

# Lancaster County Council Workshop and Regular Meeting Agenda

Monday, June 22, 2015

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

1. **Workshop Discussion** 5:30 p.m.
  - a. **UDO Rewrite Update – Penelope Karagounis and Kara Drane -pgs. 5-37**
2. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
3. **Welcome and Recognition – Chairman Bob Bundy**
4. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
5. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
6. **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]*
7. **Chairman Comments – Bob Bundy**
8. **Consent Agenda**
  - a. **Minutes of the following Council Meetings:**
    1. **June 8, 2015 Regular Meeting –pgs. 38-45**
  - b. **3<sup>rd</sup> 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. *(Favorable – Planning Commission) Council passed 7-0 at the May 18, 2015 Council Meeting. Penelope Karagounis – pgs.46-47*

## 9. Non-Consent Agenda

### *Ordinance Readings*

a. **3rd Reading of 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 2<sup>nd</sup> Reading on April 27<sup>th</sup>. 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 3<sup>rd</sup> reading. Planning Commission approved by a vote of 5-0 with conditions. John Weaver and Penelope Karagounis– pgs. 48-68*

b. **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. *Council passed 7-0 at the June 8, 2015 Council Meeting. Veronica Thompson – pgs.69-71*

c. **Discussion/Action Item: LCEDC Health Insurance Benefit - Jack Estridge – pg. 72**  
(This item is placed here prior to the budget reading as it may impact the budget)

d. **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. *Council passed 7-0 at the June 8, 2015 Council Meeting. Veronica Thompson – pgs. 73-85*

e. **2<sup>nd</sup> 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 1<sup>st</sup> reading following the Planning Commission meeting. Planning Commission recommended by at vote of 6-1. Council approved 1<sup>st</sup> reading June 8, 2015. John Weaver and Penelope Karagounis – pgs. 86-89*



**f. 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. *Planning Commission recommended by at vote of 7-0.*

*Penelope Karagounis – pg. 90-99*

**g. 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. *Planning Commission recommended by a vote of 7-0.*

*Penelope Karagounis – pg. 100-113*

**h. 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. *Planning Commission recommended by a vote 60. I&R Committee to report at the meeting. – John Weaver – pgs. 114-153*

**i. 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. *Planning Commission recommended by a vote of 6-0. I&R Committee to report at the meeting.- John Weaver – pgs. 154-164*

**10. Discussion and Action Items**

- a. Twelve Mile Creek Trail at Walnut Creek Park – *Penelope Karagounis and Hal Hiott – pg. 165*
- b. Update on status of Regent Parkway – *Councilman Carnes, Steve Willis and Jeff Catoe – pg. 166*

- c. Large Aircraft Apron at Lancaster Airport FAA Grant – *Steve Willis and Paul Moses (Favorable – I&R Committee) – pgs. 167-172*
- d. Lancaster County Board and Commission appointments – *Debbie Hardin – pg. 173*
- e. LCEDC Board Nominations – *Chairman Bundy – pgs. 174-175*

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System
- b. 3<sup>rd</sup> Reading of Ordinance 2015-1357 regarding the Collins Road Development Agreement and Ordinance 960

**12. Miscellaneous Reports and Correspondence – pgs. 176-180**

- a. Solicitor's Office Grant
- b. Report to Council regarding Planning Commission duties during the moratorium.

**13. Calendar of Events – pg. 181**

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

**15. Executive Session**

- a. *Personnel Matter 30-4-70(a)(1) discussion of a person regulated by a public body – Bob Bundy*
- b. *Update on Cybersecurity SC 30-4-70(3) – Steve Willis*
- c. *Contractual Matter – potential sale of property – Steve Willis*

**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](http://www.mylancastersc.org)



# Unified Development Ordinance



## ***County Council Meeting***

*Project Update – June 22, 2015*

# Agenda

## 1. Opening Prayer

2. Reading of the Word

3. Singing of the Hymns

## 4. Presentation of the Offering

5. Prayer of the People

6. Communion

7. Closing Prayer



# Project Status

## Project Details

Project Name	Project ID	Project Manager	Project Status
Project A	101	John Doe	In Progress
Project B	102	Jane Smith	Completed
Project C	103	Mike Johnson	On Hold
Project D	104	Sarah Brown	Planned
Project E	105	David White	In Progress
Project F	106	Emily Green	Completed
Project G	107	Chris Black	On Hold
Project H	108	Alex Black	Planned
Project I	109	Olivia Black	In Progress
Project J	110	Noah Black	Completed

# Project Status









## Project Reference

Project Name	Project ID	Project Manager	Project Status	Project Start Date	Project End Date	Project Budget	Project Location	Project Description
Project A	101	John Doe	Completed	2023-01-01	2023-03-31	\$100,000	New York	Website Redesign
Project B	102	Jane Smith	In Progress	2023-04-01	2023-06-30	\$200,000	Los Angeles	Mobile App Development
Project C	103	Mike Johnson	On Hold	2023-07-01	2023-09-30	\$150,000	Chicago	Cloud Migration
Project D	104	Sarah Brown	Planned	2023-10-01	2023-12-31	\$75,000	San Francisco	Marketing Campaign
Project E	105	David Wilson	Completed	2022-11-01	2022-12-31	\$50,000	Seattle	IT Infrastructure Upgrade

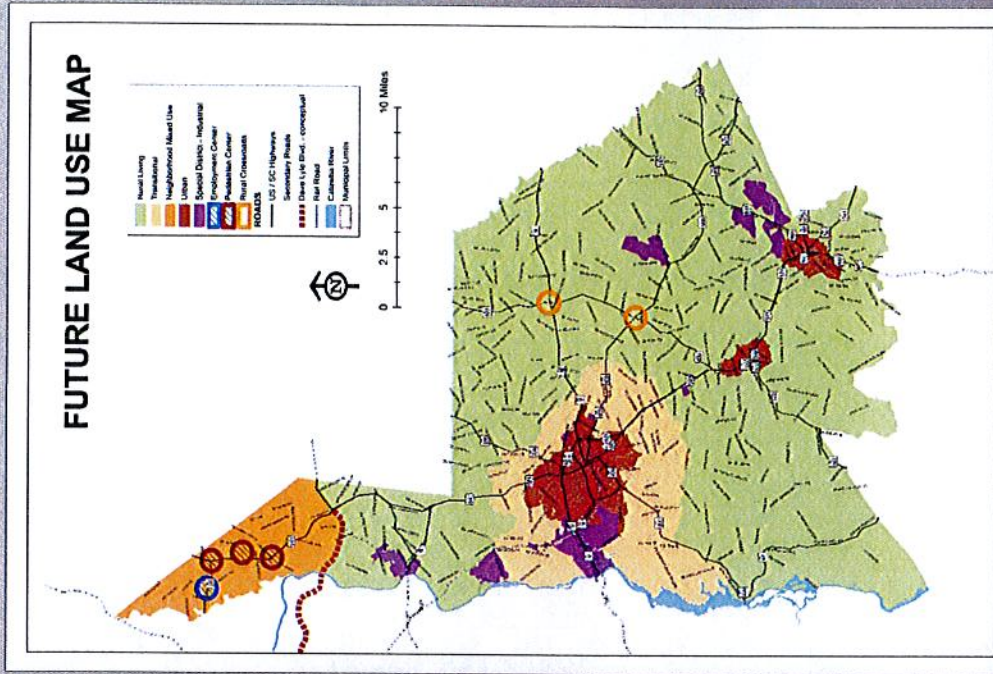


# Future Land Use

The UDO Update Project is intended to implement the Comprehensive Plan and to enhance all local economies by emphasizing the unique opportunities that exist within the various types of communities in Lancaster County.

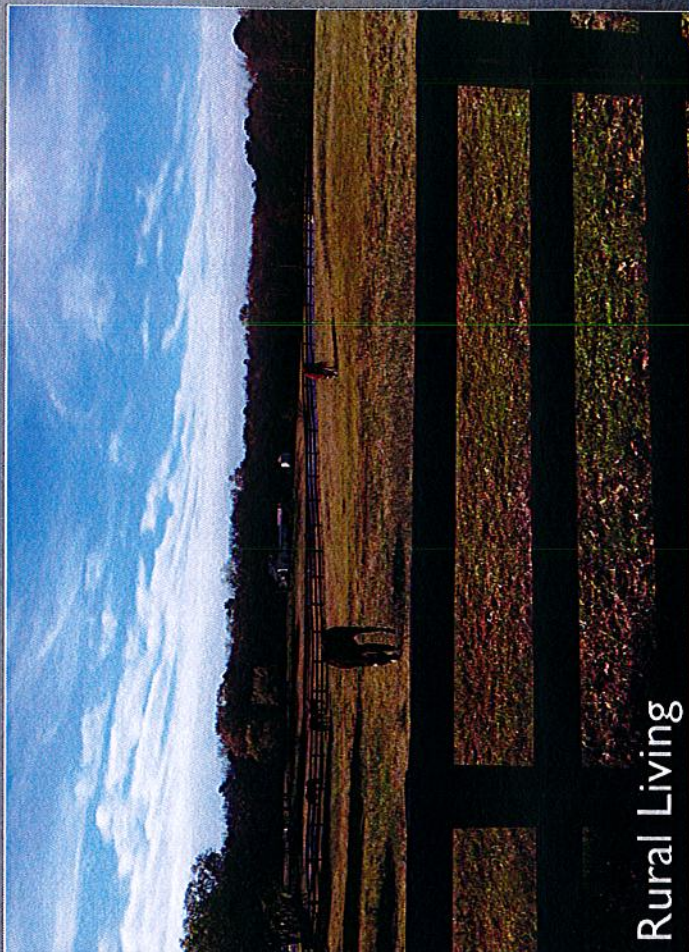
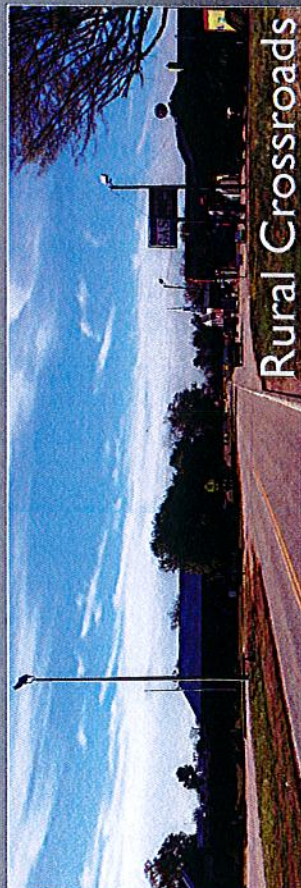
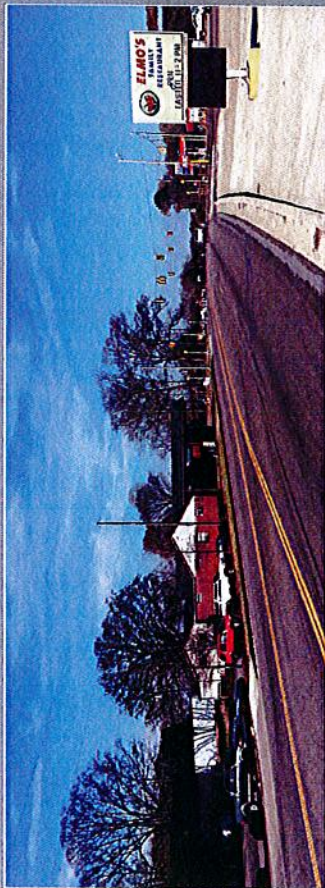
CONNECT COMMUNITY TYPE	FUTURE LAND USE CATEGORY
Rural Living	 Rural Living
Suburban SF/MF Residential & Commercial	 Transitional
Walkable Neighborhood	 Neighborhood Mixed Use
Walkable Neighborhood w/ additional intensity	 Urban
Industrial Center	 Special District - Industrial
<b>SPECIAL CENTERS</b>	
Suburban Office Center	 Employment Center
Walkable Activity Center	 Pedestrian Center
Rural Living w/ additional commercial uses	 Rural Crossroads

Lancaster County Comprehensive Plan 2014 – 2024





# Lancaster County Images



Rural Living





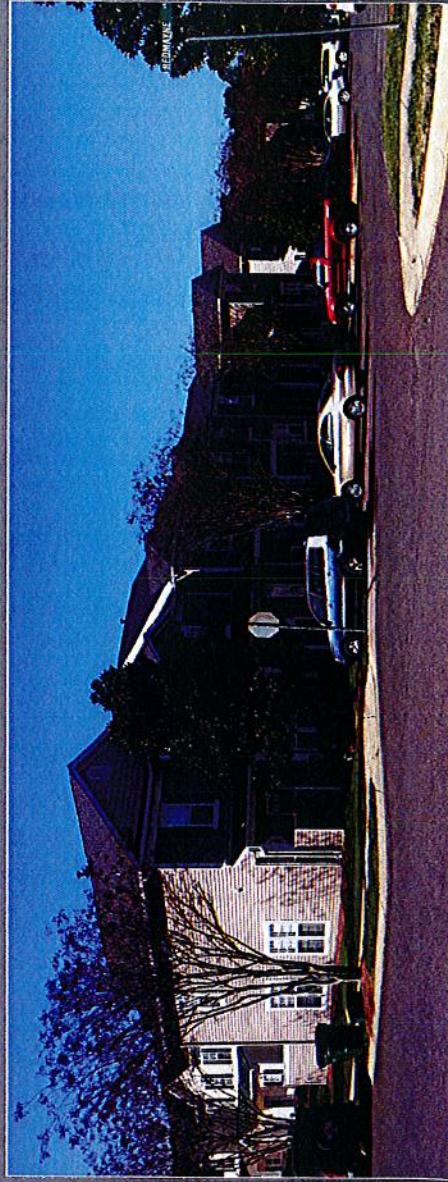
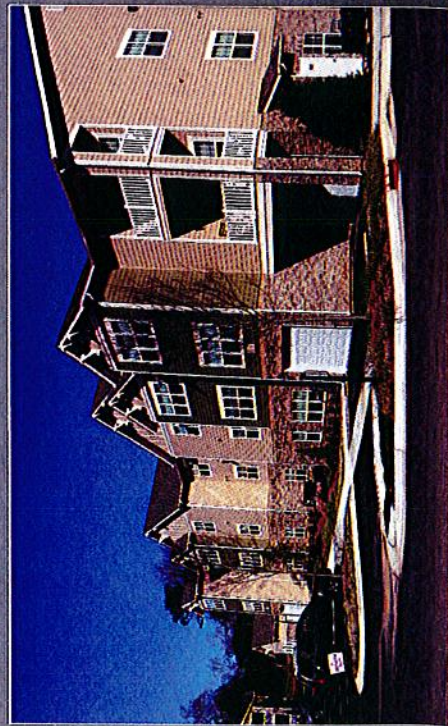
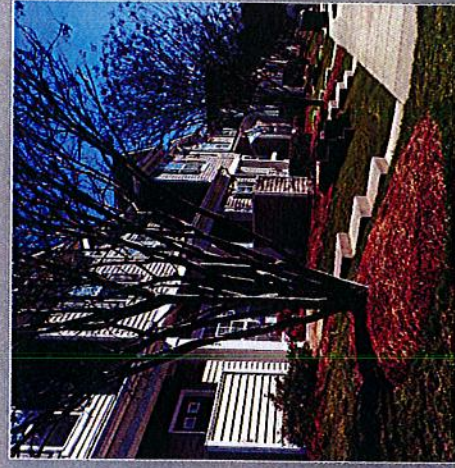
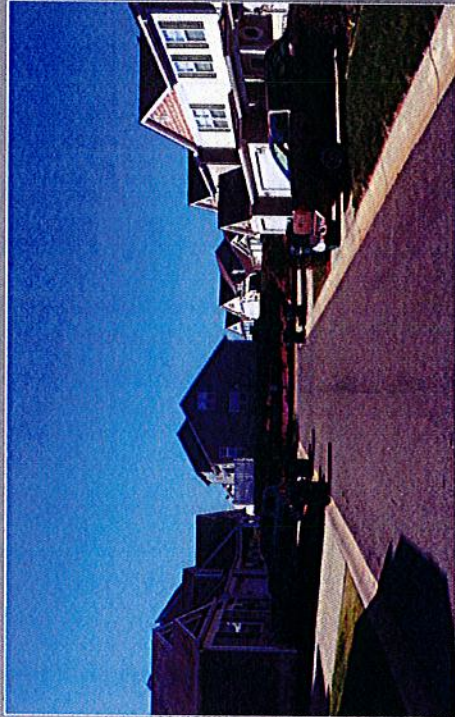
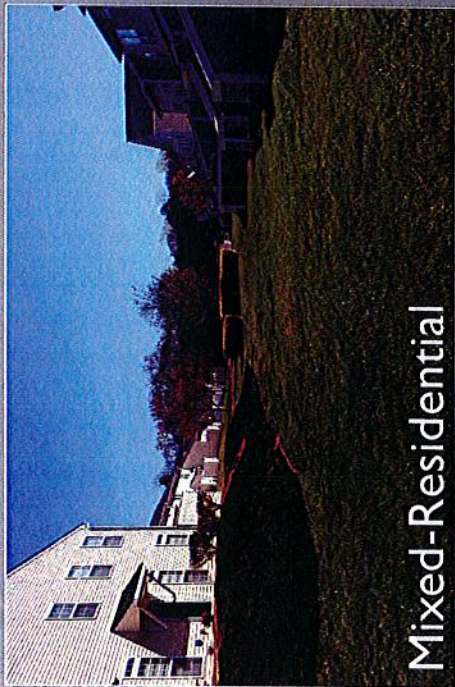
# Lancaster County Images



## Employment Centers



# Lancaster County Images





# Existing UDO Organization

Chapter - Title	Chapter - Title	Chapter - Title
1 – Title, Purpose & Jurisdiction	9 – Nonconforming Situations	17 – Open Space
2 – Zoning Districts & Zoning Map	10 – Signs	18 – Amendments
3 – Permissible Uses	11 – Parking	19 – Definitions
4 – Conditional & Special Exception Uses	12 – Landscaping Requirements	20 – Information Required with Applications
5 – Density & Dimensional Regulations	13 – Land Development Regulations (Subdivisions)	21 – Specifications for Street Design & Construction
6 – Permit Approval	14 – Streets & Sidewalks	22 – Guide for Landscaping
7 – Enforcement & Review	15 – Utilities	23 – Development Agreements
8 – Administrative Mechanisms	16 – Flood, Drainage, Stormwater, Sediment, & Erosion Controls	

*Not including the three Code of Ordinance Chapters: 9) Flood Damage Prevention; 20) Modular & Mobile Homes; and 26) Roads, Bridges & Public Ways.*



*Draft*

# UDO Organization

Chapter - Title	Chapter - Title
1 – Purpose & Applicability	7 – General Development Standards
2 – District Standards	8 – Natural Resources Protection
3 – Supplemental & Temporary Use Standards	9 – Nonconformities
4 – General Provisions for All Districts	10 – Administration
5 – Building & Design Standards	11 – Violations & Penalties
6 – Subdivision & Infrastructure Standards	12 – Definitions



*Draft*

## **Proposed Zoning Districts**

- Rural Residential Districts
- General Residential Districts
- Mixed-Use Districts
- Business Districts
- Industrial / Special Districts



# Draft Rural Residential Districts

Agricultural Residential / AR



R-45A (5,910)  
R-30D (1,020)  
R-30S (563)

Rural Residential / RR



R-45 (289)  
R-45B (4,369)

Rural Business / RUB



New District

Mobile Home / MH



R-15D (743)  
R-15S (1,017)  
R-30D (1,020)  
R-30S (563)  
Manufactured Home Park  
(65)

Existing Districts

(x) indicates current number of parcels



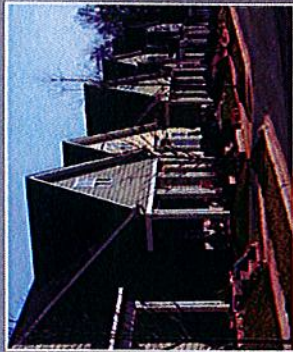
# Draft General Residential Districts

Low Density Residential /  
LDR



R-15P (3,174)  
R-30 (5,210)  
R-30P (996)  
R-45 (289)

Medium Density Residential  
/ MDR



R-15 (6,473)

High Density Residential /  
HDR



Multiple Family Residential /  
Agricultural (203)

Existing Districts  
(x) indicates current number of parcels



# **Draft** **Mixed-Use Districts**

Urban Residential / UR



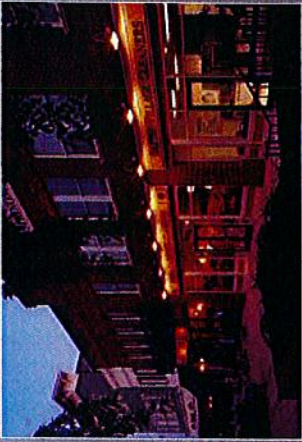
PDDs without commercial

Residential Mixed-Use / RMX



PDDs with multi-modal access to commercial

Mixed-Use / MX



New District

Industrial Mixed-Use / IMX



New District

**Existing Districts**  
Currently 8,382 parcels within 19 PDDs  
32% Residential Only and 68% Residential & Commercial



# *Draft* Business Districts

Professional Business / PB



B-1 (32)

Neighborhood Business / NB



B-2 (152)

General Business / GB



B-3 (996)

Regional Business/ RB



New District

*Existing Districts*  
(X) indicates current number of parcels



# *Draft* Industrial / Special Districts

Light Industrial / LI



I-1 (187)

Heavy Industrial / HI



I-2 (72)  
B-4 (18) As a possible  
Special Exception

Institutional / INS



New District

Open Space / OS



New District

*Existing Districts*  
(x) indicates current number of parcels  
Mining District also an Industrial / Special District



**Draft**

## **Overlay Districts**

- Airport Overlay District
- Carolina Heelsplitter Overlay District
- Equestrian Overlay District
- Floodplain & Floodway Overlay District
- Highway Corridor Overlay District
- Historic Overlay District

**Proposed**

## **Zoning Map Approach\***

- Easy to Use
- Widely Accessible
- Multiple Opportunities for Input

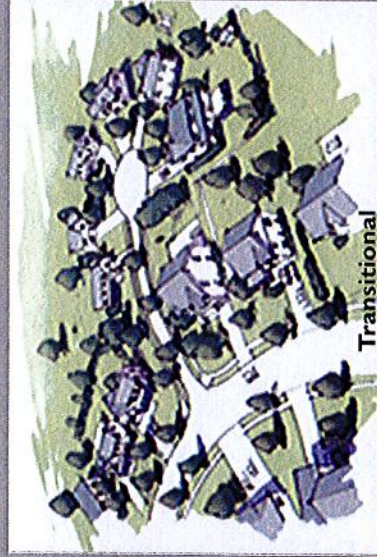


# Rural Living to Mixed-Use Districts

Density can support rural preservation goals for rural living or for walkable development goals for mixed-use districts – balance for all types.



