

Lancaster County Council Regular Meeting Agenda

Monday, July 13, 2015

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Brian Carnes**
4. **Reconsideration of Ordinance 2015-1346 – John Weaver – pg. 5**
5. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
6. **Presentations:**
 - a. Recognition of Mr. Herman Steele for years of service to LCWSD
 - b. Recognition of Mr. Richard Knight for service to the American Red Cross
 - c. Recognition of Jim Williams, Board Member of the Year
 - d. Employee of the Quarter – Deputy Jason Leaphart
 - e. Recognition of Deputy Ken Taylor by the IL VFW
7. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
8. **Consent Agenda**
 - a. Minutes of the following Council Meetings:
 1. June 22, 2015 Regular Meeting –pgs. 6-14
 - b. **3rd Reading of Ordinance 2015-1351 regarding a moratorium**

Ordinance Title: An Ordinance to impose a nine (9) month moratorium on the acceptance and processing of applications for district boundary amendments to the unified development ordinance of Lancaster County in the area of the County north of Highway 5; and to provide for other matters related thereto. *The I& R Committee recommended that this ordinance be considered by the Planning Commission first. On May 18, 2015, Council deferred the 1st reading following the Planning Commission meeting. Planning Commission recommended by at vote of 6-1. Council approved 7-0 at the June 22, 2015 meeting. John Weaver and Penelope Karagounis – pgs. 15-18*

c. **2nd Reading of Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel, located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple Family/Agricultural District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 7-0. Council approved 7-0 at the June 22, 2015 meeting. Penelope Karagounis – pg.19-20*

9. **Resolution 0880-R2015 - the interlocal joint maintenance agreement with the Town of Waxhaw regarding the suspension bridge**

Resolution Title: A Resolution to approve Lancaster County's commitment to and participation in an interlocal joint maintenance agreement with the Town of Waxhaw, North Carolina for the maintenance of a suspension bridge along the Carolina Thread Trail. – *John Weaver –pgs. 21-34*

10. **Non-Consent Agenda**

Ordinance Readings

a. **3rd Reading Ordinance 2015-1346 regarding the Collins Road PDD26 (amendment needed)**

Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD-26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto. *Planning Commission recommended approval 7-0. Council approved 7-0 at 2nd Reading on April 27th. Council amended the language of the Ordinance regarding Section 4 Jurisdiction at the June 8, 2015 meeting and deferred the amended ordinance to Planning Commission for review prior to 3rd reading. Planning Commission approved by a vote of 5-0 with conditions. Council approved 3rd Reading 7-0 with conditions as recommended by Planning Commission at the June 22, 2015 Council meeting. . John Weaver – pgs 35-62.*

b. **Public Hearing and 3rd Reading of Ordinance 2015-1357 regarding the Collins Road Development Agreement and Ordinance 960**

Ordinance Title: An Ordinance to approve the Second Amendment to the Development Agreement by and among UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee for Certain Trusts and Lancaster County, relating to the Collins Road Site Development, so as to change the time when the payment of monies by the Developer is due to the county; to authorize certain county officials to execute and deliver the Second Amendment; and to provide for other matters related thereto. *Council passed 4-3 at the June 8,, 2015, meeting. Bob Bundy, Larry McCullough and Jack Estridge opposed. John Weaver – pgs. 63-74*

c. **Public Hearing and 2nd Reading of Ordinance 2015-1360 regarding the Covington Development Agreement (amendment needed)**

Ordinance Title: An Ordinance to approve a development agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto. *Planning Commission recommended by a vote 60. Council passed 7-0 at the June 22, 2015 meeting. – John Weaver – pgs. 75-110*

d. **2nd Reading of Ordinance 2015-1361 regarding the rezoning of property for Covington Development**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Sinacori Builders, LLC, located along the Southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 6-0. I&R Committee to report at the meeting.- Council passed 7-0 at the June 22, 2015 meeting. John Weaver – pgs. 111-112*

e. **2nd Reading of Ordinance 2015-1358 rezoning of property of Ken Starett**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone properties of Mr. Ken Starett representing Gross Builders, located at 1033 Fort Mill Highway and 9838 Stock Lane in the Indian Land Community in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to MF, Multiple-Family/Agricultural District and to B-3, General Commercial District; and to provide for other matters related thereto. *Planning Commission recommended by at vote of 7-0. Council approved 7-0 at the June 22, 2015 meeting. Penelope Karagounis – pg. 113-114*

f. **1st Reading of Ordinance 2015-1362 regarding a numbering correction in Ordinance 2015-1350 relating to roads that are to be donated to SCDOT and accepted in the County Road system.**

Ordinance Title: An Ordinance to correct numbering errors in Ordinance 2015-1350 approving the donation of certain county roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the county road system; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *Steve Willis – pgs. 115-120*

g. 1st Reading of Ordinance 2015-1363 regarding the Procurement Code

Ordinance Title: An Ordinance to amend Chapter 2, Article VI (Lancaster County Procurement Code) so as to add to Section 2-257 (Methods of Source Section) a new exception to competitive sealed bidding; to amend section 2-260 (Procedures for procurements not exceeding \$25,000) ; to add a new section relating to a local vender preference provision. (Favorable Administration Committee) *John Weaver – pgs. 121-122*

11. Discussion and Action Items

- a. Lancaster County Board and Commission appointments – *Debbie Hardin – pg 123.*
- b. Lancaster County Economic Development Corporation status of audit request – *Larry Honeycutt*

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

13. Miscellaneous Reports and Correspondence – pgs.124-125

- a. Community Development Block Grant – Erwin Farm
- b. Time Warner Cable

14. Calendar of Events – pg. 126

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

16. Adjournment

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

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

Agenda Item Summary

Ordinance # / Resolution#: 2015-1346

Contact Person / Sponsor: John Weaver

/Department: County Attorney

Date Requested to be on Agenda: July 13, 2015

Committee: N/A

IN ORDER TO PROPERLY ADOPT THIS ORDINANCE IN ITS FINAL FORM, INCLUDING THE CHANGES MADE AT THIRD READING, IT WILL BE NECESSARY PRIOR TO THE APPROVAL OF THE JUNE 22 MINUTES TO HAVE A MOTION/SECOND TO RECONSIDER ORDINANCE 2015-1346. ONCE ON THE TABLE FOR CONSIDERATION, A MOTION/SECOND TO APPROVE THIRD READING OF ORDINANCE 2015-1346 WOULD BE IN ORDER.

Issue for Consideration: This ordinance is presented to Council for its consideration in formally adopting the revised language in the Third Reading version.

Points to Consider: Because this ordinance has been the subject of years of errors, clarification, controversy, litigation, rewriting and the like, it is important to insure that the recommendations of the Planning Commission that were adopted by Council – and which required a material rewriting of Section Twenty of this ordinance - be accepted verbatim by Council.



Members of Lancaster County Council

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

Minutes of the Lancaster County Council Workshop and Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, June 22, 2015

5:30 p.m. for the Workshop

6:30 p.m. for the Regular Meeting

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

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

UDO Rewrite Update

Kara Drane with the Catawba Regional Council of Governments reviewed the PowerPoint presentation, attached as schedule A, regarding the rewrite of the unified development ordinance.

Discussions were made regarding the future of development agreements and impact fees. Council requested that the item of impact fees be brought for discussion at the August Council meeting.

Call to Order

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

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

Larry Honeycutt made a MOTION to approve the agenda as written. SECONDED by Charlene McGriff. Passed 7-0.

Citizen Comments

Peter Gertler, 6277-500 Carolina Commons #201, Indian Land, spoke to Council regarding roads and sink hole issues in Sun City. He submitted a partial transcript of the RAC meeting (attached as schedule B).

Gary Holland, 8728 Collins Road, Indian Land, spoke requesting passage of Ordinance 1346, PDD 26. with recommendations of the Planning Commission.

Jan Mercer, 9061 Henry Harris Road, Indian Land, spoke requesting passage of Ordinance 1346 with recommendations of the Planning Commission.

Wanda Rosa, 86614 Arrington Road, Indian Land, spoke to Council regarding the one million dollar payment for Collins Road Town Center PDD 26 and submitted a petition with 42 signatures (attached as schedule C) requesting that Council deny Ordinance 1357 and take immediate action to collect the full past due amount with interest. Ms. Rosa, also spoke to Council regarding the Planning Commission recommendations to PDD 26 Ordinance 2015-1346 and submitted a petition of 40 signatures (attached as schedule D) in support of the June 8, 2015 decision of the County Council to defer Ordinance 1346 (PDD 26) to the Planning Commission for clarification and further support the June 16, 2015 decisions to the Planning Commission.

Erin Sisson, 8725 Henry Harris Road, Indian Land, spoke regarding Ordinance 2015-1346 and submitted a petition of 18 names (attached as schedule E) in request that Lancaster County Council establish an undistributed perimeter buffer for PDD 26 in accordance to Section 13.12.1.11.i of the UDO and consistent with other approved PDD's in Lancaster County.

Hubie Tolson, signed up to speak and declined when his name was called.

Ben Levine, 5062 Terrier Lane, Indian Land, spoke regarding PDD 26 and undisturbed buffers.

Beth Ann Levine, 5062 Terrier Lane, Indian Land, spoke regarding Planning Commission recommendations to Ordinance 2015-1346 and giving no extension of the one million dollars as related to Ordinance 2015-1357.

For the record there were numerous emails submitted to the Clerk to Council regarding the following topics:

- Ordinance 2015-1346 regarding Planning Commission recommendations (13 emails)
- Rezoning of Elvin Drive/Calvin Hall for Two Capital Partners (12 emails)

Chairman Comments

The Chairman had no comments.

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Consent Agenda

a. Minutes of the June 8, 2015 Regular Meeting

b. 3rd Reading of Ordinance 2015-1354 regarding a rezoning of property of Red Ventures

An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Lancaster Real Estate, LLC/Red Ventures, LLC, located south of Potts Lane and East of SC Highway 521 from R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial District; and to provide for other matters related thereto.

Larry Honeycutt made a MOTION to approve Consent Agenda items a and b. SECONDED by Brian Carnes. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

3rd Reading of Ordinance 2015-1346 regarding the Collins Road PDD 26

Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD 26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto.

MOTION was made by Steve Harper to approve 3rd Reading of Ordinance 2015-1346. SECONDED by Charlene McGriff.

MOTION was made by Larry McCullough to amend Ordinance 2015-1346 to adopt all five (5) Planning Commission recommendations and pass 2015-1346. SECONDED by Larry Honeycutt. Passed 5-2. Bob Bundy and Steve Harper opposed.

John Weaver stated that his goal from the beginning was to keep this ordinance as close as possible to the 2008 ordinance and recommended to leave the ordinance as is without adopting the recommendations of the Planning Commission.

MOTION was made by Steve Harper to approve 3rd Reading of Ordinance 2015-1346, as amended. SECONDED by Charlene McGriff. Passed 7-0.

3rd Reading of Ordinance 2015-1355 regarding the FY 2014-2015 Budget Amendments

Ordinance Title: An Ordinance to amend Ordinance No. 2014-1276, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2014 and ending June 30, 2015 (FY 2014-2015), to further provide for revenues and expenditures during the fiscal year; and to provide for matters related thereto.

MOTION was made by Brian Carnes to approve 3rd Reading of Ordinance 2015-1355.
SECONDED by Steve Harper. Passed 7-0.

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Discussion/Action Item: LCEDC Health Insurance Benefit

(This item is placed here prior to the budget reading as it may impact the budget)

Councilman Jack Estridge recommended that Council include in the 2015-2016 budget funding for Lancaster County Economic Development to pay for their health insurance for an additional two months.

MOTION was made by Larry McCullough to authorize Mr. Willis to provide existing health care insurance funding to Lancaster County Economic Development staff for an additional 2 months – until August 31, 2015. SECONDED by Jack Estridge. MOTION FAILED. Jack Estridge, Larry McCullough and Brian Carnes voted for the motion. Bob Bundy, Larry Honeycutt, Charlene McGriff and Steve Harper opposed.

3rd Reading of Ordinance 2015-1356 regarding the FY2015-2016 Budget

Ordinance Title: An Ordinance to appropriate funds and approve a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY2015-16); to set millage rates for the levy of a ad valorem taxes; to approve a schedule of taxes, fees and charges for FY 2015-16; to make provision for the issuance of tax anticipation notes; and to provide for matters related thereto.

MOTION was made by Larry Honeycutt to approve the 3rd Reading of Ordinance 2015-1356. SECONDED by Charlene McGriff.

Brian Carnes moved to amend the ordinance by providing \$24,642.51 to Lancaster County Economic Development to cover their insurance benefits. SECONDED Jack Estridge. MOTION FAILED. Brian Carnes, Jack Estridge and Larry McCullough voted for the motion and Bob Bundy, Charlene McGriff, Steve Harper and Larry Honeycutt opposed.

Larry McCullough moved to allow the Indian Fire Fee District to modify the proposed budget - \$42,000 for a storage building. Larry Honeycutt SECONDED.

Councilman McCullough explained that the \$42,000 is already in the budget and would just need to be reallocated from one line item to another.

For the record, Steve Willis noted that this item has not been brought through the budget process; however, County Council can amend the process at its pleasure.

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Larry McCullough withdrew the motion.

Council voted on the main motion to approve the 3rd Reading of Ordinance 2015-1356 as presented 7-0.

2nd Reading of Ordinance 2015-1351 regarding a moratorium

Ordinance Title: An Ordinance to impose a nine (9) month moratorium on the acceptance and processing of applications for district boundary amendments to the unified development ordinance of Lancaster County in the area of the County north of Highway 5; and to provide for other matters related thereto.

MOTION was made by Brian Carnes to approve 2nd Reading of Ordinance 2015-1351. SECONDED by Larry McCullough. Passed 7-0.

1st Reading of Ordinance 2015-1358 rezoning of property of Ken Starett

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone properties of Mr. Ken Starett representing Gross Builders, located at 1033 Fort Mill Highway and 9838 Stock Lane in the Indian Land Community in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to MF, Multiple-Family/Agricultural District and to B-3, General Commercial District; and to provide for other matters related thereto.

Mr. Ken Starett of Gross Builders and Matt Leveque of ESP gave a five slide, five minute presentation to County Council. A copy of the presentation is attached for reference as schedule F.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1358. SECONDED by Brian Carnes. Passed 7-0.

Councilman McCullough requested that the final plat be presented prior to second reading instead of third reading.

1st Reading of Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel, located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple Family/Agricultural District; and to provide for other matters related thereto.

Wesley Taubel gave a five slide, five minute presentation to County Council. A copy of the presentation is attached for reference as schedule G.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1359. SECONDED by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2015-1360 regarding the Covington Development Agreement

Ordinance Title: An Ordinance to approve a development agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1360 SECONDED by Brian Carnes. Passed 7-0.

1st Reading of Ordinance 2015-1361 regarding the rezoning of property for Covington Development

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Sinacori Builders, LLC, located along the Southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto.

Peter Tatge of ESP gave a five slide, five minute presentation to County Council. A copy of the presentation is attached for reference as schedule H.

MOTION was made by Larry McCullough to approve 1st Reading of Ordinance 2015-1361. SECONDED by Charlene McGriff. Passed 7-0.

