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope County staff and officials have been able to participate in this opportunity, and that it has been beneficial to you.

"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA) Council Member

"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director



Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- American Recovery & Reinvestment Act (ARRA) Updates
- Best Budgeting Practices, Policies and Processes
- ACFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Evaluating Financial and Non-Financial Health of a Local Government
- GASB No. 51, Intangible Assets
- GASB No. 54, Governmental Fund Balance (subject addressed twice)
- GASB No. 60, Service Concession Arrangements (webcast)
- GASB No. 61, the Financial Reporting Entity (webcast)
- GASB No.'s 63 & 65, Deferred Inflows and Outflows (webcast)
- GASB No.'s 67 & 68, New Pension Stds. (presented several occasions)
- GASB No. 72, Fair Value Measurement and Application
- GASB No.'s 74 & 75, OPEB
- GASB No. 77, Tax Abatement Disclosures
- GASB Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Information Technology Risk Management

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- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees the Uniform Guidance for New Single Audits
- SPLOST Accounting, Reporting & Compliance

Governmental Newsletters. We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to dirwin@mjcpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

CLOSING

This information is intended solely for the use of the County's management, and others within the County's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve the Lancaster County, South Carolina and look forward to serving the County in the future. Thank you.



Client: 0209987 - Lancaster County, South Carolina
Engagement: 0209987 - Lancaster County, South Carolina
Period Ending: 6/30/2021
Adjusting Journal Entry Report

Account	Description	W/P Ref	Debit	Credit
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General Fund

Adjusting Journal Entries JE # 1		1503.000		
Record Net EMS A/R and Deffered Rev for FY 2021				
10-1-000-130-15	A/R LANCASTER EMS		1,163,034.72	
10-1-000-130-25	A/R ALLOW FOR DOUBTFUL ACC			111,556.14
10-2-000-260-05	DEF. LANCASTER EMS			1,002,633.75
10-4-153-458-00	CHARGES - AMBULANCE			48,844.83
Total			1,163,034.72	1,163,034.72

Adjusting Journal Entries JE # 2		PBC		
To correct AP that should have been accrued				
10-1-000-150-20	DUE FR 47 AIRPORT FUND		8,344.28	
10-1-000-150-20	DUE FR 47 AIRPORT FUND		6,482.00	
10-2-000-200-05	ACCRUED ACCOUNTS PAYABLE			8,344.28
10-2-000-200-05	ACCRUED ACCOUNTS PAYABLE			6,482.00
Total			14,826.28	14,826.28

Adjusting Journal Entries JE # 3		PBC		
To reclass an amount that should have been included in AP at YE				
10-1-000-150-32	DUE FR 44 2001-2010 BOND		29,642.10	
10-2-000-200-05	ACCRUED ACCOUNTS PAYABLE			29,642.10
Total			29,642.10	29,642.10

Adjusting Journal Entries JE # 4				
To remove payroll accrual for Premium pay- ARPA				
10-2-000-230-00	PAYROLL PAYABLE		1,032,000.00	
10-2-000-230-00	PAYROLL PAYABLE		304,523.40	
10-2-000-230-00	PAYROLL PAYABLE		4,011.60	
10-1-000-150-54	DUE FR FUND 08 (ARPA)			1,340,535.00
Total			1,340,535.00	1,340,535.00

Adjusting Journal Entries JE # 5		4005.000		
Moving asset from cap projects to airport				
10-1-000-150-20	DUE FR 47 AIRPORT FUND		23,230.00	
10-1-000-150-38	DUE FR 11 CAPITAL IMPR FUND			23,230.00
Total			23,230.00	23,230.00

ARPA Fund

Adjusting Journal Entries JE # 1				
To remove payroll accrual for Premium pay- ARPA				
08-2-000-213-01	DUE TO GENERAL FUND		1,340,535.00	
08-7-011-500-30	PREMIUM PAY			1,035,000.00
08-7-011-510-00	FICA-EMPLOYERS CONTRIB			79,177.50
08-7-011-510-05	SC RET EMPLOYERS CONTRIB			57,628.80
08-7-011-510-10	S.C. POLICE RET EMPLOYER			114,285.60
08-7-011-510-25	WORKERS COMPENSATION			54,443.10
Total			1,340,535.00	1,340,535.00

Restricted Grants Fund

Adjusting Journal Entries JE # 1		1504.000		
Correction for JE#22903, amount was a duplication				
09-2-000-260-10	DEF. REVENUE-GRANTS		56,288.00	
09-1-000-140-00	A/R - STATE / FED GRANTS			56,288.00
Total			56,288.00	56,288.00

Court Mandated Security Fund

Adjusting Journal Entries JE # 1		1501.000		
Correct error in client provided document				
12-2-000-260-00	DEF. DELINQ. PROPERTY TAX		3,958.25	
12-4-011-410-00	AD VALOREM TAX - DELINQUENT			3,958.25
Total			3,958.25	3,958.25

Capital Improvement Fund

Adjusting Journal Entries JE # 1		1501.000		
Correct error in client provided document				
11-2-000-260-00	DEF. DELINQ. PROPERTY TAX		5,114.10	
11-4-011-410-00	DELINQ. TAX - EQUIP. FUND			5,114.10
Total			5,114.10	5,114.10

Adjusting Journal Entries JE # 2		4005.000		
adjust for airport fund				
11-2-000-213-01	DUE TO GENERAL FUND		23,230.00	
11-7-210-560-00	EQUIPMENT - CAPITALIZED			23,230.00
Total			23,230.00	23,230.00

Reid Pointe Special Tax District Fund

Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		5001.000		
To reclass 2020 BAN proceeds.				
34-2-000-270-00	BOND ANTIC NOTE PAYABLE		700,000.00	
MJ 1	Proceeds from BAN			700,000.00
Total			700,000.00	700,000.00

Bond Projects Fund

Adjusting Journal Entries JE # 1		PBC		
To reclass an amount that should have been included in AP at YE				
44-7-889-741-25	CP - EMS HEADQUARTERS		29,642.10	
44-2-000-213-01	DUE TO GENERAL FUND			29,642.10
Total			29,642.10	29,642.10

Debt Service Fund

Adjusting Journal Entries JE # 1		1501.000		
Correct error in client provided document				
30-2-000-260-00	DEF. DELINQUENT PROP. TAX		8,259.60	
30-4-016-410-00	AD VALOREM TAX-DELINQUENT			8,259.60
Total			8,259.60	8,259.60

Airport Fund

Adjusting Journal Entries JE # 1		PBC	
To reclass an amount that should have been recorded in AP at YE			
47-7-228-600-00	Contractual Services	6,482.00	
47-7-228-600-00	Contractual Services	8,344.28	
47-2-000-213-01	DUE TO GENERAL FUND		14,826.28
Total		<u>14,826.28</u>	<u>14,826.28</u>
Adjusting Journal Entries JE # 2		PBC	

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Approve or amend the minutes from the January 10, 2022 County Council regular meeting.

Points to Consider:

The draft minutes from the January 10, 2022 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 1-10-2022 County Council Regular Meeting	1/20/2022	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

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

January 10, 2022

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

Council Members Present: Allen Blackmon, Brian Carnes, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members Absent: Terry Graham.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Donna Greene, Deputy Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Christine Schwartz, Catawba Regional Council of Governments, who joined the meeting via Conference Call; Debbie Jaillette, Executive Director for the Lancaster County Council of the Arts; 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 6:04 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting. He introduced Donna Greene as the new Deputy Clerk to Council.

Pledge of Allegiance and Invocation - Council Member Allen Blackmon

Boy Scout Kiernan Cole led the Pledge of Allegiance to the American Flag and Allen Blackmon delivered the Invocation.

Approval of the Agenda

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

Special Presentations

Steve Harper opened the Community Needs Assessment Public Hearing at approximately 6:07 p.m.

There were approximately 29 citizens in attendance during the Community Needs Assessment Public Hearing. The Attendees sign-in sheet is attached as Schedule A to the written minutes in the Clerk to Council's office; however, only a portion of the attendees actually completed the sign-in sheet.

The sign-in sheet to speak during the Public Hearing is attached as Schedule B to the written minutes in the Clerk to Council's office. The following speakers signed up for and came forward to speak during the Public Hearing:

1. Jamie Miller, Lancaster, SC, spoke representing a new homeless ministry and the need for a homeless shelter in Lancaster; and
2. Leland Summers, Lancaster, SC, spoke regarding the need for help with homelessness in Lancaster and the need for affordable housing in Lancaster.

The Public Hearing concluded at approximately 6:13 p.m.

Christine Schwartz with the Catawba Regional Council of Governments, who joined the Council Meeting via telephone conference call, then reviewed the Citizens Participation Plan and the upcoming grant opportunities for the Community Development Block Grant (CDBG) Program. She then reviewed the Prioritized Community Needs list from March of 2021, so that it could be updated. Christine Schwartz suggested removing the following sentence from Item 1 since that project is already underway: "This also includes the replacement of the water meter valve vault for the City of Lancaster's water system." Council and Christine Schwartz discussed whether Items 2 (demolitions), 3 (COVID) and 8 (turning lanes) should remain on the list and it was determined that all of those items should remain on the list. Council also discussed adding a homeless shelter and/or providing services to the homeless population to the Prioritized Community Needs list. Christine Schwartz indicated that she could research whether CDBG grants could assist in that area but that she thought all they could do would be to assist with providing infrastructure to a new facility but that the grants would not build a new facility itself. Allen Blackmon moved to add homelessness to the Prioritized Community Needs list as item number 4. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Graham

Debbie Jaillette, Executive Director for the Lancaster County Council of the Arts, provided Council with an update on the work being done by the Council of the Arts. She played a video overview for Council regarding their work; however, a copy of the commercial was unable to be provided in a written format that could be attached to the minutes.

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments: None.

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

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **7a.**, **7b.**, **7c.**, **7d.**, **7e.** and **7f.** [as listed in the Agenda package, which are the same as Item **a.**, Item **b.**, Item **c.**, Item **d.**, Item **e.** and Item **f.** listed below]. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham

- a. Approval of Minutes from the December 13, 2021 County Council Regular Meeting
- b. Approval of Minutes from the December 15, 2021 County Council Committee Of The Whole Meeting

- c. 3rd Reading of Ordinance 2021-1788 regarding Approval of Easement Grants to the City of Lancaster for the Lancaster Air Rail Park

Ordinance Title: An Ordinance To Approve Easement Grants To The City Of Lancaster Upon Real Property Owned By Lancaster County Bearing Tax Parcel Number 0066-00-040.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The Purposes Of This Ordinance.

- d. 2nd Reading of Ordinance 2021-1768 regarding Rezoning Property Located at 327 Monroe Highway from LDR to GB (Applicants William and Blanca Cox)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.07 Acre Parcel Of Property (TMS# 0061P-0D-003.00), Located At 327 Monroe Highway, Lancaster, South Carolina, From LDR, Low Density Residential District, To GB, General Business District.- *Planning Department Case Number: RZ-2021-2327.*

- e. 2nd Reading of Ordinance 2021-1790 regarding Termination of a Public Safety or Fire Protection Charge in the Preserve at Tree Tops Effective Upon the Imposition of Charges in the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Terminate The Imposition And Collection Of A Public Safety Or Fire Protection Rate Or Charge In The Preserve At Tree Top Development Effective Upon The Imposition And Collection Of Rates And Charges In The Van Wyck Fire Protection District.

- f. 2nd Reading of Ordinance 2021-1792 regarding a First Amendment to Nutramax Laboratories' 2018 Fee Agreement

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To The Fee Agreement By And Among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., And Lancaster County, South Carolina, Dated As Of November 26, 2018

Non-Consent Agenda

Public Hearing and 3rd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment

Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term.

Jamie Gilbert announced that the name of the company identified as Project Arrowhead in Ordinances 2021-1785 and 2021-1786 was Chief Industries, Inc.

Steve Harper opened the Public Hearing for Ordinance 2021-1785 at approximately 6:55 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.

There were approximately 20 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 Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:55 p.m.

Allen Blackmon moved to approve the 3rd Reading of Ordinance 2021-1785. Seconded by Brian Carnes.

Billy Mosteller moved to amend Ordinance 2021-1785 to identify Chief Industries, Incorporated, as the company previously identified as Project Arrowhead within the Ordinance and within Exhibit B to the Ordinance, to set forth the prior assignment and assumption history of the original 2008 Fee Agreement that is referenced in the Ordinance, and to correct the reading dates of the Ordinance. He further moved that the amendment shall be in the same form and of the same substance as the proposed amended Ordinance and Proposed amended Exhibit provided to County Council as supplemental materials to the agenda. Seconded by Charlene McGriff. The motion to amend Passed 6-0.; Absent: Graham. The red line version of Ordinance 2021-1785 that notes the changes to the Ordinance and that was provided to Council as supplemental material is attached as Schedule C to the written minutes in the Clerk to Council's office. The red line version of the First Amendment to the Fee In Lieu of Tax and Incentive Agreement that notes the changes to that document and that was provided to Council as supplemental material is attached as Schedule D to the written minutes in the Clerk to Council's office. The proposed amended Ordinance 2021-1785 that was provided to Council as supplemental material is attached as Schedule E to the written minutes in the Clerk to Council's office.

The motion to approve the 3rd Reading of Ordinance 2021-1785 as amended Passed 6-0.; Absent: Graham

Public Hearing and 3rd Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Steve Harper opened the Public Hearing for Ordinance 2021-1786 at approximately 7:00 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.

There were approximately 14 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 Ordinance: None.

Steve Harper closed the Public Hearing at approximately 7:00 p.m.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2021-1786. Seconded by Larry Honeycutt.

Allen Blackmon moved to amend Ordinance 2021-1786 to identify Chief Industries, Inc., as the company previously identified as Project Arrowhead within the Ordinance and within Exhibit A, the Fee in Lieu of Tax and Incentive Agreement, to identify the real property subject to the Agreement, and to define terms and populate fields within the Agreement and to correct the reading dates of the Ordinance. He further moved that the amendment shall be in the same form and of the same substance as the proposed amended Ordinance and Proposed amended Exhibit provided to County Council as supplemental materials to the agenda. Seconded by Charlene McGriff. The motion to amend Passed 6-0.; Absent: Graham. The red line version of Ordinance 2021-1786 that notes the changes to the Ordinance and that was provided to Council as supplemental material is attached as Schedule F to the written minutes in the Clerk to Council's office. The red line version of the Fee In Lieu of Tax and Incentive Agreement that notes the changes to that document and that was provided to Council as supplemental material is attached as Schedule G to the written minutes in the Clerk to Council's office. The proposed amended Ordinance 2021-1786 and proposed amended Exhibit that was provided to Council as supplemental material is attached as Schedule H to the written minutes in the Clerk to Council's office.

The motion to approve the 3rd Reading of Ordinance 2021-1786 as amended Passed 6-0.; Absent: Graham

3rd Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 1.5 Acres Of

Property (TMS# 0006N-0B-035.00), Located At 9923 Southwinds Drive, Fort Mill, South Carolina, From MDR, Medium Density Residential District, To MH, Manufactured Home District. - **Planning Department Case Number: RZ-2021-2015.**

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2021-1781. Seconded by Charlene McGriff. Motion Passed 5-1. Ayes: Blackmon, Carnes, Harper, Honeycutt, McGriff; Nays: Mosteller; Absent: Graham

Public Hearing and 2nd Reading of Ordinance 2021-1791 regarding Amending Ordinance 2021-1761 by Substituting A Corrective Map for the School Development Impact Fee

Ordinance Title: An Ordinance To Amend Ordinance 2021-1761 By Substitution Of A Corrective Map That Accurately Reflects The School Development Impact Fee Collection Area And By Inclusion Of An Updated And Corrected School Development Impact Fee Study And Capital Improvement Plan.

Steve Harper opened the Public Hearing for Ordinance 2021-1791 at approximately 7:05 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.

There were approximately 12 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 Ordinance: None.

Steve Harper closed the Public Hearing at approximately 7:05 p.m.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2021-1791. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Graham

2nd Reading of Ordinance 2021-1769 regarding Approval of a Development Agreement with Arbor Construction, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Arbor Construction, LLC, In Connection With A Major Subdivision Preliminary Plat SD-2021-0528, Which Proposes A 92-Lot Single-Family Cluster Subdivision Overlay District (CSO) Development, Establishing The Regulations For The Development Of The Property, And Other Matters Related Thereto. - **Planning Department Case Number: DA-2021-0528.**

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2021-1769. Seconded by Larry Honeycutt. Motion Passed 6-0.; Absent: Graham

Discussion and Action Items

Approval of Appointment to the Keep Lancaster County Beautiful Committee

- Toni S. Flynn to the Keep Lancaster County Beautiful Committee as one of the District 7 representatives to fill a four year term that will expire on 06/30/2025

Brian Carnes moved to approve. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham

Status of items tabled, recommitted, deferred or held

- a. HELD - **PUBLIC HEARING ADVERTISED FOR THE JANUARY 10th COUNCIL MEETING DELAYED UNTIL JANUARY 24th** Public Hearing and 2nd Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan
Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This Ordinance; And To Adopt Other Matters Related Thereto. - **Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose/Redistricting Study Committee Chair Brian Carnes**

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

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the meeting.

Citizens Comments

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

Executive Session

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

1. Receipt of Legal Advice concerning Redistricting. SC Code 30-4-70(a)(2).

Charlene moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 6-0.; Absent: Graham. At approximately 7:09 p.m., Council went into Executive Session to discuss the following item: (1) receipt of legal advice concerning Redistricting, pursuant to South Carolina Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 7:58 p.m. Brian Carnes moved to come out of Executive Session. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received legal advice concerning redistricting. He also noted that, during Executive Session, no decisions were made and no votes were taken.

Adjournment

Larry Honeycutt moved to adjourn the Council meeting. Seconded by Allen Blackmon. The motion to adjourn Passed 6-0.; Absent: Graham. There being no further business, the regular meeting of Council adjourned at approximately 7:59 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1768 / Planning Case Number: RZ-2021-2327

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Application by William and Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM# 0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.

Points to Consider:

The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south. Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

Funding and Liability Factors:

N/A

Council Options:

To approve or disapprove the proposed rezoning.

Recommendation:

Planning Commission unanimously recommended **approval** at its November 16, 2021 meeting. There was no substantive discussion amongst the Commission, and no one from the public spoke in favor or in opposition to the rezoning.

Staff also recommended approval of the rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1768	11/29/2021	Ordinance
Staff Report	11/9/2021	Planning Staff Report
Ex 1: Application	11/9/2021	Exhibit
Ex 2: Location / Zoning Map	11/9/2021	Exhibit
Ex 3: Comparison of NB and GB Districts	11/9/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1768

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.07 ACRE PARCEL OF PROPERTY (TMS# 0061P-0D-003.00), LOCATED AT 327 MONROE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW 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) William and Blanca Cox applied to rezone a 2.07 acre, more or less, parcel of property located at 327 Monroe Highway, Lancaster, South Carolina (TMS # 0061P-0D-003.00) from LDR, Low Density Residential District, to GB, General Business District.

(b) On November 16, 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) Pursuant to the Comprehensive Plan, the Future Land Use Category of the subject properties is Urban, which corresponds to the following Community Type:

The Community Type “Walkable Neighborhood” 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 requested General Business District is consistent with the Comprehensive Plan and existing property uses in the general vicinity.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low 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. 0061P-0D-003.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance, 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 _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Public Hearing: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 2.07 acres of property
PROPERTY LOCATION:	327 Monroe Highway (TM# 0061P-0D-003.00)
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	General Business (GB) District
APPLICANT:	William and Blanca Cox
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has requested to rezone the 2.07-acre parcel on the west side of Monroe Highway from Low Density Residential (LDR) District to General Business (GB) District.

Site Information

The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

Non-Conformance Status

The use of the subject parcels is currently non-residential (vehicle sales), which is non-conforming for the current district. If the rezoning to GB were to be approved, then these existing structures and their associated use would become conforming.

Summary of Adjacent Zoning and Uses

The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family Residential
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB	Blackmon Auction Company; Vacant
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current LDR 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 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living 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.”

UDO Section 2.3 describes that the requested GB District as “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

The subject parcel is surrounded by other parcels currently zoned either LDR or GB District. The requested GB District is intended to reestablish commercial zoning on the parcel where it previously existed, and would be consistent with the established use of the parcel.

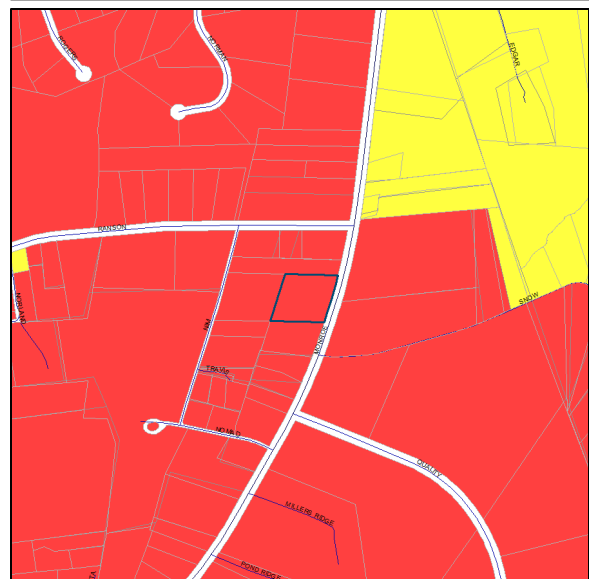
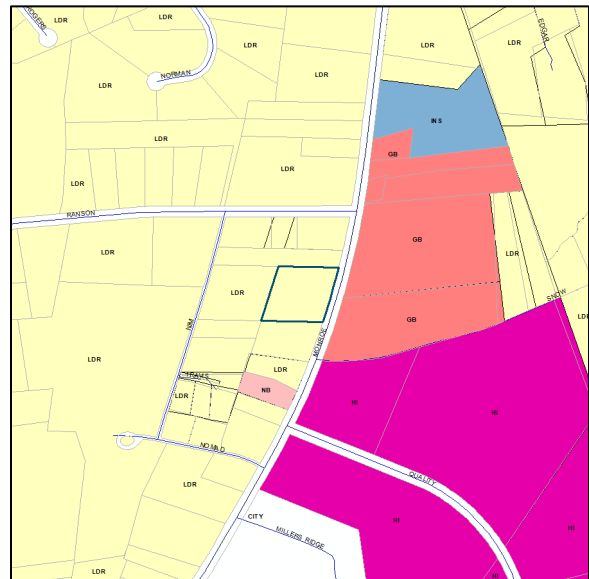
Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

While the rezoning of the subject property to GB District would be consistent with the established zoning on the opposite side of Monroe Highway (previously B-3, General Commercial District), a rezoning to Neighborhood Business (NB) District would be more consistent with the prior B-2 zoning of the subject parcel while still allowing for a commercial use on the parcel. There are several uses that may be permissible within the GB District that are not permissible within the NB District, such as: alcoholic beverage sales store, bar/tavern/brew pub, day treatment center, halfway homes, hotel/motel, mini-storage, outdoor storage yard, and pawnshops. One item of note to consider, however, is that the most recent use of the subject parcel, vehicle rental/leasing/sales, is a permissible use within the GB District, but is not allowable within the NB District.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Urban, which corresponds to the Walkable Neighborhood with Additional Intensity Community Type, which the Comprehensive Plan describes as follows:



The Community Type “Walkable Neighborhood” 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 Community Type which are depicted in the table below.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The applicant has not indicated any specific use for the property. Should a future use-specific site plan submittal for this parcel create more than 50 peak hour trips to or from this location, then a TIA would be required to be provided as part of that future site plan submittal.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water and sewer to the property.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and adjacent parcels



Looking south along Monroe Highway with subject parcel to the right



Looking west across Monroe Highway at subject parcel



Looking northeast from Monroe Highway across from subject parcel

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 2.07 acres (TM# 0061P-OD-003.00) from Low Density Residential (LDR) District to General Business (GB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0061P-OD-003.00;
2. That the subject parcel is currently zoned LDR District, and is proposed to be rezoned GB District;
3. That the subject parcel has a Future Land Use Category of Urban, and a Community Type of Walkable Neighborhood with Additional Intensity;
4. That prior to 2016 the subject parcel was zoned B-2 (Community Business District); and
5. That GB District zoning exists on the east side of Monroe Highway; and NB District zoning exists approximately 400 feet south of the subject parcel.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Comparison of NB and GB District Uses

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

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 327 Monroe Hwy, Lancaster, SC
City Lancaster State SC Zip 29720 Tax Parcel ID 0061P-0D-003-00
Current Zoning LDR Current Use Used Car lot
Proposed Zoning Gen. Business Total Acres 2
Project Description General Business

Surrounding Property Description Residential / Business

CONTACT INFORMATION

Applicant Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-0626
Fax _____ Email chickeis10@frontier.com
Property Owner Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-289-5287
Fax _____ Email chickeis10@frontier.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

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.

DEED DRAWN BY
BLACKWELL TRIMNAL REEVES MYERS, LLC

2012012760

DEED	
RECORDING FEES	\$10.00
STATE TAX	\$98.80
COUNTY TAX	\$41.80
PRESENTED & RECORDED:	
09-27-2012	01:50 PM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: SHANA HIGGINS RS1	
BK: DEED 689	
PG: 78-80	

State of SOUTH CAROLINA)
)
County of LANCASTER)

TITLE TO REAL ESTATE

RECORDED THIS 1st DAY
OF OCTOBER, 2012
IN BOOK 2012 PAGE D-1

LANCASTER COUNTY ASSESSOR
Tax Map:
0061P 0D 003 00

Charles A. Morgan

Auditor, Lancaster County, SC

Know All Men by These Presents, That in Dennis Edwin Donahue and Kimberly Jo Donahue, the State aforesaid, for and in consideration of the sum of Thirty Eight Thousand and no/100ths (\$38,000.00) Dollars to them in hand paid at and before the sealing and delivery of these Presents, by William Q. Cox and Blanca I. Cox, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents does grant, bargain, sell and release unto the said **William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple**, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land together with any and all improvements thereon, lying, being situate, Lancaster County, South Carolina, and being more particularly described as Lot Nos. Nine (9), Ten (10) and Eleven (11) on plat of survey prepared by T. W. Secrest Surveyor dated February 4, 1939 recorded in the Register of Deeds Office for Lancaster County, South Carolina in Plat Book 1 Page 77. Reference to said plat is craved for a more minute description as to metes and bounds.

Being property conveyed to Dennis Edwin Donahue and Kimberly Jo Donahue by Deed recorded September 26, 2007 in Deed Book 424 Page 193 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 61P-D-3.00

Grantee's Address: 124 Brightland Run, Monroe, NC 28110

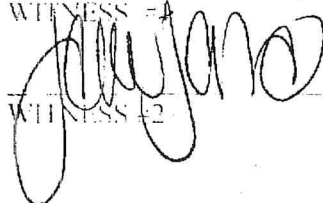
TOGETHER with all and singular, the Rights, Members, Hereditaments, Appurtenances and Improvements to the said Premises belonging, or in anywise incident or appertaining.

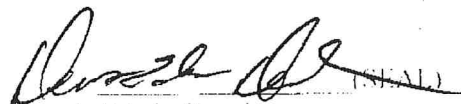
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

And Dennis Edwin Donahue and Kimberly Jo Donahue does hereby bind themselves and their Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said William Q. Cox and Blanca I. Cox as hereinabove provided against them and their Heirs, and any person or person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Dennis Edwin Donahue and Kimberly Jo Donahue have caused these presents to be executed in their names this 26 day of September, 2012, and in the Two Hundred Thirty Seventh year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS #1

WITNESS #2


Dennis Edwin Donahue

Kimberly Jo Donahue

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kern

On September 21, 2012 before me, L. Beck Notary Public
(Here insert name and title of the officer)

personally appeared Dennis Edwin Donahue and Kimberly Jo Donahue

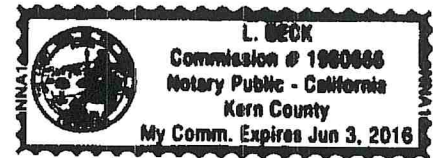
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Beck
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement statement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date 9/21/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

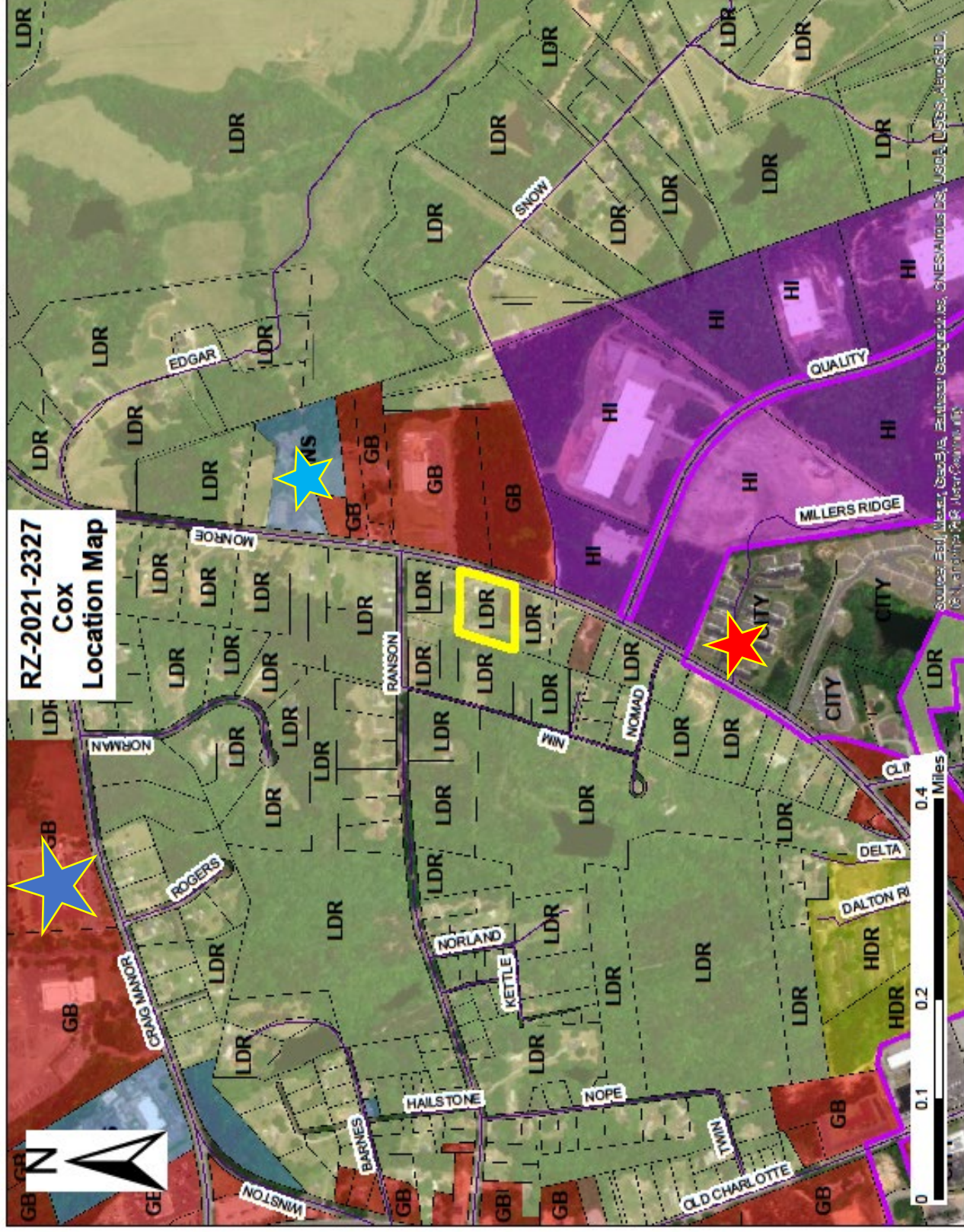
- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Proposal:
Request to rezone from
LDR to GB

Legend:



		NB	GB
RESIDENTIAL	Halfway Homes	-	SE
	Live-Work Units	PR	-
	Residential Care Facilities (6 or more residents)	PR	PR
LODGING	Bed and Breakfast Homes (up to 8 rooms)	PR	-
	Bed and Breakfast Inn (up to 12 rooms)	PR	-
	Hotel/Motel	-	P
OFFICE/SERVICE	ATM	P	P
	Banks, Credit Unions, Financial Services	P	P
	Business Support Services	P	P
	Dry Cleaning and Laundry Services	P	P
	Funeral Homes	P	P
	Kennels, Indoor	PR	PR
	Medical Clinic	PR	PR
	Personal Services	P	P
	Post Office	P	P
	Professional Services	P	P
	Small Equipment Repair/Rental	-	P
	Veterinary Clinic	P	P
COMMERCIAL/ENTERTAINMENT	Alcoholic Beverage Sales Store	-	P
	Amusements, Indoor	-	P
	Bar/Tavern/Brew Pub	-	CU
	Brewery	-	P
	Food Truck	-	PR
	General Commercial	PR-	PR
	Outside Sales	PR	PR
	Outside Sales, Sidewalk Sales	PR	PR
	Pawnshops	-	PR
	Restaurant	CU	PR
	Shooting Range, Indoor	-	PR
	Theater, Indoor Movie or Live Performance	-	P
CIVIC	Cemetery	PR	PR
	Conference/Convention Center	-	P
	Cultural or Community Facility	P	P
	Event Venue/Banquet Hall	PR	PR
	Places of Assembly	PR	PR
	Private Recreation Facilities	PR	PR
	Public Recreation Facilities	PR	PR
	Public Safety Station	P	P

		NB	GB
EDUCATIONAL/INSTITUTIONAL	Child/Adult Day Care Home (5 or fewer persons)	PR	PR
	Child/Adult Day Care Home (6 or more persons)	PR	PR
	Community Support Facility	-	PR
	Day Treatment Center	-	PR
	Operations, Maint., and Fleet Service Facility	-	PR
	Schools – Elementary and Secondary	CU	CU
	Schools – Vocational/Technical	P	P
AUTOMOTIVE	Studio – Art, dance, martial arts, music	P	P
	Drive-Thru/Drive-In Facility	CU	PR
	Electric Vehicle Charging Stations	PR	PR
	Parking Lot/Structure – Principal Use	-	PR
	Vehicle Rental/Leasing/Sales	-	PR
	Vehicle Services – Minor Maintenance/Repair	CU	CU
	Vehicle Services – Major Repair/Body Work	-	CU
INDUSTRY/WHOLESALE/STORAGE	Artist Studio/Light Manufacturing Workshops	-	P
	Mining - Minor Surface Resource Extraction	-	PR
	Research and Development Facilities	-	P
	Storage – Outdoor Storage Yard	-	PR
	Storage – Self Service (Mini)	-	PR
AGRICULTURE	Storage – Warehouse Indoor	-	CU
	Agricultural Support Services/Nurseries	P	P
	Apiculture (Bee Keeping)	P	-
	Commercial Stables	P	P
	Farmer's Markets and Roadside Stands	PR	PR
	Forestry	-	P
	Gardens (Community and Private)	P	P
INFRASTRUCTURE	Geothermal Energy Systems	PR	PR
	Solar Energy Systems	PR	PR
	Utilities – Class 1	P	P
	Utilities – Class 2	P	P
	Wireless Communication Facility (Concealed)	PR	PR
	Wireless Communication Facility (Up to 60.00')	PR	PR

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1790

Contact Person / Sponsor: John DuBose- County Attorney

Department: Administration

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Whether to terminate the imposition and collection of fire protection rates and charges in the Preserve at Tree Tops Development.