Rural Living



Transitional



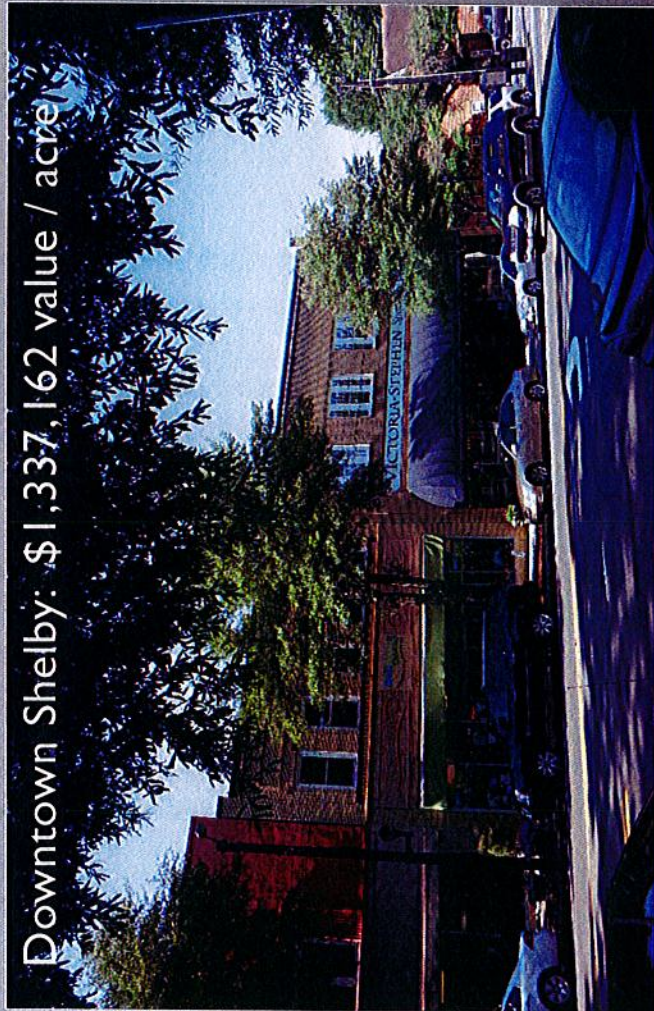
Employment & Pedestrian Centers

Lancaster County Comprehensive Plan 2014 – 2024

*"It is not density that makes a neighborhood appealing or appalling, but form – the street layout, arrangement of buildings, quality of architecture, and use of open space."*

Excerpt from Visualizing Density by Julie Campoli and Alex S. MacLean. © 2007 by the Lincoln Institute of Land Policy, Julie Campoli, and Alex S. MacLean.





Downtown Shelby: \$1,337,162 value / acre

## Value Per Acre Comparison

Value in more dense areas is generally 2.5 x greater than lower dense areas.

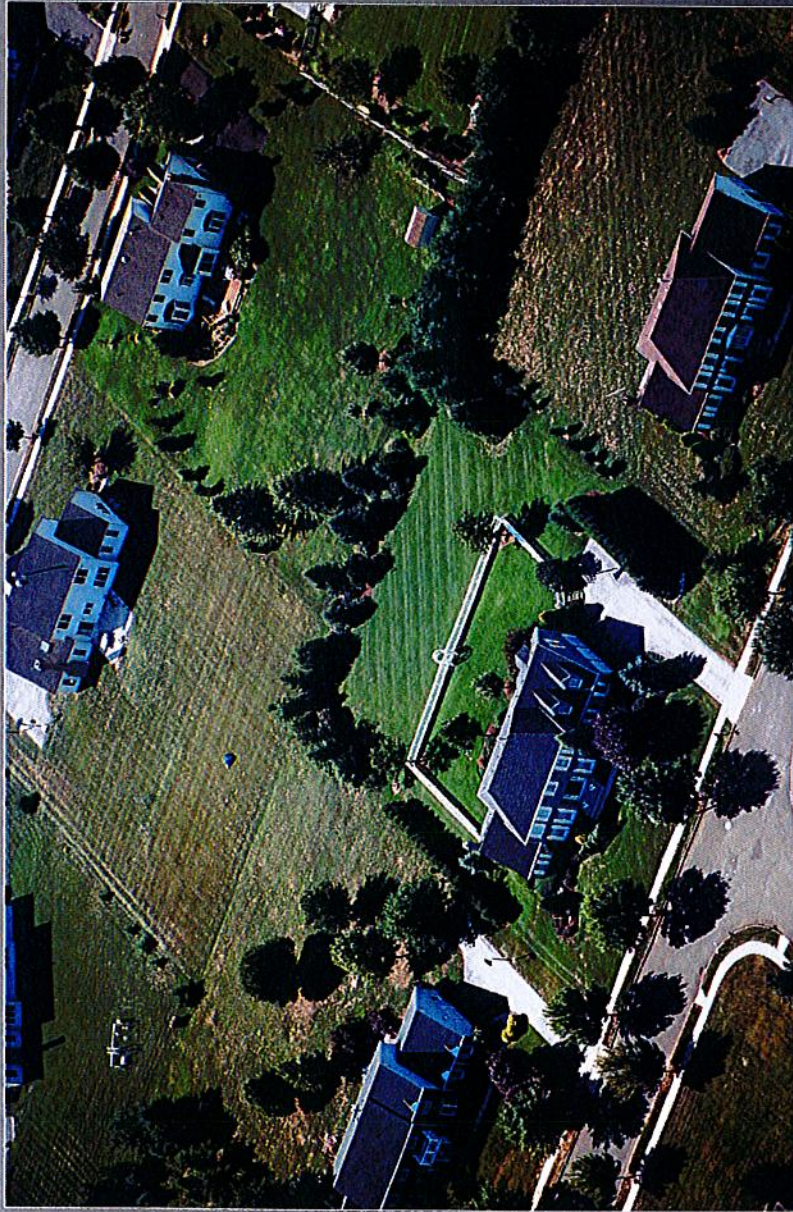
Source: Urban3



Cleveland Mall: \$337,708 value / acre



**Densities: 1 – 4 units per acre**

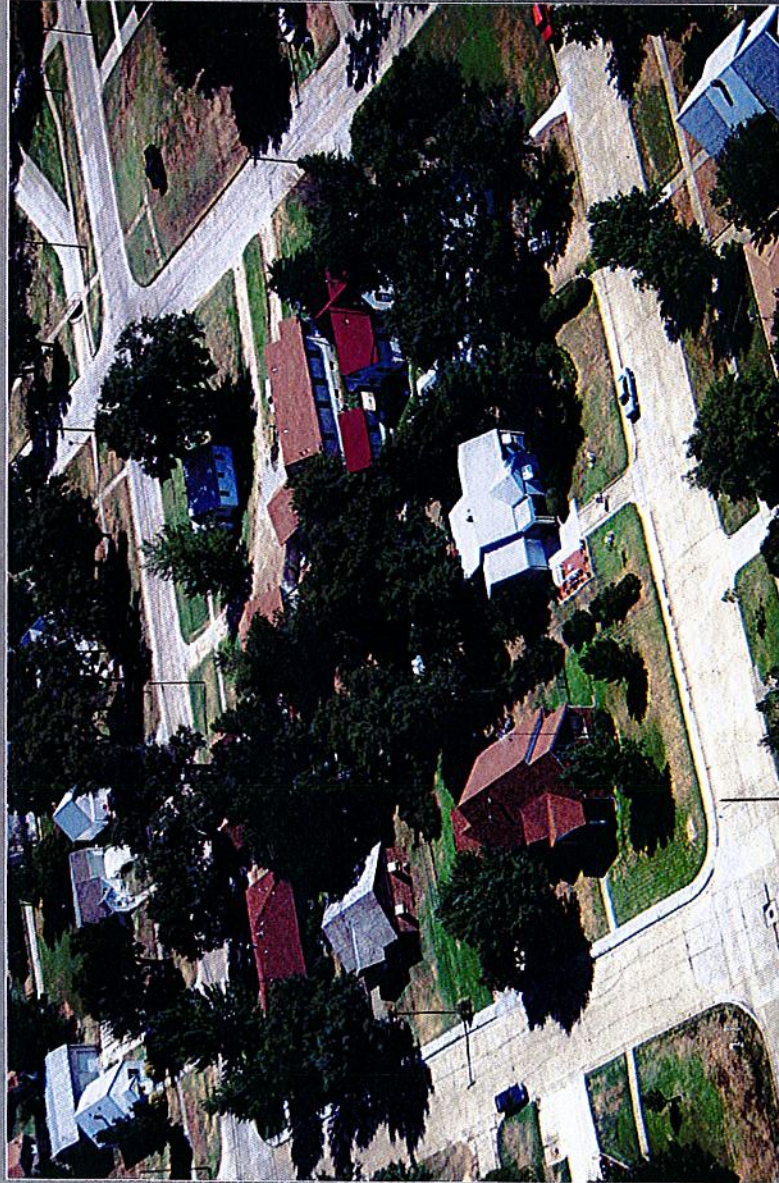


**1.1 units / acre**  
Edinburg, NJ

© Alex S. MacLean



**Densities: 1 – 4 units per acre**

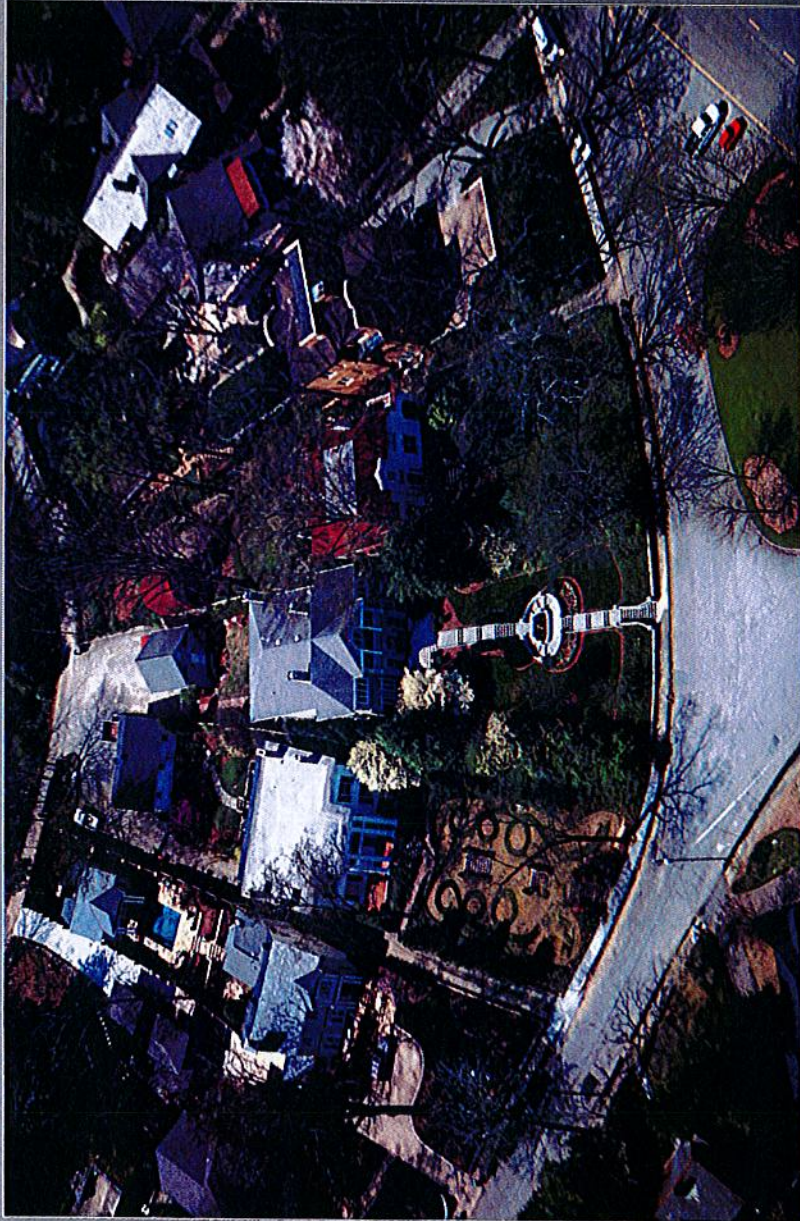


**2.5 units / acre**  
Goodland, KS

© Alex S. MacLean



**Densities: 4 – 5 units per acre**



**4.8 units / acre**  
Atlanta, GA

© Alex S. MacLean



**Densities: 4 – 5 units per acre**



**4.8 units / acre**  
Charlotte, NC

© Alex S. MacLean



**Densities: 4 – 5 units per acre**



**5.2 units / acre**  
Beaufort, SC

© Alex S. MacLean



**Densities:** Approximately 8 units per acre

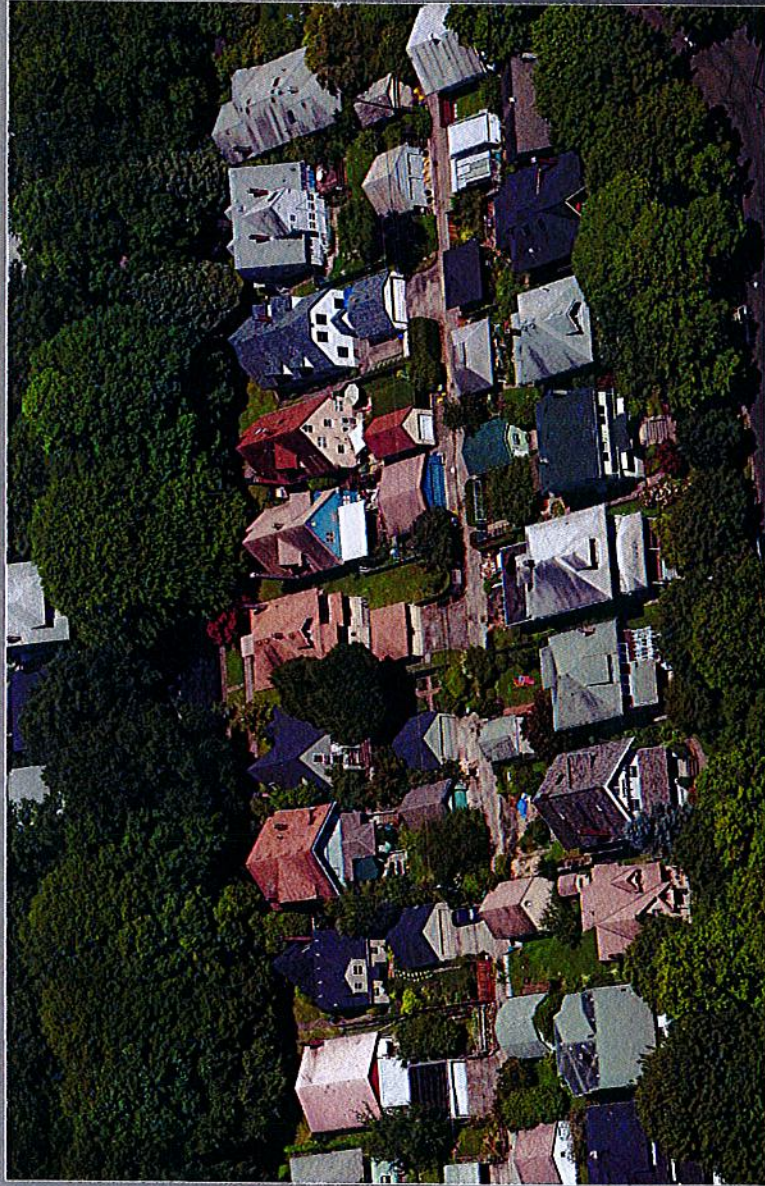


8.3 units / acre  
Charleston, SC

© Alex S. MacLean



**Densities:** Approximately 8 units per acre



8.9 units / acre  
Portland, OR

© Alex S. MacLean



**Densities:** Approximately 8 units per acre



7 - 9 units / acre

Hattiesburg Midtown Master Plan, 2013



**Densities:** Greater than 8 units per acre

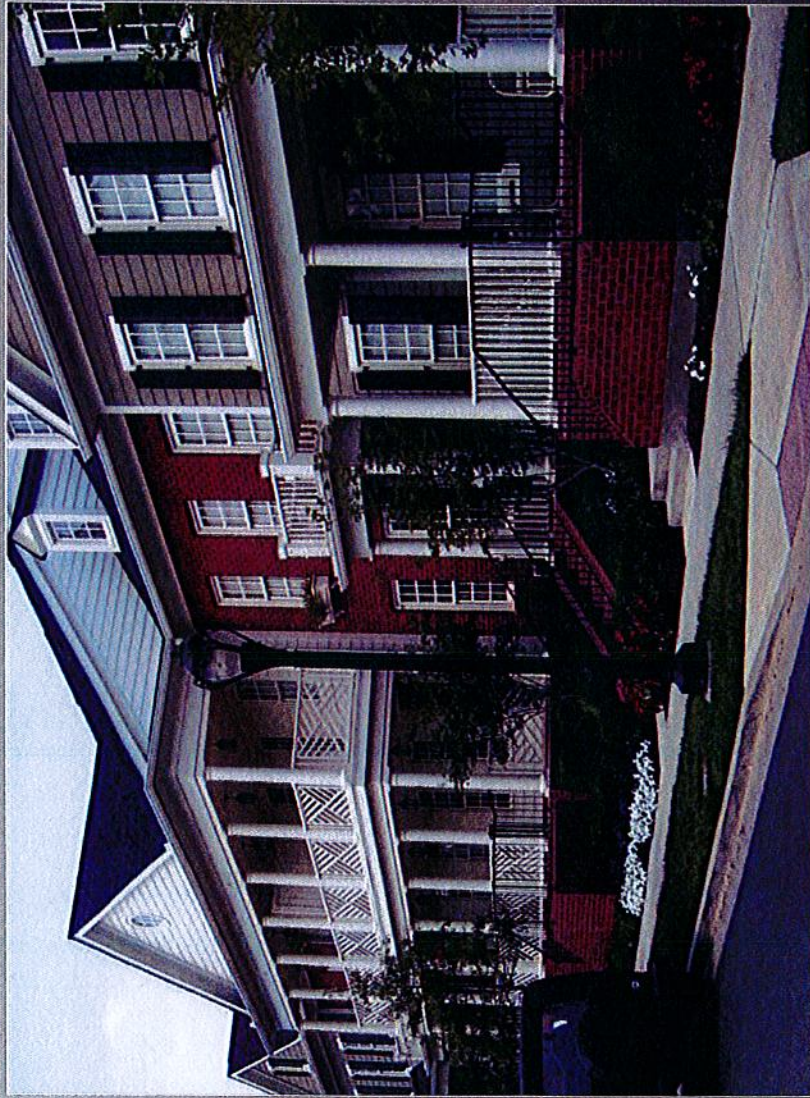


10 units / acre  
Lake Oswego, OR

© Alex S. MacLean



**Densities:** Greater than 8 units per acre



12 – 16 units / acre

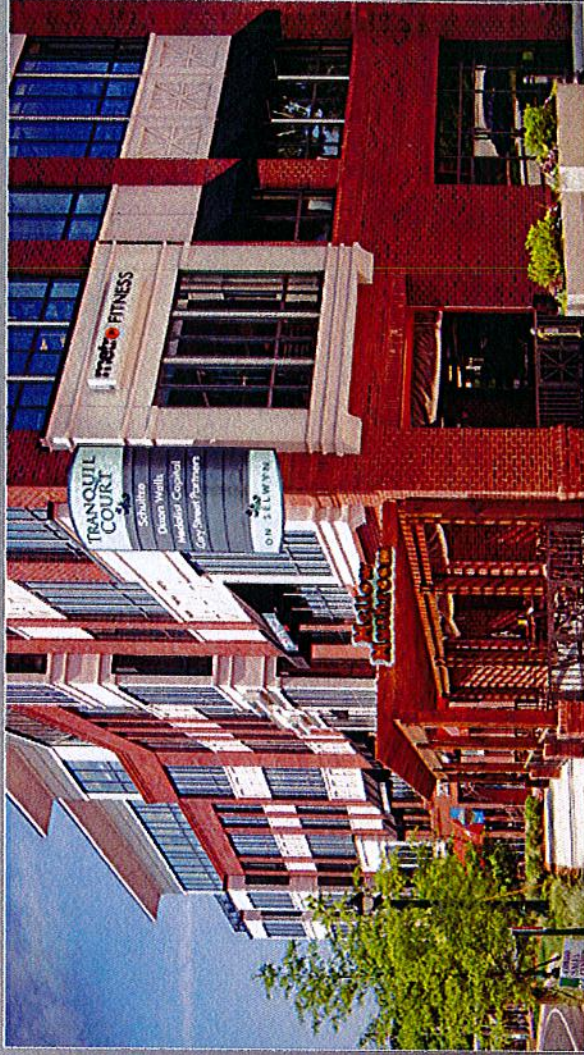
*Harrisburg Midtown Master Plan, 2013*



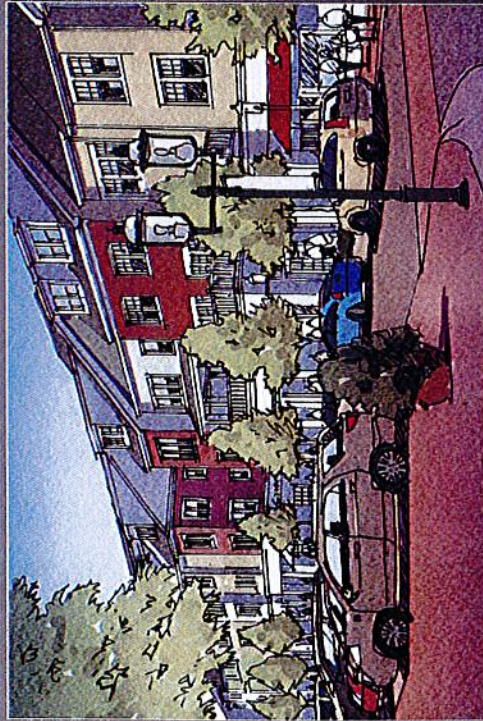
# Densities: Employment Centers & Pedestrian Centers



Hartiesburg Midtown Master Plan, 2013



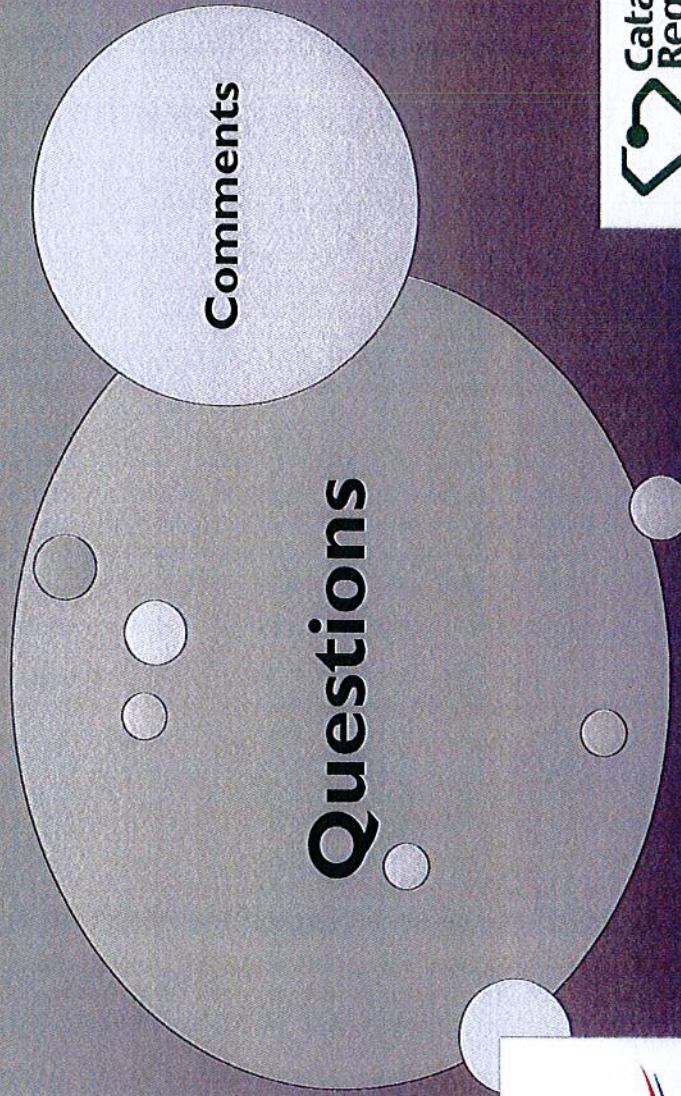
Tranquil Court, Myers Park, BB&M / Approximately 20 units / acre



Lancaster County Comprehensive Plan 2014-2024



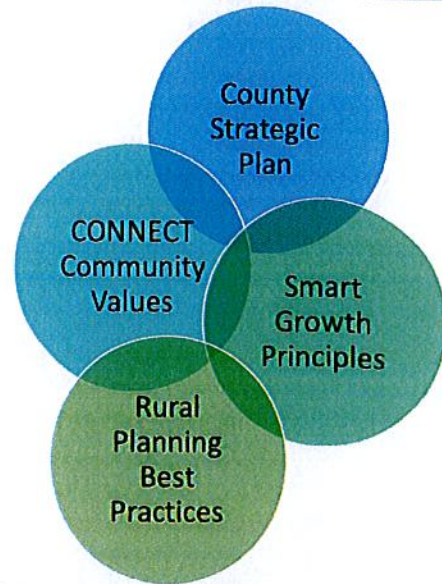
# Ideas / Suggestions







# Comprehensive Plan Guiding Principles





Timeframe and Work Program



Unified Development Ordinance Update - Phases I & II

WORK ITEM	2015												2016	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Planning Staff Review Meetings														
UDO Review Committee Meetings														
Draft UDO Update for Phase One Chapters and Zoning Concept Map														
Draft an Administrative Manual on Application Submittal Process														
Planning Commission Update & Monthly Workshops														
County Council Update														
Draft the Remaining Chapters for the UDO Update														
Draft Proposed Zoning Map														
Finalize Administrative Manual on Application Submittal Process														
Coordinate and Conduct Community Meetings and/or Focus Groups														
Planning Commission Public Hearings on Updated UDO														
Revisions to Final Updated UDO As Needed														
County Council Adoption of Updated UDO														
Complete Updated Zoning Map														
Planning Commission Public Hearings on Updated Zoning Map														
Revisions to Final Zoning Map As Needed														
County Council Adoption of Updated Zoning Map														

Phase I - UDO Update and Zoning Concept Map (January 2015- June 2015) -----  
 Phase II - Final UDO Update and Zoning Map (July 2015 - Feb 2016) -----

May 13, 2015





*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 Regular Meeting**

101 N. Main Street, Lancaster, SC 29720

Monday, June 8, 2015

6:30 p.m.