Discussion and Action Items

Twelve Mile Creek Trail at Walnut Creek Park

Penelope Karagounis updated Council regarding the second phase of the Twelve Mile Creek at Walnut Creek Park. The Town of Waxhaw has gone through the procurement process and selected Alpine Towers to construct the suspension bridge. Ms. Karagounis also reviewed general information regarding the bridge as follows: It is recommended to have Alpine Towers inspect it once a year, since many of the fasteners and connections are cable/rigging items, ground screw anchors, etc. The fee for inspection each year could be around \$1,000. For maintenance purposes, Alpine Towers suggest "deck stain" all wood items every year or every other year. The bridge will be over Twelve Mile Creek so we do not want to overuse stain so close to the creek. It would be better every other year to clean and re-stain the poles, and steps at the ends of the bridge. The Girts (4X6's that serve as structural supports for the walkway along the bridge) pose a greater challenge. These are the items that could be most susceptible to rot, even though they are pressure treated. Maybe every 5 to 10 years, it might be good to try to clean and treat these. Again, we will have to be careful to not pollute the creek. They do not expect issues with the cables but you never know with local "acid rain". They have some bridges in the area that have the same cable for 26 years and other bridges that their cable was replaced in 5 years. Alpine Towers can monitor this annually and make plans far in advance. The decking is fiberglass. This should not have to be replaced but you never know if vandalism occurs. The poles will last for a very long time as well. These poles are water/earth contact-grade poles and are well shaded in this treed area. The netting along the side might need to be replaced every five to ten years. The labor, materials, etc. could be in the \$3,000 to \$4,000 range. Overall there are many old suspension bridges all over the country that are nearly 100 years old and are still being used. The above information was just some general input for County Council to know about the suspension bridge. The joint maintenance agreement that Lancaster County will sign with the Town of Waxhaw will be reviewed by our County Administrator, County Attorney, Parks and Recreation Department, and Risk Management.

Update on status of Regent Parkway

Steve Willis reported that SCDOT has concurred to accepting this roadway as well as a road swap which has been approved by Council. The key issue at this point is the necessary completion of improvements to Regent Parkway by the developer.

Councilman Brian Carnes reported that SCDOT is in the process of going through and transferring ownership and working out all of the details. The timeframe for completion is 60-90 days.

Large Aircraft Apron at Lancaster Airport FAA Grant

Steve Willis discussed the FAA grant regarding the design of the large aircraft apron at Lancaster Airport/McWhirter Field. Paul Moses, Airport Manager, reported that we have larger aircraft using the field more frequently. He provided in Council's agenda package a summary of the number and types of aircraft that have come into the airport this year.

Mr. Willis stated that the total project is \$160,099 and of this amount \$144,089 is federal; \$8,005 is state and \$8,005 would be the local match. This is a design and advance engineering, such as environmental, storm water design, etc., and not actual construction.

Larry McCullough moved to proceed with the grant. Jack Estridge SECONDED. Passed 7-0.

Lancaster County Board and Commission appointments

Board and Commission appointments requested are as follows:

- Indian Land Fire Protection District – Peggy Burke – 4 year term.
- Historical Commission – appointment of Mikki Stacks to the Historic Commission to a 4 year term.
- Community Relations – Chris Thorpe to a 4 year term.

MOTION was made by Larry McCullough to appoint the list of board and commission members as stated. SECONDED by Steve Harper. Passed 7-0.

LCEDC Board Nominations

Chairman Bundy reported that Council would wait and appoint members to the Lancaster County Economic Development Board when the new bylaws are adopted. The expected time frame would be approximately August 2015.

Executive Session

MOTION was made by Brian Carnes to go into Executive Session to hear a personnel matter, an update on cybersecurity and a contractual matter regarding the potential sale of property. SECONDED by Larry McCullough. Passed 7-0.

MOTION was made by Larry Honeycutt to come out of Executive Session. SECONDED by Steve Harper. Passed 7-0.

There were no votes taken and no decisions made during executive session.

MOTION was made by Brian Carnes to authorize the County Administrator to initiate a rezoning for parcel 0066-00-033.00, owned by Lancaster County, from B-2 to I-1.
SECONDED by Charlene McGriff. Passed 7-0.

DRAFT

Adjournment

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

Respectfully Submitted:

Approved by Council, July 13, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1351

AN ORDINANCE

TO IMPOSE A NINE (9) MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR DISTRICT BOUNDARY AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY IN THE AREA OF THE COUNTY NORTH OF HIGHWAY 5; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Lancaster County Council has observed a substantial increase in development throughout the County, but particularly in the unincorporated Indian Land area of the County; and

WHEREAS, as evidence of that development and growth, the following statistics have been recognized: Lancaster County is the fastest growing county in the state between 2013 and 2014 with a 3.3% population increase during that year; there are at present approximately 7,400 parcels that have been rezoned and are ready for development today in the Indian Land area alone; and

WHEREAS, Council has been advised recently of staff's concern about the rapid growth of the County and protecting the existing rural areas north of Highway 5 in Van Wyck, not only now, but also in future years and the potential for conflicts between residential, commercial and industrial development; and

WHEREAS, the present Unified Development Ordinance (UDO) of Lancaster County was presented and passed by Council on September 28, 1998 and, over the past seventeen (17) years, the UDO has proven to be in need of rewrite and update as a result of the growth noted herein; and

WHEREAS, Council adopted a Comprehensive Plan 2014–2024 on December 8, 2014 which includes a Future Land Use Map with flexibility for appropriately mixing land uses and shaping the current development pattern of the County to protect each community's natural and cultural assets while balancing the demands for growth; and

WHEREAS, Lancaster County is currently developing a new Unified Development Ordinance and Zoning Map to implement the Comprehensive Plan Guiding Principles, Plan Implementation

and provide recommendations as to the appropriate land use, zoning district designations and development regulations for all properties; and

WHEREAS, the development of the new Unified Development Ordinance will require adequate time to prepare the new UDO and Zoning Map necessary to adequately manage growth in both the urban and rural areas in Lancaster County, and

WHEREAS, now for the first time Council is being asked to lend its further support and approval for this growth management effort by the enactment of “status quo” local legislation on any new zoning applications in the panhandle section of Lancaster County; and

WHEREAS, in order to accomplish the stated goal of an updated Unified Development Ordinance with the development of new zoning district designations and development regulations, Council deems it necessary and appropriate to impose a Moratorium, effective Monday, June 8, 2015, on the County’s acceptance and processing of applications for district boundary amendments to the UDO for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then preceding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a nine (9) month period so as to preserve the status quo until the Planning Commission and Planning Department staff have completed their work and come forward with the recommendations called for in this ordinance.

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:

1a. New UDO and Zoning Map Initiated Provision for Recommendations.

The Lancaster County Planning Commission and Planning Department staff shall review and consider a new UDO and Zoning Map and make recommendations to County Council for new zoning district designations, development regulations and appropriate zoning necessary to adequately manage growth throughout the County.

1b. Nine (9) Month Moratorium Adopted. Effective June 8, 2015, no applications for district boundary map amendments to the UDO shall be accepted and processed by the Planning Department staff for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then proceeding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period of nine (9) months (the “Moratorium”) beginning June 8, 2015 as the effective date and March 9, 2016 as the end date. Council at its discretion can extend the end date until June 8, 2016. The Moratorium is imposed in order to allow the Lancaster County Planning Commission and Planning Department staff time to conduct the

work specified in Section 1a. above. The Moratorium shall not affect development in progress that has already received approval from County Council and shall not affect rezoning applications and development agreements submitted to the Planning Department as of Second Reading of this Ordinance. In the event of a natural disaster, the County Administrator may suspend the Moratorium to the extent necessary to protect and preserve the public health, safety and general welfare.

1c. **Extension of Moratorium by Resolution.** No earlier than thirty (30) days prior to the extended expiration date of June 8, 2016 of the Moratorium, should the County Administrator determine that there is insufficient time for the Council to consider the repeal of the existing UDO and the adoption of a new UDO and Zoning Map and related recommendations, then, in that event, the County Administrator shall so notify Council of this time constraint and, thereafter, Council may by Resolution extend the Moratorium expiration by up to an additional ninety (90) day period.

2. **Severability:** If a Section, Sub-section, or part of the Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other preemptive legal principle, then that Section, Sub-section, or part of the Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Lancaster County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

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4. **Effective Date:** This Ordinance shall become effective on Third Reading. **

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: June 8, 2015 Passed 7-0 (Deferred from May 18 following Public Hearing)
Second Reading: June 22, 2015 Passed 7-0
Third Reading: July 13, 2015 Tentative

Public Hearing: May 18, 2015

** On June 8, 2015, County Council invoked by a 7-0 vote the Pending Ordinance Doctrine.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1359

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY THOMAS W. CULP AND JANE G. REVOCAB, REPRESENTED BY WESLEY G. TAUBEL, LOCATED EAST OF THE INTERSECTION OF ELVEN DRIVE AND CALVIN HALL ROAD FROM B-3, GENERAL COMMERCIAL DISTRICT TO MF, MULTIPLE FAMILY/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Wesley G. Taubel applied to rezone property located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple-Family/Agricultural District.

(b) On May 19, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0005-00-090.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 6-22-15	Passed 7-0
Second Reading: 7-13-15	Tentative
Third Reading: 7-27-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

RESOLUTION NO. 0880-R2015

COUNTY OF LANCASTER

A RESOLUTION

TO APPROVE LANCASTER COUNTY'S COMMITMENT TO AND PARTICIPATION IN AN INTERLOCAL JOINT MAINTENANCE AGREEMENT WITH THE TOWN OF WAXHAW, NORTH CAROLINA FOR THE MAINTENANCE OF A SUSPENSION BRIDGE ALONG THE CAROLINA THREAD TRAIL.

WHEREAS, the Town of Waxhaw, North Carolina has received a grant for the construction of a 180-foot pedestrian suspension bridge across Twelve Mile Creek at the SC/NC state border; and

WHEREAS, Lancaster County acknowledges that it is in the best interest of its citizens, residents and visitors alike for the County to assist in preserving this recreational amenity as set forth in the Interlocal Joint Maintenance Agreement attached hereto and incorporated herein by reference;

NOW THEREFORE, BE IT RESOLVED BY Lancaster County Council that we hereby commit Lancaster County to the terms and conditions of the Agreement referenced herein and authorize the Administrator to execute the Interlocal Joint Maintenance Agreement in behalf of Lancaster County.

AND IT IS SO RESOLVED

Dated this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

INTERLOCAL JOINT MAINTENANCE AGREEMENT

This Interlocal Joint Maintenance Agreement is made and entered as of the latest date of the signatures set forth below, by and between the Town of Waxhaw, North Carolina ("Town") and Lancaster County, South Carolina ("County"). Town and County shall be collectively, referred to herein as the "Parties."

RECITALS:

WHEREAS, the Carolina Thread Trail ("CTT") is a regional network of greenways, trails and blueways that reaches fifteen counties in North and South Carolina including through portions of the Town and County;

WHEREAS, the CTT provides numerous benefits to the residents of both Town and County and the Parties wish to facilitate the expansion and use of the CTT within their respective jurisdictions;

WHEREAS, the CTT must cross Twelve Mile Creek to connect CTT trails in the County and Town;

WHEREAS, the CTT offers grants for construction of certain CTT facilities; and

WHEREAS, the Parties believe that it is in the public interest for the Town to receive a grant for construction of a bridge across Twelve Mile Creek and for the Parties to jointly maintain the bridge as set forth in this Agreement.

WITNESSETH:

NOW, THEREFORE, subject to and for and in consideration of the terms, covenants and provisions set forth herein below, and the preambulatory recitals set forth herein above, Town and County agree as follows:

1. **Construction of Suspension Bridge.** The Town will administer construction of an approximately 180-foot pedestrian suspension bridge "Suspension Bridge" with grant funds provided by CTT. The Suspension Bridge will be connected to previously acquired CTT easements (from the Millbridge development in the Town and the Walnut Creek development in the County) at the approximate location set forth on the

Topographic Survey of Potential Pedestrian Bridge Location prepared by LDSI dated April 17, 2015 and attached hereto at **Exhibit A**. Alpine Towers International, Inc. will construct the Suspension Bridge in accordance with the proposal dated May 18, 2015 and attached hereto at **Exhibit B**. Both Parties have been involved and reviewed the preliminary plans.

2. **Right of Way for Bridge Construction.** County represents and warrants that it has obtained right of way allowing the construction of and connection to the Suspension Bridge for the property abutting Twelve Mile Creek in Lancaster County in accordance with the survey and plans referenced herein. Town represents and warrants that it has obtained right of way allowing the construction of and connection to the Suspension Bridge for the property abutting Twelve Mile Creek in the Town of Waxhaw in accordance with the survey and plans referenced herein.
3. **Ownership.** The Parties agree that the Town will own the Suspension Bridge but it will be held for the public benefit and use. The County agrees to reimburse the Town for one half of any additional insurance costs incurred by the Town because of Town ownership. Neither Party shall sell, assign, transfer or pledge a security interest in the Suspension Bridge.
4. **Maintenance and Repairs.** The Parties shall be jointly responsible for the maintenance of the Suspension Bridge, including annual inspections for structural integrity. The Parties agree to split out-of-pocket costs and expenses (including staff) for both maintenance and repairs of the Suspension Bridge without regard to the location of any repairs. The Party incurring the cost will be reimbursed by the other Party within thirty (30) days of submitting an invoice and any reasonably requested supporting documentation. The Parties intend for the Town to take the lead in administering maintenance and repairs and the County shall communicate with the Town prior to obtaining services to ensure no duplication.

Each Party shall remove all trash, waste and litter, and make efforts to control vandalism and other crimes within the Suspension Bridge area of their respective jurisdictions.

5. **Public Access.** Neither Party shall erect or construct, at any time prior to the termination of this Agreement, any

fence, wall or other barrier in any manner to interfere with or restrict the full and complete Suspension Bridge use and enjoyment by any Party or the general public. Notwithstanding the foregoing, either Party may block or prohibit public use of the Suspension Bridge if such Party believes that an unsafe condition of the Suspension Bridge poses a threat to public health and safety. In such event, the Parties will use good faith efforts to communicate with each other prior to such prohibition (or as soon as reasonably practicable thereafter for immediate threats) and work together to facilitate remedial action.

6. **Insurance.** Each Party shall maintain general liability insurance on claims arising from or related to the Suspension Bridge. Except for additional costs related to Town ownership set forth in Paragraph 3 hereof, each Party shall be responsible for its own insurance costs.
7. **No Third Party Beneficiary.** This Agreement shall inure solely to the benefit of Town and County, and no provision hereof is intended or shall be construed to provide or confer upon any other person or entity any direct, third party beneficiary or other derivative legal or equitable right, interest, remedy, benefit or claim arising from or in connection with the respective responsibilities, obligations and liabilities of Town and County. The Parties expressly reserve any and all governmental immunities, protection and defenses associated with or related to the Suspension Bridge.
8. **Compliance with Laws.** Each Party shall exercise its rights and obligations under this Agreement in accordance with all applicable local, state and federal laws, statutes, ordinances, rules and regulations.
9. **Term; Termination.** The term of this Agreement shall be for twenty-five (25) years from the date of the execution of this Agreement by both parties. This Agreement shall automatically renew for successive one-year terms at the end of each term unless either Party provides at least six (6) months prior written notice of its intent to not renew. Either Party may terminate in the event that the Suspension Bridge is damaged and in a state of disrepair where it has been closed to the general public for more than one year with no immediate plans for replacement.

Upon termination, each party will be responsible for one half the costs of removing the Suspension Bridge.

