

Council Members

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



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

February 22, 2021

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Billy Mosteller**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. Recognition of Employees of the Quarter for 2020 and Employee of the Year for 2020 - Chairman Steve Harper
2020 Employees of the Quarter:
 - 1st Quarter - John McCain
 - 2nd Quarter - Custodial Team
 - 3rd Quarter - Carrie Catledge
 - 4th Quarter - Scott Hernandez
2020 Employee of the Year
 - John McCain
 - b. Presentation from the Information Technology Consultant, VC3, Pat Spampinato
6. **Citizens Comments**

[While in-person Citizens Comments are not currently suspended, due to public health and safety considerations and the need for continued social distancing, the County is strongly encouraging citizen input and comments be submitted in writing prior to the meeting. Comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at

<https://www.mylancastersc.org/> Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]

7. Consent Agenda

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

- a. Approval of Minutes from the February 8, 2021 County Council Regular Meeting
- b. Approval of Minutes from the February 9, 2021 County Council Committee Of The Whole Meeting
- c. 3rd Reading of Ordinance 2021-1706 regarding Rezoning Property Owned by Billie Coker From MDR to RR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.25 Acre Tract Of Property (TMS # 0082-00-020.00), Owned By Billie Coker, And Located On The South Side Of Mahaffey Line Drive, Across From The Intersection With Memorial Drive, Lancaster, South Carolina, From MDR, Medium Density Residential District, To RR, Rural Residential District. - **Planning Department Case Number: RZ-020-2602. Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the January 25, 2021 County Council Meeting. Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans**

- d. 2nd Reading of Ordinance 2021-1707 regarding Rezoning Property Owned by Tracey Griffin From RN to INS

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 0.46 Acre Tract Of Property (TMS # 0026-00-026.00), Owned By Tracey Griffin, And Located At 4889 Charlotte Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To INS, Institutional District. - **Planning Department Case Number: RZ-2020-2745. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans**

- e. 2nd Reading of Ordinance 2021-1714 regarding Rezoning Property Owned by Annie Leak from RN to AR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.3 Acre Tract Of Property (TMS # 0110-00-073.01), Owned By Annie Leak, And Located At 3887 Old Camden Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To AR, Agricultural Residential District. - **Planning Department Case Number: RZ-2020-2772. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans**

- f. 2nd Reading of Ordinance 2021-1715 regarding Amending the Unified Development Ordinance (UDO) regarding Home Occupations

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance Chapter Section 5.4.2, Home Occupation, To Modify The Various Standards Applicable To Home Occupations. - **Planning Department Case Number: UDO-TA-2020-0309. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans**

8. Non-Consent Agenda

- a. Correction of Resolution 1138-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership and Major Auto Repair and Maintenance Facility
Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use

Application To Permit A Non-Franchised Car Dealership and Major Auto Repair and Maintenance Facility To Be Located Upon Tax Map # 0020-00-004.00, At 6686 Waxhaw Hwy, Indian Land, South Carolina. - **Planning Department Case Number: CU-2020-2906. Planning Commission recommended approval by a vote of 7-0.**

***County Council approved by a vote of 6-0-1 on February 8, 2021 (Billy Mosteller Recused Himself from the Vote). The Resolution is being resubmitted to correct a scrivener's error. - Rox Burhans**

- b. Correction of Resolution 1139-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership and Major Maintenance and Repair Facility (Corrective)

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership And Major Maintenance And Repair Facility To Be Located Upon Tax Map # 0020-00-004.02, At 6711 Waxhaw Hwy, Indian Land, South Carolina. - **Planning Department Case Number: CU-2020-2907. Planning Commission recommended approval by a vote of 7-0.**

***County Council approved by a vote of 6-0-1 on February 8, 2021 (Billy Mosteller recused Himself from the Vote). The Resolution is being resubmitted to correct a scrivener's error. - Rox Burhans**

- c. Resolution 1140-R2021 regarding Assignment of 2020 Cooley Fee Agreement

Resolution Title: A Resolution To Consent To, Approve, And Ratify The Assignment Of The Fee Agreement By And Among Lancaster County, South Carolina, RISC, LLC And Cooley, Incorporated To K2 Lancaster, LLC And The Assignment Of The Special Source Revenue Credit Agreement By And Among Lancaster County, South Carolina, RISC, LLC And Cooley, Incorporated To K2 Lancaster, LLC. - **Jamie Gilbert**

- d. Resolution 1141-R2021 regarding Authorizing the Sheriff to present a Service Sidearm to Sergeant Joey Edwards on the Occasion of His Retirement

Resolution Title: A Resolution Expressing Appreciation To Sheriff's Sergeant Joey Edwards And Authorizing A Gift To Him By Lancaster County Of His Service Sidearm On The Occasion Of His Retirement - **Steve Willis/Sheriff Barry Faile**

- e. 2nd Reading of Ordinance 2021-1701 regarding Rezoning Property Located at the Southwest Intersection of Henry Harris Road and Shelley Mullis Road from RN and LDR to MDR (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 168.28 Acres Of Property (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 And 0013-00-055.05) As Well As An Approximately 36.58 Acre Tract Of Property (A Portion Of TMS # 0013-00-55.06), Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From RN, Rural Neighborhood, And LDR, Low Density Residential Districts, To MDR, Medium Density Residential District. - **Planning Department Case Number: RZ-020-2054. Planning Commission recommended approval by a vote of 6-1. Passed 6-1 at the February 8, 2021 County Council Meeting (Terry Graham opposed). - Rox Burhans**

- f. 2nd Reading of Ordinance 2021-1702 regarding Rezoning Property Owned by Wilson Acres, LLC From LDR to INS (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.04 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Owned By Wilson Acres, LLC, And Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To INS, Institutional District. - **Planning Department Case Number: RZ-020-2569. Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans**

- g. 2nd Reading of Ordinance 2021-1703 regarding Approval of a Development Agreement for the Wilson Creek Development Project

Ordinance Title: An Ordinance To Approve A Development Agreement For The Wilson Creek Development Project Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. - ***Planning Department Case Number: DA-020-2054. Planning Commission recommended approval by a vote of 6-1. (Positive Recommendation - Infrastructure and Regulation Committee). Passed 7-0 at the February 8, 2021 County Council Meeting. - Rox Burhans***

- h. 1st Reading of Ordinance 2021-1716 regarding Authorization for Lancaster County to Quit Claim Title to Real Property within an Unopened Portion of Culp Landsford Road to Adjacent Landowners

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property Within An Unopened Portion Of Culp Landsford Road To Adjacent Landowners. - ***Steve Willis/John DuBose***

- i. 1st Reading of Ordinance 2021-1717 (by Title Only) regarding Amending the Unified Development Ordinance regarding the Minimum Lot Size for the Institutional (INS) District

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance To Modify The Minimum Lot Size For The Institutional (INS) District - ***Rox Burhans***

9. **Discussion and Action Items**

- a. Additional Funding Allocation for Hope on the Hill Barr Street Auditorium Project - Steve Willis
- b. Discussion of Bid for Replacement Fire Apparatus - Elgin Engine 601 - Steve Willis/Darren Player
- c. Discussion of Impact Fee - Steve Willis/Kim Belk/John DuBose
- d. Follow-up on Construction of Detention Center and Magistrates Court - Steve Willis/John DuBose
- e. Request for Special Council Meeting - Steve Willis

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

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1713 regarding Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement with Project Smith
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, #####, Inc., And @@@@, LLC, (Project Smith) Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 6-0 at the January 11, 2021 County Council Meeting (Larry Honeycutt absent). Passed 7-0 at the January 25, 2021 County Council Meeting. - Jamie Gilbert***
- b. HELD - 2nd Reading of Ordinance 2021-1705 Regarding Adoption of Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees
Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection, Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date. - ***Passed 7-0 at the February 8, 2021 County Council Meeting. - Steve Willis/John DuBose/Kim Belk***

11. **Miscellaneous Reports and Correspondence**

12. **Citizens Comments**

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

- a.** Three Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. *Economic Development Discussions: Project Creamsicle and Project Potato. SC Code 30-4-70(a)(5).*
2. *One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).*
3. *Discussion of Two Contractual Matters. SC Code 30-4-70(a)(2).*

14. Adjournment

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

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

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Kimberly Belk / Administration

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Report of findings from IT evaluation conducted by third party.

Points to Consider:

The County obtained VC3 to look at our IT operations this past Fall. The major findings of that process will be given in a special presentation.

Funding and Liability Factors:

N/A

Council Options:

N/A

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Lancaster County IT Assessment Executive Summary	2/17/2021	Presentation

A photograph of the Lancaster County Administration Building, a large brick structure with white columns and a prominent arched window. A blue clock tower stands in front of the building. The text "LANCASTER COUNTY ADMINISTRATION BUILDING" is visible on the top of the building. The title "Discover Lancaster County" is overlaid in large white letters.

Discover Lancaster County

IT Assessment Executive Summary

Lancaster County, SC
Feb 22, 2021

Background

- Lancaster County engaged VC3 Inc. for Technology Assessment
 - VC3 to Interview Key Staff members
 - VC3 to audit IT Infrastructure
 - VC3 Identify areas of strengths and improvements
 - VC3 provide recommendations and cost estimates
-
- A separate Project run concurrently to evaluate IT Staffing
 - This information was previously discussed/reviewed

Background

- VC3 is aware that many changes have occurred within the IT structure recently
- Some of the findings are a result of the transition
- Some of the findings are a result of historical knowledge that is no longer at Lancaster County and do not necessarily reflect the ability of the remaining staff
- Where possible it is noted that a change may already be in the works to address items that we feel are noteworthy

IT Assessment Team

Name	Role
Amy McKeown	Project Manager
Cameron Scruggs	Network Engineer
Clif Godfrey	Systems Engineer
John Hey	Chief Strategist
Patrick Spampinato	Virtual CIO
Steven McQuithy	Systems Engineer
Josh MacFarland	Account Executive

Process Review

- Performed 33 interview sessions with 51 staff members
 - Understand the organization process flow
 - Understand the technology needs of staff
 - Understand the use of technology throughout the organization
- Performed onsite & offsite audits
 - Examine IT Infrastructure for sound functionality
 - Examine IT Infrastructure for Best Practice deployment and usage
 - Identified strengths and areas of improvement
- *Note: To save costs on this assessment, parts of the assessment was based on County provided data*

Findings and Observations

Score: C-

Support Category	What this means...	
Total of 76 Findings and Observations	Relevant and impactful items noted during the interviews and audits	
27 “Green Checks”	Items following IT Best Practices, good standards, items to continue	
29 “Yellow Dash”	- Currently working as is but should be improved - Security risk if not changed - Soon to be outdated or unsupported - Not suitable for a business class infrastructure - Staff productivity at risk	
17 “Red Xs”	- These keep you up at night - Should be changed as soon as possible - Not following best practices - Imminent security risk and/or risk of failure - Highly likely to impact staff productivity	
3 Informational	- Reference points, observations - Noteworthy	

Data Security Guidelines

<i>VC3 recommended security toolsets</i>			
Solution	Core	Compliance	Advanced
Anti-Virus	✓	✓	✓
Anti-Spam	✓	✓	✓
Patch Management	✓	✓	✓
Firewall Management	✓	✓	✓
Backup Monitoring	✓	✓	✓
Security Notifications	✓	✓	✓
Password Policy	✓	✓	✓
Office 365 E-Mail Message Encryption	✓	✓	✓
Office 365 Multi-Factor Authentication	✓	✓	✓
Office 365 User Authentication Monitoring	✗	✓	✓
Office 365 Advanced Threat Protection	✗	✓	✓
Server and Network Device Log Retention	✗	✓	✓
Data Loss Prevention	✗	✓	✓
Security Awareness Training - Basic	✗	✓	✓
Intrusion Detection Service / Intrusion Prevention Service Module (IDS/IPS)	✗	✓	✓
Anti-Malware	✗	✓	✓
Basic Web Filtering Setup	✗	✓	✓
Mobile Device Management - Basic	✗	✓	✓
Annual External Security Scan	✗	✓	✓
Domain Integrated Multi-Factor Authentication	✗	✓	✓
Employee Policy Guidance	✗	✓	✓
Security Analyst	✗	✓	✓
Advanced Anti-SPAM Filtering	✗	✓	✓
Cyber Liability Insurance Guidance	✗	✗	✓
Annual Security Assessment	✗	✗	✓
Advanced IDS/IPS	✗	✗	✓
Security Incident & Event Management	✗	✗	✓
Mobile Device Management - Advanced	✗	✗	✓
Quarterly External Security Scans	✗	✗	✓
CISO	✗	✗	✓

****Bolted items are currently done in Lancaster**

Recommendations

- 31 Recommendations to resolve, alleviate, improve
- 3 Recommendations overlapped with Staffing Assessment
- 2 Recommendations are currently being implemented
 - O365 and SAN
- Several recommendations can be accomplished internally
 - May be outsourced for faster turnaround and supplemental skillsets
 - Lancaster County can benefit from a CIO
- Action imperative to avoid reoccurrence

Roadmap and Costs

Estimated Project Cost					
Project	Low Range	High Range	Notes	Deploy	Pri
Replace EOL PCs	\$ 7,500	\$ 23,250	Replace 31 Windows 7, 8.1, Aged machines - hardware (or AAS)	Q1	1
<i>Replace EOL PCs</i>	\$ -	\$ 18,476	<i>Optional: Labor for above if outsourced</i>	<i>Q1</i>	<i>1</i>
Implement PC Refresh	\$ -	\$ -	Write a policy, approve and follow - should be no cost	Q1	2
PC Application Cleanup	\$ -	\$ 11,250	Can be done with existing staff. High represents Outsource cost	Q2	3
Upgrade EOL Servers	\$ -	\$ 1,800	Upgrade 3 Servers - can be done by IT staff - High outsource	Q1	1
<i>Upgrade soon to be EOL</i>	\$ -	\$ 9,000	Can be done with existing staff. High represents Outsource cost	Q4	2
Server Cleanup	\$ -	\$ 1,500	Can be done with existing staff. High represents Outsource cost	Q1	2
Active Directory Cleanup	\$ -	\$ 3,000	Can be done with existing staff. High represents Outsource cost	Q1	2
<i>O365 Email Migration</i>			Project in process	<i>Q1</i>	<i>1</i>
OneDrive Migration	\$ 55,000	\$ 63,000	OneDrive Data Migration Costs (assuming 500 users with O365)	Q1 Y2	3
<i>Replace FreeNAS</i>			Project signed off - ready to proceed	<i>Q1</i>	<i>1</i>
SharePoint Migration	\$ 6,000	\$ 10,000	File Migration to SharePoint Storage	Q4 Y3	3
Network Redesign	\$ 145,000	\$ 175,000	Multi-year project to replace ALL network equipment	Q4 Y1-2	2
Patching Testing	\$ -	\$ -	Can be done with existing staff. High represents Outsource cost	Q1	2
Fire Suppression	\$ 7,500	\$ 10,000	Waterless Fire Suppression installation and maintenance	Q4	2
ISP Failover	\$ 9,600	\$ 14,400	Annual Costs for secondary circuit and labor for configuration	Q2 Y2	2
Offsite Backup	\$ 8,400	\$ 40,800	Wide range of options and levels of recovery	Q4	1
Secondary Data Center	\$ 12,000	\$ 300,000	Annual costs for collocated rack up to virtual hosting in cloud	Q1 Y3	3
Strong Passwords	\$ -	\$ -	Can be done with existing staff. High represents Outsource cost	Q1	1
User Awareness Training	\$ -	\$ 18,910	Phishing testing, user training/tracking/CISO Services	Q4	1
MFA	\$ -	\$ 29,700	Possible done w/existing staff. High represents Outsource costs	Q1 Y2	1
IT Governance	\$ 20,000	\$ 27,500	Optional outsource to define and document Governance	Q1 Y2	2
DR Risk Assessment	\$ 25,000	\$ 30,000	Optional outsourcing to define DR Risk	Q4 Y3	3
<i>Supplemental IT Services</i>			Number presented during Staffing Analysis	<i>Q1</i>	<i>1</i>
<i>Hire Help Desk Staff</i>			Number presented during Staffing Analysis	<i>Q1</i>	<i>1</i>
Obtain CIO Services	\$ -	\$ 130,000	Hire, Consult, integrate with Support contract	Q4	2
Totals	\$ 296,000	\$ 917,586			

Questions



Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Approve or amend the minutes from the February 8, 2021 County Council regular meeting.

Points to Consider:

The draft minutes from the February 8, 2021 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Council can approve or amend the minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 2-8-2021 County Council Regular Meeting	2/17/2021	Backup Material

Council Members

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



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

February 8, 2021

5:30 PM

**101 North Main Street
Lancaster, SC 29720**

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

MINUTES

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

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jeff Catoe, Public Services Director; various Department Heads; various staff; Attorneys Wade Mullins and Hank Wall from the Bruner Powell Law Firm in Columbia; press; and citizens.

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

Call to Order Regular Meeting - Chairman Steve Harper

Chairman Steve Harper called the regular meeting of County Council to order at approximately 5:30 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the Council meeting.

Pledge of Allegiance and Invocation - Council Member Larry Honeycutt

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

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Allen Blackmon.

Steve Willis requested that the agenda be amended to move Consent Agenda **Item 8c. (2nd Reading of Ordinance 2021-1706)** to the Non-Consent Agenda for the purposes of amending the Ordinance due to a typographical error.

Brian Carnes moved to amend Section 2 of the Ordinance to correct a scrivener's error that listed Medium Density Residential as the new zoning district and moved to amend the ordinance so that the new district is listed as the Rural Residential Neighborhood District as was requested by the rezoning applicant. Seconded by Charlene McGriff.

John DuBose explained, that as a point of order, that the motion to amend should really be made once the Ordinance comes up for Council discussion, which could be done at the end of the Non-Consent Agenda. Steve Harper indicated that the Ordinance would be discussed at the end of the Discussion/Action Items.

The motion to amend Passed 7-0.

The motion to approve the agenda as amended Passed 7-0.

Special Presentations

There were no Special Presentations given during the Council meeting.

Executive Session

Two Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. *Discussion of a Contractual Matter. SC Code 30-4-70(a)(2).*
2. *One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2),*

Charlene McGriff moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 7-0. At approximately 5:33 p.m., Council went into Executive Session to discuss the following items: (1) discussion of a contractual matter, pursuant to SC Code 30-4-70(a)(2); and (2) one legal briefing regarding a pending or threatened litigation matter, pursuant to SC Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 6:01 p.m. Larry Honeycutt moved to come out of Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council discussed one contractual matter and received one legal briefing on a pending or threatened litigation matter. He explained that, during Executive Session, no decisions were made and no votes were taken.

Citizens Comments

The following citizens signed up to speak during Citizens Comments:

1. Dana Wilson, Fort Mill, SC, spoke regarding the Wilson Creek rezoning request.
2. Evan Freeman, Indian Land, SC, spoke regarding Impact Fees or Ordinance 2021-1705.
3. Pamela Helms, Lancaster, SC, spoke regarding Ordinance 2021-1700. She provided a fifteen page handout that included a written printout of her comments and pictures and that handout is attached as Schedule A to the written minutes in the Clerk to Council's office.

4. Ryan Urban, Lancaster, SC, spoke regarding Ordinance 2021-1700. He provided a five page handout that included pictures and a copy of an Easement Agreement and that handout is attached as Schedule B to the written minutes in the Clerk to Council's office.
5. Johnny Martin, Lancaster, SC, spoke regarding Resolution 1138-R2021 and Resolution 1139-R2021.
6. Reverend Wayne Murray and Ben Dunlap, representing Hope on the Hill, spoke regarding the request for additional funding for the Barr Street Auditorium project. They noted that the funds would be used to finish the project.
7. Mike Neese, Indian Land, SC, spoke regarding Impact Fees or Ordinance 2021-1705.

The following citizens submitted written comments for Citizens Comments, which were acknowledged by the County Administrator and for which each Council member received a written copy:

1. Clare McConaughay, Indian Land, SC, sent in comments regarding Ordinance 2021-1705 and a copy of her written comments are attached as Schedule C to the written minutes in the Clerk to Council's office;
2. Indian Land Action Council (Submitted by Clare McConaughay), Indian Land, SC, sent in comments regarding Ordinance 2021-1705 and a copy of the written comments are attached as Schedule D to the written minutes in the Clerk to Council's office.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **8a.**, **8b.** and **8c.** Steve Harper noted that Item **8c.** (**2nd Reading of Ordinance 2021-1706**) that was originally listed on the Consent Agenda in the agenda packet was moved to the Non-Consent Agenda during the Approval of the Agenda. Billy Mosteller restated his motion and moved to approve Consent Agenda Items **8a.** and **8b.** *[as listed in the Agenda packet, which are the same as Item a. and Item b. listed below]*. Seconded by Charlene McGriff. Motion Passed 7-0.

- a. **Approval of Minutes from the January 19, 2021 County Council Committee Of The Whole Meeting**
- b. **Approval of Minutes from the January 25, 2021 County Council Regular Meeting**

Non-Consent Agenda

Public Hearing and Resolution 1138-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership To Be Located Upon Tax Map # 0020-00-004.00, At 6686 Waxhaw Hwy, Indian Land, South Carolina.

Billy Mosteller recused himself from the discussion and vote on Resolutions 1138-R2021 and 1139-R2021. His Statement of Recusal for Resolution 1138-R2021 is attached as Schedule E to the written minutes in the Clerk to Council's office and his Statement of Recusal for Resolution 1139-R2021 is attached as Schedule F to the written minutes in the Clerk to Council's office. He left the Council Chambers at approximately 6:23 p.m.

Rox Burhans presented an overview of Resolution 1138-R2021 and Resolution 1139-R2021, which are detailed in the Agenda Item Summaries and attachments found in the agenda packet.

Steve Harper opened the Public Hearing for Resolution 1138-R2021 at approximately 6:27 p.m.

There were approximately 18 citizens in attendance during the Public Hearing for Resolution 1138-R2021.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Resolution: None.

Steve Harper closed the Public Hearing at approximately 6:28 p.m.

Charlene McGriff moved to approve Resolution 1138-R2021. Seconded by Terry Graham. Motion Passed 6-0.; Abstain: Mosteller

Public Hearing and Resolution 1139-R2021 regarding Approval of a Conditional Use Application for a Non-Franchised Car Dealership

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership To Be Located Upon Tax Map # 0020-00-004.02, At 6711 Waxhaw Hwy, Indian Land, South Carolina.

Steve Harper opened the Public Hearing for Resolution 1139-R2021 at approximately 6:28 p.m.

There were approximately 18 citizens in attendance during the Public Hearing for this Resolution.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Resolution: None.

Steve Harper closed the Public Hearing at approximately 6:28 p.m.

Allen Blackmon moved to approve Resolution 1139-R2021. Seconded by Brian Carnes. Motion Passed 6-0.; Abstain: Mosteller

Billy Mosteller returned to Chambers at approximately 6:29 p.m. and rejoined the Council meeting.

Public Hearing and 3rd Reading of Ordinance 2021-1699 regarding the Potential Transfer of County Property to the Council on Aging

Ordinance Title: An Ordinance To Approve The Sale Of Six (6) Acres Of Land To The Lancaster County Council On Aging, Said Parcel Being Located In The City Of Lancaster, With A Tax Parcel Number Of 0082C-00A-001.06, And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance.

Steve Harper opened the Public Hearing for Ordinance 2021-1699 at approximately 6:30 p.m.

There were approximately 17 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:30 p.m.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2021-1699. Seconded by Charlene McGriff. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1712 regarding Conveyance of Surplus Property on Happy Trail

Ordinance Title: An Ordinance Authorizing Lancaster County To Sell And Convey County Owned Property Located On Happy Trail And Containing 4.57 Acres, More Or Less, By Private Sale, Being Shown On The Lancaster County Tax Maps As Parcel Number 0071-00-038.03

Steve Harper opened the Public Hearing for Ordinance 2021-1712 at approximately 6:33 p.m.

There were approximately 17 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:33 p.m.

Billy Mosteller moved to approve the 3rd Reading of Ordinance 2021-1712. Seconded by Charlene McGriff. Motion Passed 7-0.

Brian Carnes suggested that Council earmark the money from the sale of the property for another convenience site.

3rd Reading of Ordinance 2021-1700 regarding Rezoning Property Located at 7907 Henry Harris Road (Applicant Ryan Urban)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 19.88 Acre Tract Of Property (TMS # 0014-00-034.15), Owned By Ryan Urban, And Located At 7907 Henry Harris Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To RN, Rural Neighborhood District.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2021-1700. Seconded by Larry Honeycutt.

Rox Burhans briefly reviewed the rezoning request. He provided and reviewed a handout of a map and that handout is attached as Schedule G to the written minutes in the Clerk to Council's office.

The motion to approve the 3rd Reading of Ordinance 2021-1700 Passed 4-3. Ayes: Blackmon, Harper, Honeycutt, Mosteller; Nays: Carnes, Graham, McGriff

3rd Reading of Ordinance 2021-1704 regarding Adopting Amendments to Elements of the Comprehensive Plan by Adoption of the Southern Panhandle Small Area Plan

Ordinance Title: An Ordinance By Lancaster County Adopting Amendments To Elements Of The Comprehensive Plan For Lancaster County, South Carolina, By Adoption Of The Southern Panhandle Small Area Plan

Terry Graham moved to approve the 3rd Reading of Ordinance 2021-1704. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1701 regarding Rezoning Property Located at the Southwest Intersection of Henry Harris Road and Shelley Mullis Road from RN and LDR to MDR (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 168.28 Acres Of Property (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 And 0013-00-055.05) As Well As An Approximately 36.58 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From RN, Rural Neighborhood, And LDR, Low Density Residential Districts, To MDR, Medium Density Residential District.

Rox Burhans provided an overview of the Wilson Creek project, which is made up of two rezonings (**Ordinance 2021-1701 and Ordinance 2021-1702**) and the Wilson Creek Development Agreement (**Ordinance 2021-1703**) and which are detailed in the Agenda Item Summaries and attachments found in the agenda packet.

Council and staff discussed density for potential projects, the updated Comprehensive Plan and the calculation of density.

Chairman Harper called on the applicant to speak. Ken Holbrooks, Matthews, NC, introduced the other member of his team, Tom Waters. He also provided some history of his Company and spoke regarding the project's open space, density and the proposed round about on Henry Harris Road.

Steve Harper opened the Public Hearing for Ordinance 2021-1701 at approximately 7:17 p.m.

There were approximately 9 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance:

1. Ken Holbrooks, Matthews, NC, indicated that he had already been allowed to speak and did not have anything else to add.

Steve Harper closed the Public Hearing at approximately 7:18 p.m.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1701. Seconded by Larry Honeycutt. Motion Passed 6-1. Ayes: Blackmon, Carnes, Harper, Honeycutt, McGriff, Mosteller; Nays: Graham

Public Hearing and 1st Reading of Ordinance 2021-1702 regarding Rezoning Property Owned by Wilson Acres, LLC From LDR to INS (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.04 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Owned By Wilson Acres, LLC, And Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To INS, Institutional District.

Steve Harper opened the Public Hearing for Ordinance 2021-1702 at approximately 7:24 p.m.

There were approximately 9 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance:

1. Ken Holbrooks, Matthews, NC, indicated that he had already been allowed to speak regarding the project.

Steve Harper closed the Public Hearing at approximately 7:24 p.m.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2021-1702. Seconded by Billy Mosteller. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1703 regarding Approval of a Development Agreement for the Wilson Creek Development Project

Ordinance Title: An Ordinance To Approve A Development Agreement For The Wilson Creek Development Project Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto.

Steve Harper opened the Public Hearing for Ordinance 2021-1703 at approximately 7:25 p.m.

There were approximately 9 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance:

1. Ken Holbrooks, Matthews, NC, indicated that he had already been allowed to speak and did not want to say anything else.

Steve Harper closed the Public Hearing at approximately 7:26 p.m.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2021-1703. Seconded by Charlene McGriff.

Billy Mosteller moved to amend Ordinance 2021-1703 to amend the Development Agreement attached to the Ordinance as Exhibit "A" so that the Exhibit incorporates proposed edits from the Developer regarding assignability of developer rights and obligations contained in Section 4.01B and 4.01D. He also moved to amend Exhibit "A" in Section 4.01A and 4.01B to reflect that any fees collected for Public Safety or for the School District fees shall be collected at issuance of a building permit. Seconded by Allen Blackmon. Motion Passed 7-0. The amended Development Agreement is attached as Schedule H to the written minutes in the Clerk to Council's office.

Council and staff discussed the proposed roof top fees, requirements from the Traffic Impact Analysis and the Development Agreement process.

Billy Mosteller moved to amend for the inflationary costs on the Impact fees and for the verbiage for the round about. Seconded by Charlene McGriff. Motion Passed 7-0.

Council and staff discussed the proposed school roof top fees.

The motion to approve the 1st Reading of Ordinance 2021-1703 as amended Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1707 regarding Rezoning Property Owned by Tracey Griffin From RN to INS

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 0.46 Acre Tract Of Property (TMS # 0026-00-026.00), Owned By Tracey Griffin, And Located At 4889 Charlotte Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To INS, Institutional District.

Steve Harper opened the Public Hearing for Ordinance 2021-1707 at approximately 7:46 p.m.

There were approximately 8 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.

Steve Harper closed the Public Hearing at approximately 7:46 p.m.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1707. Seconded by Charlene McGriff. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1714 regarding Rezoning Property Owned by Annie Leak from RN to AR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.3 Acre Tract Of Property (TMS # 0110-00-073.01), Owned By Annie Leak, And Located At 3887 Old Camden Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To AR, Agricultural Residential District.

Steve Harper opened the Public Hearing for Ordinance 2021-1714 at approximately 7:48 p.m.

There were approximately 6 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.

Steve Harper closed the Public Hearing at approximately 7:49 p.m.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1714. Seconded by Brian Carnes. Motion Passed 7-0.

Due to technical difficulties with technology, Council took a break in the meeting. The break started at approximately 7:50 p.m.

The break ended and the Council meeting resumed at approximately 8:01 p.m. Due to the technical difficulties, Steve Willis requested that Council amend the agenda and move Item 10e. **(Discussion on Method of Delivering the Detention Center & Magistrates Court)** to be discussed next on the agenda and that, after finalizing that item, Council would return to Item 9l. **(Public Hearing and 1st Reading of Ordinance 1715)**. Steve Willis also requested to amend the agenda by removing the Economic Development Discussion of Project Creamsicle from Executive Session. Billy Mosteller moved to amend the agenda as discussed. Seconded by Allen Blackmon. Motion Passed 7-0.

Discussion on Method of Delivering the Detention Center & Magistrates Court - Steve Willis/John DuBose

Steve Willis and John DuBose introduced Attorneys Wade Mullins and Hank Wall from the Bruner Powell Law

Firm in Columbia, South Carolina. Steve Willis explained that the County would like to use the attorneys at this law firm as the construction attorneys for the Detention Center project.

Wade Mullins explained that their law firm did primarily construction work and that it was a small law firm. He explained the three delivery methods for construction projects: (1) Design Bid Build, which is the traditional historic method; (2) Design Build; and (3) Construction Manager at Risk, which the County used for the Courthouse. He explained that the Construction Manager at Risk was a hybrid approach and was considered the more collaborative approach.

Hank Wall discussed the advantages and disadvantages of each delivery method. He provided and reviewed a handout outlining the advantages and disadvantages of the three delivery methods and that handout is attached as Schedule I to the written minutes in the Clerk to Council's office.

After discussion, Council asked that the attorneys provide a recommendation on which delivery method to use based on the County's needs and abilities and after interviewing the relevant County staff, such as the Sheriff and the Chief Magistrate.