Points to Consider:

By passage of Ordinance No. 2021-1770, County Council provided for the establishment of the Van Wyck Fire Protection District.

Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars (\$90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills.

By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 ("Development Agreement").

Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills.

The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.

It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges in 2022. Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

Funding and Liability Factors:

The rates and charges for the Preserve at Tree Tops are duplicative of the rates and charges of the Van Wyck Fire Protection District and should be terminated so that residents of the Preserve at Tree Tops will not face duplicate charges in 2022.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District. The balance to be transferred from the Preserve at Tree Tops into the Van Wyck Fire Protection District fund will be approximately \$132,553. This balance does not include the 2022 collections, as these bills were just mailed.

Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.

Council Options:

Approve or disapprove of the termination of the Preserve at Tree Tops rates and charges.

Recommendation:

Approval of the Ordinance terminating the rates and charges assessed to the Preserve at Tree Tops.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1790	11/23/2021	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1790

AN ORDINANCE

TO TERMINATE THE IMPOSITION AND COLLECTION OF A PUBLIC SAFETY OR FIRE PROTECTION RATE OR CHARGE IN THE PRESERVE AT TREE TOP DEVELOPMENT EFFECTIVE UPON THE IMPOSITION AND COLLECTION OF RATES AND CHARGES IN THE VAN WYCK FIRE PROTECTION DISTRICT.

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

Section 1. Findings and Determinations; Purpose.

(A) The Council finds and determines that:

(1) By passage of Ordinance No. 2021-1770, Council provided for the establishment of the Van Wyck Fire Protection District;

(2) Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars (\$90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills;

(3) By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 ("Development Agreement");

(4) Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills; and

(5) The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.

(B) It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges.

Section 2. Termination of Preserve at Tree Tops Rates and Charges.

The authority for the imposition and collection of rates and charges by the County for public safety or fire protection services solely within the Preserve at Tree Tops development ends with the fall 2021 tax bills and thereafter there shall be no rates or charges imposed pursuant to that authority.

Section 3. Disposition of Preserve at Tree Tops Rates and Charges.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

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. 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 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021

Second Reading: January 10, 2022

Third Reading: January 24, 2022

Approved as to form:

John K. DuBose III, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1791

Contact Person / Sponsor: John DuBose / County Attorney

Department: Administration

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Whether to approve an amendment of Ordinance 2021-1761, the School Development Impact Fee Ordinance, to substitute a corrective map of the impact fee collection area.

Points to Consider:

The map that Lancaster County School District (LCSD) provided for Ordinance 2021-1761 contained an area not intended to be subject to school impact fees.

LCSD updated the map and its impact fee study and determined that removal of the geographic area erroneously included in the map attached to Ordinance 2021-1761 will not result in a change to the impact fees to be charged to new development within the fee collection area.

LCSD has requested that County Council amend Ordinance 2021-1761 so that the public record contains the accurate fee collection area map. It is important that the small geographic area included in error with the original map be removed so that impact fees are not assessed against fee payors that will not benefit from the facilities constructed by those fees.

Inasmuch as correction of the map does not result in a change to the impact fee amounts to be collected, the school impact fees will still be effective January 1, 2022, but not for the area outside of the corrective map.

Funding and Liability Factors:

Not applicable.

Council Options:

Approve or disapprove of the ordinance substituting a corrective map.

Recommendation:

Approve the amendatory ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1791	1/19/2022	Ordinance
School Development Impact Fee Study 11.24.2021	12/6/2021	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1791

AN ORDINANCE

TO AMEND ORDINANCE 2021-1761 BY SUBSTITUTION OF A CORRECTIVE MAP THAT ACCURATELY REFLECTS THE SCHOOL DEVELOPMENT IMPACT FEE COLLECTION AREA AND BY INCLUSION OF AN UPDATED AND CORRECTED SCHOOL DEVELOPMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN.

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

Section 1. Findings and Determinations.

The Lancaster County Council finds that:

WHEREAS, by passage of Ordinance 2021-1761, the School Development Impact Fee Ordinance, Lancaster County Council approved School Development Impact Fees to be imposed on all new residential development in the School Development Impact Fee Collection Area; and

WHEREAS, it has come to the attention of Lancaster County that the Lancaster County School District ("LCSD") inadvertently included a map in its *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 (hereinafter "School Development Impact Fee Study") that includes additional territory not intended to be subject to School Development Fee Impact Fee Collection Area; and

WHEREAS, LCSD has revised the map of the School Development Fee Collection Area to accurately reflect the school attendance zone(s) benefiting from, and subject to, the School Development Impact Fee; and

WHEREAS, the inaccurate map of the School Development Fee Collection Area was included as Figure 1 to Ordinance 2021-1761, the School Development Impact Fee Ordinance; and

WHEREAS, LCSD's consultant, TischlerBise, has reviewed the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for School development impact fees, and the capital improvement plan (CIP) in the School Development Impact Fee Study and has determined that removal of the geographic territory inadvertently included in the School Development Impact Fee Study and School Development Impact Fee Collection Area will not result in a change to the School Development Impact Fee Schedule; and

WHEREAS, TischlerBise has prepared an updated School Development Impact Fee Study dated November 24, 2021, that includes a corrective map accurately displaying the Lancaster County School Panhandle Service Area/School Development Impact Fee Collection Area; and

WHEREAS, it has been determined and is recommended to the Lancaster County Council that Ordinance 2021-1761, the School Development Impact Fee Ordinance be amended to include the updated map as Figure 1 so that the area that will be subject to School Development Impact Fees is accurately set forth in the public record and amended to reference the updated School Development Impact Fee Study and Capital Improvement Plan dated November 24, 2021 and prepared by TischlerBise; and

WHEREAS, Lancaster County Council desires to amend Ordinance 2021-1761, the School Development Impact Fee Ordinance, to include the updated and correct map of the geographic areas subject to and benefiting from the School Development Impact Fees; and

WHEREAS, the amendment is to correct a scrivener's error associated with Figure 1 to Ordinance 2021-1761 and there is no amendment of the Fee Schedule or negative impact to fee payors resulting from the amendment, therefore, collection and imposition of the School Development Impact Fee shall remain effective on January 1, 2022, for the School Development Impact Fee Area but shall not be collected from the geographic area to be removed by virtue of the corrective Figure 1 map referenced and included herein.

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 2. Amendment of Ordinance 2021-1761.

Ordinance 2021-761 is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

SECTION 2. ESTABLISHMENT OF LANCASTER COUNTY SCHOOL SERVICE AREA:

- (a) The school development impact fee shall be calculated and imposed within the Lancaster County School Panhandle Service Area,
- (b) The boundaries of the Lancaster County School Panhandle Service Area are identified in Figure 1: Lancaster County School Panhandle Service Area.

FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA

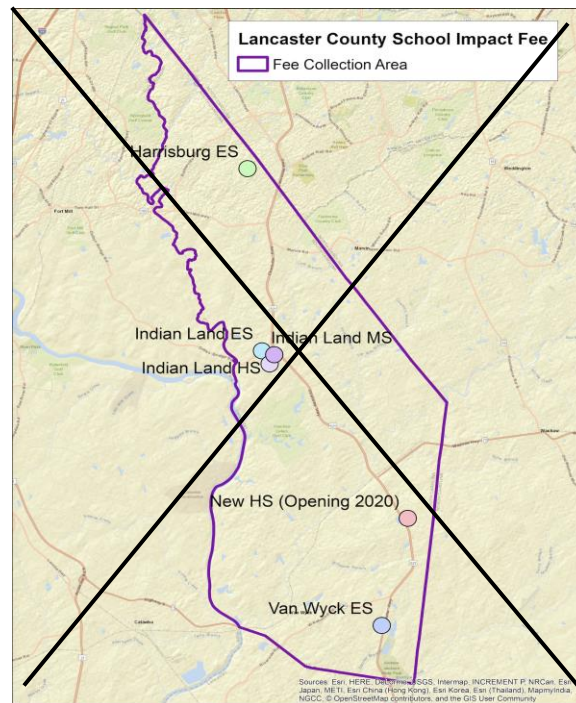
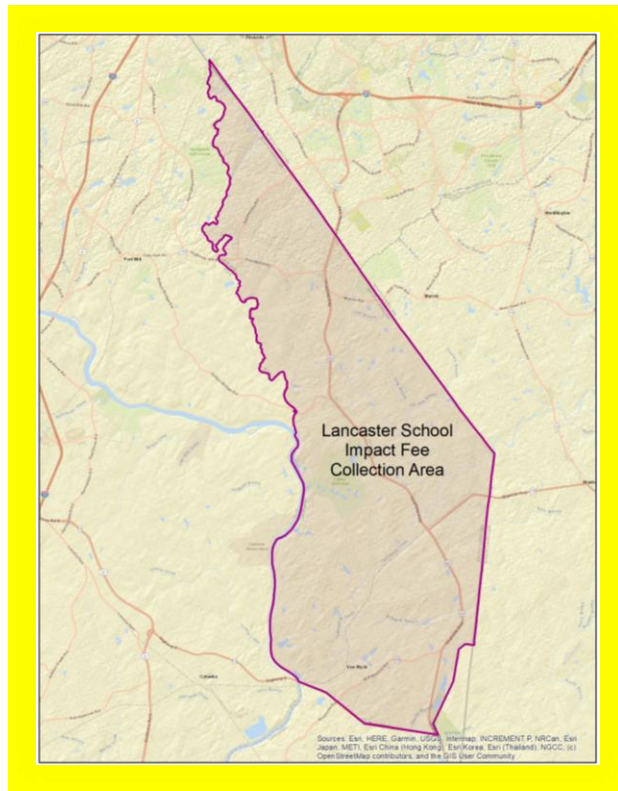


FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA



SECTION 3. INCORPORATION OF SUPPORT STUDY

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for School development impact fees, and the capital improvement plan (CIP) for School facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 and the amendment and update thereof dated November 24, 2021 (hereinafter "School development impact fee study"). The School 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 School facility system improvement needs.

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, only 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 _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021

Second Reading: January 10, 2022

Public Hearing: January 10, 2022

Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

School Development Impact Fee Study and Capital Improvement Plan

Prepared for:
Lancaster County School District

November 24, 2021

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road
Suite S240
Bethesda, MD
(301) 320-6900
www.TischlerBise.com

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EXECUTIVE SUMMARY

The Lancaster County School District retained TischlerBise to prepare a Capital Improvement Plan and Development Impact Fee Study. Development impact fees are one-time payments used to construct system improvements needed to accommodate new development. The District may use the development impact fees as either cash payments to fund future land purchases and K-8 school construction, or contribute toward principal payments for debt used to purchase land and/or construct additional K-8 school construction. A development impact fee represents new growth's proportionate share of capital facility needs. Development impact fees do have limitations, and should not be regarded as the total solution for infrastructure funding needs. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, development impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies.

LANCASTER COUNTY SCHOOL DISTRICT SCHOOL DEVELOPMENT IMPACT FEE OVERVIEW

The Lancaster County School District has seen significant residential growth in the Indian Land attendance area over the past several years and with it increased enrollment. This growth is expected to continue in the future. The Lancaster County School District school development impact fees are derived using a combination of the incremental expansion approach for schools to serve grades K-8 (a development impact fee for high schools is not recommended at this time). This approach determines current level-of-service standards for school buildings (i.e., elementary and middle schools) and land for school sites. Level-of-service standards are derived using 2020-2021 permanent capacity and are expressed as follows:

1. School buildings: Square feet per student by type of school
2. Land: Acres per student by type of school

A credit is included in the development impact fee to account for outstanding debt on existing and future school facilities. Further detail on the approach, levels of service, costs, and credits is provided in the body of this report.

SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

The State of South Carolina grants the power for cities and counties to collect development impact fees on new development pursuant to the rules and regulations set forth in the South Carolina Development Impact Fee Act (Code of Laws of South Carolina, Section 6-1-910 et seq.). The process to create a local development impact fee system begins with a resolution by the County Council directing the Planning Commission to conduct a development impact fee study and recommend a development impact fee ordinance for legislative action.

Generally, a governmental entity must have an adopted comprehensive plan to enact development impact fees; however, certain provisions in State law allow counties, cities, and towns that have not adopted a comprehensive plan to impose development impact fees. Those jurisdictions must prepare a

capital improvements plan as well as prepare a development impact fee study that substantially complies with Section 6-1-960(B) of the Code of Laws of South Carolina.

All counties, cities, and towns are also required to prepare a report that estimates the effect of development impact fees on the availability of affordable housing before imposing development impact fees on residential dwelling units. Based on the findings of the study, certain developments may be exempt from development impact fees when all or part of the project is determined to create affordable housing, and the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees. A housing affordability analysis in support of the development impact fee study is published as a separate report.

Eligible costs may include design, acquisition, engineering, and financing attributable to those improvements recommended in the local capital improvements plan that qualify for development impact fee funding. Revenues collected by the county, city, or town may not be used for administrative or operating costs associated with imposing the development impact fee. All revenues from development impact fees must be maintained in an interest-bearing account prior to expenditure on recommended improvements. Monies must be returned to the owner of record of the property for which the development impact fee was collected if they are not spent within three years of the date they are scheduled to be encumbered in the local capital improvements plan. All refunds to private land owners must include the pro rata portion of interest earned while on deposit in the development impact fee account.

The Lancaster County School District is also responsible for preparing and publishing an annual report describing the amount of development impact fees collected, appropriated, and spent during the preceding year. Subsequent to adoption of a development impact fee ordinance, the Planning Commission will again be required to review and update the development impact fee study report, capital improvements plan, housing affordability analysis, and development impact fee ordinance. These updates must occur at least once every five years. Pursuant to State Law, the Lancaster County School District will not be empowered to recommend additional projects eligible for development impact fee funding or charge higher maximum allowable development impact fees until the development impact fee study and capital improvement plan have been updated.

CONCEPTUAL DEVELOPMENT IMPACT FEE CALCULATION

In contrast to project-level improvements, development impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of demand units for each unit of development. For example, an appropriate indicator of the demand for schools is population growth, and the increase in population can be estimated from the average number of students per housing unit. The second step in the development impact fee formula is to determine infrastructure units per demand unit, typically called level-of-service (LOS) standards. In keeping with the school example, a common LOS standard is square footage per student. The third step in the development impact fee formula is the cost

of various infrastructure units. To complete the school example, this part of the formula would establish the cost per square foot for school facility construction.

GENERAL METHODOLOGIES

There are three general methods for calculating development impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used when there is substantial excess student capacity at a particular school level.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increment to keep pace with development, and is the methodology used for this school development impact fee calculation.

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Credits

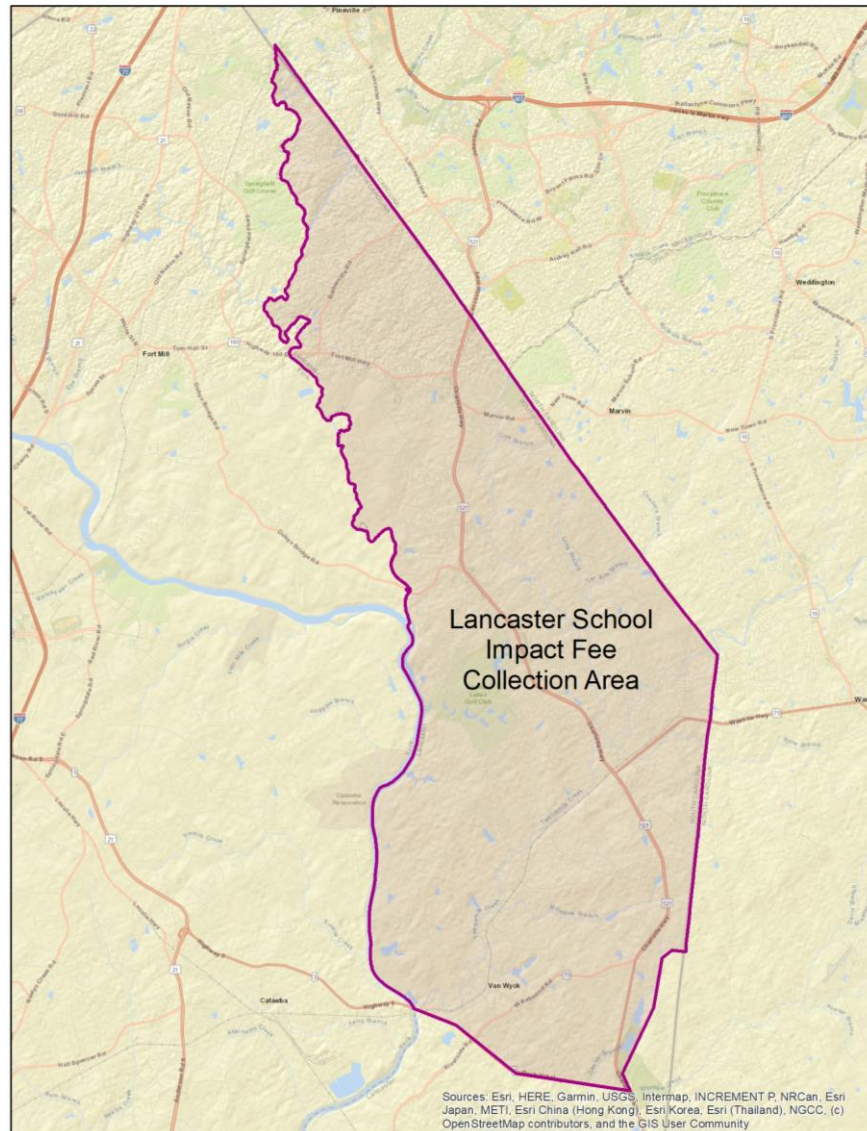
Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible development impact fee methodology. There are two types of “credits” with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

- First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by development impact fees. This type of credit is integrated into the development impact fee calculation, thus reducing the fee amount.
- Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by development impact fees. This type of credit is addressed in the administration and implementation of the development impact fee program.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee. The service/benefit area is shown in Figure 1.

Figure 1. Map of Service/Benefit Area



PROPOSED DEVELOPMENT IMPACT FEE SCHEDULE

As documented in this report, the Lancaster County School District has complied with the South Carolina Development Impact Fee Act and applicable legal precedents. Development impact fees are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. This report documents the formulas and input variables used to calculate the school development impact fees. Development impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

School development impact fees are applied only to residential development and are per housing unit, reflecting the proportionate demand by type of unit. The amounts shown are “maximum allowable”

amounts based on the methodologies, levels of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the school capital costs detailed in this report. The District, through Lancaster County, can adopt amounts that are lower than the maximum amounts shown; however, a reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the School District's level of service.

Figure 2 provides the maximum allowable school development impact fees for the Lancaster County School District. As discussed previously, these fees are to be implemented for the Indian Land attendance area only. For a single family unit, the maximum allowable fee amount is \$8,202 per unit. For a multifamily unit, the maximum allowable development impact fee amount is \$8,701.

Figure 2. Maximum Allowable School Development Impact Fees

Maximum School Impact Fees: Lancaster County School District	
	<i>K-8 Allowable Fee</i>
Single Family	\$8,202
Multifamily	\$8,701

A note on rounding: Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using one, two, and three digit places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

STUDENT GENERATION RATES AND PROJECTED ENROLLMENT

This section of the Report discusses the student generation rates and enrollment projections used in the development impact fee calculations.

STUDENT ENROLLMENT PROJECTIONS

Section 6-1-960(6) of the South Carolina Development Impact Fee Act requires:

“the total number of service units necessitated by and attributable to new development within the service area, based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria.”

Districtwide Enrollment Projections

Enrollment projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report*, developed by Numerix LLC, a Charleston based consulting firm. As shown in Figure 3, enrollment is 14,102 in the base year this Study was started (School Year 2019-2020). By the 2024-2025 school year, the Lancaster County School District is projected to have a total enrollment of 16,744, an increase of 2,642 students. Because a projection of students beyond 5 years is needed to determine debt service credits (discussed later in this Report), TischlerBise utilized a straight-line projection based on the average annual increase over years 1 through 10. Utilizing this approach, the 10-year increase in students is estimated at 5,283 and the 20-year increase is estimated at 10,573 students.

Figure 3. Lancaster County School District Enrollment Projections

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2029-2030	2034-2035	2039-2040	10-Year Change	20-Year Change
	Base Yr	1	2	3	4	5	10	15	20		
Elementary	6,969	6,740	6,969	7,264	7,440	7,587	8,113	8,733	9,353	1,144	2,384
Middle	3,323	3,032	3,088	3,100	3,121	3,237	3,658	3,573	3,488	335	165
High	3,810	4,836	5,121	5,444	5,656	5,920	7,614	9,724	11,834	3,804	8,024
TOTAL	14,102	14,608	15,178	15,808	16,217	16,744	19,385	22,030	24,675	5,283	10,573

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.

Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

Indian Land Attendance Area Enrollment Projections

As stated previously in the Executive Summary, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Figure 4 shows the projected enrollment by school for the Indian Land attendance area. Similar to the Districtwide projections, these projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report*, developed by Numerix LLC (Numerix). As shown in Figure 4, the school configurations in the Indian Land attendance area are different than the rest of the District (beginning in school year 2021-2022). For example, elementary schools in the Indian Land attendance area include grades K-4, whereas elementary schools in the other District attendance areas house grades K-5. A similar situation exists at the middle school level, where middle schools house grades 6-8 outside of the Indian Land attendance area, but Indian Land has two different schools, one housing grades 5-6 and the other housing grades 7-8.

Based on the enrollment projections from Numerix, enrollment at the K-4 level is projected to increase by 1,015 students over the next ten years, and 2,142 students over twenty years. At the grades 5-6 level, enrollment is projected to increase by 765 students over the next ten years, and 1,615 students over twenty years. At the grades 7-8 level, enrollment is projected to increase by 1,065 students over the next ten years, and 2,249 students over twenty years. Finally, high school enrollment is projected to increase by 1,870 students over the next ten years, and 3,947 students over twenty years.

Figure 4. Indian Land Attendance Area Enrollment Projections

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2030-2031	2035-2036	2040-2041	10-Year Change	20-Year Change
	1	2	3	4	5	10	15	20		
Harrisburg ES (K-4 in 2021-22)	954	998	1,024	1,050	1,059	1,153	1,264	1,374	199	420
Indian Land ES (K-4 in 2021-22)	1,140	1,264	1,345	1,408	1,430	1,564	1,800	2,035	424	895
Van Wyck ES (K-4 in 2021-22)	758	849	929	986	1,025	1,150	1,367	1,585	392	827
Indian Land MS (5-6 in 2021-22)	1,007	1,106	1,185	1,311	1,488	1,772	2,197	2,622	765	1,615
Indian Land HS (7-8 in 2021-22)	969	1,016	1,108	1,214	1,302	2,034	2,626	3,218	1,065	2,249
New HS (Opening 2021-22)	1,537	1,709	1,864	2,066	2,258	3,407	4,446	5,484	1,870	3,947
TOTAL	6,365	6,942	7,455	8,035	8,562	11,080	13,699	16,319	4,715	9,954

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.
Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

STUDENT GENERATION RATES

Section 6-1-960(3) of the South Carolina Development Impact Fee Act requires:

“a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate.”

Demand for additional school capacity will be generated by new residential development. To determine the level of this demand, student generation rates are used as the “service unit” for the school development impact fees. The term “student generation rate” refers to the number of non-charter, public school students per housing unit within the Lancaster County School District. Public school students are a subset of school-aged children, which includes students in private schools and home-schooled children. Student generation rates are important demographic factors that help account for variations in demand for school facilities by type of housing. Students per housing unit are held constant over the projection period since the development impact fees represent a “snapshot approach” of current levels of service and costs.

TischlerBise derived custom student generation rates for Lancaster County using demographic data from survey responses published by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS) and 2017-2018 school year enrollment data from Lancaster County Schools. TischlerBise uses American Community Survey (ACS) 2013-2017 PUMS data – the most recent year available – to derive the number of students per housing unit by type of unit. PUMS data are only available for areas of roughly 100,000 persons, and Lancaster County is included in South Carolina Public Use Microdata Area (PUMA) 00700. This analysis calculates unadjusted student generation rates based on all public school students and housing units in PUMA 00700 and then adjusts these rates based on local enrollment and housing unit estimates for Lancaster County.

Student generation rates for the Lancaster County School District were developed by TischlerBise, based on data from the Public Use Microdata Sample (PUMS) for South Carolina and U.S. Census Bureau American Community Survey (ACS) data. Shown in Figure 5 below, the housing unit types that will be used in the development impact fee calculations are (1) Single Family, which includes single family attached (townhome) and manufactured (mobile) homes; and (2) Multifamily units.

Figure 5. Lancaster County School District Public School Students by Housing Unit Type

**Estimated Public School Students
by Housing Unit Type**

	<i>Housing Unit Type</i>		<i>Total</i>
	<i>Single-Family*</i>	<i>Multi-Family</i>	
Elementary School	5,528	438	5,966
Middle School	2,862	219	3,081
High School	4,211	287	4,498
	TOTAL		13,545

	<i>Housing Unit Type</i>		<i>Total</i>
	<i>Single-Family</i>	<i>Multi-Family</i>	
Housing Units	32,902	2,434	35,336

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)

*Includes detached and attached (i.e. townhouses), as well as manufactured homes

Next, using the totals above, student generation rates by housing unit type are calculated by dividing the number of students in each type of unit by the total number of housing units in the Lancaster County School District. Figure 4 indicates that a single family unit is estimated to generate a total of .364 students, with .179 in elementary grades, .084 in middle school grades, and .101 in high school grades. A multifamily unit is estimated to generate .372 students per unit.

Figure 6. Public School Students in Lancaster County School District by Housing Unit Type

	<i>Housing Unit Type</i>		<i>Weighted Average</i>
	<i>Single-Family*</i>	<i>Multi-Family</i>	
Elementary School	0.179	0.192	0.180
Middle School	0.084	0.087	0.085
High School	0.101	0.093	0.101
TOTAL	0.364	0.372	0.366

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)

*Includes detached and attached (i.e. townhouses), as well as manufactured homes

CAPITAL IMPROVEMENT PLAN

OVERVIEW OF CURRENT SCHOOL FUNDING ARRANGEMENTS

Section 6-1-960(8) of the South Carolina Development Impact Fee Act requires:

“identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements.”

The construction of schools is largely the responsibility of each School District. In the case of the Lancaster County School District, the District is responsible for 100 percent of the funding to construct new school capacity. Historically, the District has funded new school construction through the issuance of bonds, backed by property tax revenue. South Carolina’s state constitution allows government entities to issue bonds to fund capital projects (construction of new schools and improvements to existing schools). In order to lessen the burden on existing residents and businesses within the District of funding growth-related school capacity needs in the Indian Land attendance area, the Lancaster County School District has decided to examine school development impact fees for the Indian Land attendance area.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee.

BUILDING AND SITE LEVEL-OF-SERVICE STANDARDS

Section 6-1-960(1) of the South Carolina Development Impact Fee Act requires:

“a general description of all existing facilities and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage.”

Section 6-1-960(2) of the South Carolina Development Impact Fee Act requires:

“an analysis of total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards.”

This section provides data on infrastructure standards for school buildings and sites on which the proposed development impact fees are based.

K-8 Schools

As discussed previously, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Additionally, beginning in School Year 2021-2022, the school configurations for elementary and middle schools in the Indian Land attendance area will be different than elsewhere in the District, with elementary schools housing grades K-4 rather than K-5 and grades 5-6 and 7-8 being housed in separate schools. Therefore, rather than have separate elementary and middle school development impact fees, TischlerBise is recommending that these two school levels be combined for the development impact fee calculation, given the Indian Land attendance area-specific overlap of these grade levels.

The inventory and current levels of service for K-8 schools in the Indian Land attendance area are shown below in Figure 7. As indicated in Figure 7, K-8 school buildings in the Indian Land attendance area in School Year 2021-2022 will have a total of 633,106 square feet of building floor area on 192.62 acres. The projected enrollment in School Year 2021-2022 in these schools is 4,828 and permanent capacity is 5,493.

Levels of service are shown for buildings and land for elementary schools at the bottom of Figure 7. Levels of service are calculated by dividing the amount of infrastructure by total enrollment and capacity. (For example, 633,106 square feet of school building space is divided by a permanent capacity of 5,493 students to arrive at 115.26 square feet per student.) Since K-8 schools in the Indian Land attendance area will be operating under capacity, there are no existing deficiencies. Therefore, *the level-of-service standard on which the development impact fees are based is calculated using existing capacity* (shaded in Figure 7). This ensures new development is not charged for a higher level of service than what is currently provided.

Figure 7. Indian Land Attendance Area K-8 Schools

Facility	Building Sq Ft	Acreage	2021-22 Enrollment*	Permanent Capacity	Utilization
Harrisburg Elementary (K-4)	96,691	28.29	954	970	98%
Indian Land Elementary (K-4)	124,640	50.30	1,140	1,052	108%
Van Wyck Elementary (K-4)	96,685	36.49	758	1,170	65%
Indian Land Intermediate (5-6)	157,545	55.66	1,007	1,174	86%
Indian Land Middle School (7-8)	157,545	21.88	969	1,127	86%
TOTAL	633,106	192.62	4,828	5,493	88%

K-8 School Levels of Service	<i>Building SF</i>	<i>Land</i>
LOS per Student (current enrollment)	131.13	0.0399
LOS per Student (current capacity)	115.26	0.0351

Source: Lancaster County School District

*Projected enrollment from Lancaster County School District 2018-2019 Membership Forecast Report, developed by Numerix LLC

PLANNED CAPACITY PROJECTS

Section 6-1-960(9) of the South Carolina Development Impact Fee Act requires:

“a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.”

Figure 8 lists the capacity-related projects the Lancaster County School District, at a minimum, will pursue over the next ten years. It is anticipated that several additional projects will be identified over the next few years and the Development Impact Fee Study and Capital Improvement Plan will be updated at that time.

Figure 8. Lancaster County School District Planned Capacity Projects

Facility	Timeframe
K-8 Land	SY25-26
Addition to Indian Land 7-8 School	SY26-27
Addition to Harrisburg Elementary	SY26-27
Addition to Indian Land Elementary	SY27-28

FUTURE CAPACITY PROJECTION

Section 6-1-960(5) of the South Carolina Development Impact Fee Act requires:

“a description of all system improvements and their costs necessitated by and attributable to new development in the service area, based on the approved land use assumptions, to provide a level of service not to exceed the level of service currently existing in the community or service area, unless a different or higher level of service is required by law, court order, or safety consideration.”

Section 6-1-960(7) of the South Carolina Development Impact Fee Act requires:

“the projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty years.”

The Lancaster County School District’s permanent K-8 capacity in the Indian Land attendance area is 5,493 student seats. By school type, permanent capacity is as follows: elementary school (K-4) – 3,192; and middle school (grades 5-8) – 2,301. Based on the projected school year 2021-2022 enrollment, permanent capacity utilization will be 89% for elementary schools and 86% for middle schools.

As the School District’s student enrollment increases, new development will demand additional school infrastructure. As shown in Figure 9, **without additional student seats, Indian Land attendance area elementary schools will be at 121% of their permanent capacity** at the end of ten years.

Figure 9. Forecasted Elementary School Capacity Utilization

<i>Elementary</i>			
<i>School Year</i>	<i>Projected Enrollment</i>	<i>Total Student Stations</i>	<i>Utilization</i>
2021-2022	2,852	3,192	89%
2022-2023	3,111	3,192	97%
2023-2024	3,298	3,192	103%
2024-2025	3,444	3,192	108%
2025-2026	3,514	3,192	110%
2026-2027	3,548	3,192	111%
2027-2028	3,567	3,192	112%
2028-2029	3,663	3,192	115%
2029-2030	3,754	3,192	118%
2030-2031	3,867	3,192	121%

As shown in Figure 10, without additional student seats, Indian Land attendance area middle schools will be at 165% of their permanent capacity at the end of ten years.

Figure 10. Forecasted Middle School Capacity Utilization

<i>Middle (Grades 5-8)</i>			
<i>School Year</i>	<i>Projected Enrollment</i>	<i>Total Student Stations</i>	<i>Utilization</i>
2021-2022	1,976	2,301	86%
2022-2023	2,122	2,301	92%
2023-2024	2,293	2,301	100%
2024-2025	2,525	2,301	110%
2025-2026	2,790	2,301	121%
2026-2027	3,092	2,301	134%
2027-2028	3,382	2,301	147%
2028-2029	3,538	2,301	154%
2029-2030	3,603	2,301	157%
2030-2031	3,806	2,301	165%

SCHOOL DEVELOPMENT IMPACT FEE CALCULATION

METHODOLOGY

The Lancaster County School District school development impact fee methodology is based on current average public school student generation rates, level-of-service standards, and local costs. The school development impact fees use an incremental expansion approach, which documents the current level of service for public facilities in both quantitative and qualitative measures. The intent is to use development impact fee revenue to expand or provide additional facilities, as needed to accommodate new development, based on the current level of service and cost to provide capital improvements. All school levels are included in the fees. Costs for school buildings (including contents), and land for school sites are included in the fee. Finally, credits for future principal payments on existing and future debt are included.

CONSTRUCTION COSTS

The Lancaster County School District is responsible for 100 percent of new school construction costs in the District. The per square foot cost of \$343 utilized in this study is based on an Opinion of Probable Cost (OPC) for new K-8 school construction (dated February 9, 2021) prepared by Mechanical Engineering Consulting Associates, Inc. (MECA) for the Lancaster County School District.

Figure 11. K-8 School Construction Cost Assumptions

<i>Site</i>	<i>Cost</i>	<i>Square Feet</i>	<i>Cost/Per Sq. Ft.</i>
Elementary School #10 (Fort Mill)	\$42,278,388	125,000	\$338
Elementary School #8 (Clover)	\$39,719,403	115,000	\$345
Middle School #6 (Fort Mill)	\$53,646,800	155,000	\$346
Weighted Average Total	\$135,644,591	395,000	\$343

Source: Based on Opinion of Probable Cost prepared by MECA, Inc.