**DRAFT**

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, Virginia Burgess, 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.

### **Welcome and recognition/pledge of allegiance and invocation**

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

### **Approval of the agenda**

Brian Carnes made a MOTION to approve the agenda. SECONDED by Charlene McGriff. Passed 7-0.

### **Citizen Comments**

Jane Tanner, 7041 Whittingham Drive, Lancaster, spoke about the moratorium, forensic audit and Lancaster being the 26<sup>th</sup> fastest growing County.

Jerry Catledge, 2048 Nations Ford Road, Rock Hill, SC, spoke regarding Ordinance 2015-1353, rezoning of property at 1109 Tenth Street, Lancaster.



Ben Levine, 5062 Terrier Lane, Indian Land, SC, spoke about the moratorium.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, SC, spoke regarding Ordinance 2015-1346, and PDD-26.

Wanda Rosa, 86614 Arrington Road, Indian Land, SC, spoke about the moratorium and forensic audit.

Gary Holland, 8728 Collins Road, Indian Land, SC, spoke regarding Ordinance 960 & 959.

Hubie Tolson, New Burn, NC, yielded his time.

Kelly High, Rock Hill, SC, yielded her time.

Steve Willis reported for the record that Mr. John Baker sent in comments as well as numerous citizens in regard to the moratorium.

### **Chairman Comments**

Chairman Bob Bundy said that he had an opportunity to attend a Fire Commission meeting and he really appreciates all that they do. He encouraged the other Council Members to attend their meetings.

### **Consent Agenda**

#### **a. Minutes of the following Council Meetings:**

1. **May 11, 2015 regular meeting**
2. **May 18, 2015 regular meeting**

#### **b. 3rd Reading of Ordinance 2015-1353 regarding rezoning the property of Ruby D. Catledge**

An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Ruby D. Catledge, represented by Jerry Catledge, located at 1109 Tenth Street from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto.

#### **c. 2nd 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



- d. **Resolution 0878-R2015**, A Resolution expressing appreciation to Sheriff's Investigator Douglas Deese and authorizing a gift to him by Lancaster County of his service sidearm on the occasion of his retirement .
- e. **Resolution 0879-R2015**, A Resolution to approve a bond executed by the Lancaster County Sheriff in the sum of Ten Thousand (\$10,000.00) Dollars.

Larry Honeycutt made a MOTION to approve Consent Agenda items 7a – 7e. SECONDED by Charlene McGriff. Passed 7-0.

## **Non-Consent Agenda**

### ***Ordinance Readings***

#### **Public Hearing and 3rd Reading of Ordinance 2015-1346 regarding the Collins Road PDD26 {38 people were in attendance}**

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.

A Public Hearing was held and two people spoke:

Gary Holland, 8728 Collins Road, Indian Land, SC, spoke regarding concerns with the Ordinance and requested Planning Commission to review Section 4.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, SC, spoke about concerns with Roy Hardin Park and Inspiration Network.

John Weaver, Attorney, stated that Mr. Holland and Mr. Wilson are correct and that it is improper to remove three (3) parcels from the PDD-26. Upon research he stated that it is necessary that if it is not going to be sent back to the Planning Commission that an amendment be made. He referenced a handout, attached as schedule A. The amendment should state that although three (3) parcels have been transferred out, all parcels remain part of the PDD-26 and they are all subject to the benefits and restrictions noted in this Ordinance.

Penelope Karagounis, Planning Director, stated for the record that Inspiration Network is aware that this property is part of the PDD-26.

MOTION was made by Larry McCullough to defer this Ordinance to the Planning Commission. SECONDED by Jack Estridge. MOTION failed by a vote of 2-5. Larry McCullough and Jack Estridge in favor; Charlene McGriff, Bob Bundy, Steve Harper, Larry Honeycutt and Brian Carnes opposed.



MOTION was made by Charlene McGriff to amend Ordinance 2015-1346 to include the amended language regarding Section 4 Jurisdiction as discussed by the County Attorney. (The language is attached, as schedule A, for reference). SECONDED by Steve Harper. Passed 7-0.

Charlene McGriff moved to defer the amended ordinance to Planning Commission. SECONDED by Brian Carnes. Passed 6-1. Steve Harper opposed.

**Public Hearing and 2nd Reading of Ordinance 2015-1355 regarding the FY 2014-2015 Budget Amendments {38 people were in attendance}**

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.

A Public Hearing was conducted and no one spoke.

MOTION was made by Larry Honeycutt to approve 2<sup>nd</sup> Reading of Ordinance 2015-1355. SECONDED by Steve Harper. Passed 7-0.

**Public Hearing and 2<sup>nd</sup> Reading of Ordinance 2015-1356 regarding the FY2015-2016 Budget {38 people in attendance}**

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.

A Public Hearing was conducted and no one spoke.

MOTION was made by Steve Harper to approve 2<sup>nd</sup> Reading of Ordinance 2015-1356. SECONDED by Brian Carnes. Passed 7-0.

**2<sup>nd</sup> 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.

MOTON was made by Steve Harper to approve 2<sup>nd</sup> Reading of Ordinance 2015-1357. SECONDED by Charlene McGriff. Passed 4-3. Bob Bundy, Larry McCullough and Brian Carnes opposed.



## **1<sup>st</sup> Reading of Ordinance 2015-1351 regarding a moratorium**

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.

Larry Honeycutt moved to approve Ordinance 2015-1351. SECONDED by Charlene McGriff.

Brian Carnes moved to amend Ordinance 2015-1351 correcting a scrivener's error under 1b to read "Effective June 8, 2015" instead of "Effective May 18, 2015". SECONDED by Charlene McGriff. Passed 7-0.

Brian Carnes moved to amend Ordinance 2015-1351 to include June 8, 2015 as the start date for the moratorium and March 8, 2016 as the end date; if Council so chooses then June 8, 2016 could be an extended end date. SECONDED by Larry Honeycutt. Passed 7-0.

Council voted 7-0 to approve the Ordinance 2015-1351 as amended.

Larry McCullough moved to invoke the Pending Ordinance Doctrine on the Moratorium. SECONDED by Brian Carnes. Passed 7-0.

Brian Carnes requested that Planning Staff report to Council what they will be doing during the Moratorium (i.e., their role with the Catawba Regional Council of Government in writing the UDO, etc.)

## **Discussion and Action Items**

### **Board and Commission appointments**

#### District 4

Airport Commission – George Flanders – 2<sup>nd</sup> Term  
Assessment Appeals – Patrick Kania – 4<sup>th</sup> Term  
Community Relations – Samuel Bracey – 1<sup>st</sup> Term  
Construction Board of Appeals – Terry Shropshire – 3<sup>rd</sup> Term  
Health and Wellness – Lori Roney – 1<sup>st</sup> Term  
Historical Commission – J.B. "Bill" Knight – 3<sup>rd</sup> Term  
Planning commission – James Barnette – 1 Term  
Joint Recreation – Erica Abbott – 3<sup>rd</sup> Term  
Library Board – Phyllis Jarvis – 1<sup>st</sup> Term  
Zoning Board of Appeals – Don Brouwer – 3<sup>rd</sup> Term

#### At-large

Health and Wellness – Cheryl Plyler – 2<sup>nd</sup> Term  
Health and Wellness – Dona Parson – 1<sup>st</sup> Term At-large (served 1 term representing District 4)



Larry Honeycutt made a MOTION to approve all of the above Board and Commission appointments. SECONDED by Charlene McGriff. Passed 7-0.

## **Change order for Airport Taxiway Grant**

Steve Willis, Administrator, explained that this is a change order to include changing all of the taxiway lights to LED. This change would cost \$40,000, however, the percentage amount for FAA funding is 90%. There is also a potential underrun of \$175,000 on the asphalt costs and there would be a substantial savings in the cost of operating the new bulbs over time.

Charlene McGriff made a MOTION to approve the change order for the Airport Taxiway Grant. SECONDED by Steve Harper. Passed 7-0.

## **Forensic Audit information**

John Weaver explained that he was directed to get the cost, scope and definition of a forensic audit for Council's consideration. He presented the lowest cost estimate proposal from Baucknight, Pietras & Stormer, PA to Council.

Charlene McGriff moved to request LCEDC's approval and cooperation for an independent CPA firm to conduct an audit of the corporation's financial books and records. Charlene McGriff further moved to authorize the Administrator to enter into a contract with Baucknight, Pietras & Stormer, PA pursuant to the terms set forth in the proposal. SECONDED by Larry Honeycutt. Passed 4-3. Brian Carnes, Larry McCullough and Jack Estridge opposed.

Jack Estridge moved to extend the audit back 12 years. Larry McCullough SECONDED. Motion failed by a 2-5 vote. Larry McCullough and Jack Estridge in favor; Charlene McGriff, Bob Bundy, Steve Harper, Larry Honeycutt and Brian Carnes opposed.

Councilman McCullough requested that Mr. Willis provide cost on what has been spent on the LCEDC structure, Alliance and bylaws.

## **Discussion of proposed 2015 Lancaster County Economic Development Corporation's Bylaws**

Jack Estridge moved to approve the 2015 LCEDC Bylaws. SECONDED by Brian Carnes.

MOTION was made by Brian Carnes to amend the motion by stating that Articles I, II, III, V, IX, X, XI, XII, XIII, and XIV are acceptable as they are presented. SECONDED by Steve Harper. Passed 7-0.

MOTION was made by Charlene McGriff to amend the language in Article IV, Section IV(b)(ix) to read as follows: "to engage in incentive negotiations as directed by County Policy to induce capital investment and job creation." SECONDED by Brian Carnes. Passed 7-0.



Brian Carnes moved to include Article IV as amended. Steve Harper SECONDED. Passed 7-0.

Charlene McGriff moved to amend Article VI, Section VI(e) revising the language to read "Eight (8)" of the seventeen (17) directors shall be classified as ex officio directors. The eighth ex officio member is to be a representative of the Chamber of Commerce. SECONDED by Brian Carnes. Passed 6-1. Jack Estridge opposed.

MOTION was made by Brian Carnes that beginning with July 1, 2015, that the board begin with staggered terms of service. SECONDED by Larry Honeycutt. Passed 7-0.

MOTION was made by Charlene McGriff that members of the LCEDC Board live in Lancaster as a residency requirement. SECONDED by Larry Honeycutt. Motion Failed by a vote of 4-3. Brian Carnes, Jack Estridge and Larry McCullough opposed. (Must have 2/3 majority vote of Council to pass).

MOTION was made by Brian Carnes to amend the language in Article VI, Section VI(d) to read as follows: "No Director, except those serving ex officio, or those appointed to fill an unexpired term, shall serve more than two consecutive terms. SECONDED by Steve Harper. Passed 5-2. Larry McCullough and Larry Honeycutt opposed.

MOTION was made by Steve Harper to amend Article VI, Section VI(e), as it relates to the Town of Kershaw, Lancaster County School District and Town of Heath Springs to modify the language the same as the City of Lancaster. SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge.

Charlene McGriff moved to amend Article VI, Section VI(e), deleting the section of the sentence that states "In addition, a representative of the Lancaster County Planning Office shall attend meetings in a non-voting advisory capacity." SECONDED by Steve Harper. Passed 7-0.

MOTION was made by Brian Carnes to amend Article VI, Section VI(g), rewording the 2<sup>nd</sup> sentence to read as follows: Members may also be *recommended for removal* by the Board of Directors for violations of the LCEDC Board Members Roles & Responsibilities Policy. SECONDED by Larry McCullough. Passed 7-0.

MOTION was made by Charlene McGriff to amend Article VI, Section VI(j), so as to require the LCEDC's annual audit be provided to the County's Financial Director not later than October 31<sup>st</sup> of each year. SECONDED by Larry McCullough. Passed 6-1. Jack Estridge opposed.

MOTION was made Larry Honeycutt to deny Article VII, Section VII(d). SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

MOTION was made by Charlene McGriff to delete Article VII, Section VII(e). SECONDED by Larry Honeycutt. Passed 6-1. Jack Estridge opposed.



Larry Honeycutt moved to delete Article VII, Section VII(f). SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

MOTION was made by Larry McCullough that a statement be added to Article VII, that LCEDC Board comply with state law regarding the Freedom of Information Act. SECONDED by Steve Harper. Passed 6-1. Larry Honeycutt opposed.

MOTION was made by Charlene McGriff to amend Article VIII, Section VIII(c), deleting the following language from the last line of the paragraph "but such removal shall be without prejudice to the contract rights, if any, of the person so removed". SECONDED by Larry Honeycutt. Passed 5-2. Larry McCullough and Jack Estridge opposed.

MOTION was made by Larry Honeycutt to amend Article VIII, Section VIII(d), removing the following language, "The County Administrator shall assist the Corporation in securing any resources of the County necessary in order to undertake its enumerated purposes". SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

Jack Estridge moved to approve the 2015 LCEDC Bylaws as amended. SECONDED by Brian Carnes. Passed 7-0.

It is the intention of Council that these amended bylaws be sent to the Lancaster County Economic Development Board for their review and approval and then back to Council for 1<sup>st</sup> Reading of an Ordinance.

### **Executive Session**

Charlene McGriff made a MOTION to move Executive Session to the next scheduled Council Meeting. SECONDED by Steve Harper. Passed 7-0.

### **Adjournment**

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

Respectfully Submitted:

Approved by Council, June 22, 2015

Virginia C. Burgess  
Deputy Clerk to Council

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Steve Harper, Secretary



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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1354

**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 US HWY 521 FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT 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) Lancaster Real Estate, LLC/Red Ventures, LLC applied to rezone property located south of Potts Lane and east of US HWY 521 from R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial 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 B-3, General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-105.00, 0005-00-107.00, 0005-00-108.00, 0008-00-014.00, 0008-00-030.00.

**Section 3. Severability.**

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



**Section 4.      Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 5-18-15	Passed 7-0
Second Reading: 6-8-15	Passed 7-0
Third Reading: 6-22-15	Tentative

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## 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

PGK

**Issue for Consideration:** Prior to 3<sup>rd</sup> 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.



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)(i) 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:

<b>Land Use</b>	<b>Min. Setback</b>	<b>Min. Side Yard</b>	<b>Min. Rear Yard</b>
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:

<b>Land Use</b>	<b>Maximum Building Height</b>
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:

<b>Land Use</b>	<b>Minimum Lot Size*</b>
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:

<b>Land Use</b>	<b>Minimum Lot Width</b>
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 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.

(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 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 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:



	<b>Street Standards</b>	<b>R/W Width</b>
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, prior to the installation of water and sewer for the development or any of its components, the developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. 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 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 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 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<sup>st</sup> reading:            April 13, 2015  
2nd reading:          April 27, 2015  
Public Hearing:        June 8, 2015  
3rd reading:           June 22, 2015



**EXHIBIT A**

**411 Acre Collins Road Site**

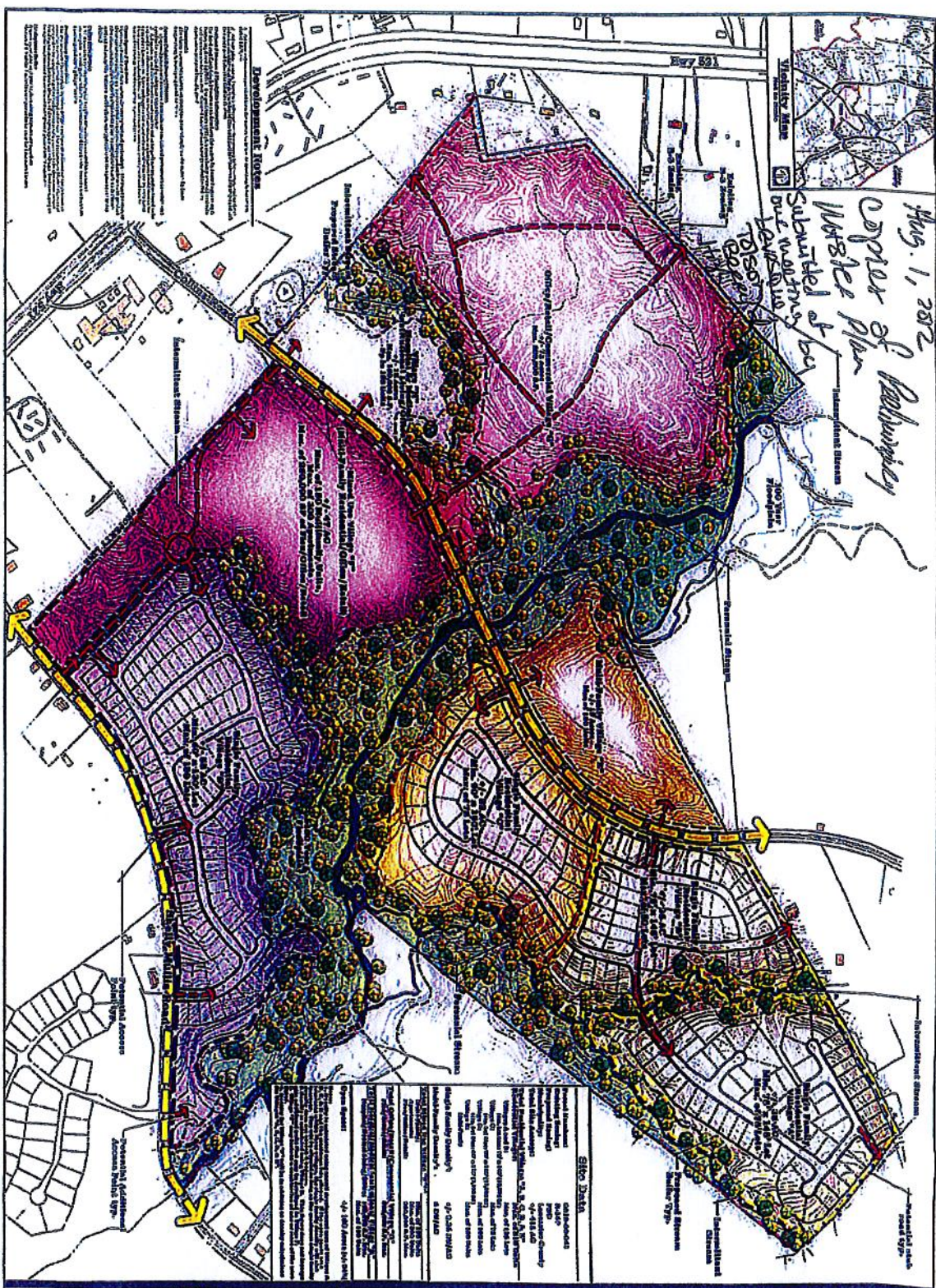
**Planned Development District (PDD-26)**

**Master Plan (2 maps)**

See attached.

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1D lattice



## CONTENTS

**411 Acre  
Collins Road  
Site**

Preliminary  
Master Plan  
PDD 26 #=

**LC TUTOR**  
**COMPUTING INC.**  
4401 Longwood Ave. North, Suite 110  
Oak Hills, KY 40363  
Call 1-800-325-7245

**COLLEGE AND ASSOCIATION**  
EDUCATION & STUDIES

**U-10**

## CONJUGATE REACTION

[illegible]


 ESP  
 Engineering & Planning  
 2/19/2008



**EXHIBIT B**

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

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VICINITY MAP NOT TO SCALE

**• Admission** By the first meeting of Planning Committee on January 29, 2004 Mayor and Councilmen will discuss the staff report and the findings of the study and make a decision as to whether or not to accept the study costs. The annual cost would be to include 2-3 full-time staffed by hourly clerks at this position plus the fee charged to the town \$25,000 per year. The fee would be paid to the State of New Hampshire. The fee would be paid to the State of New Hampshire. The fee would be paid to the State of New Hampshire.

**VILLAGES A, B, C, & D-Proposed Units**

Category	Units
A) Approved Subdividing Village A & C	180 lots
B) Subdividing Preliminary Plan Village B & D	120 lots
C) Subdividing Final (pending)	240 lots

**PDD-25 Total Units within Zoning**  
**Overall Unit Summary- Collins Road PDD 25:**

**What is the main purpose of the study?**  
To investigate the effect of the use of a mobile learning application on the learning outcomes of students in a mathematics course.

**What is the research design?**  
A quasi-experimental design was used, involving a pre-test and a post-test.

**What is the sample size?**  
The sample size was 40 students, divided into two groups of 20 students each.

**What is the data collection instrument?**  
The data collection instrument was a mathematics test consisting of 10 questions.