10. **Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between the Parties, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect. No change, amendment or modification of this Agreement shall be made unless agreed to in writing by both the Town and County.

IN WITNESS WHEREOF, the Town and County have executed this Agreement to be duly executed and entered as of the latest date set forth below.

IN THE PRESENCE OF

TOWN OF WAXHAW, NORTH CAROLINA

By: _____
Warren Wood, Town Manager

Date: _____

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Willis,
County Administrator

Date: _____

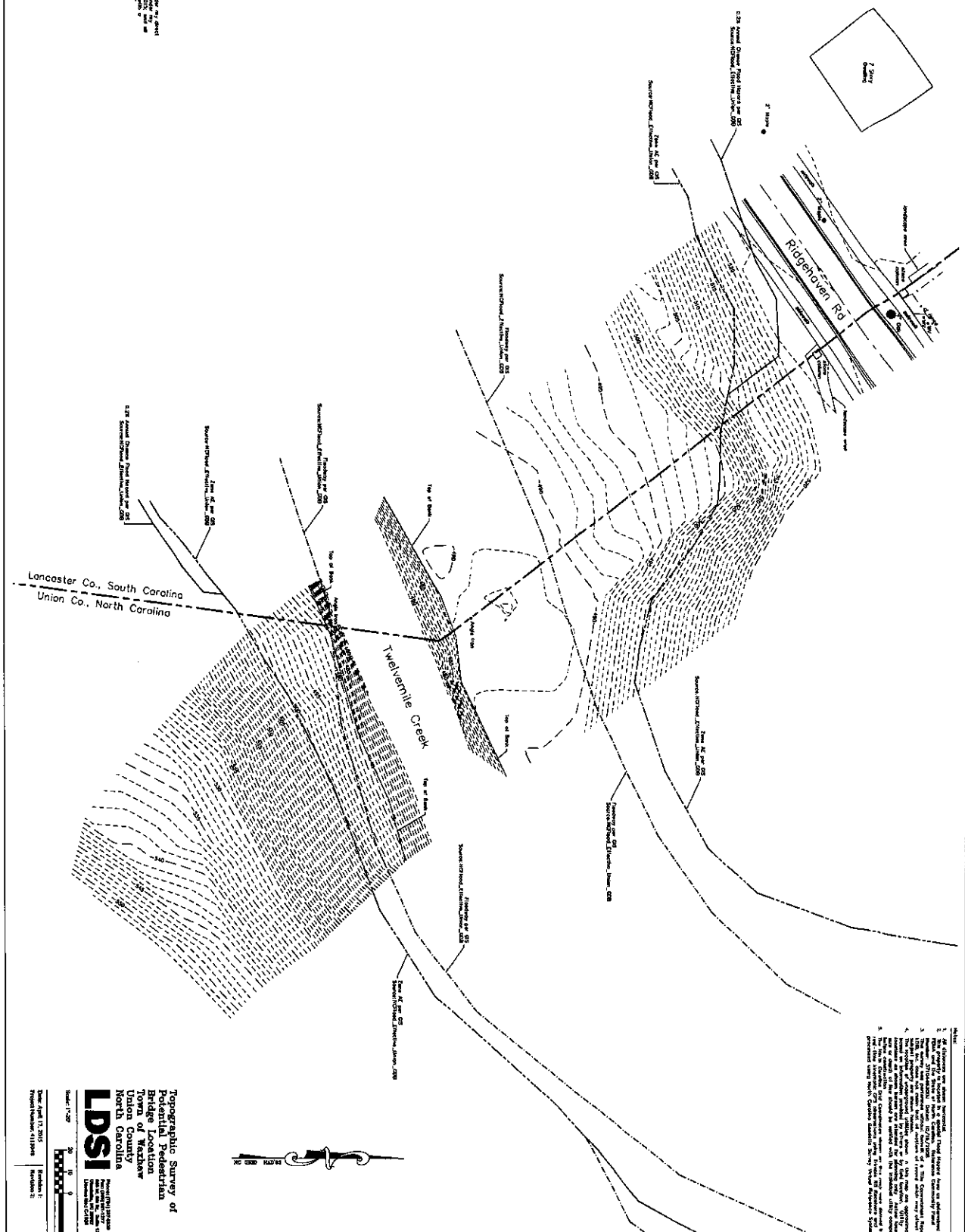
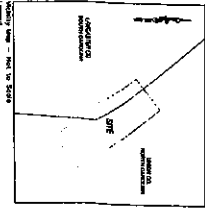
This instrument has been pre-audited by the Town of Waxhaw in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

By: _____
Warren Wood, Finance Director



1. These sheets, which are the property of the United States Army Corps of Engineers, are loaned to you for your use only. They are not to be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Chief of Engineers, United States Army Corps of Engineers, 1115 North 1st Street, Alexandria, Virginia 22304-6145.

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Topographic Survey of
Potential Pedestrian
Bridge Location
Town of Walker
Union County
North Carolina

LDSI

Scale: 1"=200'

Sheet: 1 of 1

Date: April 17, 2015

Project Number: 111045

Revision: 1

1. All elevations are based on the datum of Mean Sea Level as determined by the National Tidal Datum Epoch of 1984. All elevations are in feet above Mean Sea Level.

2. The map was prepared by the United States Army Corps of Engineers, District of Columbia, and is not to be used for any purpose other than that for which it was prepared.

3. The map was prepared by the United States Army Corps of Engineers, District of Columbia, and is not to be used for any purpose other than that for which it was prepared.

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9. The map was prepared by the United States Army Corps of Engineers, District of Columbia, and is not to be used for any purpose other than that for which it was prepared.

10. The map was prepared by the United States Army Corps of Engineers, District of Columbia, and is not to be used for any purpose other than that for which it was prepared.

PROPOSAL

DESCRIPTION: Design, Build, and Install Cable Suspension Bridge Over Twelve Mile Creek

To: Natalie Jackson
Director of Parks and Recreation
Town of Waxhaw
PO Box 6, 1150 N. Broome Street
Waxhaw, North Carolina 28173



From: Joe Lackey, Owner
Alpine Towers International, Inc.
PO Box 8434
Asheville, North Carolina 28814
Jlackey@Alpinetowers.com
828-733-0953 (o), 704-236-8340 (cell)

Date: 18-MAY-2015

Re: **Design, Build, and Install Cable Suspension Bridge Over Twelve Mile Creek for Carolina Thread Trail Section**

Dear Ms. Jackson,

Please accept this document as our official Proposal of Alpine Towers International, Inc. for the above-indicated solicitation.

This proposal contains the following information:

1. **Contact Info, Capability and Skill**
 - A. Contact Information
 - B. Names and Qualifications of Key Personnel
 - C. Current Workload
 - D. Background
 - E. Referral List of previous projects
 - F. Project Methodology
2. **Sample Installation Schedule**
3. **Cost Schedule**
4. **Additional Information**

1. Capabilities and Skill

A. Contact Info:

Joe Lackey
Alpine Towers International Inc.
PO Box 8434, 2000 Riverside Drive Suite 5A
Asheville, NC 28801

828-733-0953 Office
704-236-8340 Cell

jlackey@alpinetowers.com

B. Names and Qualifications of Key Personnel

Project Representative: Joe Lackey, Owner

Responsible for the selling side of the process.

Years with firm: 25

Responsibility: Overseeing design development and contracting

Relevant Project Experience: Development and oversight of approximately 900 projects of similar request.

Project Engineer: Matt Mullen, P.E.

Responsible for design review and engineering.

Years with firm: Matt is a subcontractor

Responsibility: Engineering and Inspection

Relevant Project Experience: Matt is a Civil and Structural Engineer, licensed in NC, with a focus in bridge design. He currently works under contract for NCDOT, specializing in bridges and landslide control in the mountains.

Project Manager: Hunter White

Design Implementation. Responsible for all pre- and post -construction duties, RFP preparation, project design consulting, sourcing construction and operational equipment, project scheduling, liaison with General Contractor/Program Manager, overall safety officer, and final walkthrough coordination.

Years with firm: 12

Responsibility: Overseeing project implementation

Relevant Project Experience: Management and oversight of approximately 200 projects of similar request.

Project Foreman: Andrew Davis

Responsible for on-site construction and supervision of construction crew, field safety officer, construction quality control, liaison with local officials.

Years with firm: 17

Responsibility: Overseeing on-site completion of project

Relevant Project Experience: Management and oversight of approximately 300 domestic and international projects of similar request.

Construction Team: Responsible for construction and implementation of design and training.

Team Members: Final crew selection will be made on availability and expertise. All installers are regular ATI staff members, most of which reside in North Carolina.

C. Current Workload

We are very busy, with many public and private contracts on-going. We have two similar bridge projects under contract, to be installed in June. We have many other Federal contracts for the military and several YMCA projects. Many large projects will take place in the Fall.

If awarded this project, we hope to perform this work in JULY and AUGUST. We are not as busy during these months, and this will fit in perfectly.

D. Background (General)

Alpine Towers International, Inc. (ATI) began designing, fabricating and installing challenge courses in 1989. That year, ATI introduced the *Alpine Tower I Challenge Course*, a prefabricated and pre-engineered challenge course that offers both low and high course challenges. The Alpine Tower can be completely installed by a small crew in three days. In 1992, the design was reintroduced as the *Alpine Tower II Universal Challenge Course*, offering programming to persons with disabilities.

That original design has spawned many more prefabricated and pre-engineered equipment designs that present a variety of challenging elements and activities. Currently, ATI has over 300 facilities throughout the United States and abroad that own and operate Alpine Tower challenge courses.

In 1999, Alpine Towers began designing and engineering what would become the *Odyssey Challenge Course* design, which is the specific design being requested by the University Arizona. The first Odyssey Course was installed in 2001, and since that time Alpine Towers has installed fifty of these structures in locations around the world. The version that the University of Arizona is requesting is the *Odyssey III Challenge Course*, modified to be in a "wider-but-shorter" configuration (See attached construction drawings).

In addition, Alpine Towers created the *Team Development Course* (originally called the *Rescue Exercise*) in 1994 for a new project in California. Since that time, the Team Development Course has been installed at over 200 locations around the world. The design has not changed very much since that original project – the design has continued to prove invaluable for low challenge course programming.

Portions of all designs are prefabricated off-site, with local assembly allowing the equipment to be installed at the designated location. Both the Odyssey II Challenge Course and the Team Development Course have been engineered and used on sealed project in many US locations.

All designs adhere to specification standards of the *Association of Challenge Course Technology*. Because these courses are utility pole/cable created structures, general residential and commercial construction codes do not cover equipment design. As such, most building departments consider these installations outside of building permit regulations. However, height restrictions can apply. Also, courses are engineered for local environmental factors, example – wind, snow load, corrosion and seismic activity.

As a turnkey design, Alpine Towers specializes in the installation and training for safe use of these challenge courses. All materials, hardware, labor, engineering, safety equipment, instructors manuals, staff training, educational curriculum and installation is provided by a full-time construction/training crew. A two-year warranty on all material and workmanship is provided, initiating with installation.

Alpine Towers Int'l Inc, is one of three companies that operate together to design, install, train and services challenge course programs around the country. The companies are: Alpine Towers Int'l Inc., Cornerstone Designs, Inc. and Adventure Hardware, Inc. The companies share common ownership, and are collectively known as *The Adventure Group*. (See below for more information.)

E. Referral List of Previous Projects

Fort Campbell MWR
Challenge Course Complex Manager
6645 101st Airborne Division Rd.
Fort Campbell Ky, 42223
270-412-7855 Main Number
270 -798-4666 Fax
William Vallee

Fort Carson MWR
Adventure Programs and Edu.
Bldg. 2429 , Specker Ave.
Fort Carson, CO 80913-4237
(719) 526-5176 Main Number

Fort Knox ROTC
Eastern Region Cadet Command
Headquarters 1st Brigade
Building #1468 328 3rd Avenue
Fort Knox, KY 40121
(502) 624-3925 Main Number

Randolph AFB
Canyon Lake Recreation Center
415 B Street East
Universal City, TX 78150
(210) 652-3125 office

Jim Creek Naval Radio Station
Wilderness Rec. Area, Bldg. 4
21027 Jim Creek Road
Arlington, WA 98223-8599
(425) 304-5368 Main Number

Pointes West Army Resort
Fort Gordon MWR
Post Office Box 67
Appling, GA 20802

(706) 541-1057 office
Larry Coggins

Smith Lake Recreation Area
Fort Bragg MWR
Box 759
Fort Bragg, NC 28310
(910) 396-7060 office
Sabina Bryant

Holloman AFB Outdoor Recreation
Bldg. 234, 661 Delaware Ave.
Holloman AFB, NM 88330
(575) 572-5369 Office
William Vallee

Fort Bliss MWR
Outdoor Recreation
Bldg. 20732, Soldier Activity Center
El Paso, TX 79908
(915) 744-1527 Office
Joseph Fedak

Naval Station San Diego MWR Department
Outdoor Recreation
2375 Recreation Way
San Diego, CA 92136
(619) 556-7499
Jennifer Green

NSB New London
NLON Outdoor Adventure Center
Box 14, Bldg. 164
Groton, CT 06349-5014
(860) 694-2195
Robert Kydd

MWR Outdoor Adventure Center
Pearl Harbor
915 North Blvd. Bldg. 161
Pearl Harbor, HI 96860
(808) 864-9263
Steve Goodwin

Outdoor Recreation Heidelberg
CMR 419, Box 1004

411th BSB
APO, AE 09102

Charleston County Parks and Rec.
Erick Briles, Project Manager
861 Riverland Drive
Charleston, SC 29412
Office Phone: 843-762-9952

F. Project Methodology

This project is a typical suspension bridge project, though with several additional challenges. However, the Design/Deliver/Install methods will be very similar to other projects. In general, the project will follow these phases:

1. Design, Site Evaluation and Engineering – We will spend time further exploring installation options on the NC side of the bridge to determine the best methods for anchoring and support systems, as well as efficient ways to approach the installation site. We'll develop a CD package as needed.
2. Project Preparation – During this phase we will be acquiring and shipping to site the materials and hardware needed for the project.
3. Project Installation – This will take up to three weeks, based on needed installation requirements and site conditions.

2. Construction Schedule/Total Time

Projected Timeline from NOTICE TO PROCEED: Note that these dates are very general, and show the greatest extent of each progression in the process. Actual time-requirements are expected to be shorter, except for the Design/Engineering phase

<u>DAY(s)</u>	<u>ACTION(s)</u>
Day 1	NTP/Contract/PO Released to ATI; Paperwork completed
Days 1 – 45	Submittal Development and Engineering – Construction Drawings, Site Layout, etc.
Day 30 - 45	Procurement, Shipping, Mobilization, & Staging
Days 45 - 75	Installation (Up to 30 days, but likely two weeks)
Day 80	Walkthrough and Acceptance

3. Cost Schedule

Base Fee:

Base Price of Bridge (Furnish and Install)	\$ 77,300.00
Elevated Terminus (SC side) at 10' to 14' above grade*	\$ 3,500.00
Stairs at SC terminus (stick-frame, 1-landing)	\$ 5,160.00
Drawings	\$ 500.00
Engineering	\$ 7,500.00
Soil Exploration	\$ 1,500.00
Site Access Costs	<u>\$ 3,500.00</u>
TOTAL	\$ 98,960.00

* Note that *BFE* (Base Flood Elevation) will require an elevated bridge height on the SC side; hence the need for stairs and extras for terminating at height.