LAND COSTS

The Lancaster County School District anticipates the need to purchase land for future school sites to accommodate school capital needs brought about by new residential development in the Indian Land attendance area. School District staff provided acreage and sales price data for recent land purchases totaling approximately 165.18 acres at a cost of approximately \$7.52 million. As shown in Figure 12, the weighted average cost per acre used in this study is \$45,529 per acre. These parcels provide a representative sample reflective of *actual* land purchases by the District. In other words, it is a perfectly reasonable approximation of expected land costs and may actually be on the conservative side since two of the purchases were more than ten years ago. If anticipated land purchases were identified and made public as part of this study, it would likely have the effect of reducing the District's negotiating leverage and result in an even greater cost per acre assumption.

Figure 12. Land Cost Assumptions

<i>Site</i>	<i>Year</i>	<i>Original Cost</i>	<i>Acres</i>	<i>Total Cost Per Acre</i>
Van Wyck Elementary	2006	\$912,250	36.49	\$25,000
Land for New High School	2017	\$5,507,507	100.00	\$55,075
Land for New Elementary School	2012	\$1,100,662	28.69	\$38,364
		\$7,520,419	165.18	\$45,529

Source: Lancaster County School District

CREDITS/OFFSETS

Section 6-1-990(B)(3) of the South Carolina Development Impact Fee Act requires and analysis of:

“extent to which the new development contributes to the cost of system improvements”

Credits for Future Principal Payments on Existing School Capacity

Because the Lancaster County School District debt-financed recent school capacity expansions, a credit is included for future principal payments on outstanding debt. A credit is necessary since new residential units that will pay the development impact fee will also contribute to future principal payments on this remaining debt through property taxes. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

School District staff provided outstanding debt for Lancaster County School District. As shown in Figure 13, outstanding debt from school capacity expansion projects totals approximately \$193.1 million. Annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2024-2025 school year, the total principal payment of \$6,645,000 is divided by projected enrollment of 16,744 for a payment per student of \$397. To account for the time value of money, annual payments per student are discounted using a net present value formula based on an average interest rate of 2.4%. The total net present value of future principal payments per student is \$7,749. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 13. Credit for Future Principal Payments on Existing Debt

	School Year	Principal 2017 GO	Principal 2019A GO	TOTAL PRINCIPAL	Projected Enrollment	Total Credit per Student
1	2021-2022	\$4,065,000	\$100,000	\$4,165,000	15,178	\$274
2	2022-2023	\$1,845,000	\$2,335,000	\$4,180,000	15,808	\$264
3	2023-2024	\$2,170,000	\$3,935,000	\$6,105,000	16,217	\$376
4	2024-2025	\$2,505,000	\$4,140,000	\$6,645,000	16,744	\$397
5	2025-2026	\$2,865,000	\$4,125,000	\$6,990,000	17,247	\$405
6	2026-2027	\$8,785,000	\$4,130,000	\$12,915,000	17,712	\$729
7	2027-2028	\$9,185,000	\$4,345,000	\$13,530,000	18,244	\$742
8	2028-2029	\$9,560,000	\$4,570,000	\$14,130,000	18,821	\$751
9	2029-2030	\$9,950,000	\$6,910,000	\$16,860,000	19,385	\$870
10	2030-2031	\$10,360,000	\$7,190,000	\$17,550,000	19,914	\$881
11	2031-2032	\$10,740,000	\$7,485,000	\$18,225,000	20,443	\$892
12	2032-2033	\$11,135,000	\$5,800,000	\$16,935,000	20,972	\$808
13	2033-2034	\$11,590,000	\$6,040,000	\$17,630,000	21,501	\$820
14	2034-2035	\$12,065,000	\$6,250,000	\$18,315,000	22,030	\$831
15	2035-2036	\$12,555,000	\$6,445,000	\$19,000,000	22,559	\$842
	Total	\$119,375,000	\$73,800,000	\$193,175,000		\$9,883

Discount Rate	2.7%
Net Present Value	\$7,749

Source: Lancaster County School District Cumulative Bond Payment Schedule

Credit for Existing and Future Debt Principal

The Lancaster County School District would need to issue debt through a bond referendum to fund future K-8 school construction. Because this referendum has not been proposed at the time of this Capital Improvement Plan and Development Impact Fee Study, TischlerBise has estimated what the principal payments would be on a bond issued in 2021 in the amount of anticipated school construction. To ensure that new development does not “double pay” through the development impact fee and again through future property tax payments, a credit is included for estimated principal payments on this future debt. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

As shown in Figure 14, projected future debt from school K-8 capacity expansion projects estimated at approximately \$53.6 million. Projected annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2022-2023 school year, the total projected principal paid by the residential tax base (\$2,682,340) is divided by projected enrollment of 15,808 for a payment per student of \$170. To account for the time value of money, annual payments per student are discounted using a net present value formula based on the projected interest rate of 2.7%. The total net present value of future principal payments per student is \$2,196. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 14. Credit for Principal Payments on Future Debt

<i>School Year</i>	<i>Principal Payments</i>	<i>Projected Enrollment</i>	<i>Total Credit per Student</i>
2020-2021	\$2,682,340	14,608	\$184
2021-2022	\$2,682,340	15,178	\$177
2022-2023	\$2,682,340	15,808	\$170
2023-2024	\$2,682,340	16,217	\$165
2024-2025	\$2,682,340	16,744	\$160
2025-2026	\$2,682,340	17,247	\$156
2026-2027	\$2,682,340	17,712	\$151
2027-2028	\$2,682,340	18,244	\$147
2028-2029	\$2,682,340	18,821	\$143
2029-2030	\$2,682,340	19,385	\$138
2030-2031	\$2,682,340	19,914	\$135
2031-2032	\$2,682,340	20,443	\$131
2032-2033	\$2,682,340	20,972	\$128
2033-2034	\$2,682,340	21,501	\$125
2034-2035	\$2,682,340	23,617	\$114
2035-2036	\$2,682,340	22,030	\$122
2036-2037	\$2,682,340	22,559	\$119
2037-2038	\$2,682,340	23,088	\$116
2038-2039	\$2,682,340	23,617	\$114
2039-2040	\$2,682,340	24,146	\$111
Total	\$53,646,800		\$2,804
Discount Rate			2.7%
Net Present Value			\$2,196

Source: TischlerBise, based on equal annual principal payments on the cost of future schools

Credit for Excess Revenue

In addition to credits for existing and future contributions to debt principal payments, TischlerBise also evaluated the extent to which new development may contribute to school capital facility construction through other revenue sources.

The current school funding structure in South Carolina, under Act 388, separates revenue streams for capital projects and general operations. The Lancaster County School District funds capital projects, such as new school construction, through its debt millage, which is currently set at 65 mills. A credit, intended to offset this annual contribution of debt millage for principal payments on existing and future debt, is discussed above.

General operational budgets are funded by tax on commercial and rental properties, whereas owner-occupied homes are exempt. The majority of homes within the District are owner-occupied and do not pay operating millage to the District. Therefore, a credit for additional revenue that contributes to the cost of system improvements is not required.

SCHOOL DEVELOPMENT IMPACT FEE INPUT VARIABLES

Factors used to derive the Lancaster County School District's school development impact fees are summarized in Figure 15. Development impact fees for schools are based on student generation rates (i.e., public school students per housing unit) and are only assessed on residential development. Level-of-service standards are based on current costs per student for school buildings and land, as described in the previous sections and summarized below.

The gross capital cost per student is the sum of the cost per student for each component. The calculation is as follows: $\$39,533$ [building construction] + $\$1,597$ [land] = $\$41,130$ gross capital cost per student.

The net local capital cost per student is the sum of the gross capital cost per student and the recommended revenue credits. Continuing from above, the calculation is as follows: $\$41,130$ [gross capital cost per student] - $\$7,749$ [credit for future payments on existing debt service principal] - $\$2,196$ [credit for future payments on future debt service principal] = $\$31,185$ net local capital cost per student.

Figure 15. School Development Impact Fee Input Variables

Public School Students per Housing Unit	
	(K-8)
Single Family	0.263
Multifamily	0.279

Current Level of Service Standards	
	K-8
Permanent Building Square Feet per Student	115.26
Cost per Square Foot	\$343
Total Building Construction Cost per Student Station	\$39,533
Acreage per Student	0.04
Land Cost per Acre	\$45,529
Land Cost per Student	\$1,597
Total Gross Capital Cost per Student	\$41,130
Credit for Future Debt Principal	(\$2,196)
Credit for Existing Debt Principal	(\$7,749)
Total Net Local Capital Cost per Student	\$31,185

MAXIMUM ALLOWABLE SCHOOL DEVELOPMENT IMPACT FEES

Figure 16 shows the schedule of maximum allowable development impact fees for the Indian Land attendance area of the Lancaster County School District. The fees are calculated by multiplying the student generation rate for each housing type by the net capital cost per student for each type of school. Each component is then added together to derive the total school development impact fee.

For a single family unit, the K-8 school development impact fee is calculated by multiplying the student generation rate of 0.263 by the net local capital cost per elementary student of \$31,185, which results in a fee of \$8,202 per single family unit. This is repeated for the multifamily housing type.

Figure 16. Maximum Allowable School Development Impact Fees

Maximum School Impact Fees: Lancaster County School District	
	<i>K-8 Allowable Fee</i>
Single Family	\$8,202
Multifamily	\$8,701

APPENDIX A: HOUSING AFFORDABILITY ANALYSIS

Section 6-1-930(2) of the South Carolina Development Impact Fee Act requires:

“Before imposing a development impact fee on residential units, a governmental entity shall prepare a report which estimates the effect of recovering capital costs through impact fees on the availability of affordable housing within the political jurisdiction of the governmental entity.”

In accordance with South Carolina Development Impact Fee Act, this chapter estimates the effects of imposing the maximum supportable development impact fees on the affordability of housing in the Lancaster County. The analysis will examine the current household income and housing expenses that burden an average household in the County. Next, the maximum supportable development impact fee will be included in the cost burden analysis to identify the effect the proposed development impact fees will have on affordable housing.

A similar analysis was completed in the TischlerBise development impact fee study for Lancaster County and County facilities. **To ensure that the results are comparable, dollars have been inflated to the same date July, 2020.**

South Carolina Development Impact Fee Act

Affordable housing is defined in South Carolina Development Impact Fee Act as housing to families whose incomes do not exceed 80 percent of the median income for the service area or areas within the jurisdiction of the governmental entity. The Act does not mention a preferred methodology to examine the household's whose income does not exceed 80 percent of the median income. Therefore, the analysis uses the US Housing and Urban Development's (HUD) criteria that housing should be 30 percent or less of a household's income. The cost of housing is “moderately burdensome” if its cost burden is over 30 percent and “severely burdensome” if the ratio is over 50 percent.

Maximum Supportable Development Impact Fee

The development impact fees found in Figure 17 represent the highest amount supportable for housing units by housing type, which represents new growth's fair share of the cost for capital facilities. The County may adopt fees that are less than the amounts shown. However, a reduction in development impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service. The housing affordability analysis will assume a conservative condition for assessing the effect of the development impact fee on affordable housing in Lancaster County (i.e., the maximum supportable development impact fee amount). If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 17. Maximum Supportable Development Impact Fee

Maximum School Impact Fees: Lancaster County School District	
	<i>K-8 Allowable Fee</i>
Single Family	\$8,202
Multifamily	\$8,701

Housing Stock

Listed in Figure 18, the majority of housing in the service area is single family units. Additionally, the majority of owner-occupied units are single family, while renter-occupied units are a mix of the three housing types.

Figure 18. Housing Stock Characteristics

Units in Structure	Owner-Occupied		Renter-Occupied		Renter & Owner Combined				
	Persons	HsehlDs	Persons	HsehlDs	Persons	HsehlDs	Hsg Units	PPHH	PPHU
Single family [1]	28,959	11,250	2,142	664	31,101	11,914	12,522	2.61	2.48
2 to 4	38	38	30	30	68	68	68	1.00	1.00
5 or more	40	21	604	266	644	287	329	2.24	1.96
Total	29,037	11,309	2,776	960	31,813	12,269	12,919	2.59	2.46
					Vacant HU		650		
					Occupancy Rate		95%		
Summary by Type of Housing	Totals								
	Persons	HsehlDs	Hsg Units	PPHH	PPHU	Hhld Mix	Hsg Mix		
Single Family [1]	31,101	11,914	12,522	2.61	2.48	97%	97%		
Multifamily [2]	712	355	397	2.01	1.79	3%	3%		
Total	31,813	12,269	12,919	2.59	2.46	100%	100%		

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Household Income

The purchasing power of residents to secure housing is represented by personal income. Personal income includes all wages, tips, and bonuses from employment, as well as retirement income earned from a pension plan or retirement account. In the analysis, household income represents all residents living in the housing unit, no matter relationship. From the US Census Bureau American Community Survey, in 2018 the median annual household income for owner-occupied household in the Greater Panhandle Service Area was \$82,294. By using the US Bureau of Labor Statistics' CPI Calculator, the current household income is estimated at \$84,616. The annual income for a household making 80 percent of the area's median is \$67,693, or \$5,641 per month. This is done for renter-occupied households as well.

Figure 19. Median Household Income

Tenure	Median Annual Hsehold Income (2018)	Median Annual Hsehold Income (2020)	80% of Median Annual Income	Monthly Income
Owner-occupied	\$82,294	\$84,616	\$67,693	\$5,641
Renter-occupied	\$52,868	\$54,360	\$43,488	\$3,624

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S.

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates median income to July, 2020 dollars.

Cost of Homeownership

The analysis uses nine categories to calculate the baseline cost of homeownership: purchase price; mortgage payment; property tax; existing Lancaster County impact fees; fire district fee; solid waste collection fee; water, sewer and electric utilities; telephone, cable and internet utilities; and homeowners insurance.

The following section details the costs included.

Purchase Price

The median home value is used to estimate the purchase price of a home. The American Community Survey estimates that the median value of a home in the service area in 2018 was \$263,543 (US Census Bureau, 2014-2018 American Community Survey 5-Year Estimates). With the US Bureau of Labor Statistics' CPI Calculator, the current home value is estimated to be \$270,981. Furthermore, the proposed maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total purchase price of \$273,214.

Mortgage Payment

A conventional, fixed-rate 30-year mortgage is assumed to estimate monthly costs of principal and interest on a home loan. The down payment for a loan is assumed to be 20 percent of the purchase price ($\$273,214 \times 20\% = \$54,643$). The loan amount for the mortgage is determined by subtracting the down payment from the purchase price ($\$273,214 - \$54,643 = \$218,571$). As of October 7th, 2020, an interest rate of 3.00 percent is assumed for the home purchase based on a survey of competitive interest rates in Lancaster County (www.nerdwallet.com). The monthly mortgage payment is \$922.

Property Tax

To calculate annual property tax, homes in Lancaster County that are permanent residences are subject to 4 percent assessment ratio and a property tax millage rate. Depending on their location, residents are subject to a property tax for municipal services, school services, and fire services. The average total millage rate is 338.15. Furthermore, there is a credit for sales tax in Lancaster County which reduces resident's property tax bill. The credit is 0.072 percent of the home value. For an average valued home in Lancaster County, the credit is \$198.

As a result, the analysis assumes an annual property tax for the average valued home is \$3,498 ($\$273,214 \times 4\% \times 338.15 / 1,000 = \$3,695$ [gross property tax bill] - \$198 [sales tax credit] = \$3,498).

Existing Lancaster County Impact Fees

Although not adopted at the time of this study, TischlerBise is conducting a development impact fee study for Lancaster County for County facilities. Taking a conservative approach to the affordability analysis, the maximum supportable fee amounts in the Lancaster County study are included in the base conditions. The maximum supportable amount for single family units is \$2,233 and is included in the property value and property tax calculation. The maximum supportable amount for multifamily units is \$1,586 and is assumed to be recovered by the owner over 30 years.

Fire District Fee

In the Pleasant Valley and Indian Land Fire Districts there is an annual fee of \$75 that each household pays which helps fund debt service and operations. Although, this fee does not exist throughout the Impact Fee Service Area, a conservative approach is taken, and the fee included in the affordability analysis.

Solid Waste Collection Fee

A weekly pick-up service for trash and recycling was researched online. The service was found to cost an average of \$28 per month (Active Waste Solutions).

Water, Sewer, and Electric Utilities

Based on a 2019 survey by South Carolina Rural Infrastructure Authority Office of Local Government, residential customers in Lancaster County Water and Sewer District averaged \$43 per month for water and \$35.93 per month for sewer.

Additionally, for an average household that uses 1,000 kilowatts of electricity per month, Dominion Energy charges \$108.

As a result, there is an estimated monthly bill of \$187 per month for these utilities.

Telephone, Cable, and Internet Utilities

Spectrum is a provider of telephone, cable, and internet in Lancaster County. From their website, the three services costs \$100 per month.

Homeowner's Insurance

Homeowner's insurance provides protection for the home and is generally required when a home has a mortgage. Conservatively, monthly insurance is estimated to be 10 percent of the monthly mortgage payment or \$92.

Monthly Payment

By compiling the month obligations, it is estimated that the monthly cost for homeownership is \$1,627. At the end of this chapter the monthly costs are listed in Figure 22.

Cost of Renting

The cost of renting a home in the Greater Panhandle Service area is estimated with data provided by the US Census Bureau. In 2018, the median gross rent (including all utilities and rental insurance) is estimated

to be \$1,255. With the US Bureau of Labor Statistics' CPI Calculator, the current cost of renting is estimated to be \$1,290. Furthermore, the proposed multifamily maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total cost of renting of \$1,294.

Cost Burden Analysis

The cost burden for affordable housing is measured as the ratio between monthly payments for housing (including property tax, fee, utilities, and insurance) and monthly gross household income. An analysis was conducted for residents that purchase a home and residents that rent a home. A cost burden ratio of 30 percent is used as the threshold to determine housing affordability in the service area.

Scenario 1: Baseline Conditions

Figure 20 summarizes the cost burden analysis for residents purchasing or renting a median valued home without the proposed maximum supportable development impact fee included. Based on the results, owner-occupied housing costs are below the affordability cost burden for households whose income is 80 percent of the area's median income. Renter-occupied housing costs are above the threshold.

Figure 20. Scenario 1: Cost Burden Analysis without Maximum Supportable Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	\$5,641	\$1,627	28.8%
Renter-Occupied	\$3,624	\$1,294	35.7%

Scenario 2: Baseline Condition + Proposed Development Impact Fee

In the second scenario, the maximum supportable development impact fee is included into the cost burden analysis to highlight the effects the fee has on housing affordability. Indicated in Figure 18, owner-occupied housing units are predominately single family units and renter-occupied housings is mixed between the three categories (single family, 2 to 4 units, and 5 or more). Since the development impact fee is calculated by housing size, the owner-occupied housing unit will be assessed the fee for a single family detached unit (\$8,202) and the renter-occupied housing unit will be assessed the fee for an average sized multifamily unit (\$8,701).

The analysis takes a conservative approach and assumes the purchase price of the median home is raised by the development impact fee. This ultimately increases the household's mortgage payment and property tax, see Figure 22. For renter-occupied housing units, the analysis assumes that the development impact fee will be recouped by the landlord through an increase in monthly rent and will be recouped over 30 years.

Listed in Figure 21, the monthly costs for owners and renters only marginally increases with the maximum supportable development impact fee. The cost burden for owner-occupied housing only increases by 0.5 percentage points while the increase in costs for renter-occupied housing increases by 0.7 percentage points.

Figure 21. Scenario 2: Cost Burden Analysis with Proposed Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	\$5,641	\$1,653	29.3%
Renter-Occupied	\$3,624	\$1,318	36.4%

Conclusion

The South Carolina Development Impact Fee Act requires preparation of a report that estimates the effect of imposing development impact fees on affordability of housing in the jurisdiction. To calculate the effect, a household that earns 80 percent of the median income should have a cost burden ratio of 30 percent or less for housing. Currently, home ownership is below the affordability threshold, but renting is above the threshold. **This analysis has concluded that the maximum supportable development impact fee results in a marginal increase to the monthly cost for residents and that the increase is low enough that the existing cost burdens are unaffected.** As noted, this analysis takes a conservative approach and assumes that the development impact fees are absorbed entirely by the home occupants. If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 22. Cost of Homeownership

	Monthly Payment Calculation	
	Scenario 1 Baseline Condition	Scenario 2 Baseline Condition + Impact Fee
Purchase Price	\$273,214	\$279,183
Down Payment	\$54,643	\$55,837
Loan Amount	\$218,571	\$223,346
Loan Length (Years)	30	30
Loan Length (Months)	360	360
Yearly Interest Rate	3.00%	3.00%
Monthly Interest Rate	0.25%	0.25%
Monthly Payment	\$922	\$942
Property Tax (per month)	\$292	\$298
Fire District Residential Fee	\$6	\$6
Stormwater Fee	\$28	\$28
Water, Sewer & Electric Utilities	\$187	\$187
Telephone, Cable & Internet Utilities	\$100	\$100
Homeowners Insurance	\$92	\$92
Monthly Cost	\$1,627	\$1,653

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1769 / Planning Case Number: DA-2021-0528

Contact Person / Sponsor: Robert Tefft / Planning

Department: Attorney

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. The Planning Commission conditionally approved the Preliminary Plat at their November 16, 2021 meeting.

Points to Consider:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA 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.

This development project is outside of the impact fee collection area for the recently enacted Development Impact Fees and not subject to the imposition of impact fees. The developer, though not subject imposition of impact fees, has proposed payments within the Development Agreement to offset the potential impact of the development on schools (\$500/unit), public safety (\$1,000/unit), and public works facilities (\$250/unit).

Exhibit A-2 and B-1 to the Development Agreement are attached to the agenda materials separately.

Funding and Liability Factors:

N/A

Council Options:

To approve or disapprove the Development Agreement.

Recommendation:

Planning Commission unanimously recommended **approval** of the Development Agreement at their November 16, 2021 meeting. There was no discussion amongst the Commission and no one from the public spoke in favor or in opposition.

Staff also recommended approval of the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1769	11/29/2021	Ordinance
Ex 1 to Ordinance 2021-1769 and to Staff Report: Development Agreement	12/6/2021	Agreement
Exhibit A-2 and Exhibit B-1 to Development Agreement	1/18/2022	Exhibit
Staff Report	11/19/2021	Planning Staff Report
Ex 2: Location / Zoning Map	11/19/2021	Exhibit
Ex 3: Preliminary Plat	11/19/2021	Exhibit
Ex 4: Traffic Impact Analysis	11/19/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1769

COUNTY OF LANCASTER

(

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH ARBOR CONSTRUCTION, LLC, IN CONNECTION WITH A MAJOR SUBDIVISION PRELIMINARY PLAT SD-2021-0528, WHICH PROPOSES A 92-LOT SINGLE-FAMILY CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO) DEVELOPMENT, 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) Arbor Construction, LLC, (“Arbor”) submitted a Major Subdivision Preliminary Plat (“Preliminary Plat”) consisting of a single family detached residential neighborhood located upon a total of 47.47 acres of real property zoned Medium Density Residential (MDR) District and Arbor seeks to utilize the Cluster Subdivision Overlay District (CSO) for a development project. The intent is to develop the 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards. The Preliminary Plat received conditional approval by the Planning Commission at its November 16, 2021, meeting.
- (b) The Development Agreement has been submitted and requested by Arbor pursuant to the UDO requirement that all land development projects that seek a Medium Density Residential (MDR) District/Cluster Subdivision Overlay District (CSO) be governed by a development agreement and so that Arbor 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) The Development Agreement attached hereto and incorporated herein as **Exhibit “1”** is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”), and satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.
- (d) 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.
- (e) 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 November 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 5-0- 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 _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Public Hearing: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **DEVELOPMENT AGREEMENT**
)
) **ARBOR MEADOWS**

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of _____ 2022 (“Agreement Date”), by and between Arbor Meadows, LLC, a North Carolina limited liability company (“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 47.47 acres, more or less, located in the County and known as the Arbor Meadows 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. 0087-00-105.00, comprising the Property, be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, 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 remain zoned Medium Density Residential (MDR) District and fully entitled for development as further provided by this Agreement 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 _____ 2022.

(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 Arbor Meadows, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

(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-4 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. 2021-1769” means Ordinance No. 2021- 1769 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) “Parties” means County and Developer.

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

(13) “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-3.

(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 one parcel of land identified as Tax Map Nos, 0087-00-105.00, 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. The Property are currently zoned Medium Density Residential (MDR) District and thus no rezoning is anticipated as the Parties desire for the Property to remain zoned as Medium Density Residential and as further entitled as provided by the terms of this Agreement.

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, unless otherwise modified by this Agreement. 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. The Development Program for the Property is set forth in 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. 2021-1769 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- 1769 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 and that the highlands equal approximately Forty-Two and 93/100 acres (42.93).

(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, the UDO, and the Laws and Land Development Regulations defined in Section 3.01(B). 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-4 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 its zoning classification, 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, but only to the extent of specific and express modifications contained in this Agreement.

(E) The Developer acknowledges that performance 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. Nothing in this section modifies the warranty requirements of Section 6.9.3 of the UDO or the performance requirements of Section 8.4.3.A.4 of the UDO.

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 – E4, 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. On July 29, 2021, the County passed ordinances implementing development impact fees on each emergency medical services, law enforcement, fire and parks & recreation. On September 13, 2021, the County passed an ordinance implementing school impact fees. All of these impact fees were imposed on the Panhandle Region of Lancaster County as further described in the implementing impact fee ordinances. The Property is outside the Panhandle Region and thus not subject to these impact fees.

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 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 County One Thousand (\$1,000.00) 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 Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Funds for Public Works. Developer agrees to pay County Two Hundred Fifty (\$250.00) Dollars per housing unit to offset the impact of the development upon the Lynwood

Convenience Center located near the Property. The public works payment shall be paid when a building permit is issued.

Section 4.01E. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B, Section 4.01C, and Section 4.01D (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 News-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 becomes 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 4.01F. 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 general applicability to property development within the County or areas including the Property 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, 4.01C, and 4.01D.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 202_, 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 subject to the cap set forth in Section 4.02. 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 Elgin Fire & Rescue service area and fire services will be provided by Elgin Fire & Rescue, or its successor entities. Developer acknowledges that Elgin Fire & Rescue 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: Arbor Meadows, LLC
Attn: Brian J. Macuga, Sr.
4119-I Rose Lake Drive
Charlotte, NC 28217

With a Copy to: Spencer & Spencer
Attn: Paul Dillingham
226 East Main Street, Suite 200
P.O. Box 790
Rock Hill, SC 29731

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., October 29, 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:

Arbor Meadows, LLC,
A North Carolina limited liability company

By: _____
Name: Brian J. Macuga
Title: Member

Date: _____

By: _____
Name: Jeff Jernigan
Title: Vice President

Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of North Carolina, do hereby certify that Arbor Meadows, LLC, by its authorized signatories personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____day of _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

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)
)
COUNTY OF LANCASTER) ACKNOWLEDGMENT

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 _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows: fronting and north of Pineview Drive (S•29-521), being shown, described and designated as Tract A containing 44.79 acres on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2007-824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Grace Contractors, Inc. dated July 12, 2007 in Deed Book 410, Page 22 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 2:

All those certain pieces, parcels or lots of land, lying, being and situate in Lancaster County, South Carolina, and more particularly described as follows: located on the north side of Pineview Drive, being shown, described and designated as Lots B, C, D, E, F, G, and H on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina in Plat Book 2007, Page 824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Richard R. Weisner, Jr., Melanie W. Brown, and Melissa W. Roach, dated April 23, 2018 and recorded April 23, 2018 in Deed Book 1134, page 1 in the Register of Deeds Office, Lancaster County, South Carolina.

Exhibit A-2

Plat

Exhibit B

Development Program

1. *Conceptual Site Plan*: The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements*: The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation*:
 - a. Offsite Improvements:
 - i. Traffic Impact Analysis (TIA): Provided by Developer dated March 10, 2021.
 - ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required offsite improvements at this time.
 - b. Onsite Improvements:
 - i. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required onsite improvements at this time.
 - ii. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
 - iii. *Traffic Calming*: None required
 - iv. *Walkway Connections*: Developer shall install a pedestrian walkway connecting the Property to Pineview Drive, depicted in Exhibit A-2.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties, as required, and will install a sanitary sewer trunk line on the Property to connect to serve the Property via the existing sewer line outfall which flows to the Turkey Creek Pump Station, which trunk line will be dedicated to the Lancaster County Water and Sewer District.
8. *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 B-1
Conceptual Site Plan
[Attached]

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	46 units
2	46 units
Total	92 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 92 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, Arbor Land Holdings, LLC a North Carolina limited liability company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire 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. 2021-1769, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. 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-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2021-1769

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[The UDO, updated to the effective date of the Ordinance 2021- 1769, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-4

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

<u>ROAD NAMES:</u>	<u>CLASSIFICATION:</u>	<u>LENGTH:</u>
HALMAN ROAD	COLLECTOR RESIDENTIAL STREET	± 2,730 LF
VALE STREET	LOCAL RESIDENTIAL STREET	± 1,864 LF
SHIVA COURT	LOCAL RESIDENTIAL STREET	± 316 LF
DEER COURT	LOCAL RESIDENTIAL STREET	± 246 LF
TOTAL LENGTH OF PROPOSED ROADS:		± 5,156 LF

The diagrams illustrate the required setbacks for a house on a lot, based on the lot width and depth. The setbacks are defined as follows:

- Setbacks:**
 - F: 20'
 - S: 7.5'
 - CS: 15'
 - R: 30'

The diagrams show the following dimensions and setbacks for each lot size:

- 55' x 120' Lot NTS:** The lot width is 55.00'. The setbacks are F: 20', S: 7.5', CS: 15', and R: 30'. The diagram shows the house footprint, the setbacks, and the public row (privately maintained street).
- 65' x 125' Lot NTS:** The lot width is 65.00'. The setbacks are F: 20', S: 7.5', CS: 15', and R: 30'. The diagram shows the house footprint, the setbacks, and the public row (privately maintained street).
- 75' x 130' Lot NTS:** The lot width is 75.00'. The setbacks are F: 20', S: 7.5', CS: 15', and R: 30'. The diagram shows the house footprint, the setbacks, and the public row (privately maintained street).

66.00' RIGHT OF WAY

2.50' 5.00' 12.50' 2.00' 11.00' 11.00' 8.50' 0.50' 5.00' 2.50'

PARALLEL PARKING

5' CONC. SIDEWALK (TYP.)

BARRIER CURB (TYP.)

1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING
2. PAVEMENT SECTION SHALL BE GREATER AS SHOWN OR AS DETERMINED BY CBR ANALYSIS
3. DETAILED DRAINAGE CALCULATIONS REQUIRED
4. ROADSIDE DITCHES SHALL BE LINED WITH NORTH AMERICAN GREEN SC 150BN OR APPROVED EQUAL
5. ROAD SHALL BE A MINIMUM OF 26 FEET OF STREET PAVEMENT WIDTH FOR THE 20 FEET BEFORE AND AFTER EACH FIRE HYDRANT.

NOT TO SCALE

TOTAL LOTS	92
55' x 120' LOTS	31 (34%)
65' x 125' LOTS	31 (34%)
75' x 130' LOTS	30 (33%)

LOTS	92
LOTS	31 (34%)
LOTS	31 (34%)
LOTS	30 (33%)

SHEET 1

SHEET 2

DEER COURT (65' S/W PRIVATE ROAD)

HALMAN ROAD (65' S/W PRIVATE ROAD)

SHIVA COURT (65' S/W PRIVATE ROAD)

VALE STREET (65' S/W PRIVATE ROAD)

MEADOW PLAZA DRIVE

PINEVIEW DRIVE (65' S/W PUBLIC ROAD)

BACK OF CURB

30' MIN.

30' MIN.

30' MIN.

30' MIN.

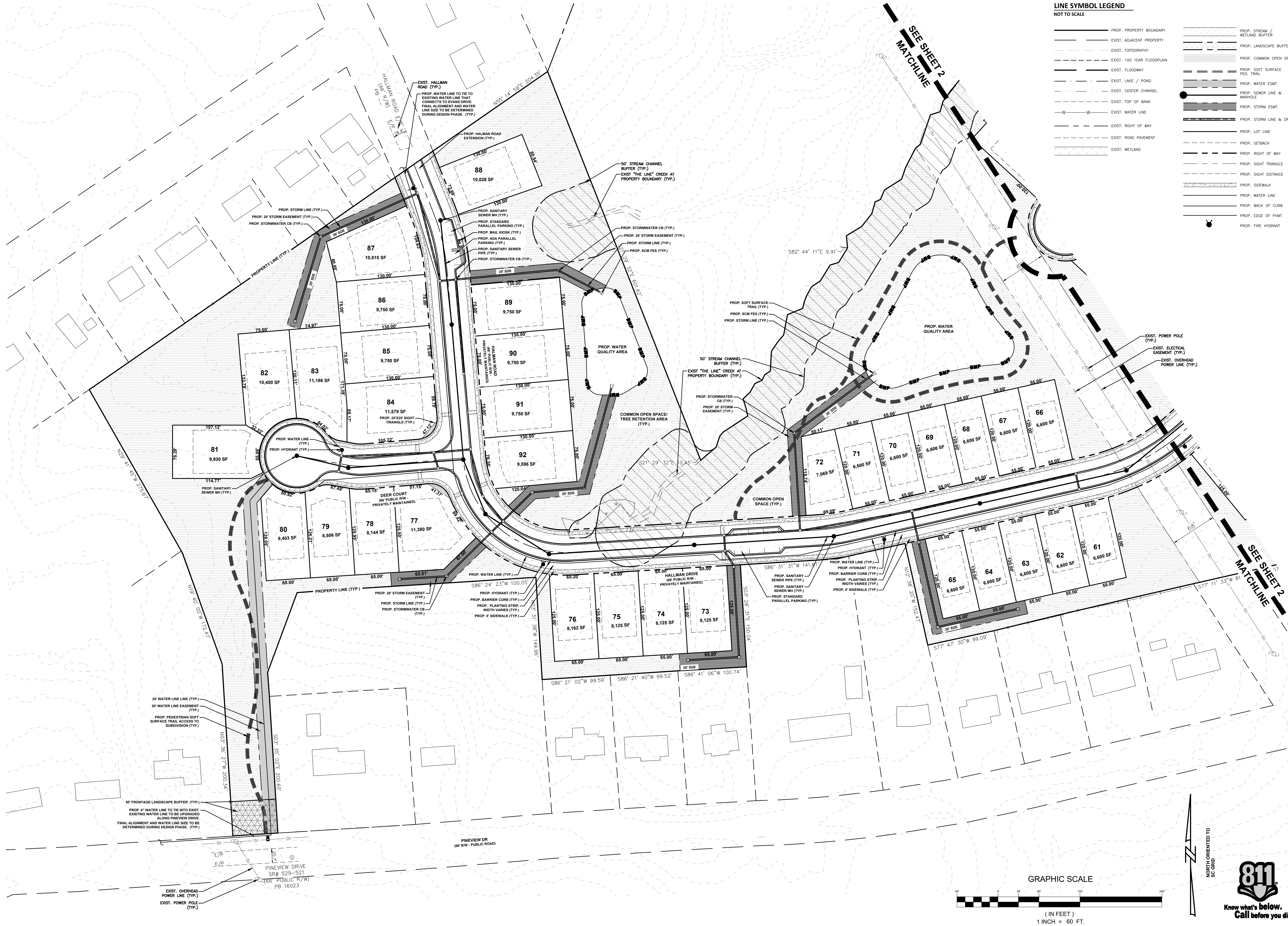
CUL-DE-SAC

R/W

R/W

900 FEET MAXIMUM
UNLESS APPROVED OTHERWISE

* RADIUS MAY BE REDUCED TO 42.5'
IF CURB & GUTTER IS NOT USED.