Stratification Output	
Age Group	0110-0124, 0125-0139, 0140-0154, 0155-0169, 0170-0184, 0185-0199, 0200-0214, 0215-0229
Gender	4150-4159, Male
Location	10000-10009, SO
Language	English French Portuguese
	Various Single Family Residential
Rating	Rating Portuguese
	F00-03 F00-04
Year/Date	2017-10-01
Program/Service/Spec	1.03, 02/02
Program/Service/Spec	4-01.01, Home
Program/Service/Spec	4-01.01, Home
Program/Service/Spec	18, 01/01
Grouping/Service/Spec	Grouping/Service/Spec
	1.03, 02/02

[illegible][illegible][illegible]

SL	DATE	DESCRIPTION	AMT
1	2023/01/01	OPENING BALANCE	1000000
2	2023/01/05	SALES	500000
3	2023/01/10	PAYROLL	200000
4	2023/01/15	RENT	100000
5	2023/01/20	SALES	750000
6	2023/01/25	PAYROLL	200000
7	2023/01/30	RENT	100000
8	2023/02/05	SALES	600000
9	2023/02/10	PAYROLL	200000
10	2023/02/15	RENT	100000
11	2023/02/20	SALES	800000
12	2023/02/25	PAYROLL	200000
13	2023/03/01	RENT	100000
14	2023/03/05	SALES	900000
15	2023/03/10	PAYROLL	200000
16	2023/03/15	RENT	100000
17	2023/03/20	SALES	700000
18	2023/03/25	PAYROLL	200000
19	2023/03/30	RENT	100000
20	2023/04/05	SALES	850000
21	2023/04/10	PAYROLL	200000
22	2023/04/15	RENT	100000
23	2023/04/20	SALES	950000
24	2023/04/25	PAYROLL	200000
25	2023/05/01	RENT	100000
26	2023/05/05	SALES	1000000
27	2023/05/10	PAYROLL	200000
28	2023/05/15	RENT	100000
29	2023/05/20	SALES	1100000
30	2023/05/25	PAYROLL	200000
31	2023/05/30	RENT	100000
32	2023/06/05	SALES	1200000
33	2023/06/10	PAYROLL	200000
34	2023/06/15	RENT	100000
35	2023/06/20	SALES	1300000
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37	2023/06/30	RENT	100000
38	2023/07/05	SALES	1400000
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70	2023/12/15	RENT	100000
71	2023/12/20	SALES	2500000
72	2023/12/25	PAYROLL	200000
73	2023/12/30	RENT	100000
74	2024/01/05	SALES	2600000
75	2024/01/10	PAYROLL	200000
76	2024/01/15	RENT	100000
77	2024/01/20	SALES	2700000
78	2024/01/25	PAYROLL	200000
79	2024/01/30	RENT	100000

**PRELIMINARY PLAN (OVERALL)**

**QUEENSBRIDGE**

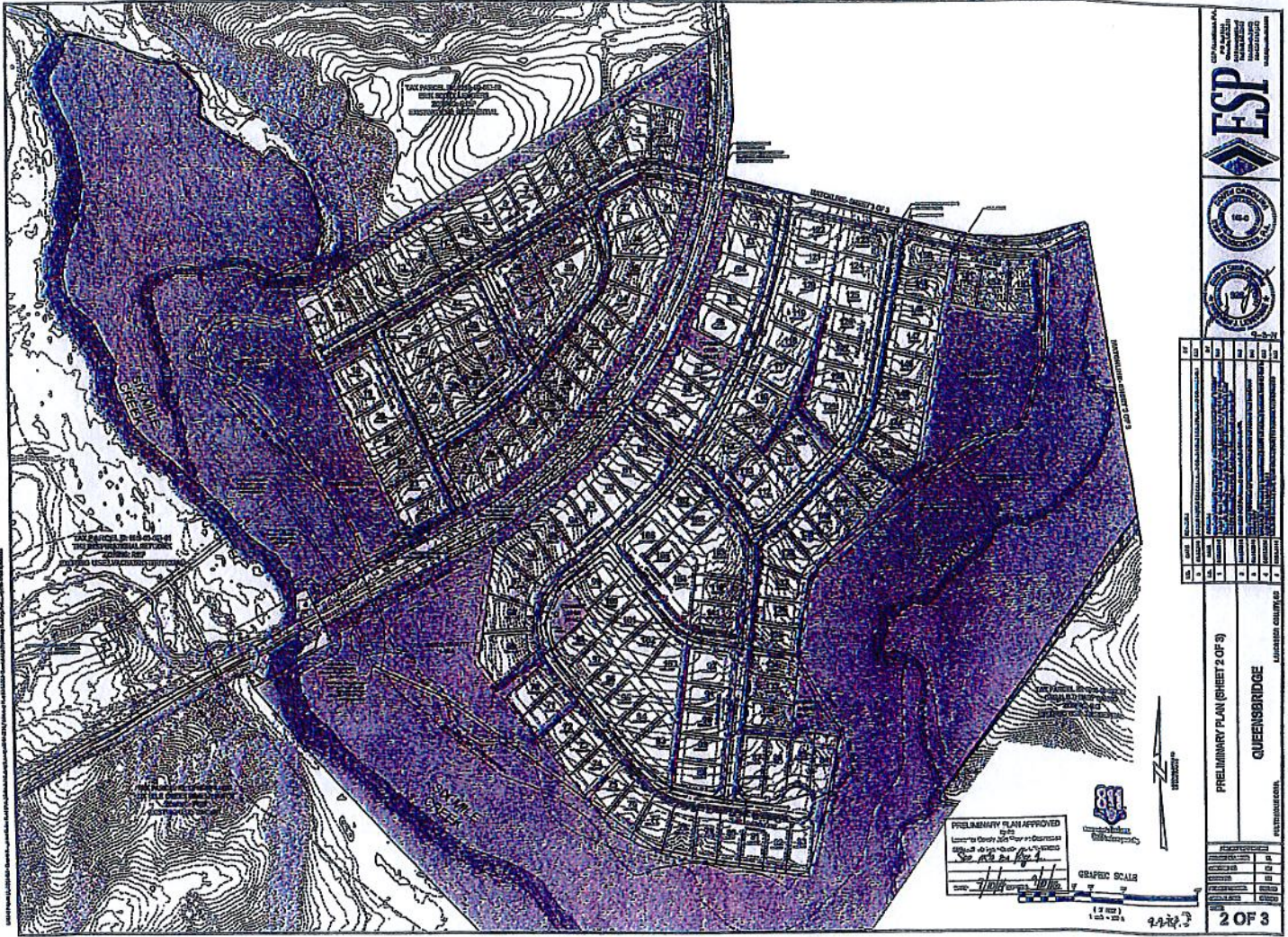
LAWRENCE, KOSOVITZ & CO.  
PLANNING AND DESIGN GROUP

PROJECT INFORMATION	
Project Name:	Q1
Client:	Q2
Date:	Q3/Q4
Location:	Q5/Q6
Scale:	Q7/Q8

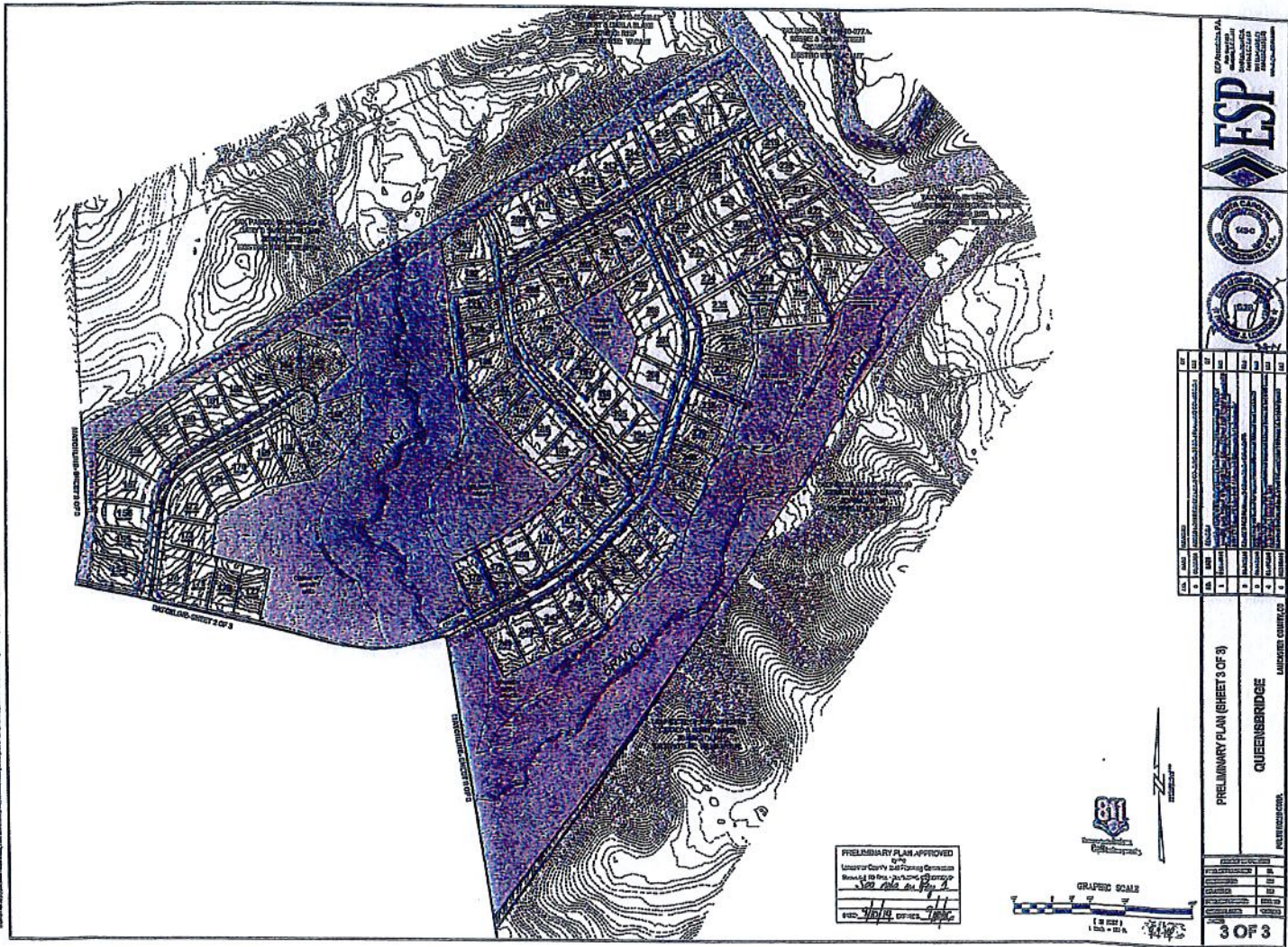
**1 OF 3**

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)  
)  
)

ORDINANCE NO. 2015-1355

~~Indicates Matter Stricken~~  
Indicates New Matter

### 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.

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

#### **Section 1. Appropriations; Detailed Budget.**

(a) Section 2. of Ordinance No. 2014-1276 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2014 and ending June 30, 2015 (FY 2014-2015):

APPROPRIATIONS	AMOUNT
Airport Fund	241,059
Capital Improvement Fund	1,318,000
Capital Project Sales Tax	8,000,000
County Debt	2,342,965
County Transportation Committee Fund	1,500,000
Court Mandated Security	1,152,675
E-911 Fund	406,150
General Fund	41,057,263
	42,524,316
Indian Land Fire Protection District Fund	454,025
Local Accommodations Tax Fund	35,000
Pleasant Valley Fire Protection District Fund	388,498
	418,498
Recreation Fund	2,231,168
	2,302,168
Victims Services Fund	87,605



(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2014-1276, for the following items:

General Fund			
	Supplemental Revenue- Donations	54,115	
	Supplemental Revenue- Vehicle Taxes	200,000	
	Supplemental Revenue- Fund Balance	767,938	
	Library Professional Services		78,715
	Sheriff- LASO		113,423
	Sheriff- IL Substation		79,115
	Public Works- Heavy Equipment		167,000
	Eco Dev/VA- Transfer to Bond Fund		280,000
	Public Safety- Radio Repairs		50,800
	EMS- QRV & Ambulance		253,000
	Supplemental Revenue- Lease Purchase Proceeds	445,000	
	Emergency Management- Lease Purchase Extrication Equipment		445,000
Pleasant Valley FD			
	Fund Balance	30,000	
	Utility Vehicle (Partial Funding)		30,000
Recreation Fund			
	Supplemental Revenue- Sale of Asset	71,000	
	Capital- Ball field Lights		71,000

#### **Section 4. Severability.**

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

#### **Section 5. Conflicting Provisions.**

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

#### **Section 6. Effective Date.**

This ordinance is effective upon Third Reading.



AND IT IS SO ORDAINED, this 22rd day of June, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

---

Bob Bundy, Chair, County Council

---

Steve Harper, Secretary, County Council

ATTEST:

---

Debbie C. Hardin, Clerk to Council

First Reading:	May 18, 2015	Passed 7-0
Second Reading:	June 8, 2015	Passed 7-0
Public Hearing:	June 8, 2015	
Third Reading:	June 22, 2015	Tentative

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## Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item – Related to Budget
Contact Person / Sponsor:	Councilman Jack Estridge
Department:	Council
Date Requested to be on Agenda:	June 22, 2015

**Issue for Consideration:**

Discussion of insurance for LCEDC employees.

**Points to Consider:**

The FY 15-16 proposed budget has all LCEDC funding going to the corporation in quarterly payments. As presented at 2<sup>nd</sup> reading and the public hearing, there is no funding authorization for Lancaster County to fund any insurance payments. That authority rests with the LCEDC Board.

**Funding and Liability Factors:**

The same funding as last year is in the FY 15-16 proposed budget.

**Council Options:**

Council has the option to amend the budget on 3<sup>rd</sup> reading.

**Recommendation:**

This matter has not been to any standing committee and comes to the Council as a request from a Council member. As the staff recommendation I recommend no change. The state (PEBA) is well aware that the LCEDC employees are not employees of Lancaster County. We are entering a new fiscal year. The budget has been designed so that LCEDC would handle all financial matters and we simply make quarterly contributions. LCEDC employees would not lose insurance coverage as COBRA would be available and the LCEDC Board could fund the employer portion of such if they so choose.



**ORDINANCE NO. 2015-1356**

**TO APPROPRIATE FUNDS AND APPROVE A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY 2015-16); TO SET MILLAGE RATES FOR THE LEVY OF 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.**

## **Section 1. Findings and Determinations.**

d. The budget approved by this ordinance was adopted in accordance with the applicable substantive and procedural requirements of the Code.



**Section 2.     Appropriations and Detailed Budget.**

A.     Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2015 and ending June 30, 2016 ("FY 2015-16"):

APPROPRIATIONS	AMOUNT
Airport Fund	254,842 255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
County Debt	1,859,931
County Transportation Committee Fund	1,450,000
Court Mandated Security	1,190,184 1,198,184
E-911 Fund	671,459
General Fund	45,096,126 44,906,126
Indian Land Fire Protection District Fund	520,000 522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	392,344
Recreation Fund	2,435,530 2,447,396
Victims Services Fund	86,411 86,605

B.     Except as may be otherwise provided in this ordinance, the appropriations contained in subsection A of this section are maximum and conditional, and are subject to reduction by action of County Council if the County's revenues fail to be sufficient to pay the appropriation, to the end that the expenditures of the County for FY 2015-16 shall not exceed its revenues and available carry forward funds.

C.     Monies appropriated in this ordinance must be expended in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the County, either existing or adopted subsequent to this ordinance.

D.     The detailed operating budget for the County, as contained in the Annual Financial Plan, is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved as the detailed budget for Lancaster County.

E.     1.     Certain monies are to be received by the County in the form of federal, state and local grants from non-county sources for specified public purposes and these monies, including any match, are budgeted for the specified public purpose upon the acceptance of the monies by majority vote of Council.



2. Donations received by the County from non-county sources for specified public purposes are budgeted for the specified public purpose.

3. The County may enter into a "lease financing agreement" to purchase capital items and the monies from these other financing sources and uses are budgeted upon approval by Council.

4. Budget amounts for encumbrances from the prior year will be automatically rolled forward and made as additions to the adopted budget.

### **Section 3. Tax Levy.**

A. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on the following millage rates, which reflect the sales tax rollback factor:

General Fund	<del>78.0</del> <del>80.7</del> <u>80.8</u>
Capital Improvement Fund	<del>4.4</del> <u>4.6</u>
County Debt	<del>7.0</del> <u>5.3</u>
USC-L	<del>4.1</del> <u>4.3</u>

B. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on millage imposed pursuant to Section 6-1-320(B):

Courthouse Fire – New Security Requirements	<del>3.4</del> <u>3.6</u>
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The millage imposed pursuant to this subsection is imposed to address funding needs arising from the recent courthouse fire and solicitor's office fire, both of which Council determines are catastrophic events within the scope of Section 6-1-320(B), and to comply with the Order of the South Carolina Supreme Court dated September 12, 2008 requiring the County to provide security for all County buildings housing court operations and records.

### **Section 4. Fee Schedule.**

For FY 2015-16, the taxes, fees and charges for the County are set at the levels provided in the Schedule of Taxes, Fees and Charges, attached to this ordinance as Exhibit A which is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved for use in FY 2015-16.

### **Section 5. Severability.**

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

### **Section 6. Conflicting Provisions.**

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

### **Section 7. Effective Date.**



This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this 22nd day of June, 2015

Ordinance No.2015-1356

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie Hardin, Clerk to Council

1 <sup>st</sup> reading:	May 18, 2015	Passed 7-0
2 <sup>nd</sup> reading:	June 8, 2015	Passed 7-0
3 <sup>rd</sup> reading:	June 22, 2015	Tentative
Public Hearing:	June 8, 2015	

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**COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES****FISCAL YEAR: 2015-2016****ATTACHMENT TO ORDINANCE NO: 2015-1356****1.00 ANIMAL CONTROL FEES****1.01 Medical Services Rendered**

Canine Heartworm Test	\$9.75
Bordetella Vaccine (Kennel Cough)	\$3.25
DHPP Vaccine	\$3.00
Panacur (includes 3 days)	\$1.50
Pyrantel (per dose)	\$0.50
Parvo Test	\$15.00
FIV/FelV/HW Feline Test	\$20.00
FVRCP Vaccine (4-way for Felines)	\$3.25

**1.02 Redemption Fees**

1st Offense (must also pay applicable daily shelter fee)	\$25.00
2nd Offense (must also pay applicable daily shelter fee)	\$50.00
3rd Offense (must also pay applicable daily shelter fee)	\$100.00
4th/ Subsequent Offenses (must also pay applicable daily shelter fee)	\$200.00

**1.03 Shelter Fees**

Daily shelter fee	\$5.00
Euthanization fee	\$10.00
Quarantine fee (must also pay applicable daily shelter fee)	\$25.00

**2.00 ASSESSOR FEES**

Line maps	\$5.00
Overlay maps	\$10.00

**3.00 AUDITOR FEES**

Temporary tag fee (does not include state charges)	Per tag	\$5.00
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**4.00 BUILDING DEPARTMENT FEES**

Fees established by Section will be doubled if work starts prior to obtaining required permits.

**4.01 Building Permits**

Description	Fee Amount
Floor area less than 120 sq. ft.	No fee unless inspection required - then \$15.00 per inspection
	*Exception: Building Permits shall not be required for one-story detached accessory structures which are valued at \$5,000.00 and less. Zoning permits are required for all structures.
Floor area of 120 sq. ft. or greater	Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions.
No Inspection Exception	\$25.00 Agricultural structures which require no subsequent electrical, gas, mechanical, plumbing, or structural inspection. Zoning permits are required for all structures.
Plan Review	When a set of plans is required by Section 106 of the International Building Code or by the building official and a plan review thereof, a plan review fee shall be submitted at the time of submitting the plans and specification for checking said plan checking fee shall be equal to one-tenth- ( 1/10) of the building permit fee as set forth above.
1st Re-inspection	\$50.00
2nd Re-inspection	\$100.00
3rd/ Subsequent Re-inspections ( reinspection fee increases \$250.00 per additional inspection after 3rd)	\$250.00

**4.02 Electrical Permit Fees (Schedule of fees for individual permits for particular jobs)**



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

Minimum Permit Fee		\$15.00
Valuation From/To	Fee Amount	
\$0	\$500	\$15.00
\$501	\$1,000	\$20.00
\$1,000	\$150,000	\$20.00 for the first one thousand, plus \$1.50 for each additional thousand or fraction thereof
\$151,000	Or More	\$243.00 for the first \$150,000.00, plus \$2.00 for each additional thousand or fraction thereof
1st Additional Inspection		\$50.00
2nd Additional Inspection		\$100.00
3rd/ Subsequent Additional Inspections ( <i>reinspection fee increases \$250.00 per additional inspection after 3rd</i> )		\$250.00

## 4.03 Gas Permit Fees

Minimum Permit Fee		\$15.00
Inspection Fees	Gas piping at one location - \$5.00 for 1-4 plus \$1.00 each additional outlet	
	Burners/furnaces/incinerators - \$5.00 for 1 plus \$1.00 each additional unit	
	Boilers/heating/air conditioning - \$5.00 for 1 plus \$1.00 each additional unit	
	Vented wall furnaces/water heaters - \$5.00 for 1 plus \$1.00 each additional	
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections ( <i>reinspection fee increases \$250.00 per additional inspection after 3rd</i> )		\$250.00

## 4.04 Mechanical Permit Fees

Minimum Permit Fee		\$25.00
Valuation of \$2,500 or Greater	\$25 plus \$2 per thousand or fraction thereof	
Inspection Fees		
Inspection - Heating/ventilating/ductwork/AC and refrigeration systems		
- First \$1,000 or fraction thereof of valuation		\$10.00
- Each additional \$1,000 or fraction thereof of valuation		\$2.00
Inspection - Repair/alterations/additions to an existing system		
- First \$1,000 or fraction thereof of valuation		\$5.00
- Each additional \$1,000 or fraction thereof of valuation		\$2.00
Inspection - Boilers (based on BTU input / 1 KJ = 1.055 BTU / 1 BHp = 33,475 BTU)		
- 33,000 to 165,000 BTU		\$5.00
- 165,001 to 330,000 BTU		\$10.00
- 330,001 to 1,165,000 BTU		\$15.00
- 1,165,001 to 3,300,000 BTU		\$25.00
- 3,300,001 or more		\$35.00
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections ( <i>reinspection fee increases \$250.00 per additional inspection after 3rd</i> )		\$250.00

## 4.05 Mobile Home Permit Fees

Mobile Home - de-title	Per Instance	\$50.00
Mobile Home - placement and set-up	Per Instance	\$180.00
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections ( <i>reinspection fee increases \$250.00 per additional inspection after 3rd</i> )		\$250.00

## 4.06 Plumbing Permit Fees

Water Heater Changeout		\$10.00
Minimum Permit Fee		\$15.00
Valuation From/To	Fee Amount	
\$0	\$1,000	\$15.00
\$1,001	\$5,000	\$25.00
\$5,001	Or More	\$25.00 for the first \$5,000.00, plus \$3.00 for each additional thousand or fraction thereof



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

1st Re-inspection	\$50.00
2nd Re-inspection	\$100.00
3rd/ Subsequent Re-inspections ( reinspection fee increases \$250.00 per additional inspection after 3rd)	\$250.00

## 4.07 Swimming Pool Permit Fees

Valuation From/To	Fee Amount
\$0 Or More	\$125.00

## 4.08 Building Department Miscellaneous Fees

	Unit	Amount
Appeal from action of building official	Per Instance	\$200.00
Moving fee - any building or structure	Per Instance	\$50.00
Sign Permit - Commercial	Per Company	\$100.00
Sign Permit - Political	Per Candidate	\$35.00
Sign Permit - Real Estate	Per Company	\$35.00
Sign Permit - Regular	Per Sign	\$35.00

## 5.00 CLERK OF COURT FEES

Bonds	\$10.00
Bondsmen	
In county	\$150.00
Out of county	\$100.00
Copies Certified Copies	\$2.50
Common pleas fees:	
Appeals	\$150.00
Arbitration	\$10.00
Confession	\$10.00
Filing summons and complaint	\$150.00
Foreign judgment	\$150.00
Judgment	\$10.00
Lis Pendens	\$10.00
Motion	\$25.00
Transcript	\$10.00
Enrolling notary public	\$5.00
Expungement	\$35.00

## 6.00 CORONER FEES

### 6.01 Cremation Fees

Cremation by Coroner's Office (Cremation Fee - \$600/ Administrative Fee - \$200/ Transport Fee - \$200) - 10 month payment plan available	\$1,000.00
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### 6.02 Permit Fees

Cremation Permits	\$10.00
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### 6.03 Report Fees \* Note: Fees will not apply to reports marked "NOT FOR LEGAL USE" provided to surviving family members.