Steve Willis indicated that the County would move forward with the Bruner Powell Law Firm.

Public Hearing and 1st Reading of Ordinance 2021-1715 regarding Amending the Unified Development Ordinance (UDO) regarding Home Occupations

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance Chapter Section 5.4.2, Home Occupation, To Modify The Various Standards Applicable To Home Occupations.

Steve Harper opened the Public Hearing for Ordinance 2021-1715 at approximately 8:53 p.m.

There were approximately 4 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.

Steve Harper closed the Public Hearing at approximately 8:53 p.m.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1715. Seconded by Billy Mosteller. Motion Passed 7-0.

1st Reading of Ordinance 2021-1705 Regarding Adoption of Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees

Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection, Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date.

Brian Carnes moved to approve the 1st Reading of Ordinance 2021-1705. Seconded by Allen Blackmon. Motion Passed 7-0.

Discussion and Action Items

Appointment of County Administrator Search Committee - Steve Harper

Steve Harper appointed himself, Brian Carnes and Allen Blackmon to the Search Committee for the County Administrator.

Approval of Appointment to the Lancaster County Board of Zoning Appeals

- Miller DeVenny as the District 4 Representative to the Board of Zoning Appeals (Filling an unexpired term that will end on 06/30/2023)

Larry Honeycutt moved to appoint Miller DeVenny. Seconded by Charlene McGriff. Motion Passed 7-0.

Convenience Site Workers Wages - Kim Belk/Jeff Catoe

Steve Willis explained that the County could take the convenience site workers pay to \$9.50 an hour within the current budget. Charlene McGriff moved to approve. Seconded by Billy Mosteller. Motion Passed 7-0.

Discussion of Additional Funding for the Barr Street Auditorium Project - Steve Willis

Charlene McGriff recused herself from the discussion and vote on the Discussion of Additional Funding for the Barr Street Auditorium Project. Her Statement of Recusal is attached as Schedule J to the written minutes in the Clerk to Council's office. She left the Council Chambers at approximately 9:24 p.m.

After discussion of the Recreation Bond budget, Council asked that the item be postponed until the next meeting and that the Administrator bring back potential alternative funding sources for the project.

Charlene McGriff returned to Chambers and rejoined the Council meeting at approximately 9:33 p.m.

2nd Reading of Ordinance 2021-1706 regarding Rezoning Property Owned by Billie Coker From MDR to RR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.25 Acre Tract Of Property (TMS # 0082-00-020.00), Owned By Billie Coker, And Located On The South Side Of Mahaffey Line Drive, Across From The Intersection With Memorial Drive, Lancaster, South Carolina, From MDR, Medium Density Residential District, To RR, Rural Residential District.

Allen Blackmon moved to approve the 2nd Reading of Ordinance 2021-1706. Seconded by Brian Carnes.

Brian Carnes moved to amend Section 2 of the Ordinance to correct a scrivener's error that listed Medium Density Residential as the new zoning district and moved to amend the ordinance so that the new district is listed as the Rural Residential Neighborhood District as was requested by the rezoning applicant. Seconded by Terry Graham. Motion Passed 7-0.

The motion to approve the 2nd Reading of Ordinance 2021-1706 as amended Passed 7-0.

Status of items tabled, recommitted, deferred or held

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1713 regarding Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement with Project Smith
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, ####, Inc., And @@@@, LLC, (Project Smith) Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - *Passed 6-0 at the January 11, 2021 County Council Meeting (Larry Honeycutt absent). Passed 7-0 at the January 25, 2021 County Council Meeting. - Jamie Gilbert*

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

Miscellaneous Reports and Correspondence

- a. Morningside and Woodland Hills Park Properties

Steve Willis explained that, unless Council had questions, there was nothing to discuss regarding this item.

b. Report on EMS CARES Act Funding

Steve Willis explained that, unless Council had questions, there was nothing to discuss regarding this item.

Citizens Comments

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

Executive Session

Three Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. *Economic Development Discussion: Project Creamsicle. SC Code 30-4-70(a)(5).*
2. *One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).*
3. *Discussion of a Contractual Matter. SC Code 30-4-70(a)(2).*

Terry Graham moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0. At approximately 9:37 p.m., Council went into Executive Session to discuss the following items: (1) one legal briefing regarding a pending or threatened litigation matter, pursuant to SC Code 30-4-70(a)(2).; and (2) a discussion of a contractual matter, pursuant to SC Code 30-4-70(a)(2). The Economic Development discussion of Project Creamsicle was delayed until the next Council meeting.

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 9:49 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received one legal briefing on a pending or threatened litigation matter. He noted that the contractual matter was not discussed during Executive Session. He explained that, during Executive Session, no decisions were made and no votes were taken.

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Brian Carnes. Motion to Adjourn Passed 7-0. There being no further business, the Council meeting adjourned at approximately 9:50 p.m.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Approve or amend the minutes from the February 9, 2021 County Council Committee Of The Whole meeting.

Points to Consider:

The draft minutes from the February 9, 2021 County Council Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Council can approve or amend the minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 2-9-2021 County Council Committee of the Whole Meeting	2/17/2021	Backup Material

Council Members

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



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

February 9, 2021

4:00 PM

**101 North Main Street
Lancaster, SC 29720**

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

MINUTES

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

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Darren Player, Fire/Emergency Services Director; Jamie Gilbert, Economic Development Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; Hal Hiott, Parks and Recreation Director; various Department Heads; various staff; and citizens.

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

Call to Order - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Charlene McGriff

Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Larry Honeycutt moved to approve the agenda. Seconded by Allen Blackmon. Motion Passed 7-0.

Citizens Comments

The following citizens signed up to speak during Citizens Comments: None.

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

Discussion and Action Items

Discussion of Redwood Development Agreement (DA-020-2650) - Rox Burhans

Rox Burhans provided an overview of the Redwood Development project and the proposed Development Agreement, which is detailed in the Agenda Item Summary and attachments found in the agenda packet and in the power point presentation attached to the written minutes in the Clerk to Council's office. He noted that staff felt like this project was ready to come before Council at their March 8th meeting.

Mr. Dyer, the applicant, provided and reviewed a booklet entitled "Redwood Apartment Neighborhoods," which is attached as Schedule A to the written minutes in the Clerk to Council's office.

Discussion of Poovey Development Agreement (DA-2020-2859) - Rox Burhans

Rox Burhans provided an overview of the Poovey Development project and the proposed Development Agreement, which is detailed in the Agenda Item Summary and attachments found in the agenda packet and in the power point presentation attached to the written minutes in the Clerk to Council's office. He provided a one page handout of a sketch plan of the project, which is attached as Schedule B to the written minutes in the Clerk to Council's office. Rox Burhans explained that staff did not feel that the project was ready to come before Council and still needed work prior to consideration. Council and staff discussed the potential use of disclosure documents regarding the noise from the racetrack and the need for buffering.

The applicant, Robert Trip of LGI Homes-SC, spoke regarding noise abatement, a sewer equalization basin, acreage for solid waste and roof top fees.

Discussion of Bid for Replacement Fire Apparatus - Elgin Engine 601 - Steve Willis/Darren Player

Steve Willis noted that the procurement documents for the replacement fire truck for the Elgin Fire Department could be found in the agenda packet attachments. He explained that the County mailed out packages to nineteen vendors but only received one response. Darren Player explained that Chief Justin McClellan, the chair of the Apparatus Committee, and Billy Lloyd had come to the meeting to answer any questions that Council might have. He further explained the importance of standardization of equipment within fire services.

Council and staff discussed what the procurement code says in regards to one bid being received, that the costs for the fire truck after insurance would be \$367,425.00, that those costs would come out of the General Fund and that the County would still be within their reserve range after expending that amount out of the General Fund, according to the County Administrator.

Discussion of Priority Indian Land Development Planning and Economic Development Sites - Rox Burhans/Jamie Gilbert

Rox Burhans and Jamie Gilbert discussed two potential development sites in Indian Land: one on Possum

Hollow Road near the Old Bailes Business Park and one off of US-521 across from Wal-Mart (Elmsbrook). They discussed the advantages and disadvantages of having the potential sites zoned industrial or commercial versus residential. Rox Burhans reviewed a power point presentation regarding the sites, which is attached to the written minutes in the Clerk to Council's office.

Discussion of Unopened Portion of Culp Lansford Road - Steve Willis/John DuBose

Steve Willis explained that staff recommended that an unopened portion of Culp Landsford Road be deeded to adjacent property owners via Quit Claim. John DuBose explained that an Ordinance regarding this item would come before Council at the next Council meeting.

Continued Discussion of Ordinance 2021-1705 Regarding Adopting Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees

Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection, Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date. -

Steve Willis/John DuBose/Kim Belk

Steve Willis provided and reviewed a one page handout regarding what the Impact Fees would be used for in each service area and that handout is attached as Schedule C to the written minutes in the Clerk to Council's office.

Council and staff discussed the study area.

Jaime Gilbert provided his opinion on how Impact Fees would affect commercial development.

Mike Bilodeau of MPV Properties provided his opinion on how Impact Fees would affect commercial development. He provided a two page handout entitled "County Permit Fee Comparison Mecklenburg County vs. Lancaster County," which is attached as Schedule D to the written minutes in the Clerk to Council's office.

Steve Harper requested that Council receive a comparison of commercial building permit fees for Lancaster County versus surrounding jurisdictions.

Citizen Comments

There were no written comments submitted and no one signed up to speak for Citizens Comments during the meeting.

Adjournment

Larry Honeycutt moved to adjourn the Committee of the Whole meeting. Seconded by Terry Graham. Motion to Adjourn Passed 7-0. There being no further business, the Committee of the Whole meeting adjourned at approximately 5:54 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1706 / Planning Case Number: RZ-020-2602

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Application by Billie Coker, to rezone approximately 2.25 acres of land on the south side of Mahaffey Line Drive, across from the intersection with Memorial Drive (TM #'s 0082-00-020.00) from Medium Density Residential (MDR) to Rural Residential (RR).

Points to Consider:

Zoning Districts

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

The requested RR District *is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. There are a number of other mobile homes in the area however Staff finds that the proposed rezoning of the property to RR District is not compatible with the surrounding area and consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

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

The Urban Future Land Use Category includes the City of Lancaster and its immediate surroundings.

The requested RR District is not consistent with the Neighborhood Mixed-Use Future Land Use category.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

Staff recommended denial of the request to rezone.

Planning Commission recommended **approval** of this request by a vote of 6-1.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1706	2/11/2021	Ordinance
Planning Staff Report: Billie Coker	12/8/2020	Planning Staff Report
Exhibit 1: Rezoning Application	12/8/2020	Exhibit
Exhibit 2: Location and Zoning Map	12/8/2020	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1706

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.25 ACRE TRACT OF PROPERTY (TMS # 0082-00-020.00), OWNED BY BILLIE COKER, AND LOCATED ON THE SOUTH SIDE OF MAHAFFEY LINE DRIVE, ACROSS FROM THE INTERSECTION WITH MEMORIAL DRIVE, LANCASTER, SOUTH CAROLINA, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT, TO RR, RURAL RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Billie Coker, applied to rezone 2.25 acres, more or less, located on the South Side of Mahaffey Line Drive, across from the intersection with Memorial Drive, Lancaster, South Carolina (TMS No. 0082-00-020.00) from MDR, Medium Density Residential District, to RR, Rural Residential District.

(b) On December 15, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Urban, which corresponds to the Community Type of Walkable Neighborhood w/ additional intensity. The adopted Comprehensive Plan states the Walkable Neighborhood Type “*synonymous with the Place Type “Mixed-Use Neighborhood.” This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development.*”

The requested RR District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Section 2. Rezoning.

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

Tax Map No. 0082-00-020.00 (2.25 acres, more or less)

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

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 25, 2021
Public Hearing: January 25, 2021
Second Reading: February 8, 2021
Third Reading: February 22, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 2.25 acres of property (TM# 0082-00-020.00).

PROPERTY LOCATION: South side of Mahaffey Line Drive, across from the intersection with Memorial Drive

CURRENT ZONING DISTRICT: Medium Density Residential (MDR) District

PROPOSED ZONING DISTRICT: Rural Residential (RR) District

APPLICANT: Billie Coker

COUNCIL DISTRICT: District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located on the south side of Mahaffey Line Drive, across from the intersection with Memorial Drive. The request comes as an effort to allow a mobile home to be placed on the site.

Site Information

The property is currently vacant and was purchased by the Coker family in 2014. There are existing mobile homes within roughly 400 feet in every direction.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential
South	Lancaster County	MDR	Vacant/ Existing mobile homes
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	MDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

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

The requested RR District *is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. There are a number of other mobile homes in the area however Staff finds that the proposed rezoning of the property to RR District is not compatible with the surrounding area and consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

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

The Urban Future Land Use Category includes the City of Lancaster and its immediate surroundings.

The requested RR District is not consistent with the Neighborhood Mixed-Use Future Land Use category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is not required for this rezoning request. No improvements are required.

Public Utilities

No additional utilities are required for this request.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Looking directly at property from Mahaffey Line Dr.



Looking east, directly across from the property at Memorial Dr.



Looking south along Mahaffey Line Dr.



Looking north along Mahaffey Line Dr.

STAFF RECOMMENDATION:

Staff recommends **Denial** of the request to rezone, pursuant to the following findings of fact for RZ-020-2602:

1. That the subject project consists parcel TM# 0082-00-020.00;
2. That the subject property is currently zoned MDR District and proposed to be rezoned RR District;
3. That the subject property has a Future Land Use designation of Urban, and a Community Type of Walkable Neighborhood; and
4. That the proposed RR District is generally inconsistent with the surrounding area which is comprised of the MDR District.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address Taxmap Coale # 0082-00-020.00
City Lancaster State SC Zip 29720 Tax Parcel ID _____
Current Zoning MDR Current Use Nothing
Proposed Zoning AR RR Total Acres 2.5
Project Description To Put a Dobblerwele on here

Surrounding Property Description Other Double wleles - Singlewle
Stick Built homes - woods - 1

CONTACT INFORMATION

Applicant Name Billie Coker
Address 2069 Coker lane
City Lancaster State SC Zip 29720 Phone 803-577-5650
Fax _____ Email Home 803-285-4687
Property Owner Name Billie Coker
Address 2069 Coker lane
City Lan State SC Zip 29720 Phone 803-5775650
Fax _____ Email _____

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

Billie Cohen
Applicant

10-29-20
Date

Billie Cohen
Property Owner(s)

10-29-20
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____
Amount Paid _____ Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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

2. Planning Commission

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

3. County Council

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1707 / Planning Case Number: RZ-2020-2745

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Application by Tracey Griffin to rezone approximately 0.46 acres of land located at 4889 Charlotte Highway (TM #0026-00-026.00) from Rural Neighborhood (RN) to Institutional (INS). A companion text amendment will be forthcoming to reduce the minimum lot area to be in compliance with this rezoning request.

Points to Consider:

The subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The requested INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN and INS Districts. The RN District is intended to protect the residential character of neighborhoods. Currently, this area can be characterized by single-family homes on lots of varying sizes as well as the presence of the Van Wyck Elementary School. Staff finds that the proposed rezoning of the property to INS District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

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

The requested INS District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Southern Panhandle Small Area Plan Consistency

The Southern Panhandle Small Area plan Recommended Land Use Map designates this area as **Institutional**. At this time the Small Area plan has received a recommendation to approve from the Planning Commission as well as approval during its first reading at County Council.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning.

Recommendation:

Staff recommended **approval** of the request to rezone.

Planning Commission recommended **approval** by a vote of 7-0

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1707	2/16/2021	Ordinance
Planning Staff Report	1/12/2021	Planning Staff Report
Exhibit 1: Application	1/12/2021	Exhibit
Exhibit 2: Location and Zoning Map	1/5/2021	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1707

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 0.46 ACRE TRACT OF PROPERTY (TMS # 0026-00-026.00), OWNED BY TRACEY GRIFFIN, AND LOCATED AT 4889 CHARLOTTE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Tracey Griffin, applied to rezone 0.46 acres, more or less, located at 4889 Charlotte Highway, Lancaster, South Carolina (TMS No. 0026-00-026.00) from RN, Rural Neighborhood District, to INS, Institutional District.

(b) On January 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”*

The requested INS District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood District, to INS, Institutional District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0026-00-026.00 (0.46 acres, more or less)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 17, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 0.46 acres of property (TM# 0026-00-026.00)

PROPERTY LOCATION: 4889 Charlotte Hwy.

CURRENT ZONING DISTRICT: Rural Neighborhood (RN) District

PROPOSED ZONING DISTRICT: Institutional (INS) District

APPLICANT: Tracey Griffin

COUNCIL DISTRICT: District 1, Terry Graham

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 4889 Charlotte Hwy. The request comes in hopes of being able to establish a hair salon in the existing structure. Previous uses of this site include a fire station and more recently a church. Hair Salons are permitted in the requested Institutional (INS) District.

Site Information

The parcel to be rezoned is currently improved with an existing structure that was most recently a small church.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by other INS and RN zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	INS	Van Wyck Elementary School
South	Lancaster County	INS; RN	Van Wyck Elementary School; Single-Family Residential
East	Lancaster County	RN	Single-Family Residential
West	Lancaster County	INS; RN	Van Wyck Elementary School; Hall Family Farm

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The requested INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN and INS Districts. The RN District is intended to protect the residential character of neighborhoods. Currently, this area can be characterized by single-family homes on lots of varying sizes as well as the presence of the Van Wyck Elementary School. Staff finds that the proposed rezoning of the property to INS District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

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

The requested INS District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Neighborhood Mixed Use: Land Use Considerations		
Mobile/Modular Homes	Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)
Church	School	Community Park
Community Center/Pool & Recreational Amenities	Natural Area	

Southern Panhandle Small Area Plan Consistency

The Southern Panhandle Small Area plan Recommended Land Use Map designates this area as **Institutional**. At this time the Small Area plan has received a recommendation to approve from the Planning Commission as well as approval during its first reading at County Council.

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is not required for this rezoning request. No improvements are required.

Public Utilities

No additional utilities are required for this request.

Public Schools

This request will not result in additional students.

The subject property is in the attendance zones of Van Wyck Elementary, Indian Land Middle and Indian Land High Schools.

PHOTOS OF PROJECT AREA:



Looking south along Charlotte Hwy.



Looking north along Charlotte Hwy.



Looking directly at property from Charlotte Hwy.



*Looking directly across from the property on
Charlotte Hwy.*

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone, pursuant to the following findings of fact for RZ-2020-2745:

1. That the subject project consists parcel TM# 0026-00-026.00;
2. That the subject property is currently zoned RN District and proposed to be rezoned INS District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use;
4. That the subject property has a recommended future land use of Institutional; and
5. That the proposed INS District is generally consistent with the surrounding area which is comprised of INS and RN Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 4898 Charlotte Hwy
City Lancaster State SC Zip 29720 Tax Parcel ID 0026-00-024.00
Current Zoning Rp: rural neighborhood Current Use church
Proposed Zoning institutional / ~~residential~~ Total Acres 0.46
Project Description School

Surrounding Property Description institutional / residential

CONTACT INFORMATION

Applicant Name Tracey Griffin
Address 1379 S. Potter Rd.
City Lanc. State SC Zip 29720 Phone 803-3700708
Fax _____ Email griffintracey2010@gmail.com
Property Owner Name Buy Properties
Address 4401 E. Independence Blvd. #204
City Charlotte State N.C. Zip 28226 Phone _____
Fax (704) 563-3311 Email faithshoet@hotmail.com
MAIL

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

Applicant

Date

Property Owner(s)

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number 2020 2745 Date Received 11-16-2020 Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

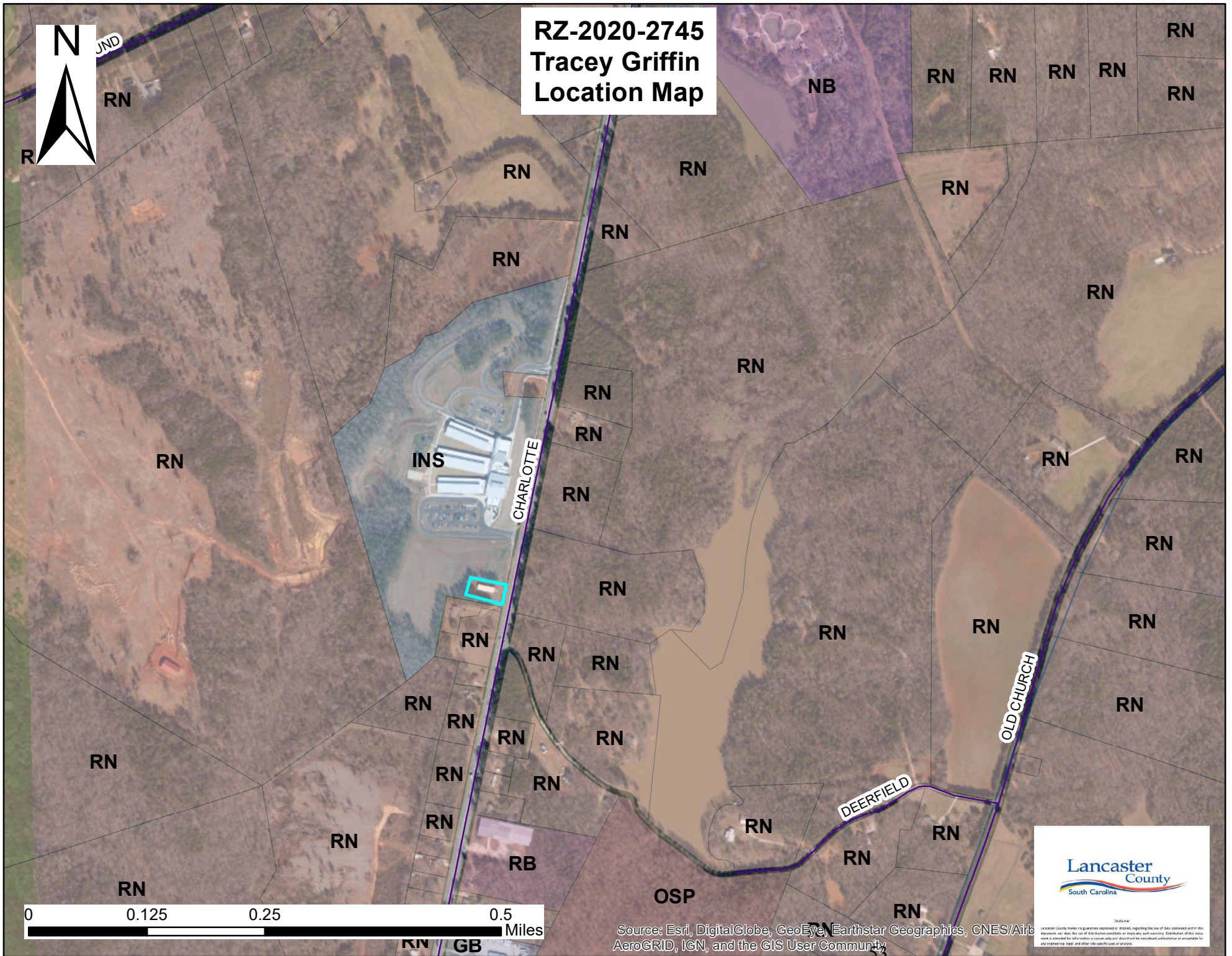
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. Planning Commission

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

3. County Council

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



**RZ-2020-2745
Tracey Griffin
Location Map**



0 0.125 0.25 0.5 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, AeroGRID, IGN, and the GIS User Community

Lancaster County
South Carolina

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1714 / Planning Case Number: RZ-2020-2772

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Application by Annie Leak to rezone approximately 2.3 acres of land located at 3887 Old Camden Highway (TM #0110-00-073.01) from Rural Neighborhood (RN) to Agricultural Residential (AR).

Points to Consider:

The subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN District is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.

The requested AR District is established as a district in which the principal uses of the land are restricted due to lack of available utilities, unsuitable soil types, steep slopes, or for the protection of prime agricultural lands.

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN District. Currently, this area can be characterized by single-family homes and vacant farm land. Given the close proximity to property zoned AR and this size of this parcel staff believes that AR zoning could be compatible in this area.

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living type “includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.”

The requested AR District is consistent with the Rural Living Land Use category.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning.

Recommendation:

Staff recommends **Approval** of the request to rezone.

Planning Commission recommended **Approval** by a vote of 7-0

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1714	2/1/2021	Ordinance
Planning Staff Report	1/12/2021	Planning Staff Report

Exhibit 1: Application
Exhibit 2: Location and Zoning Map

1/12/2021
1/5/2021

Exhibit
Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1714

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.3 ACRE TRACT OF PROPERTY (TMS # 0110-00-073.01), OWNED BY ANNIE LEAK, AND LOCATED AT 3887 OLD CAMDEN HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO AR, AGRICULTURAL RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Annie Leak, applied to rezone 2.3 acres, more or less, located at 3887 Old Camden Highway, Lancaster, South Carolina (TMS No. 0110-00-073.01) from RN, Rural Neighborhood District, to AR, Agricultural Residential District.

(b) On January 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Rural Living. The adopted Comprehensive Plan states that the Rural Living type *“includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.”*

The requested AR District is consistent with the Rural Living Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood District, to AR, Agricultural Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0110-00-073.01 (2.3 acres, more or less)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 2.3 acres of property (TM# 0110-00-073.01).

PROPERTY LOCATION: 3887 Old Camden Hwy

CURRENT ZONING DISTRICT: Rural Neighborhood (RN) District

PROPOSED ZONING DISTRICT: Agricultural Residential (AR) District

APPLICANT: Annie Leak

COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 3887 Old Camden Hwy. The request comes as an effort to allow a mobile home to be placed on the site.

Site Information

The property is currently vacant. There was a mobile home on the property which was demolished in March 2019. The property owner was not aware the current zoning did not allow mobile homes.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by RN and AR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN	Single-Family Residential
South	Lancaster County	RN	Single-Family Residential
East	Lancaster County	RN	Railroad, Farmland
West	Lancaster County	AR	Vacant, Farmland

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The requested AR District *is established as a district in which the principal uses of the land are restricted due to lack of available utilities, unsuitable soil types, steep slopes, or for the protection of prime agricultural lands.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN District. Currently, this area can be characterized by single-family homes and vacant farm land. Given the close proximity to property zoned AR and this size of this parcel staff believes that AR zoning could be compatible in this area.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living type *“includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.”*

The requested AR District is consistent with the Rural Living Land Use category.

Rural Living: Land Use Considerations		
Farmland	Single-Family Detached Home	Mobile Home
Church	Barns	Woodlands
Hardware Store	Natural Area	Livestock

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is not required for this rezoning request. No improvements are required.

Public Utilities

No additional utilities are required for this request.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Looking directly across the street from the subject property.



Looking directly at the subject property.



Looking north along Old Camden Hwy.



Looking south along Old Camden Hwy.

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone, pursuant to the following findings of fact for RZ-2020-2772:

1. That the subject project consists parcel TM# 0110-00-073.01;
2. That the subject property is currently zoned RN District and proposed to be rezoned AR District;
3. That the subject property has a Future Land Use designation of Rural Neighborhood; and
4. That the proposed AR District is generally consistent with the surrounding area which is comprised of the AR and RN Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercsc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 3887 Old Camden Hwy
City Lancaster State SC Zip 29720 Tax Parcel ID 0110-00-07301

Current Zoning RN Current Use _____

Proposed Zoning AR Total Acres 2.3 ACRES

Project Description wants to put a Double wide mobile home

Surrounding Property Description _____

CONTACT INFORMATION

Applicant Name Annie Willie Leak

Address 815 Independence Dr

City Wingate State NC Zip 28174 Phone 704 989-1744

Fax _____ Email willie Leak 11@gmail.com

Property Owner Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Willie Appie Leek
Applicant

11/18/2020
Date

Willie Appie Leek
Property Owner(s)

11/18-2020
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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

2. Planning Commission

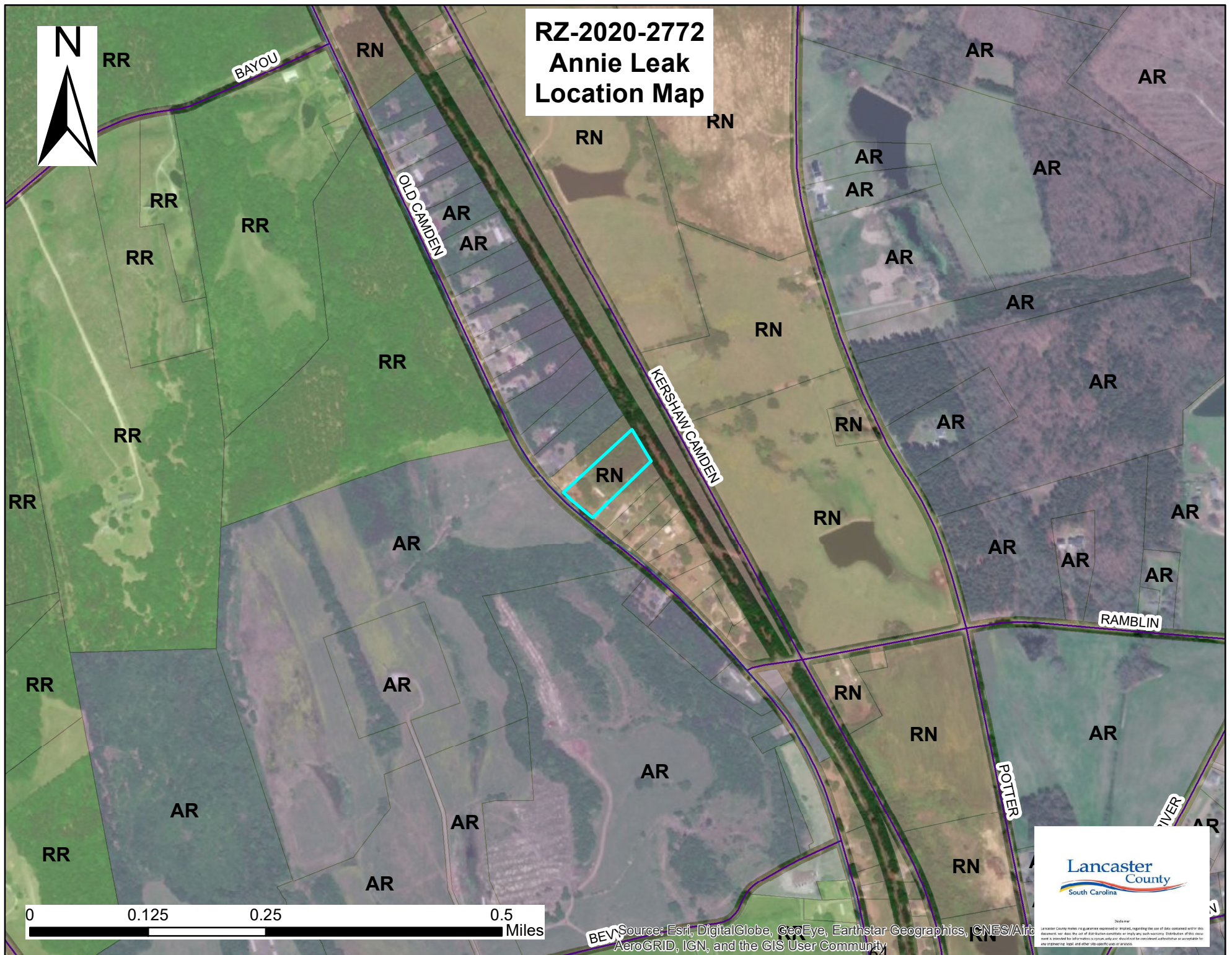
- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes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

3. County Council

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



**RZ-2020-2772
Annie Leak
Location Map**



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1715 / Planning Case Number: UDO-TA-2020-0309

Contact Person / Sponsor: Robert G. Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Request to approve a Text Amendment amending Unified Development Ordinance Section 5.4.2, Home Occupation, to modify the various standards applicable to Home Occupations.