LINE SYMBOL LEGEND
NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PMT
- PROP. FIRE HYDRANT

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Fort Mill, SC 29708
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ESP

STATE OF SOUTH CAROLINA
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
No. 1127
378-C

BY: _____
DATE: _____
REVISION: _____
NO. 1

PRELIMINARY PLAT
ARBOR MEADOWS
PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC
LANCASTER COUNTY, SC

PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET:
1 OF 2

PROPOSAL: **SD-2021-0528:** Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).

DA-2021-0528: Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

PROPERTY LOCATION: Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00)

CURRENT ZONING: Medium Density Residential (MDR) District

PROPOSED ZONING: MDR District / Cluster Subdivision Overlay District (CSO)

APPLICANT: Arbor Construction, LLC

COUNTY COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal

The applicant has requested to develop the subject 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards.

Site Information & Existing Condition

The subject parcel is currently vacant and wooded.

Summary of Adjacent Zoning and Uses

The subject parcel is surrounded by other parcels zoned MDR District, and is comprised of single-family dwellings generally on 100-foot wide or larger lots.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential; Vacant
South	Lancaster County	MDR	Single-Family Residential
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	MDR	Single-Family Residential

DEVELOPMENT SUMMARY:

Cluster Subdivision Overlay District (CSO)

Pursuant to UDO Section 4.4.1, the following general provisions apply to the Cluster Subdivision Overlay District:

Minimum Acreage: Pursuant to UDO Section 4.4.1.A, the minimum tract area for a cluster subdivision shall be 30 gross acres, shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. As proposed, the site shall consist of a single 47.47-acre (42.93 highland) parcel, and connects to the Pineview Drive collector right-of-way.

Minimum Lot Area: Pursuant to UDO Section 4.4.1.B, the minimum lot area per dwelling unit within a cluster subdivision shall be 5,000 square feet. The smallest lot within the proposed subdivision shall be approximately 6,600 square feet.

Minimum Lot Width: Pursuant to UDO Section 4.4.1.C, in a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be 50'. The smallest lot width within the proposed subdivision shall be 55'.

Variety of Lot Sizes: Pursuant to UDO Section 4.4.1.D, individual lots in a cluster subdivision shall vary in size and layout. No more than 34% of the lots in a cluster subdivision shall have a single designated lot width. The proposed subdivision proposes the following lot sizes:

Lot Size	Number of Lots	Percentage of Subdivisions
55' x 120'	31	34%
65' x 125'	31	34%
75' x 130'	30	33%

Setbacks: Pursuant to UDO Section 4.4.1.E, the minimum front, rear, and side yard setbacks shall be 20', 30', and 7.5', respectively. The typical lot detail provided on the preliminary plat notes that these setbacks shall be met for each of the three lot types.

Open Space Requirement: Pursuant to UDO Section 4.4.1.F, no less than 25% of the site acreage, not including primary conservation areas, shall be set aside in perpetuity as open space. This same section establishes the formula by which the required open space shall be determined and, based upon that formula, 15.27 acres (32%) of the site is required to be set aside. The proposed subdivision would have 18.06 acres (38%) of open space in compliance with this requirement.

Maximum Density: Pursuant to UDO Section 4.4.1.G, the maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter 2 of the UDO (2.5 dwelling units per acre). At this density, the 47.47-acre site would allow a total of 118 dwelling units, and only 92 are proposed.

Commercial Requirement: Pursuant to UDO Section 4.4.1.H, there shall be no required commercial within a cluster subdivision. No commercial uses are proposed as a part of the subdivision.

Required Improvements for all Development

Pursuant to UDO Section 6.3, paved streets, park/open space, street trees, and sidewalks are required for all development within the MDR District. The proposed preliminary plat provides for all of these with the exception of the street trees; however the following general note (#18) was provided:

Applicant to install street trees outside of 5' planting strip behind sidewalk. Street trees to be located 3-4' behind back of sidewalk either in the front yard of each lot, side yard of

each lot or in a common open space area. Exact locations to be determined at construction documents to avoid conflicts with utilities and driveways.

This note is not only inconsistent with the location of the proposed planting strip as depicted on the preliminary plat, but also inconsistent with the Street Tree Planting Requirements set forth in UDO Section 7.1.3.A, with one canopy tree for every 40' of street frontage of all rights-of-way adjacent to the development.

Connectivity

Pursuant to UDO Section 6.4.3.A, all development for which new streets are being constructed shall be required to achieve a minimum connectivity index of 1.3 (segments/nodes). The development proposal includes eight segments, and six nodes for a connectivity index of 1.33 in compliance with the standard.

Transportation

As required by UDO Section 6.8, the applicant commissioned a Traffic Impact Analysis (TIA) from Impact Designs, LLC. The TIA looked at three locations relevant to the project (see below), and found that no improvements to mitigate the development's impact are necessary. The TIA was reviewed by SCDOT staff who concurred with those findings.

Intersections	Improvements
McIlwain Road and Pineview Drive	None Required
Cane Mill Road and Pineview Drive	
McIlwain Road and Hilton Way Road	

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has not provided any comments regarding this development proposal.

Public Schools

The Lancaster County School District (LCSD) has not provided any comments regarding this development proposal.

DEVELOPMENT AGREEMENT:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The DA 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 December 13, 2021 (first reading of the ordinance).

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and surrounding parcels



Looking north along Pineview Drive with subject parcel on left



Looking southeast from Pineview Drive access to subject parcel



Looking south from Hallman Road at subject parcel

STAFF RECOMMENDATION:

Staff recommends **conditional approval** of this Major Preliminary Subdivision Plat request subject to the condition that all outstanding TRC/Evolve comments are addressed, and based upon the following findings of fact:

1. That the subject application involves parcel TM# 0087-00-105.00;
2. That the subject parcel is currently zoned MDR District, and is proposed to have MDR zoning with Cluster Subdivision Overlay District (CSO);
3. That the subject parcel has a Future Land Use Category of Transitional and a Community Types of Suburban Single-Family Neighborhood, Suburban Multi-Family Neighborhood, and Suburban Commercial Center;
4. That the proposal consists of a Preliminary Plat for a 92-lot Cluster Subdivision; and
5. That the proposed Cluster Subdivision shall comply with those specific Cluster Subdivision Overlay District provisions set forth in UDO Section 4.4.1.

ATTACHMENTS:

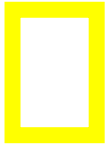
1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. TIA and Consultant Memo
5. TRC/Evolve Comments

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Proposal:
Preliminary Plat 92 lots

Legend:



Subject Property



Smokerise Custom
Exhaust



Beacon Baptist Church



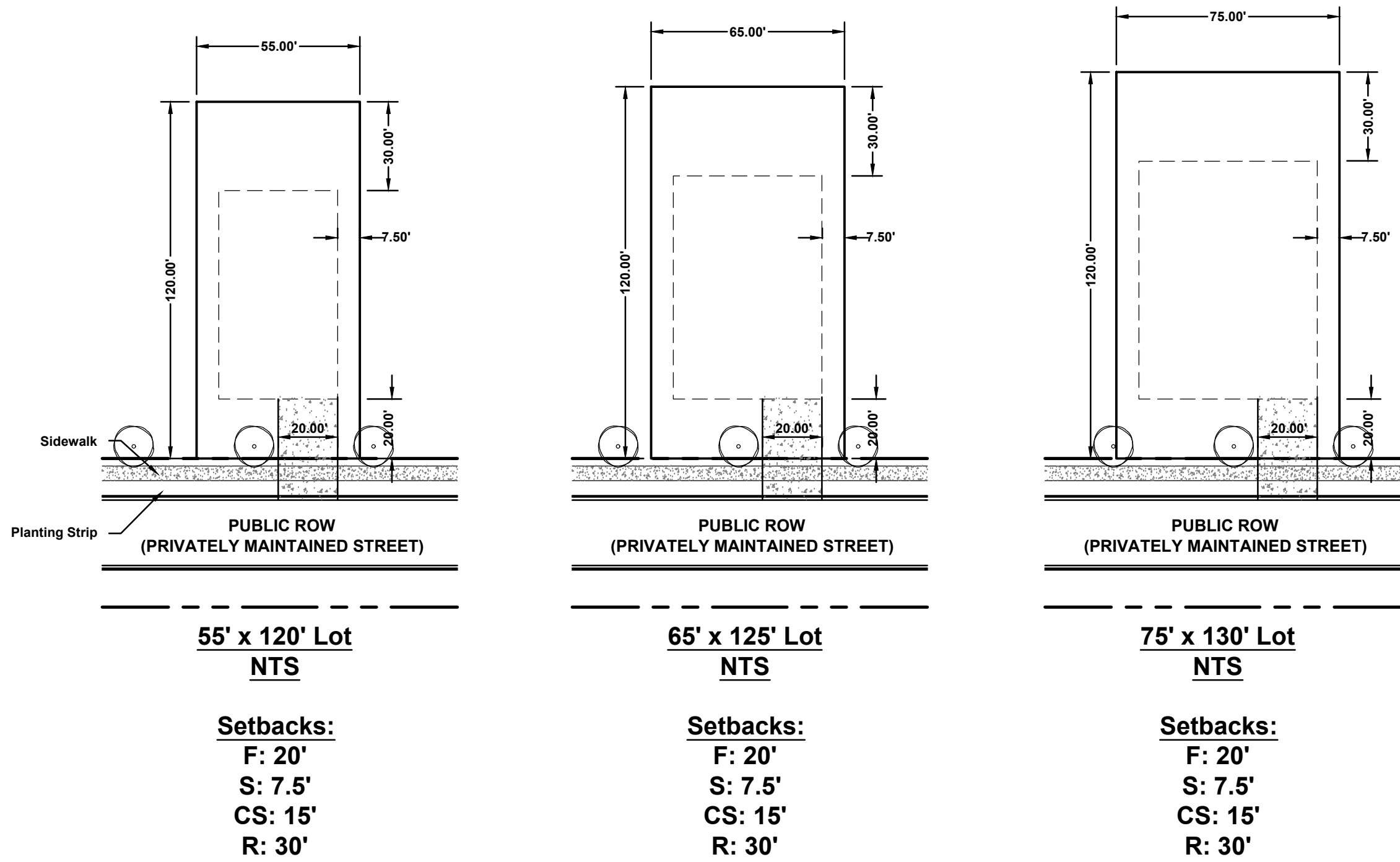
Country Corner Grocery



ROAD NAMES & LENGTHS:

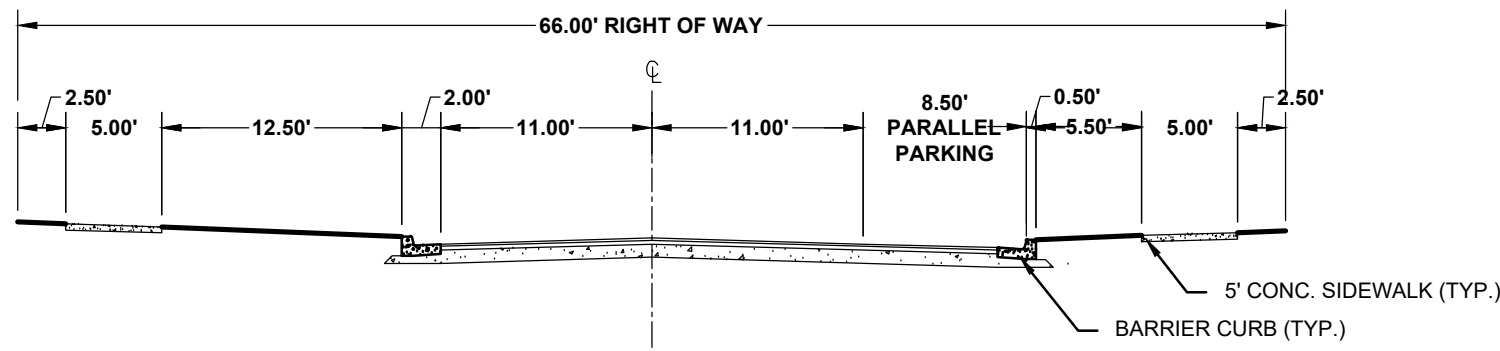
ROAD NAMES:	CLASSIFICATION:	LENGTH:
HALMAN ROAD	COLLECTOR RESIDENTIAL STREET	± 2,730 LF
VALE STREET	LOCAL RESIDENTIAL STREET	± 1,864 LF
SHIVA COURT	LOCAL RESIDENTIAL STREET	± 316 LF
DEER COURT	LOCAL RESIDENTIAL STREET	± 246 LF
TOTAL LENGTH OF PROPOSED ROADS:		± 5,156 LF

TYPICAL LOT DETAILS
(NOT TO SCALE)



PAVEMENT DESIGN

- 2.0" TYPE C SURFACE COURSE
- 4.0" TYPE C INTERMEDIATE COURSE
- 6.0" A.B.C.

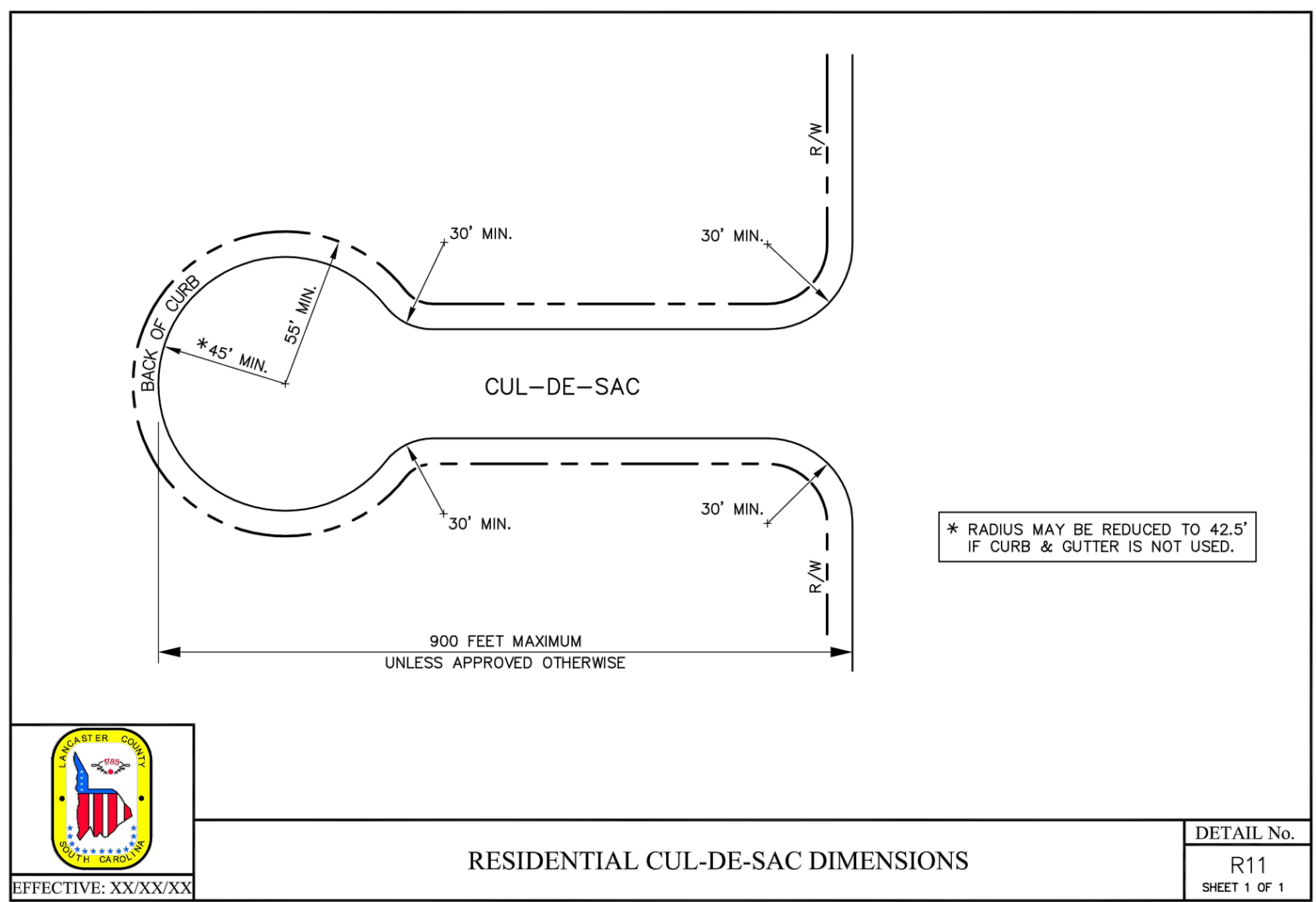
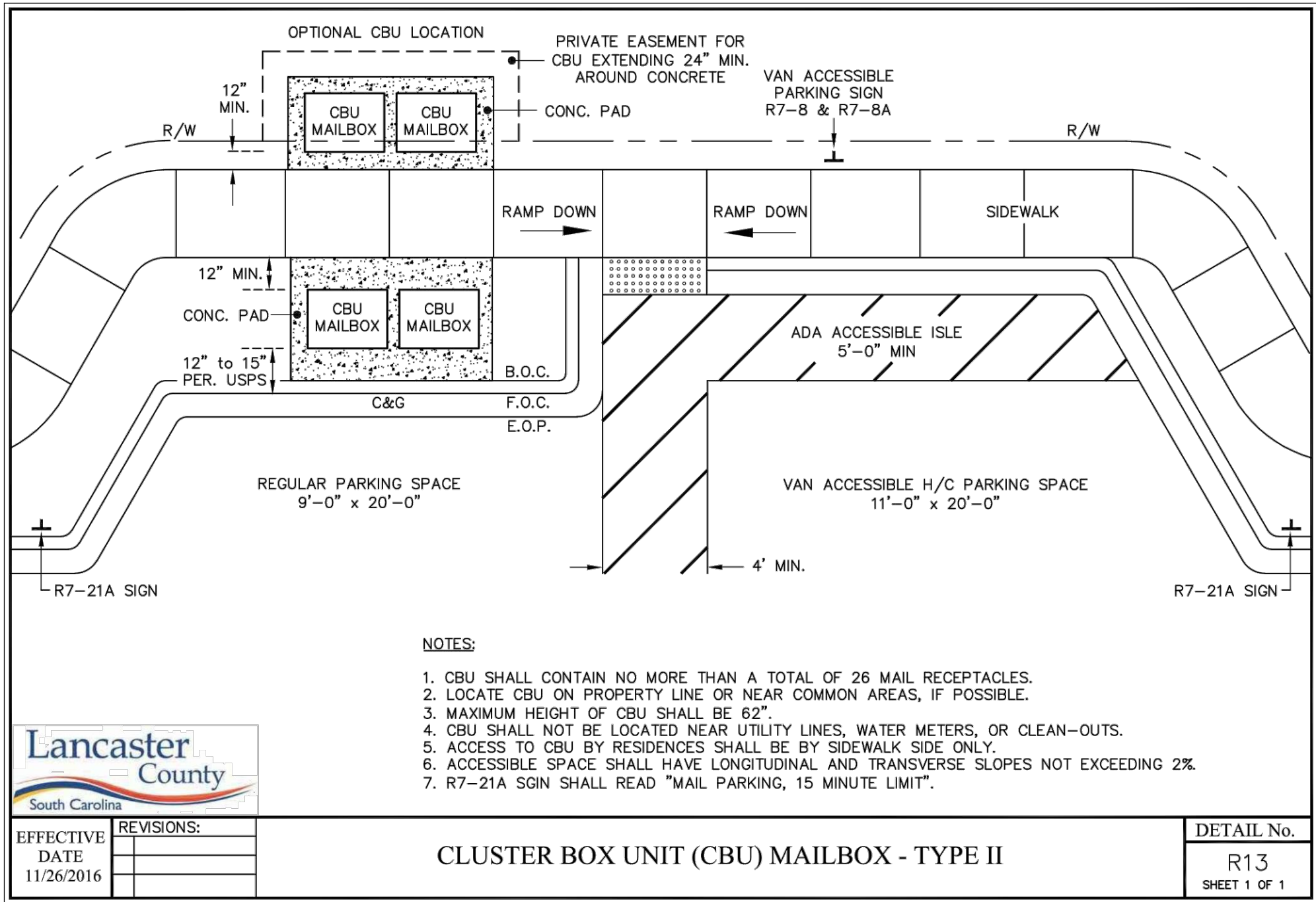


NOTES:

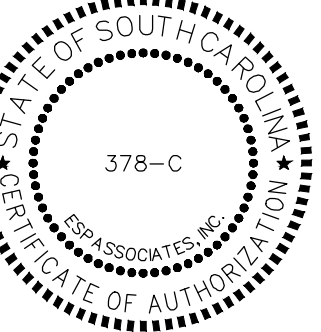
- NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING
- PAVEMENT SECTION SHALL BE GREATER AS SHOWN OR AS DETERMINED BY CBR ANALYSIS
- DETAILED DRAINAGE CALCULATIONS REQUIRED
- ROADSIDE DITCHES SHALL BE LINED WITH NORTH AMERICAN GREEN SC 150BN OR APPROVED EQUAL
- ROAD SHALL BE A MINIMUM OF 26 FEET OF STREET PAVEMENT WIDTH FOR THE 20 FEET BEFORE AND AFTER EACH FIRE HYDRANT.

PROPOSED 66' COLLECTOR PUBLIC / PRIVATE RIGHT OF WAY
HALLMAN ROAD / VALE STREET / SHIVA COURT / ROAD A
STREET SECTION

NOT TO SCALE



ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-553-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

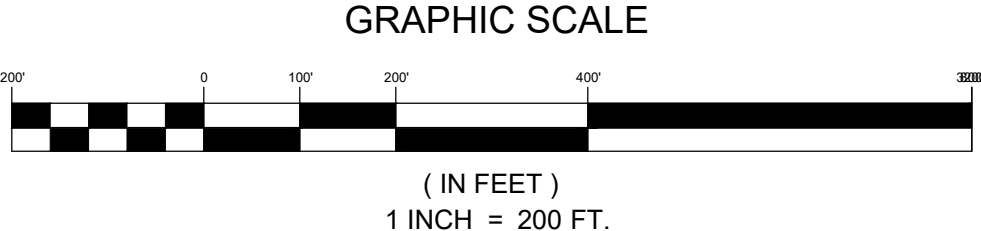
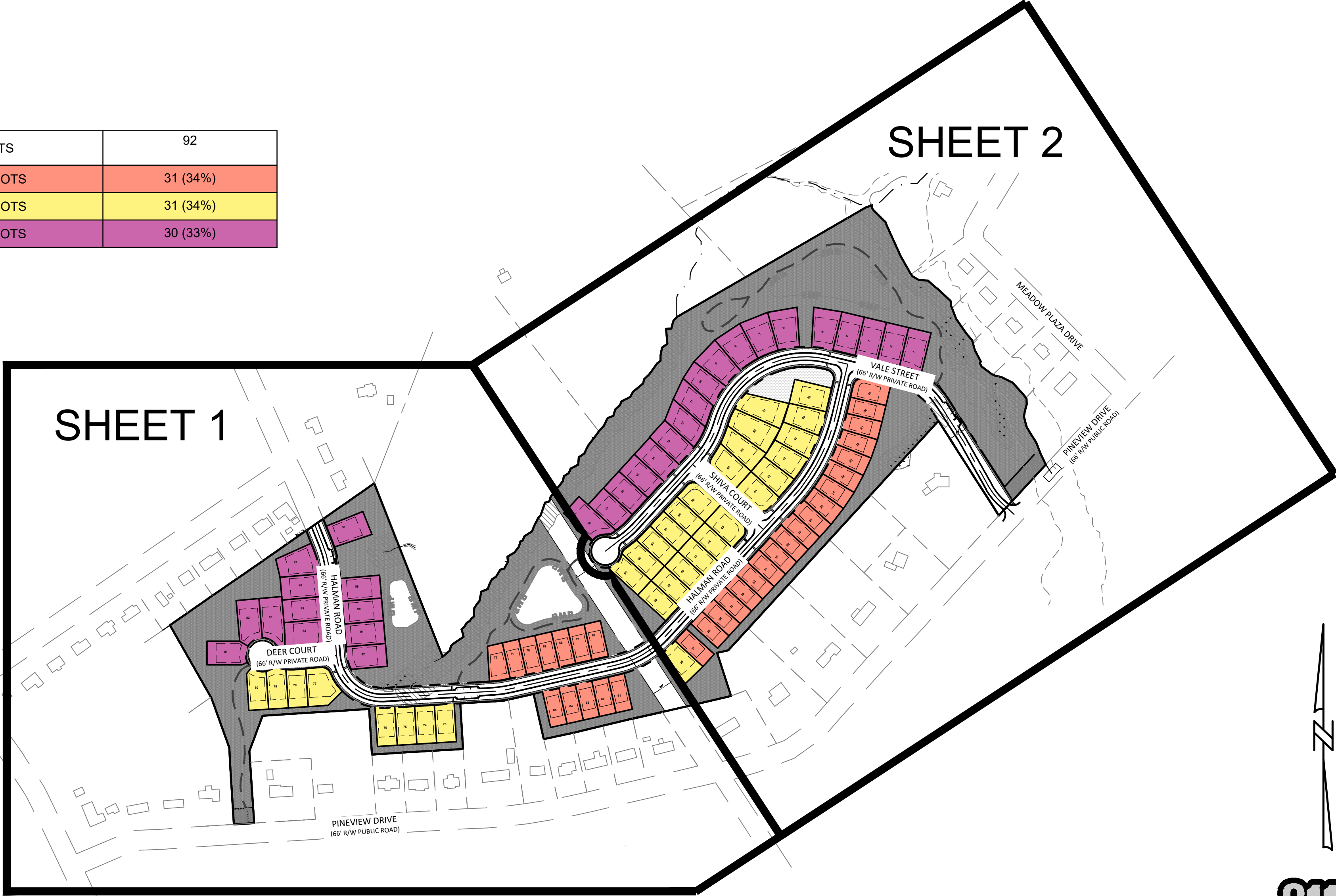


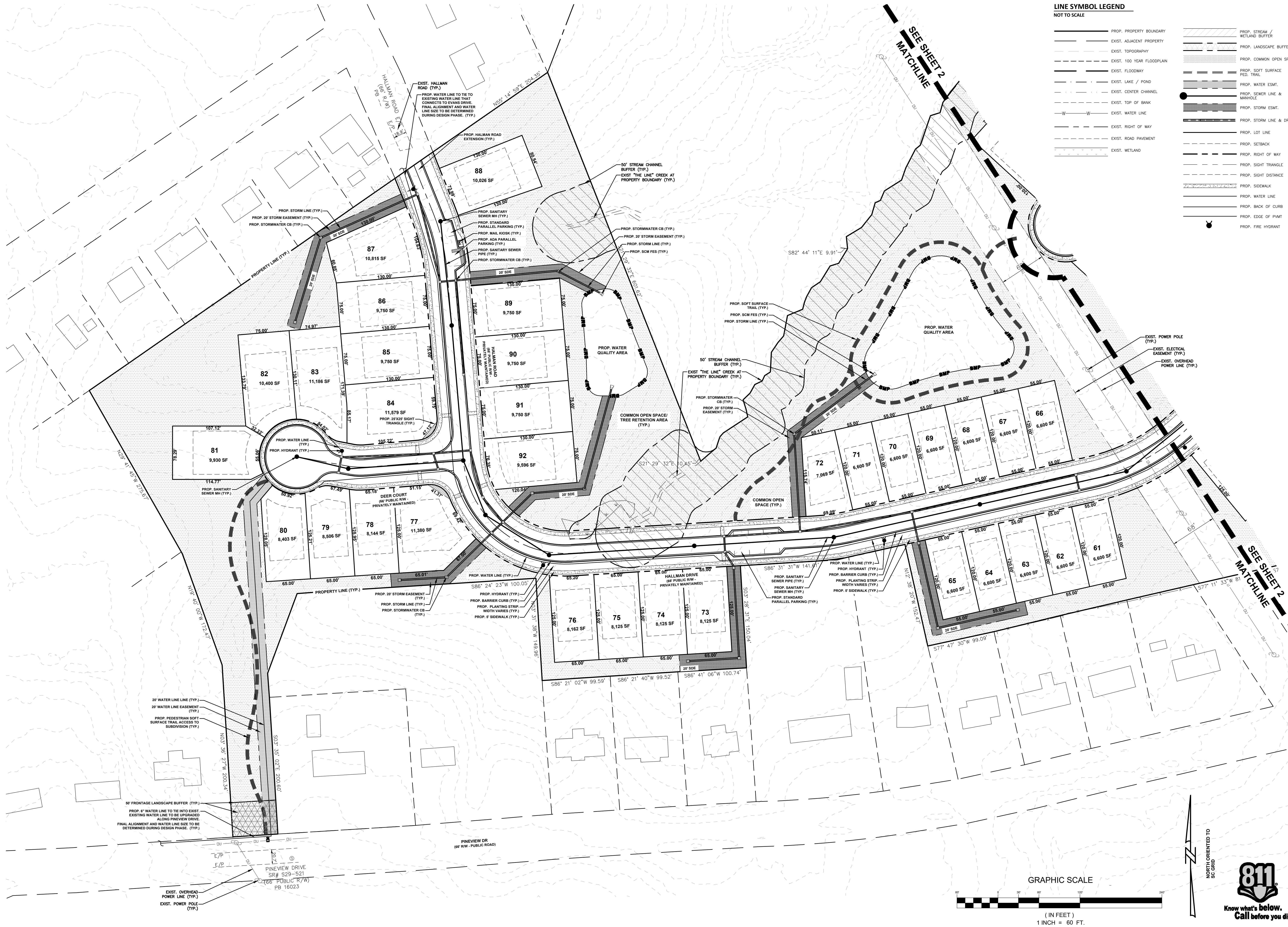
NO.	DATE	REVISION	BY

INDEX SHEET	ARBOR MEADOWS	PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC		

PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET: INDEX

TOTAL LOTS	92
55' x 120' LOTS	31 (34%)
65' x 125' LOTS	31 (34%)
75' x 130' LOTS	30 (33%)





LINE SYMBOL LEGEND
NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PMT
- PROP. FIRE HYDRANT

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ESP

STATE OF SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 1127

378-C

BY: _____
DATE: _____
REVISION: _____
NO. 1

PRELIMINARY PLAT
ARBOR MEADOWS
PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC

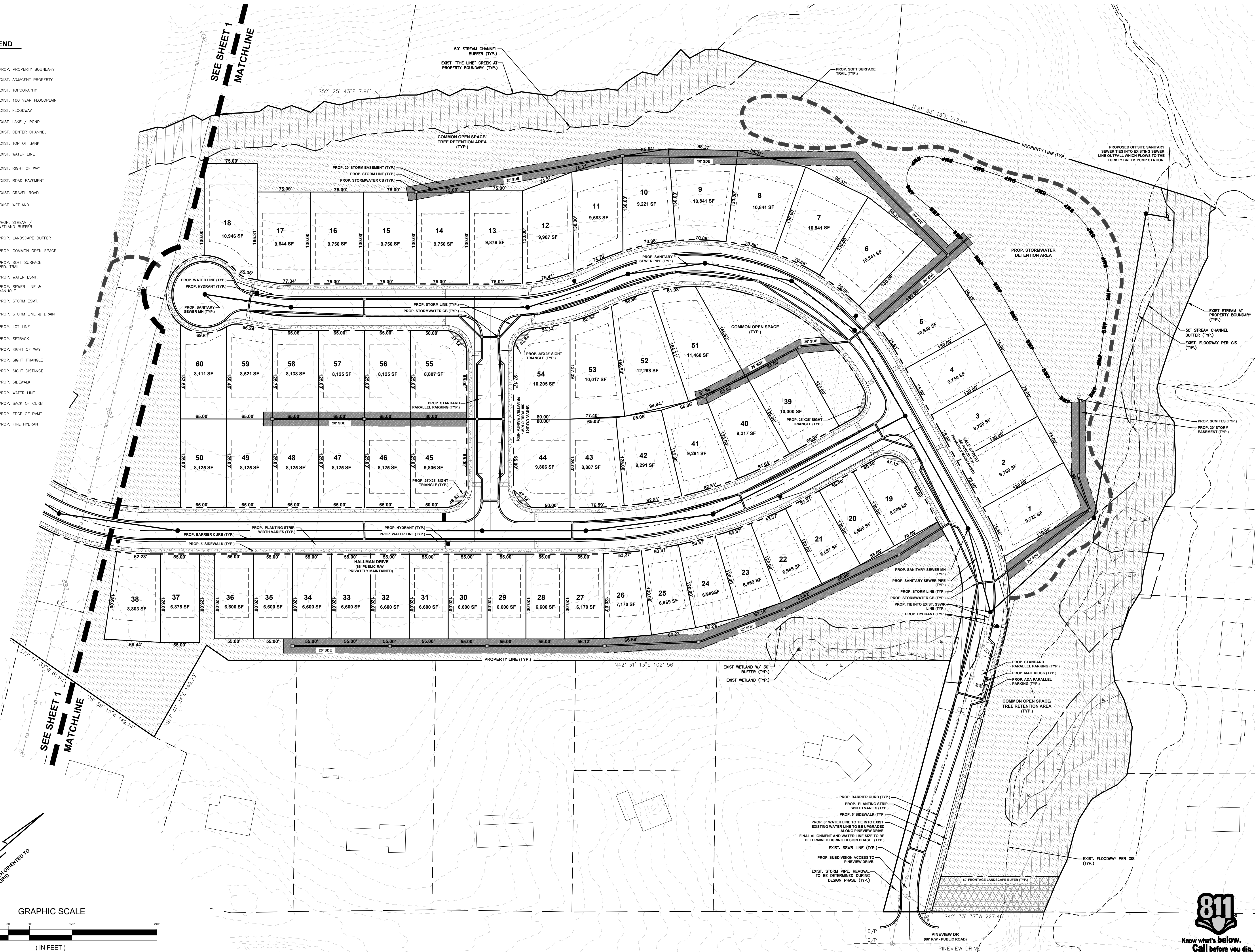
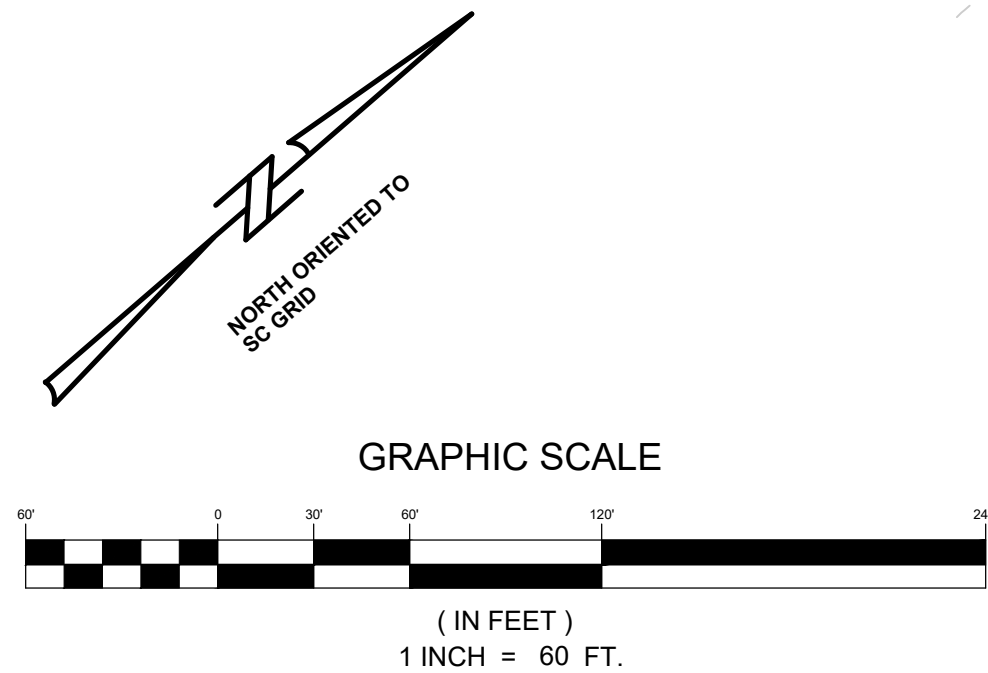
LANCASTER COUNTY, SC

PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET:
1 OF 2

811
Know what's below.
Call before you dig.

P:\2021 Projects\JUM12 - Palmetto Property\Arbor Construction\Submittal Drawings\Preliminary Plat Set\Sheets\JUM12-Palmetto Property - PRELIMINARY PLAT.dwg, SHEET 2 OF 2, 2.mxd

LINE SYMBOL LEGEND	
NOT TO SCALE	
	PROP. PROPERTY BOUNDARY
	EXIST. ADJACENT PROPERTY
	EXIST. TOPOGRAPHY
	EXIST. 100 YEAR FLOODPLAIN
	EXIST. FLOODWAY
	EXIST. LAKE / POND
	EXIST. CENTER CHANNEL
	EXIST. TOP OF BANK
	EXIST. WATER LINE
	EXIST. RIGHT OF WAY
	EXIST. ROAD PAVEMENT
	EXIST. GRAVEL ROAD
	EXIST. WETLAND
	PROP. STREAM / WETLAND BUFFER
	PROP. LANDSCAPE BUFFER
	PROP. COMMON OPEN SPACE
	PROP. SOFT SURFACE
	PROP. WATER ESMT.
	PROP. SEWER LINE & MANHOLE
	PROP. STORM ESMT.
	PROP. STORM LINE & DRAIN
	PROP. LOT LINE
	PROP. SETBACK
	PROP. RIGHT OF WAY
	PROP. SIGHT TRIANGLE
	PROP. SIGHT DISTANCE
	PROP. SIDEWALK
	PROP. WATER LINE
	PROP. BACK OF CURB
	PROP. EDGE OF PAVT
	PROP. FIRE HYDRANT



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Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-553-4949 (NC)
803-802-2440 (SC)
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ESP

378-C

State of South Carolina
REGISTERED LANDSCAPE ARCHITECT
No. 1127

BY: _____
DATE: _____
REVISION: _____
NO: _____

PRELIMINARY PLAT
ARBOR MEADOWS
PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC

LANCASTER COUNTY, SC

PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET:
2 OF 2

811
Know what's below.
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TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

Lancaster, South Carolina

APRIL 30, 2021

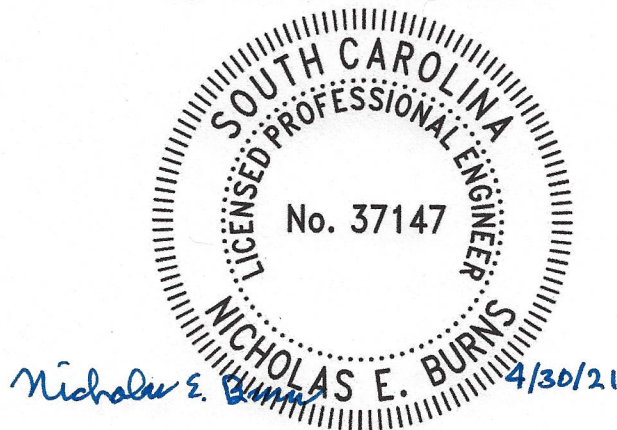
IMPACT DESIGNS, INC.

Prepared by: Nicholas Burns, PE

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

LANCASTER, SOUTH CAROLINA



REPORT PREPARED FOR:

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241

REPORT PREPARED BY

Impact Designs Inc.
172 Williamson Road, Unit 3728
nick@impactdesignsinc.com

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- B) Turn Lane Analysis
- C) Synchro Analysis Reports
- D) SimTraffic Analysis Reports

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

1. INTRODUCTION

The purpose of this report is to summarize the traffic impact study that was completed for the Palmetto Property in Lancaster, South Carolina. The study was developed in accordance with SCDOT guidelines. This report summarizes the procedures and findings of the traffic impact study.

1.1. Project Summary

The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes. This traffic impact study analyzes the effects of the additional traffic associated with the proposed development during the weekday AM (7:00 AM - 9:00 AM) and the weekday PM (4:00 PM - 6:00 PM) peak periods. The study area for the purpose of the analysis includes:

- McIlwain Road & Pineview Drive
- Cane Mill Road & Pineview Drive
- McIlwain Road & Hilton Way Road

The proposed development is expected to be built out by the end of 2023; therefore, 2023 was considered as the future year for the purpose of this analysis. Refer to Figures 1 and 2 for the site location and the conceptual site plan.

1.2. Existing Roadway Conditions

The primary roadways within the study area include McIlwain Road, Pineview Drive, Cane Mill Road, Hilton Way Road. A summary of their existing characteristics is shown in Table 1.

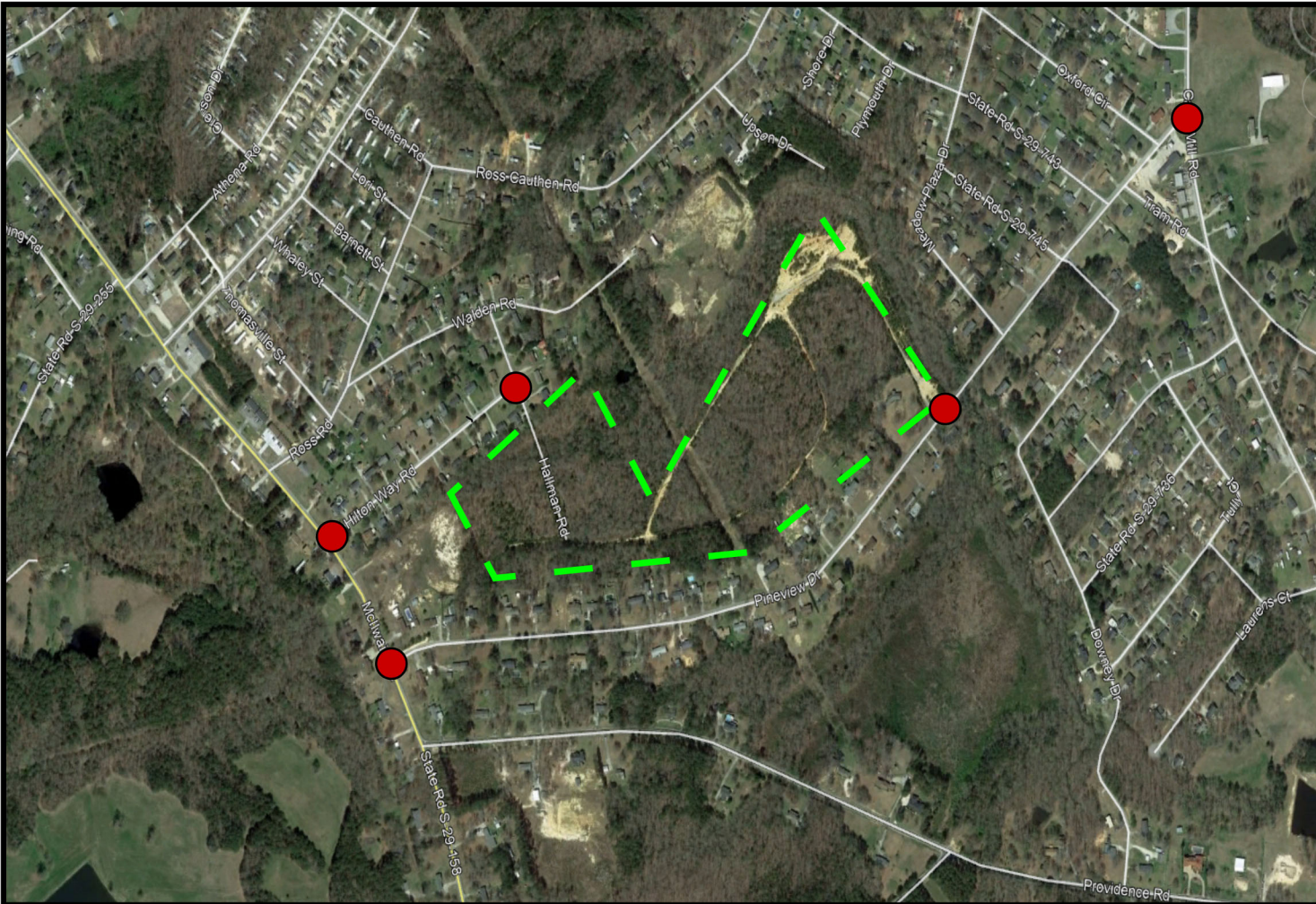
Table 1 – Study Area Summary

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2019 AADT
McIlwain Road	S-158	2-lane undivided	45 MPH	SCDOT	5,700
Pineview Drive	N/A	2-lane undivided	35 MPH	Local	N/A
Cane Mill Road	S-407	2-lane undivided	45 MPH	SCDOT	2,900
Hilton Way Road	N/A	2-lane undivided	Unposted	Local	N/A

Refer to Figure 3 for an illustration of the existing geometry and traffic control at the study intersections.

1.3. Driveway Locations

Direct access to Pineview Drive is proposed to be provided via one full movement access [approximately 2,000 feet west of Cane Mill Road], while cross access is also proposed to be provided via Hallman Road.

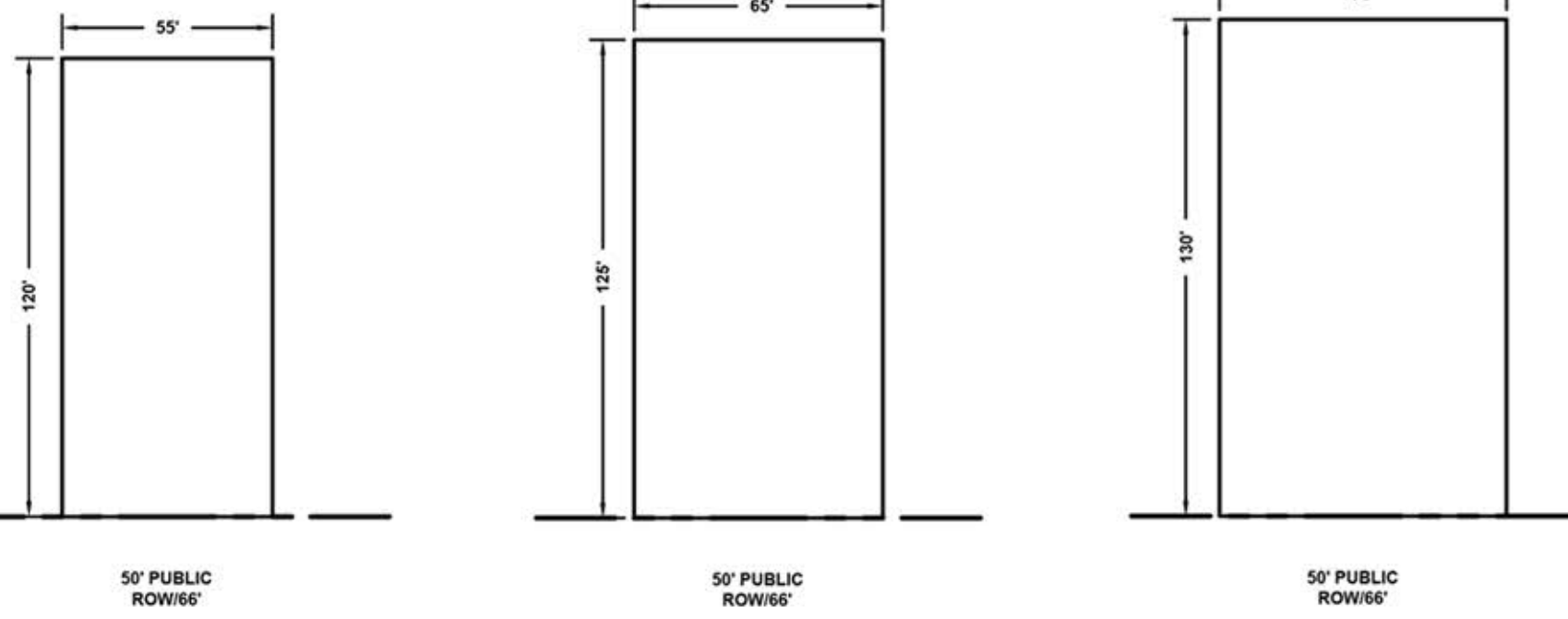


LEGEND	
	Proposed Site Location
	Study Intersection

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Site Location Map		
Scale: Not to Scale	Figure	1

Typical Lot Details

NTS



55' x 120' Lot
NTS

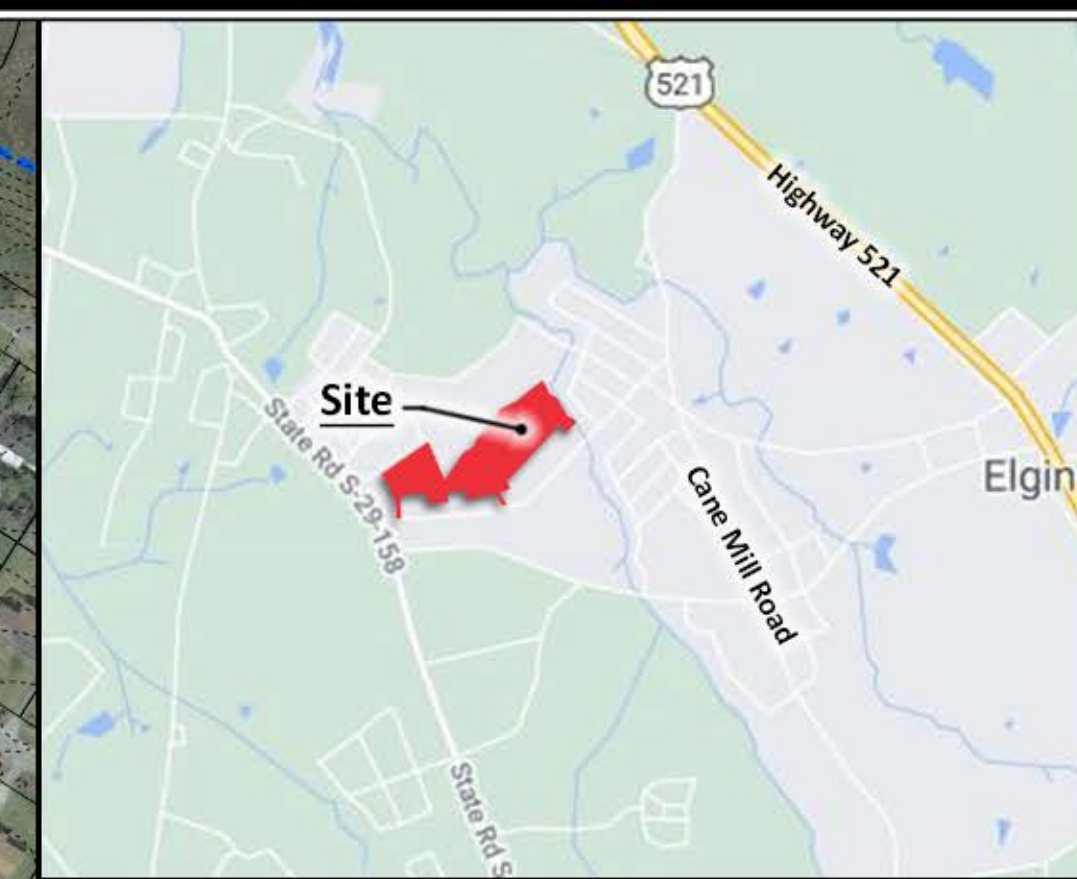
Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

65' x 125' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

75' x 130' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'



Vicinity Map

Not To Scale



Site Data:

Tax Parcels:	0087-00-105.00
Total Acreage:	+/- 47.47 Acres (per GIS)
Location:	Lancaster County, SC
Zoning:	Existing: MDR
Watershed:	Catawba
Total Potential Lots:	+/- 93 Lots
55' x 135' Lots:	+/- 31 Lots (33.33%)
65' x 135' Lots:	+/- 31 Lots (33.33%)
75' x 135' Lots:	+/- 31 Lots (33.33%)

Density:	1.96 DU/AC
Total Open Space Set Aside:	
Required:	+/- 11.9 Acres (25%)
Proposed:	+/- 12.99 Acres (27%)

Primary Conservation Areas: +/- 1.49 Acres *
Total Open Space Set Aside= Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas:
TO = ((TP-PC)OSP)+PC

TO = Total Open Space Set Aside (Acres)
TP = Total Parcel (Acres)
PC = Primary Conservation Area (Acres)
OSP = Open Space Percentage

TO = ((47.47-1.49)0.25)+1.49
TO = (45.98)0.25+ 1.49
TO = 11.50 + 1.49
TO = 12.99 Acres

Notes:

* Primary Conservation Areas include non-developable areas: wetlands, surface waters & intermittent stream channels, floodplain & floodway and stream buffers.

Connectivity Index:	
Required:	1.3
Proposed:	1.33 (8 Links/6 Nodes)

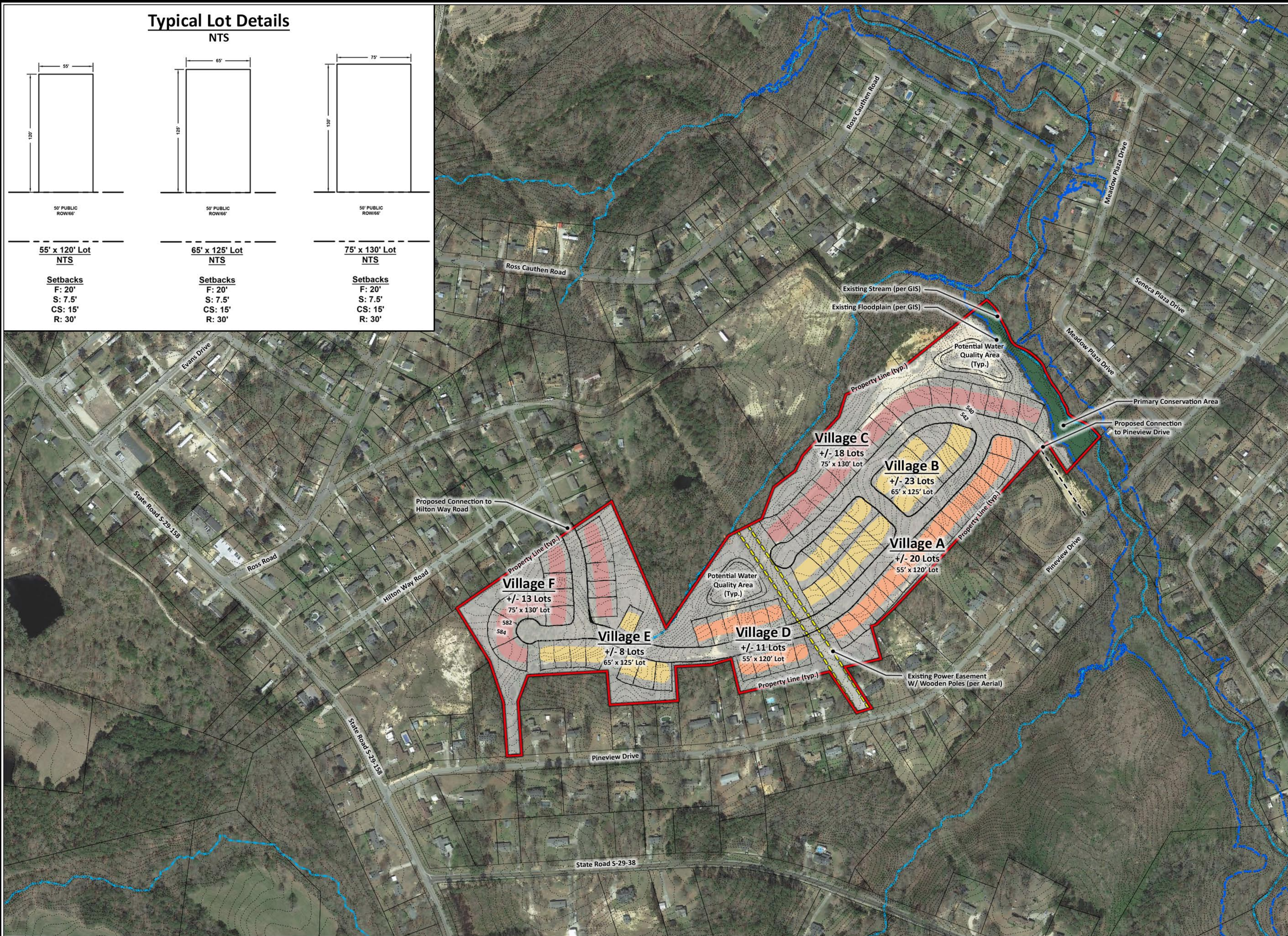
General Notes

1. Base information provided by Lancaster County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information
Floodplain information obtained from FEMA FIRM Panel 45057C0245D & 45057C0265D effective date of study 06/16/2011.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Base Map will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy-unit loss may occur.

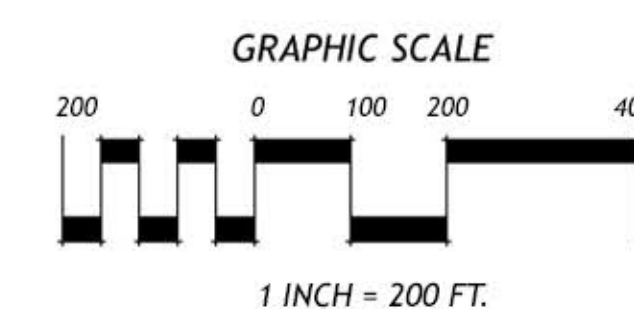
Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.



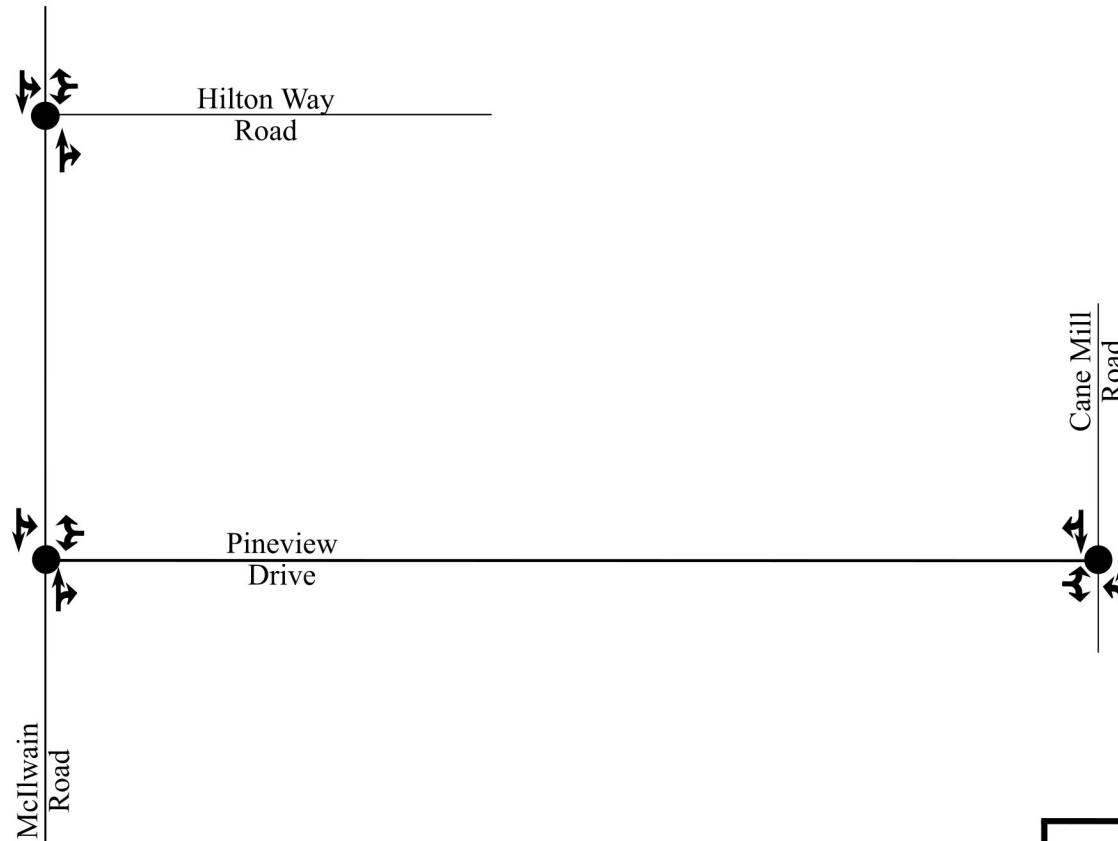
Palmetto Property Preliminary Concept Sketch

ESP Job #JM12

January 19, 2021



4119-1 Rose Lake Drive
Charlotte, NC 28217



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
-  Existing Lane
-  Posted Speed Limit
- X' Storage (In Feet)

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*Palmetto Property
Lancaster, SC*

Existing Lane Configurations
and Traffic Control

Scale: Not to Scale

Figure

3

2. TRAFFIC VOLUME DEVELOPMENT

2.1. Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections on Thursday February 11th, 2021 during the AM (7:00 AM to 9:00 AM) peak period and the PM (4:00 PM to 6:00 PM) peak period. Due to COVID, existing traffic volumes were increased by 12% to account for variability in traffic due to area schools not operating at full capacity. Traffic volumes on McIlwain Road were balanced upwards between intersections. The 2021 traffic volumes are illustrated in Figure 4.

2.2. Projected Traffic Volumes

Based on coordination with SCDOT, a 2% annual growth was applied to the 2021 counts to develop the No-Build (2023) volumes. This growth rate was applied to account for all background growth in the area without any adjacent and/or the proposed developments. Refer to Figure 5 for an illustration of the No-Build (2023) traffic volumes at the study intersections.

2.3. Proposed Development Traffic Volumes

As mentioned previously, the proposed development is expected to consist of up to 93 single-family homes. The trip generation potential for the proposed development was estimated utilizing methodology contained within the ITE's *Trip Generation Manual*, 10th Edition. Utilizing ITE equations [for the peak hour of adjacent street traffic] and the number of dwelling units as the independent variable, traffic volumes for ITE Code 210 were generated for the weekday daily, the weekday AM peak hour, and the weekday PM peak hour. Refer to Table 2 for a summary of the trip generation potential of the proposed development.

Table 2 – Trip Generation

ITE Land Use (Code)	Density	Independent Variable	Daily Traffic	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
Single-family Housing (ITE Code 210)	93	Dwelling Units	973	18	53	60	35

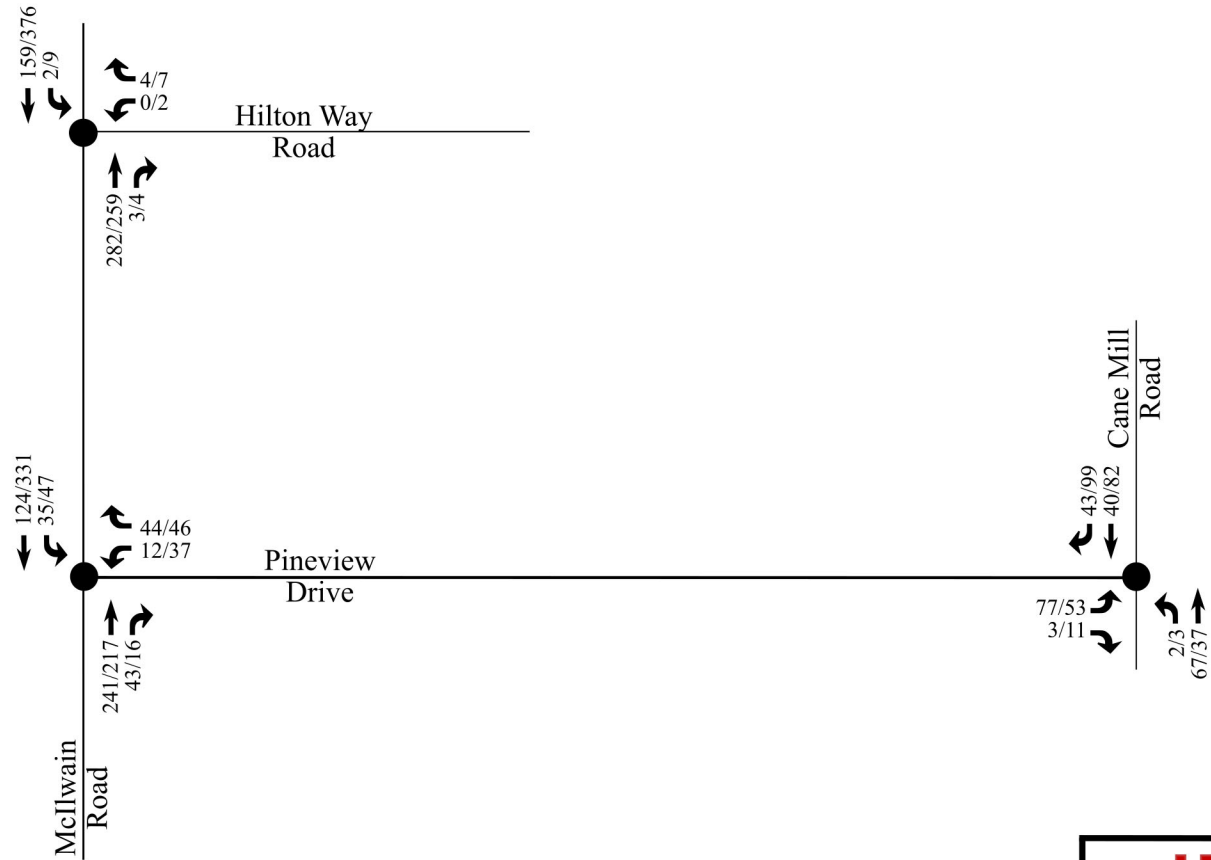
Site traffic associated with the proposed development was distributed and assigned to the roadway network based upon existing travel patterns and are summarized below:

- 45% to/from the north via McIlwain Road
- 25% to/from the south via McIlwain Road
- 25% to/from the north via Cane Mill Road
- 5% to/from the south via Cane Mill Road

Refer to Figures 6 and 7 for the site trip distribution and assignment, respectively.

2.4. Future Build Traffic Volumes

The site generated traffic volumes were added to the No-Build (2023) traffic volumes to determine the Build (2023) volumes. The Build (2023) volumes are illustrated in Figure 8.