Autopsy Reports	\$100.00
Coroner's Reports	\$75.00
Photographs	\$2.00
Toxicology Reports	\$100.00

## 7.00 EMERGENCY MANAGEMENT/ FIRE SERVICE FEES

### 7.01 Fire Marshal/Fire Service Fees

1st Additional Inspection	\$50.00
2nd Additional Inspection	\$100.00
3rd Additional Inspection	\$250.00



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

Inspection fee increase per inspection following 3rd inspection		\$250.00
Response to false alarms in excess of 3 in any calendar year	per instance	\$100.00

## 7.02 Hazardous Materials Fees

Application for operational permit		\$1,000.00
Emergency response to hazardous materials incident	Initial Charge	\$500.00
Emergency response to hazardous materials incident	Career Personnel	Actual Costs
Emergency response to hazardous materials incident	Volunteer Personnel	20.58 per hr.
Emergency response to hazardous materials incident	Materials Cost	Actual Costs
Emergency response to hazardous materials incident	Apparatus & Equipment Costs	FEMA Schedule of Rates

## 7.03 Special Tax District Uniform Service Charge

Equivalent Residential Unit fee		\$75.00
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## 8.00 EMERGENCY MEDICAL SERVICE FEES

ALS Emerg Treat/No Transport		\$150.00
ALS Unit, Urgent, No ALS Tx		\$600.00
ALS Emerg Treat - Helicopter at ER		\$150.00
Medical Records		\$15.00
Mileage, ground		\$10.00
Standby Service (per employee)	Per hour	\$25.00
Response to false alarms in excess of 3 in any calendar year	per instance	\$100.00
ALS with Treatment and Emergency Transport	Base Fee	\$650.00
BLS A0429	Base Fee	\$600.00
ALS 2 A0433	Base Fee	\$750.00

## 9.00 FARMERS MARKET FEES

<b>Rental Fee</b>		
Vendor Fee	One Time	\$20.00
Booth rental	Per day	\$2.00

## 10.00 FINANCE DEPARTMENT FEES

<b>Departmental Fees</b>		
Dealer tag fee	Per tag	same as Road Maintenance Fee
Tax billing	Per bill	\$1.00

## 11.00 GIS MAPPING FEES *\*Note: Fees waived when item requested by LCEDC for business/ industrial recruitment purposes.*

### 11.01 Black and White Plotter Maps

Letter		\$2.50
Legal		\$5.00
18 by 24		\$10.00
24 by 36 (line map - no aerial)		\$5.00
24 by 36		\$12.00
36 by 44		\$15.00
Poster up to 60		\$20.00

### 11.02 Color Plotter Maps

Letter		\$5.00
Legal		\$10.00
18 by 24		\$20.00
24 by 36		\$25.00



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

36 by 44	\$30.00
Poster up to 60	\$40.00

## 11.03 Digital Data Fees

2011 aerial photo (entire county)	\$1,500.00
CAMA data in text format	\$500.00
Parcel layer with attributes (entire county)	\$1,000.00
Street centerline layer	\$250.00
Other digital data	Per hour \$30.00

## 12.00 LIBRARY FEES

### 12.01 Overdue and Lost Fees

Overdue book fee (maximum charge of \$2.00)	Per day	\$0.15
Copies- self serve	Per Copy	\$0.15
Lost book fee	Per book	Replacement cost

### 12.02 Miscellaneous Fees

Out of state library membership	Per year	\$25.00
Duplication machine reproduction fee - general	Per Page	\$0.10
Facsimile charge	First page	\$0.50
Facsimile charge	Subsequent pages	\$0.50

## 13.00 911 FEES

### Enhanced 911 Emergency Service System

Uniform service charge	Per line	\$1.00
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## 14.00 PLANNING FEES

### 14.01 Ordinance Fees

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### 14.02 Development Fees

#### Development Agreements

Per acre of highland proposed	\$25.00 not to exceed \$20,000
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#### Planned Development Districts \*in addition to Development Agreement Fee

Rezoning	\$2,000.00
Amendment- PDD	\$2,000.00

### 14.03 Development Review Application Fee

Review application	Per review	\$75.00
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### 14.04 Subdivision Fees

Preliminary plat - 1 to 10 lots	Per lot	\$25.00
Preliminary plat 11 or more lots	per lot	\$300 plus \$10 for each lot
Final plat	Per plat	\$100 plus \$10 for each lot or building permit
Construction Document Fee	Per lot	\$300 plus \$10 for each lot
Subdivision variance	Per instance	\$200.00

### 14.05 Zoning Fees

Appeal from action of zoning official	\$300.00
Use permitted on review	\$150.00



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

Variance	\$200.00
Rezoning application- single parcel	\$250.00
Rezoning application- multi parcel	\$500.00
2nd rezoning fee (within 1 month)	\$250.00
Text amendment Fee	\$250.00
Cluster Subdivision Overlay	\$250.00
Cluster Subdivision Overlay w/multi parcel	\$500.00

## 14.06 Miscellaneous Fees

Item	Unit	Amount
Comprehensive plan - picked up	Each	\$25.00
Comprehensive plan - mailed	Each	\$30.00
Corridor Study plan - picked up	Each	\$100.00
Road name change	Per road	\$250.00
Telecommunication Towers Review	Each	\$200 plus 1% of cost of tower
Zoning map (2 parts; northern & southern) - picked up	Per part	\$25.00
Zoning map (2 parts; northern & southern) - mailed	Per part	\$30.00

## 15.00 PROBATE COURT FEES

### 15.01 Cost of Court: Estate Fees - Regular Estate

Property valuation less than \$5,000	\$25.00
Property valuation of \$5,000 but less than \$20,000	\$45.00
Property valuation \$20,000 but less than \$60,000	\$67.50
Property valuation \$60,000 but less than \$100,000	\$95.00
Property valuation of \$100,000 but less than \$600,000	\$95.00 plus 0.0015 in excess of \$100,000
Property valuation \$600,000 or more	\$845.00 plus 0.0025 in excess of \$600,000

### 15.02 Cost of Court: Estate Fees - Small Estate or Affidavit of Collection for Personal Property

Property valuation less than \$100.00	\$12.50
Property valuation of \$100 but less than \$5,000	\$25.00
Property valuation of \$5,000 but less than \$10,000	\$45.00

### 15.03 Miscellaneous Fees

Legal advertisement - cost of advertisement is in addition to prescribed court costs and are due and payable prior	
CD copy of hearing	\$10.00
Search fee	\$7.00

### 15.04 Probate Court Fees

Appointment of Special Administrator or temporary fiduciary	\$22.50
Certified marriage certificates	\$5.00
Certifying appeal record	\$10.00
Filing - any summons, complaint, or petition	\$150.00
Filing conservatorship accounting	\$10.00
Filing demand for notice	\$5.00
Filing of will only	\$10.00
Issuing certified copies	\$5.00
Issuing exemplified/ authenticated copies	\$20.00
Recording authenticated or certified copies.	\$20.00
Reforming or correcting marriage record	\$6.75
Reopening closed estates	\$22.50

### 15.05 Weddings

Marriage license - at least one party in-state (includes \$20.00 state fee)	\$50.00
Marriage license - out of state (includes \$20.00 state fee)	\$75.00
Marriage license-Reprint copy	\$5.00



# COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES

FISCAL YEAR: 2015-2016

ATTACHMENT TO ORDINANCE NO: 2015-1356

## 16.00 PUBLIC WORKS FEES

Driveway pipe - 2nd driveway	\$500.00 or actual cost, whichever is greater		
Road/bridge design review by outside engineer		Actual cost	
Road testing fee		Actual cost plus 20%	
Road proof roll - reinspection			\$150.00
Roadway sign - production/ installation	actual cost plus 10%		
Tire disposal - agricultural	Per tire		\$35.00
Tire disposal - undocumented	Per ton		\$150.00

## 17.00 REGISTER OF DEEDS FEES

Affidavit of partnership	\$10.00 for first 4 pages and \$1.00 per additional page		
Assignment of lease	\$10.00 for first 4 pages and \$1.00 per additional page		
Assignment of leases, rents, and profits	\$10.00 per reference and \$1.00 per additional page		
Assignment of mortgage	\$6.00 for first page and \$1.00 per additional page		
Assumption of agreement	\$10.00 for first 4 pages and \$1.00 per additional page		
Bond to release mechanic's lien	\$10.00 for first 4 pages and \$1.00 per additional page		
Cancellation of contract of sale	\$10.00 for first 4 pages and \$1.00 per additional page		
Cancellation of lease	\$10.00 for first 4 pages and \$1.00 per additional page		
Certified copy charge	\$5.00		
Charter	\$10.00 for first 4 pages and \$1.00 per additional page		
Contract for sale	\$10.00 for first 4 pages and \$1.00 per additional page		
Deed/ mortgages recording fee	\$10.00 for first 4 pages and \$1.00 per additional page		
Document stamp charge	\$3.70 per thousand		
Duplication machine reproduction certification fee		\$5.00	
Easement	\$10.00 for first 4 pages and \$1.00 per additional page		
Federal tax liens	\$10.00		
Lease	\$10.00 for first 4 pages and \$1.00 per additional page		
Mechanic's lien	\$10.00 for first 4 pages and \$1.00 per additional page		
Mortgage modification	\$6.00 per reference and \$1.00 per additional page		
Notice of lien	\$10.00 for first 4 pages and \$1.00 per additional page		
Partial release of mortgage	\$6.00 per reference and \$1.00 per additional page		
Partnership agreement/ dissolution	\$10.00 for first 4 pages and \$1.00 per additional page		
Passport Fee		\$25.00	
Plats	Large - \$20.00 / medium - \$10.00 / small - \$5.00		
Power of attorney	\$15.00 for first 4 pages and \$1.00 per additional page		
Project commencement notice	\$15.00		
Real property agreement	\$10.00 for first 4 pages and \$1.00 per additional page		
Revocation of power of attorney	\$10.00 for first 4 pages and \$1.00 per additional page		
Satisfaction of assignment of leases, rents, and profits	\$5.00		
Satisfaction of mortgage	\$5.00		
SC tax liens	\$10.00		
Subordination of mortgage	\$6.00 per reference and \$1.00 per additional page		
Trust Indenture	\$10.00 for first 4 pages and \$1.00 per additional page		



**COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES****FISCAL YEAR: 2015-2016****ATTACHMENT TO ORDINANCE NO: 2015-1356**

UCC1 or UCC3	\$8.00 first 2 pages & \$1 per additional page; each additional debtor - more than 2 debtors \$2.00
Waiver	\$10.00 for first 4 pages and \$1.00 per additional page

**18.00 ROAD FEES**

<b>County Road Improvement and Maintenance Fee</b>		
Per County Code section 26-34	Per Vehicle	\$30.00

**19.00 SHERIFFS FEES**

<b>19.01 Detention Center Fees</b>		
Per Diem for municipal court prisoners-	Solely Municipal Charges	\$38.93
Per Diem for municipal court prisoners	Solely Municipal Charges	\$33.43

<b>19.02 Miscellaneous Fees</b>		
Item	Unit	Amount
Fingerprinting (non-LCDC)	Per Set	\$5.00
Response to false alarms in excess of 3 in any calendar year	Per Instance	\$100.00

**20.00 TAX COLLECTION FEES**

Collection fee	\$120.00 or actual cost, whichever is greater
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**21.00 TREASURER FEES**

Convenience fee for SCDMV stickers	\$1.00
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**22.00 ZONING FEES**

<b>22.01 Plan Review Fees - non-residential excluding multi-family</b>	
Up to 12,000 square feet	\$100.00
12,001 square feet to 25,000 square feet	\$200.00
Exceeding 25,001 square feet	\$300.00

<b>22.02 Mobile Home Fees</b>		
Item	Unit	Amount
Mobile Home decal	each	\$5.00
Mobile Home - change of ownership	Per Instance	\$5.00
Mobile Home - movement	Per Instance	\$25.00

<b>22.03 Miscellaneous Fees</b>		
Item	Unit	Amount
Administrative fee - failure to abate property violations	Per Instance	\$50.00 or 15%,
Alarm system registration	Per alarm system	\$10.00
Demolition fee - any building or structure	Per Instance	\$50.00
Septic license- South Carolina	Per Instance	\$10.00
Septic license- North Carolina	Per Instance	\$100.00
Zoning fee	Per Instance	\$35.00

<b>22.04 Permit</b>	
Floodplain Development- commercial & subdivisions	\$100.00



**COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES****FISCAL YEAR: 2015-2016****ATTACHMENT TO ORDINANCE NO: 2015-1356****23.00 OTHER COUNTY FEES AND CHARGES****23.01 Historic Courthouse Rental**

Item	Unit	Amount
Facility usage	First hour	\$115.00
Facility usage	per add'l hour	\$75.00
Penalty for time overage	Every 10 minutes	\$25.00
Refundable security deposit	Per Instance	\$250.00
Cancellation Fee	Per Instance	\$100.00

**23.02 Miscellaneous County Fees**

Item	Unit	Amount
Airport hangar rental	Per Month	\$100.00
Bad Check fee	Per Instance	\$30.00
Cable television franchise fee	Per Year	5%
Duplication machine reproduction fee - general	Per Page	\$0.25
Duplication machine reproduction fee - general (color)	Per Page	\$1.75
Audio Recordings of Meetings	Per Copy	\$5.00
Private ambulance service - franchise application fee	Per Instance	\$100.00



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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	Tentative
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.



## Agenda Item Summary

Ordinance # / Resolution#: Ordinance 2015-  
Contact Person / Sponsor: Penelope G. Karagounis, Planning Director  
Department: Planning  
Date Requested to be on Agenda: Monday, June 22, 2015

**Issue for Consideration:** This is a rezoning request for +/- 54.079 acres located at 1033 Fort Mill Highway and 9838 Stock Lane. The property is currently zoned R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant proposes a portion of Tax Map 6, Parcel 69 to be rezoned to B-3, General Commercial District. The applicant also proposes that a portion of Tax Map 6, Parcel 69 and all of Tax Map 6, Parcel 70 to be rezoned to MF, Multiple-Family/Agricultural District. The applicant is Ken Starett from Gross Builders. Gross Builders is a company from North Royalton, Ohio. The proposal for a multi-family development has a density of 8 units per acre.

**Points to Consider:** The amount of residential development that has occurred in Indian Land in the last 11 years has been predominately traditional single-family homes. We have about 3,200 approved multi-family lots in the Indian Land and the majority of those lots have been developed. There is a need of more multi-family development in the Panhandle. It is classified as Neighborhood Mixed-Use on the Future Land Use Map and this is defined as a walkable neighborhood with the Comprehensive Plan. The subject property is also near an employment center node and this multi-family development is compatible with this element. The walkable neighborhood community will interconnect with the employment node by allowing people access to employment centers via walkability. Considering the property is within the employment center which supports higher density, a multi-family development is very suited for this area. This development will have two access points on Highway 160. The widening of Highway 160 will allow traffic issues to be minimized. A portion of the property is also within the Highway Corridor Overlay District and any proposed development will have to be reviewed by the Development Review Committee. The Reid Pointe Planned Development District (PDD-16) is adjacent to the subject property and it contains multi-family and single-family units. The topography of the subject property includes a large amount of floodplain. This makes the property more conducive to multi-family development because the density of 8.0 dwelling units per acre can be obtained with minimal impact to the existent floodplain. Single-family development on this property would likely be much less feasible due to the site's critical area.

**Funding and Liability Factors:** N/A

**Council Options:** Council's options are to approve the rezoning request or deny the rezoning request. Also, the applicant understands that a survey identifying the proposed B-3 area and MF area is required if Council approves the rezoning request. The County will need the survey platted and recorded before 3<sup>rd</sup> Reading at County Council

**Recommendation:** The Planning Department staff recommended to approve the rezoning request. A public hearing was held on Tuesday, May 19, 2015 at the Planning Commission and the Commissioners recommended approving the rezoning request of Mr. Ken Starett (Gross Builders) by a vote of (7-0).



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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1358

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  
Second Reading: July 13, 2015  
Third Reading: July 27, 2015

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## PLANNING STAFF REPORT: RZ-015-010

APPLICANT: MR. KEN STARETT (GROSS BUILDERS)

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### I. FACTS

#### A. GENERAL INFORMATION

**Proposal:** This is the rezoning application of Mr. Ken Starett to rezone  $\pm$  54.079 acres located at 1033 Fort Mill Highway and 9838 Stock Lane. The property is currently zoned R-15P, Moderate Density Residential/Agricultural Panhandle District. The applicant proposes a portion of Tax Map 6, Parcel 69 to be rezoned to B-3, General Commercial District. The applicant also proposes that a portion of Tax Map 6, parcel 69 and all of Tax Map 6, Parcel 70 to be rezoned to MF, Multiple-Family/Agricultural District.

**Property Location:** The properties which are proposed to be rezoned are located at the intersection of Highway 160 and Stock Lane in the Indian Land Community and border the Lancaster County Line/York County Line.

**Legal Description:** TMS No. 0006-00-069.00 & 0006-00-070.00

**Zoning Classification:** R-15P, Moderate Density Residential/Agricultural Panhandle District.

**Voting District:** District 7, Brian Carnes

#### B. SITE INFORMATION

**Site Description:** The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County and are immediately adjacent to the Lancaster County/York County line. The property is located adjacent to Sugar Creek bordering York County. The property is comprised of mostly undeveloped land.

#### C. VICINITY DATA

**Surrounding Conditions:** The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the **SOUTH** are zoned PDD, Planned Development District (PDD-16 Reid Pointe). Adjacent parcels to the **EAST** are zoned MHP, Manufactured Home Park District, which is the Sanchez Manufactured Home Park. Adjacent parcels to the **NORTH** are zoned R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District, B-3, General Commercial District, B-4, Restricted Commercial District, and R-15P, Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the **WEST** are located in York County.



D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Future Land Use Map
4. The Revere at Indian Land Conceptual Illustrative Master Plan - (Provided by applicant but not required with rezoning applications)
5. The Revere at Indian Land Proposed Zoning Map – (Provided by applicant)
6. Tax Inquiry Sheet
7. UDO – Section 2.1.1 Residential Districts Established/ 2.1.2 Commercial Districts/ 4.1.20 Site built or modular single-family detached house located in the commercial, industrial or multiple-family districts.
8. Table of Uses

II. FINDINGS

CODE CONSIDERATIONS

The **R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT** is designed to accommodate single-family residential developments (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **MF, Multiple-Family/Agricultural District**, is designed to accommodate moderate density single-family development and low density multiple-family developments (excluding manufactured homes) in areas within the County's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre (see Section 4.1.20) and for multiple-family development is eight (8) dwelling units per acre. (See Chapter 17 for recreational facilities and open space requirements.)

The **B-3, General Commercial District**, is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large or bulky items, commercial services, repair services, automobile related sales and repair, various types of



convenience stores, restaurants, and other recreational and entertainment uses. This district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

Outdoor storage is permitted if a Type 1 Buffer yard is installed around the outside of the storage area when the area is adjacent to a nonresidential district. A Type 3 Buffer yard is required around the storage area when it is adjacent to a residential district or use and all such areas shall be located completely behind the building. No storage areas shall be located in any required or not required front or side yard. Automobile dealerships are allowed to park automobiles in the front or side yard of the property.

### III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Neighborhood Mixed-Use on the Future Land Use Map. Neighborhood Mixed-Use is defined as a walkable neighborhood by the *Lancaster County Comprehensive Plan 2014-2024*. The subject property is also near an employment center node, and this multi-family development is compatible with this element. The walkable neighborhood community will interconnect with the employment node by allowing people access to employment centers via walkability. Considering the property is within the employment center which supports higher density, a multi-family development is very well suited for this area. This development has two access points that will help with connectivity to Highway 160, which is planned to be widened in the future. The widening of Highway 160 will allow traffic issues to be minimized. A portion of the property is also within the Highway Corridor Overlay District and any proposed development will have to be reviewed by the Development Review Committee.

The Reid Pointe Planned Development (PDD-16) which is adjacent to the subject property contains multi-family units and single-family units. The vast majority of the surrounding area is currently zoned residential. In addition, one parcel is zoned B-3 adjacent to the subject property, and one parcel is zoned B-4. The zoning of both residential and commercial properties adjacent to the site will add consistency to the area and will be appropriate for this type of development. To allow Multiple-Family zoning for this area will also create a zoning classification that will not be an "up zoning" to this parcel. The majority of this zoning classification will stay from residential to residential. The commercial section of this project is very small and with multiple B-3 designations along Highway 160, plus an adjacent B-3 parcel this zoning change fits the uniformity within the area. There is also a need for more multi-family development in the panhandle area. The Lancaster County Council and Lancaster County Planning Commission approved 18,424 units and of these only 3,200 (17.37%) are multi-family units. The properties topography due to close proximity to Sugar Creek in regards to the floodplain makes the property more compatible to be rezoned to multi-family.



#### **IV. RECOMMENDATION**

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1033 Fort Mill Highway and 9838 Stock Lane be **APPROVED**.

The applicant understands that a survey identifying the proposed B-3 area and MF area is required if Council approves the rezoning request. The County will need the survey platted and recorded before 3<sup>rd</sup> reading.

#### **V. RECOMMENDATION FROM PLANNING COMMISSION MEETING**

At the Lancaster County Planning Commission meeting on Tuesday, May 19<sup>th</sup>, 2015 the Commission voted to APPROVE the rezoning application of Ken Starett (Gross Builders) by a vote of (7-0).