Points to Consider:

In January 2020, the Lancaster County Infrastructure and Regulation (I&R) Committee requested to have those provisions of the Unified Development Ordinance (UDO) concerning home occupations amended so as to provide appropriate provisions for larger home occupations that may occur in rural areas on larger lots.

The proposed text amendment would replace the existing language regulating Home Occupations in its entirety. It is noted, however, that much of the existing language is effectively being retained, but relocated and/or restructured within the revised language. The proposed amendment will help bring Home Occupation regulations up to a contemporary standard while providing opportunities for larger, home-based service businesses to operate in the rural residential areas of the County. The proposed amendment has undergone multiple reviews by the Planning Commission, I&R Committee, and the full County Council.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the proposed Text Amendment.

Recommendation:

The Planning Commission, at its meeting of January 19, 2021, unanimously voted 7-0 to recommend approval of this text amendment. There was no substantive discussion on the proposal.

Staff recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1715	2/1/2021	Ordinance
Staff Report	1/11/2021	Planning Staff Report
Ex 1: Application	1/11/2021	Exhibit
Ex 2: Proposed Text Amendment	1/11/2021	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1715

COUNTY OF LANCASTER

)

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AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE CHAPTER SECTION 5.4.2, HOME OCCUPATION, TO MODIFY THE VARIOUS STANDARDS APPLICABLE TO HOME OCCUPATIONS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) Lancaster County made application to amend Section 5.4.2, Home Occupations, of the Unified Development Ordinance (UDO) concerning the modification of the use regulations and definition to modify the various standards applicable to Home Occupations.
- (b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Chapter 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
- (c) The proposed amendment will provide much needed clarity as to how this Home Occupations may be allowed in Lancaster County.
- (d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on January 19, 2021, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2021-1715 (Unified Development Ordinance)

Ordinance 2021-1715 (Unified Development Ordinance) Section 5.4.2, Home Occupations, is amended as set forth in "Exhibit 1" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Amend Unified Development Ordinance Section 5.4.2, Home Occupation, to modify the various standards applicable to Home Occupations.

APPLICABLE CHAPTERS: Chapter 5

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:

In January 2020, the Lancaster County Infrastructure and Regulation (I & R) Committee requested to have those provisions of the Unified Development Ordinance (UDO) concerning home occupations amended so as to provide appropriate provisions for larger home occupations that may occur in rural areas on larger lots. Staff prepared and ordinance to address this, as well as updating the home occupation provisions as a whole and brought the amendment before the Planning Commission at its meeting of March 17, 2020, where the Planning Commission recommended approval of the proposed ordinance by a vote of 6-1. County Council subsequently passed the ordinance on First Reading at its meeting of April 27, 2020; however the Council also remanded the amendment back to the I & R Committee for further discussion. After the I & R Committee discussed the amendment on June 9, 2020, County Council passed the ordinance on Second Reading, but with the Council still having concerns as to the proposed regulations, the amendment was once again remanded to the I & R Committee for further discussion at their meeting of August 11, 2020.

At the I & R Committee of August 11, 2020, staff received direction on changes to be made, including simplifying and condensing some of the language, as well as direction to bring the item back before the Committee at its meeting of November 10, 2020. The version of the ordinance which is currently before the Planning Commission was discussed with the I & R Committee at that meeting, and direction was given to bring the item back before the Planning Commission as proposed.

OUTLINE OF TEXT AMENDMENT:

The proposed text amendment would replace the existing language regulating home occupations in its entirety. It is noted, however, that much of the existing language is effectively being retained, but relocated and/or restructured within the revised language.

The following section of the UDO is proposed to be amended:

Section 5.4.2, Home Occupation: Amend to replace Section 5.4.2 in its entirety.

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Board's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~striketrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3. Further, the proposed amendment will help bring home occupation regulations up to a contemporary standard while providing opportunities for larger, home-based service businesses to operate in the rural residential areas of the County.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed changes.

ATTACHMENTS:

1. Proposed Text Amendment
2. Application

STAFF CONTACT:

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended SEC. 2.5.3 ; 5.4.2 ; 7.2.4.A ; AND 10.3

Current Text SEE ATTACHED ORDINANCE.

Proposed Text SEE ATTACHED ORDINANCE.

Description of Need for Proposed Text AMEND HOME OCCUPATION REGULATIONS TO
ACCOMMODATE HOME OCCUPATIONS IN SEVERAL AREAS OF THE COUNTY.

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name ROX BURHANS

Address 101 N. MAIN ST.

City LANCASTER State SC Zip 29720 Phone 803-416-9422

Fax _____ Email rburhans@lanaster-sc.net

APPLICATION CERTIFICATIONS

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

Rox H. Burdick
Applicant

2-13-2020
Date

Property Owner(s)

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number 2020-0309 Date Received 1-31-20 Receipt Number —

Amount Paid — Check Number — Cash Amount —

Received By [Signature] Planning Commission Meeting Date 03-17-20

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

~~Indicates Matter Stricken~~
Indicates New Matter

5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, UR, HDR, RMX, MX, IMX]

A. General Standards

- ~~1. The home occupation shall be clearly incidental and secondary to residential occupancy.~~
- ~~2. The use shall be carried on entirely within an enclosed structure on the premises.~~
- ~~3. The home occupation shall be operated by a resident of the dwelling.~~
- ~~4. A maximum of 25 percent of the gross floor area of the dwelling unit or 500 square feet, whichever is less, may be used for the home occupation.~~
- ~~5. A maximum of one full-time equivalent non-residents of the dwelling may be employed on the premises.~~
- ~~6. The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.~~
- ~~7. The home occupation shall not involve the use of any commercial vehicles and semi tractor trailers for the delivery of materials to or from the premises. Common and routine frequency for residential parcel delivery service is not prohibited.~~
- ~~8. No equipment or process shall be used in connection with the use which creates noise, vibration, glare, fumes, fire hazard, odors, dust, or electrical or communication interference detectable to the normal senses off the premises (in the case of a detached dwelling, off the lot; in the case of an attached unit, outside the dwelling unit). No equipment or process shall be used which creates visual or audible interference in any radio or television receiver off the premises.~~
- ~~9. The home occupation shall not cause an increase in the use of any one or more utilities (water, sewer, electricity, gas, garbage, etc.) such that the combined total use for dwelling and home occupation purposes exceeds a level normally expected in a residential neighborhood.~~

B. Exterior Appearance

- ~~1. Storage of goods and materials associated with the home occupation must be completely within an enclosed structure.~~
- ~~2. Parking areas in the front yard shall be limited to the existing residential driveway only. Additional parking may be provided in the rear yard only, but shall not include more than one non-commercial vehicle used in connection with the home occupation parked or stored on the premises.~~
- ~~3. No display of goods, products, services, or other advertising (except permitted signage as set forth in Chapter 7) shall be visible from outside of the dwelling.~~

C. Standards for Specific Types of Home Occupations

- ~~1. Personal Services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:~~
 - ~~a. Such uses shall meet all applicable state requirements;~~
 - ~~b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear (and not the front) of the building;~~
 - ~~c. Only 1 barber/styling chair shall be permitted;~~
 - ~~d. No more than 2 hair drying chairs shall be permitted;~~
 - ~~e. Only incidental sales of hair products shall be allowed on the premises;~~

- ~~f. Must meet all accessibility features, including restroom facilities, etc., meeting the International Building Code in accordance with the Americans with Disabilities Act;~~
- ~~g. No more than 1 sign identifying, or in any way pertaining to, such uses shall be permitted, and such sign shall meet all requirements of Chapter 7 of this ordinance; and~~
- ~~h. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or the accessory building, not split between both.~~
- ~~2. No group instruction service, including but not limited to dance, music, exercise, arts, and crafts, may be provided for a group larger than 8 persons.~~
- ~~3. Retail sales shall be limited to the resale of handmade items grown or produced on-site such as food items, crafts, antiques, jewelry, and clothing.~~

~~**D. Uses Prohibited as Home Occupations:** The following uses are prohibited as home occupations because the nature of their operation has the tendency to impair the use and value of properties in a residential district:~~

- ~~1. Residential Care Facilities~~
- ~~2. Halfway Homes~~
- ~~3. Any Lodging Uses (Section 2.5.3.)~~
- ~~4. Kennels~~
- ~~5. Medical Clinic~~
- ~~6. Personal Services, Restricted~~
- ~~7. Veterinary Clinic~~
- ~~8. Any Commercial/Entertainment Uses (Section 2.5.3), except specifically those retail uses noted in Section 5.4.2.C.3 above.~~
- ~~9. Correctional Institution~~
- ~~10. Day Treatment Center~~
- ~~11. Hospital~~
- ~~12. Any Automotive Uses (Section 2.5.3)~~
- ~~13. Any Industrial/Wholesale/Storage Uses (Section 2.5.3)~~
- ~~14. Nail Salons~~
- ~~15. Barber Shops/Salons with more than one chair.~~

5.4.2 HOME OCCUPATION [AR, RR, RN, MH, LDR, MDR, PB, RB, UR, HDR, RMX, MX, IMX]

A. General Standards

- 1. Any internal or external modifications, either permanent or accessory, that will make the dwelling appear less residential, either in nature or function, are prohibited. The dwelling and site must remain residential in appearance and characteristics.
- 2. The home occupation must be conducted within the dwelling or permitted accessory structure. It shall not exceed 25 percent of the gross floor area of the dwelling or 500 square feet, whichever is greater.
- 3. The home occupation shall not be operated by any person other than residents living in the dwelling, and shall not employ more than one non-resident of the dwelling for employment at the dwelling.
- 4. No equipment, material, or process shall be used in any such home occupation that produces or emits any additional noise; increased vibration; intensified lighting or glare; smoke, dust, or other particulate matter; excessive heat or humidity; blight or unsightliness; gas, fumes, or odor; increased electrical interference; or any other nuisances, hazards, or objectionable conditions detectable at the boundary of the lot, if the occupation is conducted in a detached dwelling unit, or outside the dwelling

unit, if conducted in an attached dwelling unit. Explosive or highly flammable materials and toxic or hazardous waste are not permitted.

5. Hours of operation for deliveries, clients, and operation of mechanical or electrical equipment shall be limited to the hours between 7:00 a.m. to 8:00 p.m.

6. One non-illuminated sign of two square feet in area or smaller is allowed. The sign must be attached to the dwelling and must be compatible with the building architecture and materials.

7. Traffic, Parking, and Vehicles

a. No vehicular traffic may be generated by the home occupation business in greater volumes than would reasonably be expected in the residential neighborhood, nor may it create unreasonable parking or traffic congestion for the residents of the immediate neighborhood. Any parking or traffic of such character, intensity, or continued duration that substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities shall be considered unreasonable.

b. Commercial vehicles and semi-tractor trailers shall not access a property from a shared driveway. If parked or stored within 100 feet of any property or right-of-way line, commercial vehicles or trailers shall be fully screened by a solid wood or vinyl fence, or masonry wall, berm, or opaque evergreen landscaping.

c. Any parking associated with the home occupation shall occur on the premises and not within a public or private right-of-way. Any parking in the front yard shall be as per the requirements of Section 7.2.5.A.10, and screened in accordance with the requirements of Section 5.4.2.A.6.b, above, regardless of distance from any property or right-of-way line. Additional parking may be provided in the side and rear yards.

B. Additional Standards for Specific Types of Home Occupations

1. *Personal Services.* Personal services, including cosmetic services, salons, barber shops, and non-permanent makeup services, but not including nail salons, may be permitted provided they comply with all of the following:

a. Shall meet all applicable state requirements;

b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear of the building;

c. Only incidental sales of cosmetic and hair products shall be allowed on the premises;

d. No more than one barber/styling chair, and no more than two hair drying chairs shall be permitted;

e. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or within an accessory building, and shall not be split between said buildings; and

f. All service professionals shall include copies of their State professional licenses (if applicable) in the home occupation application submittal.

2. *Group Instruction Services.* Group instruction services, including but not limited to teaching art, dance, music, and tutoring may be provided so long as the group does not exceed four persons at any time. Additionally, adequate parking must be provided onsite for both the residents of the dwelling and the maximum number of clients receiving instructional services; however said parking for clients is not required to be permanent.

3. *Independent Contractors.* Independent contractors include, but are not limited to, electric or plumbing contractors, landscapers and similar businesses that have employees and require the storage of

commercial vehicles or equipment on the property. These businesses may be permitted provided that they comply with all of the following:

- a. The property upon which the home occupation will be located must be zoned either AR, RN, RR, LDR or MH District;
- b. When located within an accessory building(s), the floor area of the home occupation shall not cumulatively exceed 3,000 square feet or 75 percent of the gross floor area of the principal dwelling, whichever is greater;
- c. Any goods or materials, but not vehicles or equipment, associated with the home occupation shall be stored entirely within an enclosed structure on the premises, or screened from view of any street, public or private right-of-way, or adjacent property by an opaque evergreen screen or fence;
4. *Retail Sales.* Onsite retail sales conducted directly from the home (not including internet sales business) shall be limited to the sale of handmade items grown or produced on-site such as: arts and crafts, clothing, foodstuffs, furniture, and/or jewelry.

C. Prohibited Home Occupations. The following are prohibited as home occupations due to the nature of their operation having the tendency to impair the use and value of surrounding properties in a residential district:

1. Automotive uses (Section 2.5.3);
2. Civic uses (Section 2.5.3);
3. Commercial/Entertainment uses (Section 2.5.3), except for those specific retail uses permitted by Section 5.4.3.B.;
4. Educational/Institutional uses (Section 2.5.3), except for Child/Adult Day Care Home (5 or fewer persons) and Studio;
5. Halfway Homes;
6. Industry/Wholesale/Storage uses (Section 2.5.3);
7. Infrastructure uses (Section 2.5.3), except for Artist Studio/Light Manufacturing Workshops;
8. Lodging uses (Section 2.5.3.);
9. Office/Services uses (Section 2.5.3), except for Personal Services permitted by Section 5.4.3.B., Business Support Services, and Professional Services; and,
10. Residential Care Facilities.

D. Grandfathered Home Occupations

1. Home occupation permits issued prior to the effective date of this section shall be grandfathered. However, any subsequent home occupation permit issued at the same address must be in conformance with these standards.
2. Any expansion of a grandfathered home occupation shall be in compliance with the standards of Section 5.4.2.
3. Any change of a grandfathered home occupation to a different home occupation shall require that the new home occupation be in compliance with the standards of Section 5.4.2.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1138-R2021 / Planning Case Number: CU-2020-2906

Contact Person / Sponsor: John DuBose / County Attorney

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Application by iNetwork Auto Group for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 6686 Waxhaw Hwy. (0020-00-004.00). This project is associated with companion Conditional Use case CU-2020-2907.

Major Maintenance and Repair was not listed within the Resolution but was included in the Notice of Public Hearing and has been included in all staff reports and presentations and was consideration and approved by Lancaster County Council at the meeting of February 8, 2021.

The purpose of this agenda item is to allow for correction of the Resolution.

Points to Consider:

Site Information

These parcels are adjacent to one another. iNetwork currently operates an auto repair shop out of 6711 Waxhaw Highway. 6686 Waxhaw Highway was previously used as a wood shop and is currently vacant. The railroad runs along the rear of both properties.

Current Proposal

iNetwork hopes to utilize the existing structures on each property and develop a model similar to those used at large franchise dealerships where auto repair can take place in the same location as auto sales.

Southern Panhandle Small Area Plan

The Southern Panhandle Small Area Plan Recommended Land Use Map labels this area as “Employment”. The proposed use in this case would be consistent with the “Employment” designation.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the corrective Resolution.

Recommendation:

Approval of the corrected version of the Resolution is recommended.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1138-R2021 (Corrective)	2/11/2021	Resolution
Planning Staff Report	1/12/2021	Planning Staff Report
Exhibit 1: Application	1/12/2021	Exhibit
Exhibit 2: Zoning Map	1/12/2021	Exhibit
Exhibit 3: Concept Plan	1/6/2021	Exhibit
Exhibit 4: TRC Comments	1/12/2021	Exhibit

STATE OF SOUTH CAROLINA

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RESOLUTION NO. 1138-R2021

COUNTY OF LANCASTER

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A RESOLUTION

TO APPROVE THE FAVORABLE RECOMMENDATION OF BOTH THE LANCASTER COUNTY PLANNING STAFF AND THE LANCASTER COUNTY PLANNING COMMISSION OF A CONDITIONAL USE APPLICATION TO PERMIT A NON-FRANCHISED CAR DEALERSHIP AND MAJOR AUTO REPAIR AND MAINTENANCE FACILITY TO BE LOCATED UPON TAX MAP # 0020-00-004.00, AT 6686 WAXHAW HWY, INDIAN LAND, SOUTH CAROLINA. (CORRECTIVE VERSION)

WHEREAS, on December 4, 2020, iNetwork Auto Group applied, with the consent of the owner of the subject property, George F. Remensnyder, to the Lancaster County Planning Department for its review and consideration of a Conditional Use Permit upon a property zoned GB, General Business District, for a Non-Franchised Car Dealership Major Auto Repair and Maintenance Facility, to be located upon Tax Map # 0020-00-004.00, 6686 Waxhaw Hwy, Indian Land, South Carolina.

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

WHEREAS, on January 19, 2021, the Planning Commission considered the project, identified CU-2020-2906 and, following due consideration, recommended approval of the project, by a unanimous vote, subject to the same TRC conditions noted by the Planning Staff; and

WHEREAS, the Southern Panhandle Small Area Plan recommended land use map labels this area as “Employment” and the proposed use would be consistent with the “Employment” designation.

WHEREAS, Lancaster County Council conducted a public hearing and approved this Resolution at its meeting of February 8, 2021, but it was subsequently revealed that a scrivener’s error omitted language approving the repair and maintenance component of the business.

WHEREAS, the repair and maintenance component of the condition use application was included in the staff report and the public hearing notice, and was considered and approved by County Council at the February 8, 2021 meeting, County Council desires that the public record accurately reflect its approval of the entire conditional use permit.

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

Lancaster County Council approves the Conditional Use Permit subject to applicant addressing any outstanding TRC comments at the site plan phase.

The previously approved version of Resolution 1138-R2021 is amended and replaced in its entirety with this version of Resolution 1138-R2021. The Clerk to Council is directed to attach this amended, corrective version of Resolution 1138-R2021 to the previous version of Resolution 1138-R2021.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John K. DuBose, III, County Attorney

PROPOSAL:	Conditional Use Application to Permit a Non-Franchised Car Dealership and Major Maintenance and Repair
PROPERTY LOCATION:	6686 and 6711 Waxhaw Highway (TMS#0020-00-004.00 and 0020-00-004.02)
CURRENT ZONING DISTRICT:	General Business (GB) District
APPLICANT:	iNetwork Auto Group
COUNCIL DISTRICT:	District 1, Terry Graham

OVERVIEW & BACKGROUND:

Site Information

These parcels are adjacent to one another. iNetwork currently operates an auto repair shop out of 6711 Waxhaw Highway. 6686 Waxhaw Highway was previously used as a wood shop and is currently vacant. The railroad runs along the rear of both properties.

Current Proposal

iNetwork hopes to utilize the existing structures on each property and develop a model similar to those used at large franchise dealerships where auto repair can take place in the same location as auto sales.

Southern Panhandle Small Area Plan

The Southern Area Small Area Plan Recommended Land Use Map labels this area as “Employment”. The proposed use in this case would be consistent with the “Employment” designation.

Summary of Surrounding Zoning and Uses

Surrounding Property	Zoning District	Use
North	Railroad and PDD	Railroad and Walnut Creek
South	Rural Neighborhood (RN)	Single Family Residential
East	General Business (GB)	Mini-storage
West	Rural Neighborhood (RN)	Vacant

PHOTOS OF PROJECT AREA:



*Looking at the existing building at 6686
Waxhaw Highway.*



*Looking at the existing building at 6711
Waxhaw Highway.*



*Looking directly across from the subject
properties.*



*Looking west on Waxhaw Highway towards
the intersection with Charlotte Hwy.*

APPLICABLE UDO PROVISIONS:

5.1.2. - CONDITIONAL USE (CU)

- A. Conditional Uses are uses which are generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and/or the County as a whole, require individual consideration in their location, design, configuration, and/or operation at the particular location proposed.
- B. All Conditional Uses shall at a minimum meet the standards for the zoning district in which they are located and the specific standards set forth in this article for that use.
- C. Individual consideration of the use may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location and to ensure protection of the public health, safety, and welfare.
- D. Approval procedures for Conditional Use permits are found in Chapter 9, Administration.

5.8.5. - VEHICLE RENTAL/LEASING/SALES

- A. **Outdoor Vehicle Display:** No vehicles displayed for sale or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any public rights-of-way.
- B. **Conditional Use Permit Required for Non-Franchised Dealerships:** All such uses that are within 200 feet of a Residential use and are not a manufacturer-franchised dealership must obtain a Conditional Use permit.
- C. **Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer in accordance with Section 7.1.5.

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

- A. **Outdoor Vehicle Storage:** No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained. No vehicles awaiting work or pickup shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way.
- B. **Vehicle Bays:** Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee.

- C. Noise:** No noises resulting from the repair, maintenance, or body work of a motor vehicle shall be audible at or beyond the property line between 8 PM and 8 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.
- D. Repair Work:** All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.
- E. Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district or street shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type C buffer.
-

STAFF RECOMMENDATION:

Staff recommends **approval** of this conditional use application to permit a non-franchised car dealership, subject to the following condition:

1. Address the outstanding TRC/Evolve comments at the site plan phase.
-

ATTACHMENTS:

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

STAFF CONTACT:

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



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

CONDITIONAL USE APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 6686 Waxhaw Highway
City Indian Land State SC Zip 29720 Tax Parcel ID 0020-00-004.00
Current Zoning GB Current Use Vehicle Services - Major Maintenance/Repair
Total Acres 1.114 Surrounding Property Description Parcel 0020-00-004.02 is a
mostly paved commercial property with 2 buildings which formerly served as a wood shop.
Surrounding properties are wooded, wet and undeveloped. A railroad runs along the back property line.
Proposed Conditional Use Vehicle Rental/Leasing/Sales with accessory use of Vehicle Services - Major
Maintenance/Repair. Intent is to use property for the display of vehicles and general auto repair services
focused primarily on servicing our own vehicles.

CONTACT INFORMATION

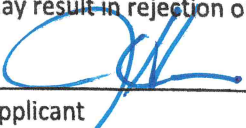
Applicant Name iNetwork Auto Group
Address 6686 Waxhaw Hwy
City Indian Land State SC Zip 29720 Phone 803-286-2200
Fax _____ Email johnny@iNetworkautogroup.com
Property Owner Name GEORGE F. REMENSNYDER
Address 6686 WAXHAW HWY
City LANCASTER State SC Zip 29720 Phone 704-771-3964
Fax _____ Email MANAGER@EVENMORESTORAGE.COM

CONDITIONAL USE PLAN CHECKLIST

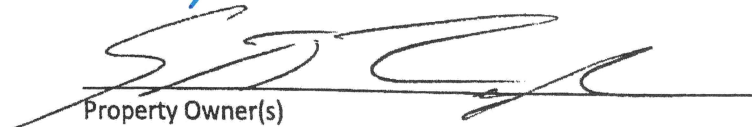
- _____ The size of the plan and number of copies should conform to the following: Eight copies that are 24" x 36" (full size) and Two copies that are 11" x 17" (reduced size).
- _____ A descriptive location of the property and vicinity map at a scale of not less than one inch equals one mile.
- _____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

APPLICATION CERTIFICATIONS

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


Applicant

12-4-20
Date


Property Owner(s)

11-29-20
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

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

owner, and adjacent property owners.

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

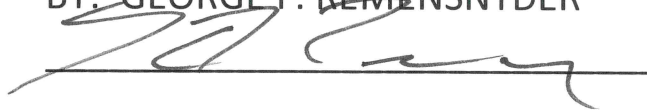
December 4, 2020

PROPERTY OWNER AUTHORIZATION FORM

I, GEORGE F REMENSNYDER, OWNER OF
REMENSNYDER HOLDINGS LLC, HEREBY
AUTHORIZE JOHNNY H. MARTIN, OWNER OF
INETWORK AUTO GROUP INC. TO MAKE AN
APPLICATION FOR A CONDITIONAL USE PERMIT
AT 6686 WAXHAW HWY. LANCASTER SC 29720.

OWNER: REMENSNYDER HOLDINGS LLC,

BY: GEORGE F. REMENSNYDER

 OWNER

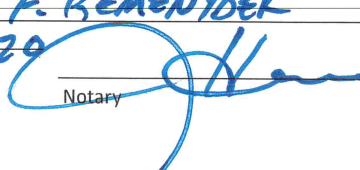
PARCEL ID: 0020-00-004.00

PROPERTY ADDRESS: 6686 WAXHAW HWY.
LANCASTER SC 29720

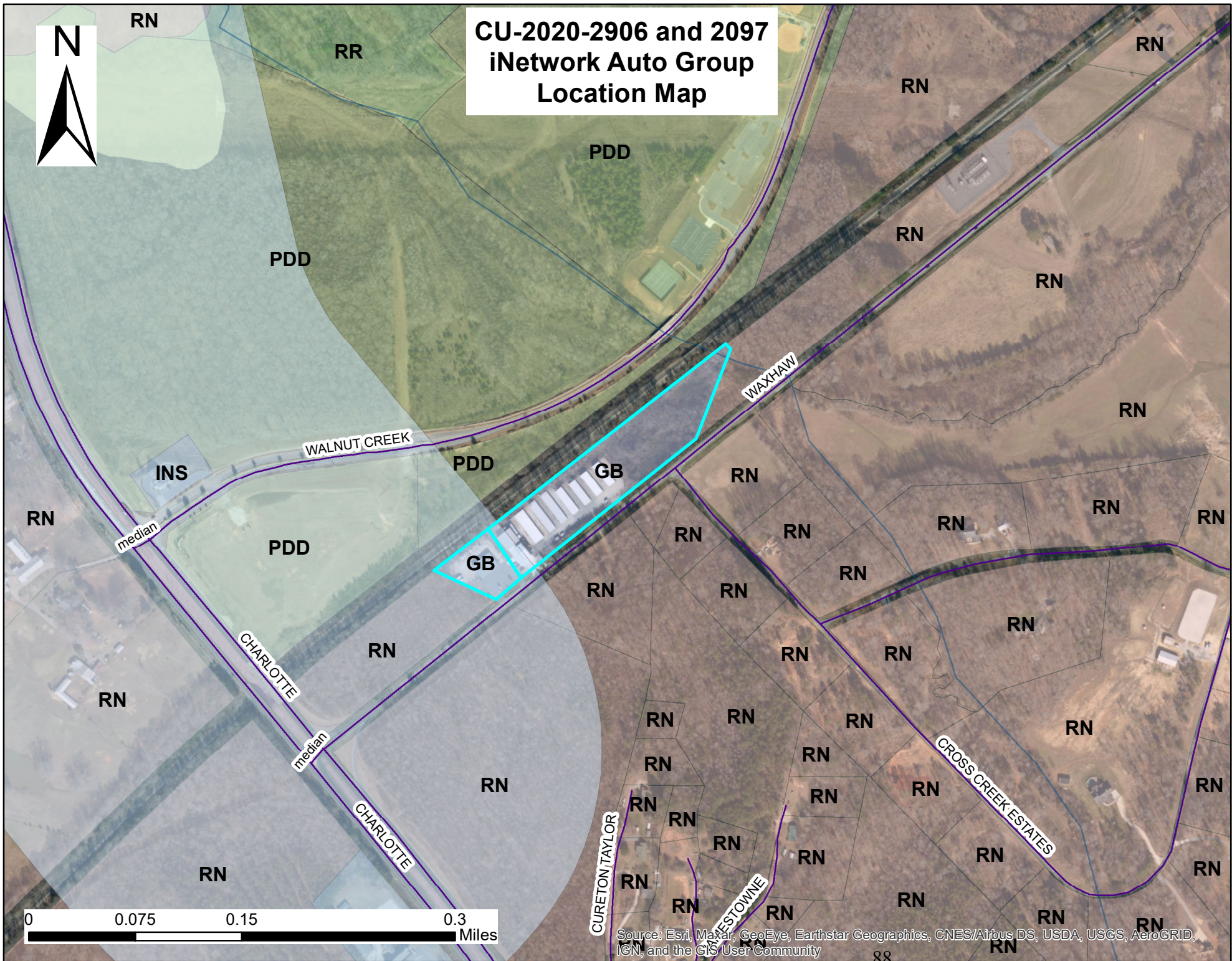
MECKLENBURG County, North Carolina
I certify that the following person(s) personally appeared before
Me this day, each acknowledging to me that he or she signed the
foregoing document

GEORGE F. REMENSNYDER

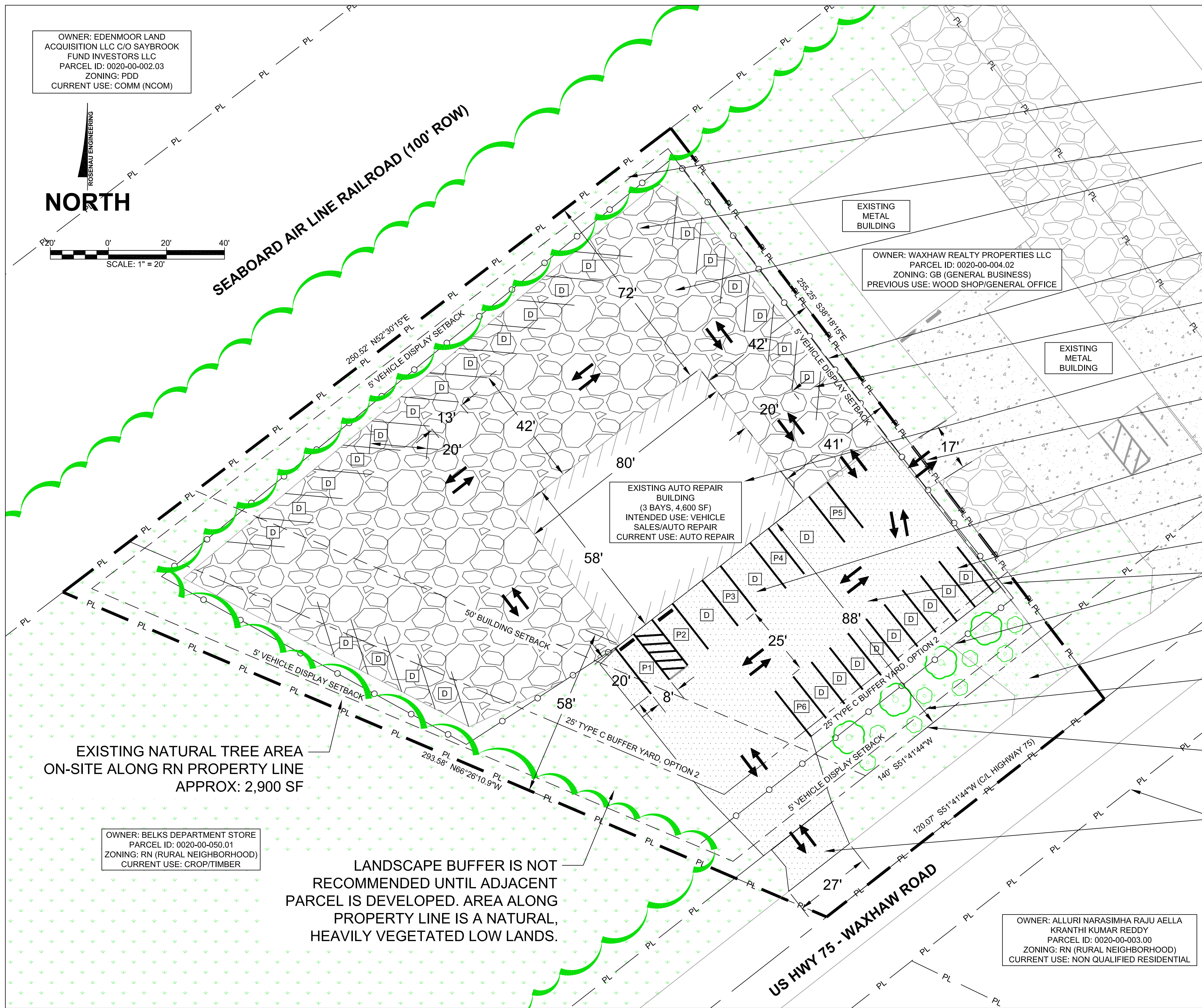
Date: 12-4-20


Notary

**CU-2020-2906 and 2097
iNetwork Auto Group
Location Map**



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



GENERAL NOTES:

1. ACCORDING TO THE LATEST FLOOD INSURANCE RATE MAPS (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NEITHER PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA.
2. CONDITIONAL USE PLAN HAS BEEN DEVELOPED FOR COUNTY REVIEW AND APPROVAL ONLY. PLAN SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT VERIFYING LOCATIONS WITH SURVEYOR.