Contingencies:

• Sub Grade Rock requiring Drilling for Poles	\$ 4,000.00
• Concrete Dead-man Anchors	\$16,100.00
• Erosion Control Plan	\$ 5,000.00
• Concrete Pumping	\$ 2,500.00
• Permitting	\$ 2,000.00

CONTINGENCIES – These are potential budget requirements based on site discoveries, conditions, unforeseen challenges. These may or may not be required. Other, unforeseen costs may also be incurred.

See attached original SOW as reference. Dates 8-DEC-14

4. Additional Information

Small Business Certified:

Alpine Towers Int'l Inc is a Small Businesses, with less than 25 employees, and less than \$3M annual revenue.

Warranty:

Alpine Towers International Inc. (ATI) warrants that the facility shall be free from structural defects and defects in workmanship under normal use and service, with the obligation of ATI under this warranty being limited to repairing and/or replacing any part of the goods which shall within two (2) years after the date of installation be determined defective. Warranty repairs and materials shall be provided within 30-days after notification by the owner. An ATI representative will attend to warranty issues preventing use of the facility within 48 hours of notification. TAG shall have no obligation to repair or replace any part of the goods damaged by normal wear and tear, misuse, vandalism, act of God or other cause not the act of Seller.

Exclusions:

1. Site preparation, including any tree/brush removal, grubbing, grading, top-soil removal, fill, or balancing of site, including disposal or hauling of any spoils from Component installation. Note that no spoil is expected, and that site is largely free from any needed site clearing, except for a few possible trees on the NC side.
2. Pre-Dig Locating and any subsequent Relocation of underground utilities (if required). Note that no utilities appear to be in the area.
3. Pathway construction or development of operation area, or other items as required.
4. Rock drilling if needed to set utility poles/columns for obstacles. (Note below on soil/site evaluation, and that such is considered a contingency).
5. Erection of Work Area Security Fencing, if required/needed.
6. Final landscaping, to include but not limited to: installation of pathway material or cribbing, sod, mulching, cribbing, seeding, or other ground cover.
7. Ancillary structures/components: roads, entryway, walkways, bathrooms, traffic signs, parking areas, general signage, bleachers, covered training area, storage building or structures, etc.
8. Signage.
9. Bonds.
10. Portable Toilets – need to be provided by others.
11. Permits or Written Approvals from applicable parties.
12. Site Survey.
13. Erosion Control Plans (ECP), or installation of these if required.
14. Recovery/reclamation of construction areas if needed due to installation activities.
15. GC License for NC or SC.
16. Insurance Requirements in addition or excess to what we currently have.

Agenda Item Summary

Ordinance # / Resolution#: 2015-1346
Contact Person / Sponsor: John Weaver
/Department: County Attorney
Date Requested to be on Agenda: July 13, 2015
Committee: N/A

IN ORDER TO PROPERLY ADOPT THIS ORDINANCE IN ITS FINAL FORM, INCLUDING THE CHANGES MADE AT THIRD READING, IT WILL BE NECESSARY PRIOR TO THE APPROVAL OF THE JUNE 22 MINUTES TO HAVE A MOTION/SECOND TO RECONSIDER ORDINANCE 2015-1346. ONCE ON THE TABLE FOR CONSIDERATION, A MOTION/SECOND TO APPROVE THIRD READING OF ORDINANCE 2015-1346 WOULD BE IN ORDER.

Issue for Consideration: This ordinance is presented to Council for its consideration in formally adopting the revised language in the Third Reading version.

Points to Consider: Because this ordinance has been the subject of years of errors, clarification, controversy, litigation, rewriting and the like, it is important to insure that the recommendations of the Planning Commission that were adopted by Council – and which required a material rewriting of Section Twenty of this ordinance - be accepted verbatim by Council.

Funding and Liability Factors: N/A

Council Options: As noted above.

Recommendation: None. However, please note that I have read the minutes of the Planning Commission's June 16th meeting and have verified with several members of the Planning Commission that the additions/changes made in this ordinance subsequent to the June 22 Council meeting are in line with the Commission's intent. The relevant portions of the Planning Commission's minutes (not yet approved) and the earlier Item Summary relating to this ordinance from Council's 6/22 meeting accompany this current Item Summary.

Agenda Item Summary

Ordinance # / Resolution#: 2015-1346

Contact Person / Sponsor: John Weaver and Penelope G. Karagounis

Department: Planning

Date Requested to be on Agenda: ~~June 22, 2015~~ **July 13, 2015**

Issue for Consideration: Prior to 3rd reading, Council referred this ordinance back to the Planning Commission for consideration of **Section 4. Jurisdiction**, following an amendment of the language in that section.

The prior version of Section 4 noted that the original 411 acres had been subdivided into eleven (11) sub parcels. Of those eleven, three (3) sub parcels had been conveyed out to third parties. The prior version of Section 4 indicated that these three sub parcels were no longer a part of PDD-26. Upon further research by the County Attorney, it was determined that even though the three parcels had been conveyed out, each still remained a part of the PDD and remained subject to the benefits and restriction in PDD26, thereby making all eleven parcels part of PDD-26 regardless of ownership.

Points to Consider: This ordinance was considered previously by the Planning Commission with a recommendation for approval by 7-0. This ordinance has been considered twice by County Council with a recommendation each time for approval by 7-0. **On June 16, 2015, the Planning Commission considered this Ordinance again due to the referral request that was made by County Council on June 8, 2015. The Planning Commission recommended approval with a vote of 5-0 with the following modifications:**

- **Section 4 of the ordinance will include all 11 parcels**
- **Section 20 of the ordinance will include all 11 parcels**
- **Section 16a will add the word “undisturbed” in front of the 40 foot buffer.**
- **The last sentence in Section 16a will delete the word Planning Department and replace it with Lancaster County Planning Commission**
- **In the paragraph for Section 16c replace Planning Director with the word Lancaster County Planning Commission**

Funding and Liability Factors: N/A

Council Options:

- (1) Approve the ordinance as written
- (2) Consider one or more of the Planning Commission’s recommendations and amend as deemed appropriate.

Recommendation by County Attorney and Planning Director: ~~Do not adopt Planning Commission’s recommendation about 16a to add “undisturbed” to the 40 foot buffer (Weaver). I support Mr. Weaver’s suggestion for 16a. As for the other recommendations from the Planning Commission, I do not have a problem. I would note that since it is a PDD, I would like for County Council to have the discretion too. John Weaver and I will be present at the County Council meeting.~~

LANCASTER COUNTY
PLANNING COMMISSION
REGULAR MEETING
JUNE 16, 2015
MINUTES

Members Present: Charles Deese, Vedia Hatfield, Tommy Dabney, James Barnett, Jerry Holt.

Others Present: Penelope Karagounis, Planning Director; Elaine Boone, Planner II; Alex Moore, Planner II; Andy Rowe, Planner I; Nick Cauthen, Planner I; Judy Barrineau, Clerk to Commission; Steve Willis; County Administrator;

Others Absent – Sheila Hinson, Planning Commission Board Member; John Weaver, County Attorney; District 1, Vacant Seat.

The following press were notified of the meeting by mail or by fax in accordance with the Freedom of Information Act: Lancaster News, York Observer, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, WRHM Radio, and the local Government Channel.

Approval of the Agenda

Vedia Hatfield made a motion to approve the agenda and Jerry Holt seconded the motion.

VOTE: UNANIMOUS MOTION CARRIED

Citizens Comments

Gary Holland, 8728 Collins Road, Indian Land SC. The motion from Councilwoman McGriff stated: “was to defer the amended ordinance to the Planning Commission.” When Mr. Weaver was asked what you could consider tonight during the June 8th Council meeting he stated: He said the Planning Commission could consider the amendment to Section 4 and any other items they felt necessary to clear up this ordinance before returning it to Council for passage. Your decision tonight is extremely important because what you decide will most likely end up being the final version of this long awaited ordinance correction. You were given two options, either you approve or reject. But as stated, if you reject, the ordinance will revert back to the prior language where only eight (8) of the parcels are included. This is just not true. Mr. Weaver at the June 8th Council meeting said you can’t remove parcels from a PDD. On March 17, 2015 the Planning Commission approved this ordinance with Tax Map Number 0010-00-00-061 included in Section 4, after that the Council had first and second reading with 061 included. It was later determined that 061 had been sub-divided into 11 parcels. But no vote has been taken where only 8 of those 11 parcels are included. Therefore, it cannot revert back to something which never existed. Ordinance 2015-1346 regulates the entire 411 acres of PDD-26. This is true whether it be Section 4 – Jurisdiction, Section 10 – Development Regulations, Section 14 – Lot Size, or Section 20 – Model Homes. I think

Jerry Holt – Well when this one comes back to us next month I would like to see those changes incorporated in what we vote on next time. If they are not in what comes to us, then I will propose that those changes be made.

Penelope Karagounis – Just to comment about having the public hearing again for next month since there are going to be some changes. I will talk to Mr. Weaver who is on vacation this week. One of the issues that we have done with PDD's and let me explain this correctly. In the UDO, there is language in there about notification for the public which is 15 days. However, I have been here for 11 years and the previous Planning Director would always make staff do a newspaper advertisement for 30 days. Even though it's not in the UDO, the public out there is used to seeing 30 day notices. If that being the case, we don't have enough time to advertise and I'll need to double check my calendar. The Lancaster News does not advertise every day so we will be cutting it really close for 30 days. If Mr. Weaver agrees, I can do a 15 day ad. Typically I just want the audience to know the UDO states 15 days but we have always done 30 day ads for any new subdivision and PDD. That was just an in-house policy. Technically by law in the UDO it states 15 days. I didn't want someone that always checks our ads for subdivisions to ask why we don't have a 30 day ad. I just wanted everybody to understand that.

Jerry Holt – Somebody could come in and I'm not implying that was the case here; somebody could come in with the initial application and it could have maybe just a few problems in it, and they had the public hearing and had very little emotional input from the public. Then they could come back with the other one and make some pretty dramatic changes that nobody liked and the public doesn't have the opportunity to speak on it. In fairness, if there are substantial changes the public needs to be able to speak to the.....

Penelope Karagounis – I'll let Mr. Weaver know about your concern. However, just by looking at this date I will need to get the ad to the newspaper by this Thursday morning in order for it to run in the Lancaster News. That is the circulatory newspaper. I'll go ahead and run the ad but based on this letter from the attorney representing Sinacori Builders a new public hearing was not needed.

Ordinance 2015-1346 – Regarding the Collins Road PDD-26

Penelope Karagounis – Presented the report.

Jerry Holt – First of all I do agree with going with the amendment for Section 4 which deals with all eleven parcels, however, going back to the same issues that I made before. This is going back to the council for approval. If we go back on the issue of buffers and this is one in which we had a lawsuit regarding the Planning Commission's original

approval with modifications to the original proposal. On page 121 where it deals with buffers in Section 16; I think we need to insert the word “undisturbed”. It is the very last line on page 121 where it talks about a 40 foot buffer. I’m proposing that we add the word “undisturbed”. When you look at one of the other pages it does acknowledge for a specific portion of that tract there was a 50 foot undisturbed buffer. So where it reads – “The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot buffer.”

Penelope Karagounis – Add “undisturbed”.

Jerry Holt – Yes. Then I would propose on page 122 and this goes back to what the proposal was that I made for PDD-27; last sentence of the top paragraph – “If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.” I would like to see that changed to “Planning Commission” and on item (c) “If the property owner can demonstrate to the Planning Director that the topography or Again, I would like to see that changed to the “Planning Commission”. We’ve had so much issue with buffers that I think the Planning Commission should be the body that is involved in any changes to the buffers; especially with this particular PDD and as I mentioned, anything that follows and you told me that PDD-27 will be the last. I would move for approval with the recommendation that we approve Section 4 as amended, which means that it addresses all eleven parcels; and that the 40 foot buffer is designated as undisturbed; and for any changes to those requirements, it goes to the Planning Commission.

Charles Deese – I have one question. The landowners on the three parcels, they are aware that they are part of PDD-26?

Penelope Karagounis – They should be, I can’t answer that since Mr. Weaver has been handling that but I’m assuming they are aware of it.

Jerry Holt – Mr. Chairman, I forgot one thing that is also important. Section 20 dealt with the fact that in this original tract which was 411 acres; there were 10 model homes and now there are separate owners, Pulte is requesting control of all 10 model homes. They are saying those model homes should only apply to some specific tracts – 61.03, 04, 06....

Penelope Karagounis – That’s the Queensbridge subdivision.

Jerry Holt – I think that model homes also should reflect the full 411 acres. Mr. Holland made the comment that Section 20 in other PDD’s has been the same as the parcels that were identified in the original Section 4 which said here are the ones that are governed by this. I can envision that we’ve got three other owners back there that if we allocate all of these model homes to this one tract, when the others come in for development; they don’t have any consideration for what their requirements are to build a model home. Rather than getting into the middle of that fight or having somebody else come back in with requests for exceptions or approvals for model homes with their hook ups and things; we

should just say, you guys sort it out; the full 411 acres is covered under this PDD and the model homes are addressing the full 411 acres. To net that out, Section 20 should list all of the tracts that are listed in Section 4. I would like to add that to my motion.

Jerry Holt made a motion to approve with the following conditions: Section 4 should state there are eleven tracts instead of eight; Section 20 should match the eleven tracts instead of the four listed; Add "undisturbed" in Section 16 (a) to read "40 foot undisturbed buffer"; Section 16 (a) the last sentence where it states "buffer may be removed with approval of the Planning Department", change to "Planning Commission"; Section 16 (c) the last sentence states "then the Planning Director shall waive the buffer requirements for that site", change to "Planning Commission"; Tommy Dabney seconded the motion.

Penelope Karagounis – Just say Section 16 (c) wherever it states Planning Director, change to Planning Commission.

VOTE: 5 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – This will go back to County Council on Monday, June 22, 2015. The next Regular Planning Commission on July 21, 2015 will be the first meeting of the new fiscal year and new officers will be elected for the new year.

Old Business: RZ-015-009 (Penelope Karagounis) – This is the Lancaster County rezoning for McClancy Seasoning property. I received notice from Mr. Willis that the owner of McClancy's was going to be out of state tonight and that is why it was not on the agenda. It will be heard on Tuesday, July 21, 2015. We already had the public hearing so the only time that people can speak will be during citizen comments. Those notices have been sent out for a third time to all the adjacent property owners. The people that emailed me asking why it was not on the agenda for this month; I have responded to let them know it will be on the agenda for July 21, 2015 and the only time they can speak is during citizen comments for three minutes.

Jerry Holt made a motion to adjourn and Jim Barnett seconded the motion.

John Weaver

From: Jerry Holt <jerryholt813@gmail.com>
Sent: Tuesday, June 23, 2015 6:38 PM
To: John Weaver; ckhammer1@yahoo.com
Subject: PDD-26 revisions

I'm good with these changes. I have one correction, and one comment for consideration. (I know you want to put this to bed).

for correction....

✓ Section 20: sixth line, where the word "a" was inserted, the word "the" before it should be deleted.

and for consideration.....

✓ in the remaining part of that sentence, the part that begins with "*....at any given time may be issued not more than eleven (11) building permits.....*"

There may be a time during which more than 11 permits have been "issued", but some of those 11 may no longer be in effect because ~~the home~~ has been sold and issued a CO as a regular residential home. A more appropriate word may be "active" or "current", but that's a legal interpretation, so I yield to your expertise. You've accurately captured the Commission's intent.