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT

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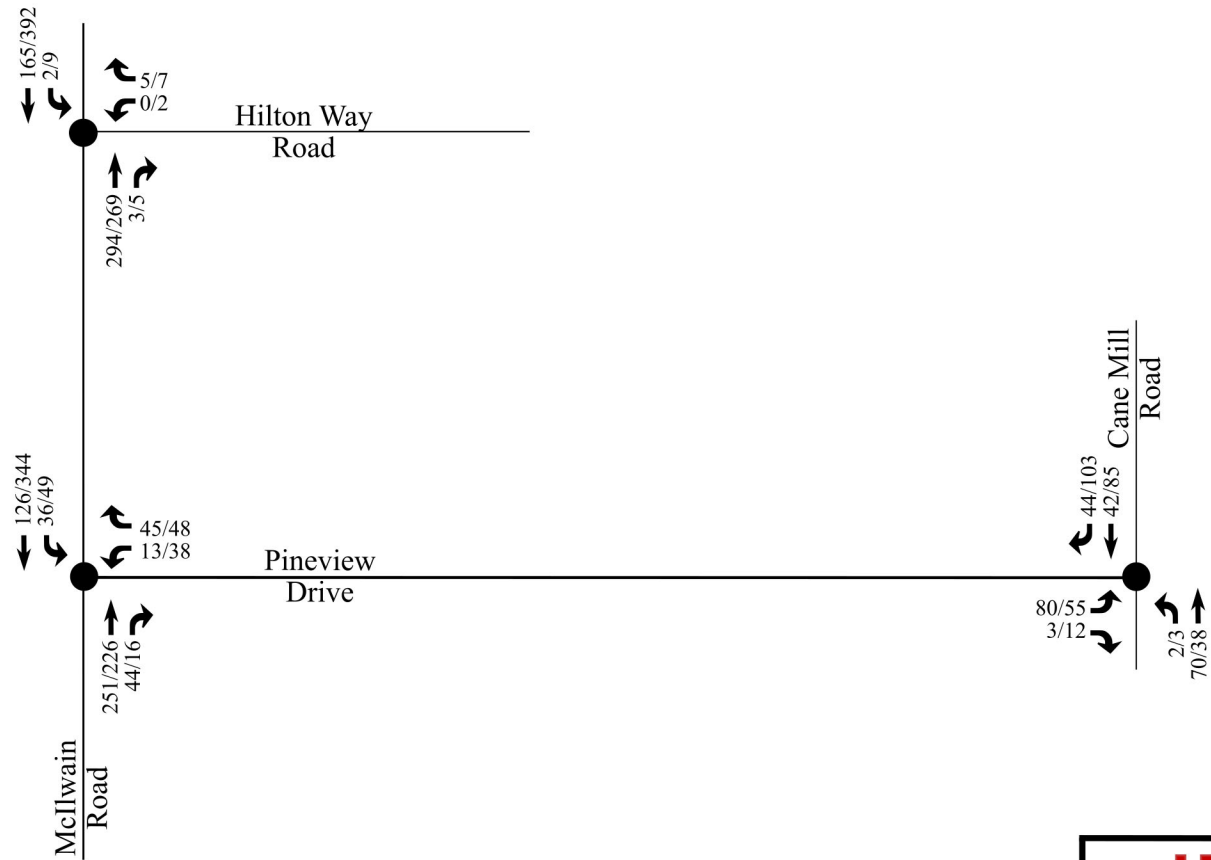
*Palmetto Property
Lancaster, SC*

Existing (2020)
Traffic Volumes

Scale: Not to Scale

Figure

4



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT

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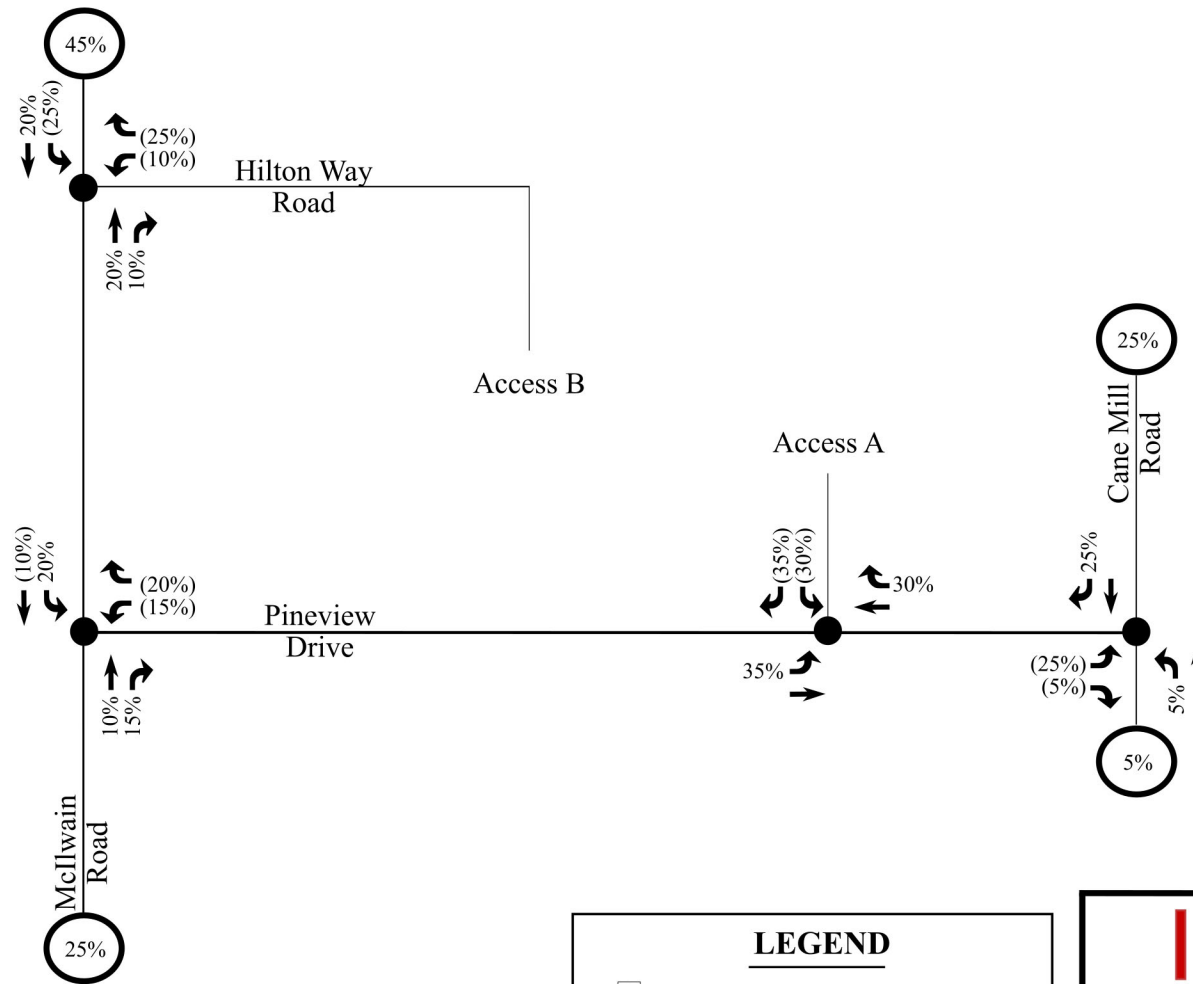
*Palmetto Property
Lancaster, SC*

No-Build (2023)
Traffic Volumes

Scale: Not to Scale

Figure

5



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- XX% Regional Trip Distribution
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution

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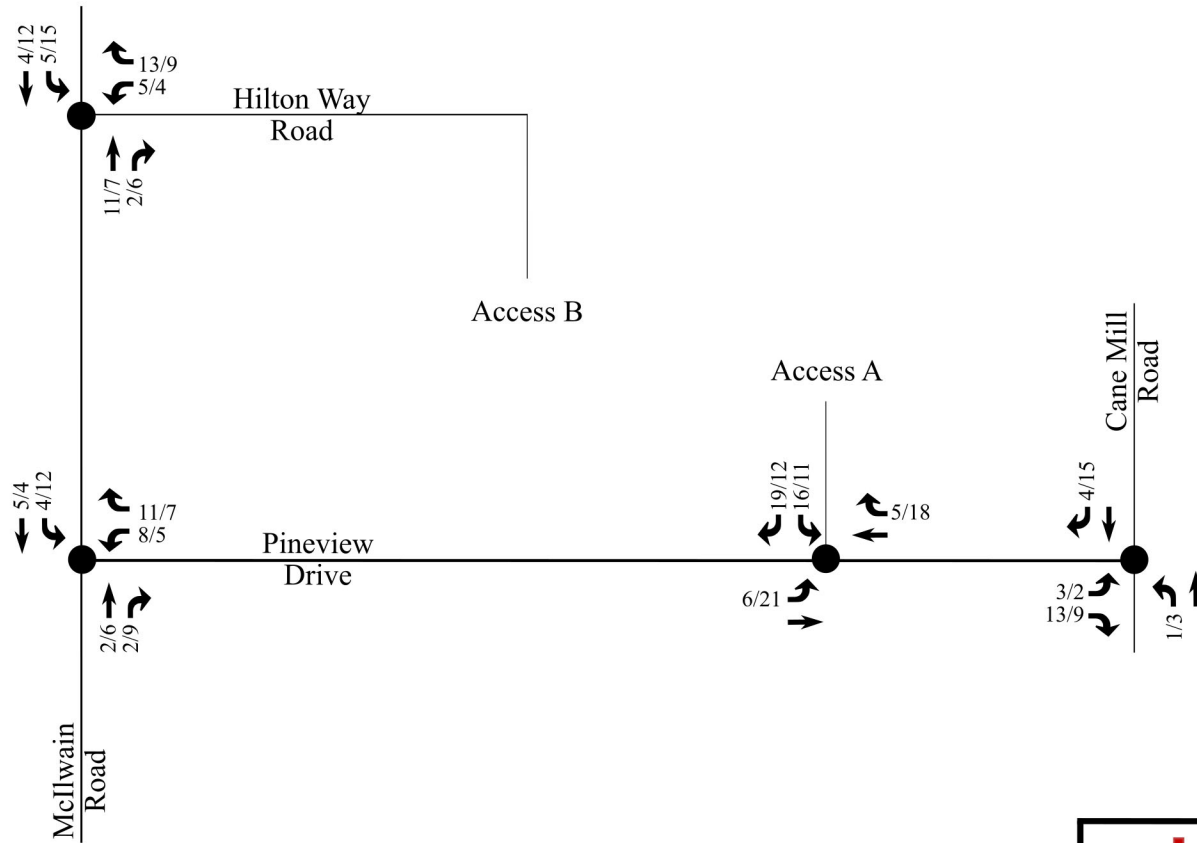
*Palmetto Property
Lancaster, SC*

Primary Trip Distribution

Scale: Not to Scale

Figure

6



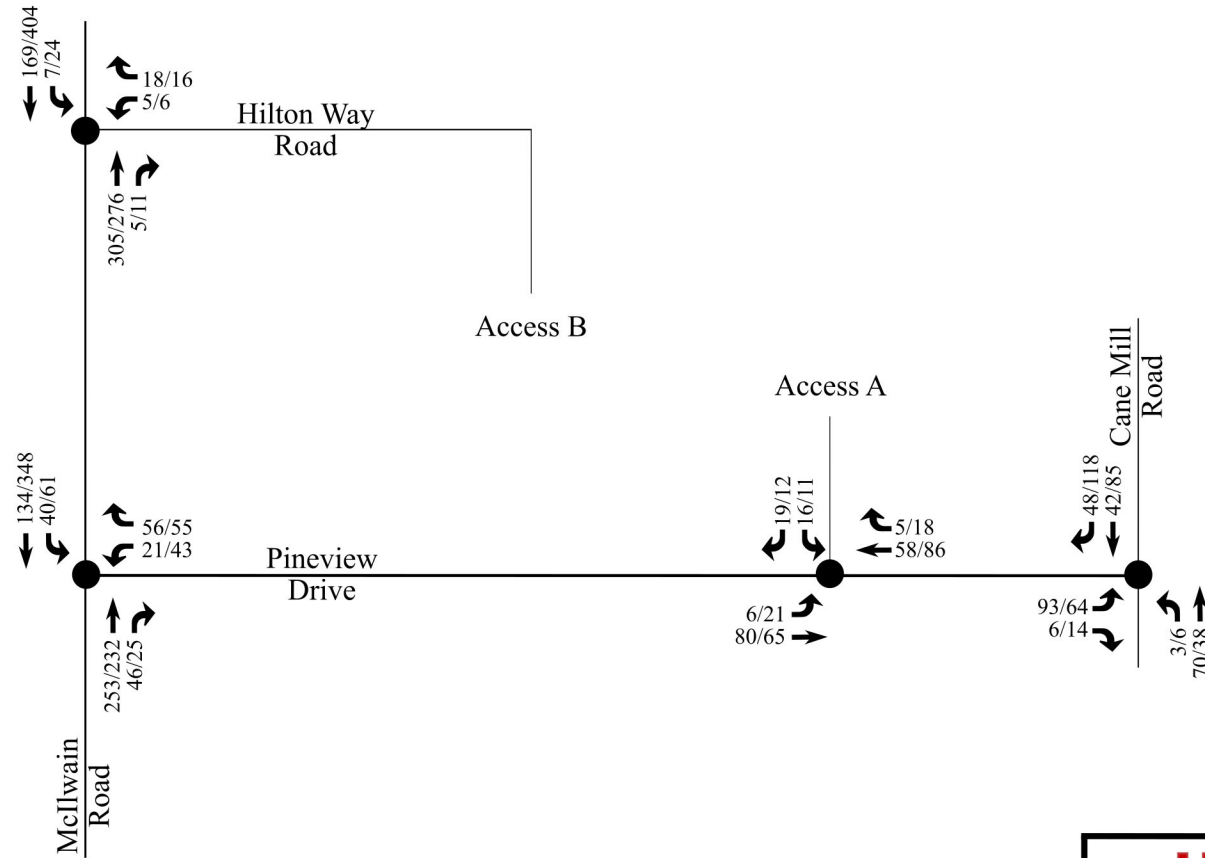
LEGEND

Signalized Intersection

Unsignalized Intersection

X / Y →
AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Primary Trip Assignment		
Scale: Not to Scale	Figure	7



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
Palmetto Property Lancaster, SC		
Build (2023) Traffic Volumes		
Scale: Not to Scale	Figure	10

3. TRAFFIC IMPACT ANALYSIS

3.1. Turn Lane Analysis

A turn lane analysis was conducted utilizing the Build (2023) volumes. Based on the anticipated build out volumes, no exclusive turn lanes are warranted on Pineview Drive at the proposed site access. Refer to Appendix B for the turn lane warrants with volumes graphed.

3.2. Intersection LOS Analysis

Using the existing, no-build, and build traffic volumes, intersection analyses were conducted for the study intersections under Existing (2021) conditions, No-Build (2023) conditions, and Build (2023) conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual (HCM 6th Edition)* methodologies of the *Synchro*, Version 10 software.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays, and are generally considered undesirable. Table 3 summarizes the *HCM 2010* control delay thresholds associated with each LOS grade for signalized and unsignalized intersections.

Table 3 – HCM 2010 LOS Criteria for Signalized & Unsignalized Intersections

Signalized Intersections		Unsignalized Intersections	
LOS	Control Delay per Vehicle (seconds)	LOS	Control Delay per Vehicle (seconds)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 85	F	> 50

A PHF of 0.90 was applied and a heavy vehicle percentage of 2% was utilized for the purpose of this analysis.

The results of the capacity analysis for the existing study intersections under existing traffic control are summarized in Table 4. Refer to Appendix D for more detailed capacity analysis reports.

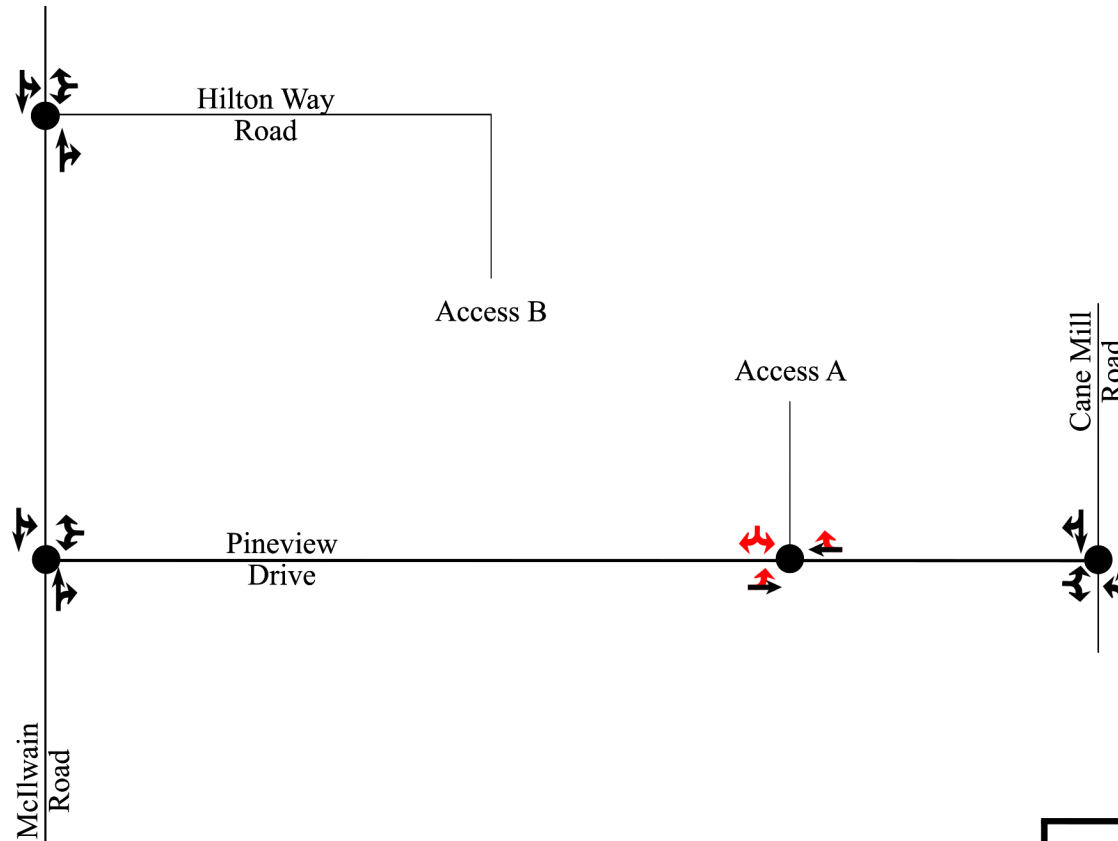
Table 4 – Signalized Intersection Analysis Results

Intersection	Approach	LOS (Delay in seconds)					
		Existing (2021) Conditions		No-Build (2023) Conditions		Build (2023) Conditions	
		AM	PM	AM	PM	AM	PM
McIlwain Road & Pineview Drive	NB	-	-	-	-	-	-
	SB	A (8.0)	A (7.9)	A (8.0)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.8)	B (13.3)	B (11.0)	B (13.6)	B (11.5)	B (14.5)
Cane Mill Road & Pineview Drive	NB	A (7.4)	A (7.6)	A (7.4)	A (7.6)	A (7.4)	A (7.7)
	SB	-	-	-	-	-	-
	EB	A (9.7)	A (9.9)	A (9.8)	A (9.9)	A (9.9)	B (10.1)
McIlwain Road & Hilton Way Road	NB	-	-	-	-	-	-
	SB	A (7.9)	A (7.9)	A (7.9)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.0)	B (10.9)	B (10.1)	B (11.1)	B (10.8)	B (11.8)
Pineview Drive & Proposed Site Access	EB	<i>Analyzed under 'build' conditions ONLY</i>				A (7.4)	A (7.5)
	WB					-	-
	SB					A (9.2)	A (9.4)

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

Additionally to the intersections analyzed above, Hilton Way Road and Hallman Road were also considered. However, to the low existing traffic volumes and the minor additions in site traffic it was assumed to function sufficiently.

Figure 9 shows the proposed lane configurations and traffic control for the Build (2023) conditions.



LEGEND	
	Signalized Intersection
	Unsignalized Intersection
	Existing Lane (Proposed)
x'	Storage (In Feet)

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Proposed Lane Configurations and Traffic Control		
Scale: Not to Scale	Figure	9

4. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

May 17, 2021

Nicholas E. Burns, P.E.
Impact Designs, Inc.
172 Williamson Road, Unit 3728
Mooresville, North Carolina 28115

RE: Palmetto Property Traffic Impact Study
Hilton Way Road (O.S.) & Pineview Drive (O.S.) off McIlwain Road (S-29-158)
Lancaster County

Dear Mr. Burns:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Hilton Way Road (O.S.) and Pineview Drive (O.S.) off McIlwain Road (S-29-158). We concur in principle with the document and support the recommendation that no improvements to mitigate the development's impact to the capacity of state roadways are necessary.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrg

ec: Stephen Blackwelder, Lancaster County Engineering
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1792

Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development

Department: Economic Development

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Ordinance 2021-1792 approves an amendment to the 2018 Nutramax Fee Agreement. The amendment, which is also attached, is an exhibit to the ordinance. The amendment addresses which Fee Agreement (2010 or 2018) certain investments will be attributed. This is an administrative change to the agreement that was discussed with the prior resolution.

Points to Consider:

This is nothing more than an administrative change to the 2018 fee agreement and provides clarification regarding which investments are to be placed in it and which apply to the 2010 agreement.

Funding and Liability Factors:

There are no funding or liability factors.

Council Options:

County Council can approve, amend, table or reject the ordinance and first amendment.

Recommendation:

The Department of Economic Development recommends County Council approve the ordinance and first amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1792	12/5/2021	Ordinance
Exhibit A to Ordinance 2021-1792 - First Amendment to 2018 Fee Agreement - Nutramax	12/5/2021	Amendment
Notice of Public Hearing for Ordinance 2021-1792	1/18/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1792

)

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE FEE AGREEMENT BY AND AMONG NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC., AND LANCASTER COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 26, 2018.

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

Section 1. Findings and Determinations; Purpose.

A. Council finds and determines that:

1. Lancaster County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Fee in Lieu of Tax Simplification Act” or “Act”), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial enterprises within South Carolina;

2. In 2010 the County approved economic development incentives for investments to be made in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (collectively, the “Company” or “Nutramax”), more specifically, a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 (“2010 Incentive Agreement”), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 (“2010 Fee Agreement”), and a June 28, 2010 Infrastructure Credit Agreement, also as amended on November 10, 2015 (“2010 Infrastructure Credit Agreement”) (collectively, the 2010 Incentive Agreement, the 2010 Fee Agreement, and the 2010 Infrastructure Credit Agreement are referred to as the “2010 Agreements”);

3. In 2018, Nutramax proposed an expansion of its facilities and the County approved for the proposed expansion a Fee Agreement dated November 26, 2018 (the “2018 Fee Agreement”);

4. Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

5. Nutramax has requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017 may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

6. Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

7. Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

B. It is the purpose of this ordinance to approve an amendment to the 2018 Fee Agreement as requested by Nutramax.

Section 2. Approval of First Amendment.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting in the expansion and location of an industrial or commercial facility in the State, the First Amendment to 2018 Fee Agreement Nutramax, attached hereto as **Exhibit A** and incorporated herein by reference as if the First Amendment to 2018 Fee Agreement Nutramax was set out in this ordinance in its entirety (the “**First Amendment**”), is authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

- a. The County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- b. The 2018 Fee Agreement, as amended by the First Amendment, is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally and is of substantial public benefit in that it encourages the Company to remain in the County and to make additional investments in the County;
- c. The 2018 Fee Agreement, as amended by the First Amendment, gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- d. The purposes to be accomplished by the 2018 Fee Agreement, as amended by the First Amendment, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;
- e. The inducement of the retention or expansion of the Company’s Project within the County and State is of paramount importance; and
- f. The benefits of the Company’s Project and the 2018 Fee Agreement, as amended by the First Amendment, to the public will be greater than the costs to the public.

Section 4. Execution and Acknowledgment of First Amendment.

The form, terms, and provisions of the First Amendment are approved. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the parties to the 2018 Fee Agreement. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer’s execution thereof to constitute conclusive evidence of such officer’s approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Second Reading: January 10, 2022
Public Hearing: January 24, 2022
Third Reading: January 24, 2022

Approved as to form:

John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021-1792

**First Amendment to 2018 Fee Agreement
Nutramax**

See attached.

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**FIRST AMENDMENT TO 2018 FEE AGREEMENT
NUTRAMAX**

This FIRST AMENDMENT TO 2018 FEE AGREEMENT (this “First Amendment”) is dated as of January __, 2022 by and between NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC. (collectively, the “Sponsor” or the “Company”), and AIRMAX, LLC d/b/a AIRMAX SC, LLC, (“Sponsor Affiliate”) (Sponsor and Sponsor Affiliate, together with any subsequently joined Sponsor Affiliate(s), the “Companies”), and LANCASTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (all of the foregoing entities collectively referred to in this First Amendment as the “Parties”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial properties within South Carolina;

WHEREAS, the County and Company entered into a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 (“2010 Incentive Agreement”), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 (“2010 Fee Agreement”), and a June 28, 2010 Infrastructure Credit Agreement, as amended on November 10, 2015 (“2010 Infrastructure Credit Agreement”) (collectively, these three Agreements are referred to as the “2010 Agreements”);

WHEREAS, in 2018, the Company proposed an expansion of its facilities for which the County and Company entered into a Fee Agreement, dated November 26, 2018 (“2018 Fee Agreement”);

WHEREAS, Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

WHEREAS, the Companies have requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017, but on or before December 31, 2020, may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

WHEREAS, Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

WHEREAS, Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in the 2018 Fee Agreement and this First Amendment, the Parties hereby agree as follows:

SECTION 1. Article VIII, Section 8.06 of the 2018 Fee Agreement is amended to read:

The parties hereto agree that investments made by the Company at the Project on or before December 31, 2020 shall be subject, as applicable, to the 2010 Agreements; and that investments made by the Company at the Project on or after January 1, 2021 shall be subject, as applicable, to the provisions of this Agreement.

SECTION 2. This First Amendment controls over any contrary or inconsistent provisions of the 2018 Fee Agreement. Every provision of the 2018 Fee Agreement not amended or modified by the terms of this First Amendment shall remain unchanged and in full force and effect.

SECTION 3. A. The County represents that (i) it is a body politic and corporate and a political subdivision of South Carolina, (ii) it is authorized by the Act to enter into this First Amendment, (iii) it has approved this First Amendment in accordance with the procedural requirements of the Act, the County Council and other applicable law, and (iv) it has authorized its officials to execute and deliver this First Amendment by adoption of Ordinance No. 2021-1792.

B. Each company represents that it (i) is organized, validly existing, and in good standing under the laws of the state of organization or incorporation, (ii) is authorized to transact business in South Carolina, (iii) has the power to enter into this First Amendment, (iv) has by proper action approved this First Amendment, and (v) has authorized its officials to execute and deliver this First Amendment.

SECTION 4. This First Amendment 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. Company agrees to reimburse County its administrative expenses, including attorney's fees, related to this First Amendment and Resolution No. 1184-R2021 promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from County. The written request shall include a description of the nature of the administrative expenses.

SECTION 6. This First Amendment is effective as of the date first above written.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Parties have executed this First Amendment, as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX MANUFACTURING, INC.

By: _____
Its: _____

NUTRAMAX LABORATORIES, INC.

By: _____
Its: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Its: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Its: _____

AIRMAX, LLC,
d/b/a AIRMAX SC, LLC

By: _____
Its: _____

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, January 24, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1792, an ordinance titled "AN ORDINANCE TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE FEE AGREEMENT BY AND AMONG NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC., AND LANCASTER COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 26, 2018." 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.

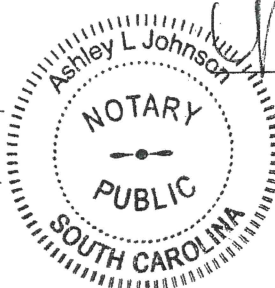
I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on December 18th 2021.

SWORN to before me this 20th day of December, 2021

Ashley Johnson

Notary Public for South Carolina

My Commission Expires: 01/20/2027



Newspaper Rep Signature

[Signature]

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1784

Contact Person / Sponsor: Dennis Marstall/Administration, Jim Kiley/GIS, John DuBose/County Attorney

Department: Attorney

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Consideration of Lancaster County redistricting map for Council districts 2022 - 2030.

Points to Consider:

Every ten years County Council must redraw the Council district lines to account for the population numbers. This was last done in 2011 for the 2010 Census and now in 2021 this must be done again to account for the 2020 Census numbers.

This process is governed by South Carolina Code of Laws Section 4-9-90.

The County, acting by and through its Council, has adopted the criteria that it has elected to use, to maintain compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the Code of Laws of South Carolina 1976, as amended, and the United States Voting Rights Act of 1965, as amended to realign the boundaries of the Election Districts and the following criteria were utilized in developing the Redistricting Plan:

1. Adhere to the court-ordered Constitutional requirement of one (1) person, one (1) vote and do so by following constitutionally mandated equal protection requirements and accepted population variances;
2. Adhere to a state law population variance per district under ten percent (10%);
3. Adhere to the Law and controlling court decisions;
4. Ensure that parts of each proposed County Council District are contiguous;
5. Respect "Communities of Interest;"
6. Attempt to maintain constituent consistency;
7. Attempt to avoid splitting voting precincts;
8. Solicit and consider public input;

We no longer fall under Pre-clearance from the U.S. Department of Justice. That said, the Voting Rights Act is still in effect and judicial review is always a possibility.

The maps attached to Committee agendas were drafts for the Committee's consideration and Council's consideration. The drawing of the lines is a Council policy decision. As staff, the aim is to make sure that the numbers for districts in the draft version are in compliance with applicable statutory law and case law.

As previously stated, one thing that is allowed is to protect incumbents and not make them have to run against each other. This has been accomplished with the exception of District 4 which is moving to the panhandle. Councilman Honeycutt has stated he is not running for re-election and a new member will represent this District in 2023.

Lancaster County engaged the professional services of a redistricting consultant and a statistician to assist in the review and formation of the proposed majority-minority district (Council District #2) to assure compliance with Section 2 of the Voting Rights Act, the 14th Amendment of the United States Constitution, the South Carolina State Constitution, and state law.

A bivariate regression analysis of racial polarized voting patterns in Lancaster County was conducted and the results of the analysis confirmed that all three of the *Thornburg v. Gingles* factors are present and satisfied. As evidenced by the proposed boundaries of Council District #2, there is an ability to draw a reasonably compact majority minority district based on voting age population. The bivariate regression analysis of racially polarized voting patterns revealed evidence of bloc voting by black voters

in Lancaster County and that the surrounding majority group usually votes in such a way to defeat the minority group's candidate of choice. The bivariate regression analysis revealed a high level of racially polarized voting.

Drawing the lines is a political/ policy exercise, but does require equal distribution of representation across all seven districts. The 2020 Census number for Lancaster County was 96,016. Divided by 7 districts that means ideally each County Council District would contain 13,717 (rounded) residents. Please note this is based on residents and not registered voters, citizens, or other designation.

Given the panhandle area (Census Tract 112) grew far more than other portions of the county, it now has enough population to account for 2.97 Council districts. This means one Council district currently in another area must move to the panhandle. The Council Districts outside the panhandle that were under the ideal number must grow to fill in the gap by the shifting of one district to the panhandle.

A key point is that, pursuant to earlier Council direction, we left congregate residential settings, such as nursing homes, correctional facilities, etc. in their location. Those residents are included in the calculation of each district population count.

As Council considers the lines and numbers, please note:

- It is impossible to have 7 districts with perfectly balanced populations number. Population variances have been kept under 10 percent in compliance with the requirements of the Home Rule Act and the 14th Amendment.
- When drawing lines we must draw using GIS/ Census polygons. Dividing lines are normally streets, creeks, high-power lines, and similar non-movable points. We cannot draw based on property parcel lines.
- It should be noted that an effort to avoid splitting communities of interest should be made but that is to the extent possible. As noted, it is simply impossible to have 7 equal districts.

Finally, it should be noted that while the Delegation has historically followed the County Council lines for the School District lines that is not a legal requirement.

A revised 2nd reading version of Ordinance 2021-1784 that references the map version recommended by the Redistricting Study Committee is attached to the agenda package.

If the proposed map meets with the approval of County Council a motion to amend Ordinance 2021-1784 in the form of the 2nd reading version will be needed.

Funding and Liability Factors:

Not applicable.

Council Options:

Approve or disapprove of the redrawn County Council election district map.

Recommendation:

This is now presented for Council input and decision.

Attached is the draft County Council District map recommended for approval by the Redistricting Committee on January 19, 2022, a map of existing County Council districts with 2020 census data for each distinct, a map of census tracts showing the current population in each census tract, as well as a handout from Revenue and Fiscal Affairs.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1784	1/17/2022	Ordinance
Proposed second reading version of Ordinance 2021-1784	1/17/2022	Ordinance

Ordinance 2021-1784 Exhibit A, current districts with 20202 data	1/18/2022	Exhibit
Ordinance 2021-1784 Exhibit B, Map Proposal 10	1/17/2022	Exhibit
Revenue & Fiscal Affairs Handout	10/21/2021	Exhibit
Census Tract Map	10/21/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1784	1/18/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1784

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO APPROVE AND ADOPT A REDISTRICTING PLAN FOR THE ELECTION DISTRICTS USED TO ELECT MEMBERS OF COUNTY COUNCIL; TO AUTHORIZE THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS TO TAKE ANY NECESSARY ACTIONS TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE; AND TO ADOPT OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

Council finds and determines that:

- a. with the completion and release of the Federal Decennial Census of 2020 ("2020 U.S. Census"), a realignment of the electoral districts used for the election of members of Council is necessary to maintain compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the Code of Laws of South Carolina 1976, as amended, and the United States Voting Rights Act of 1965, as amended (collectively, "Law");
- b. there presently exist seven single member districts ("Election Districts") for the election of Council members;
- c. the purpose of this ordinance is to realign the boundaries of the Election Districts to meet the requirements of, and in accordance with, the Law and the 2020 U.S. Census;
- d. the realignment of the election district boundaries for redistricting purposes is based upon the 2020 U.S. Census in order that the population of the Election Districts comply with the requirements set forth in the United States Voting Rights Act of 1965, as amended;
- e. the pertinent demographic data in reference to the current Election Districts, from such 2020 U.S. Census, is attached to this ordinance as Exhibit A and is incorporated herein by reference as if fully set forth verbatim herein;
- f. the County, acting by and through its Council, has adopted the criteria that it has elected to use, in accordance with the Law, to realign the boundaries of the Election Districts and the following criteria were utilized in developing the Redistricting Plan:
 1. Adhere to the court-ordered Constitutional requirement of one (1) person, one (1) vote and do so by following constitutionally mandated equal protection requirements and accepted population variances;
 2. Adhere to a state law population variance per district under ten percent (10%);
 3. Adhere to the Law and controlling court decisions;
 4. Ensure that parts of each proposed County Council District are contiguous;

5. Respect "Communities of Interest;"
6. Attempt to maintain constituent consistency;
7. Attempt to avoid splitting voting precincts;
8. Solicit and consider public input;

g. a map depicting the redistricting of the Election Districts, as determined by Council, in accordance with the Law, utilizing the criteria set forth herein, is attached to this ordinance as Exhibit B (Draft Plan _____, dated _____), and is incorporated herein by reference as if fully set forth verbatim herein; and

h. the pertinent demographic data in reference to the redistricted Election Districts, from the 2020 U.S. Census, is attached to the ordinance as Exhibit C and is incorporated herein as if fully set forth verbatim herein; and

i. Council desires to authorize and direct the County Administrator to take such administrative actions and to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this ordinance, including any elections required thereby, and in accord with the Law.

Section 2. Approval of Election Districts.

The seven single member Election Districts for the election of Council members in Lancaster County are hereby redistricted as depicted on the map of the County attached to this ordinance as Exhibit B (Draft Plan _____, dated _____). By adoption of this ordinance, Council approves the redistricted Election Districts.

Section 3. County Administrator Authority.

The County Administrator is authorized and directed to take all such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this ordinance, including any elections required thereby, and in accord with the Law.

Section 4. Authority of Other County Officials.

The Council Chair, Secretary and Clerk, County Attorney and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 8, 2021
Second Reading: January 24, 2022
Public Hearing: January 24, 2022
Third Reading: January 31, 2022

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2021-1784
District Statistics Report

See attached.

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**Exhibit B to Ordinance No. 2021-1784
Draft Plan
Election District Map**

See attached.

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Exhibit C to Ordinance No. 2021-1784
Draft Plan
District Statistics Report

See attached.