SURVEY & DESIGN BASE DISCLAIMER:

SURVEY: THE SURVEY INFORMATION HAS BEEN SUPPLIED BY APPLICANT FOR BOTH PROPERTIES IN THE FORM OF A PDF VERSION OF SCANNED SURVEYS. NO DIGITAL (CAD FILE) VERSION OF EITHER SURVEY HAS BEEN USED IN THE DEVELOPMENT OF THIS PLAN. INFORMATION FOR EACH SURVEY IS AS FOLLOWS:

6686 WAXHAW HWY.
DAVID J. DILLS PLS, PA
PO BOX 1928
INDIAN TRAIL, NC 28079
SURVEY DATE: 01/20/2007
PURPOSE: BUILDING LOCATION

VERTICAL DATUM & BENCHMARK INFO: SURVEY DOES NOT REFERENCE NAVD88 OR INCLUDE ANY BENCHMARK INFORMATION.

AERIAL BASE: IN ADDITION TO THE SURVEYS MENTIONED ABOVE, A BING (MICROSOFT CORPORATION) AERIAL IMAGE WAS USED TO DEVELOP THE DESIGN BASE.

DISCLAIMER: ROSENAU ENGINEERING, PLLC IS NOT RESPONSIBLE FOR UTILITIES AND STRUCTURES NOT SHOWN ON PLANS OR ERRORS IN ACTUAL LOCATIONS OR DIMENSIONS. ALL INFORMATION IS APPROXIMATE AND BASED UPON THE BEST AVAILABLE INFORMATION.



VICINITY MAP
APPROXIMATE SCALE: 1" = 2,000'

LEGEND	
EXISTING FEATURE	
PROPOSED FEATURE	
PROPERTY LINE	PL PL
TRAFFIC DIRECTION	→
ASPHALT	
CONCRETE	
GRAVEL	
PERVIOUS SURFACE	
FENCE	○ ○ ○
TREES	○ ○ ○
VEHICLE DISPLAY/PARKING	D P2

PROJECT DATA	
APPLICANT:	INetwork AUTO GROUP
APPLICANT ADDRESS:	6686 WAXHAW HWY, INDIAN LAND, SC 29720
APPLICANT PHONE:	803-286-2200
APPLICANT EMAIL:	JOHNNY@INETWORKAUTOGROUP.COM
PROPERTY ADDRESS:	6686 WAXHAW HIGHWAY
PARCEL ID NO.:	0020-00-004.00
OWNER:	REMENSNYDER HOLDINGS LLC
OWNER ADDRESS:	PO BOX 1050, CANTON, NC 28716
OWNER PHONE:	
OWNER EMAIL:	
CURRENT ZONING:	GB (GENERAL BUSINESS) IN HIGHWAY CORRIDOR OVERLAY DISTRICT
CURRENT USE:	VEHICLE SERVICES - MAJOR MAINTENANCE/REPAIR
PROPOSED USE:	VEHICLE RENTAL/LEASING/SALES WITH ACCESSORY USE OF VEHICLE SERVICES - MAJOR MAINTENANCE/REPAIR
LOT ACREAGE:	1.114
IMPERVIOUS AREA TO LOT AREA RATIO:	70% (0.78 ACRES)
LANDSCAPE BUFFER YARD REQUIREMENTS:	TYPE C ALONG FRONT & WEST SIDE
LANDSCAPE BUFFER YARD PROVIDED:	25 FOOT TYPE C, OPTION 2 WITH 4 FOOT BLACK FENCE, 4 CANOPY, 4 EVERGREEN, & 4 UNDERSTORY TREES ALONG FRONT
BUILDING SETBACKS REQUIRED/PROVIDED:	50' REQUIRED ON WEST SIDE 58' SIDE, 88' FRONT, 72' REAR SETBACKS PROVIDED
VEHICLE DISPLAY SETBACKS REQUIRED/PROVIDED:	5 FOOT

PROJECT NAME:

iNetwork AUTO GROUP

6686 WAXHAW HIGHWAY,
INDIAN LAND, LANCASTER COUNTY, SOUTH CAROLINA 29720

CLIENT:
INETWORK AUTO GROUP INC.
6686 WAXHAW HIGHWAY
INDIAN LAND, SC 29720
803-286-2200

DATE: 12/03/2020
REVISIONS:

JOB NO: 20190
SHEET TITLE:

CONDITIONAL
USE PLAN

SCALE: 1" = 20'
SHEET NO.:

CU-1.0

© ROSENAU ENGINEERING, PLLC



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

January 12, 2021

Johnny Martin
iNetwork Auto Group
6686 Waxhaw Hwy
Lancaster, SC 29720

Project Number	20202906
Project Name	iNetwork Auto Group
Location	6686 Waxhaw Highway
Stage	Conditional Use Permit
Parcel(s)	0020-00-004.00
Status	Not Approved

Dear: Johnny Martin

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

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

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

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

Sincerely,

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Conditional

Review Comments:

See Attached Comments

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Approved

Review Comments:

LC Water & Sewer District - James Hawthorne - (803) 285-6919
james.hawthorne@lcwasd.org

No Review Needed

Review Comments:

Zoning - Julie Faile - 8032830567
jfaile@lancastersc.net

Not Approved

Review Comments:

The Lancaster County Zoning Department has received your preliminary plans submittal for the proposed site. This submittal is a sketch for the proposed Conditional Use Zoning and does not warrant approval of the overall design. Being preliminary in nature due to the lack of needed information, this is not to be construed as the final review. However, the following items listed below would be essential to the above referenced project and need to be addressed when a formal site plan is submitted. Please refer to the Lancaster County Unified Development Code, Chapter 4.3.2, and 7.1 to ensure this project meets all standards of the Lancaster County Code. A full plan review shall be conducted upon submittal of site plans that are within compliance with Lancaster County Zoning standards.

1. Any required landscaping and or buffers will be required to be installed with the proposed project, not at the time the adjoining parcels are developed.
2. Revise site plan to remove the required parking from the 25' required bufferyard.
3. Revise the proposed site plan to include a legend for each required bufferyard that must include the planting symbols, type of trees, required quantity, and the proposed quantity. Please provide a tree survey or add the following note to the proposed site plan: The Existing vegetation will meet or exceeds the required bufferyard at time of finale inspection or additional plantings will be required before a Certificate of Occupancy can be issued.
4. Revise site plan to include the building setback labeled from all property lines.
5. Revise site plan to include the Railroad ROW labeled.
6. Revise site plan to include the dimensions of all parking spaces including handicap spaces.
7. Be advised that required parking spaces can not be counted in front of the service bays.
8. Revise site plan to show landscape island(s) as required in the UDO 4.3.2.J. Be advised that parking/display areas must be a minimum of 10' from public ROW's and buildings. See all parking standards in the UDO Chapter 7.2.5.
9. Provide a recorded Cross/ Access easement agreement.

10. Approval from the SCDOT for any/all changes in the Road ROW or Changes the DOT may require.

Once the above comments have been addressed, please submit a cover sheet with the revisions that thoroughly details the above changes/responses and the associative locations on the plans. If there are any questions or concerns, please contact Julie Faile at 803-416-9777 or jfailer@lancastersc.net.

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

Conditional

Review Comments:

See Zoning Comments.

Additional Planning comments may be added following Planning Commission or at the Site Plan phase.

Development review

Project: i Network Auto Group- Conditional Use Site Plan
Engineer/Architect: Rosenau Engineering
Review date: 01/05/2021 based on Plan sheet dated December 4, 2020
Review by: T. Scott Edgar, P.E. CFM, Lancaster County
Stephen Blackwelder, Environmental Compliance Manager, Lancaster County

General Comments:

1. This site is very close to the floodplain. Before committing to purchase of these parcels, the owner may want to conduct due diligence investigation of the elevation differential with the 100 year flood plain.
2. The existing cross connection access road is 17 feet wide. Because there are two different owners of these parcels, this access road should be 22 feet wide. If there is going to be one owner for the two parcels, this could be considered a private access. We defer to the Planning Department reviewer for their input as to if this access needs to be 22 feet wide or not.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1139-R2021 / Planning Case Number: CU-2020-2907

Contact Person / Sponsor: John DuBose / County Attorney

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Application by iNetwork Auto Group for a conditional use permit to allow Vehicle Rental, Leasing and Sales as well as Major Maintenance and Repair at 6711 Waxhaw Hwy. (0020-00-004.02). This project is associated with companion Conditional Use case CU-2020-2906.

Major Maintenance and Repair was not listed within the Resolution but was included in the Notice of Public Hearing and has been included in all staff reports and presentations and was consideration and approved by Lancaster County Council at the meeting of February 8, 2021.

The purpose of this agenda item is to allow for correction of the Resolution.

Points to Consider:

Site Information

These parcels are adjacent to one another. iNetwork currently operates an auto repair shop out of 6711 Waxhaw Highway. 6686 Waxhaw Highway was previously used as a wood shop and is currently vacant. The railroad runs along the rear of both properties.

Current Proposal

iNetwork hopes to utilize the existing structures on each property and develop a model similar to those used at large franchise dealerships where auto repair can take place in the same location as auto sales.

Southern Panhandle Small Area Plan

The Southern Area Small Area Plan Recommended Land Use Map labels this area as “Employment”. The proposed use in this case would be consistent with the “Employment” designation.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the corrective Resolution.

Recommendation:

Approval of the corrected version of the Resolution is recommended.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1139-R2021 (Corrective)	2/11/2021	Resolution
Planning Staff Report	1/12/2021	Planning Staff Report
Exhibit 1: Application	1/12/2021	Exhibit
Exhibit 2: Zoning Map	1/12/2021	Exhibit
Exhibit 3: Concept Plan	1/6/2021	Exhibit

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 1139-R2021

)

COUNTY OF LANCASTER

)

A RESOLUTION

TO APPROVE THE FAVORABLE RECOMMENDATION OF BOTH THE LANCASTER COUNTY PLANNING STAFF AND THE LANCASTER COUNTY PLANNING COMMISSION OF A CONDITIONAL USE APPLICATION TO PERMIT A NON-FRANCHISED CAR DEALERSHIP AND MAJOR AUTO REPAIR AND MAINTENANCE FACILITY TO BE LOCATED UPON TAX MAP # 0020-00-004.02, AT 6711 WAXHAW HWY, INDIAN LAND, SOUTH CAROLINA. (CORRECTIVE VERSION)

WHEREAS, on December 4, 2020, iNetwork Auto Group applied, with the consent of the owner of the subject property, Waxhaw Realty Properties, LLC, to the Lancaster County Planning Department for its review and consideration of a Conditional Use Permit upon a property zoned GB, General Business District, for a Non-Franchised Car Dealership, to be upon Tax Map # 0020-00-004.02, located at 6711 Waxhaw Hwy, Indian Land, South Carolina.

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

WHEREAS, on January 19, 2021, the Planning Commission considered the project, identified CU-2020-2906 and, following due consideration, recommended approval of the project, by a unanimous vote, subject to the same TRC conditions noted by the Planning Staff; and

WHEREAS, the Southern Panhandle Small Area Plan recommended land use map designates this area as "Employment" and the proposed use is consistent with the "Employment" designation.

WHEREAS, Lancaster County Council conducted a public hearing and approved this Resolution at its meeting of February 8, 2021, but it was subsequently revealed that a scrivener's error omitted language approving the repair and maintenance component of the business.

WHEREAS, the repair and maintenance component of the condition use application was included in the staff report and the public hearing notice, and was considered and approved by County Council at the February 8, 2021 meeting, County Council desires that the public record accurately reflect its approval of the entire conditional use permit.

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

Lancaster County Council approves the Conditional Use Permit subject to applicant addressing any outstanding TRC comments at the site plan phase.

The previously approved version of Resolution 1139-R2021 is amended and replaced in its entirety with this version of Resolution 1139-R2021. The Clerk to Council is directed to attach this amended, corrective version of Resolution 1139-R2021 to the previous version of Resolution 1139-R2021.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John K. DuBose, III, County Attorney

PROPOSAL:	Conditional Use Application to Permit a Non-Franchised Car Dealership and Major Maintenance and Repair
PROPERTY LOCATION:	6686 and 6711 Waxhaw Highway (TMS#0020-00-004.00 and 0020-00-004.02)
CURRENT ZONING DISTRICT:	General Business (GB) District
APPLICANT:	iNetwork Auto Group
COUNCIL DISTRICT:	District 1, Terry Graham

OVERVIEW & BACKGROUND:

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Summary of Surrounding Zoning and Uses

Surrounding Property	Zoning District	Use
North	Railroad and PDD	Railroad and Walnut Creek
South	Rural Neighborhood (RN)	Single Family Residential
East	General Business (GB)	Mini-storage
West	Rural Neighborhood (RN)	Vacant

PHOTOS OF PROJECT AREA:



*Looking at the existing building at 6686
Waxhaw Highway.*



*Looking at the existing building at 6711
Waxhaw Highway.*



*Looking directly across from the subject
properties.*



*Looking west on Waxhaw Highway towards
the intersection with Charlotte Hwy.*

APPLICABLE UDO PROVISIONS:

5.1.2. - CONDITIONAL USE (CU)

- A. Conditional Uses are uses which are generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and/or the County as a whole, require individual consideration in their location, design, configuration, and/or operation at the particular location proposed.
- B. All Conditional Uses shall at a minimum meet the standards for the zoning district in which they are located and the specific standards set forth in this article for that use.
- C. Individual consideration of the use may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location and to ensure protection of the public health, safety, and welfare.
- D. Approval procedures for Conditional Use permits are found in Chapter 9, Administration.

5.8.5. - VEHICLE RENTAL/LEASING/SALES

- A. **Outdoor Vehicle Display:** No vehicles displayed for sale or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any public rights-of-way.
- B. **Conditional Use Permit Required for Non-Franchised Dealerships:** All such uses that are within 200 feet of a Residential use and are not a manufacturer-franchised dealership must obtain a Conditional Use permit.
- C. **Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer in accordance with Section 7.1.5.

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

- A. **Outdoor Vehicle Storage:** No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained. No vehicles awaiting work or pickup shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way.
- B. **Vehicle Bays:** Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee.

- C. Noise:** No noises resulting from the repair, maintenance, or body work of a motor vehicle shall be audible at or beyond the property line between 8 PM and 8 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.
- D. Repair Work:** All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.
- E. Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district or street shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type C buffer.
-

STAFF RECOMMENDATION:

Staff recommends **approval** of this conditional use application to permit a non-franchised car dealership, subject to the following condition:

1. Address the outstanding TRC/Evolve comments at the site plan phase.
-

ATTACHMENTS:

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

STAFF CONTACT:

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

CONDITIONAL USE APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 6711 Waxhaw Highway

City Indian Land State SC Zip 29720 Tax Parcel ID 0020-00-004.02

Current Zoning GB Current Use Former Wood Shop

Total Acres 0.52 Surrounding Property Description Parcel 0020-00-004.00 is a mostly paved auto repair shop with 1 building. Parcel 0020-00-004.01 is a mostly paved self-storage with multiple buildings. A railroad and floodplains run along the back property line.

Proposed Conditional Use Vehicle Rental/Leasing/Sales with accessory use of Vehicle Services - Major Maintenance/Repair. Intent is to use property for vehicle sales, marketing and vehicle painting. The primary vehicle display and repair services will be performed on the adjacent parcel (Parcel 0020-00-04.00).

CONTACT INFORMATION

Applicant Name iNetwork Auto Group

Address 6686 Waxhaw Hwy

City Indian Land State SC Zip 29720 Phone 803-286-2200

Fax _____ Email johnny@iNetworkautogroup.com

Property Owner Name Waxhaw Realty Properties LLC

Address 2107 MONARD WAY

City WAXHAW State NC Zip 28173 Phone 914-879-3219

Fax _____ Email John @ STONERIDGE PROS . COM

CONDITIONAL USE PLAN CHECKLIST

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

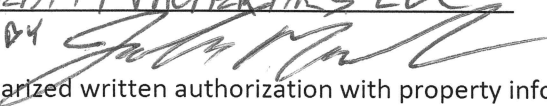
APPLICATION CERTIFICATIONS

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


Applicant

12.4.20

Date

WAXHAW REALTY PROPERTIES LLC
Property Owner(s) 

Nov/20/2020
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____
Amount Paid _____ Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

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

owner, and adjacent property owners.

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

NOVEMBER 30 2020

PROPERTY OWNER AUTHORIZATION FORM

I, JOHN MAIDA, OWNER OF WAXHAW REALTY PROPERTIES, LLC, HEREBY AUTHORIZE JOHNNY H MARTIN, REPRESENTATIVE FOR i NETWORK GROUP, TO MAKE AN APPLICATION FOR A CONDITIONAL USE PERMIT AT 6711 WAXHAW HWY LANCASTER SC 29720.

OWNER WAXHAW REALTY PROPERTIES, LLC

BY JOHN MAIDA

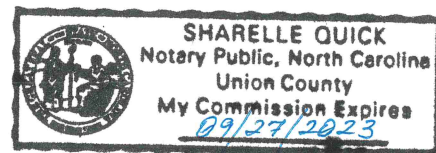
 OWNER

PARCEL ID 0020-00-004.02

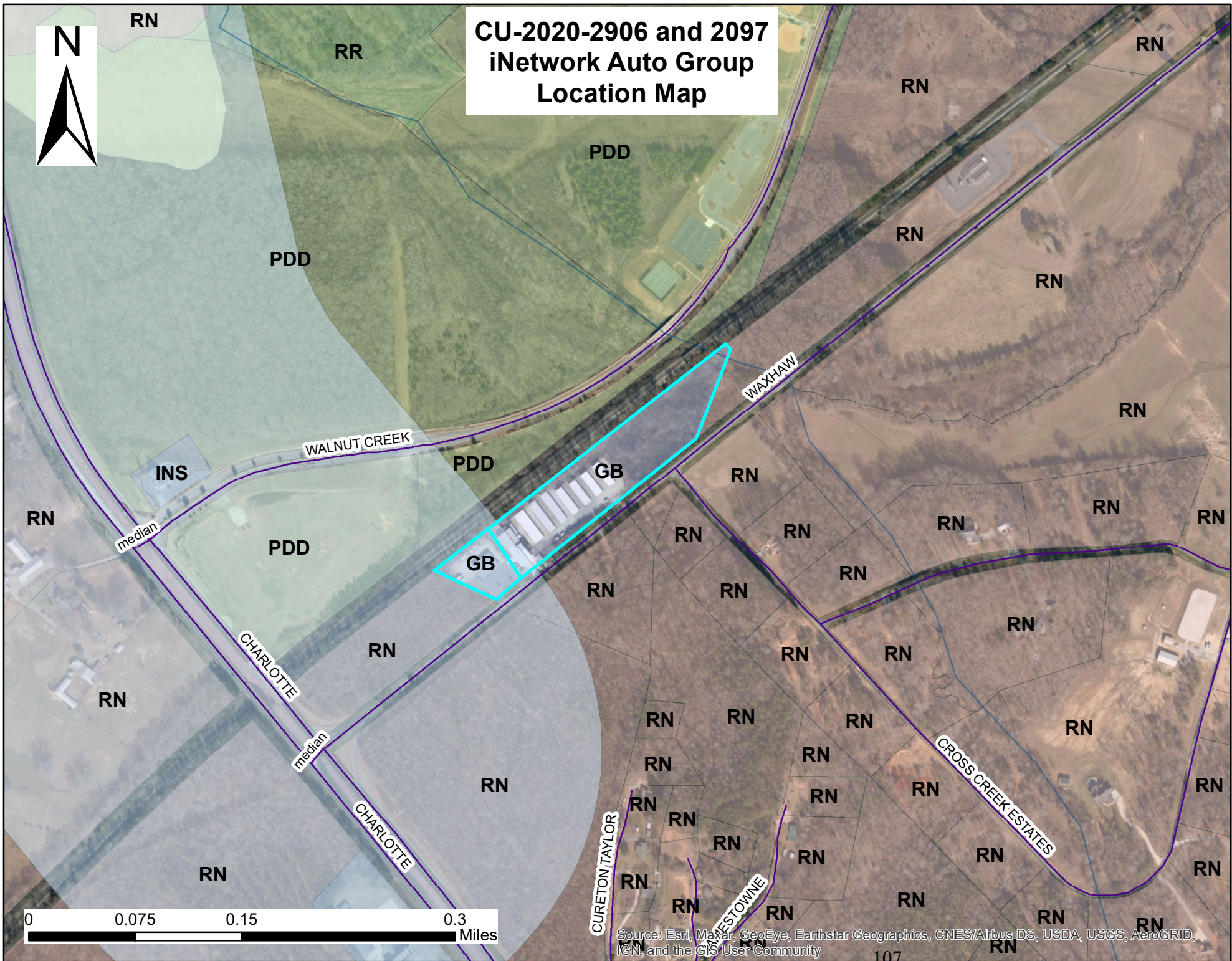
PROPERTY ADDRESS 6711 WAXHAW HWY, LANCASTER SC

Union County, North Carolina
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

John Maida
Name(s) of principal(s)
Date: 12/01/2020
Sharelle Quick
Official Signature of Notary



**CU-2020-2906 and 2097
iNetwork Auto Group
Location Map**



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



1. ACCORDING TO THE LATEST FLOOD INSURANCE RATE MAPS (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NEITHER PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA.
2. CONDITIONAL USE PLAN HAS BEEN DEVELOPED FOR COUNTY REVIEW AND APPROVAL ONLY. PLAN SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT VERIFYING LOCATIONS WITH SURVEYOR.

25' TYPE C BUFFER YARD, OPTION 2
(2 CANOPY, 2 EVERGREEN, & 2
UNDERSTORY TREES)



LEGEND

EXISTING FEATURE	
PROPOSED FEATURE	
PROPERTY LINE	
TRAFFIC DIRECTION	
ASPHALT	
CONCRETE	
GRAVEL	
PERVIOUS SURFACE	
FENCE	
TREES	
VEHICLE DISPLAY/PARKING	

PROJECT DATA	
APPLICANT:	IN NETWORK AUTO GROUP
APPLICANT ADDRESS:	6686 WAXHAW HWY, INDIAN LAND, SC 29720
APPLICANT PHONE:	803-286-2200
APPLICANT EMAIL:	JOHNNY@INNETWORKAUTOGROUP.COM
PROPERTY ADDRESS:	6711 WAXHAW HIGHWAY
PARCEL ID NO.:	0020-00-004.02
OWNER:	WAXHAW REALTY PROPERTIES LLC
OWNER ADDRESS:	2107 MONARDA WAY, WAXHAW, NC 28173
OWNER PHONE:	704-879-5219
OWNER EMAIL:	STONERIDGEPROS@GMAIL.COM
CURRENT ZONING:	GB (GENERAL BUSINESS) IN HIGHWAY CORRIDOR OVERLAY DISTRICT
CURRENT USE:	GENERAL COMMERCIAL
PROPOSED USE:	VEHICLE RENTAL/LEASING/SALES WITH ACCESSORY USE OF VEHICLE SERVICES - MAJOR MAINTENANCE/REPAIR
LOT ACREAGE:	0.52
IMPERVIOUS AREA TO LOT AREA RATIO:	71% (0.37 ACRES)
LANDSCAPE BUFFER YARD REQUIREMENTS:	TYPE C ALONG U.S. 75 FRONTAGE
LANDSCAPE BUFFER YARD PROVIDED:	25 FOOT TYPE C, OPTION 2 WITH 2 CANOPY, 2 EVERGREEN, & 2 UNDERSTORY TREES
BUILDING SETBACKS REQUIRED/PROVIDED:	NONE REQUIRED. 18'/22' SIDE, 44' FRONT, 46' REAR SETBACKS PROVIDED.
VEHICLE DISPLAY SETBACKS REQUIRED/PROVIDED:	5 FOOT

SURVEY: THE SURVEY INFORMATION HAS BEEN SUPPLIED BY APPLICANT FOR PROPERTY IN THE FORM OF A PDF VERSION OF SCANNED SURVEY. NO DIGITAL (CAD FILE) VERSION OF THE SURVEY HAS BEEN USED IN THE DEVELOPMENT OF THIS PLAN. INFORMATION FOR EACH SURVEY IS AS FOLLOWS:

6711 WAXHAW HWY.
JULIAN E. SAVERANCE, PLS
1991 TARA TRAIL
LANCASTER, SC 29720
SURVEY DATE: 12/18/2017
PURPOSE: BOUNDARY SUBDIVISION

VERTICAL DATUM & BENCHMARK INFO: SURVEY DOES NOT REFERENCE NAVD88 OR INCLUDE ANY BENCHMARK INFORMATION.

AERIAL BASE: IN ADDITION TO THE SURVEYS MENTIONED ABOVE, A BING (MICROSOFT CORPORATION) AERIAL IMAGE WAS USED TO DEVELOP THE DESIGN BASE.

DISCLAIMER: ROSENAU ENGINEERING, PLLC IS NOT RESPONSIBLE FOR UTILITIES AND STRUCTURES NOT SHOWN ON PLANS OR ERRORS IN ACTUAL LOCATIONS OR DIMENSIONS. ALL INFORMATION IS APPROXIMATE AND BASED UPON THE BEST AVAILABLE INFORMATION.



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

January 12, 2021

Johnny Martin
iNetwork Auto Group
6686 Waxhaw Hwy
Lancaster, SC 29720

Project Number	20202907
Project Name	iNetwork Auto Group
Location	6711 Waxhaw Highway
Stage	Conditional Use Permit
Parcel(s)	0020-00-004.02
Status	Not Approved

Dear: Johnny Martin

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

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

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

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

Sincerely,

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Conditional

Review Comments:

See Attached Comments

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Approved

Review Comments:

LC Water & Sewer District - James Hawthorne - (803) 285-6919
james.hawthorne@lcwasd.org

No Review Needed

Review Comments:

Zoning - Julie Faile - 8032830567
jfaile@lancastersc.net

Not Approved

Review Comments:

The Lancaster County Zoning Department has received your preliminary plans submittal for the proposed site. This submittal is a sketch for the proposed Conditional Use Zoning and does not warrant approval of the overall design. Being preliminary in nature due to the lack of needed information, this is not to be construed as the final review. However, the following items listed below would be essential to the above referenced project and need to be addressed when a formal site plan is submitted. Please refer to the Lancaster County Unified Development Code, Chapter 4.3.2, and 7.1 to ensure this project meets all standards of the Lancaster County Code. A full plan review shall be conducted upon submittal of site plans that are within compliance with Lancaster County Zoning standards.

1. Any required landscaping and or buffers will be required to be installed with the proposed project, not at the time the adjoining parcels are developed.
2. Revise site plan to remove the required parking from the 25' required bufferyard.
3. Revise the proposed site plan to include a legend for each required bufferyard that must include the planting symbols, type of trees, required quantity, and the proposed quantity. Please provide a tree survey or add the following note to the proposed site plan: The Existing vegetation will meet or exceeds the required bufferyard at time of finale inspection or additional plantings will be required before a Certificate of Occupancy can be issued.
4. Revise site plan to include the building setback labeled from all property lines.
5. Revise site plan to include the Railroad ROW labeled.
6. Revise site plan to include the dimensions of all parking spaces including handicap spaces.
7. Be advised that required parking spaces can not be counted in front of the service bays.
8. Revise site plan to show landscape island(s) as required in the UDO 4.3.2.J. Be advised that parking/display areas must be a minimum of 10' from public ROW's and buildings. See all parking standards in the UDO Chapter 7.2.5.
9. Provide a recorded Cross/ Access easement agreement.

10. Approval from the SCDOT for any/all changes in the Road ROW or Changes the DOT may require.

11. Separate Demo permit will be required for the removal of any structures.

Once the above comments have been addressed, please submit a cover sheet with the revisions that thoroughly details the above changes/responses and the associative locations on the plans. If there are any questions or concerns, please contact Julie Faile at 803-416-9777 or jfailer@lancastersc.net.

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

Conditional

Review Comments:

See Zoning Comments.

Additional Planning comments may be added following Planning Commission or at the Site Plan phase.

Development review

Project: i Network Auto Group- Conditional Use Site Plan
Engineer/Architect: Rosenau Engineering
Review date: 01/05/2021 based on Plan sheet dated December 4, 2020
Review by: T. Scott Edgar, P.E. CFM, Lancaster County
Stephen Blackwelder, Environmental Compliance Manager, Lancaster County

General Comments:

1. This site is very close to the floodplain. Before committing to purchase of these parcels, the owner may want to conduct due diligence investigation of the elevation differential with the 100 year flood plain.
2. The existing cross connection access road is 17 feet wide. Because there are two different owners of these parcels, this access road should be 22 feet wide. If there is going to be one owner for the two parcels, this could be considered a private access. We defer to the Planning Department reviewer for their input as to if this access needs to be 22 feet wide or not.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1140-R2021

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

On December 14, 2020 the Lancaster County Council approved two agreements for Cooley Group's expansion of their Lancaster operation. The agreements listed RISC as the Sponsor with Cooley Group as the Sponsor Affiliate.

The first agreement was a Special Source Revenue Credit that provided a 10-year SSRC at 25% annually for all existing real and personal property at the project location. The second agreement was a 20-year FILOT with a 6% assessment rate and fixed millage rate of 338.15 mills for all new investment at the project location. The agreement included a 7-year SSRC at 58% to be applied against the FILOT payments.

RISC recently conveyed all of the project's real and personal property to K2 Lancaster, LLC, a Delaware limited liability company. RISC as the assignor has assigned their interest in the fee agreement and SSRC agreement K2 Lancaster the assignee. RISC and K2 Lancaster have requested that the County consent to, approve, and ratify the Assignment as provided in Section 9.01 of the Fee Agreement and Section 4.01 of the SSRC Agreement.

Points to Consider:

This is a standard and common request that occur with many of our agreements. It does not change the terms, conditions or performance requirements of either agreement.

Funding and Liability Factors:

There are no funding or liability issues.

Council Options:

Council can approve, amend or decline the resolution to allow the assignment.