--

Jerry L Holt
(973) 897-9251

John Weaver

From: CK HAMMER <ckhammer1@yahoo.com>
Sent: Wednesday, June 24, 2015 9:06 AM
To: John Weaver
Subject: Re: 2015-1346 FINAL PDD-26 ORDINANCE 3rd reading on 6-8-15 (2).doc

I think this will do what we discussed, with the minor change mentioned by Mr. Holt. Thank you for all you have done , to help put this to rest.

On Tuesday, June 23, 2015 3:54 PM, John Weaver <jweaver@lanastercountysc.net> wrote:

Mr. Chairman & Mr. Holt – Attached you will find the final 3rd Reading ordinance that I have revised marked up since last night's Council meeting. I have reviewed the draft minutes of your 6/16 meeting as well as reviewing the Item Summary that was included in the Council packet. You will note that Section 4, although in red, has no changes. It colored simply to show that all recommendations by the PC were considered by me. The only real change is in the Section 20 language. The rewrite needs to be clear and unambiguous. If you are satisfied, let me know. If you have recommended changes in the wording, please spell out in a reply to this email what you believe would be a better fit.

John L. Weaver
Lancaster County Attorney
Post Office Box 1809
Lancaster, South Carolina 29721
803-416-9426
jweaver@lanastercountysc.net

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) Ordinance No. 2015-1346

AN ORDINANCE

TO ESTABLISH THE 411 ACRE COLLINS ROAD SITE PLANNED DEVELOPMENT DISTRICT (PDD-26); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT; AND TO APPROVE THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

WHEREAS, LANCASTER COUNTY ORDINANCE 959, WHICH ORIGINALLY ESTABLISHED PDD-26, RECEIVED THIRD READING FROM THE LANCASTER COUNTY COUNCIL ON DECEMBER 1, 2008, AND WAS PASSED ON THAT DATE, HOWEVER, NOT RECORDED; AND

WHEREAS, A DIFFERENT VERSION OF LANCASTER COUNTY ORDINANCE 959 WAS SUBSEQUENTLY ORDAINED BY THE LANCASTER COUNTY COUNCIL BY SCRIVENER'S ERROR ON AUGUST 27, 2012, AND RECORDED; AND

WHEREAS, THE LANCASTER COUNTY COUNCIL SEEKS TO CLARIFY PDD-26 BY ADOPTION AND RECORDING OF THIS ORDINANCE, WHICH SHALL SUPPLANT AND REPLACE THE AFOREMENTIONED PRIOR VERSIONS OF ORDINANCE 959 AND PDD-26 NOT CONSISTENT HERewith, HOWEVER, THIS CLARIFICATION DOES NOT CONSTITUTE AN AMENDMENT OR REZONING OF THE SUBJECT PROPERTY; AND

WHEREAS, THIS CLARIFICATION DOES NOT AFFECT THE ORIGINAL ENACTMENT DATE OF DECEMBER 1, 2008 FOR THE PLANNED DEVELOPMENT DISTRICT AND DEVELOPMENT AGREEMENT REFERENCED HEREIN; AND

WHEREAS, THE CLARIFICATION OF PPD-26 AND ADOPTION AND RECORDING OF THIS ORDINANCE SHALL NOT OTHERWISE AFFECT THE DECISION OF THE LANCASTER COUNTY PLANNING COMMISSION DECISION ON JANUARY 21, 2014.

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. Citation. This ordinance may be cited as the 411 Acre Collins Road Site Planned Development District (PDD-26) Ordinance or as the PDD-26 Ordinance.

Section 2. Purpose; PDD-26.

(a) The purpose of this ordinance is to establish the 411 Acre Collins Road Site Planned Development District (PDD-26), to approve the Master Plan for the development and to provide for the regulations that apply to the development of the property.

(b) The 411 Acre Collins Road Site development is a mixed use master planned community, comprised of a combination of residential, employment, flex office/retail, institutional,

and open space uses organized around an integrated development concept that utilizes a series of villages or components that support the various land uses (the "Development" or "PDD-26").

Section 3. Authority. This ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This ordinance applies to various sub parcels previously known as the 411 Acre Collins Road Site development originally identified as Tax Map Number 0010-00-00-061. Subsequently, from that parcel numerous sub parcels have been created, with three sub parcels having been sold to unrelated third parties, particularly, Tax Map Numbers 0013-00-061.01 (Lancaster County), 0010-00-061.01 (Inspiration Network) and 0010-00-061.02 (LCWSA). Eight (8) sub parcels remain from the original parcel, particularly, Tax Map Numbers 0013-00-061.02, 0013-00-061.03, 0013-00-061.04, 0013-00-061.05, 0010-00-061.00, 0010-00-061.03, 0010-00-061.04, and 0010-00-061.06. These eight parcels together combine for approximately 311.50 acres. Although three (3) sub parcels have been transferred out, all eleven (11) parcels remain part of PDD26 and subject to the benefits and restrictions noted in this ordinance.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-26).

Section 6. Master Plan. The Preliminary Master Plan, prepared by ESP Associates and dated July 11, 2008, and amended on September 2, 2008 are both attached hereto as Exhibit A and incorporated into this ordinance by reference, are approved (the "Master Plan"). Also attached hereto as Exhibit B is the Preliminary Plan of Queensbridge (3 maps), prepared by ESP Associates and dated December 13, 2013 and is approved. Queensbridge is a 156.22 acre single-family residential subdivision located within PDD-26.

Section 7. Master Plan Amendments.

(a) Unless otherwise provided in this ordinance, all amendments to the Master Plan shall be made in accordance with the UDO.

(b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this ordinance during the design and development and construction phases.

(c) Changes in land use from those depicted on the Master Plan may be made subject to the following conditions:

(1) Lot sizes and mixtures may be adjusted and moved throughout villages, provided, that, the minimum lot size is not less than 7,800 square feet and the lot width is not less than 60 feet for single family residential lots or 20 feet for multi-family lots. The total lot count shall not exceed 510 for Villages A, B, C, D, & E.

(2) Village F may be developed with a combination of either one or more of the following uses: multi-family housing, apartments, and/or flex/office/retail space. The mixtures of uses in Village F may be adjusted, provided, that Village "F" shall not contain more than 150 multi-family housing units, and/or 300 apartments and/or 250,000 square feet of flex/office space.

(3) Village G may be developed with flex/office/commercial/retail space, provided, that the total combined building floor area shall not exceed 500,000 square feet.

(4) Village H may be developed with a combination of either one or more of the following uses: hospital or medical institutional living and/or office space. The mixture of uses may be adjusted, provided, that, Village H shall not contain more than 150 dwelling units and/or 150,000 square feet.

(5) Areas designated for recreational or open space use for any Component may be increased or decreased in size up to twenty percent (20%) of any Component, provided, that a decrease in one Component shall be offset by an equivalent or greater increase in one or more other Components in recreational area or open space.

(6) Park/Recreation or Civic uses may be developed anywhere within the boundaries of Village D, provided, that the location of the Park/Recreation or Civic use shall not cause a decrease in the overall number of lots allowed within Village D.

(d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section.

(e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change.

Section 8. Land Uses.

(a) The land uses authorized for the Development are as follows:

(1) Villages A, B, C, D, & E: Single-family residences and multifamily residences including duplexes.

(2) Village F: Multifamily residences including duplexes and apartments and flex office/commercial/retail.

(3) Village G: Flex office/commercial/retail.

(4) Village H: Hospital or medical institutional living or associated office space.

(b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this ordinance.

(c) The following land uses are prohibited in PDD-26:

(1) Adult entertainment;

(2) Auto business, etc;

(3) Automobile wrecking and/or junk salvage yard;

(4) Commercial kennels;

- (5) Industrial mining;
- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables; and
- (13) Rooming and boarding houses.

(d) In areas designated for flex office/commercial/retail use, residential uses are allowed on ground floors of the office, commercial or retail building and on floors above the office, commercial or retail use. Office, commercial or retail uses are allowed on any floor of an office, commercial or retail building.

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

Apartment Housing - Multiple for rent dwelling units which are attached vertically or horizontally with shared access, parking, and open space.

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

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

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

Cul-de-sac - Cul-de-sac length shall be measured from the first point of intersection with an existing street, to the center radius of the cul-de-sac bulb.

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

Flex Office / Commercial / Retail - Hybrid of mixed office, flex office, and commercial I retail uses included on the commercial sites on 411 Acre Collins Road Site that are allowed per PDD-26 ordinance.

Flex Office - A mixture of office space, showrooms, light assembly, distribution, and/or warehouse uses within a building.

Institutional Use - Schools, religious buildings, hospitals or other care facilities, and other private or public facilities that support the community.

Land Use Designations - the use to which a particular area of the Property may be put as shown on the Master Plan and described more particularly in Section 10.

Master Developer - UHF Development, Coleman & Associates, The Tuttle Company or a successor owner to whom UHF Development, Coleman & Associates, The Tuttle Company sells the entire Property, and not just a portion of such Property.

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

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

Office Use - Business, professional, service, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities Floodway, Floodplain and/or Open Space on the Master Plan.

Property - all of the land comprising the 411 Acre Collins Road Site (PDD-26) development.

Property Owner - The Master Developer of the Property or, as to a particular Component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights.

Residential - any residential land use permitted in the Unified Development Ordinance.

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

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

Section 10. Development Regulations.

(a) Unless otherwise provided in this ordinance, the development of the Property must comply with the UDO. To the extent that this ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.

(b) The provisions of the Carolina Heelsplitter Overlay District (Section 2.1.2 of the UDO, as added by Ordinance No. 901, and as may be amended) apply to the Property.

(c) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:

(1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided, that it does not exceed 800 feet and adequate fire protection criteria is maintained.

(2) Sidewalks and Public Crosswalks - Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.

(3) Driveways - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from U.S. 521, Collins Road, Shelley Mullis Road, and other surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").

(4) Buffers - Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3 25' buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.

(5) Parking - Parking shall be provided in accordance with Section 17 of this ordinance.

(6) Open Space requirements - For purposes of applying Section 17.1(2)(b)(l) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.

(7) Open Space requirements - For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.

(8) Flood way Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

(9) Floodplain restrictions - In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

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

(11) Connectivity - The minimum connectivity index for PDD-26 is 1.0.

Section 11. Density/Intensity.

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

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single Family Village Villages A, B, C and D	4 Dwelling Units/ acre, on average	Up to 350 Units
Multifamily Village E	8 Dwelling Units/ acre, on average	Up to 160 Units
Mixed Use Village F		
Multifamily	150 Units	Up to 47 Acres
Apartments	300 Units	Up to 47 Acres
Flex/Office	250,000 square feet	Up to 47 Acres
Flex/Office/Commercial/ Retail Village G	500,000 square feet	Up to 73 Acres
Hospital or Medical	150,000 square feet	Up to 15 acres
Institutional Living/ Office Village H	150 Units	Up to 15 acres

(b)(1) The Property Owner may vary the intensity of development within any Component or any use category of any Component on one or more occasions by up to thirty percent (30%) without further approval, provided, that the total number of overall units of residential housing and the number of total acres of retail commercial within the overall development does not increase from the maximums stipulated on the Master Plan.

(2) Density calculations for the Development apply only to Villages A, B, C, D, & E. Density for Village F is in addition to the density for Villages A, B, C, D and E, provided, that the density for Village F must not exceed 150 units if developed as multi-family, 300 units if developed as apartments, or 250,000 square feet if developed as Flex/Office space or a combination of the three uses.

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights

is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

(2) As used in this subsection, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the property owner assigns its rights as property owner under this ordinance to another person or entity with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the property owner desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the property owner.

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

Section 12. Setbacks and Yards. (a) All lots within PDD-26 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Village "A, B, C, & D"	20'	7'	25'
Multi-Family Village "E"	20'	7'	25'
Mixed Use Village "F"	25'	5'	15'
Flex/Office/ Commercial/ Retail Village "G"	25'	5'	15'
Hospital or Medical Institutional Living/	25'	5'	15'

Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

(b) The setbacks on internal private roads and parking within a commercial, office, or institutional use development will have no setback requirements.

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

(d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.

(e) Alley product is allowed in Village "D" with the 60 min lot width. If alley loaded product is utilized in Village "D" the rear yard shall be 10' from the edge of the alley for those lots.

(f) Setbacks along a private road within a residential/ multi family use shall be measured from the back of curb.

Section 13. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

Land Use	Maximum Building Height
Single Family Village "A, B, C, & D"	35'
Multi-Family Village "E"	35'
Mixed Use Village "F"	50'
Flex/Office/Commercial/Retail Village "G"	50'
Hospital or Medical Institutional Living/ Office Village "H"	50'
Park/Open Space	N/A

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the county Fire Marshal and Building Official.

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

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)

Multi-Family Village "E"	1,000 S.F. (attached)
Mixed Use Village "F"	
Office/Retail	7,000 S.F.
Multifamily	1,000 S.F. (attached)
Apartments	600 S.F. (attached)
Flex/Office/Commercial/Retail Village "G"	7,000 S.F.
Hospital or Medical Institutional Living/ Office Village "H"	7,000 S.F.
Park/Open Space	No Minimum

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

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

Land Use	Minimum Lot Width
Single Family Village "A, B, C, & D"	60' (detached)
Multi-Family Village "E"	20' (attached)
Mixed Use Village "F"	
Office/Retail	20'
Multifamily	20'(attached)
Apartments	20'(attached)
Flex/Office/Commercial/Retail Village "G"	60'
Hospital or Medical Institutional Living/ Office Village "H"	60'
Park/Open Space	No Minimum

Section 16. Buffers.

(a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot **undisturbed** buffer. Where steep topography is present, pedestrian/vehicular access,

utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department. **Commission.**

(b) There shall be an internal buffer between residential and commercial uses consisting of a 25' Class 3 buffer in accordance to Section 12.9 of the UDO.

(c) If the Property Owner can demonstrate to the Planning ~~Director~~ **Commission** that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning ~~Director~~ **Commission** shall waive the buffer requirements for that site.

(d) Along the property line of the PDD that is adjacent to Lancaster County Tax Map Number 0010-00-060.04 and Lancaster County Tax Map Number 0010-00-060.02, there shall exist a fifty foot (50') undisturbed buffer.

Section 17. Parking.

(a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi level / commercial parking garages are an allowed use in Villages "H", "G", and "F" of the PDD.

(b) For commercial and retail uses and institutional uses, one parking space must be provided for each 300 square feet of gross acreage.

Section 18. Roadways and Traffic.

(a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standard set forth in this section.

(b) All internal roadways shall be built to the County's construction standards set forth in the UDO except as otherwise specified in (c) through (e) of this section.

(c) Any portion of the Property may have private roads.

(d) All internal roads will be constructed with curb and gutter.

(e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive Townhomes/Commercial/ Office/Institutional)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

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

(g) Alleys per Lancaster County Standards are allowed in Village "D".

Section 19. Street Lighting.

(a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.

(b) All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.

(c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.

(d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 20. Model Homes and Other Buildings. ~~Within the boundaries of tax parcels 0010-00-061.00, a portion of 0010-00-061.03, 0010-00-061.04 and 0010-00-061.06. This section shall be applicable to the entire 411 acres to which this ordinance relates. This section is not intended to be applicable individually to any one or any lesser, collective number of the eleven (11) sub parcels that together make up the whole parcel to which this ordinance relates. Prior to the installation of water and sewer for a development or any of its components, the any and all developers throughout the entire 411 acres at any given time may be issued not more than eleven (11) active building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the~~

building permits for the Model Homes, the **any and every** developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the **any and every** Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent a developer from using the Model Home for Model Home purposes.