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1784

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO APPROVE AND ADOPT A REDISTRICTING PLAN FOR THE ELECTION DISTRICTS USED TO ELECT MEMBERS OF COUNTY COUNCIL; TO AUTHORIZE THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS TO TAKE ANY NECESSARY ACTIONS TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE; AND TO ADOPT OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

Council finds and determines that:

- a. with the completion and release of the Federal Decennial Census of 2020 ("2020 U.S. Census"), a realignment of the electoral districts used for the election of members of Council is necessary to maintain compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the Code of Laws of South Carolina 1976, as amended, and the United States Voting Rights Act of 1965, as amended (collectively, "Law");
- b. there presently exist seven single member districts ("Election Districts") for the election of Council members;
- c. the purpose of this ordinance is to realign the boundaries of the Election Districts to meet the requirements of, and in accordance with, the Law and the 2020 U.S. Census;
- d. the realignment of the election district boundaries for redistricting purposes is based upon the 2020 U.S. Census in order that the population of the Election Districts comply with the requirements set forth in the United States Voting Rights Act of 1965, as amended;
- e. the pertinent population and demographic data for the current Election Districts, from such 2020 U.S. Census, is attached to this ordinance as Exhibit A and is incorporated herein by reference as if fully set forth verbatim herein;
- f. the County, acting by and through its Council, has adopted the criteria that it has elected to use, in accordance with the Law, to realign the boundaries of the Election Districts and the following criteria were utilized in developing the Redistricting Plan:
 1. Adhere to the court-ordered Constitutional requirement of one (1) person, one (1) vote and do so by following constitutionally mandated equal protection requirements and accepted population variances;
 2. Adhere to a state law population variance per district under ten percent (10%);
 3. Adhere to the Law and controlling court decisions;
 4. Ensure that parts of each proposed County Council District are contiguous;

5. Respect "Communities of Interest;"
6. Attempt to maintain constituent consistency;
7. Attempt to avoid splitting voting precincts;
8. Solicit and consider public input;

g. a map depicting the redistricting of the Election Districts, as determined by Council, in accordance with the Law, utilizing the criteria set forth herein, is attached to this ordinance as Exhibit B (Draft Plan Proposal 10, dated January 14, 2022), and is incorporated herein by reference as if fully set forth verbatim herein; and

h. pertinent population and demographic data for the redistricted Election Districts, from the 2020 U.S. Census, is included in the Population Summary Report section of the proposed map, Exhibit B, and is incorporated herein as if fully set forth verbatim herein; and

i. Council desires to authorize and direct the County Administrator to take such administrative actions and to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this ordinance, including any elections required thereby, and in accord with the Law.

Section 2. Approval of Election Districts.

The seven single member Election Districts for the election of Council members in Lancaster County are hereby redistricted as depicted on the map of the County attached to this ordinance as Exhibit B (Draft Plan Proposal 10, dated January 14, 2022). By adoption of this ordinance, Council approves the redistricted Election Districts.

Section 3. County Administrator Authority.

The County Administrator is authorized and directed to take all such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this ordinance, including any elections required thereby, and in accord with the Law.

Section 4. Authority of Other County Officials.

The Council Chair, Secretary and Clerk, County Attorney and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 8, 2021
Second Reading: January 24, 2022
Public Hearing: January 24, 2022
Third Reading: January 31, 2022

Approved as to form:

John DuBose, County Attorney

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**Exhibit A to Ordinance No. 2021-1784
Current District Statistics Report**

See attached.

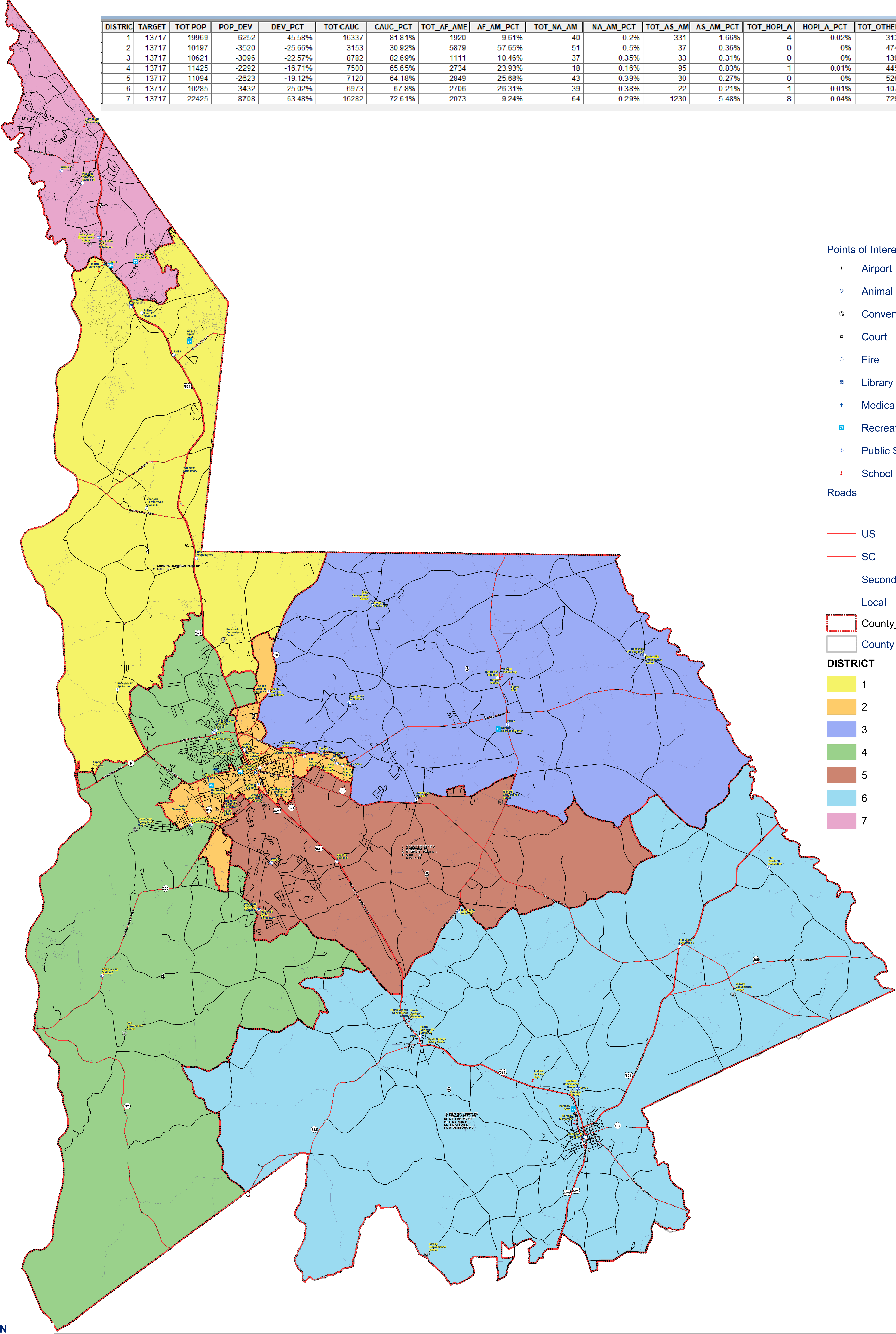
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Exhibit B to Ordinance No. 2021-1784
Draft Plan
Election District Map

See attached.

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DISTRIC	TARGET	TOT POP	POP_DEV	DEV_PCT	TOT CAUC	CAUC_PCT	TOT_AF_AME	AF_AM_PCT	TOT_NA_AM	NA_AM_PCT	TOT_AS_AM	AS_AM_PCT	TOT_HOPI_A	HOPI_A_PCT	TOT_OTHER	OTHER_PCT
1	13717	19969	6252	45.58%	16337	81.81%	1920	9.61%	40	0.2%	331	1.66%	4	0.02%	313	1.57%
2	13717	10197	-3520	-25.66%	3153	30.92%	5879	57.65%	51	0.5%	37	0.36%	0	0%	474	4.65%
3	13717	10621	-3096	-22.57%	8782	82.69%	1111	10.46%	37	0.35%	33	0.31%	0	0%	139	1.31%
4	13717	11425	-2292	-16.71%	7500	65.65%	2734	23.93%	18	0.16%	95	0.83%	1	0.01%	445	3.89%
5	13717	11094	-2623	-19.12%	7120	64.18%	2849	25.68%	43	0.39%	30	0.27%	0	0%	526	4.74%
6	13717	10285	-3432	-25.02%	6973	67.8%	2706	26.31%	39	0.38%	22	0.21%	1	0.01%	107	1.04%
7	13717	22425	8708	63.48%	16282	72.61%	2073	9.24%	64	0.29%	1230	5.48%	8	0.04%	729	3.25%



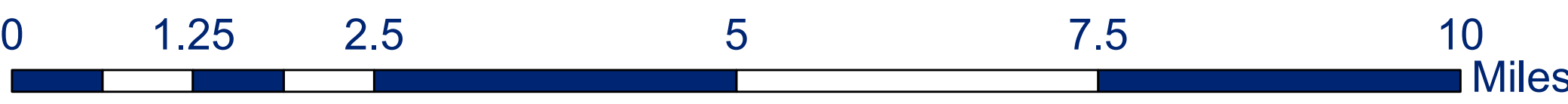
- Points of Interest
- Airport
 - Animal Control
 - Convenience Center
 - Court
 - Fire
 - Library
 - Medical
 - Recreation
 - Public Safety
 - School
- Roads
- US
 - SC
 - Secondary
 - Local
 - County_Council Line
 - County Limit
- DISTRICT
- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7



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.

Lancaster County, South Carolina

Existing Council Districts Using 2020 Population



Proposal 4 Revision 5

Population Summary Report

District No.	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)	Non-Hispanic white (%)	Hispanic (%)	Non-Hispanic black (%)	Non-Hispanic Asian (%)	Non-Hispanic Hawaiian or Other Pacific Islander (%)	Non-Hispanic some other race (%)	Non-Hispanic American Indian/Alaskan Native (%)
D1	14,541	13,717	824	6.01	80.73%	4.52%	10.40%	2.20%	0.01%	0.85%	0.98%
D2	13,699	13,717	-18	-0.13	33.32%	10.39%	53.95%	0.31%	0.01%	0.49%	1.05%
D3	13,280	13,717	-437	-3.19	79.97%	2.79%	13.67%	0.56%	0.00%	0.53%	2.06%
D4	13,969	13,717	252	1.84	69.23%	9.70%	9.74%	8.04%	0.02%	1.51%	1.22%
D5	13,284	13,717	-433	-3.16	66.31%	6.97%	23.38%	0.80%	0.01%	0.77%	1.42%
D6	13,176	13,717	-541	-3.94	68.56%	2.35%	26.10%	0.27%	0.02%	0.69%	1.61%
D7	14,067	13,717	350	2.55	74.56%	8.90%	10.95%	3.04%	0.13%	0.83%	1.32%

Points of Interest

+

Airport

⦿

Animal Control

⦿

Convenience Center

⌘

Court

⦿

Fire

⌘

Library

+

Medical

⌘

Recreation

⦿

Public Safety

⦿

School

Roads

US

SC

Secondary

Local

County Limit

DISTRICT

1

2

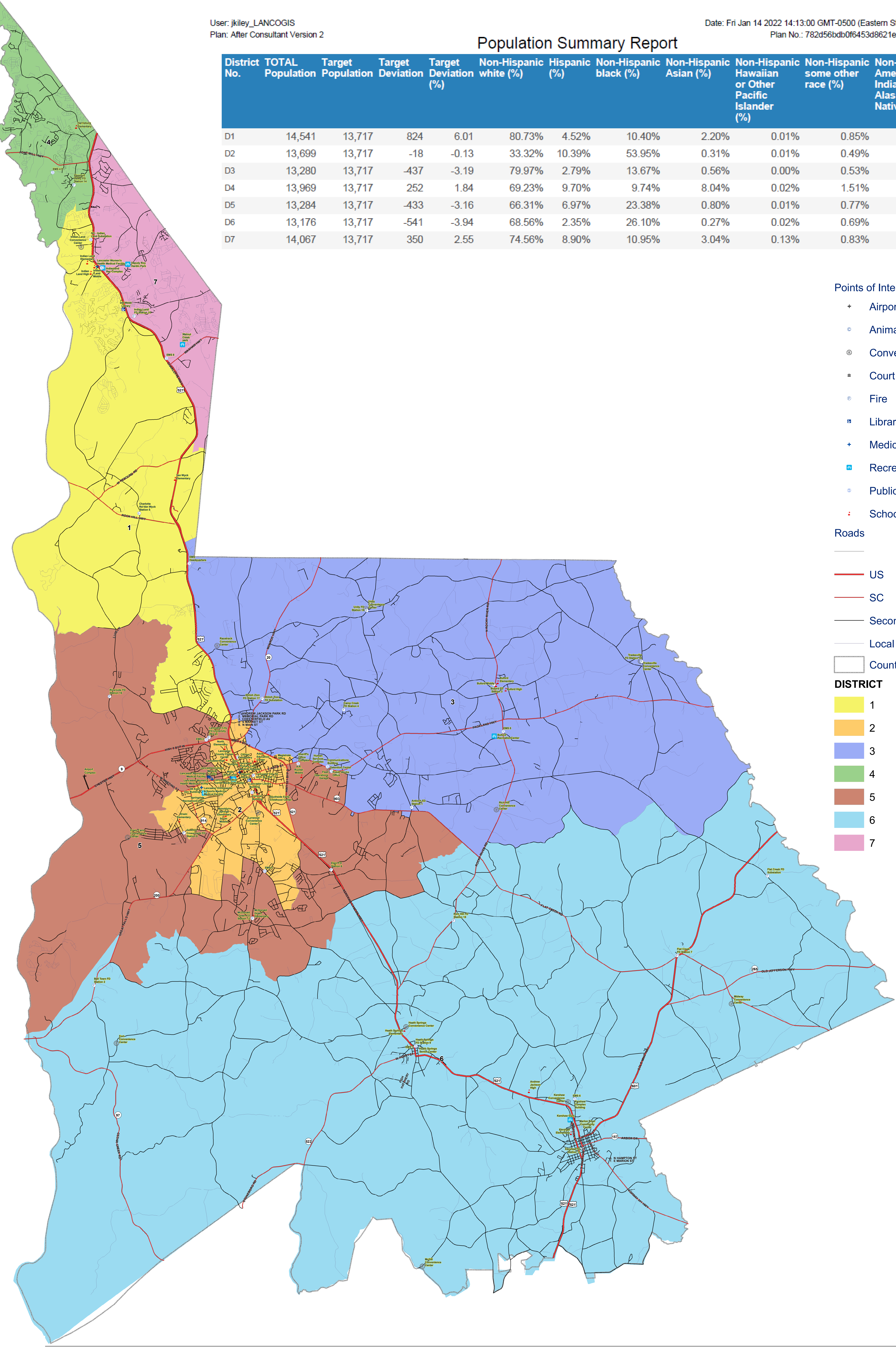
3

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6

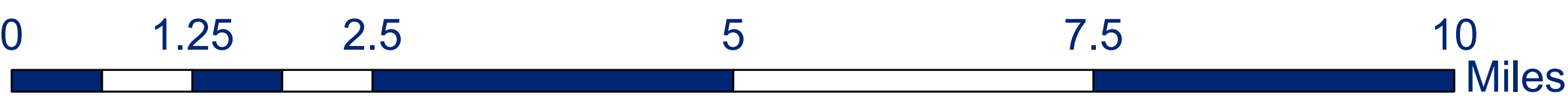
7



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Lancaster County, South Carolina

Draft of County Council Districts



REDISTRICTING IN SOUTH CAROLINA

Q: WHAT IS REDISTRICTING AND HOW DOES IT DIFFER FROM REAPPORTIONMENT?

Redistricting is the process of redrawing the lines of districts from which public officials are elected. It typically takes place after each census to accommodate population changes over the previous decade. Redistricting affects all jurisdictions that have single-member elections, whether for members of Congress, state legislatures, county councils, city councils, school boards, etc. and seeks to equalize population among districts.

Reapportionment is the reallocation of congressional seats in the U.S. House of Representatives based on total state population. Like with redistricting, it is performed after the release of the state population totals based on the latest decennial census, which was the 2020 Census.

Q: WHY SHOULD I CARE ABOUT REDISTRICTING?

Simply put: It's about your vote having the same impact as others.

One of the greatest rights the people of South Carolina have is to elect their own representatives to conduct the business of their government. Redistricting is the process to maximize that right. By engaging in the redistricting process, communities may have a better opportunity to express their interests in establishing districts for the next ten years.

Q: WHEN SHOULD REDISTRICTING BE COMPLETED?

S.C. Code of Laws §4-9-90 requires counties to redistrict within a reasonable time prior to the next general election following the federal decennial census. There is no corresponding statute for other political subdivisions but similar constitutional principles apply.

Ordinarily, redistricting is to be accomplished before the start of the next election's filing period. If the redistricting simply cannot be accomplished before the start of the next election's filing period, the federal courts have generally allowed those elections to go forward using the prior maps – provided that the government has a “reasonably conceived plan” for timely completion of the new maps. The delay of the release of the 2020 census may impact the ability to accomplish this before November 2022.

Q: HOW IS REDISTRICTING COMPLETED?

Generally, redistricting is an action just like a bill or ordinance and follows the same legislative process. Council must adopt the criteria that describes the key factors to be considered in the plan and discuss the plan at two or more meetings.

Q: WHO IS RESPONSIBLE FOR REDRAWING THE LINES OF THE VARIOUS ELECTORAL DISTRICTS?

The responsibility varies for electoral districts at the federal, state and local levels. The following lists examples of common electoral districts and the entities responsible for redrawing the boundaries:

- U.S. Congress – Districts are drawn by the S.C. General Assembly.
- S.C. House of Representatives and Senate – Each legislative body draws its own districts.
- County Council – Districts are drawn by the County Council.
- City Council – Districts are drawn by the City Council.
- School Districts – Districts are drawn by the S.C. General Assembly.

Q: WHY DO WE REDRAW THE LINES?

The U.S. Constitution, the S.C. Constitution and state law, among other authorities, require South Carolina to redraw electoral lines. Redistricting also is the fair and equitable thing to do to ensure people have effective representation in the various levels of government as populations change and communities grow and shrink. Ideally, redistricting enhances participation and representation in our democracy.

Q: WHAT CRITERIA ARE USED TO REDRAW ELECTION DISTRICT LINES?

The criteria used for redistricting include:

- Districts must be of equal population, or as nearly as practical, to comply with the Equal Protection Clause of the 14th Amendment and the principle of “one person, one vote.”
- Districts must comply with the federal Voting Rights Act to ensure that minorities have an equal opportunity to elect representatives of their choice.
- Districts must be drawn contiguously, so that all parts of the district are connected to each other.
- Districts must minimize the division of voting precincts, cities, counties, neighborhoods, and communities of interest to the extent possible.
- Districts should be geographically compact so that nearby areas of population are not bypassed for a more distant population.
- Districts must comply with other applicable court decisions and federal and state laws.

Q: WHAT ARE “COMMUNITIES OF INTEREST”?

A community of interest is not a set standard for defining districts but is considered as part of the traditional redistricting principles. A community of interest could be a neighborhood, community, or group of people that has common policy concerns, as well as social and economic interests, and would benefit from being maintained in a single district. Another way of understanding a community of interest is that it is simply a way

for a community to tell its own story about what residents share in common, and what makes it unique when compared to surrounding communities. Many times, multiple communities may exist in an area or cross traditional boundaries like schools and voting precincts. Keeping communities of interest together is an important principle in redistricting and participating in a public hearing helps to ensure that communities are not left out of the political process.

Q: WHAT IS THE ROLE OF THE S.C. REVENUE AND FISCAL AFFAIRS OFFICE (RFA) IN REDISTRICTING?

RFA provides state and local governments with services performed in accordance with redistricting laws and principles. However, RFA does not provide legal advice or representation.

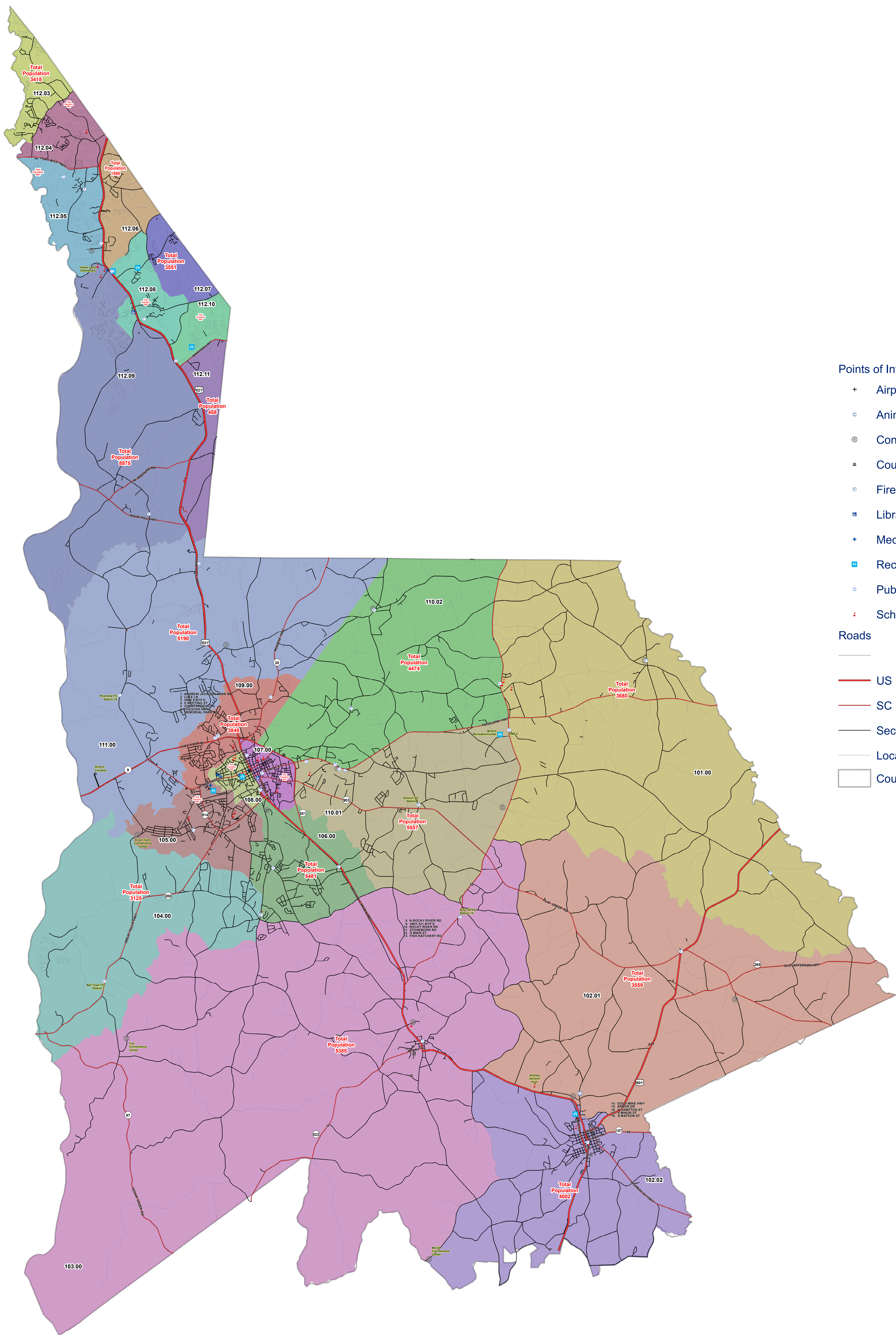
Q: HOW CAN I GET INVOLVED?

As part of the legislative process, public hearings are a key part of the process and redistricting is no exception. Public hearings are often held to allow for a more informal but detailed explanation of the proposed changes. Attending and participating in these events or contacting your representatives about redistricting are key ways to be informed and involved.

In the S.C. General Assembly, redistricting bills go through the legislative process, which typically allows for public testimony. County and city councils are required to have public hearings before final approval of redistricting measures.

Q: WHERE CAN I FIND MORE INFORMATION ON REDISTRICTING?

For more information on redistricting in South Carolina, please visit our website: rfa.sc.gov.

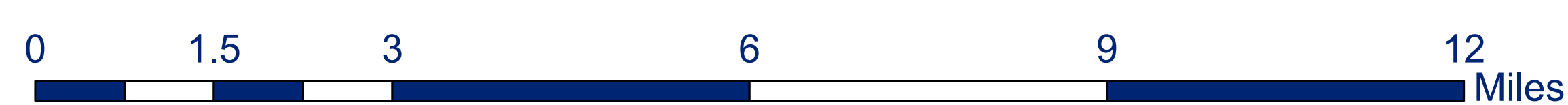


- Points of Interest
- Airport
 - Animal Control
 - Convenience Center
 - Court
 - Fire
 - Library
 - Medical
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 - Public Safety
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- US
 - SC
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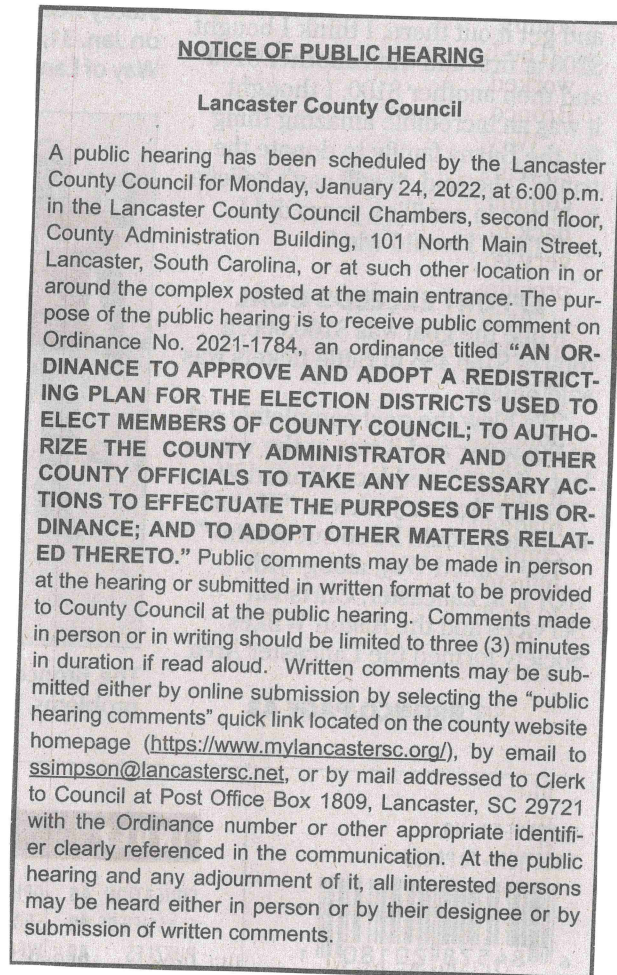
Lancaster County, South Carolina

Census 2020 Tracts



The Lancaster News

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



I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on January 8th 2022.

SWORN to before me this 18th day of

January, 2022

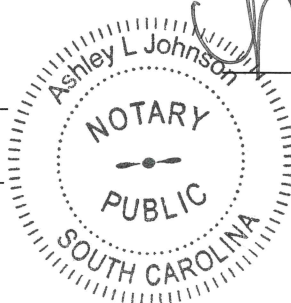
Ashley Gonsen

Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

[Signature]



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1794 / Planning Case Number: DA-2019-0803

Contact Person / Sponsor: A. Davis / Planning

Department: Attorney

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Application by Taylor Morrison to amend the Development Agreement for The Reserve at Barber Rock (portion of 0003-00-068.00), to reflect a decrease in acreage from 35.10 acres to 34.08 acres, with reference to transfer to adjacent owner.

Taylor Morrison/ Bonterra Builders, LLC has requested to amend Ordinance 2014-1274. This ordinance served as the original development agreement for the Preserve at Barber Rock (also known as the Reserve at Barber Rock). The original agreement included 35.10 acres this amendment proposes a removal of 1.017 acres to result in a new total acreage of 34.083.

Points to Consider:

The removal will not result in an adjustment of lots, removal of lots, or realignment of roads. The proposed 1.017 acres to be removed are located in a common open space area which is separated from the remainder of the property by a stream. The intent in removing this 1.017 acres is to sell the land to the adjacent property owner for their use at a later date. The Reserve at Barber Rock will continue to comply with open space requirements after the land transfer.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the proposed amendment

Recommendation:

Planning Commission recommended **approval** by a vote of 6-0 at their December 2021 meeting.

Staff also recommends approval of this request.

There is also an associated Preliminary Plat amendment intended to effect the land transfer contemplated by the proposed Development Agreement amendment. Planning Commission issued a conditional approval for the associated Preliminary Plat amendment subject to County Council approval of this proposed Development Agreement amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1794	1/18/2022	Ordinance
Exhibit A to Ord 2022-1794 - First Amendment of Development Agreement	1/18/2022	Exhibit
Planning Staff Report	12/14/2021	Planning Staff Report
Exhibit 1: Application	12/14/2021	Exhibit
Exhibit 2: Zoning Map	12/14/2021	Exhibit
Exhibit 3: Proposed Plat	12/14/2021	Exhibit
Public Hearing Notice for Ordinance 2022-1794 (Planning Department Case Number: DA-2019-0803)	12/22/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2022-1794

(

COUNTY OF LANCASTER

(

AN ORDINANCE

TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN BONTERRA BUILDERS, LLC AND LANCASTER COUNTY FOR THE RESERVE AT BARBER ROCK TO REMOVE APPROXIMATELY 1.017 ACRES OF REAL PROPERTY FROM THE DEVELOPMENT AGREEMENT AND TO AUTHORIZE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH BONTERRA BUILDERS, LLC.

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

- (a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663, codified as 9.2.18 in Chapter 9 of the Unified Development Ordinance (the "Ordinance"), to enter into development agreements with developers;
- (b) By passage of Ordinance 2014-1308, County Council approved a development agreement between Bonterra Builders, LLC ("Developer") and the County of Lancaster for the Reserve at Barber Rock Development, and that Development Agreement, dated November 12, 2014, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 831, Pages 97-121 (the "Development Agreement");
- (c) Developer has requested that County Council approve amendments to portions of the Development Agreement to allow removal of 1.017 acres of real property, more or less, from the Development Agreement. Developer intends to convey the acreage to an adjacent property owner. The removal of the acreage will not result in adjustment of lots, removal of lots, or realignment of roads. The proposed acreage is located within common open space separated from the remainder of The Reserve at Barber Rock by a stream.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement relating to removal of 1.017 acres of real property, more or less, from the Development Agreement.

Section 2. Approval of First Amendment; Authorization to Act.

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

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

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

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, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 24, 2022
Public Hearing: January 24, 2022
Second Reading: February 14, 2022
Third Reading: February 28, 2022

Approved as to form:

John DuBose, County Attorney

the remainder of The Reserve at Barber Rock by a stream. Removal of the proposed acreage is not offensive to sound land use planning principles.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this First Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, the parties to this First Amendment intending to be legally bound, agree as follows:

Section 1. The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. The definitions in Section 1.02 of the Development Agreement are amended by adding definitions for "First Amendment" and "Ordinance No. 2022-1794":

“(7)” ‘First Amendment’ means the First Amendment to the Development Agreement Reserve at Barber Rock development, dated _____, 2022, and approved by passage of Ordinance No. 2022-1794.

(12A) ‘Ordinance No. 2022-1794’ means Ordinance No. 2022- 1794 of the County approving the First Amendment.”

Section 3. Exhibit A to the Development Agreement is amended to reflect removal of the acreage and a new legal description of the Property is attached hereto and incorporated herein as Exhibit A.

Section 4. Exhibit E of the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

“Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2014-1274, zoning the Property R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay.
2. Ordinance No. 2015-1308, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.
7. Ordinance No. 2022-1794 approving the First Amendment to this Development Agreement.”

Section 5. County agrees to record this First Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this First Amendment.

Section 6. (A)(1) The County represents that it has approved this First Amendment by adoption of Ordinance No. 2022-1794 in accordance with the procedural requirements of 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, Lancaster County Ordinance No. 663, the terms of the Development Agreement recorded in the records of the County Register of Deeds in Deed Book 831, Pages 97-121, and any other applicable law.

(2) The County represents that prior to the final reading of Ordinance No. 2022-1794 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 amendment to the development agreement.

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

Section 7. This First Amendment 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 8. This First Amendment is effective upon its execution.

IN WITNESS WHEREOF, Bonterra Builders, LLC, has caused this instrument to be executed by its duly authorized _____, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

BONTERRA BUILDERS, LLC

A North Carolina limited liability corporation

Witness #1

By: _____

Its: _____

Witness #2

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is the _____ of Bonterra Builders, LLC, a North Carolina limited liability corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this ____ day of _____, 2022.

NOTARY SEAL

Signature of Notary Public
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON THE NEXT PAGE.

IN WITNESS WHEREOF, the County of Lancaster, South Carolina, has caused this instrument to be executed by its duly authorized Chair and Secretary, as of the day and year first above written.

**COUNTY OF LANCASTER,
SOUTH CAROLINA**

Witness #1

By: _____
Steve Harper, Chair, County Council

Witness #2

Witness #1

By: _____
Billy Mosteller, Secretary, County Council

Witness #2

**STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER**

I, _____, a Notary Public of the County and State aforesaid, certify that Steve Harper personally appeared before me this day and acknowledged that he is Chair of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County and that Billy Mosteller personally appeared before me this day and acknowledged that he is Secretary of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

NOTARY SEAL

Signature of Notary Public
My Commission Expires: _____

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EXHIBIT A
PROPERTY DESCRIPTION

Pending Revision

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PROPOSAL: Application by Taylor Morrison/ Bonterra Builders, LLC to amend an approved a Development Agreement with Lancaster County to reduce the development from 35.10 acres to 34.083. This application is associated with the companion Preliminary Plat Amendment SD-2019-0803.

COUNCIL DISTRICT: District 7, Brian Carnes

Taylor Morrison/ Bonterra Builders, LLC has requested to amend Ordinance 2014-1274. This ordinance served as the original development agreement for the Preserve at Barber Rock (also known as the Reserve at Barber Rock). The original agreement included 35.10 acres this amendment proposes a removal of 1.017 acres to result in a new total acreage of 34.083.

The removal will not result in an adjustment of lots, removal of lots, or realignment of roads. The proposed 1.017 acres to be removed are located in a common open space area which is separated from the remainder of the property by a stream. The intent in removing this 1.017 acres is to sell the land to the adjacent property owner for their use at a later date.