Recommendation:

The Department of Economic Development recommends the County Council approve the resolution to allow the assignment of the agreements to K2 Lancaster.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1140-R2021	2/15/2021	Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1140-R2021

A RESOLUTION

TO CONSENT TO, APPROVE, AND RATIFY THE ASSIGNMENT OF THE FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, RISC, LLC AND COOLEY, INCORPORATED TO K2 LANCASTER, LLC AND THE ASSIGNMENT OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, RISC, LLC AND COOLEY, INCORPORATED TO K2 LANCASTER, LLC.

WHEREAS, Lancaster County, South Carolina (the “County”), RISC, LLC, a Delaware limited liability company (“RISC”), Cooley, Incorporated, a Rhode Island corporation (together with RISC, the “Assignors”), entered into (i) that certain Fee Agreement, dated as of December 14, 2020 (the “Fee Agreement”) with regard to certain real property and improvements and other property located thereon (the “Project”), and (ii) that certain Special Source Revenue Credit Agreement, dated as of December 14, 2020 (the “SSRC Agreement”) with regard to certain real property and improvements and other property located at the Project;

WHEREAS, RISC has conveyed the entirety of the real and personal property owned by RISC comprising the Project to K2 Lancaster, LLC, a Delaware limited liability company (the “Assignee”);

WHEREAS, Assignors have assigned their interests in the Fee Agreement and the SSRC Agreement to Assignee effective upon RISC’s conveyance of the Project, pursuant to an Assignment and Assumption of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 29, 2020, by and among Assignors and Assignee (the “Assignment”);

WHEREAS, Assignors and Assignee have requested that the County consent to, approve, and ratify the Assignment as provided in Section 9.01 of the Fee Agreement and Section 4.01 of the SSRC Agreement; and

WHEREAS, Council intends by the passage of this resolution to provide its consent to, approval and ratification of the Assignment of the Fee Agreement and the SSRC Agreement from Assignors to Assignee.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

1. The County consents to, approves, and ratifies (a) the assignment of all of Assignors’ rights, interests, and obligations under the Fee Agreement to Assignee, to be effective upon RISC’s conveyance of the Project to Assignee and (b) the assignment of all of Assignors’ rights, interests, and obligations under the SSRC Agreement to Assignee, to be effective upon RISC’s conveyance of the Project to Assignee.
2. The validity of each of the Fee Agreement and the SSRC Agreement, and upon the assignment of the Fee Agreement and the SSRC Agreement to Assignee, all rights and obligations of Assignee and the County, as the only parties under the assigned Fee Agreement and the assigned SSRC Agreement, are hereby affirmed.
3. This resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this ____ day of _____, 2021

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John Dubose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1141-R2021

Contact Person / Sponsor: Steve Willis/Administration and Sheriff Barry Faile/Sheriff's Office

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Presentation of service sidearm upon retirement.

Points to Consider:

Attached is the letter from Sheriff Barry Faile requesting this action.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the Resolution.

Recommendation:

Approval of the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1141-R2021	2/16/2021	Resolution
Sheriff Failes Request	2/16/2021	Letter

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 1141-R2021

COUNTY OF LANCASTER

)

)

A RESOLUTION

**EXPRESSING APPRECIATION TO SHERIFF'S SERGEANT
JOEY EDWARDS AND AUTHORIZING A GIFT TO HIM BY
LANCASTER COUNTY OF HIS SERVICE SIDEARM
ON THE OCCASION OF HIS RETIREMENT**

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

WHEREAS, Lancaster County acknowledges the accomplishments and achievements of Sheriff's Sergeant Joey Edwards, who has served the citizens of Lancaster for twenty years; and

WHEREAS, Lancaster County formally acknowledges Sergeant Joey Edwards retirement from the Lancaster County Sheriff's Office; and

WHEREAS, Lancaster County Council wishes the very best to Sheriff's Sergeant Joey Edwards in his retirement and expressing profound appreciation for his years of dedicated service, desires to commemorate his service by making to Sheriff's Sergeant Joey Edwards a gift of his service sidearm;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that Barry Faile, the Sheriff of Lancaster County, is authorized to present to Sheriff's Sergeant Joey Edwards his service sidearm as a gift on the occasion of his retirement.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John DuBose, County Attorney



Lancaster County
Sheriff's Office

Sheriff Barry S. Faile

MEMORANDUM

Date: 02/16/2021

To: County Administrator Steve Willis
Members of Council

From: Sheriff Barry Faile

RE: Presentation of Service Weapon – Sergeant Joey S. Edwards

On February 25, 2021 Sergeant Joey S. Edwards will be leaving our agency to assume new responsibilities as Deputy Coroner for Lancaster County. Sgt. Edwards has served his community for 20 years as a deputy of Lancaster County. Our policy states that any member who retires from service with more than 15 years of service may be awarded their service weapon. It is our desire to reward Sergeant Edwards' contribution to our agency and Lancaster County by transferring ownership of his service weapon to him.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Barry Faile".

Barry Faile,
Sheriff



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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1701 / Planning Case Number: RZ-020-2054

Contact Person / Sponsor: Katie See/Senior Planner

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Request to rezone approximately 168.28 acres consisting of five parcels as well as an approximately 36.58 acre portion of TMS # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.

Points to Consider:

The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the request.

Recommendation:

At the November 17, 2020 Planning Commission meeting, the Commission voted 6-1 to recommend approval.

Staff recommends approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1701	2/1/2021	Ordinance
Staff Report	11/10/2020	Planning Staff Report
Ex 1: Application	11/10/2020	Exhibit
Ex 2: Zoning Map	11/10/2020	Exhibit
Ex 3: Concept Plan	11/10/2020	Exhibit
Ex 4: Community Meeting Notes	11/10/2020	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1701

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 168.28 ACRES OF PROPERTY (TMS #S 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 AND 0013-00-055.05) AS WELL AS AN APPROXIMATELY 36.58 ACRE TRACT OF PROPERTY (A PORTION OF TMS # 0013-00-55.06), LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD, AND LDR, LOW DENSITY RESIDENTIAL DISTRICTS, TO MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Provident Bayard, LLC, applied to rezone 168.28 acres, more or less, located at the Southwest intersection of Henry Harris Road and Shelley Mullis Road, Lancaster, South Carolina (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) as well as an approximately 36.58-acre tract of property (a portion of TMS # 0013-00-55.06) from RN, Rural Neighborhood, and LDR, Low Density Residential Districts, to MDR, Medium Density Residential District.

(b) On November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”*

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

The requested MDR district is consistent with the Neighborhood Mixed-Use Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood, and LDR, Low Density Residential Districts, to MDR. Medium Density Residential District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map Nos. 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05 (168.28 acres, more or less) and 0013-00-55.06 (a 36.58 acre portion, more or less)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 168.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District and approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)
PROPERTY LOCATION:	Southwest intersection of Henry Harris Road and Shelley Mullis Road
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) and Low Density Residential (LDR) Districts
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District (RZ-020-2054) Institutional (INS) District (RZ-020-2569)
APPLICANT:	Provident Bayard, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a total of approximately 170.32 acres. The rezoning request consists of two applications, RZ-020-2054 and RZ-020-2569. They are summarized below:

- 1) RZ-020-2054: Request to rezone approximately 168.28 acres consisting of five parcels as well as approximately 36.58 acres of TM # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.
- 2) RZ-020-2569: Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Site Information

The parcels to be rezoned are currently used for agricultural purposes. The applicant has submitted a request to rezone:

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by other RN, LDR, and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; INS	Single-Family Residential; Church
South	Lancaster County	RN; LDR	Vacant
East	Lancaster County	RN; LDR; INS	Single-Family Residential; Daycare
West	Lancaster County	LDR	Vacant (Shelly Woods HOA)

ANALYSIS & FINDINGS:**Zoning Districts**

As previously noted, the subject properties are currently zoned RN and LDR Districts. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

RZ-020-2054: Request to Rezone from RN and LDR to MDR

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

RZ-020-2569: Request to Rezone from LDR to INS

The INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the RN and LDR Districts. The MDR District is intended to serve as a transitional zoning district between rural and urban development, while the INS District is intended to allow for academic and religious campuses, governmental and health facilities. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. Staff finds that the proposed rezoning of the property

to MDR and INS Districts is generally compatible with the surrounding area and consistent with UDO Section 2.3.

COMMUNITY MEETING

A community meeting was held by the applicant on October 15, 2020 at the Deputy Roy Harden Park near the proposed project site (*see attached Community Meeting notes*). Approximately 50 people attended the meeting to learn about the project and ask questions of the applicant. A significant number of attendees expressed concern about the existing traffic and the negative impact the development could have on Shelley Mullis and Henry Harris Roads. Some residents raised concerns about existing stormwater runoff and one urged the installation of a landscaped berm along the road.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

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

The requested MDR and INS districts are consistent with the Neighborhood Mixed-Use Future Land Use category.

Neighborhood Mixed Use: Land Use Considerations		
Mobile/Modular Homes	Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)
Church	School	Community Park
Community Center/Pool & Recreational Amenities	Natural Area	

INFRASTRUCTURE CONSIDERATIONS**Transportation**

A Traffic Impact Analysis (TIA) is required to be submitted as part of the companion Development Agreement associated with this rezoning request. A TIA progress report was submitted to staff on November 9, 2020. It does not include recommendations for the surrounding road improvements. The TIA will be reviewed and approved by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

The subject parcels are located at the southwestern intersection of Shelley Mullis and Henry Harris Roads. Shelley Mullis is maintained by the SCDOT, while the portion of Henry Harris Road from Shelley Mullis Road to Jim Wilson Road is maintained by Lancaster County.

Traffic volumes on Shelley Mullis Road are shown below:

Street	Vehicles Per Day		
	2019	2016	2013
Shelley Mullis Road	5,300	5,500	4,800
Henry Harris Road	No Data Available		
Source: SCDOT Traffic Counts 2009-2019			

Public Utilities

Water and sewer infrastructure are available to this site via offsite and onsite extensions. The sewer infrastructure would initially be extended from the site to the Shelly Woods sewer lift station and subsequent phases will require the sewer to be extended from the Shelly Woods sewer lift station back to an onsite sewer lift station. The sewer forcemain from the onsite sewer lift station would then be installed either under Six Mile Creek to Hatchway Drive, onto US Highway 521, or back through the site to Shelley Mullis Road, towards US Highway 521.

LCWSD has water infrastructure currently available along Shelley Mullis Road and Henry Harris Road. However, a larger waterline must be constructed along Henry Harris Road to serve the site.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

PHOTOS OF PROJECT AREA:



*Looking directly at properties from intersection of
Shelley Mullis & Henry Harris Roads*



*Looking north across Shelley Mullis Road from subject
properties*



*Looking east across Henry Harris Road from subject
properties*



Intersection of Shelley Mullis & Henry Harris Roads



Looking west along Shelley Mullis Road



Looking south along Henry Harris Road

STAFF RECOMMENDATION:

Two separate motions will need to be made for each rezoning application.

Staff recommends **approval** of the two requests to rezone.

1. RZ-020-2054: Approximately 168.28 acres of property from Rural Neighborhood (RN) and Low Density Residential (LDR) District to Medium Density Residential (MDR) District
2. RZ-020-2569: Approximately 2.04 acres of property from Rural Neighborhood (RN) to Institutional (INS) District

Pursuant to the following findings of fact for RZ-020-2054 and RZ-020-2569:

1. That the subject project consists of the following parcels: TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05;
 2. That the subject properties are currently zoned RN and LDR District and proposed to be rezoned MDR District and INS Districts;
 3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Suburban Single-Family Neighborhood; and
 4. That the proposed MDR and INS Districts are generally consistent with the surrounding area which is comprised of LDR and MDR Districts.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

Katie See, AICP, Senior Planner

ksee@lancastersc.net | 803-416-9395



Planning Department

Box 1809, 101 N. Main Street, Lancaster, SC 29721 Phone:
285.6005, planning@lanastercountysc.net

www.mylanasteresc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 8403, 8309, 8249 Henry Harris Rd, and other connected parcels without address

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06,

0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05

Current Zoning LDR and RN Current Use Vacant/Residential

Proposed Zoning MDR (Cluster Overlay) Total Acres ±170.32 Acres

Project Description ±308 units of single family development, including corresponding roads, sidewalks, amenity, and open space, proposed at the intersection of Henry Harris and Shelley Mullis Roads. The area is along the Carolina Thread Trail Overlay and includes part of Six Mile Creek, placing it within the Carolina Heelsplitter Overlay.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

Property Owner Leonard O. Wilson Zaida D. Wilson

Name Leonard O. & Zaida D. Wilson The Wilson Family Trust

Address 1367 Hampstead Terrace

City Oviedo State FL Zip 32765 Phone 407-353-0878

Email zekewilson@outlook.com

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

Applicant _____

Date _____

Leonard O. Wilson Jaeda S. Wilson

9/3/2020

Property Owner(s) *The Wilson Family Trust*

Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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

2. Planning Commission

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

3. County Council

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

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____
Property Owner Name _____
Address _____ City _____ State _____
Zip _____ Phone _____ Fax _____ Email _____
ADELE WEIR
2035 Marching Duck Ave City CHARLOTTE N.C.
28210 704 584 3061 rweir605@gmail.com

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

Applicant _____ Date _____
ADELE WEIR September 3, 2020

Property Owner(s) _____ Date _____
Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received _____
Receipt Number _____ Amount Paid _____
Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____ Property Owner Name _____
Address 8249 Henry Harris Row City Indian Land State S.C.
Zip 29707 Phone 704-619-0969 Fax _____ Email melissa.mccoroe@yahoo.com
813-230-2719

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

Applicant _____ Date 9/5/2020
Property Owner(s) _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received _____
Receipt Number _____ Amount Paid _____
Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____
Property Owner Name _____
Address _____ City _____ State _____
Zip _____ Phone _____ Fax _____ Email _____
28031 704-301-0555 SUE WEIR 268@aol.com
WILSON ACRES, LLC - SUE WEIR, MDR
CORNELIUS N.C.

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

Applicant _____ Date 9/3/2020
Sue Weir

Property Owner(s) _____ Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received
Receipt Number _____ Amount Paid
Check Number _____ Cash Amount
Received By _____ Planning Commission Meeting Date

SCHEDULE/PROCESS 1. Submit Application

The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third



Planning Department

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address Henry Harris and Shelley Mullis Road

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06

Current Zoning LDR Current Use Vacant/Residential

Proposed Zoning Institutional Total Acres ±2.04

Project Description Institutional use for ±2.04 Acre parcel at the intersection of Shelley Mullis and Henry Harris Roads.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name Provident Bayard, LLC / Timothy F. Coey, mba

Address 1108 INDUSTRIAL DR

City MATTHEWS State NC Zip 28105 Phone 704-618-1926

Fax _____ Email tim@bayarddevelopment.com

Property Owner Name Wilson Acres, LLC / Susan Wild, mba

Address 19429 Hidden Cove Lane

City Cotuit State NC Zip 28105 Phone 704-301-0555

Fax _____ Email _____

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

J. B. Beg 1 man

Applicant

10-29-20

Date

x [Signature] Win

Property Owner(s)

10-29-20

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

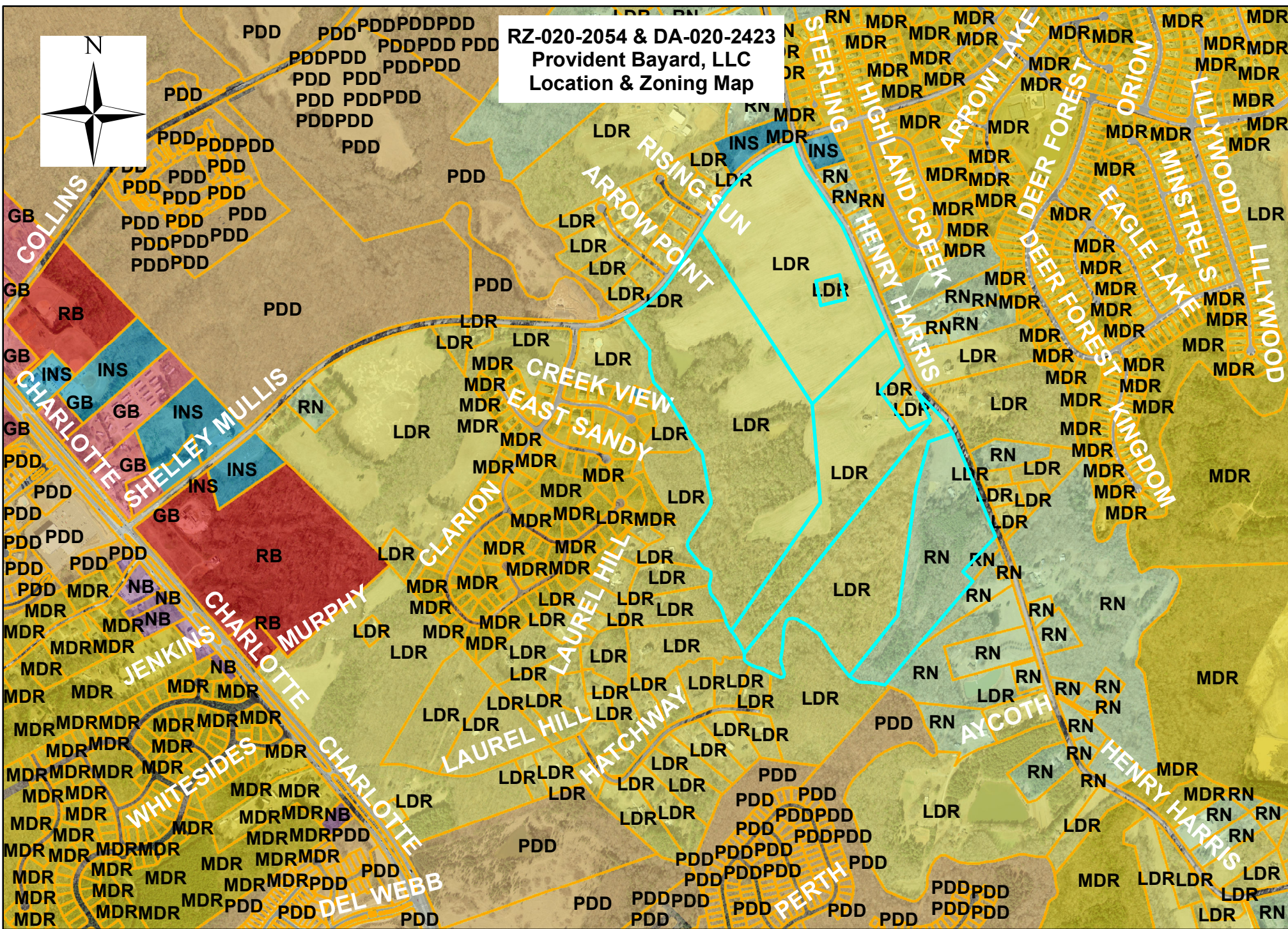
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. Planning Commission

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

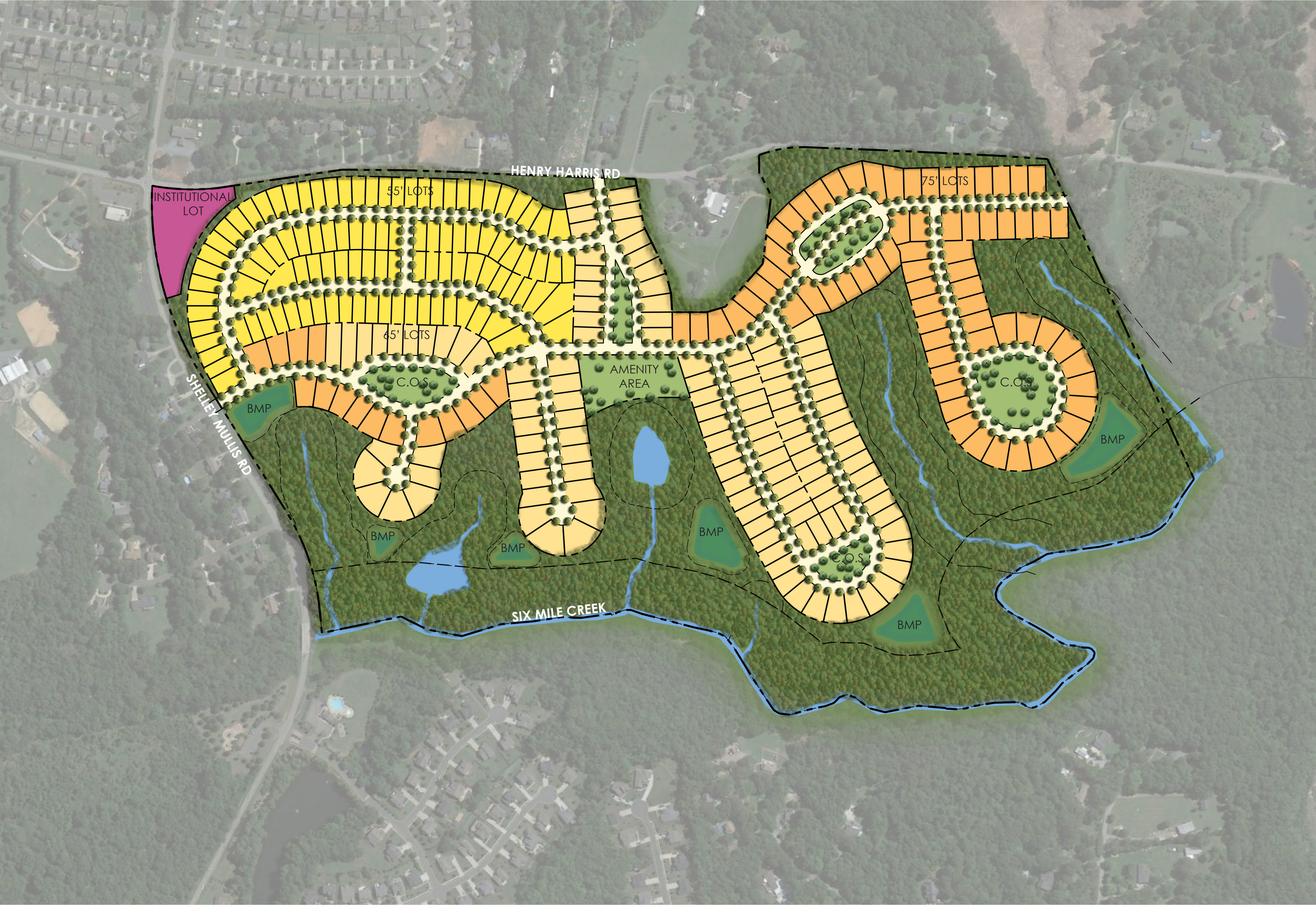
3. County Council

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



RZ-020-2054 & DA-020-2423
Provident Bayard, LLC
Location & Zoning Map

A horizontal scale bar with major tick marks at 0, 800, 1,600, and 3,200 feet. A vertical line marks the position of 1,370 feet, which is between the 800 and 1,600 marks.



DEVELOPMENT SUMMARY

SITE AREA:	±170.32 ACRES
PROPOSED ZONING:	MDR CLUSTER/ INSTITUTIONAL
INSTITUTIONAL AREA:	2.04 AC
REQUIRED OPEN SPACE:	42.58 AC
PROPOSED OPEN SPACE:	59.49 AC
PROPOSED DENSITY:	1.83 DU/A
TOTAL LOTS:	312
55'X130':	104 (33%)
65'X130':	103 (33%)
75'X130':	105 (34%)

WILSON CREEK

CONCEPTUAL SITE PLAN
LANCASTER COUNTY, SOUTH CAROLINA
NOVEMBER 5, 2020

THIS PLAN IS SCHEMATIC IN NATURE. LOCATIONS OF ROADS, LOTS, AND ALL OTHER AREAS INCLUDING OFF-SITE ROAD IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

**Wilson Creek – Lancaster County
Community Involvement Meeting
Thursday, October 15, 2020
6:00 PM
Deputy Roy Hardin Park
8341 Shelley Mullis Rd, Fort Mill, SC 29707**

In attendance:

Tom Waters – Provident Bayard, LLC
Kristin Dillard – Provident Bayard, LLC
Ken Holbrooks – Provident Bayard, LLC
Tim Coey – Provident Bayard, LLC
Jacob Bachman – Cole Jenest & Stone
Ty Parham – Ramey Kemp Assoc.

Planning Commission Attendees:

- Katie See

The meeting was called to order at 6:00 pm by Ken Holbrooks.

Ken Holbrooks introduced everyone from Provident Bayard, as well as Ty Parham of Ramey Kemp and Jacob Bachman of Cole Jenest & Stone and explained that our team has been developing quality communities for decades in the Charlotte and surrounding areas, including Lancaster County. Ken provided an overview of Wilson Creek and described the basic elements of the community which will include approximately 308 lots on over 170 acres. He also mentioned that the community will have over 61 acres of open space which is more than the required amount. Ken said that he would answer any general questions and explained that our team members would be available at three stations immediately afterwards to discuss any concerns or questions not addressed, including traffic impacts and technical questions.

Several residents expressed concerns about traffic impacts along Shelley Mullis Rd. Ken responded that we would do our best to mitigate those issues through the findings in our traffic impact analysis, as well as input from SCDOT and Lancaster County. This includes any roadway improvements that may be required. Ken went on to say that we have spent a lot of time and effort on various studies, including wetlands analysis, traffic impact studies, and have been working with planning staff for over six months at this point. All of which is taken into account during our development and plan process.

One resident asked if a roundabout could be a solution. Ken answered that we are exploring all options and like the idea of a roundabout; however, it did not appear to be a viable solution, as it would take land from several properties, but said we would revisit this with our traffic engineers, SCDOT and Lancaster County.

One resident asked about lot sizes, price ranges, and builder products. Ken explained that there will be a mix of 55', 65', and 75' lots so the prices and products will vary. The home prices will be consistent with the area & market. He went on to say that since the first home will not be built for two years it is impossible to give detailed specifics on the products; however, there will be no vinyl siding offered.

With no further general questions, everyone broke out into smaller groups to meet with the Provident Bayard team members to continue discussing Wilson Creek.

During the breakout sessions, several residents expressed concern over any commercial component that would add congestion to Henry Harris Rd or that intersection.

One resident expressed concern about the lots along Henry Harris Road and felt that they would be too close to the road for adequate berming/landscaping. Ken said we would look at widening the buffer to enhance plantings in this area for benefit for neighbors across the street.

Several residents expressed concern over existing storm drainage concerns, seemingly originating with roadway runoff from Shelley Mullis and/or Henry Harris. The development team explained that this project will comply with by Lancaster County stormwater ordinance as well as SCDHEC requirements for sediment and erosion control as well as post construction stormwater controls.

Several residents complimented the plan, the variety of homes being offered, and the lower density including the pocket parks and the amenity area. Many of them said that they were thankful for the communication and appreciated us inviting them to a non-required informational meeting to get feedback on a new Lancaster community.

The meeting was adjourned at 7:15 pm.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1702 / Planning Case Number: RZ-020-2569

Contact Person / Sponsor: Katie See/Senior Planner

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The property is located at the southwest intersection of Henry Harris Road and Shelley Mullis Road and are surrounded predominantly by other RN, LDR, and MDR zoned properties.

This project is a companion case to rezoning request RZ-020-2054 and Development Agreement DA-020-2054.

Points to Consider:

The applicant, Provident Bayard, LLC, is proposing to rezone this parcel and make it available to the County for use as a public facility. This arrangement, if accepted by the County Council, will be formalized within the associated Development Agreement (DA) between the applicant and Lancaster County.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the request to rezone.

Recommendation:

The Planning Department recommended **Approval** of the rezoning.

At the November 17, 2020 Planning Commission meeting, the Commission voted 6-1 to recommend **Approval**.

The Planning Commission discussed the TIA required as part of the companion Development Agreement case including the intersections studied and the impact that the development will have on the existing traffic conditions. One Commissioner expressed concern with the distance of the homes to the Indian Land Fire District, which is listed as the service provider.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1702	2/1/2021	Ordinance
Staff Report	11/10/2020	Planning Staff Report
Ex 1: Application	11/10/2020	Exhibit
Ex 2: Zoning Map	11/10/2020	Exhibit
Ex 3: Concept Plan	11/10/2020	Exhibit
Ex 4: Community Meeting Notes	11/10/2020	Exhibit
Property Survey for Exhibit Purpose	2/1/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1702

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.04 ACRE TRACT OF PROPERTY (A PORTION OF TMS# 0013-00-055.06), OWNED BY WILSON ACRES, LLC, AND LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Provident Bayard, LLC, applied to rezone a 2.04 acre, more or less, parcel of property located at the Southwest intersection of Henry Harris Road and Shelley Mullis Road, Lancaster, South Carolina (a portion of TMS # 0013-00-055-06) from LDR, Low Density Residential District, to INS, Institutional District.

(b) On November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”*

The requested INS district is consistent with the Neighborhood Mixed-Use Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to INS, Institutional District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-055.06 (a 2.04 acre, more or less, portion thereof)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 168.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District and approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)
PROPERTY LOCATION:	Southwest intersection of Henry Harris Road and Shelley Mullis Road
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) and Low Density Residential (LDR) Districts
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District (RZ-020-2054) Institutional (INS) District (RZ-020-2569)
APPLICANT:	Provident Bayard, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a total of approximately 170.32 acres. The rezoning request consists of two applications, RZ-020-2054 and RZ-020-2569. They are summarized below:

- 1) RZ-020-2054: Request to rezone approximately 168.28 acres consisting of five parcels as well as approximately 36.58 acres of TM # 0013-00-055.06 from Rural Neighborhood (RN) and Low Density Residential (LDR) Districts to Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision.
- 2) RZ-020-2569: Request to rezone approximately 2.04 acres of TM# 0013-00-055.06 from Low Density Residential (LDR) District to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses. This would be determined by Lancaster County in the future.

The applicant will be developing the property under the Cluster Subdivision Overlay District provisions within the MDR District upon rezoning, which requires a Development Agreement (DA) between the applicant and Lancaster County. Therefore, the companion DA case (DA-020-2054) has also been submitted for review.

Site Information

The parcels to be rezoned are currently used for agricultural purposes. The applicant has submitted a request to rezone:

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by other RN, LDR, and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; INS	Single-Family Residential; Church
South	Lancaster County	RN; LDR	Vacant
East	Lancaster County	RN; LDR; INS	Single-Family Residential; Daycare
West	Lancaster County	LDR	Vacant (Shelly Woods HOA)

ANALYSIS & FINDINGS:**Zoning Districts**

As previously noted, the subject properties are currently zoned RN and LDR Districts. Pursuant to UDO Chapter 2.3, the RN District *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

RZ-020-2054: Request to Rezone from RN and LDR to MDR

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

RZ-020-2569: Request to Rezone from LDR to INS

The INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the RN and LDR Districts. The MDR District is intended to serve as a transitional zoning district between rural and urban development, while the INS District is intended to allow for academic and religious campuses, governmental and health facilities. Currently, this area can be characterized by single-family homes on lots of varying sizes, and also within neighborhoods. Staff finds that the proposed rezoning of the property

to MDR and INS Districts is generally compatible with the surrounding area and consistent with UDO Section 2.3.

COMMUNITY MEETING

A community meeting was held by the applicant on October 15, 2020 at the Deputy Roy Harden Park near the proposed project site (*see attached Community Meeting notes*). Approximately 50 people attended the meeting to learn about the project and ask questions of the applicant. A significant number of attendees expressed concern about the existing traffic and the negative impact the development could have on Shelley Mullis and Henry Harris Roads. Some residents raised concerns about existing stormwater runoff and one urged the installation of a landscaped berm along the road.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *“is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.”* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

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

The requested MDR and INS districts are consistent with the Neighborhood Mixed-Use Future Land Use category.