Section 21. **Mass Grading and Timber Harvesting.** The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 22. **Open Space.** Storm water detention facilities may be included as Open Space.

Section 23. **Severability.** If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 24. **Controlling Ordinance.** 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 25. **Effective Date.** This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED THIS ____ DAY OF _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

1 st reading:	April 13, 2015	Passed 7-0
2nd reading:	April 27, 2015	Passed 7-0

Public Hearing: June 8, 2015
3rd reading: July 13, 2015 Tentative

EXHIBIT A

**411 Acre Collins Road Site
Planned Development District (PDD-26)
Master Plan (2 maps)**

See attached.

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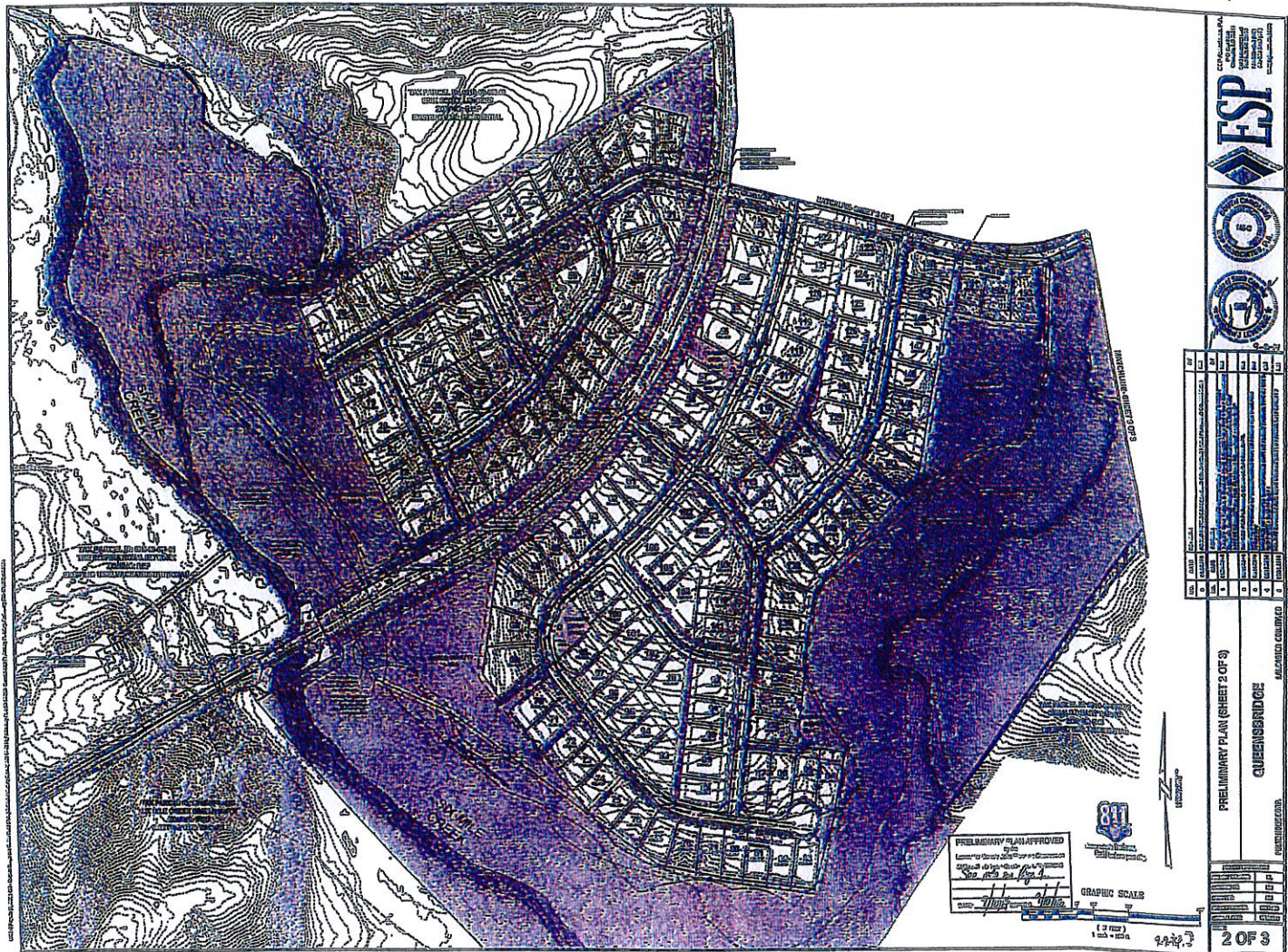
EXHIBIT B

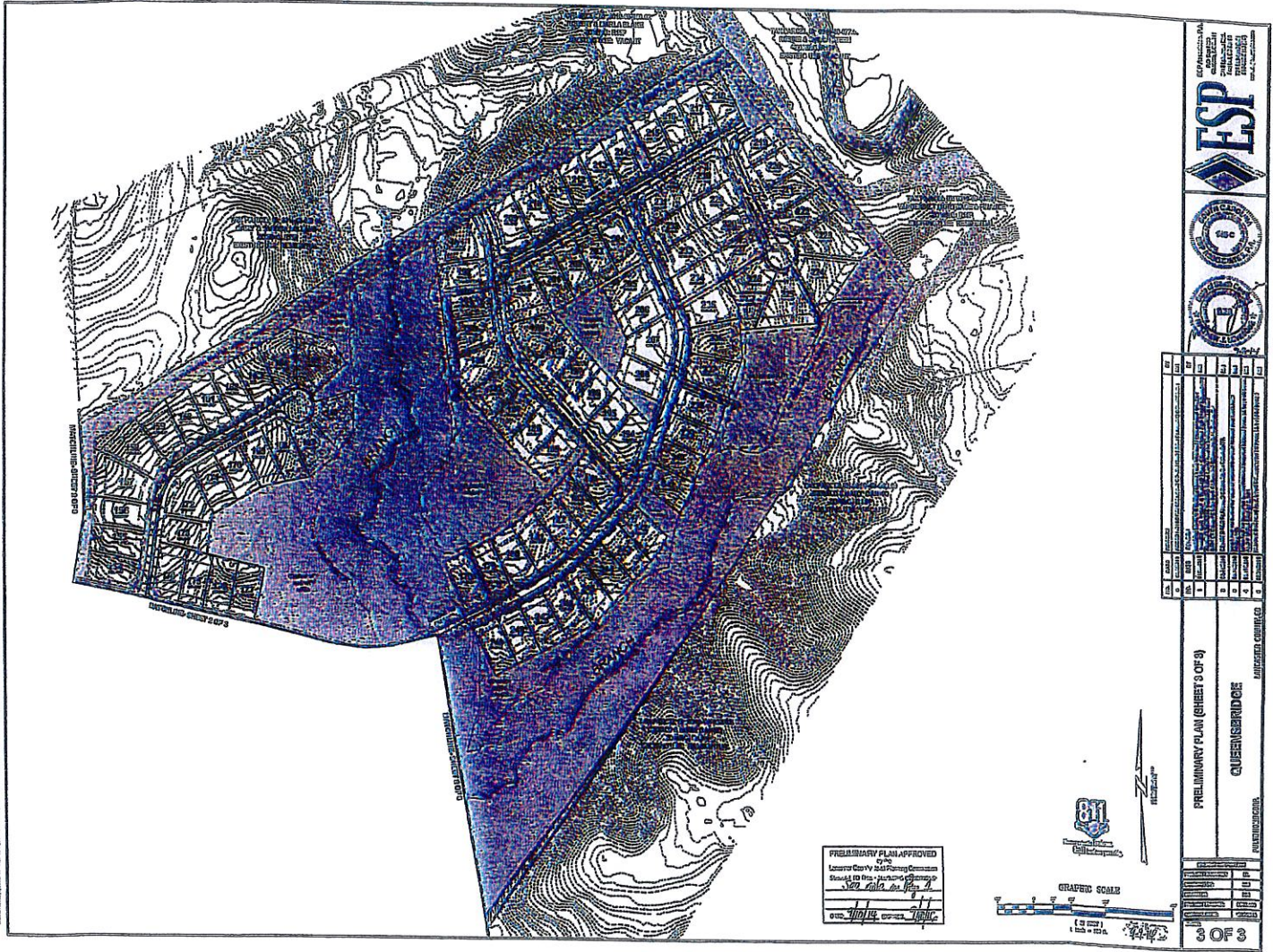
**156.22 acre Queensbridge
Single-Family Residential Subdivision
Preliminary Plan (3 maps)
See attached**

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LANCASTER COUNTY, SOUTH CAROLINA







REVISIONS	
NO.	DESCRIPTION
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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, July 13, 2015 at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on an ordinance 2015-1357 titled "AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND AMONG UHF DEVELOPMENT GROUP, LLC, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE FOR CERTAIN TRUSTS AND LANCASTER COUNTY, RELATING TO THE COLLINS ROAD SITE DEVELOPMENT, SO AS TO CHANGE THE TIME WHEN THE PAYMENT OF MONIES BY THE DEVELOPER IS DUE TO THE COUNTY; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SECOND AMENDMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 6/14/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1357

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND AMONG UHF DEVELOPMENT GROUP, LLC, WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE FOR CERTAIN TRUSTS AND LANCASTER COUNTY, RELATING TO THE COLLINS ROAD SITE DEVELOPMENT, SO AS TO CHANGE THE TIME WHEN THE PAYMENT OF MONIES BY THE DEVELOPER IS DUE TO THE COUNTY; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SECOND AMENDMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Purpose.

(A) The Council finds that:

(1) By passage of Ordinance No. 960, Council approved a Development Agreement by and among UHF Development Group, LLC ("Developer"), Wachovia Bank, N.A. successor trustee for certain trusts ("Owner"), and Lancaster County ("County") for the Collins Road Site development (the "Development Agreement").

(2) By passage of Ordinance No. 1150, Council approved the First Amendment to the Development Agreement Collins Road Site and it provided for the performance of the Developer's obligations under the Development Agreement when easements, deeds and dedications of water and sewer infrastructure and other appurtenances are granted to the Lancaster County Water and Sewer District and it updated the name of the Owner (the "First Amendment").

(3) The Development Agreement is recorded in the office of the Register of Deeds in Deed Book 503, Pages 1-24 and the First Amendment is recorded in Deed Book 684, Pages 232-238.

(4) Section 4.01A of the Development Agreement provides for the payment to the County by the Developer of \$1,000,000 the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development.

(5) Developer has requested Council to change the due date for the payment of monies pursuant to Section 4.01A of the Development Agreement.

(6) Council may amend the Development Agreement by adhering to the statutory requirements for the approval of development agreements and by approving an amendment to the Development Agreement.

(B) The purpose of this ordinance is to approve a Second Amendment to the Development Agreement consistent with the findings in this section.

Section 2. Approval of Second Amendment.

The Chair and Secretary of the Council are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Second Amendment to the Development Agreement by and among UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee and Lancaster County (the "Second Amendment"). The form of the Second Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the Second Amendment are incorporated herein by reference as if the Second Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Second Amendment and all of its terms, provisions and conditions. The Second 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 Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amendment attached to this ordinance.

Section 3. 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 Second Amendment and the performance of all obligations of the County under and pursuant to the Second Amendment.

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, orders and resolutions, 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.

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AND IT IS SO ORDAINED, THIS ____ DAY OF _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing

First Reading: May 18, 2015 Passed 5-2

Second Reading: June 8, 2015 Passed 4-3

Council Public Hearing: July 13, 2015 Tentative

Third Reading: July 13, 2015 Tentative

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Exhibit A to Ordinance No. 2015-1357

**Second Amendment
to the
Development Agreement
Collins Road Site**

See attached.

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(Space above this line for recording use)

STATE OF SOUTH CAROLINA)	SECOND AMENDMENT TO THE
)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER)	COLLINS ROAD SITE

A Development Agreement, dated December 1, 2008, for the Collins Road Site development was entered into by and among **UHF DEVELOPMENT GROUP, LLC** ("Developer"), a North Carolina limited liability company, **WACHOVIA BANK, N.A. SUCCESSOR TRUSTEE AS TRUSTEE FOR THE JULIA SCOTT SMITH TRUST FBO JOHN SCOTT CRAMER ET AL, THE JULIA SCOTT SMITH TRUST FBO STUART W. CRAMER III ET AL, THE JULIA C. SMITH REVOCABLE TRUST, AND THE ALICE C. TOLSON REVOCABLE TRUST** ("Owner"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 503, Pages 1-24. Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced. A **FIRST AMENDMENT** to the Development Agreement was made and entered into as of the 9th day of July, 2012, by and among Developer, Owner and County and recorded in the records of the Lancaster County Register of Deeds in Deed Book 684, Pages 232-238 (the "First Amendment").

This **SECOND AMENDMENT** to the Development Agreement is made and entered into as of the ____ day of ____, 2015, by and among the Developer, Owner and County (the "Second Amendment").

RECITALS

WHEREAS, Section 4.01A of the Development Agreement provides for the payment to the County by the Developer of \$1,000,000 the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development;

WHEREAS, Developer has requested Council to change the due date for the payment of monies pursuant to Section 4.01A of the Development Agreement; and

WHEREAS, the purpose of this Second Amendment is to change the due date for the payment of monies pursuant to Section 4.01A of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Developer, Owner and County agree as follows:

Section 1. Section 2.01 of the Development Agreement, relating to Representations and Warranties of County, as last amended by the First Amendment, is further amended by adding:

“(E) The County represents that it has approved the Second Amendment to this Agreement in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law. The County represents that prior to the final reading of the ordinance approving the Second Amendment to this Agreement that at least two public hearings were held after publication of the required notices and the publication of a notice of intent to consider a proposed amendment to the Agreement.”

Section 2. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, as last amended by the First Amendment, is further amended by adding:

“(E) Developer represents that, as of the date of the Second Amendment to this Agreement, it has contractual rights to develop the Property. Owner represents that, as of the date of the Second Amendment to this Agreement, it is the only legal and equitable owner of the Property, except to the extent that (i) Developer has a contractual right to develop the Property or (ii) Owner has agreed to convey any interest in the Property to the Lancaster County Water and Sewer District, subject to the acceptance and recording of the interest in the Property by the Lancaster County Water and Sewer District, neither of which has occurred as of the date of this Second Amendment.”

Section 3. Section 4.01A of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

“(A) ~~Developer agrees to pay County one million dollars (\$1,000,000.00) the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development. Developer agrees to pay to County One Thousand Two Hundred Thirty-Five and No/100 dollars (\$1,235.00) for each of the 810 residential units authorized to be developed by this Agreement (the “County Payment”). From the Agreement Date until November 30, 2020, the County Payment for a residential unit is due and payable at the same time that the County building permit fee for the residential unit is due and payable. Payment of the County Payment is a condition for the issuance of a building permit. For the period after November 30, 2020, Developer agrees to pay County by December 31, 2020 an amount equal to One Thousand Two Hundred Thirty-Five and No/100 dollars~~

(\$1,235.00) times the number of residential units for which a building permit has not been issued as of November 30, 2020. If the Developer sells a portion of the Collins Road development, whether subdivided or not, the Developer shall pay not later than closing on the sale an amount equal to One Thousand Two Hundred Thirty-Five and No/100 dollars (\$1,235.00) times the number of residential associated with the portion of the Collins Road development that is sold. The County Payment is separate and distinct from any fees or amounts payable to the County for a building permit. As used in this section, "Developer" means UHF Development Group, LLC, a North Carolina limited liability company, and does not include its successors or assigns.