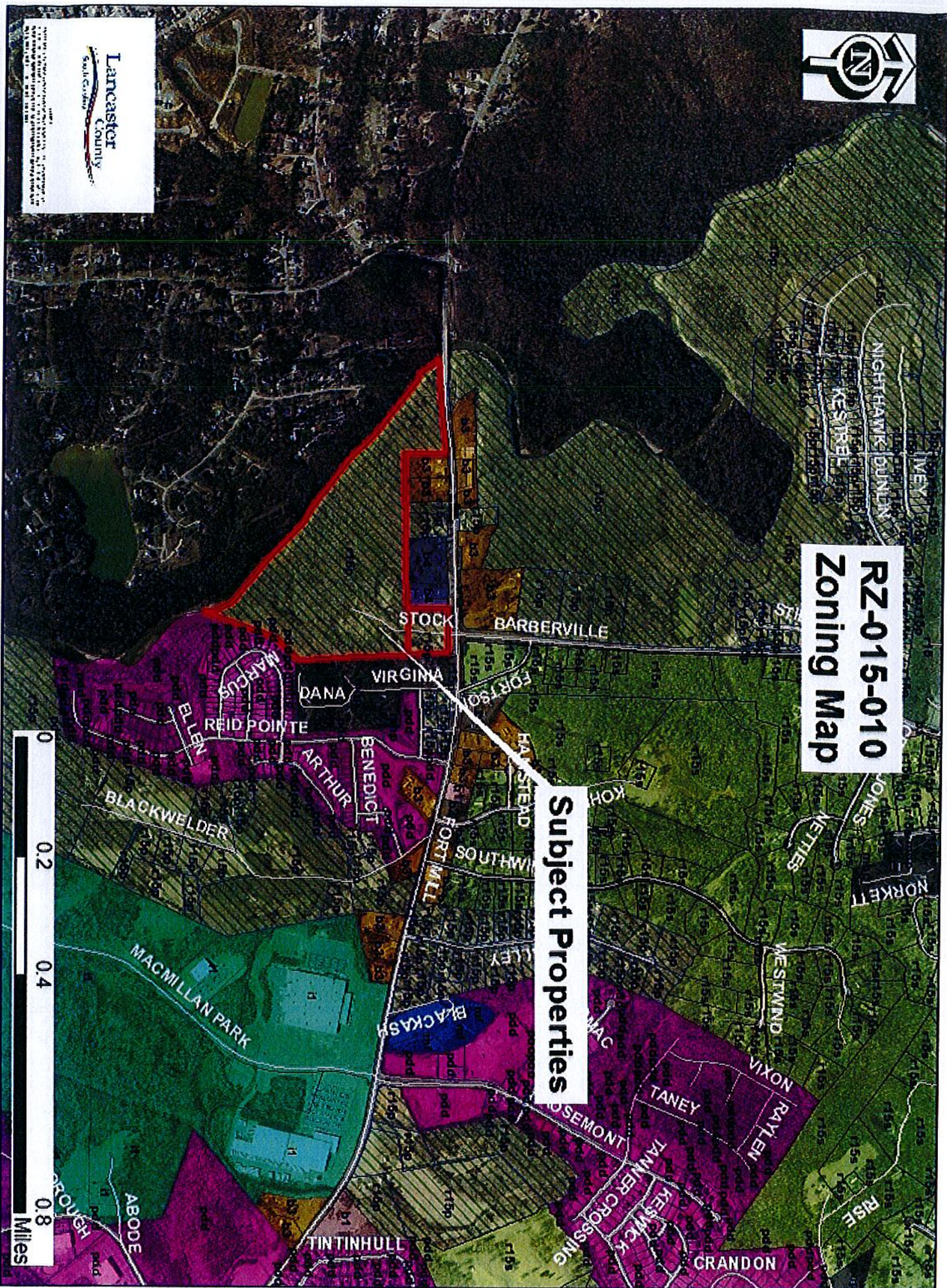
One citizen signed up to speak, but declined to do so.





# RZ-015-010 Zoning Map

**Subject Properties**

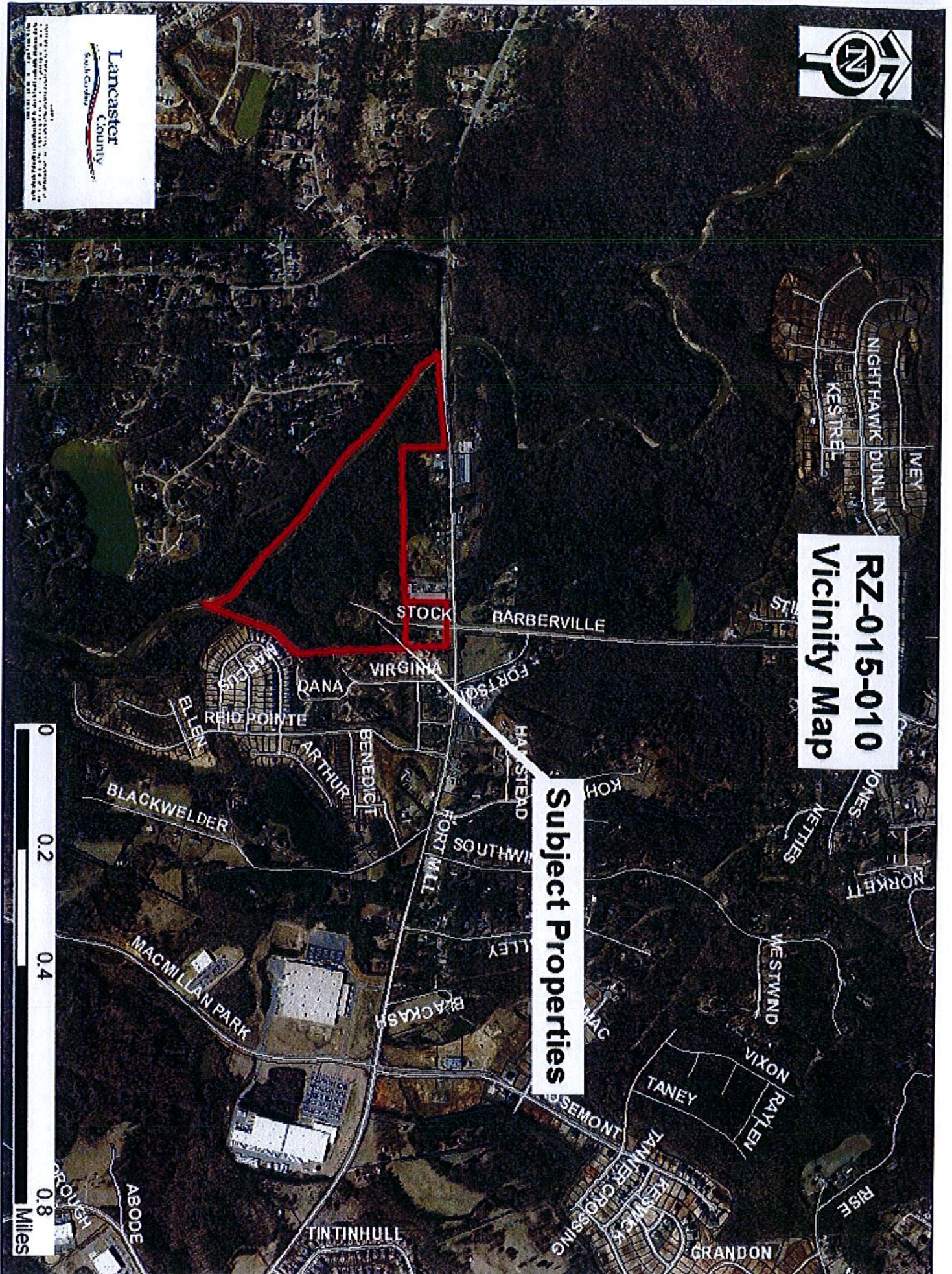






**RZ-015-010**  
**Vicinity Map**

**Subject Properties**







# RZ-015-010 Future Land Use Map

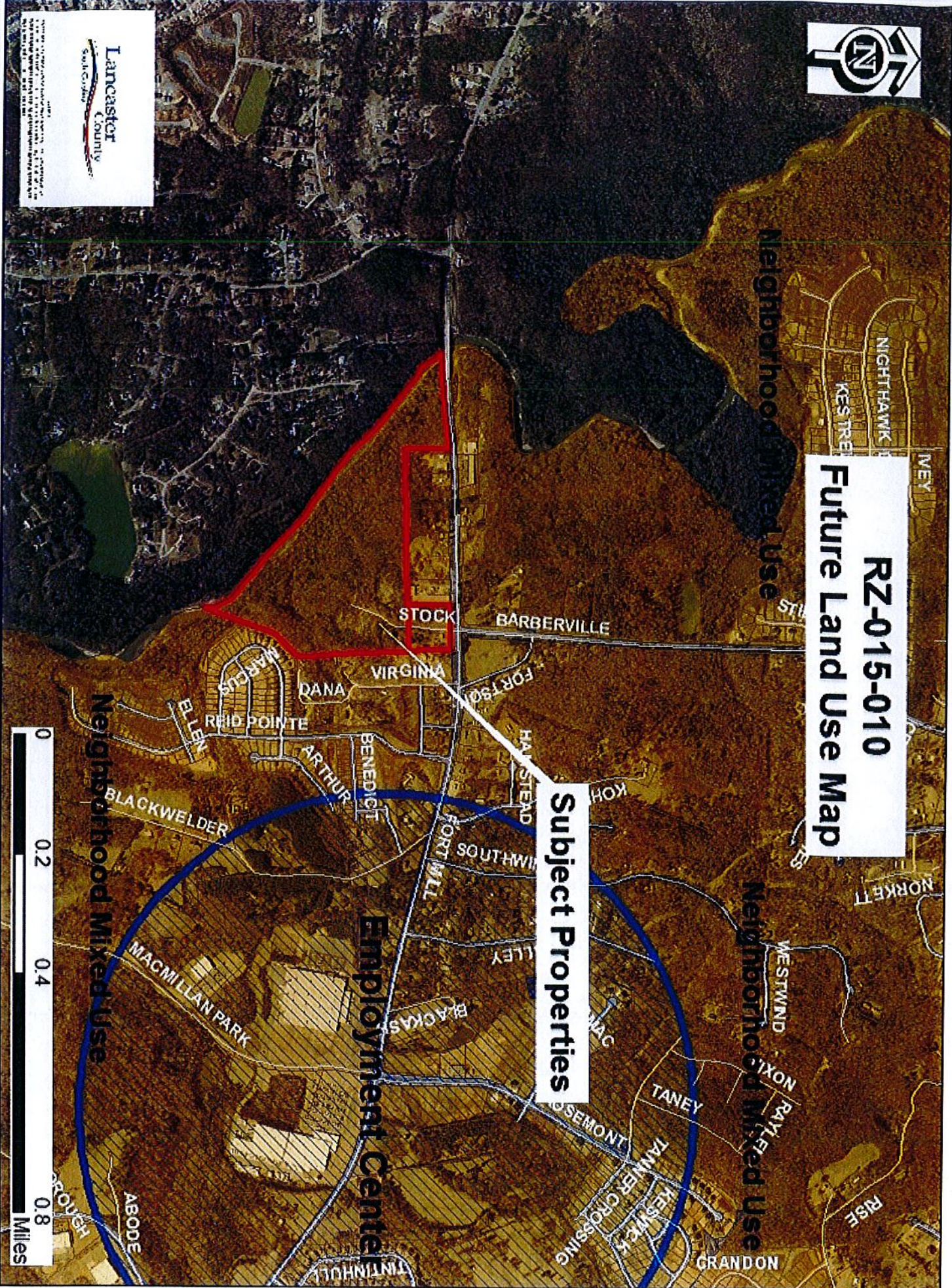
**Subject Properties**

Neighborhood Mixed Use

Neighborhood Mixed Use

Employment Center

Neighborhood Mixed Use





## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: June 22, 2015

### **Issue for Consideration:**

This is a rezoning application of Mr. Wesley G. Taubel, Managing Partner of Two Capital Partners, LLC. to rezone  $\pm$  39.24 acres from B-3, General Commercial District to MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Class A Multi-Family development.

The property is located east of the intersection of Elven Drive and Calvin Hall Road, which is  $\pm$  2,140 feet north of the intersection of Calvin Hall Road and Highway 160.

### **Points to Consider:**

The facts and findings of this report show that the property is designated as Neighborhood Mixed Use on the Future Land Use map and it is within the Pedestrian Center node. Neighborhood Mixed Use is defined as a walkable neighborhood and the Pedestrian Center node is defined as a walkable activity center by the Lancaster County Comprehensive Plan 2014-2024. Considering the property is within the pedestrian center which supports higher density and is very close to the employment center node, a multi-family development is very well suited for this area. The Arlington Development which is adjacent to the subject property is a multi-family development that is compatible with this multi-family proposal. The vast majority of the surrounding area is currently zoned residential. A portion of the property is within the Highway Corridor Overlay District and any proposed development will have to be reviewed by the Development Review Committee. There is also a need for more multi-family development in the panhandle area. The County has approved 18,424 units and of these only 3,200 (17.37%) are multi-family units.

### **Funding and Liability Factors:**

### **Council Options:**

### **Recommendation:**

It is therefore the recommendation of the planning staff that the rezoning request for the property located east of the intersection of Elven Drive and Calvin Hall Road be Approved.

At the Lancaster County Planning Commission meeting on Tuesday, May 19, 2015 the Commission voted to Approve the rezoning application of Mr. Wesley G. Taubel, Managing Partner of Two Capital Partners, LLC. by a vote of (7-0).

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1359

**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	Tentative
Second Reading: 7-13-15	Tentative
Third Reading: 7-27-15	Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney

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Date of 1<sup>st</sup> Reading: 6-22-15  
\_\_Approved \_\_Denied \_\_No Action

Date of 2<sup>nd</sup> Reading: 7-13-15  
\_\_Approved \_\_Denied \_\_No Action

Date of 3<sup>rd</sup> Reading: 7-27-15  
\_\_Approved \_\_Denied \_\_No Action

## **PLANNING STAFF REPORT: RZ-015-011**

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### **I. FACTS**

#### **A. GENERAL INFORMATION**

**Proposal:** This is a rezoning application of Mr. Wesley G. Taubel, Managing Partner of Two Capital Partners, LLC. to rezone ± 39.24 acres from B-3, General Commercial District To MF, Multiple-Family/Agricultural District. The applicant is proposing to build a Class A Multi-Family development.

**Property Location:** The property is located east of the intersection of Elven Drive and Calvin Hall Road, which is ± 2,140 feet north of the intersection of Calvin Hall Road and Highway 160.

**Legal Description:** Tax Map Number 5, Parcel 90.01

**Zoning Classification:** Current: B-3, General Commercial District

**Voting District:** District 7, Brian Carnes

#### **B. SITE INFORMATION**

**Site Description:** The ± 39.24 acres of property are vacant and primarily wooded.

#### **C. VICINITY DATA**

**Surrounding Conditions:** The surrounding properties are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District, B-2, Community Business District, I-1, Light Industrial District and PDD, Planned Development District 5 (Bailes Ridge). The Clairemont and Arlington Developments are adjacent to the property and are a part of the Bailes Ridge PDD-5. Tyndall Furniture is also adjacent to the subject property.

#### **D. EXHIBITS**

1. Rezoning Application
2. Location Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. UDO – Ch. 2 Sect. 2.1.1 (Residential Districts)
6. UDO – Ch. 4 Sect 4.1.20 (Single Family homes in Multi Family Districts)
7. Table of Uses – MF

### **II. FINDINGS**

#### **CODE CONSIDERATIONS**

**The B-3, General Commercial District,** is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large or bulky items, commercial services, repair



Date of 1<sup>st</sup> Reading: 6-22-15

☐ Approved ☐ Denied ☐ No Action

Date of 2<sup>nd</sup> Reading: 7-13-15

☐ Approved ☐ Denied ☐ No Action

Date of 3<sup>rd</sup> Reading: 7-27-15

☐ Approved ☐ Denied ☐ No Action

services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. This district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

**The MF, Multiple-Family/Agricultural District**, is designed to accommodate moderate density single-family development and low density multiple-family developments (excluding manufactured homes) in areas within the County's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family developments (including duplexes) is three (3) dwelling units per acre and for multiple-family development is eight (8) dwelling units per acre.

### III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Neighborhood Mixed Use on the Future Land Use map and it is within the Pedestrian Center node. Neighborhood Mixed Use is defined as a walkable neighborhood and the Pedestrian Center node is defined as a walkable activity center by the *Lancaster County Comprehensive Plan 2014-2024*. Considering the property is within the pedestrian center which supports higher density and is very close to the employment center node, a multi-family development is very well suited for this area. The Arlington Development which is adjacent to the subject property is a multi-family development that is compatible with this multi-family proposal. The vast majority of the surrounding area is currently zoned residential. A portion of the property is within the Highway Corridor Overlay District and any proposed development will have to be reviewed by the Development Review Committee. There is also a need for more multi-family development in the panhandle area. The County has approved 18,424 units and of these only 3,200 (17.37%) are multi-family units.

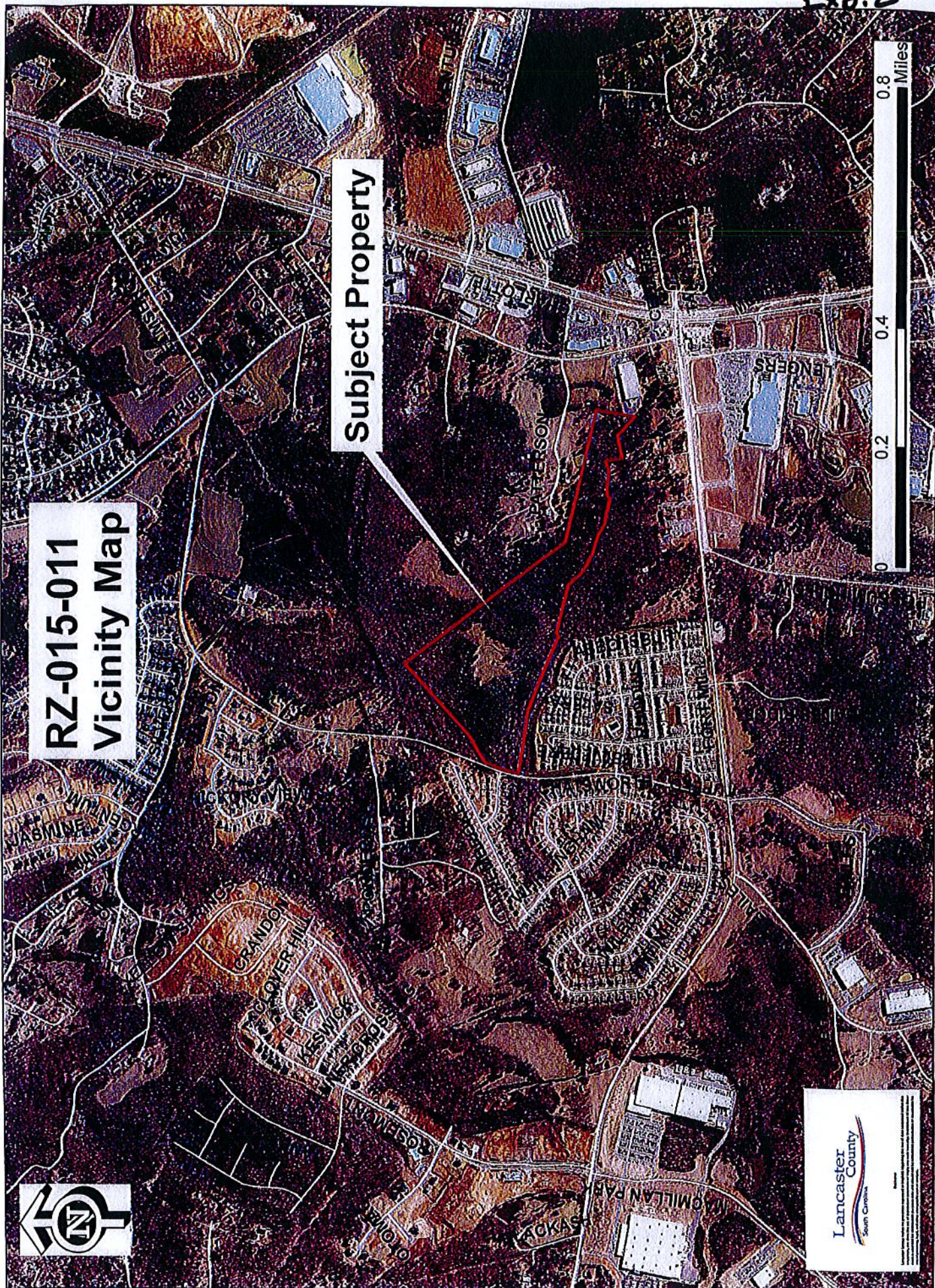
### IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located east of the intersection of Elven Drive and Calvin Hall Road, which is  $\pm$  2,140 feet north of the intersection of Calvin Hall Road and Highway 160 be **APPROVED**.

### V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

At the Lancaster County Planning Commission meeting on Tuesday, May 19, 2015 the Commission voted to **APPROVE** the rezoning application of Wesley G. Taubel by a vote of (7-0).







# RZ-015-011 Zoning Map

Subject Property



Lancaster  
County  
South Carolina



Exb.3

# RZ-015-011 Future Land Use Map

Subject Property

Pedestrian Center

Employment Center





Culp Property - Indian Land, SC

# Proposed Multi-Family RZ-015-011

June 22, 2015

A PROPOSED RESIDENTIAL COMMUNITY BY:



**NILES BOLTON ASSOCIATES**



# Proposed Highway 160 Master Plan Culp Property - Indian Land, SC



TWO CAPITAL PARTNERS | 5.19.2015

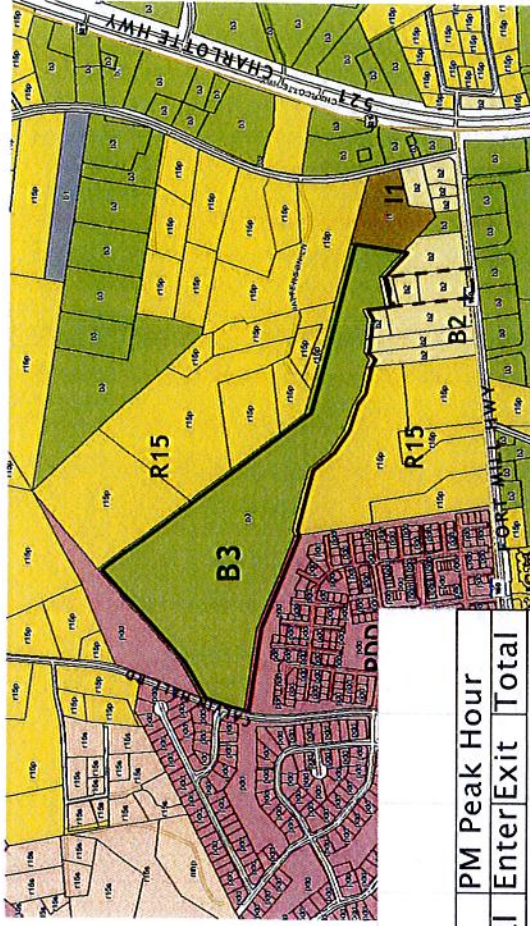
NILES BOLTON ASSOCIATES



## Community Impact - Traffic

Culp Property - Indian Land, SC

Existing Zoning Map



Apartment Plan Generates  
~80-50% less trips on AM  
Peak and ~75-90% less trips  
on PM Peak.  
  
General Overall Reduction  
in Peak trips by ~60-80%

- Project site is currently zoned B3 which allows for a multitude of Commercial uses including Office and Retail.

- **Traffic impact** of the proposed Multi-Family use is **significantly less** than the existing underlying zoning.