Neighborhood Mixed Use: Land Use Considerations		
Mobile/Modular Homes	Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)
Church	School	Community Park
Community Center/Pool & Recreational Amenities	Natural Area	

INFRASTRUCTURE CONSIDERATIONS**Transportation**

A Traffic Impact Analysis (TIA) is required to be submitted as part of the companion Development Agreement associated with this rezoning request. A TIA progress report was submitted to staff on November 9, 2020. It does not include recommendations for the surrounding road improvements. The TIA will be reviewed and approved by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

The subject parcels are located at the southwestern intersection of Shelley Mullis and Henry Harris Roads. Shelley Mullis is maintained by the SCDOT, while the portion of Henry Harris Road from Shelley Mullis Road to Jim Wilson Road is maintained by Lancaster County.

Traffic volumes on Shelley Mullis Road are shown below:

Street	Vehicles Per Day		
	2019	2016	2013
Shelley Mullis Road	5,300	5,500	4,800
Henry Harris Road	No Data Available		
Source: SCDOT Traffic Counts 2009-2019			

Public Utilities

Water and sewer infrastructure are available to this site via offsite and onsite extensions. The sewer infrastructure would initially be extended from the site to the Shelly Woods sewer lift station and subsequent phases will require the sewer to be extended from the Shelly Woods sewer lift station back to an onsite sewer lift station. The sewer forcemain from the onsite sewer lift station would then be installed either under Six Mile Creek to Hatchway Drive, onto US Highway 521, or back through the site to Shelley Mullis Road, towards US Highway 521.

LCWSD has water infrastructure currently available along Shelley Mullis Road and Henry Harris Road. However, a larger waterline must be constructed along Henry Harris Road to serve the site.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

PHOTOS OF PROJECT AREA:



*Looking directly at properties from intersection of
Shelley Mullis & Henry Harris Roads*



*Looking north across Shelley Mullis Road from subject
properties*



*Looking east across Henry Harris Road from subject
properties*



Intersection of Shelley Mullis & Henry Harris Roads



Looking west along Shelley Mullis Road



Looking south along Henry Harris Road

STAFF RECOMMENDATION:

Two separate motions will need to be made for each rezoning application.

Staff recommends **approval** of the two requests to rezone.

1. RZ-020-2054: Approximately 168.28 acres of property from Rural Neighborhood (RN) and Low Density Residential (LDR) District to Medium Density Residential (MDR) District
2. RZ-020-2569: Approximately 2.04 acres of property from Rural Neighborhood (RN) to Institutional (INS) District

Pursuant to the following findings of fact for RZ-020-2054 and RZ-020-2569:

1. That the subject project consists of the following parcels: TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05;
 2. That the subject properties are currently zoned RN and LDR District and proposed to be rezoned MDR District and INS Districts;
 3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Suburban Single-Family Neighborhood; and
 4. That the proposed MDR and INS Districts are generally consistent with the surrounding area which is comprised of LDR and MDR Districts.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

Katie See, AICP, Senior Planner

ksee@lancastersc.net | 803-416-9395



Planning Department

Box 1809, 101 N. Main Street, Lancaster, SC 29721 Phone:
285.6005, planning@lanastercountysc.net
www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 8403, 8309, 8249 Henry Harris Rd, and other connected parcels without address

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06,

0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02, 0013-00-055.05

Current Zoning LDR and RN Current Use Vacant/Residential

Proposed Zoning MDR (Cluster Overlay) Total Acres ±170.32 Acres

Project Description ±308 units of single family development, including corresponding roads, sidewalks, amenity, and open space, proposed at the intersection of Henry Harris and Shelley Mullis Roads. The area is along the Carolina Thread Trail Overlay and includes part of Six Mile Creek, placing it within the Carolina Heelsplitter Overlay.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

Property Owner Leonard O. Wilson Zaida D. Wilson

Name Leonard O. & Zaida D. Wilson The Wilson Family Trust

Address 1367 Hampstead Terrace

City Oviedo State FL Zip 32765 Phone 407-353-0878

Email zekewilson@outlook.com

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

Applicant _____

Date _____

Leonard O. Wilson Jaeda S. Wilson

9/3/2020

Property Owner(s) *The Wilson Family Trust*

Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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

2. Planning Commission

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

3. County Council

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

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____
Property Owner Name _____
Address _____ City _____ State _____
Zip _____ Phone _____ Fax _____ Email _____
ADELE WEIR
2035 Marching Duck Ave City CHARLOTTE N.C.
28210 704 584 3061 rweir605@gmail.com

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

Applicant _____ Date _____
ADELE WEIR September 3, 2020

Property Owner(s) _____ Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received _____
Receipt Number _____ Amount Paid _____
Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____ Property Owner Name _____
Address 8249 Henry Harris Row City Indian Land State S.C.
Zip 29707 Phone 704-619-0969 Fax _____ Email melissa.mccoroe@yahoo.com
813-230-2719

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

Applicant _____ Date 9/5/2020
Property Owner(s) _____ Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received _____
Receipt Number _____ Amount Paid _____
Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third

CONTACT INFORMATION

Applicant Name _____ City _____ State _____
Address _____
Zip _____ Phone _____ Fax _____
Email _____ Property Owner Name _____
Address _____ City _____ State _____
Zip _____ Phone _____ Fax _____ Email _____
28031 704-301-0555 SUE WEIR 268@aol.com
WILSON ACRES, LLC - SUSAN WEIR, MD, PhD
N.C.

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

Applicant _____ Date 9/3/2020
Susan Weir

Property Owner(s) _____ Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date _____ Received _____
Receipt Number _____ Amount Paid _____
Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercountysc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address Henry Harris and Shelley Mullis Road

City Fort Mill State SC Zip 29715 Tax Parcel ID 0013-00-055.06

Current Zoning LDR Current Use Vacant/Residential

Proposed Zoning Institutional Total Acres ±2.04

Project Description Institutional use for ±2.04 Acre parcel at the intersection of Shelley Mullis and Henry Harris Roads.

Surrounding Property Description Nearby zonings are LDR, INS, MDR, RN, and PDD.

CONTACT INFORMATION

Applicant Name Provident Bayard, LLC / Timothy F. Coey, mba

Address 1108 INDUSTRIAL DR

City MATTHEWS State NC Zip 28105 Phone 704-618-1926

Fax _____ Email tim@bayarddevelopment.com

Property Owner Name Wilson Acres, LLC / Susan Wild, mba

Address 19429 Hidden Cove Lane

City Cotuit State NC Zip 28105 Phone 704-301-0555

Fax _____ Email _____

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

J. B. Beg 1 man

Applicant

10-29-20

Date

x [Signature] Win

Property Owner(s)

10-29-20

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

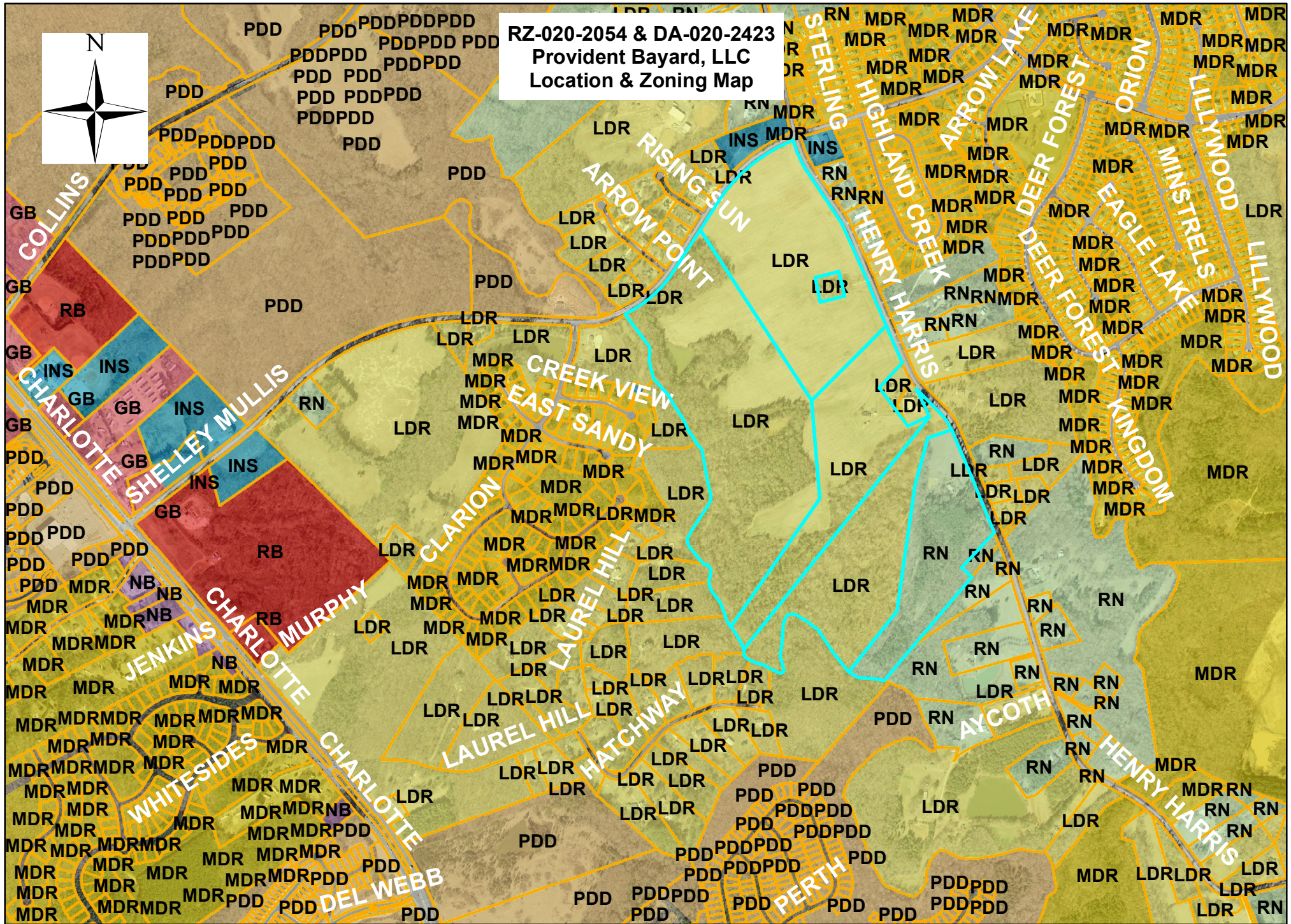
- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes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

3. County Council

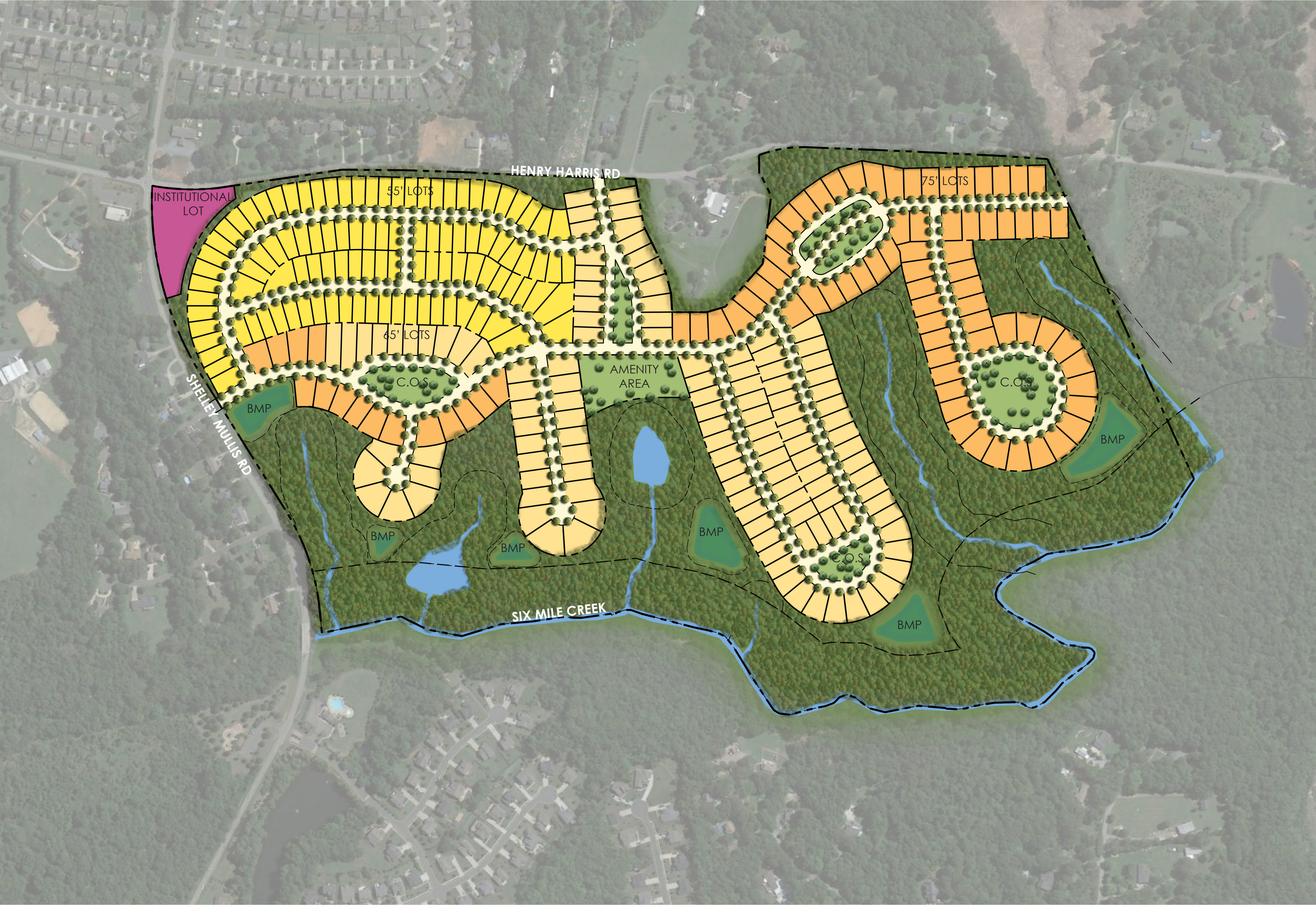
- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would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



RZ-020-2054 & DA-020-2423
Provident Bayard, LLC
Location & Zoning Map



0 800 1,600 3,200
158 Feet



DEVELOPMENT SUMMARY

SITE AREA:	±170.32 ACRES
PROPOSED ZONING:	MDR CLUSTER/ INSTITUTIONAL
INSTITUTIONAL AREA:	2.04 AC
REQUIRED OPEN SPACE:	42.58 AC
PROPOSED OPEN SPACE:	59.49 AC
PROPOSED DENSITY:	1.83 DU/A
TOTAL LOTS:	312
55'X130':	104 (33%)
65'X130':	103 (33%)
75'X130':	105 (34%)

**Wilson Creek – Lancaster County
Community Involvement Meeting
Thursday, October 15, 2020
6:00 PM
Deputy Roy Hardin Park
8341 Shelley Mullis Rd, Fort Mill, SC 29707**

In attendance:

Tom Waters – Provident Bayard, LLC
Kristin Dillard – Provident Bayard, LLC
Ken Holbrooks – Provident Bayard, LLC
Tim Coey – Provident Bayard, LLC
Jacob Bachman – Cole Jenest & Stone
Ty Parham – Ramey Kemp Assoc.

Planning Commission Attendees:

- Katie See

The meeting was called to order at 6:00 pm by Ken Holbrooks.

Ken Holbrooks introduced everyone from Provident Bayard, as well as Ty Parham of Ramey Kemp and Jacob Bachman of Cole Jenest & Stone and explained that our team has been developing quality communities for decades in the Charlotte and surrounding areas, including Lancaster County. Ken provided an overview of Wilson Creek and described the basic elements of the community which will include approximately 308 lots on over 170 acres. He also mentioned that the community will have over 61 acres of open space which is more than the required amount. Ken said that he would answer any general questions and explained that our team members would be available at three stations immediately afterwards to discuss any concerns or questions not addressed, including traffic impacts and technical questions.

Several residents expressed concerns about traffic impacts along Shelley Mullis Rd. Ken responded that we would do our best to mitigate those issues through the findings in our traffic impact analysis, as well as input from SCDOT and Lancaster County. This includes any roadway improvements that may be required. Ken went on to say that we have spent a lot of time and effort on various studies, including wetlands analysis, traffic impact studies, and have been working with planning staff for over six months at this point. All of which is taken into account during our development and plan process.

One resident asked if a roundabout could be a solution. Ken answered that we are exploring all options and like the idea of a roundabout; however, it did not appear to be a viable solution, as it would take land from several properties, but said we would revisit this with our traffic engineers, SCDOT and Lancaster County.

One resident asked about lot sizes, price ranges, and builder products. Ken explained that there will be a mix of 55', 65', and 75' lots so the prices and products will vary. The home prices will be consistent with the area & market. He went on to say that since the first home will not be built for two years it is impossible to give detailed specifics on the products; however, there will be no vinyl siding offered.

With no further general questions, everyone broke out into smaller groups to meet with the Provident Bayard team members to continue discussing Wilson Creek.

During the breakout sessions, several residents expressed concern over any commercial component that would add congestion to Henry Harris Rd or that intersection.

One resident expressed concern about the lots along Henry Harris Road and felt that they would be too close to the road for adequate berming/landscaping. Ken said we would look at widening the buffer to enhance plantings in this area for benefit for neighbors across the street.

Several residents expressed concern over existing storm drainage concerns, seemingly originating with roadway runoff from Shelley Mullis and/or Henry Harris. The development team explained that this project will comply with by Lancaster County stormwater ordinance as well as SCDHEC requirements for sediment and erosion control as well as post construction stormwater controls.

Several residents complimented the plan, the variety of homes being offered, and the lower density including the pocket parks and the amenity area. Many of them said that they were thankful for the communication and appreciated us inviting them to a non-required informational meeting to get feedback on a new Lancaster community.

The meeting was adjourned at 7:15 pm.

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S20°08'50"E	83.38
L2	S22°41'10"E	315.42
L3	S22°41'10"E	43.36
L4	S22°41'10"E	15.96
L5	N67°03'34"E	191.79
L6	N67°03'34"E	8.29
L7	S44°35'53"E	179.09
L8	N65°05'17"W	78.38
L9	N63°19'19"W	124.53
L10	N85°36'08"W	35.98
L11	N85°36'08"W	31.38
L12	S89°31'00"W	14.66
L13	N59°42'30"W	64.48
L14	N37°59'03"W	95.08
L15	N40°55'07"W	102.02
L16	N33°43'58"W	134.92
L17	N31°47'08"W	104.88
L18	N51°09'04"W	121.03
L19	N57°29'09"W	101.88
L20	S89°13'42"W	80.69
L21	S34°01'21"W	34.74
L22	S12°19'56"W	111.33
L23	S04°15'56"W	91.72
L24	S07°18'17"W	102.17
L25	S15°21'52"E	83.59
L26	S00°08'59"E	27.30
L27	S11°27'25"W	25.37
L28	S88°48'18"W	63.26
L29	N58°24'32"W	82.16
L30	N71°01'02"W	121.35
L31	N54°14'16"W	72.72
L32	N09°31'02"W	20.40
L33	N14°34'18"E	30.06
L34	N30°17'15"W	30.89
L35	N30°17'15"W	131.83
L36	N34°47'47"W	86.65
L37	N23°46'48"W	42.90
L38	N23°46'48"W	96.57
L39	N31°18'40"W	70.67
L40	N35°15'22"W	83.84
L41	N05°15'56"W	128.12
L42	N12°14'34"W	106.42
L43	N51°34'26"W	95.28
L44	N39°12'55"W	98.95
L45	N36°01'34"W	42.15
L46	N34°31'58"W	46.35
L47	N16°20'52"E	55.80
L48	N37°18'22"E	93.99
L49	N22°55'31"E	77.92
L50	N33°45'43"E	141.65
L51	N22°04'28"E	79.79
L52	N17°35'20"W	34.11
L53	N45°17'43"W	34.90
L54	N09°20'23"W	142.60
L55	N04°42'42"E	49.49
L56	N17°48'17"W	44.89
L57	N41°57'45"W	32.05
L58	N27°57'39"W	94.22
L59	N35°49'01"W	101.47
L60	N29°03'29"W	105.85
L61	N30°20'28"W	108.53
L62	N42°28'50"W	100.55
L63	N34°58'10"W	99.50
L64	N16°51'27"W	71.64
L65	N03°49'18"W	103.49
L66	N17°43'29"W	138.29
L67	N43°22'00"W	80.99
L68	N30°17'03"W	103.86
L69	N40°12'09"W	71.07
L70	N59°29'28"E	21.16
L71	N31°59'48"W	15.94
L72	N48°56'24"W	26.06
L73	N32°48'12"E	159.82
L74	N22°48'24"W	208.67
L75	N67°11'06"E	208.87
L76	S22°43'20"E	208.63
L77	S67°10'23"W	208.68

CURVE TABLE				
LABEL	RADIUS	ARC CHORD	CHORD BEARING	DELTA
C1	1083.00	288.47	267.79	S27°14'56"E
C2	867.00	169.15	168.88	S28°45'42"E
C3	733.00	123.24	123.10	S39°46'53"E
C4	717.00	135.51	135.11	S36°19'49"E
C5	717.00	96.70	96.63	S26°58'49"E
C6	960.83	73.47	73.45	N61°40'54"E
C7	1036.76	26.91	26.91	N58°44'51"E
C8	1020.81	301.88	300.79	N49°31'55"E
C9	994.76	142.41	142.29	N36°57'31"E
C10	1399.63	842.84	830.16	N50°02'45"E
C11	733.00	137.99	137.78	S28°04'45"E
C12	733.00	18.09	18.09	S41°3'06"E
C13	717.00	35.81	35.80	S43°10'03"E
C14	717.00	35.81	35.80	S43°10'03"E

LINE TABLE		
LABEL	BEARING	DISTANCE
L78	S54°37'41"W	220.66
L79	S38°33'35"W	139.55
L80	S40°51'40"W	77.84
L81	S50°40'37"W	85.60
L82	S61°00'26"W	81.58
L83	S25°14'34"E	145.08
L84	S41°44'55"E	43.24
L85	S30°56'41"E	61.00
L86	S33°23'06"E	60.68
L87	S69°38'10"E	139.92
L88	N70°49'54"E	299.58
L89	N70°49'54"E	71.06
L90	N44°44'22"E	184.53
L91	N38°37'45"E	135.58

OWNER ADDRESS:
KB HOME CHARLOTTE, INC.
4506 SOUTH MIAMI BLVD, STE 100
DURHAM, NC 27703
(704) 400-4536

REFERENCES

1. SCDOT PROJECT No. 29.273
2. SCDOT PROJECT No. 29.615
3. MB 4699
4. MB 8472
5. MB 2003 PG 9
6. DB 880 PG 237
7. MB 2011 PG 85
8. DB 602 PG 304
9. MB 2007 PG 944
10. DB 1186 PG 156
11. MB 98 PG 788
12. DB 1273 PG 100
13. MB 15038
14. DB 1266 PG 116
15. DB 649 PG 111
16. DB 602 PG 99
17. MB 12588
18. MB 2006 PG 403
19. MB 2000 PG 186
20. MB 1084

LEGEND

- RBF ● IRON REBAR FOUND
- OTP ● OPEN TOP PIPE FOUND
- ▲ CALCULATED POINT
- x FENCE LINE
- POWER POLE
- OHP OVERHEAD POWER LINE
- PROPERTY LINE
- PROPERTY LINE TO BE ABANDONED
- ADJACENT PROPERTY LINE
- EASEMENT LINE AS NOTED

NOTES

1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X AND AE. FIRM MAP 45057C0079E, EFFECTIVE DATE 05, 16, 2017.
2. THESE PARCELS LIE IN LDR (LOW DENSITY RESIDENTIAL) AND RN (RURAL NEIGHBORHOOD). NO ZONING REPORT HAS BEEN PROVIDED.
3. PROPERTY IS SUBJECT TO ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.
4. ALL OBSERVED VISIBLE ENCROACHMENTS, BOUNDARY ISSUES, AND PROPERTY MATTERS ARE SHOWN ON THIS SURVEY TO THE BEST OF THE SURVEYOR'S KNOWLEDGE.
5. ALL PROPERTY CORNERS SET WITH 5/8" IRON REBAR UNLESS OTHERWISE NOTED.

TOTAL SITE AREA

7,641,543.73 Sq.Ft.

175.426 Ac.

TOTAL SITE AREA IN REZONE

7,454,209.07 Sq.Ft.

171.125 Ac.

A FINAL PLAT PREPARED FOR:
KB HOME CHARLOTTE, INC.

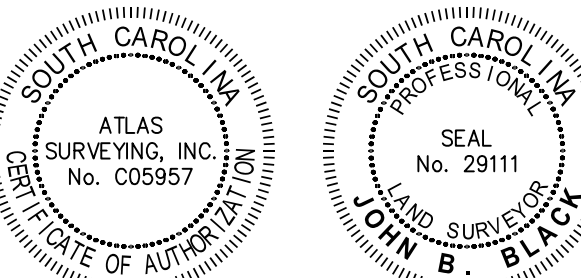
MINOR SUBDIVISION
OF 175.43 AC. AT WILSON CREEK
SHELLY MULLIS ROAD & HENRY HARRIS ROAD

THE VILLAGE OF INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA

FIELD WORK: CJC
FIELD CHECK: RMB
DRAWN BY: JMB
DATE: 10-16-2020
SCALE: 1"=200'
PROJECT NO.: CLT-20088
FILE: CLT-20088 ALTA DWG

ATLAS
SURVEYING, INC.

570 BROOKSHIRE ROAD, UNIT D
CREEK, SC 29631
(864) 915-3854
WEBSITE: WWW.ATLASSURVEYING.COM



CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

FOR REVIEW ONLY

JOHN B. BLACK
P.L.S. No. 29111



GRAPHIC SCALE

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1703 / Planning Case Number: DA-020-2054

Contact Person / Sponsor: Katie See/Senior Planner & John DuBose/ County Attorney

Department: Planning

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Request to approve a Development Agreement with the intention of developing the project Wilson Creek with the Cluster Subdivision Overlay District provisions associated with the MDR District.

The Applicant has requested to rezone a total of approximately 170.32 acres. See Staff Report for RZ-020-2054 and RZ-020-2569. Application RZ-020-2054 is a request to rezone approximately 168.28 Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone approximately 2.04 acres to Institutional (INS) District.

Points to Consider:

Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District.

Exhibit "A" to the proposed Ordinance is an updated working draft of the Development Agreement that contains proposed terms and conditions that developer has agreed to in principal. The terms of the proposed Development Agreement have not been finalized but have been the subject of good faith negotiations and diligent consideration among Developer and the I&R Committee.

Pursuant to input from County Council, a proposed amended Development Agreement is attached to the agenda package. The proposed amended Development Agreement includes a clause that provides for annual inflationary adjustment to any developer fees included in the agreement. The proposed amended Development Agreement also outlines the general framework of the proposed roundabout traffic at Shelly Mullis and Henry Harris and provides that the roundabout will be in lieu of other traffic improvement identified in the traffic impact analysis. The proposed amended Development Agreement does not address school fees.

The input of County Council is sought to develop and finalize the terms of the proposed Development Agreement.

Funding and Liability Factors:

Dedication and fees to be potentially discussed in conjunction with this project may include (to be identified in the Development Agreement):

1. Payment of fees to the Lancaster County School District
2. Payment of funds for Public Safety
3. Legal Review
4. Dedication of real property to the County for public facilities

All fees shall be agreed to by Lancaster County and the Applicant.

Council Options:

The Applicant met with the I&R Committee on December 14, 2020 and again on January 26, 2021 to discuss the proposed project and the proposed Development Agreement.

Recommendation:

At the Planning Commission meeting on November 17, 2020, the Commission voted 6-1 to recommend approval of the

Development Agreement.

Staff recommends approval of this Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1703	2/1/2021	Ordinance
Exhibit A to Ordinance 2021-1703	2/2/2021	Exhibit
Proposed Amended Development Agreement for adoption on 2nd Reading	2/18/2021	Exhibit
Wilson Creek Staff Report for County Council	2/4/2021	Planning Staff Report
Wilson Creek Updated Sketch Plan	2/4/2021	Backup Material
Wilson Creek SCDOT Comments regarding the Traffic Impact Analysis (TIA)	2/4/2021	Backup Material
Wilson Creek Traffic Impact Analysis (TIA)	2/4/2021	Backup Material
Wilson Creek Traffic Impact Analysis Review Technical Report	2/4/2021	Backup Material
Staff Report for Planning Commission	11/10/2020	Planning Staff Report

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1703

COUNTY OF LANCASTER

(

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT FOR THE WILSON CREEK DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST INTERSECTION OF HENRY HARRIS ROAD AND SHELLEY MULLIS ROAD, LANCASTER, SOUTH CAROLINA, ESTABLISHING THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) Provident Bayard, LLC, has applied to rezone a total of approximately 170.32 acres for its development project, Wilson Creek. The intent is to build an approximately 312 lot single-family residential subdivision utilizing the Cluster Subdivision Overlay District associated with the Medium Density Residential (MDR) District.
- (b) Section 9.2.18 of the Unified Development Ordinance (UDO) requires a Development Agreement when a developer seeks to utilize the Cluster Subdivision Overlay District in the MDR District.
- (c) Proposed Ordinance 2021-1701 would rezone approximately 168.28 acres as Medium Density Residential (MDR) District. Proposed Ordinance 2021-1702 would rezone approximately 2.04 acres to Institutional District (INS), in order to donate that real property to Lancaster County for a public safety facility pursuant to the proposed Development Agreement for the Wilson Creek Project.
- (d) The Development Agreement attached hereto and incorporated herein as **Exhibit “A”** is authorized by the South Carolina Local Government Development Agreement Act (the “Act”), S.C. Code Ann. § 6-1-30 *et. seq.* and satisfies the terms and conditions of the Act.
- (e) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.
- (f) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds and real property for the provision of public facilities and services described and identified in the Development Agreement.

- (g) On November 17, 2020, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a 6-1 vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit “A”** is approved by the Council of Lancaster County.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 8, 2021

Approved as to form:

John DuBose, County Attorney

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT

COUNTY OF LANCASTER)

RECITALS

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 [DATE OF THIRD READING APPROVAL] , 2021.

(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 Provident Bayard, LLC, a North Carolina corporation, 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) “Laws and Land Development Regulations” means the County’s current applicable rules and regulations governing development of real property in force and effect as of

the Agreement Date, including the UDO as amended through the Agreement Date, as set forth on Exhibit “ ” hereto.

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

(9) “Ordinance No. 2021-1701” means Ordinance No. 2021-1701 of the County, zoning the Property **Medium Density Residential (MDR)** District, a copy of which is attached hereto as Exhibit “ ”.

(10) “Ordinance No. 2021-1702” means Ordinance No. 2021-1702 of the County, zoning the Public Facility Site portion of the Property Institutional (INS) District, a copy of which is attached hereto as Exhibit “ ”.

(10) “Ordinance No. 2021-1703” means Ordinance No. 2021-1703 of the County approving this Agreement, a copy of which is attached hereto as Exhibit “ ”.

(11) “Parties” means County and Developer.

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

(13) “UDO” means Ordinance No. 309, as amended to be the most current adopted version on file with County.

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

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

Section 1.04. Property. This Agreement applies to six parcels of land identified as Tax Map Nos 0013-00-055.02, 0013-00-055.05, 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, and 0013-00-056.01 and is reflected in **Exhibit A-1 (legal descriptions) and A-2 (plats)** attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned Low Density Residential (LDR) and is anticipated to be rezoned **Medium Density Residential (MDR)** pursuant to Ordinance No. 2021-1701 with a portion rezoned Institutional District (INS) pursuant to Ordinance 2021-1702.