~~(B) Payment of the amount provided in Section 4.01A.(A) entitles the Developer to receive not more than eight hundred and ten (810) building permits for constructing residential dwelling units on the Property and as set forth in Ordinance No. 959. At the time of payment of the amount provided in Section 4.01A.(A), the County shall provide to the Developer a document indicating the Developer: (i) has paid the amount; (ii) is entitled to a specified number of building permits for residential dwelling units for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.01A.(B) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction projects.~~

~~—(C) Developer acknowledges and agrees that the expenditure and use of the monies received by the County from the payment provided in Section 4.01A.(A) is at the sole discretion of the County Council. Upon receipt of the County Payment, the monies must be accounted for separate and distinct from other monies of the County. The County Payment must be used for non-recurring purposes in the panhandle area of the County. The determination of the specific uses for the County Payment is at the discretion of the County Council."~~

Section 4. Exhibit E to the Development Agreement, as last amended by the First Amendment, is further amended to read:

**"Exhibit E
Laws and Land Development Regulations**

1. Ordinance No. 959 zoning the Property Planned Development District (PDD-26).
2. Ordinance No. 960, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of

Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

6. Ordinance No. 1150 approving the First Amendment to this Development Agreement.
7. Ordinance No. 2015-_____ approving the Second Amendment to this Development Agreement.

Section 5. Developer, Owner and County agree that Developer shall record this Second Amendment with the County Register of Deeds within fourteen (14) days of the date this Second Amendment is made and entered into.

Section 6. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 2015, for the County's unreimbursed costs related to this Second Amendment. County and Developer agree that the foregoing cost reimbursement 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. Developer's foregoing reimbursement obligation is capped at _____ (\$_____.00).

Section 7. Upon execution of this Second Amendment by Developer, Owner and County, the Development Agreement consists of the Development Agreement as originally executed and recorded as amended by the First Amendment and the Second Amendment. The Development Agreement, as amended by the First Amendment and Second Amendment, remains in full force and effect. To the extent that any of the terms of the Development Agreement as amended by the First Amendment conflict with this Second Amendment, then the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, Developer, Owner and County have caused their respective names to be subscribed hereto, all as of the date set forth above as the date this Second Amendment is made and entered into.

SIGNATURE PAGES FOLLOW.

WITNESSES:

DEVELOPER:

UHF Development, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

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

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WITNESSES:

COUNTY:

County of Lancaster, South Carolina

By:

Bob Bundy
Chair, County Council

Date:

By:

Steve Harper
Secretary, County Council

Date:

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

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

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The Lancaster News

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

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, July 13, 2015, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Development Agreement (Covington Development) by and between Sinacori Builders, LLC and Lancaster County, South Carolina. At the public hearing and at any adjournment of it, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the proposed Development Agreement (Covington Development). The property subject to the proposed Development Agreement (Covington Development) is approximately 165 acres and is located in the panhandle area of the County on Barberville Road and Harrisburg Road. The tax map numbers for the property are 0004-00-001.00, 0004-00-002.00, 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06, and 0003-00-040.09. The development uses proposed on the property are single family residential and a portion of the property will be developed as age restricted. A copy of the proposed Development Agreement (Covington Development) may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 3/27/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

**AS RECOMMENDED FOR APPROVAL
BY THE
INFRASTRUCTURE AND REGULATION AGREEMENT COMMITTEE
For Second Reading Consideration at the July 13, 2015 Council Meeting**

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1360

COUNTY OF LANCASTER

)

)

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

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

Section 2. Approval of Agreement; Authorization to Act.

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

Ordinance No. 2015-1360

Page 1 of 3

As Recommended for Approval by the Infrastructure and Regulation Committee –2ndt Reading Consideration

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 27th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	April 21, 2015	
First Reading:	June 22, 2015	Passed 7-0
Second Reading:	July 13, 2015	Tentative
Council Public Hearing:	July 13, 2015	Tentative
Third Reading:	July 27, 2015	Tentative

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Exhibit A to Ordinance No. 2015-1360

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

See attached.

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

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

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

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 165 acres, more or less, located in the County and known as the Covington development.

WHEREAS, Developer has submitted an application to the County requesting that the Covington development property be rezoned to R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

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

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

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

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

ARTICLE I

GENERAL

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

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

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

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

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

(7) Reserved.

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

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

(10) “Ordinance No. 2015-1361” means Ordinance No. 2015-1361 of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-1360” means Ordinance No. 2015-1360 of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

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

(15) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

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

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

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

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-1361.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1360 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1360 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and forty (140) or more acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2015-1361 and the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E) 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.

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

Section 3.01A. Connectivity; Sidewalks. (A) Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

(B) Developer agrees to include sidewalks on Harrisburg Road, Barberville Road and within the development. The sidewalks on Harrisburg Road and Barberville Road will be built in coordination with the South Carolina Department of Transportation's road section requirements and shall be built to a width of six (6) feet. The responsibility of maintaining these sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Harrisburg Road and Barberville Road is limited to the areas where Harrisburg Road and Barberville Road abut the Developer's Property identified herein. The purpose for including sidewalks is to promote the walkability of the development.

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

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

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

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

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

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

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

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

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

(1) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer’s contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses

of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District One Hundred Sixty-Five Thousand and No/100 dollars (\$165,000.00) upon the earlier of either December 1, 2016 or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01B. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for either fire or public safety related uses, or both uses, for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. County agrees, and County shall cause the Pleasant Valley Fire Protection District to agree, that the new Substation built on the Substation Property shall be of a design that is compatible with and will not detract from the Covington development; the parties anticipate that such Substation design will be

similar in exterior appearance to the sketch shown on Exhibit F-1, or substantially similar thereto with Developer's approval, which approval shall not be unreasonably withheld.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Three Hundred Thirty Thousand and No/100 dollars (\$330,000.00) upon the earlier of either December 1, 2016, or the closing on the sale of any portion of the Covington development to an individual or entity other than a Sinacori Related Entity (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be

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

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

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

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

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads with the Property.

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

responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

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

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

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

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

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

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

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

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

Section 4.05. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

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

Section 4.06. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves, soffits and corners are allowed on all homes.

Section 4.07. Age-Restricted Development. County acknowledges that Developer intends to develop the portion of the Property shown as Villages 5, 6, 7 and 8, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units within Villages 5, 6, 7 and 8 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended. The reason for including Exhibit G in this Agreement is solely for the purpose of identifying generally the area within the development where the age-restricted Villages will be located.

Section 4.08. Historic Site. Developer agrees to monument and provide an easement for trail access to the Historic Revolutionary War Trail area that traverses the Covington project near the project boundary and neighboring Bridgehampton development in the vicinity of Clem's Branch Creek. Proposed Easement for trail access will be planned so as to provide opportunities for possible future connection to the Clem's Branch Greenway that is being cooperatively planned across the SC/NC state line by the Mecklenburg County Parks and Recreation Department.

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Thursday, December 31, 2015, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2015.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Bob Bundy, Chair, County Council

Date: _____

By: _____
Steve Harper, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

Seal

First Witness Signs Again Here

SWORN to before me this
____ day of _____, 2015.

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

Exhibit A
Property Description

Covington Development

Tax Map No. 3, Parcel 40.00 (portion), 40.02, 40.04, 40.06 and 40.09 [and referred to as 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06 and 0003-00-040.09]

Tax Map No. 4, Parcel 1 and 2 [and referred to as 0004-00-001.00 and 0004-00-002.00]

LEGAL DESCRIPTION SHOULD BE INSERTED WHEN AVAILABLE.

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	Aug. 1, 2015	Feb. 1, 2016
Phased Land Development	Mar. 1, 2016	Dec. 1, 2020
Home Construction Starts	Dec. 1, 2016	Aug. 1, 2021
Year 1 Home Closings – Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 2 Home Closings – Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 3 Home Closings – Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 4 Home Closings – Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020
Year 5 Home Closings – Approx. 60 per year	Jan. 1, 2021	Dec. 31, 2021

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 three hundred thirty (330) 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, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09).

(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 Section 4.05.

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-____ zoning the Property R-15, Moderate Density Residential / Agricultural District, with a Cluster Subdivision Overlay District.
2. Ordinance No. 2015-_____, 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.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Substation Property

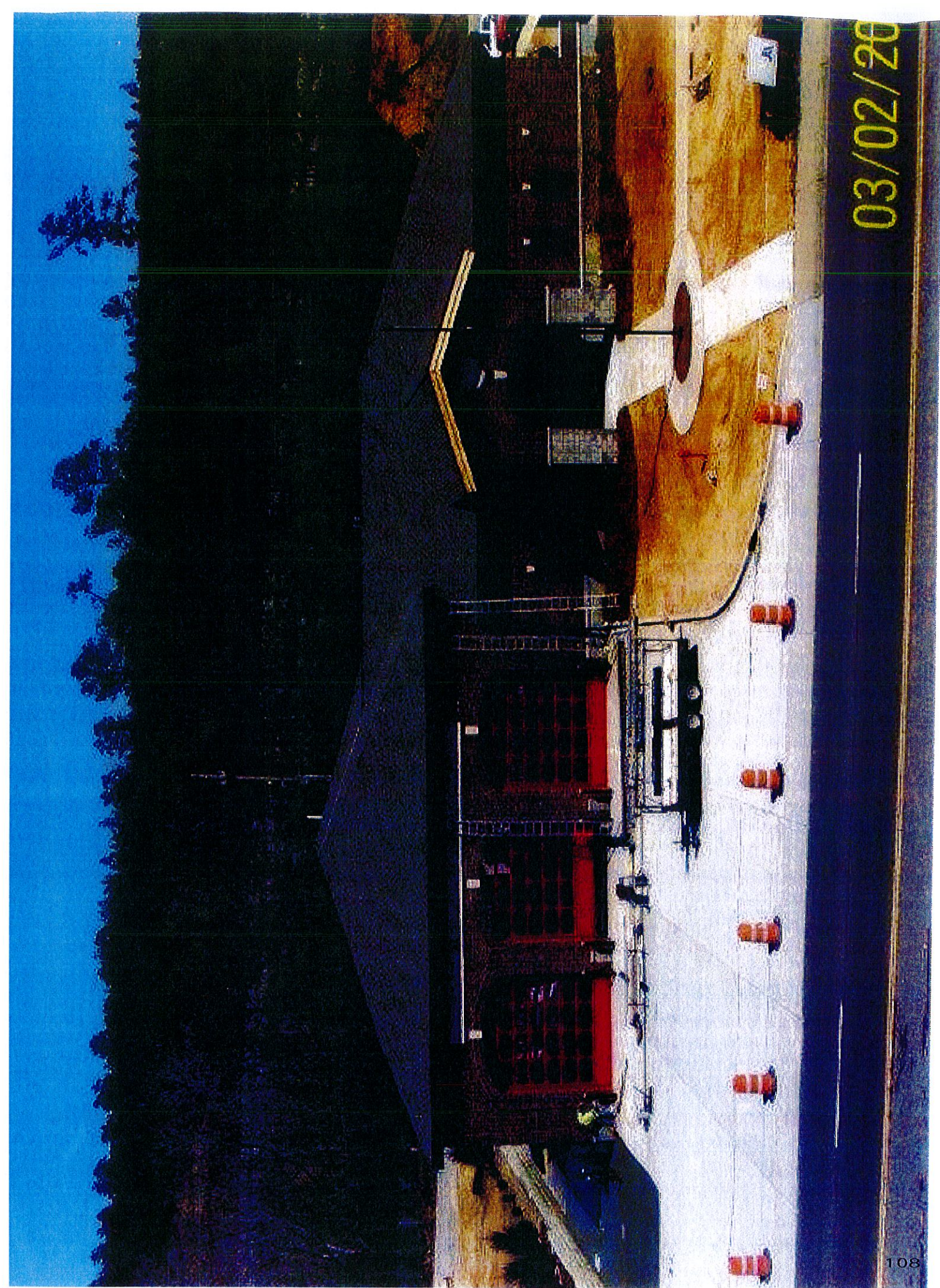
See attached.

25



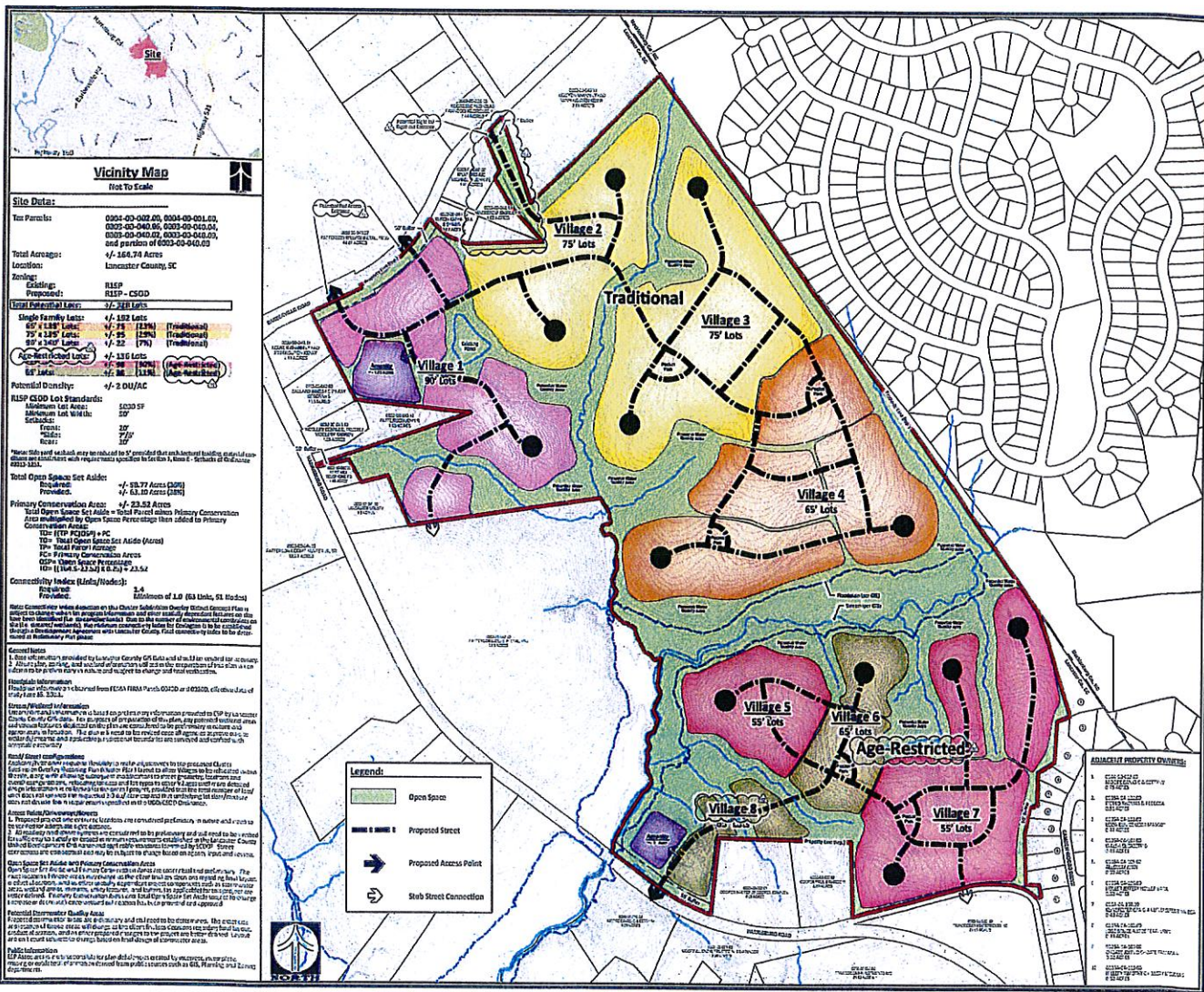
Exhibit F-1
Substation Design Sketch – Exterior Appearance

See attached.