Table 1: Two Capital Partners Various Trip Generations

Land Use [ITE Code]	Daily	AM Peak Hour		PM Peak Hour	
		Enter	Exit	Enter	Exit
39.6 Acre Office Park					
Office Park [750]	39.6 Ac	6,927	755	66	821
594,000 SF Office Park					
Office Park [750]	594,000SF	6,599	835	103	938
396,000 SF Retail					
Retail [820]	396,000SF	16,613	224	137	361
313 Apartments					
Apartments [220]	313 DUs	2,081	32	128	160
				126	68
					194

Reference: Trip Generation, 9th Edition, Institute of Transportation Engineers, Washington, DC. 2012.



# Community Impact - Economic Impact & Taxes

Culp Property - Indian Land, SC

<p>- Site <b>Currently</b> Generates <b>\$57 PER YEAR</b> in total taxes.</p>		Current Taxes Paid	\$54.99
<p>- <b>Proposed Plan</b> will generate in excess of <b>\$400,000 PER YEAR</b>. An increase of over 7,500x the current base (or 789,000% Increase)</p>		Estimated Taxable Value	\$25,000,000
		% of assessed value	6.0%
		Per Assessed Value	1000
		Mill rate- combined	289.40
<p>- <b>Proposed Plan</b> will generate in excess of <b>\$275K PER YEAR to the School System</b></p>		Estimated Taxes	\$434,100
		Increases in Tax Base	\$434,045
		To Schools	<b>\$288,732</b>
<p>- <b>Over \$13k/year per Student</b> added to the system. This is \$10K/year per Student more in contribution to the schools (per student of added impact) compared to the single family alternative</p>		Increased revenue/year/per student of impact	<b>\$13,749</b>
			21*
		Single Family Plan	92
		To Schools	<b>\$180,637</b>
		Increased revenue/year/per student of impact	<b>\$120,162</b>
			<b>\$3,004</b>
			40*

\*Student Demand Generation per CMS Calculations and assuming alternative single family plan of 92 lots

# Community Impact - Economic Impact & Schools

Culp Property - Indian Land, SC

- **Proposed Plan** will generate in excess of **\$275K PER YEAR to the School System**
- Will provide annual proceeds to support **FOUR ADDITIONAL TEACHERS**
- Alternatively will provide annual proceeds to support in excess of **\$5,000,000** in Municipal Bonds to support school expansion
- At \$250psf that would allow for a **20,000 square foot expansion or new facility**

**Additional Tax Revenue to Schools from Mfam** **\$288,732**

## Additional Teachers Supported

**4.10**

Base Salary \$55,000

Burden/Bonus 28%

Total Comp Cost to Schools \$70,400

## Additional School Space

### Amortizing

Pmt \$288,732

Amortization 30

rate 3.50%

Principal \$5,310,369.98

### Tax Exempt Munis

Pmt \$288,732

Term 10

Rate 5%

Face Amount of Issuance \$5,774,637.74

## Total Face Amount of Issuance

**\$5,000,000**

Cost of School Construction psf \$250

## Total SF of new construction supportable

**20,000**



# Community Impact - Home Values

Culp Property - Indian Land, SC

## Predominately a **Renter by Choice**

- Proposed project is very **Upscale**
- High Rents equals **High Income** in order to qualify
- Renters forgoing ~50%+ in local purchasing power given recent sales in order to choose to live at our property
- Our **Renter** can **Afford** a home that is **50% more expensive** than recently sold homes in the immediate area, **but chooses to rent instead**

Average Rent	\$	1,271
% of Income in Rent		30%
<b>Total Income</b>	<b>\$</b>	<b>50,840</b>
<b>Mortgage test</b>		
Total Debt to Income Target**		45%
<u>Less assumed other debts</u>		10%
Total Monthly Home Payment	\$	17,794
<u>(less: Taxes &amp; Insurance)</u>	\$	<u>(3,000)</u>
PMT	\$	14,794
Amort		30
Rate		3.50%
<b>Mortgage</b>	<b>\$</b>	<b>272,092</b>
LTV		80%
<b>Home Value Equivalent to our Rent</b>	<b>\$</b>	<b>340,115</b>
<b>Average Recently Sold in neighborhoods</b>	<b>\$</b>	<b>224,890</b>
<b>Increased Purchasing Power of our Residents</b>		<b>51%</b>

\*\*Per Fannie Mae-<https://www.fanniemae.com/content/guide/selling/b3/6/02.html>



June 12, 2015

**VIA EMAIL**

Mr. John L. Weaver  
Lancaster County Attorney  
Post Office Box 1809  
Lancaster, South Carolina 29721

Re: Covington Development Agreement

Dear John:

As you know, we represent Sinacori Builders, LLC ("the Developer"), which has proposed a Development Agreement to Lancaster County for its Covington project. At the June 9 meeting of the Infrastructure and Regulation ("I&R") Committee, the Committee recommended the Covington Development Agreement to the Lancaster County Council but requested that the Developer provide additional information prior to the Council meeting on the three topics below. I have conferred with our client and am authorized to respond as follows:

Section 3.01B. Sidewalks. The Committee asked the Developer to confirm that the neighborhood's POA would be maintaining the sidewalks and asked the Developer to respond whether and to what extent it would agree to increase the width of sidewalks to 6 feet (up from the Code's standard 4 feet). The Developer confirms that the sidewalks will be maintained by the POA. Consistent with Section 4.04(A) (addressing road maintenance), the Developer agrees to provide Lancaster County, prior to final plat approval, documentation that a POA is responsible for the perpetual maintenance of all sidewalks within the Property. We expect that the sidewalks along Harrisburg and Barberville Roads will be built outside the SC DOT right-of-way but within the project's 50' perimeter buffer and thus will be located within the Property and will be subject to the POA's maintenance covenants. Second, per the Committee's request, the Developer agrees to build the sidewalks along Harrisburg and Barberville Roads to a width of 6 feet. The sidewalks along the project's interior streets are planned to be built according to the Code.

Section 4.01B. Fire department site. The I&R Committee wants to be sure that the two acres to be donated to the fire department are acceptable topographically and requested that the Developer assist the fire department in making the site "slab ready" since the Developer will already be on site clearing and grading for its Covington project. We have met with fire department officials and learned that the department has a very specific need for land adjacent to its current substation on Harrisburg Road. Our engineers are studying the topography and any associated wetlands now and will report back so that the fire department can make an informed decision on what particular land will best serve its needs. Any grading on the fire department

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property will require a separate grading permit and plans submitted by the fire department. The Developer certainly agrees to continue to work with the fire department in meeting its property needs and will submit a more complete response on this topic once the studies are done and by the time of Council's Third Reading on the Development Agreement.

Section 4.08. The I&R Committee asked that the Developer spell out in more detail what the Developer agrees to do with regard to the historic Revolutionary War encampment site. As we noted, Mecklenburg County and local historians believe that the approximately 3-acre encampment was substantially all in North Carolina and not on this site. However, Mecklenburg County is still conducting its study, and in the meantime the Developer is retaining an Archeological and Cultural Resource Consultant who specializes in military cultural resource investigations who will be conducting an Archeological and Cultural reconnaissance survey of the property to gain better information on the location of this campground and historic trail. As part of the real estate purchase the Developer will also commission a boundary survey. The Developer agrees to report back to Lancaster County during the preliminary plat stage for the Covington project regarding the location and extent of the encampment on the Property. If and to the extent the encampment is on the Property, the Developer will follow the lead of the Mecklenburg County study, the Developer's consultant and Lancaster County, including local historian Lindsey Pettus, in taking appropriate measures to monument and preserve the encampment site. At a minimum, the encampment site would be included within the common open space area contemplated by the Cluster Subdivision Overlay for preservation of property of historical significance. If and to the extent the encampment is determined to be off of the Property, then as noted in Section 4.08 the Developer agrees to monument and provide an easement for trail access to the site including the area in the vicinity of Clem's Branch Creek and provide for future connection to the Clem's Branch Greenway. The Developer expects to have more complete information by the preliminary plat stage and certainly agrees to monument and preserve this historic Revolutionary War encampment site within common open space areas of the project to the extent it is on the Property and to provide proper access to it if it is offsite.

Please do not hesitate to let us know if there are any questions or if the Council or its committee should need further input as this matter proceeds. We appreciate the chance to work with Lancaster County on this project.

Thank you very much.

Sincerely yours,

ROBINSON BRADSHAW & HINSON, P.A.



Benjamin A. Johnson



Mr. John L. Weaver  
June 12, 2015  
Page 3

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BAJ/wkh

cc: Mr. Russ Sinacori, Sinacori Builders, LLC  
Mr. Ed Estridge, Sinacori Builders, LLC



## **INFRASTRUCTURE AND REGULATION COMMITTEE**

**June 22, 2015**

### **Report to Council**

#### **Proposed Development Agreement with Sinacori Builders, LLC – Covington Development and An Ordinance to Rezone Covington Development Property**

##### Background

On March 2, 2015, the Lancaster County Planning Department received from Sinacori Builders, LLC, an application to rezone approximately 164.5 acres located near the intersection of Harrisburg Road and Barberville Road from R-15P, Moderate Density Residential / Agricultural Panhandle District to R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District designation. Sinacori Builders, LLC, refers to this property as its Covington development. At the April 21, 2015, meeting, the Planning Commission held a public hearing on the proposed rezoning. By a 6-0 vote, the Planning Commission approved the rezoning of the property to R-15P, Moderate Density Residential / Agricultural Panhandle District with a Cluster Subdivision Overlay District designation.

Also, on March 2, 2015, the County received a proposed development agreement from Sinacori Builders, LLC, concerning its Covington development. At its meeting on April 21, 2015, the Planning Commission conducted a public hearing on the proposed development agreement. In addition, the Planning Commission reviewed the proposed development agreement and by a 6-0 vote is recommending approval of the development agreement. A copy of the Planning Commission's report to Council is attached.

##### Recommendations

The Infrastructure and Regulation Committee has reviewed the proposed development agreement and proposed rezoning and makes the following recommendations to Council:

1. Approve an ordinance to rezone the Covington development property as requested and in the ordinance include a provision stating the rezoning is effective when Sinacori Builders, LLC, takes title to the Covington development property. A copy of an ordinance with the recommended provision is attached to this report.
2. The Committee recommends approval of a development agreement between Sinacori Builders, LLC, and Lancaster County for the Covington development. A copy of a proposed development agreement is attached to this report. As a part of this recommendation, the Committee recommends passage of an ordinance to approve the proposed development agreement, a copy of which is attached.

--xxx--



## Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

### LANCASTER COUNTY PLANNING COMMISSION

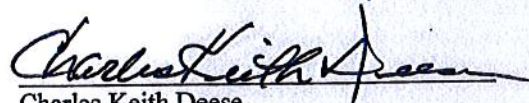
#### REPORT TO COUNTY COUNCIL,

#### DEVELOPMENT AGREEMENT – SINACORI BUILDERS, LLC

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

At its meeting on Tuesday, April 21, 2015, the Planning Commission conducted a public hearing on the proposed Development Agreement – Sinacori Builders, LLC. In addition, by a 6-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Sinacori Builders, LLC/Covington development.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission



**AS RECOMMENDED FOR APPROVAL  
BY THE  
INFRASTRUCTURE AND REGULATION AGREEMENT COMMITTEE  
For First Reading Consideration at the June 22, 2015 Council Meeting**

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<b>STATE OF SOUTH CAROLINA</b>	)	
	)	
<b>COUNTY OF LANCASTER</b>	)	<b>ORDINANCE NO. 2015-1360</b>

**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



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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 13<sup>th</sup> day of July, 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-\_\_\_\_" means Ordinance No. 2015-\_\_\_\_ of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) "Ordinance No. 2015-\_\_\_\_" means Ordinance No. 2015-\_\_\_\_ 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-\_\_\_\_.

**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-\_\_\_\_ 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-\_\_\_\_ 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-\_\_\_\_ 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. 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 (6<sup>th</sup>) 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.





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: \_\_\_\_\_



**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.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**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 rezoning 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.

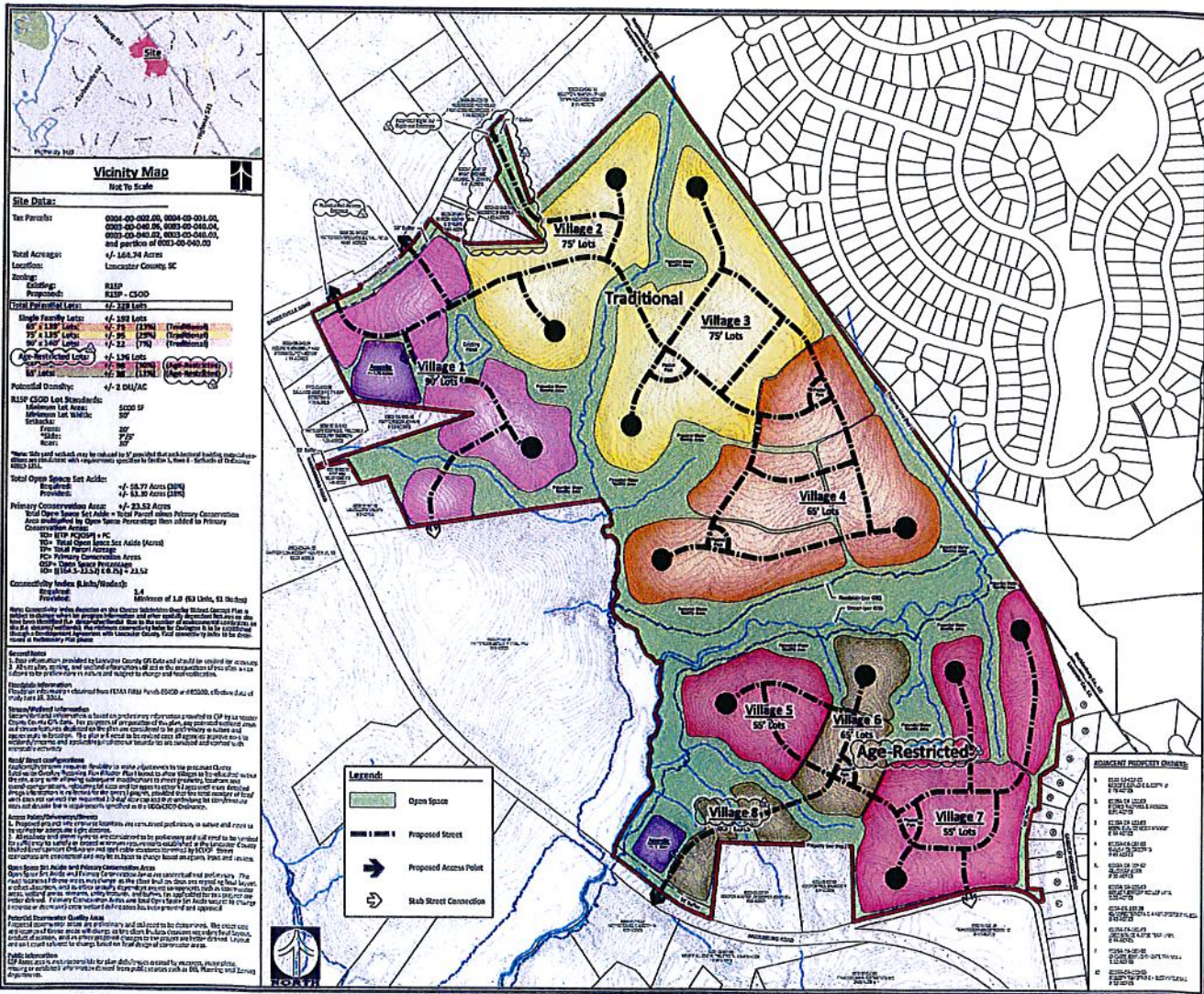


**Exhibit F-1**  
**Substation Design Sketch – Exterior Appearance**

See attached.

**Exhibit G**  
**Rezoning Plan**





ESP Associates, P.A.  
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Sinacor Homes  
Box 1000  
Morrisville, NC 27560

## Covington

### Exhibit G

## Cluster Subdivision Overlay District Schematic Plan

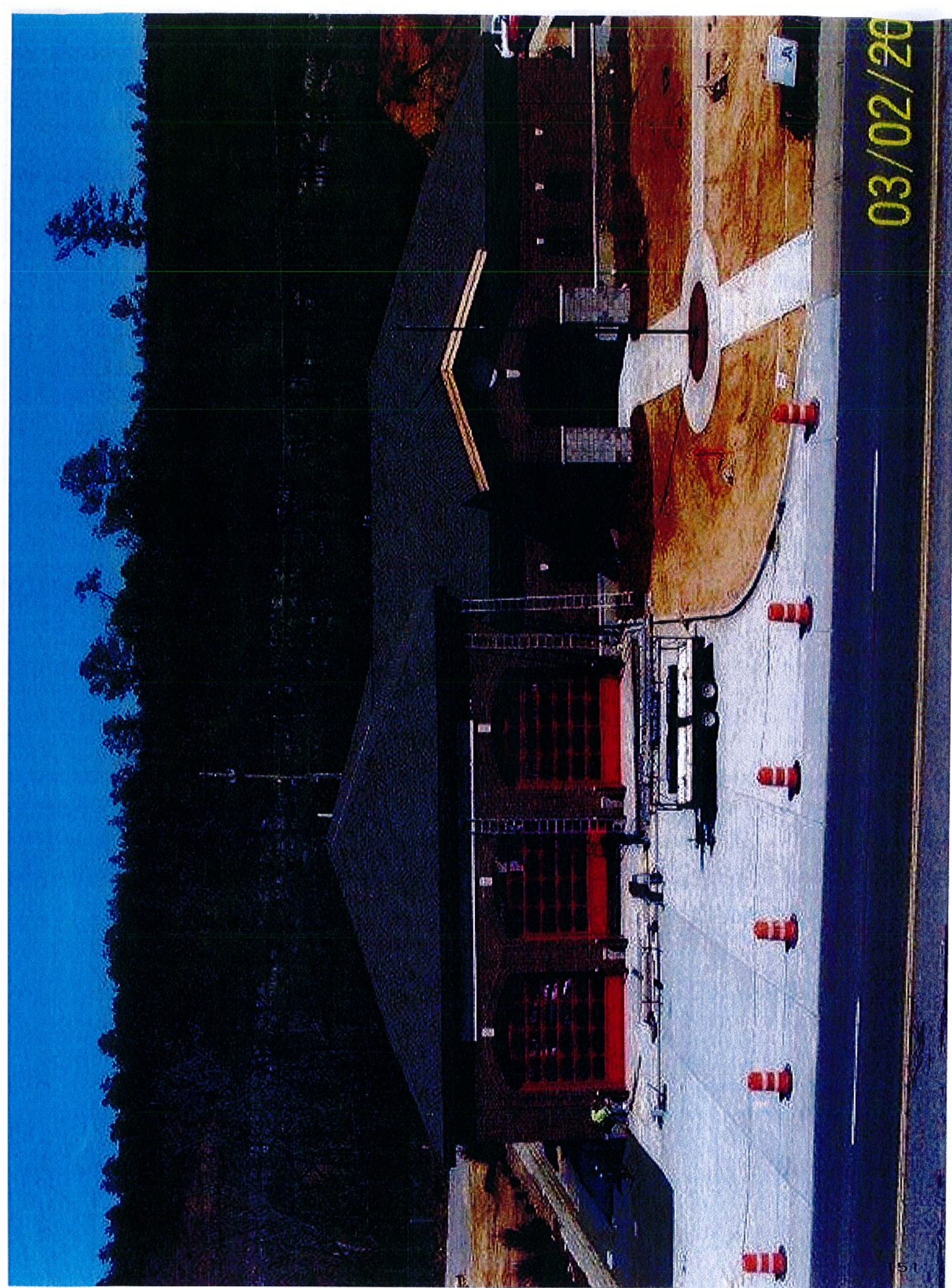
RZ-015-005

PROJECT LOCATION: Lancaster County, NC



PROJECT NUMBER	ENR-160		
DRAWING NAME	Driv - 4000000 - Anthony's Buick Plaza 2nd		
DATE	March 2, 2015		
DRAWN BY	GW		
CHECKED BY	RM		
AGENCY / SUBMITTAL REVISION			
NO.	DATE	BY	REVISION
01	4/11/15	GW	100% OF PROJECT SUBMITTED TO GAD
02	6/11/15	GW	AND 60% OF PROJECT SUBMITTED TO GAD
03	6/11/15	GW	100% OF PROJECT SUBMITTED TO GAD
04	5/4/15	GW	100% OF PROJECT SUBMITTED TO GAD
		</	





03/02/20





25





## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Penelope G. Karagounis

Department: Planning

Date Requested to be on Agenda: June 8, 2015

**Issue for Consideration:** Application of Sinacori Builders, LLC to rezone properties from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District. The properties are located along the southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County. The subject property consists of +/- 164.74 acres. Tax Map 4, Parcels 1 and 2 and Tax Map 3, Parcel 40.02, 40.04, 40.06, 40.09, and a portion of Tax Map 3, Parcel 40. They are proposing 328 lots in their Cluster Subdivision Overlay District. There will be 192 traditional single-family lots and 136 age-restricted single-family lots.

**Points to Consider:** They are proposing to preserve over 63 acres of open space. The subdivision will have a variation of lot widths from 55, 65, 75, and some 95 lots. It will be a pedestrian-friendly subdivision and they will be preserving an area that is known as a Revolutionary War camp site.

**Funding and Liability Factors:** The applicant has also proposed a development agreement between Sinacori Builders and Lancaster County.

**Council Options:** Two options: Approve the rezoning application or Deny the rezoning application for the Sinacori Builders LLC – Covington Subdivision.

**Recommendation:** At the Lancaster Planning Commission meeting on April 21<sup>st</sup>, 2015, the Commission recommended to approve the rezoning application. The Planning Staff's full report is located on the Planning Department's website under 2015 Planning Commission Agendas and Minutes. We also received a letter from Jane Tanner concerned about the added traffic for Barberville Road and Harrisburg Road. This letter was turned in on April 21, 2015 after the Planning Commission's recommendation and a copy of it is available in the Planning Department.

## PLANNING STAFF REPORT: RZ-015-005

APPLICANT: MR. RUSS SINACORI (SINACORI BUILDERS)

---

### I. FACTS

#### A. GENERAL INFORMATION

**Proposal:** This is the rezoning application of Mr. Russ Sinacori to apply the Cluster Subdivision Overlay District (CSOD) floating zone to  $\pm$  164.5 acres located near the intersection of Harrisburg Road and Barberville Road. The property is currently zoned R-15P and is proposed to be rezoned to R-15P with the CSOD designation.

**Property Location:** The properties which are proposed to be rezoned are located near the intersection of Harrisburg and Barberville Road in Lancaster County, SC and abut the North Carolina/South Carolina State Line.

**Legal Description:** TMS No. 0004-00-002.00, 0004-00-001.00, 0003-00-040.06, 0003-00-040.04, 0003-00-040.02, 0003-00-040.09, and a portion of 0003-00-040.00.

**Zoning Classification:** R-15P, Moderate Density Residential/Agricultural Panhandle District.

**Voting District:** District 7, Brian Carnes

#### B. SITE INFORMATION

**Site Description:** The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County and immediately adjacent to the North Carolina/South Carolina state line. Clem's Branch traverses the site resulting in approximately one-third of the subject property south of the stream and two-thirds on the north side of the stream.

#### C. VICINITY DATA

**Surrounding Conditions:** The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the SOUTH are zoned R-15P Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the EAST (Mecklenburg County) are zoned R-5 (CD) which permits a density of five units per acre. Adjacent parcels to the NORTH are zoned R-15P. Adjacent parcels to the WEST are zoned R-15P and R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.