August 18, 2021

Lancaster County Planning Commission
P.O. Box 1809
Lancaster, SC 29720

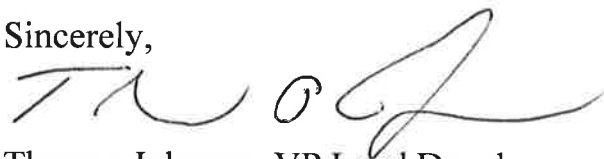
Re: Development Agreement Amendment Request for The Preserve at
Barber Rock
Lancaster County, South Carolina

Planning Commission Members,

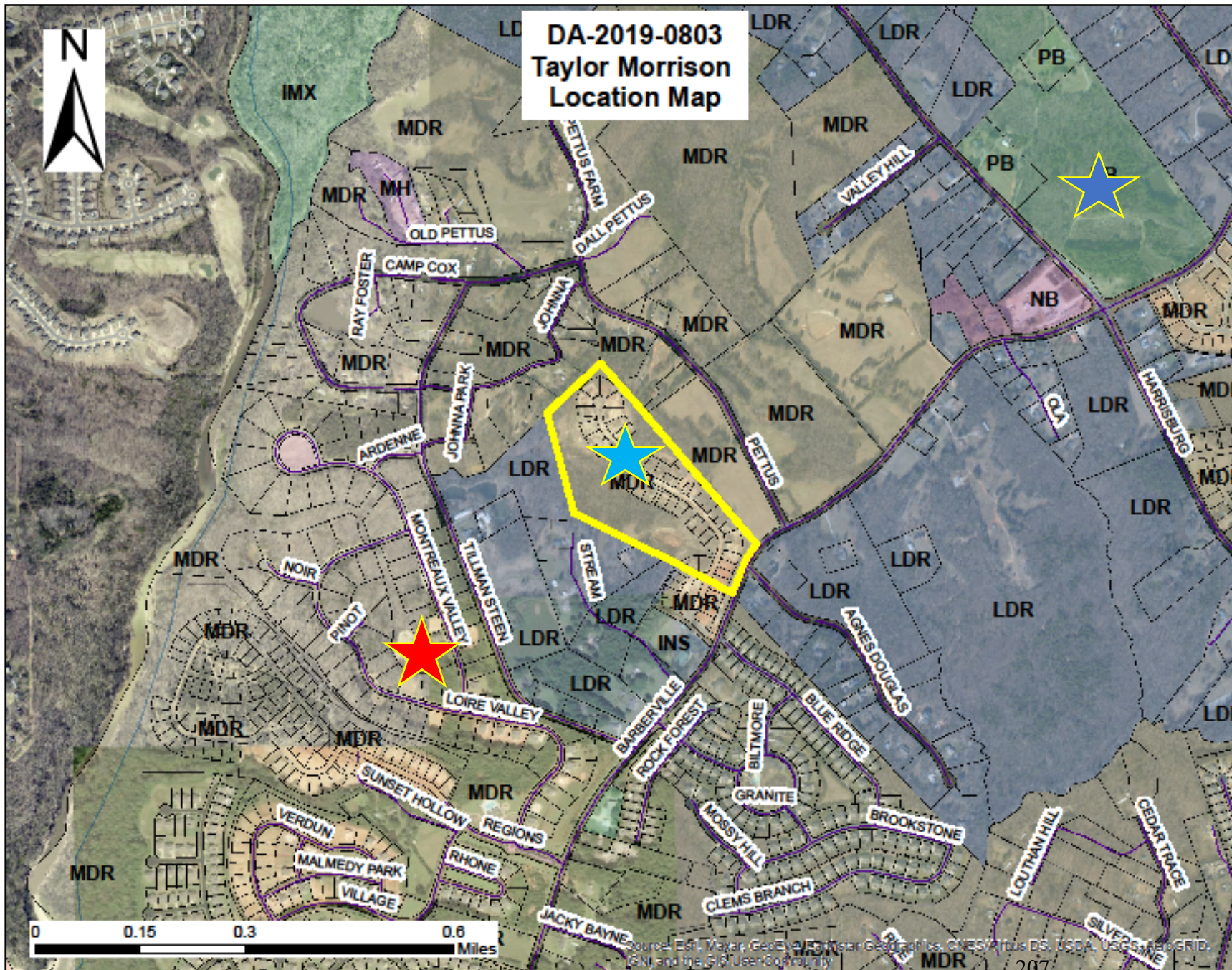
On behalf of Bonterra Builders, LLC, this letter has been prepared to request an amendment to the Major Development Agreement (Ord 2014-1274) for The Preserve at Barber Rock. This amendment is required to allow the recombination of 1.017 acres of common open space located on the west side of the development into parcel 00003-00-065.00, owned by McCarthy Properties, LLC, for the purpose of development of a single-family residential development current know as Tillman Steen Road Subdivision.

This recombination of land will not bring the Preserve at Barber Rock out of compliance with and land development code. After the proposed land swap, the common open space is reduced from 18.80 acres (53.5%) to 17.783 acres (52.12%). Additionally, the area to be recombined is essentially unusable by the residents of The Preserve due to the fact that it is cut off by the existing creek. Please see drawing titled Land Swap Exhibit for mor information.

Sincerely,



Thomas Johnson, VP Land Development
Bonterra Builders, LLC



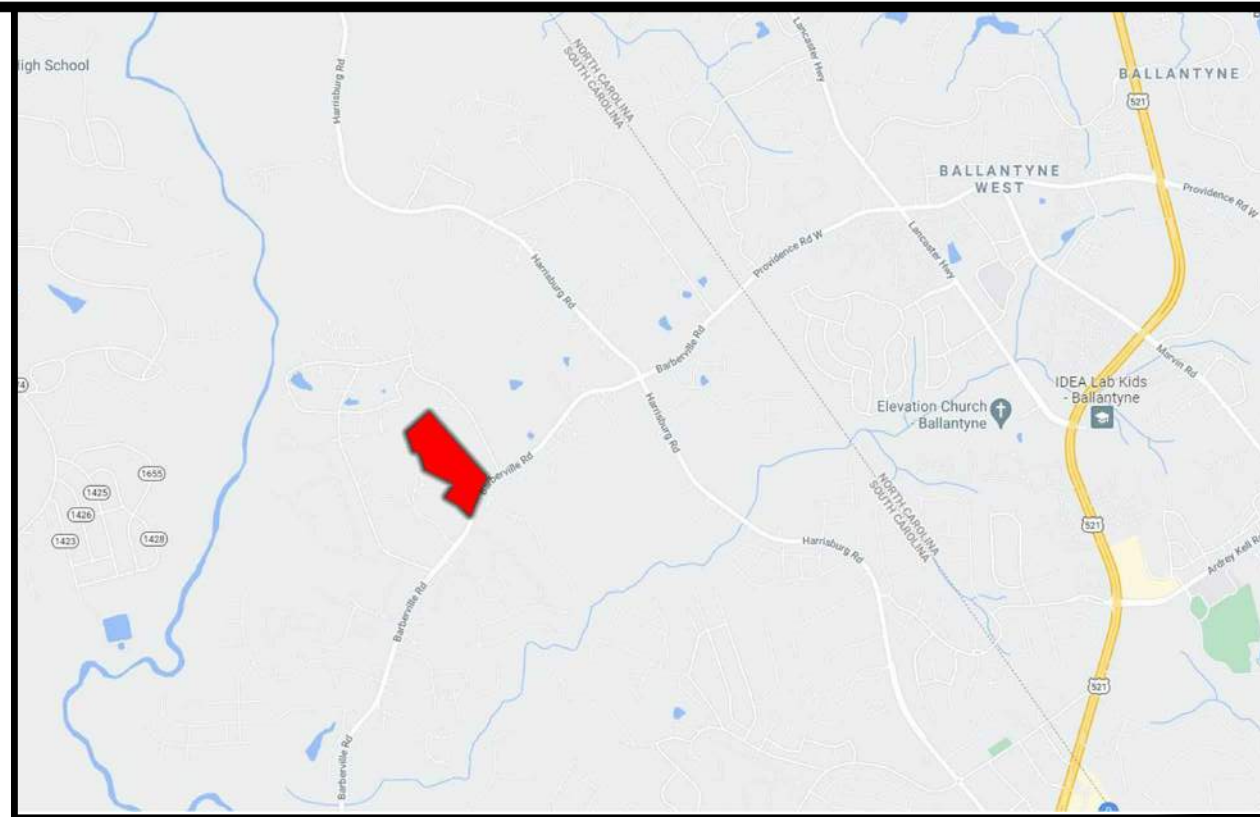
Proposal:
Request to amend an existing
development.

Legend:

-  Subject Property
-  Redwoods
-  Bretagne
-  Preserve at Barber Rock

THE PRESERVE AT BARBER ROCK

LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA



VICINITY MAP
NOT TO SCALE

Development Data:

Tax Parcels: A portion of 0003-00-068.00
Site Area: 34.12 Acres
Location: Lancaster County, SC
Land Use: Vacant
Existing: Single-Family Detached Residential
Proposed: Single-Family Detached Residential
Zoning: R-15P CSOD (Ordinance #2014-1274)
(Cluster Subdivision Overlay District)

Total Lots: 52 Lots

61'x125' Lots: 18 Lots (34%)
71'x130' Lots: 17 Lots (33%)
81'x135' Lots: 17 Lots (33%)

Proposed Density: 1.52 DU/AC

Total Open Space Proposed: +/- 13.74 Acres

Primary Conservation Areas: +/- 3.83 Acres

Total Open Space Proposed = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas.

TO = ((TP-PC)OSP)+PC
TO = Total Open Space Proposed (Acres)
TP = Total Parcel (Acres)
PC = Primary Conservation Area (Acres)
OSP = Open Space Percentage (% of Site Acreage excluding PC)
TO = ((34.12 - 3.83) .25) + 3.83
TO = 11.40 Acres of Total Open Space Required

Note: The Preserve at Barber Rock CSOD shall include provisions for the protection of trees and other natural amenities within the areas designated for open space in accordance with Section 6F9 of the Lancaster County CSOD Ordinance.

Proposed Fire Hydrants: 4 Hydrants

Connectivity Index (Links/Nodes):

Required: 1.0*

Provided: 1.4 (7 Links / 5 Nodes)

* Refer to Development Agreement, Ordinance No. 2014-1308, Article III, Section 3.01A

R-15P CSOD Lot Standards:

Minimum Lot Width: 50'

Minimum Lot Area: 5,000 sf

Smallest Lot Provided: 7,625.00 sf

Minimum Setbacks:

Front: 20'
Side: 5'
Rear: 30'

* If side yards are five feet (5') then the following conditions must be met:
- Dwelling units must have fire resistant siding as approved by the Lancaster County Building Official
- Vented soffits must be avoided for dwellings less than 10' from an adjacent dwelling unit or structure.
- Windows of dwelling units must be offset from windows of adjacent units.

** Where a lot fronts on any corner, front-yard setbacks shall be in accordance with Lancaster County UDO Section 5.4.4b.

Boundary Information

Boundary information obtained from survey by ESP Associates, Inc. entitled "Boundary Survey of Tax Parcels 3-00-063.01 and 3-00-068.00 Being 35.134 Acres Total" dated 1/22/2014.

Topographic Information

Topographic information obtained from survey by ESP Associates, Inc. entitled "Topographic Survey of Parcels 3-00-063.01 and 3-00-068.00 Being 35.135 Acres Total" dated 1/22/2014.

Stream and Wetland Information

Stream and wetland information obtained from preliminary survey by ESP Associates, Inc. entitled "Wetland Survey of Tax Parcels 3-00-063.01 and 3-00-068.00" dated 4/13/2014.

Road Improvement

Road improvements are subject to available right of way and coordination with SCDOT during driveway permitting process.

Off Site Utility Improvements

Final alignment of all off site utility improvements to be determined during design phase in coordination with LCWSD.

Total Open Space Proposed

Total Open Space Proposed includes property buffers, pocket parks, natural areas, and water quality areas as well as Primary Conservation Areas.

Road Names & Lengths:

Chalet Lane +/- 747.9 LF
Garden Gate Drive +/- 2,142.8 LF
Juneberry Place +/- 215.0 LF

Total Length of Proposed Roads: +/- 3,105.7 LF

Notes:

- Preliminary Plan is subject to minor revisions during the design process as may be required.
- See Sheets 1-3 for detailed lot dimensions.
- Applicant to provide and install road signs for this subdivision.
- Applicant to install a central mail kiosk for this community. Location shown on Preliminary Plan is conceptual and subject to final approval from USPS. Location and number of kiosks is subject to change.
- All roads within The Preserve at Barber Rock CSOD are to be privately maintained and have a minimum pavement width of 22' as per Lancaster County Ordinance No. 2014-1285.
- Developer agrees to grant easement over private street road ROW after construction to LCWSD for access to water and sewer infrastructure.
- Although streets will be private, water, sewer, and hydrants will be public and maintained by LCWSD.
- Proposed locations of water and sewer lines shown on Preliminary Plan are preliminary and have not been designed. Design and details of water and sewer systems shall be provided during construction document phase.
- Location and size of Potential Stormwater Management Areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will be determined during construction document phase.
- Signage and monumentation details, including sizing and locations, will be determined upon the submittal of Construction Documents. Monumentation and signage to be permitted separately. Monumentation to be installed outside of sight triangles & sight distance lines.
- Street signs to be consistent with SCDOT details or approved equivalent. Decorative street signs may be installed as long as they meet or exceed the minimum specifications established by SCDOT.
- Construction plans for water, storm and sewer systems to be provided during construction document phase.
- Road grading and profile is to be determined during the construction document phase.
- Site grading, cut, and fill to be determined during the construction document phase.
- Detailed landscape planning plans, outlining landscaping and buffer plantings, to be provided during the construction document phase.
- Site distance plan and profile to be provided during construction documentation phase as requested by SCDOT.
- Fire hydrants to be spaced and installed to ensure that each phase of construction of development has adequate hydrant protection. Phasing to be determined at construction documentation phase, hydrant locations to be adjusted to provide coverage based on phasing.
- Proposed sewer easements shall have no steeper than 4:1 slope as requested by LCWSD.
- As requested by LCWSD, proposed pump station to be graded to ensure proper drainage.
- Based on meeting with Lancaster County on 1/29/15 applicant agrees to install street trees outside of 3' planting strip behind sidewalk. Street trees to be located 3-4' behind back of sidewalk either in the front yard of each lot, side yard of each lot or in a common open space area. Exact locations to be determined at construction documents to avoid conflicts with utilities and driveways.
- Applicant agrees to provide an increased curb radius located at the entrance from Barberville Road (in lieu of deceleration lane). Exact curb radius size to be provided as specified by SCDOT. Size to be coordinated during construction document phase.

ENGINEERING FIRM:

ESP ASSOCIATES, INC.
3475 LAKEMONT BLVD.
FORT MILL, SC 29708
(803) 802-2440
(803) 802-2515
MATTHEW W. MANDLE, P.L.A.

DEVELOPER:

TAYLOR MORRISON
11405 NORTH COMMUNITY HOUSE ROAD, SUITE 150
CHARLOTTE, NC, 28277
(704) 251-8137
MR. THOMAS JOHNSON

REVIEW AGENCY:

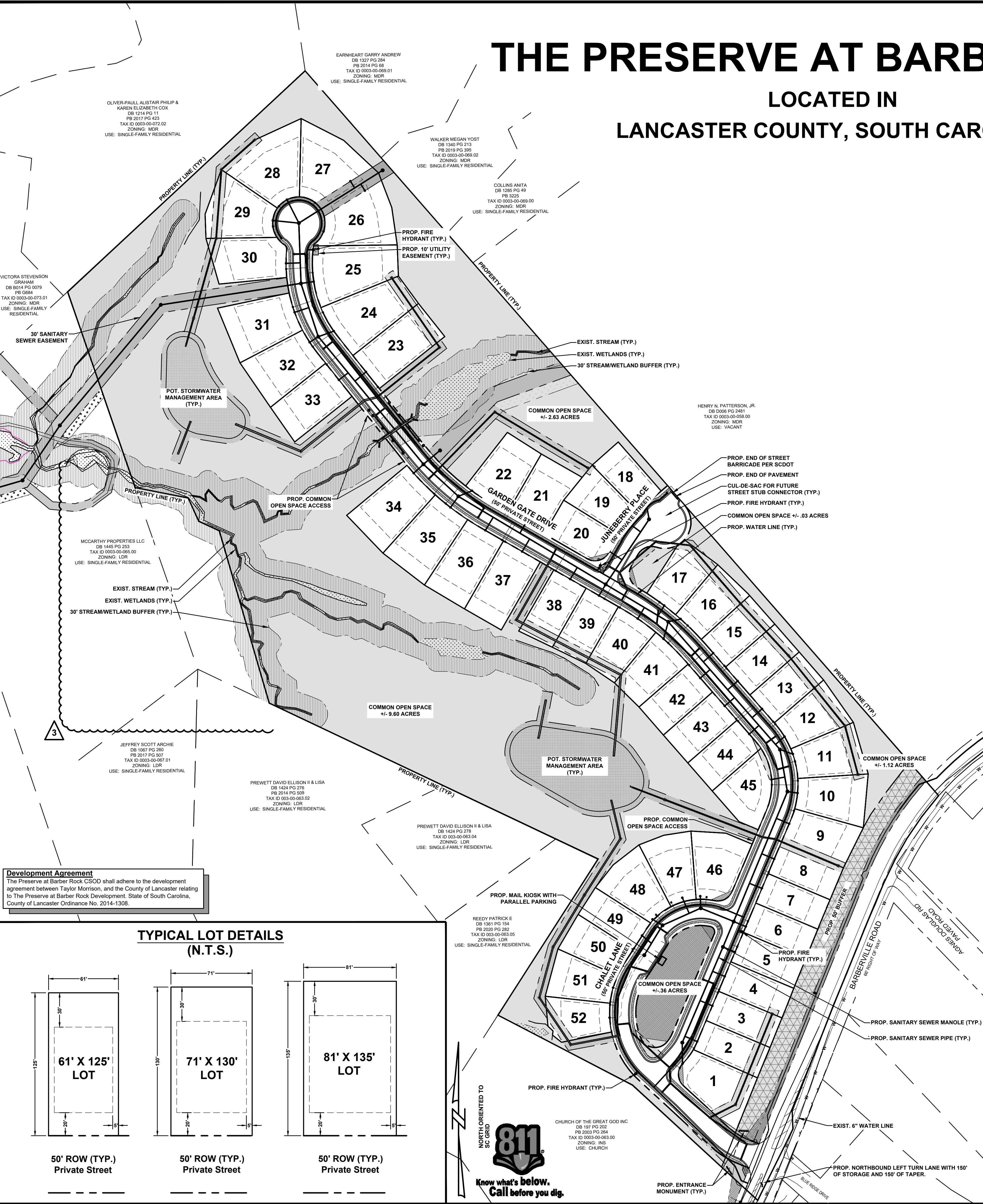
LANCASTER COUNTY
101 NORTH MAIN STREET
LANCASTER, SC, 29720
(803) 285-6005

GRAPHIC SCALE

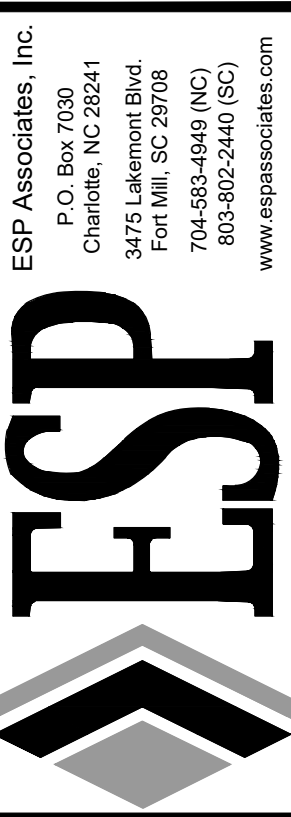
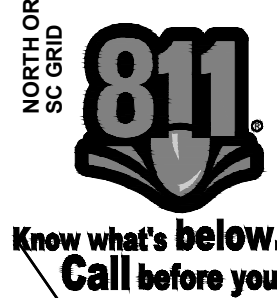
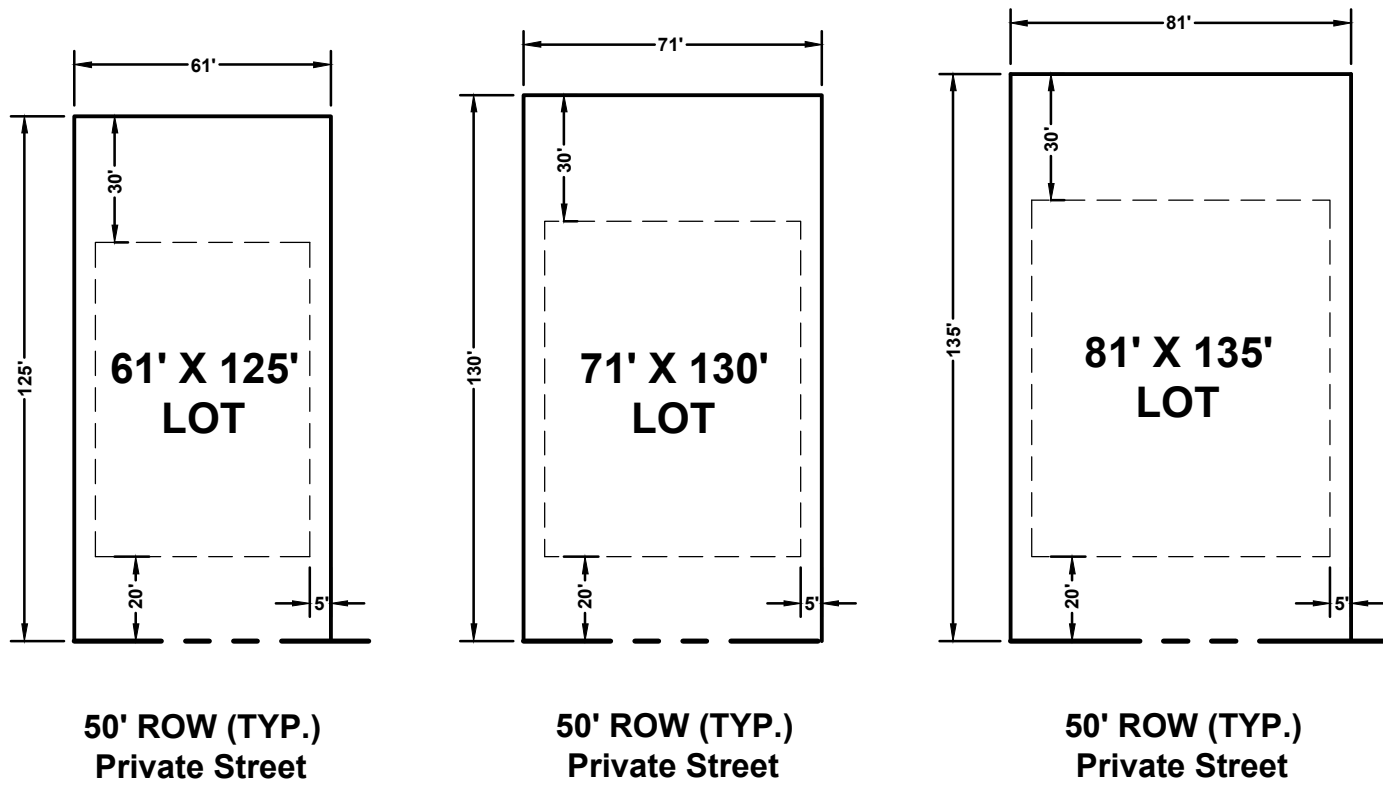


(IN FEET)

1 inch = 100 ft.



TYPICAL LOT DETAILS (N.T.S.)



NO.	DATE	REVISION	BY
1	01/14/2015	REVISED PER STAFF REVIEW COMMENTS DATED 12/17/2014	AC
2	02/03/2015	REVISED TO ADD NOTES BASED ON 12015 PLANNING COMMISSION MEETING	AC
3	06/03/2021	REVISED TO UPDATE BOUNDARY	SW

PRELIMINARY PLAN (OVERALL)
THE PRESERVE AT BARBER ROCK
LANCASTER COUNTY, SC
TAYLOR MORRISON

PROJECT INFORMATION	
PROJECT MANAGER:	MM
DESIGNED BY:	MM
DRAWN BY:	SW
PROJECT NUMBER:	JT75.100
ORIGINAL DATE:	09.03.2021
SHEET:	
OVERALL	

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, December 21, 2021, and Monday, January 24, 2022, 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-2021-2559: Application by CSH Charlotte Highway Act, LLC to rezone 3.63 acres (TM # 0008-00-069.07) located at 7829 Charlotte Highway, adjacent to Parcel # 0008-00-067.00, from Low Density Residential (LDR) to General Business/Highway Corridor Overlay (GB/HCO) to facilitate development of an active living (Age 55+ Independent Living) project.
2. RZ-2021-2643: Application by Realty Advisory Corporation to rezone approximately 90.43 acres (TM# 0014-00-043.00) on the south side of Jim Wilson Road and approximately 1,600 feet east of Henry Harris Road, from Rural Neighborhood (RN) District to Medium Density Residential (MDR) District to facilitate the development of a 141-lot single family residential subdivision.
3. DA-2019-0803: Application by Taylor Morrison to amend the Development Agreement for The Preserve at Barber Rock (portion of 0003-00-068.00), to reflect a decrease in acreage from 35.10 acres to 34.08 acres, with reference to transfer to McCarthy Development.

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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 County Planning Department
8451 Charlotte Highway, on
reopened its Indian Land off
by appointment only. To make
appointment, call 803-283-
email vaoffice@lanccastsc.
Van Wyck Town Council:
the second reading of
signed by Gov. Henry
approval and then be
to the S.C. Senate for
From there it will go
is expected to pass.
up into three house seats
way it is. To have it split
McMaster.

I hereby certify that on the above notice published in The Lancaster News,
a general circulation in Lancaster County, South Carolina, in accordance with
law on December 4th 2021.

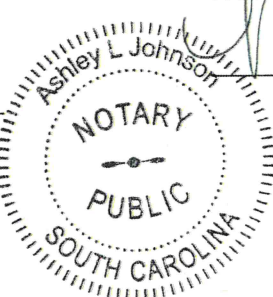
SWORN to before me this 6th day of
December, 2021

Ashley Johnson
Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

[Signature]



The Lancaster News

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Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or 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.

published in The Lancaster News,
South Carolina, in accordance with

SWORN to before me this 6th day of

December, 2021

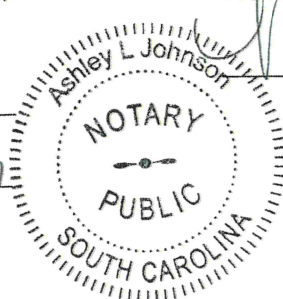
Ashley L Johnson

Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

Manifield



CAROLINA GATEWAY

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

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be published in the Carolina
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Newspaper Rep Signature

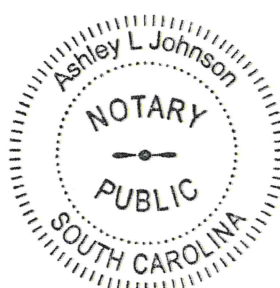
Manifalder

December, 2021

Ashley L Johnson

Notary Public for South Carolina

My Commission Expires: 01/20/2027



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I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on December 8th 2021.

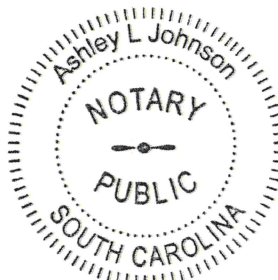
SWORN to before me this 8th day of December, 2021

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Nam-fallen



Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Whether to appoint Nakisha Procope to the Board of Assessment Appeals as the District 1 representative. If appointed, she would be filling her 1st four year term that would end on 06/30/2025.

Points to Consider:

Nakisha Procope's application is attached for Councils review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointment.

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Nakisha Procope for the Board of Assessment Appeals	1/14/2022	Backup Material

**LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE**

Name Nakisha Procope County Council District 01

Mailing Address _____ City/Zip Lancaster, 29720

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) _____ (other) _____

Email: nakishawashington@gmail.com

Occupation Human Place of employment Duke Energy

Address _____ Normal working hours 7am-4pm
(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 2nd choice Economic Development Advisory Board

3rd choice Forfeited Land Commission

Reason for interest

I recently moved to Lancaster and am looking to get connected and make an impact in the community that I am raising my children in. In the short time that I have lived in Lancaster, I have grown to love this community and am hoping to become ingrained in the fabric of this community.

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 believe that my work experience in human resources for major financial institutions and energy will lend well to the Community Relations and Economic Development boards. My knowledge of real estate and land will help on the forfeited land commission.

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
Nakisha Procope
Key: 346d8b-47d83d0e97ae264bd1c81dd0E1

Date 12/14/2021

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

Agenda Item Summary

Ordinance # / Resolution #: None

Contact Person / Sponsor: Clayton L Catoe / EMS

Department: EMS

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Approve a one-time exception to county disposal policy. Lancaster County EMS is requesting the consideration of an alternate property disposal action.

Currently, Lancaster County has a county property disposal plan for vehicles through Fleet Maintenance. This request is for a one-time alternate action that would allow Lancaster County to Donate a used EMS unit to the South Carolina Fire Academy. This unit is no longer suitable to Lancaster County due to high mileage. The SCFA will accept this donation as is and not hold Lancaster County responsible for any current issues. The SCFA will use this unit as a training unit to teach future EMT classes onsite. Members of the SCFA have visited and reviewed this unit. In return for this donation, Lancaster County EMS will get \$5,000 worth of training to members of our department. The SCFA will make notation on the side of this unit that is was donated to the SCFA by Lancaster County.

Points to Consider:

The cost of training that Lancaster County EMS will pay the SCFA for future training. The SCFA will accept this unit "as is" and will not hold Lancaster County for any mechanical issues found with this unit.

Funding and Liability Factors:

None

Council Options:

Approve this request or request the unit be disposed as current policy states.

Recommendation:

Approve

ATTACHMENTS:

Description	Upload Date	Type
Memorandum of Understanding	1/13/2022	Ordinance

STATE OF SOUTH CAROLINA

Lancaster County EMS

)
)
)

MEMORANDUM OF UNDERSTANDING

This Agreement is made this ____ day of _____, 2021 between the Lancaster County EMS (LCEMS) and the South Carolina Fire Academy (Fire Academy).

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

The LCEMS has agreed to transfer ownership of a 2008 International Ambulance to the South Carolina Fire Academy EMS Program. As compensation for the ambulance, the Fire Academy agrees to provide up to Five Thousand Dollars (\$5000.00) worth of free training annually to LCEMS for a three year period. The EMS Director has sole discretion in determining how the funds will be applied to various training programs offered by the Fire Academy, with the understanding that all students register through the normal Fire Academy registration process.

Section One: Description of Ambulance

The property referred to in this Agreement is a 2008 International Ambulance, VIN # 1HTMNAAM29H159727.

Section Two: Terms

The terms of this Agreement shall be effective for three (3) years beginning on the ____ day of _____, 2021 and ending on the ____ day of _____, 2024.

The Fire Academy has inspected this ambulance, is accepting ownership of this ambulance "as is", and LCEMS will deliver the ambulance to the Fire Academy campus after agreeing to the terms of this MOU. The Fire Academy will add this vehicle to the current fleet insurance policy as the owner of the ambulance upon transfer of title and shall utilize the ambulance as it sees fit. The Fire Academy will be responsible for all maintenance and upkeep upon delivery of the ambulance to the Fire Academy campus. The Fire Academy staff shall remove all logos and lettering specified by LCEMS upon delivery of the ambulance to campus prior to use.

Section Three: Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

Section Four: Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Section Five: Notices

All notices, demands or other writings in this Agreement provided to be given or made or sent or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the Department:

Lancaster County EMS
Clay Catoe/ EMS Director

To the Fire Academy:

South Carolina Fire Academy
LLR-Division of Fire & Life Safety
Dennis K. Ray/Superintendent
141 Monticello Trail
Columbia, SC 29201

Section Six: Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first mentioned above.

FOR THE FIRE ACADEMY:

South Carolina Fire Academy
LLR-Division of Fire & Life Safety
141 Monticello Trail
Columbia, SC 29201

By: _____ Date: _____
Emily Farr, Agency Director
SC Dept of Licensing & Regulations

FOR LCEMS:

Lancaster County EMS
10209 Walnut Creek Pkwy., Lancaster, SC 29720

By: _____ Date: _____
Clay Catoe
Lancaster County EMS Director

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration

Department: Administration

Date Requested to be on Agenda: 1/24/2022

Issue for Consideration:

Adoption of the 2022 Lancaster County CDBG Prioritized Community Needs List.

Points to Consider:

Each year the County is asked to identify community needs to help focus and prioritize funding through the federal Community Development Block Grant (CDBG) program and other programs administered by Catawba Council of Governments

County Council heard this matter at the last Council meeting and made suggestions for additions and deletions to the list. The Catawba Regional Council of Governments has updated the list based on those recommendations and they are as follows:

(1) Item 1 was adjusted to remove the second sentence: This also includes the replacement of the water meter valve vault for the City of Lancaster's water system; and

(2) Item 4 was added: Seek funding to better address services and activities for the homeless, including support for a homeless shelter in Lancaster County.

Funding and Liability Factors:

N/A

Council Options:

Approve or amend the proposed 2022 list, which includes the modifications mentioned above.

Recommendation:

Approve as presented.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Prioritized Community Needs List January 2022	1/19/2022	Backup Material

LANCASTER COUNTY, SC PRIORITIZED COMMUNITY NEEDS

JANUARY 2022

Lancaster County held a Needs Assessment Public Hearing on Monday, January 10, 2022, at which time the following community needs were prioritized.

1. Upgrade and extend water and sewer services in low and moderate income areas, including the Kings Circle area, the Kershaw Mill area, the Dobson School area and the Emerald Estates area.
2. Demolish vacant, dilapidated structures in low and moderate income neighborhoods.
3. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
4. Seek funding to better address services and activities for the homeless, including support for a homeless shelter in Lancaster County.
5. Undertake neighborhood revitalization activities in low and moderate income areas, including the Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
 - Clearance and clean-up
 - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
 - Housing rehabilitation
 - Activities to increase affordable housing
 - Job training and educational opportunities
 - Socioeconomic assistance
 - Franchised curbside solid waste collection in target areas
6. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
7. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
8. Improve transportation between Lancaster's four municipalities, City of Lancaster, Town of Heath Springs, Town of Kershaw and Town of Van Wyck, including highway (US 521) and rail (L&C Railway) modes of transportation.
9. Add turning lanes for the Heath Springs Elementary School and the Andrew Jackson Middle and High Schools.

LANCASTER COUNTY, SC PRIORITIZED COMMUNITY NEEDS

10. Improve transportation between the City of Lancaster and the Chesterfield County line on SC 9 South, a segment of the South Carolina Department of Transportation Strategic Freight Network.
11. Locate recreational facilities and social service agencies in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
12. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
13. Undertake activities to promote fair housing opportunities for all citizens.