03/02/20

Exhibit G
Schematic Plan



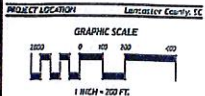
ESP
 ESP Associates, P.A.
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 www.espassociates.com

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Covington
 Exhibit G

**Cluster Subdivision
 Overlay District
 Schematic Plan**
 RZ-015-005



PROJECT NUMBER 0118.100
DRAWING NAME RZ-015-005 Preliminary Subdivision Plan
DATE March 7, 2015

DESIGNED BY GVP
CHECKED BY JAP

REV	DATE	BY	REVISION
01	01/11/15	GVP	Subdivision Preliminary Subdivision Plan
02	01/13/15	GVP	Subdivision Preliminary Subdivision Plan
03	01/14/15	GVP	Subdivision Preliminary Subdivision Plan

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1361

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF SINACORI BUILDERS, LLC, LOCATED ALONG THE SOUTHEAST QUADRANT OF THE INTERSECTION OF BARBERVILLE ROAD AND HARRISBURG ROAD, ALONG THE NC/SC STATE LINE IN LANCASTER COUNTY, SOUTH CAROLINA FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT WITH A CLUSTER SUBDIVISION OVERLAY DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Sinacori Builders, LLC applied to rezone property located along the southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District, to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(b) On April 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural Panhandle District, to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 4, Parcels 1 and 2; Tax Map 3, Parcels 40.02, 40.04, 40.06, 40.09 and a portion of Parcel 40.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading, provided, however, the rezoning provided for in Section 2 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the property identified in Section 2 of this ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the property identified in Section 2 of this ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Thursday, December 31, 2015 then the rezoning provided for in Section 2 of this ordinance shall not become effective. As used in this section, "Sinacori Related Entity" means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained, this 27th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: June 22, 2015	Passed 7-0
Second Reading: July 13, 2015	Tentative
Third Reading: July 27, 2015	Tentative

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1358

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTIES OF MR. KEN STARETT REPRESENTING GROSS BUILDERS, LOCATED AT 1033 FORT MILL HIGHWAY AND 9838 STOCK LANE IN THE INDIAN LAND COMMUNITY IN LANCASTER COUNTY, SOUTH CAROLINA FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO MF, MULTIPLE-FAMILY/AGRICULTURAL DISTRICT AND TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Mr. Ken Starett representing Gross Builders applied to rezone properties located at 1033 Fort Mill Highway and 9838 Stock Lane from R-15P, Moderate Density Residential/Agricultural Panhandle District to MF, Multiple-Family/Agricultural District and to B-3, General Commercial District

(b) On May 19, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural Panhandle District, to MF, Multiple-Family/Agricultural District for a portion of Tax Map 6, Parcel 69 and all of Tax Map 6, Parcel 7. The applicant proposes a portion of Tax Map 6, Parcel 69 to be rezoned to B-3, General Commercial District.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 27th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: June 22, 2015 Passed 7-0
Second Reading: July 13, 2015 Tentative
Third Reading: July 27, 2015 Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2015-1362
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	July 13, 2015

Issue for Consideration:

Correction of numbering in prior ordinance.

Points to Consider:

The original data did not match map data of SCDOT.

SCDOT has requested this be corrected.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the correction ordinance.

Staff Recommendation:

Approve as amended.

Committee Recommendation:

This is a technical correction requested by SCDOT and was not submitted to the I & R Committee.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1350

COUNTY OF LANCASTER

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AN ORDINANCE

TO APPROVE THE DONATION OF CERTAIN COUNTY ROADS TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TO ACCEPT CERTAIN ROADS FROM THE STATE OF SOUTH CAROLINA INTO THE COUNTY ROAD SYSTEM; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County owns and maintains certain roads identified in this ordinance as part of the Lancaster County Road System;

(2) the South Carolina Department of Transportation owns and maintains certain roads identified in this ordinance as part of the State Secondary Road System;

(3) the Lancaster County Council and South Carolina Department of Transportation Commission have concurred with the recommendation of the County Public Works Director and the District 4 Administrator that it would be advantageous to both systems if certain roads were moved into the county or state system respectively; and

(4) it is the purpose of this ordinance to approve donation of certain County roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the County Road System.

Section 2. Roads to be donated.

The Council authorizes and approves the donation of the following roads, which are a part of the Lancaster County Road System, to the South Carolina Department of Transportation:

Belmont Circle (entire length)

Carmel Road (from S-29-853 to S-29-373) **371**

Danlee Drive (entire length)

FILED
OFFICE OF CLERK
OF COURT
LANCASTER, SC
2015 MAY 20 AM 11:19

~~875~~ **874**

Hammond Carnes Road (from S-29-~~875~~ to S-29-330) (contingent upon developer donating Regent Parkway to SCDOT)

Hough Road (from S-29-725 to S-29-36)

Jack Robertson Lane (from S-29-558 to terminus)

Laurel Avenue (from S-29-~~485~~ to terminus) **495**

Mahaffey Line Connector (from S-29-371 to SC 914)

Mahaffey Line Extension (from S-29-371 to terminus)

Pink Dogwood Drive (from S-29-371 to terminus)

Section 3. **Roads to be accepted.**

The Council authorizes and approves the acceptance of the following roads, which are a part of the South Carolina Department of Transportation into the Lancaster County Road System:

Arrowwood Road (from Beginning Milepost 0.00 to Ending Milepost 0.33)

Blackstone Drive (from Beginning Milepost 0.00 to Ending Milepost 0.10)

Charles Avenue (from Beginning Milepost 0.00 to Ending Milepost 0.40)

Dogwood Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)

Freemont Drive (from Beginning Milepost 0.00 to Ending Milepost 0.42)

Havenwood Drive (from Beginning Milepost 0.00 to Ending Milepost 1.20)

Hickory Drive (from Beginning Milepost 0.00 to Ending Milepost 0.25)

Hilltop Lane (from Beginning Milepost 0.00 to Ending Milepost 0.03)

Holly Lane (from Beginning Milepost 0.00 to Ending Milepost 0.05)

Maple Lane (from Beginning Milepost 0.00 to Ending Milepost 0.05)

Strafford Drive (from Beginning Milepost 0.00 to Ending Milepost ~~0.33~~ **0.45**)

Terra Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)

Windsor Drive (from Beginning Milepost 0.00 to Ending Milepost 0.38)

Woodleaf Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)

Section 4. **Authority to act.**

The Council Chair, Secretary and Clerk, the County Administrator, County Attorney, and Public Works Director are 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. **Controlling provisions.**

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

Section 7. **Effective date.**

This ordinance is effective upon Third Reading and approval of the donation and acceptance by the South Carolina Department of Transportation Commission.

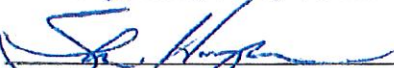
AND IT IS SO ORDAINED

Dated this 18th day of May, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

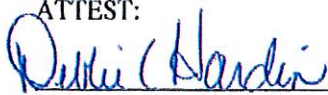


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: April 27, 2015
Second Reading: May 11, 2015
Public Hearing: May 18, 2015
Third Reading: May 18, 2015

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1362

COUNTY OF LANCASTER

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AN ORDINANCE

TO CORRECT NUMBERING ERRORS IN A PRIOR ORDINANCE APPROVING THE DONATION OF CERTAIN COUNTY ROADS TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TO ACCEPT CERTAIN ROADS FROM THE STATE OF SOUTH CAROLINA INTO THE COUNTY ROAD SYSTEM; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County Council approved Ordinance 2015-1350 on May 18, 2015;
- (2) the South Carolina Department of Transportation noted there were four numbering errors in the ordinance; and
- (3) it is the purpose of this ordinance to correct those numbering errors.

Section 2. Roads to be donated.

The Council authorizes and approves the donation of the following roads, which are a part of the Lancaster County Road System, to the South Carolina Department of Transportation:

Carmel Road (from S-29-853 to S-29-~~373~~371)

Hammond Carnes Road (from S-29-~~875~~874 to S-29-330) (contingent upon developer donating Regent Parkway to SCDOT)

Laurel Avenue (from S-29-~~485~~495 to terminus)

Section 3. Roads to be accepted.

The Council authorizes and approves the acceptance of the following roads, which are a part of the South Carolina Department of Transportation into the Lancaster County Road System:

Strafford Drive (from Beginning Milepost 0.00 to Ending Milepost 0.~~33~~45)

Section 4. Authority to act.

The Council Chair, Secretary and Clerk, the County Administrator, County Attorney, and Public Works Director are 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. Controlling provisions.

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

Section 7. Effective date.

This ordinance is effective upon third reading and approval of the donation and acceptance by the South Carolina Department of Transportation Commission.

AND IT IS SO ORDAINED, this 10th day of August, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	July 13, 2015	Tentative
Second Reading:	July 27, 2015	Tentative
Third Reading:	August 10, 2015	Tentative

Approved as to form:

John Weaver, County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1363

AN ORDINANCE

TO AMEND CHAPTER 2, ARTICLE VI (LANCASTER COUNTY PROCUREMENT CODE) SO AS TO ADD TO SECTION 2-257 (METHODS OF SOURCE SECTION) A NEW EXCEPTION TO COMPETITIVE SEALED BIDDING; TO AMEND SECTION 2-260 (PROCEDURES FOR PROCUREMENTS NOT EXCEEDING \$25,000.00); TO ADD A NEW SECTION RELATING TO A LOCAL VENDOR PREFERENCE PROVISION.

WHEREAS, upon the recommendation of the Procurement Officer and the Administrator, County Council has determined that it is in the best interest of Lancaster County to amend its Procurement Code so as to update and modify certain provisions so as to insure the most efficient and effective means by which the county governs the management, method, control and procurement of supplies, services and materials procured by the County.

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

1. Section 2-257 is amended so as to add a subsection (h) as an exception to the requirement that contracts be awarded by competitive sealed bidding. The new subsection shall relate to "Special/Unusual Procurements and shall be further defined within Division 3 of the Lancaster County Code as follows:

"A Special/Unusual Procurement is the acquisition by Lancaster County of personal property, services and improvements to real property without competition, subject to the approval of the County Administrator or designee. Lancaster County is justified in utilizing a special/unusual procurement when it has a need that has a unique requirement that the use of the procurement methods would not responsibly satisfy or further the interests to Lancaster County."

2. Section 2-260 is amended as follows:
 - a. **Purchases under \$2,500.00.** Small purchases not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars may be accomplished without securing competitive quotations if the prices are considered to be reasonable.
 - b. **Purchases from \$2,500.01 to \$25,000.00.** Purchases between Two Thousand Five Hundred & 01/100 (\$2,500.01) Dollars to Twenty Five Thousand (\$25,000.00)

Dollars may be accomplished by solicitation of quotes from a minimum of three qualified sources and documentation of the quotes submitted with the purchase requisition.

3. The Lancaster County Procurement Code and the Lancaster County Code of Ordinances are amended so as to add a Local Vendor Preference provision as follows:

The lowest local responsible and responsive bidder who is within three (3) percent with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or bids, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the county shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in the section, the county shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the county's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the county's own best interest.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Debbie Hardin

Department: Council

Date Requested to be on Agenda: 6-22-15

Issue for Consideration:

Appointment of various boards and commission members for new 4 year terms to begin upon Council's approval.

Points to Consider:

Airport Commission:

District 2: Doug Barnes 4th – four year term. Mr. Barnes served his 2nd term for 1 year during the transition with the ordinance change of lining up with Council member terms. This term will require a 2/3 majority vote.

Construction Board of Appeals:

Alternate position: Chad Catledge – 4 year term

District 3: Jerry Carnes – term ending 6-30-2017

Historical Commission:

Advisory Position: Fred Catoe – new 4 year term

Cathy Catoe – new 4 year term

Robbie Knight- new 4 year term

Bunny King – 2nd four year term

Pleasant Valley Fire Fee District

Brian Endres – 2nd four year term

Marshal Rock – 2nd four year term

Zoning Appeals Board

District 2: Dr. Lavilla Brevard – 2nd four year term

Funding and Liability Factors: n/a

Council Options:

A motion would be required to appoint the new terms as listed.

Recommendation: Appoint new terms.

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT – ERWIN FARM

We have received notification that we were awarded the Community Development Block Grant for the sewer line repairs/ upgrades in the Erwin Farm area. Councilman Larry Honeycutt was instrumental in this grant application. As Council will recall, there is no county funding involved in this grant. It is 100% sewer line work and the City of Lancaster, who will oversee the project as it is their lines, will pay the local match.

SW



July 1, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: Azteca America, YouToo, Outdoor Channel (SD & HD), RFD HD, ReelzChannel (SD & HD), Gol TV (SD & HD), Pivot, Boomerang, Boomerang Espanol, Cartoon Network (SD & HD), Cartoon Network Espanol, CNN (SD & HD), CNN Espanol, HLN (SD & HD), TBS (SD & HD), TCM (SD & HD), TNT (SD & HD), truTV (SD & HD), HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, NBC Sports Network (SD & HD), GMA Pinoy TV, GMA Life TV.

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned: None at this time.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, July 13 th	6:30 p.m.	Regular Council Meeting
Tuesday, July 14 th	8:00 a.m.	Public Safety Council Conference Room
Tuesday, July 14 th	3:00 p.m.	I&R Committee Council Conference Room
Thursday, July 16 th	4:30 p.m.	Administration Committee Council Conference Room
Monday, July 27 th	6:30 p.m.	Regular Council Meeting
Saturday, August 1 st Thru Tuesday, August 4 th		Hilton Head – SCAC Institute of Government and Annual Conference
Sunday, August 2 nd	4:30 p.m.	County Council Workshop Hilton Head, SC
Monday, August 10 th	6:30 p.m.	Regular Council Meeting
Tuesday, August 11 th	8:00 a.m.	Public Safety Council Conference Room
Tuesday, August 11 th	3:00 p.m.	I&R Committee Council Conference Room
Thursday, August 20 th	4:30 p.m.	Administration Committee Council Conference Room

LANCASTER COUNTY STANDING MEETINGS

3rd Thursday of each month 4:30 p.m. ... Administration Committee
 2nd Tuesday of each month 3:00 p.m. ... Infrastructure and Regulation Committee
 2nd Tuesday of each month 8:00 a.m. ... Public Safety Committee
 1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month 9:00 a.m. ... Development Review Committee, Council Chambers
 2nd Tuesday of each month 6:30 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month 6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov) 11:45 a.m. ... Health & Wellness Comm., various locations
 2nd Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:30 p.m. ... Planning Commission, County Council Chambers
 Quarterly (2nd Monday -March , June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room