D. EXHIBITS

1. Rezoning Application
2. Tax Inquiry Sheet
3. Vicinity Map
4. RZ-015-005 Cluster Subdivision Overlay District Schematic Plan
5. Lancaster County Future Land Use Map-Panhandle Area
6. Lancaster County Future Land Use Map-Zoomed Panhandle Area with Transparent Land Use Layer

**II. FINDINGS**

CODE CONSIDERATIONS

The **R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT** is designed to accommodate single-family residential developments (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **CLUSTER SUBDIVISION OVERLAY DISTRICT (CSOD)** is a residential development district designed to offer an alternative to traditional subdivision design, with the primary purpose being to encourage open space in exchange for a reduced lot size. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site, in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSOD, and such reductions are only permissible within a CSOD. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. The techniques used to concentrate buildings may include, but shall not be limited to, reduction in lot area, minimum setback requirements, and minimum lot width. The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located. Cluster subdivisions are permitted in low to moderate density single-family residential districts (R-30, R-30P, R-15, and R-15P) and are subject to certain provisions. Cluster subdivisions are not permitted in any residential district in which multiple-family developments or manufactured homes are allowed.

### III. CONCLUSIONS

As many of you know, this site was previously entitled under the provisions of the Lancaster County CSOD by M/I Homes in 2014. This project was known as Southstone. However, per the requirements of the approved development agreement, the property was not conveyed to the developer. Thus, the rezoning approval granted by Lancaster County Council was voided.

The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the SOUTH are zoned R-15P. Adjacent parcels to the EAST (Mecklenburg County) are zoned R-5 (CD) which permits a density of five units per acre. Adjacent parcels to the NORTH are zoned R-15P. Adjacent parcels to the WEST are zoned R-15P and R-15S.

The current surrounding land uses include single family residential and undeveloped land. The BridgeHampton single-family residential subdivision is located to the south of the subject site. The portion of BridgeHampton within Lancaster County consists of 262 lots on 133.9 acres for a density of 1.95 DU/AC. The BridgeHampton subdivision was approved by Lancaster County in 1998.

As noted at the Planning Commission workshop on Thursday April 2<sup>nd</sup>, the area of Clem's Branch adjacent to the state line was the site of a Revolutionary War camp in 1780. It is Planning Staff's desire that this area be saved and incorporated into the required CSOD open space on this site. After submittal of the CSOD Preliminary Plan, the Planning Commission will hold a public hearing at a later date for the proposed Covington Preliminary Plan. This matter will be further discussed at that time.

The future land use map designates this portion of Lancaster County as *Neighborhood Mixed Use*. Per the Lancaster County Comprehensive Plan, the *Neighborhood Mixed Use* category seeks to encourage walkable neighborhoods.

Walkability is a key provision of the Lancaster County Cluster Subdivision Overlay District. At minimum sidewalks must be installed on one side of all local streets and on both sides of arterial and collector streets. Staff would also like to note that sidewalks will be required on Barberville Road and Harrisburg Road via the Development Agreement. The purpose of this will be to meet the goal of Neighborhood Mixed Use walkability. Additionally, all open space within the CSOD must be accessible to pedestrians. Planning Staff also anticipates that the project site will support pedestrian paths within open space areas. An optimal Preliminary Plan would connect these pedestrian paths into the Revolutionary War era campsite location.

A traffic improvement analysis (TIA) was prepared for this site per the requirements of the Lancaster County CSOD Ordinance. The current project proposed by the applicant maintains the same number of lots that was proposed within the former Southstone project. The TIA, which was prepared by Sprague and Sprague Consulting Engineers, recommends that left turn lanes with 150 feet of storage be constructed on Barberville



and Harrisburg Roads respectively. The TIA further recommends that right turn lanes with 100 feet of storage should be provided at the project egress points. SCDOT has concurred with these recommendations.

Review of the road network within the proposed Covington CSOD will occur during the Lancaster County Development Review Committee (DRC) phase. Lancaster County Fire Service plays a key role within the DRC process. Any comments by Lancaster County Fire Service mandating that the project have additional emergency ingress/egress point(s) will be supported by Lancaster County Planning Staff.

At present the schematic plan does not address the issue of internal connectivity with respect to emergency services. Specifically there is concern with the collector road which serves Villages 1, 2, 3 and 4. With it there exists the potential that emergency services will not be delivered in a timely manner if the road becomes impassable. This situation would obviously also hinder resident ingress and egress.

The developer is aware that Lancaster County Staff has trepidation regarding negative outcomes which could result if this road becomes blocked, damaged or unusable. This situation must be addressed during the Preliminary Plan process before approval is granted.

#### **IV. RECOMMENDATION**

Placing the CSOD designation on the properties within this rezoning application mandates open space and additional design standards than would not be required with the underlying R-15P zoning district alone. These provisions will be applied to the forthcoming Covington Preliminary Plan. Rezoning the subject properties to R-15P with a CSOD should result in a residential subdivision that will preserve significant environmental and historical site features.

Based on the findings of this rezoning application, Planning Staff advises that the Lancaster County Planning Commission recommend **APPROVAL** of RZ-015-005.

\*By a vote of 6-0 the Planning Commission voted that RZ-015-005 be forwarded to Lancaster County Council with a recommendation for **APPROVAL**.

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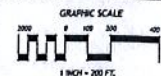


**Covington**  
Exhibit G

**Cluster Subdivision  
Overlay District  
Schematic Plan**

**RZ-015-005**

PROJECT LOCATION	Lancaster County, S.C.
------------------	------------------------

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1 of 1







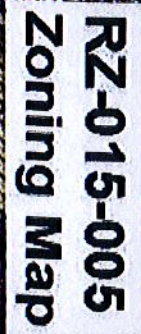
**RZ-015-005**  
**Vicinity Map**

**Subject Properties**



**Lancaster**  
County  
PA 17601





## Subject Properties







**RZ-015-005**  
**Future Land Use Map**

Neighborhood Mixed Use

Neighborhood Mixed Use

Neighborhood Mixed Use

Neighborhood Mixed Use

**Subject Properties**





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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1361

)

**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  
Second Reading: July 13, 2015  
Third Reading: July 27, 2015

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## Agenda Item Summary

Ordinance # / Resolution#: **DISCUSSION ITEM ONLY**

Contact Person / Sponsor: Penelope G. Karagounis and Hal Hiott

Department: Lancaster County Planning Department and Parks and Recreation Department

Date Requested to be on Agenda: June 22, 2015

**Issue for Consideration:** This is to be placed on County Council's Discussion Item. This Agenda Item Summary is to provide County Council an update with the second phase of the Twelve Mile Creek Trail at Walnut Creek Park. The Town of Waxhaw was in charge of selecting the company to construct the suspension bridge for the trail. They went through a bidding process. Alpine Towers will be the company constructing the suspension bridge. This company is a 26 year old company that has the experienced to construct this type of bridge. A construction timeline will be developed and shared with us. In the next couple of weeks, both Town of Waxhaw and Lancaster County will be reviewing a first draft of the maintenance agreement.

**Points to Consider:** Some general input - Simple maintenance is the key. 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.

**Funding and Liability Factors:**

N/A

**Council Options:**

N/A

**Recommendation:**

N/A



## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Council Vice-Chairman Carnes/ Steve Willis/ Jeff Catoe
Department:	Council/ Admin/ Public Works
Date Requested to be on Agenda:	June 22, 2015

**Issue for Consideration:**

Update on status of Regent Parkway.

**Points to Consider:**

The SCDOT has concurred to accepting this roadway as well as the 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.

**Funding and Liability Factors:**

N/A

**Council Options:**

This is a report on the status of the roadway. The package will be reviewed for finalization and printing on Tuesday June 16<sup>th</sup>. Councilman Carnes, Jeff, and I will be meeting with the developer to learn the status on Wednesday June 17<sup>th</sup>. This is a placeholder to allow for Councilman Carnes to make a report on the meeting at the June 22<sup>nd</sup> Council meeting.

**Recommendation:**

None at this time but Councilman Carnes may have a recommendation following the Wednesday meeting.

## Agenda Item Summary

Ordinance # / Resolution#:	County Council/ Action Item
Contact Person / Sponsor:	Paul Moses/ Airport Commission
Department:	Airport
Date Requested to be on Agenda:	June 22, 2015

### **Issue for Consideration:**

Design of large aircraft apron at Lancaster Airport/ McWhirter Field. Attached are the FAA grant documents and contract for services from the airport engineering firm.

### **Points to Consider:**

This matter is coming from the Airport Commission. We are having larger aircraft using the field more frequently. Attached is a report from Paul on the jets that have come in. When you have more than 2 larger jets on site at the same time, parking space becomes an issue.

The apron would be able to handle a large aircraft hangar if an entity desired to construct one.

This project, while necessary, doesn't rank high on the FAA priority list. This means we will likely have to bank our FAA federal allocation for several years to save enough money to pay for construction.

This will delay consideration of the terminal relocation project; however, staff and Council have questioned the feasibility of that project. Like this project, that will likely involve saving the FAA allocation for a number of years.

### **Funding and Liability Factors:**

The total project is \$160,099. Of this amount \$144,089 is federal, \$8,005 is state, and \$8,005 would be the local match. This is design and advance engineering, such as environmental, stormwater design, etc. and not actual construction.

### **Council Options:**

Approve or reject moving forward with the apron design project.

### **Staff Recommendation:**

Approve moving forward.










### **Committee Recommendation:**

Recommend approval but asked we quantify the number of jets. (see attached report)












# Lancaster County Airport

## Corporate Aircraft Activity

N Number	Aircraft Type	Company Name / Owner	Arrival Date	Departure Date	Fuel Purchased / [Ramp Fee]	Picture
N841QS	Cessna 560 Citation	NetJets Sales, Inc.	1/21/2014	1/21/2014	\$1,710.72	
N777JQ	EMB-500	Avionus, LLC	1/23/2014	1/23/2014	\$617.76	
N184TB	Gulfstream 200	Thomas & Betts, Corp.	3/12/2014	3/12/2014	\$869.62	
N350RR	Beechcraft B300	Titanium Business Group/422 W Cumberland, LLC	3/19/2014	3/19/2014	\$0.00	
N422RR	Citation 510	L & C Railroad/422 W Cumberland, LLC	3/24/2014	3/24/2014	\$475.20	
N550MX	Cessna 525B	B-3 Aviation, LLC	3/26/2014	3/26/2014	\$950.40	
N390MD	AW139	Maryland State Police Aviation Command	3/27/2014	3/27/2014	\$1,558.00	
N380AL	Cessna 421B	Interstate Automotive Services, Inc.	4/16/2014	4/16/2014	\$0.00	
N75NP	CL-600-2B16	Nationwide Mutual Insurance Company	4/23/2014	4/24/2014	[\$200.00]	




N1102B	CL-600-2B16	Heritage Aviation Service, LLC	5/7/2014	5/7/2014	\$3,564.00	
N184TB	Gulfstream 200	Thomas & Betts, Corp.	5/12/2014	5/12/2014	[\$50.00]	
N550MX	Cessna 525B	B-3 Aviation, LLC	5/19/2014	5/19/2014	\$1,188.00	
N26SC	HS 125-700A	SC Aviation, Inc.	5/21/2014	5/21/2014	\$508.46	
N350RR	Beechcraft B300	L & C Railroad/422 W Cumberland, LLC	5/21/2014	5/21/2014	[\$50.00]	
N3QE	Cessna 510	QE Air, Inc.	6/3/2014	6/3/2014	\$332.64	
N365CS	Beech 300	Lufkin Air, LLC	6/3/2014	6/3/2014	\$1,492.13	
N261GB	Beech C90	Magic Leasing, LLC	6/11/2014	6/11/2014	\$285.12	
N184TB	Gulfstream 200	Thomas & Betts, Corp.	6/12/2014	6/12/2014	[\$50.00]	
N422RR	Cessna 510	L & C Railroad/422 W Cumberland, LLC	6/12/2014	6/12/2014	\$617.76	



N580QS	Cessna 560XL	NetJets Sales, Inc.	6/20/2014	6/20/2014	[\$50.00]	
N8CA	Cessna 208B	Pacific Air Center, LLC	7/3/2014	7/3/2014	\$733.28	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	7/7/2014	7/7/2014	\$983.25	
CFNRG	Gulfstream IV	Conodu	7/16/2014	7/16/2014	\$2,494.80	
N785AD	Falcon 2000EX	ADM Milling Company	7/17/2014	7/17/2014	\$670.68	
N365CS	Beech 300	Lufkin Air, LLC	7/20/2014	7/20/2014	\$1,341.36	
N101A	Cessna 180B	Jared Decker	8/20/2014	8/20/2014	\$3,086.80	
N522EL	Raytheon 400A	Freds, Inc.	8/28/2014	8/28/2014	\$712.80	
N98DH	Cessna 525A	Crystal Coast Jet II, LLC	9/9/2014	9/9/2014	\$617.76	
N707EL	Cessna 525A	Silver Dollar Partners, LLC	9/17/2014	9/17/2014	\$950.14	



N31A	Beech E-90	Davis Air, Inc. (CVS Pharmacy)	9/17/2014	9/17/2014	\$0.00	
N3AH	Beech 300	American Aviation Charters, LLC	9/29/2014	9/29/2014	\$1,192.75	
N488LX	Beech 400A	Sunset 10 Leasing, LLC	9/30/2014	9/30/2014	\$489.46	
N56DA	Beech B200	Aviation Investment Partners, LLC	9/30/2014	9/30/2014	\$712.80	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	10/6/2014	10/6/2014	\$2,328.48	
N350RR	Beechcraft B300	L & C Railroad/422 W Cumberland, LLC	10/7/2014	10/7/2014	[\$50.00]	
N350RR	Beechcraft B300	L & C Railroad/422 W Cumberland, LLC	10/29/2014	10/29/2014	\$532.22	
N770RL	Beech 100	Sky King 101, LLC	11/10/2014	11/10/2014	\$380.16	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	12/1/2014	12/1/2014	\$1,425.60	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	12/5/2014	12/5/2014	\$1,021.68	



N97KL	Hawker 850XP	Moulded Plastics	12/17/2014	12/17/2014	\$1,425.60	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	12/17/2014	12/17/2014	\$0.00	
N77VG	Cessna 525	Campbell Oil Company, Inc.	3/9/2015	3/9/2015	\$617.76	
N300FJ	EMB-505	Fischell Aviation 300, LLC	3/12/2015	3/12/2015	[\$50.00]	
N878JP	Cessna 525A	Jim Pattison USA, Inc.	4/13/2015	4/17/2015	\$712.00 / [\$200.00]	
N57HJ	Gulfstream IV	Proctor Gamble Duracell / Warren Buffet	4/16/2015	4/16/2015	\$2,851.20	
N882CA	Lear 45	Conagra Foods, Inc.	4/22/2015	4/22/2015	\$1,283.04	
N86NP	Challenger 605	Nationwide Mutual Insurance	4/22/2015	4/23/2015	[\$100.00]	
N8HQ	Beech 400	MLW Lapaloma, Inc.	4/30/2015	4/30/2015	\$0.00	
N350RR	Beechcraft B300	L & C Railroad/422 W Cumberland, LLC	5/14/2015	5/14/2015	\$0.00	

## 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 July 1, 2015.

**Points to Consider:**

**District 1:**

Indian Land Fire Protection District - Peggy Burke to a 4 year term.

**District 7:**

Historical Commission – appointment of Mikki Stacks to the Historic Commission to a 4 year term. Ms. Stacks presently serves as an advisor.

**School District:**

Community Relations – Chris Thorpe to a 4 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.



## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Chairman Bob Bundy
Department:	Council
Date Requested to be on Agenda:	June 22, 2015

**Issue for Consideration:**

LCEDC Board member appointments.

**Points to Consider:**

At the prior meeting there was some discussion of holding off on appointing a reconstituted Board of Directors until the bylaws were finalized and approved.

If this happens, the current members will continue to serve until their successors are appointed and qualified.

**Funding and Liability Factors:**

N/A

**Council Options:**

Council may make appointments under the existing Bylaws or wait and reconstitute the Board once the new Bylaws are adopted.

**Staff Recommendation:**

Wait and appoint a reconstituted Board.

**Committee Recommendation:**

This matter has not been before a Committee.

## **Title 33 - Corporations, Partnerships and Associations**

### **CHAPTER 31**

#### **South Carolina Nonprofit Corporation Act**

### **ARTICLE 8**

#### **Directors and Officers**

##### **SECTION 33-31-805. Terms of directors generally.**

(a) The articles or bylaws may specify the terms of directors. Except for designated or appointed directors, the terms of directors may not exceed five years. In the absence of a term specified in the articles or bylaws, the term of each director is one year. Directors may be elected for successive terms.

(b) A decrease in the number of directors or term of office does not shorten an incumbent director's term.

(c) Except as provided in the articles or bylaws:

(1) the term of a director filling a vacancy in the office of a director elected by members expires at the next election of directors by members; and

(2) the term of a director filling another vacancy expires at the end of the unexpired term that such director is filling.

(d) Despite the expiration of a director's term, the director continues to serve until the director's successor is elected, designated or appointed, and qualifies, or until there is a decrease in the number of directors.

**HISTORY:** 1994 Act No. 384, Section 1.



**SUBJECT: SOLICITOR'S OFFICE GRANT**

Attached is an extension notice for a grant for the Solicitor's Office. We only act as the "pass through" for this grant and it has no impact on County finances. This is provided as information only to Council.

SW



## South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

June 11, 2015

Mr. Steve Willis  
County Administrator  
Lancaster County  
101 North Main Street  
Lancaster, South Carolina 29720-2409

RE: Victims of Crime Act Program Grant No. 1V14086  
Victim Services Specialist – Lancaster

Dear Mr. Willis:

I am pleased to advise you that the South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP), is extending your Victims of Crime Act (VOCA) grant for an additional three months. Included in this packet is a Grant Award Adjustment, which will extend your current level of grant funding an additional 90 days.

Traditionally, VOCA grant projects awarded through the South Carolina Department of Public Safety have commenced on July 1<sup>st</sup> and concluded on June 30<sup>th</sup>. However, delays in federal awards to the states have consistently put our department and, more importantly, your subgrants in a tenuous position. The Office of Highway Safety and Justice Programs cannot issue a subgrant until we receive our federal award, and these federal awards were often arriving within days of when your subgrants would expire. Consequently, victims of crime staff throughout the state were unsure of their continued tenure, and agency executives were unable to plan the VOCA portion of their budget.

In order to alleviate this condition, the new grant period for all victim services grants administered through the OHSJP will be from October 1<sup>st</sup> through September 30<sup>th</sup>. The 90-day extension on your current grant will avoid a gap in service for those subgrantees who receive a continuation award in 2015.

Please revise your grant budget to reflect the salary, fringe benefits, and operating expense increases in the Grants Management Information System (GMIS), using the budget page overview included in your packet. Your grant number for the project above will remain the same. The Grant Award Adjustment form, signed in blue ink, should be returned to our office no later than June 26, 2015. Support documentation to assist you in the process is attached to this letter. If you have any questions, please contact your program coordinator or Ms. B.J. Nelson at 803-896-8712 or [bjnelson@scdps.gov](mailto:bjnelson@scdps.gov). Thank you for your attention to this matter.

Sincerely,

Phil Riley  
Director

Enclosures

c: Mrs. Linda M. Macon



SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
POST OFFICE BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

**GRANT AWARD ADJUSTMENT**

Subgrantee: Sixth Circuit Solicitor's Office  
Grant Title: Victim Services Specialist - Lancaster  
Grant Period: 7/1/2015 - 9/30/2015 Date of Award: July 1, 2015  
Amount of Award: \$8,069 Grant No.: 1V14086

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, et seq, CFDA No. 16.575, and on the basis of the application submitted, the South Carolina South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with, including the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at [www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm](http://www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm). The OJP Financial Guide may be downloaded at [www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm).

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc. A copy of the Budget Detail Page of the grant application has been attached for the subgrantee's use in completing the request for payment forms.

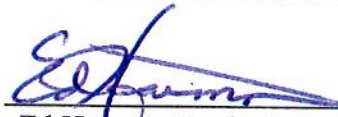
The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within fifteen (15) days from the date of the letter, and such quarterly progress reports and other reports required by the South Carolina South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

**ACCEPTANCE FOR THE SUBGRANTEE**



Signature of Official Authorized to Sign  
Steve Willis

**ACCEPTANCE FOR THE SFA**



Ed Harmon, Justice Programs Administrator  
Office of Highway Safety and Justice Programs



Phil Riley, Director  
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED  
AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

## Memo

**To:** Lancaster County Council  
**From:** Penelope G. Karagounis, Planning Director *PKC*  
**Date:** June 16, 2015  
**Re:** Planning Department Tasks

### Message:

At the Lancaster County Council meeting on June 8, 2015, I was asked my County Councilman Brian Carnes to supply a timeline of what the Planning Department will be doing during the moratorium process. During the 9 month moratorium, the Planning Department will still be working on reviewing Preliminary Plans for projects that have been already zoned and reviewing construction documents for subdivision projects. We will continue to administer all of the Development Review Committee cases for both new residential and commercial/industrial developments. The Planning Department will continue to accept and process Board of Zoning Appeal cases and also process any rezoning applications submitted for property south of Highway 5 throughout the rest of to Lancaster County. We have also been given the task starting in July with helping 911-Addressing with the road name changes for duplicate road names in the County. This process will be handled each month by the Lancaster County Planning Commission.

As for the Unified Development Ordinance, the entire staff of the Planning Department will be involved with the rewrite. Elaine Boone, Alex Moore, and I will be reviewing draft Chapters as well as the UDO Review Committee, Staff Committee (made up of certain Department Heads) and the entire Planning Commission Members. On the first Thursday of each month until December, the Planning Commission will have a separate meeting after their scheduled Planning Workshop to review the proposed UDO chapters and zoning map.

In July, Andy Rowe and Nick Cauthen will collect GIS data and conduct field checks throughout the County to compare proposed zoning of parcels with current and surrounding uses. We are able to use two vehicles and have two Interns work with Nick



and Andy to collect data quick and efficiently on laptops in the field. This will assist with the application and incorporation of new zoning districts.

My staff and I will be attending the four different types of public engagements that we are proposing with the community. These public engagements will begin in August until the end of fall and range from community level meetings to the official public hearings. Staff will assist Kara Drane from the Catawba Regional Council of Government with all of the data collecting with these public engagement projects and be involved in the official public hearing process with the Planning Commission and the County Council for the new UDO and Zoning Map.

I wanted to give you all a brief summary of what activities and responsibilities the Planning Department will continue providing during the moratorium timeframe as well as the staff participation in the development of the new UDO. Kara Drane will provide the quarterly update of the UDO project at your June 22, 2015 County Council meeting.

Thank you.

# MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, June 22 <sup>nd</sup>	6:30 p.m.	Regular Council Meeting
Tuesday, June 23 <sup>rd</sup>	8:00 a.m.	Public Safety
Friday, July 3 <sup>rd</sup>	Closed	Offices Closed for the 4 <sup>th</sup> of July
Monday, July 13 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Tuesday, July 14 <sup>th</sup>	8:00 a.m.	Public Safety Council Conference Room
Tuesday, July 14 <sup>th</sup>	3:00 p.m.	I&R Committee Council Conference Room
Thursday, July 16 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Monday, July 27 <sup>th</sup>	6:30 p.m.	Regular Council Meeting

## LANCASTER COUNTY STANDING MEETINGS

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