Section 1.06. Development Program.

(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 standards contained in the most current version of the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO that is effective as of the Agreement Date of this Agreement and this Agreement, the terms of the UDO control. The Development Program is set forth in Exhibit “”.

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property 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.

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 C contains the required information or identifies where the information may be found in this Agreement. Exhibit C is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with the County's comprehensive plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1703 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-1703 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal 162 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-1701 and Ordinance 2021-1702, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as 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) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

Subject to the provisions of S.C. Code § 6-31-140, the County shall not apply subsequently adopted laws or regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent laws or regulations are not in conflict with the Current Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, fire, and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, 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) Preliminary plan approval
- (2) Civil Plan approval;
- (3) Final plat approval;
- (4) Zoning permits;

- (5) Building permits; and
- (6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. 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.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article.

The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are

now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Payment for School District.

Developer will pay Lancaster County _____ Thousand Dollars (\$____,000.00) per planned housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made in a lump sum payment of _____ Hundred _____ Thousand and ____/100 Dollars (\$____,____.____) and shall be paid on or before June 1, 2022.

Section 4.01B. Funds for Public Safety.

Developer agrees to pay Lancaster County Two Thousand One Hundred Eighty (\$2,180.00) per anticipated housing unit which equals a lump sum of _____ Hundred _____ Thousand _____ Hundred _____ and no/100 Dollars (\$____,____.00) at the earlier of either June 1, 2022 or the closing on the sale of any of the parcel of real property that are subject to this agreement (the “Public Safety Payment”). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council. As used in this section “Developer” means _____ and does not include its successors and assigns but does include any corporate entity related to _____ that is formed for the purpose of holding title to the Property.

Section 4.01C. Public Safety or Fire District.

Not Applicable. The Development will be located within an already established Fire District.

Section 4.01D. Public Safety Facility.

(A) Developer agrees to donate to County approximately _____ acres of land located _____, as further identified on Exhibit _____ (the “Public Safety Tract”), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will provide the Public Safety Tract in a partially improved condition as set forth herein:

(1) Grading- Developer will grade and stabilize the site in connection with its mass grading efforts for the development. The finish elevation will be on grade with Henry Harris Road and Shelly Mullis Road for ease of access for public safety equipment including, but not limited to, fire apparatus. If fill material is required, suitable soil must be used and compacted in a pad ready state. Once the grade is correct, it should be stabilized by grassing. The final contours of the site will have positive drainage and a seamless

integration with the new contours of the neighborhood. (No adjoining retaining walls, stockpiles, etc.)

(2) Stormwater- Developer will include the improvement and future impervious use at this site in the neighborhood's overall Best Management Practices (BMP) to eliminate the need for a detention basin on the site when the public facility is built. A stormwater manhole and easement will be provided so that County may route stormwater piping into the neighborhood's stormwater system in the future without disturbing off site properties.

(3) Water- Developer will provide onsite access to a water line that is at least 6" in diameter and any easement as may be necessary for County to access water infrastructure on Developer's property.

(4) Sanitary Sewer- Developer will make provision for a manhole at a lower elevation on the site such that County will not need a sewer pump for future connection from the site to the development's sanitary sewer system. Developer will grant a sewer easement to County so that County may tie into Developer's sanitary sewer system.

Developer shall provide the land to the County at no cost to the County. The conveyance of the Public Safety Tract to County shall occur the later of either __October 1, 2021__ or the date that is thirty (30) days following the date Developer has completed the water and sewer connections to the Public Safety Tract. Developer shall convey fee simple insurable title to the Public Safety Tract to the County by way of a special warranty deed, subject to all easements, restrictions, rights of way and other matters of record reflected on the title policy issued in favor of a Developer for the Property that includes the Public Safety Tract, and further, Developer may include a deed restriction on the use of the Public Safety Tract for public safety purposes only. As used herein, fee simple insurable title is title that may be insured by a South Carolina licensed title insurance underwriter at its regular rates and subject to its standard exceptions. Developer shall pay for the costs incurred to subdivide the Public Safety Tract from the Property, prepare the special warranty deed and to record the special warranty deed conveying the Public Safety Tract to the County. Prior to the conveyance of the Public Safety Tract, Developer agrees that County shall have reasonable access to the Public Safety Tract in order to inspect and conduct such non-invasive studies and geotechnical reports regarding the Public Safety Tract as County finds necessary. As set forth herein, Developer shall provide water and sewer connections to the Public Safety Tract prior to conveying the Public Safety Tract to County. As used in this section, "Developer" means **Provident Bayard, LLC**, a North **Carolina** limited liability corporation, and does not include its successors or assigns, but does include a **Provident Bayard, LLC** Related Entity that might hold title to the Property.

(B) Developer is donating the Public Safety Tract to the County for use as a site for the location of a facility to be used for public safety purposes, such as emergency medical, fire or law enforcement.

Section 4.02. Payment of Costs.

Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than June 1, 2021 for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads.(1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis

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

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

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(E) Fire Services. The Property is located in the Indian Land Fire Department service area and fire services will be provided by the Indian Land Fire Department, or its successor entities. Developer acknowledges that the Indian Land Fire Department provides services by the use of volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Provident Bayard, LLC
 Attn: Kenneth Holbrooks
 1108 Industrial Dr
 Matthews, NC 28105

With a Copy to: Richard Kline, Attorney
 215 S. Main St
 Davidson, NC 28036

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.

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time, Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

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

Section 5.04. Breach of Agreement.

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

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

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any

remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

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

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

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

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

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

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

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

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect

that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. 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 the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (6th) Judicial Circuit of the State of South Carolina.

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., **June 30, 2022**, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-1 and shown on Exhibit A-2. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Provident Bayard, LLC
a North Carolina corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

EXHIBIT A

We will produce a map with all 6 parcels and will list them by number.

Exhibit B

Development Schedule

<u>Years</u>	<u>Residential</u>
1	75 units
2	75 units
3	75 units
4	87 units
Total	312 units

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 312 residential units.

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Exhibit C

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, _____, a North Carolina for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06.

(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 B.*

(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 D.*

(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.*

Exhibit D
Laws and Land Development Regulations

1. Ordinance No. 2021-1701 zoning the Property Medium Density Residential (MDR) District.
2. Ordinance No. 2021-1702 zoning the Property Institutional (INS) District.
3. Ordinance No. 2021- 1703, approving this Development Agreement.
4. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
5. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
6. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
7. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) _____

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of DATE OF THIRD READING APPROVAL, 2021 (“Agreement Date”), by and among Provident Bayard, LLC, a North Carolina corporation (“Developer”), 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 175 acres, more or less, located in the County and known as Wilson Creek development and more fully described in Section 1.04 of this Agreement (“Property”) and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be developed under the **Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District**;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development;

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be zoned **Medium Density Residential (MDR)** 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 [DATE OF THIRD READING APPROVAL] , 2021.

(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 Provident Bayard, LLC, a North Carolina corporation, 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) “Laws and Land Development Regulations” means the County’s current applicable rules and regulations governing development of real property in force and effect as of

the Agreement Date, including the UDO as amended through the Agreement Date, as set forth on Exhibit “ ” hereto.

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

(9) “Ordinance No. 2021-1701” means Ordinance No. 2021-1701 of the County, zoning the Property **Medium Density Residential (MDR)** District, a copy of which is attached hereto as Exhibit “ ”.

(10) “Ordinance No. 2021-1702” means Ordinance No. 2021-1702 of the County, zoning the Public Facility Site portion of the Property Institutional (INS) District, a copy of which is attached hereto as Exhibit “ ”.

(10) “Ordinance No. 2021-1703” means Ordinance No. 2021-1703 of the County approving this Agreement, a copy of which is attached hereto as Exhibit “ ”.

(11) “Parties” means County and Developer.

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

(13) “UDO” means Ordinance No. 309, as amended to be the most current adopted version on file with County.

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

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

Section 1.04. Property. This Agreement applies to six parcels of land identified as Tax Map Nos 0013-00-055.02, 0013-00-055.05, 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, and 0013-00-056.01 and is reflected in Exhibit A-1 (legal descriptions) and A-2 (plats) attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned Low Density Residential (LDR) and is anticipated to be rezoned **Medium Density Residential (MDR)** pursuant to Ordinance No. 2021-1701, with a portion rezoned Institutional District (INS) pursuant to Ordinance 2021-1702.

Section 1.06. Development Program.

(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 standards contained in the most current version of the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO that is effective as of the Agreement Date of this Agreement and this Agreement, the terms of the UDO control. The Development Program is set forth in Exhibit “ ”.

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property 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.

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 C contains the required information or identifies where the information may be found in this Agreement. Exhibit C is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with the County's comprehensive plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1703 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-1703 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal 162 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-1701 and Ordinance 2021-1702, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as 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) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth in this Agreement.

Subject to the provisions of S.C. Code § 6-31-140, the County shall not apply subsequently adopted laws or regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent laws or regulations are not in conflict with the Current Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, fire, and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, 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) Preliminary plan approval
- (2) Civil Plan approval;
- (3) Final plat approval;
- (4) Zoning permits;

- (5) Building permits; and
- (6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. 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.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article.

The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are

now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Payment for School District.

Developer will pay Lancaster County _____ Dollars (\$ _____.) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01B. Funds for Public Safety.

Developer agrees to pay Lancaster County Two Thousand One Hundred Eighty (\$2,180.00) per anticipated housing unit which equals a lump sum of _____ Hundred _____ Thousand _____ Hundred _____ and no/100 Dollars (\$_____,_____.00) per housing unit and shall be paid when a building permit is issued (the “Public Safety Payment”). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01C. Public Safety or Fire District.

Not Applicable. The Development will be located within an already established Fire District.

Section 4.01D. Fee Schedule Annual Update.

The developer fees set forth in Section 4.01A, Section 4.01B, and Section 4.01C (collectively “Developer Fees”) shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering News-Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment becomes effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

Section 4.01E. Public Safety Facility.

(A) Developer agrees to donate to County approximately 2.0 acres of land located _____, as further identified on Exhibit _____ (the “Public Safety Tract”), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will provide the Public Safety Tract in a partially improved condition as set forth herein:

- (1) Grading- Developer will grade and stabilize the site in connection with its mass grading efforts for the development. The finish elevation will be on grade with Henry Harris Road and Shelly Mullis Road for ease of access for public safety equipment including, but not limited to, fire apparatus. If fill material is required, suitable soil must be used and compacted in a pad ready state. Once the grade is correct, it should be stabilized by grassing. The final contours of the site will have positive drainage and a seamless integration with the new contours of the neighborhood. (No adjoining retaining walls, stockpiles, etc.)
- (2) Stormwater- Developer will include the improvement and future impervious use at this site in the neighborhood's overall Best Management Practices (BMP) to eliminate the need for a detention basin on the site when the public facility is built. A stormwater manhole and easement will be provided so that County may route stormwater piping into the neighborhood's stormwater system in the future without disturbing off site properties.
- (3) Water- Developer will provide onsite access to a water line that is at least 6" in diameter and any easement as may be necessary for County to access water infrastructure on Developer's property.
- (4) Sanitary Sewer- Developer will make provision for a manhole at a lower elevation on the site such that County will not need a sewer pump for future connection from the site to the development's sanitary sewer system. Developer will grant a sewer easement to County so that County may tie into Developer's sanitary sewer system.

Developer shall provide the land to the County at no cost to the County. The conveyance of the Public Safety Tract to County shall occur the later of either __October 1, 2021__ or the date that is thirty (30) days following the date Developer has completed the water and sewer connections to the Public Safety Tract. Developer shall convey fee simple insurable title to the Public Safety Tract to the County by way of a special warranty deed, subject to all easements, restrictions, rights of way and other matters of record reflected on the title policy issued in favor of a Developer for the Property that includes the Public Safety Tract, and further, Developer may include a deed restriction on the use of the Public Safety Tract for public safety purposes only. As used herein, fee simple insurable title is title that may be insured by a South Carolina licensed title insurance underwriter at its regular rates and subject to its standard exceptions. Developer shall pay for the costs incurred to subdivide the Public Safety Tract from the Property, prepare the special warranty deed and to record the special warranty deed conveying the Public Safety Tract to the County. Prior to the conveyance of the Public Safety Tract, Developer agrees that County shall have reasonable access to the Public Safety Tract in order to inspect and conduct such non-invasive studies and geotechnical reports regarding the Public Safety Tract as County finds necessary. As set forth herein, Developer shall provide water and sewer connections to the Public Safety Tract prior to conveying the Public Safety Tract to County.

(B) Developer is donating the Public Safety Tract to the County for use as a site for the location of a facility to be used for public safety purposes, such as emergency medical, fire or law enforcement.

Section 4.02. Payment of Costs.

Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than June 1, 2021 for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads.(1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) Developer shall cause to be prepared a traffic impact analysis (TIA) conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the TIA, 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 TIA 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 TIA at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the TIA, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the TIA 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) Roundabout Traffic Improvement. County has requested that Developer install a roundabout road improvement ("Roundabout") at the intersection of Shelley Mullins and Henry Harris Road in substantial conformity to the drawing attached hereto and incorporated herein as Exhibit "___". Develop agrees, in principle, to install the Roundabout subject to Developer being relieved of certain delineated traffic improvements identified in the TIA. Lennar Corporation ("Lennar") has agreed in principle to provide funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection identified in the TIA for Lennar's Harris Mill Development. County has agreed in principle to contribute the developer fee that will be paid by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District. County further agrees to exercise its condemnation authority to acquire right of way for the Roundabout if Developer is incapable of acquiring right of way after exhaustion of reasonable efforts. County and Developer will cooperate in preparation of a separate written instrument establishing the agreement concerning the Roundabout (Roundabout Agreement) and the obligations and rights of County, Developer, Lennar, and potentially South Carolina Department of Transportation (SCDOT). Developer shall oversee and be responsible for all design and construction activity associated with the Roundabout and all costs associated with the Roundabout except as otherwise qualified herein or as set forth in the Roundabout Agreement. If the Roundabout Agreement proves impractical or lacks participation of parties that County deems necessary parties to the Roundabout Agreement, then the Developer shall construct the road improvements identified in the TIA. If the Roundabout Agreement is not finalized and executed by all necessary parties on or before June 7, 2021, or some later date by mutual consent and agreement of all necessary parties, the Developer shall construct the road improvements identified in the TIA.

(B) Potable Water, Sewage Treatment and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs

associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(E) Fire Services. The Property is located in the **Indian Land Fire Department** service area and fire services will be provided by the Indian Land Fire Department, or its successor entities. Developer acknowledges that the Indian Land Fire Department provides services by the use of volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Provident Bayard, LLC
Attn: Kenneth Holbrooks
1108 Industrial Dr
Matthews, NC 28105

With a Copy to: Richard Kline, Attorney
215 S. Main St
Davidson, NC 28036

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.

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time,

Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated

municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. 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 the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (6th) Judicial Circuit of the State of South Carolina.

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., **June 30, 2022**, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-1 and shown on Exhibit A-2. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Provident Bayard, LLC
a North Carolina corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council
Date: _____

By: _____
Billy Mosteller, Secretary, County Council
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2021

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

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 _____, 2021.

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

EXHIBIT A

We will produce a map with all 6 parcels and will list them by number.

Exhibit B

Development Schedule

<u>Years</u>	<u>Residential</u>
1	75 units
2	75 units
3	75 units
4	87 units
Total	312 units

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 312 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit C 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, _____, a North Carolina for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed 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.

(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 B.*

(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 D.*

(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.*

Exhibit D
Laws and Land Development Regulations

1. Ordinance No. 2021-1701 zoning the Property Medium Density Residential (MDR) District.
2. Ordinance No. 2021-1702 zoning the Property Institutional (INS) District.
3. Ordinance No. 2021- 1703, approving this Development Agreement.
4. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
5. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
6. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
7. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ROPOSAL: Request to rezone: 1) Approximately 18.28 acres of property (TM# 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 and 0013-00-055.05) to Medium Density Residential (MDR) District under the Cluster Subdivision Overlay District provisions for the MDR District, and 2) Approximately 2.04 acres of property (TM# 0013-00-055.06) to Institutional (INS)

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Provident Bayard, LLC has requested to rezone a total of 171.13 acres. Application RZ-020-2054 is a request to rezone 169.07 Medium Density Residential (MDR) District. The intent is to build an approximately 325 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone 2.06 acres to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses.

The applicant intends on developing the property with the Cluster Subdivision Overlay District provisions associated with the MDR District. Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District. *See attached Draft Development Agreement.* The DA will also include the land requested to be zoned INS District. The applicant submitted the required DA enclosed with this memo as well as an overview letter. The DA reflects the requirements of Section 9.2.18 including, but not limited to: legal description, description of uses, traffic impact analysis (TIA) and reservation of public land.

The TIA was submitted to the Planning Department on December 8, 2020. Infrastructure Consulting and Engineering (ICE) provided comments on behalf of Lancaster County on January 7, while the SCDOT provided comments on January 19. Review comments and suggested improvements can be found on page 2 of the ICE comments and both pages of the SCDOT comments (*see attachments*). Most notably, a roundabout is recommended by the SCDOT at the intersection of Shelley Mullis and Henry Harris Roads.

PRIOR ACTIONS:

The Development Agreement was reviewed by the Planning Commission at their meeting on November 17, 2020, where the Commission recommended approval by a vote of 6-1.

The applicant met with the Infrastructure & Regulation (I & R) Committee on December 15, 2020 and January 26, 2021 to discuss terms of the Development Agreement. The I & R Committee recommended approval to County Council by a vote of 2-1, with the need to address some outstanding items, including a school fee and rooftop fee escalators.

COMMUNITY FACILITY NEEDS:

As part of the review of this Development Agreement, Staff believes there is an opportunity to provide services for future needs of the community. The actual use can be determined in the future, but a potential fire station has been identified as need within the area. The applicant has requested to rezone

2.06 acres at the intersection of Shelley Mullis and Henry Harris Roads to Institutional, which could be dedicated to Lancaster County.

The applicant has indicated their willingness to prepare the 2.06 acre parcel for early development by grading the site and extending utilities.

DEVELOPMENT AGREEMENT TERMS:

The applicant discussed the items below with the I & R Committee. A general consensus was reached between the applicant and two of the three members of the Committee. However, rooftop fee escalators and a school impact fee are still outstanding.

1. Rooftop Fee: \$2,180 to be paid per lot with individual building permits.
2. In lieu of an additional \$320 payment toward "public safety personnel costs", applicant will contribute \$99,840 toward the construction of a roundabout. That amount is \$320 x 312 lots. The amount would be adjusted to reflect the number of lots on final preliminary plat.
3. Agreement from Lennar Homes to contribute cash-in-lieu of the improvement they are required to make.
4. Earmark approximately \$320,000, or the 4% from the RID tax district being formed for the Lennar Homes Harris Mill community for the roundabout.
5. Road improvements agreed upon by the applicant would include recommended turn lanes at project entrances for Wilson Creek.
6. Lancaster County or SCDOT would handle acquisition of right-of-way for the roundabout, including condemnation if required.
7. Provident Bayard, LLC will take the lead role in the construction of the roundabout and would be responsible for costs that exceed the funds available from items 2, 3 and 4 above.
8. Lancaster County would take the lead on the preparation of a tri-party agreement between the Lancaster County, Lennar Homes and Provident Bayard, LLC (or four party agreement if SCDOT is required to be included).

In addition to the items listed above, the applicant has agreed to donate 2.06 acres of land to Lancaster County.

ATTACHMENTS:

1. Draft Development Agreement
2. Concept Plan
3. TIA Documents

STAFF CONTACT:

Katie See, AICP, Senior Planner
ksee@lancastersc.net | 803-416-9395



Coleman & Stone

Shaping the Environment
Realizing the Possibilities
Land Planning
Landscape Architecture
Civil Engineering
Urban Design
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**BAYARD
DEVELOPMENT**
1108 INDUSTRIAL DRIVE
MATTHEWS, NC 28105

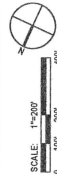
**INDIAN LAND
SINGLE FAMILY**
8305 HENRY HARRIS ROAD

SKETCH PLAN SITE PLAN

Project No.
4777

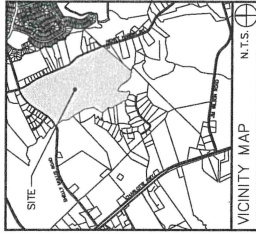
Issued
6/28/2021

Revised



SP-000

The drawings, the project named and the design, including the site plan, are the property of Coleman & Stone, P.A. The reproduction or unauthorized use of the drawings without the written consent of Coleman & Stone, P.A. is prohibited.
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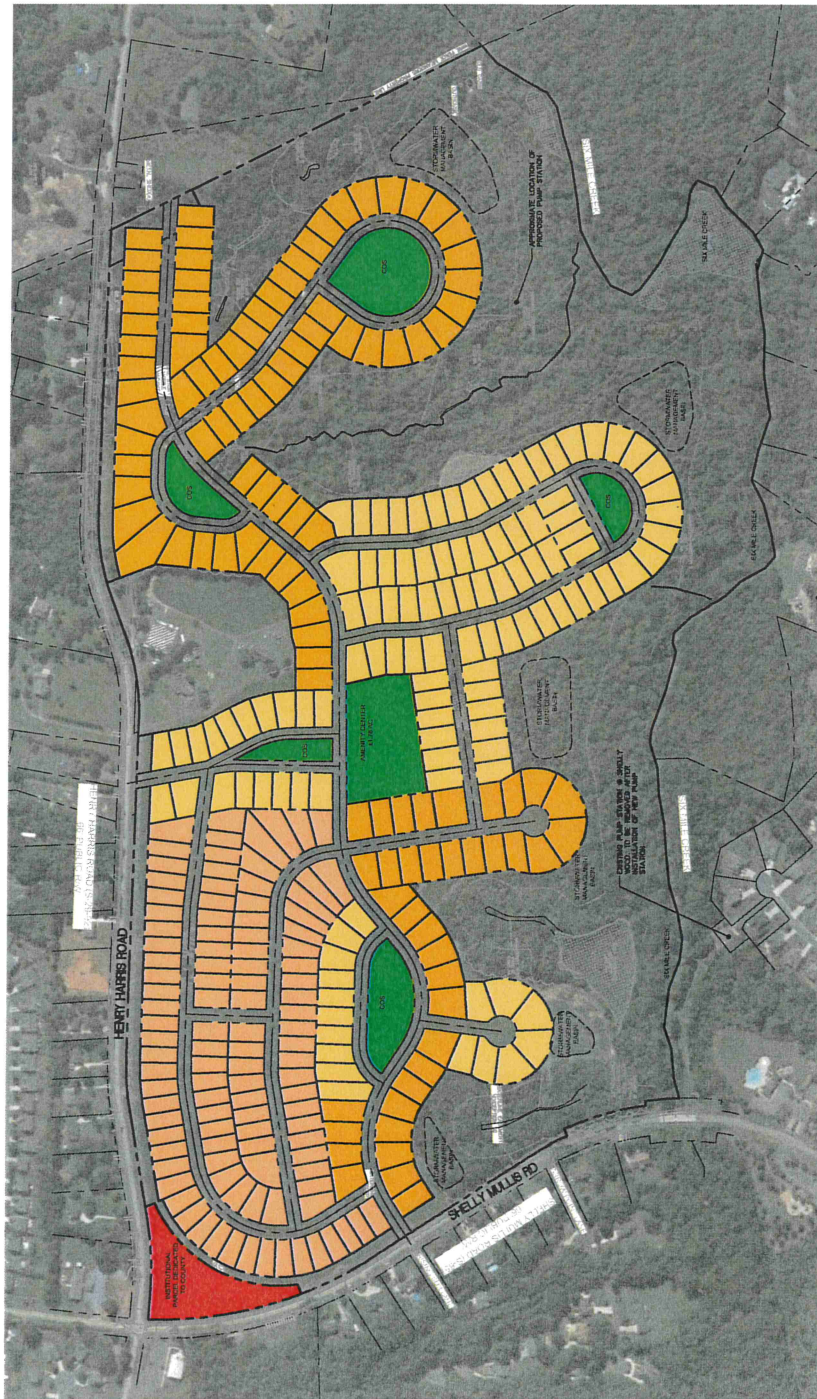
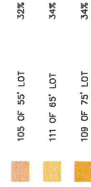
VICINITY MAP
N.T.S.

SURVEY DISCLAIMER
BOUNDARIES SHOWN FOR SITE PLAN ARE BASED ON AVAILABLE LANDSCAPE COUNTY GIS.

DEVELOPMENT SUMMARY

SITE CHARGE: 171.13 ACRES (TOTAL ADJACENT)
TAX PARCEL: 001-1-00-000.00 (LUR)
001-1-00-000.01 (RM)
001-1-00-000.02 (LUR)
001-1-00-000.03 (RM)
EXISTING ZONING: LUR (DENSITY RESIDENTIAL) (LUR)
RURAL NEIGHBORHOOD (RM)
PROPOSED ZONING: 188.07 AC. MEDIUM DENSITY RESIDENTIAL (MDR)
2.08 AC. INSTITUTIONAL (INDUS)
[CAROLINA REDEVELOPMENT & CONSTRUCTION ACTING OVERLAYS]
EXISTING USE: VACANT/PRIVILEGE FAMILY
PROPOSED USE: SINGLE FAMILY
ALLOWABLE DENSITY: 2.00 DUA
PROPOSED DENSITY: 1.00 DUA
REQUIRED CONNECTIVITY INDEX: 1.30 MIN
32 SEGMENT
21 NODES
LOT COUNT: 320 LOTS PROPOSED
85' LOT - 100 LOTS (1240)
75' LOT - 100 LOTS (1240)
MAX. BUILDING HT. AS ALLOWED BY THE ORDINANCE
LOT RANGES: 55' WIDTH x 130' DEPTH
55' WIDTH x 130' DEPTH
55' WIDTH x 130' DEPTH
FRONT SETBACK: 30'
REAR SETBACK: 30'
CORNER SETBACK: 15'
SIDE SETBACK: 7.5'
BUILDING SEPARATION: 10' REQUIRED (MIN.)
OPEN SPACE: 10% MINIMUM
10% MINIMUM (10% MINIMUM) (10% MINIMUM)
10% MINIMUM (10% MINIMUM) (10% MINIMUM)
TP - 10% MINIMUM (10% MINIMUM) (10% MINIMUM)
PG - 10% MINIMUM (10% MINIMUM) (10% MINIMUM)
REQUIRED D.S. 42.78 AC (100%)
PROPOSED D.S. 78.70 AC (100%)
NOTE: FUTURE ADJACENT STRUCTURES SHALL NOT COUNT TOWARD REQUIRED OPEN SPACE FOR DEDICATED.

TOTAL LOT COUNT (320)



PARCEL	LAND USE	ZONING
001-1-00-000.00	UNPAVED RESIDENTIAL	LUR
001-1-00-000.01	UNPAVED RESIDENTIAL	LUR
001-1-00-000.02	UNPAVED RESIDENTIAL	LUR
001-1-00-000.03	UNPAVED RESIDENTIAL	LUR
001-1-00-000.04	UNPAVED RESIDENTIAL	LUR
001-1-00-000.05	UNPAVED RESIDENTIAL	LUR
001-1-00-000.06	UNPAVED RESIDENTIAL	LUR
001-1-00-000.07	UNPAVED RESIDENTIAL	LUR
001-1-00-000.08	UNPAVED RESIDENTIAL	LUR
001-1-00-000.09	UNPAVED RESIDENTIAL	LUR
001-1-00-000.10	UNPAVED RESIDENTIAL	LUR
001-1-00-000.11	UNPAVED RESIDENTIAL	LUR
001-1-00-000.12	UNPAVED RESIDENTIAL	LUR
001-1-00-000.13	UNPAVED RESIDENTIAL	LUR
001-1-00-000.14	UNPAVED RESIDENTIAL	LUR
001-1-00-000.15	UNPAVED RESIDENTIAL	LUR
001-1-00-000.16	UNPAVED RESIDENTIAL	LUR
001-1-00-000.17	UNPAVED RESIDENTIAL	LUR
001-1-00-000.18	UNPAVED RESIDENTIAL	LUR
001-1-00-000.19	UNPAVED RESIDENTIAL	LUR
001-1-00-000.20	UNPAVED RESIDENTIAL	LUR
001-1-00-000.21	UNPAVED RESIDENTIAL	LUR
001-1-00-000.22	UNPAVED RESIDENTIAL	LUR
001-1-00-000.23	UNPAVED RESIDENTIAL	LUR
001-1-00-000.24	UNPAVED RESIDENTIAL	LUR
001-1-00-000.25	UNPAVED RESIDENTIAL	LUR
001-1-00-000.26	UNPAVED RESIDENTIAL	LUR
001-1-00-000.27	UNPAVED RESIDENTIAL	LUR
001-1-00-000.28	UNPAVED RESIDENTIAL	LUR
001-1-00-000.29	UNPAVED RESIDENTIAL	LUR
001-1-00-000.30	UNPAVED RESIDENTIAL	LUR
001-1-00-000.31	UNPAVED RESIDENTIAL	LUR
001-1-00-000.32	UNPAVED RESIDENTIAL	LUR
001-1-00-000.33	UNPAVED RESIDENTIAL	LUR
001-1-00-000.34	UNPAVED RESIDENTIAL	LUR
001-1-00-000.35	UNPAVED RESIDENTIAL	LUR
001-1-00-000.36	UNPAVED RESIDENTIAL	LUR
001-1-00-000.37	UNPAVED RESIDENTIAL	LUR
001-1-00-000.38	UNPAVED RESIDENTIAL	LUR
001-1-00-000.39	UNPAVED RESIDENTIAL	LUR
001-1-00-000.40	UNPAVED RESIDENTIAL	LUR
001-1-00-000.41	UNPAVED RESIDENTIAL	LUR
001-1-00-000.42	UNPAVED RESIDENTIAL	LUR
001-1-00-000.43	UNPAVED RESIDENTIAL	LUR
001-1-00-000.44	UNPAVED RESIDENTIAL	LUR
001-1-00-000.45	UNPAVED RESIDENTIAL	LUR
001-1-00-000.46	UNPAVED RESIDENTIAL	LUR
001-1-00-000.47	UNPAVED RESIDENTIAL	LUR
001-1-00-000.48	UNPAVED RESIDENTIAL	LUR
001-1-00-000.49	UNPAVED RESIDENTIAL	LUR
001-1-00-000.50	UNPAVED RESIDENTIAL	LUR
001-1-00-000.51	UNPAVED RESIDENTIAL	LUR
001-1-00-000.52	UNPAVED RESIDENTIAL	LUR
001-1-00-000.53	UNPAVED RESIDENTIAL	LUR
001-1-00-000.54	UNPAVED RESIDENTIAL	LUR
001-1-00-000.55	UNPAVED RESIDENTIAL	LUR
001-1-00-000.56	UNPAVED RESIDENTIAL	LUR
001-1-00-000.57	UNPAVED RESIDENTIAL	LUR
001-1-00-000.58	UNPAVED RESIDENTIAL	LUR
001-1-00-000.59	UNPAVED RESIDENTIAL	LUR
001-1-00-000.60	UNPAVED RESIDENTIAL	LUR
001-1-00-000.61	UNPAVED RESIDENTIAL	LUR
001-1-00-000.62	UNPAVED RESIDENTIAL	LUR
001-1-00-000.63	UNPAVED RESIDENTIAL	LUR
001-1-00-000.64	UNPAVED RESIDENTIAL	LUR
001-1-00-000.65	UNPAVED RESIDENTIAL	LUR
001-1-00-000.66	UNPAVED RESIDENTIAL	LUR
001-1-00-000.67	UNPAVED RESIDENTIAL	LUR
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001-1-00-000.69	UNPAVED RESIDENTIAL	LUR
001-1-00-000.70	UNPAVED RESIDENTIAL	LUR
001-1-00-000.71	UNPAVED RESIDENTIAL	LUR
001-1-00-000.72	UNPAVED RESIDENTIAL	LUR
001-1-00-000.73	UNPAVED RESIDENTIAL	LUR
001-1-00-000.74	UNPAVED RESIDENTIAL	LUR
001-1-00-000.75	UNPAVED RESIDENTIAL	LUR
001-1-00-000.76	UNPAVED RESIDENTIAL	LUR
001-1-00-000.77	UNPAVED RESIDENTIAL	LUR
001-1-00-000.78	UNPAVED RESIDENTIAL	LUR
001-1-00-000.79	UNPAVED RESIDENTIAL	LUR
001-1-00-000.80	UNPAVED RESIDENTIAL	LUR
001-1-00-000.81	UNPAVED RESIDENTIAL	LUR
001-1-00-000.82	UNPAVED RESIDENTIAL	LUR
001-1-00-000.83	UNPAVED RESIDENTIAL	LUR
001-1-00-000.84	UNPAVED RESIDENTIAL	LUR
001-1-00-000.85	UNPAVED RESIDENTIAL	LUR
001-1-00-000.86	UNPAVED RESIDENTIAL	LUR
001-1-00-000.87	UNPAVED RESIDENTIAL	LUR
001-1-00-000.88	UNPAVED RESIDENTIAL	LUR
001-1-00-000.89	UNPAVED RESIDENTIAL	LUR
001-1-00-000.90	UNPAVED RESIDENTIAL	LUR
001-1-00-000.91	UNPAVED RESIDENTIAL	LUR
001-1-00-000.92	UNPAVED RESIDENTIAL	LUR
001-1-00-000.93	UNPAVED RESIDENTIAL	LUR
001-1-00-000.94	UNPAVED RESIDENTIAL	LUR
001-1-00-000.95	UNPAVED RESIDENTIAL	LUR
001-1-00-000.96	UNPAVED RESIDENTIAL	LUR
001-1-00-000.97	UNPAVED RESIDENTIAL	LUR
001-1-00-000.98	UNPAVED RESIDENTIAL	LUR
001-1-00-000.99	UNPAVED RESIDENTIAL	LUR
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001-1-00-001.02	UNPAVED RESIDENTIAL	LUR
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001-1-00-001.11	UNPAVED RESIDENTIAL	LUR
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001-1-00-001.30	UNPAVED RESIDENTIAL	LUR
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001-1-00-001.50	UNPAVED RESIDENTIAL	LUR
001-1-00-001.51	UNPAVED RESIDENTIAL	LUR
001-1-00-001.52	UNPAVED RESIDENTIAL	LUR
001-1-00-001.53	UNPAVED RESIDENTIAL	LUR
00		

January 19, 2021

J. Andrew Eagle, P.E.
Ramey Kemp & Associates, Inc.
8210 University Executive Park Drive, Suite 220
Charlotte, North Carolina 28262

RE: Wilson Creek Traffic Impact Analysis
Shelley Mullis Road (S-29-65) and Henry Harris Road (O.S.)
Lancaster County

Dear Mr. Eagle:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Shelley Mullis Road (S-29-65) and Henry Harris Road (O.S.). The Department provides the following comments.

TIA Recommendations

- Henry Harris Road and Shelley Mullis Road
 - It is recommended coordination take place between SCDOT, Lancaster County, Harris Mill, and Wilson Creek to determine the roadway improvements to be done by Harris Mill and/or Wilson Creek. The following improvements are recommended:
 - Construct a southbound left-turn lane with 150 feet of storage and appropriate taper.
 - Construct a northbound left-turn lane with 175 feet of storage and appropriate taper.
 - Install a traffic signal.
- Shelley Mullis Road and Rising Sun Lane/Access A
 - Construct Access A with one ingress lane and one egress lane (one shared left-through-right).
 - Construct a westbound left-turn lane with 150 feet of storage and appropriate taper.
 - Construct an eastbound right-turn lane with 100 feet of storage and appropriate taper.
- Waxhaw-Marvin Road and Henry Nesbit Road (Intersection O.S.)
 - Construct an eastbound right-turn lane on Henry Nesbit Road with 200 feet of storage and appropriate taper.
- Henry Harris Road and Access B (Intersection O.S.)
 - Construct Access B with one ingress lane and one egress lane (one shared left-right).

J. Andrew Eagle, P.E.

Page 2

January 19, 2021

SCDOT Comments for Specific Study Intersections

- Henry Harris Road and Shelley Mullis Road
 - Construction of a roundabout at this intersection is preferred by the Department over signalization.
- Shelley Mullis Road and Rising Sun Lane/Access A
 - Construct the recommended eastbound right-turn lane as offset.

SCDOT General Comments

- The proposed access locations shall not be considered approved until required horizontal and vertical sight distances have been verified by the developer's civil engineer.
- Construct appropriate turn lane tapers with all proposed turn lanes.
- Provide an internal vehicular connection between the commercial lot and the residential portion of the development.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,



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

CJJ/mrg

cc: Rox Burhans, Lancaster County Planning
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL



6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Henry Harris Road and Shelley Mullis Road

It is recommended coordination take place between SCDOT, Lancaster County, Harris Mill, and Wilson Creek to determine the roadway improvements to be done by Harris Mill and/or Wilson Creek. The following improvements are recommended:

- Construct a southbound left turn lane with 150 feet of storage and appropriate taper.
- Construct a northbound left turn lane with 175 feet of storage and appropriate taper.
- Install a traffic signal.

Shelley Mullis Road and Rising Sun Lane / Access A

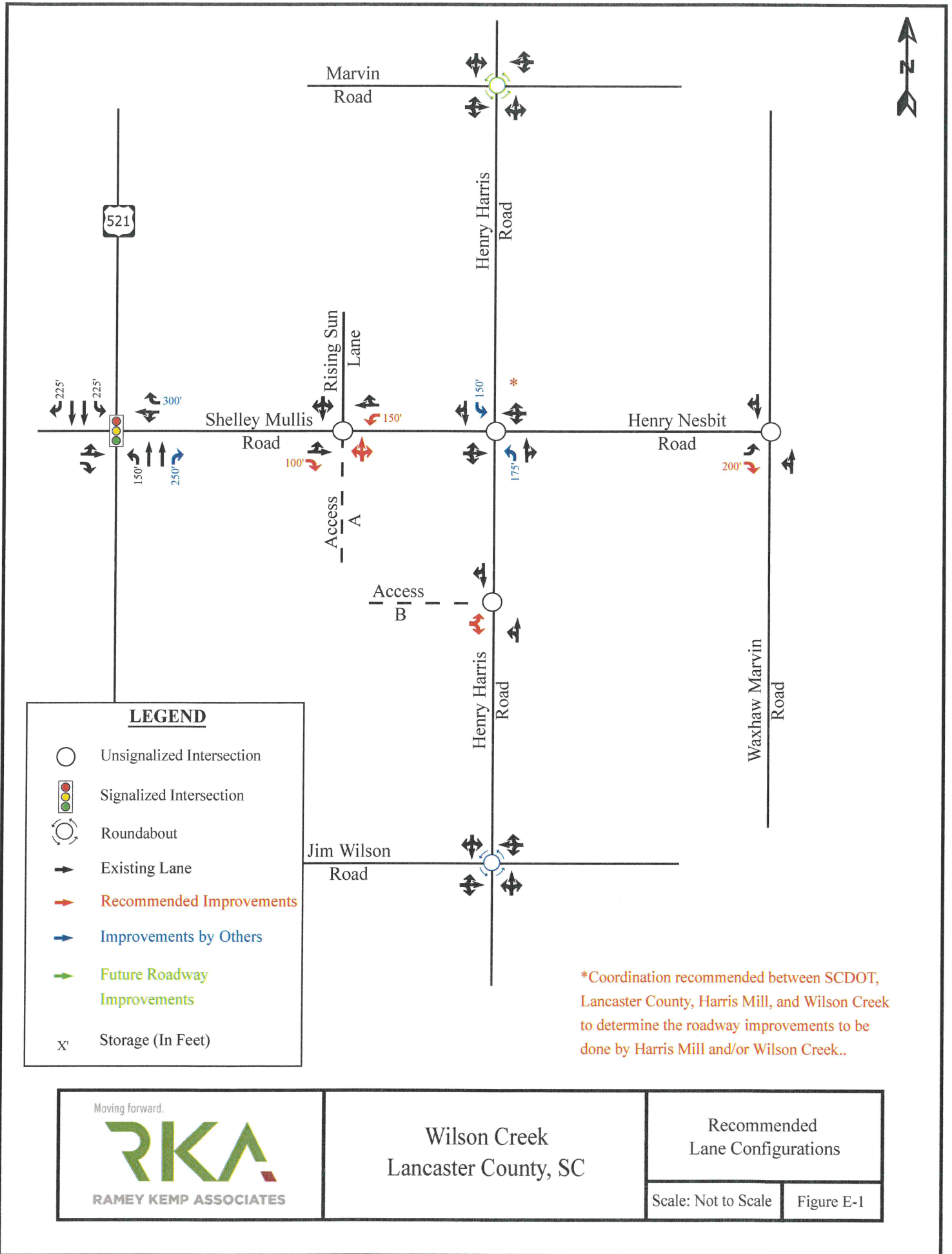
- Construct Access A with one ingress lane and one egress lane (one shared left-through-right).
- Construct a westbound left turn lane with 150 feet of storage and appropriate taper.
- Construct an eastbound right turn lane with 100 feet of storage and appropriate taper.

Waxhaw-Marvin Road and Henry Nesbit Road

- Construct an eastbound right turn lane on Henry Nesbit Road with 200 feet of storage and appropriate taper.

Henry Harris Road and Access B

- Construct Access B with one ingress lane and one egress lane (one shared left-right).



1. Overview of Traffic Impact Analysis (TIA) Report

Ramey Kemp and Associates submitted a traffic impact analysis report for a residential single family dwelling development named Wilson Creek. J. Andrew Eagle is the Engineer on Record (EOR) for producing this detailed report that incorporated several other studies from current developments in the area. The development is bounded by State maintained Shelley Mullis Road (S-65) and County maintained Henry Harris Road. Six intersections were analyzed for impacts. The two proposed drives for the development were also evaluated for their operations. The data submitted was extensive and thorough.

2. Discrepancies Noted in the TIA Report

Several minor discrepancies were noted below and are marked on the TIA report with notes.

- Page-E2&7 – did not list percentage for Covid adjustment to volumes.
- Figure 2 – site plan shows commercial lot at corner of Shelley Mullis Road and Henry Harris Road but no trip generation or drive access shown
- Page-3 – no roadway classifications given in inventory chart – all other necessary information in chart.

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing. Sight distance is critical and needs to be verified for both driveways. LOS deficiencies for Shelley Mullis at 521 and Shelley Mullis at Henry Harris were not corrected and could be investigated more to show real and actual treatments that would occur at intersection improvements.

4. Recommendations

The main intersections influenced by Wilson Creek development will be US 521 at Shelley Mullis Road and Shelley Mullis Road at Henry Harris Road. Focus on upgrades at both intersections would be a strategy to mitigate impacts to both that will experience a LOS F with considerable increase in delays to the movements attributed by the development.

Would like to see an analysis of the US 521 and Shelley Mullis Road intersection with different lane configurations such as WB dual right turn lanes off Shelley Mullis Road to accommodate 563 vehicles in the AM (could never give green time to accommodate this movement in a single lane). Or a free flow channelized right turn. Developer needs to show some form of contribution to mitigate impacts at this location.

Traffic Impact Analysis Review – Lancaster County – Wilson Creek Subdivision Technical Memorandum

Need an updated analysis of the intersection of Shelley Mullis Road at Henry Harris Road to determine best control – traffic circle or signal and proper lane configuration with signal that will properly compare left turn lanes in all four quadrants (needed for safety operations at a signal) in addition to the EB right turn lane.

The only improvements the report states that Wilson Creek would be responsible for is the additional turn lane at Access A on Shelley Mullis Road and the additional right turn lane on Henry Nesbit Road at Waxhaw Marvin Road. The report does mention the County, State, Wilson Creek and Henry Harris developments work out the details to the treatment of Shelley Mullis Road at Henry Harris Road. Need to confirm the left turn lanes and signal being implemented by Harris Mill Development even though their TIA comments on doing either a signal or turn lanes. This analysis assumes both and would need to be verified for additional treatment for mitigation for the entire intersection.

The focus for impacts is three intersections. What I see in the numbers is dual right turn lanes on Shelley Mullis Road at US 521 or channelized free flow right turn movement. Shelley Mullis Road at Henry Harris Road would need to be analyzed for a signal or a traffic circle with possible left turn lanes in all four quadrants and the additional EB right turn lane (WB and SB movements could use right turn lanes based on 2027 build volumes). Henry Nesbit Road at Waxhaw Marvin Road needs some type of traffic control improvement and possibly geometry corrections depending on traffic control operations. The projected volume does show the need for an additional right turn lane off of Henry Nesbit Road and an additional left turn lane on Waxhaw Marvin Road.

Summary action items:

- **Verify sight distance for both drives**
- **Need updated analysis of proper configuration to mitigate Shelley Mullis right turns at US 521 (dual right turn lanes/channelized free flow?) Developer needs to contribute to additional countermeasures due to impacts**
- **Shelley Mullis Road at Henry Harris Road needs analysis for lane treatments at the intersection to include left turn lanes at all four quadrants for safety. Right turn lanes were needed on the EB, WB, and SB movements. A signal or traffic circle control would need to be verified as best control for mitigation.**
- **Henry Nesbit Road's addition of a right turn lane possibly channelized at Waxhaw Marvin Road can be a proper treatment based on traffic control at the intersection. Left turn lane for NB Waxhaw Road should also be considered or shown by comparison in analysis. Should require developer to work through NCDOT to verify proper treatment as the intersection needs to be improved upon buildout.**
- **Access A on Shelley Mullis Road needs to consider 2-lane exit due to poor LOS**
- **Commercial lot in corner of Shelley Mullis Road and Henry Harris Road is not mentioned in the report. Could have bearing on intersection and drives.**

TO: Planning Commission

FROM: Katie See, AICP, Senior Planner

DATE: November 9, 2020

SUBJECT: **Wilson Creek Development Agreement**

Provident Bayard, LLC has requested to rezone a total of approximately 170.32 acres. *See Staff Report for RZ-020-2054 and RZ-020-2569.* Application RZ-020-2054 is a request to rezone approximately 168.28 Medium Density Residential (MDR) District. The intent is to build an approximately 312 lot single-family residential subdivision. Application RZ-020-2569 is a request to rezone approximately 2.04 acres to Institutional (INS) District. The intent of this request is to provide land to Lancaster County for future public use, which could include emergency services facilities or park and recreation uses.

The applicant intends on developing the property with the Cluster Subdivision Overlay District provisions associated with the MDR District. Section 9.2.18 of the UDO requires Development Agreements (DA) when utilizing the Cluster Subdivision Overlay District. The DA will also include the land requested to be zoned INS District. The applicant submitted the required DA enclosed with this memo as well as an overview letter. The DA reflects the requirements of Section 9.2.18 including, but not limited to: legal description, description of uses, traffic impact analysis (TIA) and reservation of public land. A progress report on the TIA was submitted to staff on November 9, 2020.

The DA must first be reviewed by the Planning Commission who shall hold one public hearing. It will then be reviewed by the Infrastructure & Regulation Committee on December 15, 2020. The second and final public hearing is tentatively scheduled to go before County Council on January 11, 2021 for the first ordinance reading.

A copy of the DA template is enclosed with this memo. It does not include any proposed fees or dedication of land, both of which will be discussed with the I&R Committee and County Council. A draft of the Tichler-Bise impact fee study has been prepared and may be used as a reference for any proposed "roof-top fees."

Please feel free to contact me at 416-9395 should you have any questions before the meeting.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1716

Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Potential Quit Claim for unopened portion of Culp Landsford Road.

Points to Consider:

Attached is the tax map showing this area. Culp Landsford Road is a residential street that branches off Culp Street. Culp Street branches off Landsford Road near its intersection with Memorial Park Road.

The westerly segment of Culp Landsford was never opened and never used. The easterly segment is a paved county road.

The owners for the westerly segment have inquired as to having the platted but never opened segment transferred to them by Quit Claim deed.

Jeff Catoe and I concur this road segment has no value to Lancaster County and a Quit Claim to the adjacent property owners would be appropriate.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject quit claim of the unopened portion of Culp Landsford Road. .

Recommendation:

Approve the Ordinance authorizing a Quit Claim Deed for this road segment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1716	2/11/2021	Ordinance
Exhibit A to Ordinance 2021-1716 - Tax Map of Culp Landsford Rd	1/21/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1716

**AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE
TO REAL PROPERTY WITHIN AN UNOPENED PORTION OF CULP LANDSFORD
ROAD TO ADJACENT LANDOWNERS.**

WHEREAS, Culp Landsford Road is a county maintained road in Lancaster County, South Carolina.

WHEREAS, Lancaster County never accepted the dedication of a portion of Culp Landsford Road and the portion of the road not accepted for public dedication remains unopened.

WHEREAS, Lancaster County has no current or future plans to accept the dedication of the unopened portion of Culp Landsford Road and the real property has no value or use to Lancaster County.

WHEREAS, this real property cannot be subdivided as a new parcel of real property and therefore holds no value except to the adjacent landowners.

WHEREAS, while Lancaster County does not claim any right, title, or interest in the unopened portion of Culp Landsford Road, the Lancaster County Council finds it appropriate and prudent to convey any right, title, or interest it may hold in the unopened portion of Culp Landsford Road to adjacent property owners via quitclaim deed.

WHEREAS, this action represents an important and necessary governmental function.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Lancaster County intends to convey, via quitclaim deeds, any right, title, or interest it may hold in the real property comprising the unopened portion of Culp Landsford Road (shown on Exhibit “A” which attached hereto and incorporated herein by reference) to the property owners adjacent to the unopened section of road. Specifically:

- A. Erich Simpson, Trustee of the Erich Simpson Family Revocable Living Trust dated July 23, 2012, will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from his existing property line to the centerline of the unopened portion of the road.
- B. Larry W Sims and Teresa C. Sims will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.
- C. Carmen De Jesus Flores and Roque Fabio Diaz will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.

Section 2. The County Council of Lancaster Count hereby authorizes and directs that Steve Harper, as Chairman of Lancaster County Council, and Brian Carnes, as Vice-Chair of Lancaster County Council, to make, execute and deliver the quitclaim deeds conveying the real property described herein to above-mentioned adjacent property owners.

Section 3. Any ordinance, resolution, or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. This Ordinance is effective after third reading and a public hearing.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chairman
Lancaster County Council

By: _____
Billy Mosteller, Secretary
Lancaster County Council

(SEAL)
ATTEST:

Sherrie Simpson, Clerk to Council
Lancaster County Council

First Reading: February 22, 2021
Second Reading: March 8, 2021
Public Hearing: March 22, 2021
Third Reading: March 22, 2021

Approved as to form:

John DuBose, County Attorney



Overview



Legend

- Parcels
- Roads
- Railroad

Date created: 1/21/2021
Last Data Uploaded: 1/21/2021 1:08:09 AM

Developed by  Schneider
GEOSPATIAL

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1717 / Planning Case Number:
Contact Person / Sponsor: Rox Burhans/Planning and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

A text amendment to modify the minimum lot size requirement for the Institutional (INS) District.

Points to Consider:

Staff recently discovered that the UDO requires a minimum lot size of one (1) acre for the Institutional (INS) Zoning District.

The minimum lot size is problematic for proposed uses for properties zoned INS.

In order to not delay an impacted project we propose the following time schedule:

Rezoning Ordinance - 1st reading was on February 8th and 2nd reading is tonight on February 22nd. Third reading will be held to coincide with the text amendment ordinance.

Text Amendment ordinance - 1st reading tonight, on February 22nd and 2nd reading on March 8th.

Both ordinance would then be held pending Planning Commission action on March 16th. A special Council meeting on March 17th would address the required second public hearing and third reading of both ordinances.

Funding and Liability Factors:

N/A

Council Options:

To approve or reject the ordinance.

Recommendation:

The Administrator recommends approval of the ordinance.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/ Administration

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Providing an additional funding allocation to the Hope on the Hill Barr Street Auditorium project.

Points to Consider:

At the last County Council meeting Council heard a request from Rev. Wayne Murray for an additional funding allocation for the Barr Street Auditorium renovation project.

The additional funding is needed to complete the project due to cost overruns within the project. The original funding allocation, from the Recreation Bond, was \$200,000 distributed to the School District.

The remaining portion of the project is to complete the dressing rooms for performers.

A variety of performances are staged at the auditorium which attracts patrons from both within and without Lancaster County. This would make it eligible for funding from the Local Accommodations Tax fund.

As Council was informed at the previous meeting, there is no currently available funding within the Recreation Bond at this time.

Funding and Liability Factors:

It is recommended that the requested \$40,000 come from the Local Accommodations Tax fund. This will be included in an upcoming budget amendment.

Council Options:

To approve or reject the request for the additional funding.

Recommendation:

Recommend the following motion be considered by County Council.

MOTION: That staff be directed to include within the next budget amendment an allocation for the completion of the Barr Street Auditorium Project, in an amount not to exceed forty thousand dollars (\$40,000), with funds originating from the Local Accommodations Tax Fund.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration and Darren Player/Fire - Emergency Services

Department: Emergency Management/Fire Services

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Present requested information regarding the replacement of Engine 601.

Points to Consider:

The Fire Commission prepared specifications for the replacement of Engine 601, assigned to the Elgin Fire Rescue Department. The bid package was published and we received one response. Copies of the specifications are attached.

Bidding fire apparatus is unique in that everything is custom built. It may seem strange but if you want a steering wheel on a fire truck it must be in the specifications. The specifications were developed by the Apparatus Committee of the Fire Commission. They have significant experience in this having done two large bids with multiple types of apparatus over the last 13 years.

While the specifications are stringent, our standard bid documents include provisions for any vendor to (A) take exception to the bid package by asserting that the terms are unique to a single vendor (section 1.4); and (B) provide them the opportunity to demonstrate that their proposal is equal to or exceeds the stated specifications (section 1.1 second paragraph).

I would note that the bids are now published electronically and a large vendor list was supplied the bid, in addition to being publicly advertised.

Funding and Liability Factors:

We received one bid which was \$617,425. The quote noted a price increase effective January 31st. This is from the factory and not the vendor. Since this was delayed to discuss with the Committee of the Whole the factory has agreed to delay the increase until February 28th.

Please note there is an option to prepay and save \$16,445. If we proceed I would recommend this option.

We received \$250,000 as insurance proceeds on the wrecked apparatus. It was a 12 year old pumper.

This leaves a balance of \$367,425 to pay. I would recommend fund balance for this if we prepay; otherwise we would include this in the FY 21-22 budget.

Council Options:

I know there has been some concern with only getting a single response. I would note this was a bid for a single pumper and not the mass bid that we normally do. The various vendors know that the last two mass bids have been awarded to Pierce and that likely played into any potential decision to pass on this solicitation.

Staff will bring this to the February 22nd meeting and we need guidance if Council desires to proceed and if so, what financial options you may desire to select.

Recommendation:

We need to replace this pumper and I recommend proceeding with ordering the replacement for Engine 601.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1705

Contact Person / Sponsor: Kim Belk/ Steve Willis/ John DuBose

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

We have concluded first reading of Ordinance 2021-1705. We have this item for discussion only this evening to bring Council up to date on where we stand.

Points to Consider:

At first reading Council did not choose to make any changes to either the service area (all six fire districts) or the four service areas. Council may always make amendments at either second or third reading but staff will proceed on the current path unless directed otherwise by a vote of Council.

As discussed at the Committee of the Whole, our plan is to amend the current Ordinance to make it the overarching procedural ordinance. Four additional implementation ordinances will be created; one for each service area - EMS, Fire Rescue, Law Enforcement, and Parks & Recreation. This will allow for future updates and amendments without having to change the entire ordinance.

We plan to have these ordinances for first reading consideration at the first meeting in March. Following first reading they will be held in second reading status, along with the current ordinance to be amended to remove certain sections for inclusion in the four ordinances, to await action on the Capital Improvement Plan.

The Capital Improvement Plan (CIP) is currently scheduled to be considered by the Planning Commission at their March meeting. Presuming it receives their approval we would have first reading at the March 22nd Council meeting.

April 12th would be the point where we can bring the entire package to Council for second reading consideration. This would include the procedural ordinance, all four service area ordinances, and the CIP ordinance. Second reading is where Council could still propose amendments, vote on any proposals, and allow us time to bring a perfected group of ordinances for third reading consideration at the April 26th Council meeting.

Funding and Liability Factors:

This could vary depending upon the final adopted Capital Improvement Plan.

Council Options:

N/A at this point. We are in a holding pattern pending completion of the four individual ordinances and the CIP.

I do need to note that we anticipate receiving the School District Impact Fee plan on or around February 22nd. Once received we need to bring this to Council for consideration of a Resolution directing staff to submit the plan for review by the Planning Commission. That would occur at their April meeting. Presuming it receives a favorable recommendation we would then have that for first reading consideration at the April 26th or May 10th meeting. If this ordinance is adopted we would recommend an October 1, 2022 effective date for the same reasons mentioned above.

Recommendation:

N/A at this time.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/ John DuBose/ Wade Mullins

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Report to County Council on meeting with Wade Mullins, John DuBose, Steve Willis, Kim Belk, Sheriff Barry Faile, and Chief Magistrate Curtisha Ingram.

Points to Consider:

On Friday February 12th a Zoom meeting was held to discuss issues arising from the last County Council meeting.

The group quickly determined that an Owner's Representative would be needed. County staff lacks the experience and expertise to bring in a multi-million dollar complex project such as this in house. It was noted that detention facilities and court facilities are highly specialized construction projects.

Wade Mullins, serving as our construction attorney, will create a Request for Qualifications for Owner's Representative that our Procurement staff can distribute. All agreed that we needed to have the Owner's Representative on board at the very start of the project.

Mr. Mullins suggested that we needed a five person review team to consider RFQ submissions. Anything less would be an issue if challenged in a protest situation. I certainly concur and in order to make sure that we involve key stakeholders in this process will appoint (subject to their acceptance) the following: Sheriff Barry Faile, Chief Magistrate Curtisha Ingram, Council Chairman Steve Harper, Council Vice-Chairman Brian Carnes, and Chief Finance Officer/ Financial Services Division Director Veronica Thompson. Ex-officio would be legal and procurement staff to assist with the review. I certainly plan to accept the recommendation of the review committee.

I would note the same group, plus the Owner's Representative, would serve to review RFQs for architect and construction manager.

The group then turned to a discussion of the the method of delivery for this project. Mr. Mullins reviewed the various methods and the strengths and weaknesses of each. Sheriff Faile noted that while it is not as urgent as last time when we had a jail fire, we are under scrutiny of the Department of Corrections to have a new facility completed as rapidly as possible. We have many years of deficiency reports on file for our current facility. Judge Ingram noted that while not urgent they face significant operational concerns making multiple visits per day to a facility a few miles away. Being in the same facility as soon as possible will benefit them.

Based on the time savings that would come with the delivery method, the consensus was to utilize the Construction Manager At Risk method of delivery. I certainly concur with that.

Funding and Liability Factors:

N/A at this time

Council Options:

At this point I need to make sure that Council has no objections to:

1. Acquisition by way of RFQ for an Owner's Representative.
2. Composition of the Review Panel for selection of the Owner's Representative.
3. Utilization of the Construction Manager At Risk methodology for this project.

Recommendation:

If Council concurs our next step is to have Mr. Mullins craft the body of the RFQ for Owner's Representative and have our Procurement staff post same. We will utilize all of the standard avenues to advertise this including SCBO (South Carolina Business Opportunities).

I would also ask Mr. Mullins to begin crafting postings for the Architect and Construction Manager. He will of course handle contracts for all of these positions on our behalf.

I would note that I would not plan to take any steps on potential site reviews until we have an Owner's Representative on board. That person will guide us through all of the due diligence needed for a successful site selection process.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/ Administration

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Request for special Council meeting to address third reading of Ordinance 2021-1707.

Points to Consider:

Due to an administrative issue we will not be able to consider third reading of this rezoning case (which is on the Consent Agenda) at the March 8th Council meeting.

In order to avoid delay to the applicant I am requesting a special Council meeting at noon on Wednesday March 17th. The sole item on the agenda will be Consent Agenda third reading of Ordinance 2021-1707.

Funding and Liability Factors:

N/A

Council Options:

Not applicable as the Chair may call special Council meetings.

Recommendation:

I recommend that the Chairman call a special County Council meeting for noon Wednesday March 17th for the sole purpose of considering a Consent Agenda third reading of Ordinance 2021-1707.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1713 - HELD

Contact Person / Sponsor: Jamie Gilbert / Economic Development

Department: Economic Development

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

LCDED is working with a Project Smith, a well-established and respected business that is considering purchasing an existing industry building in Lancaster County for its office, manufacturing and warehouse operations. The company has evaluated locations throughout the Carolinas. The company has identified an existing building in Lancaster County as their preferred location. If Project Smith were to locate in Lancaster County, the project would result in a capital investment of over \$7 million and 43 new jobs in Lancaster County. No positions at the operation will have an annual salary of less than \$40,000.

In an effort to secure the Project Smith's commitment to expanding their operations to Lancaster County, LCDED has proposed to the company a thirty year Special Source Revenue Credit (SSRC) at 62% annually to be applied against a the project's real and personal property ad valorem taxes.

Points to Consider:

- Project Smith is a well-respected and established company that would be desirable to have in Lancaster County.
- The project is competitive and property tax reductions are critical to the securing the project in Lancaster County.
- The purchase of the existing building represents a significant portion of the project's capital investment. The building is not eligible for a FILOT since it is currently being taxed. At one time, the building was subject to a FILOT that has since expired.
- Project Smith's purchase is expected to triple the market value of the building. This will proportionally increase the ad valorem taxes on the building.
- The SSRC will assist Project Smith in offsetting the 9% manufacturing assessment rate (FILOT rates are 6%), the annual change in millage (millage rates are locked in under a FILOT) and the increase in the building assessment both at the time of purchase and the five year reassessment process (building values are frozen for the term of the FILOT).

Funding and Liability Factors:

There are no funding or liability factors. As previously noted, the SSRC applies to an existing property being taxed; however, Project Smith's purchase and upgrades are expected to increase the value of the building three fold. As a result, real property tax revenues after year five are expected to increase over what is currently being generated. If the building were to remain vacant, real property taxes from Project Smith after incentives are applied will more than double on the property.

Council Options:

County Council can approve, amend, table or reject the Project Smith SSRC Ordinance.

Recommendation:

LCDED recommends County Council approve the Project Smith SSRC Ordinance as presented.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1705 - HELD

Contact Person / Sponsor: Steve Willis/ John DuBose

Department: Administration

Date Requested to be on Agenda: 2/22/2021

Issue for Consideration:

Consideration of amendments to the Impact Fee Study.

Points to Consider:

This matter is presented for First Reading but staff fully understands that Council may not be ready to have First Reading approval.

This is an opportunity for Council to propose potential amendments to the Impact Fee Study so that staff can make the necessary changes. Changes to one part of the study will likely affect other parts as well.

For example, staff understands there is likely some sentiment to remove the Camp Creek Fire Department area from the study. That is certainly a policy decision for Council to make. If we remove it from the study we will need to recalculate the financial portion and remove that area from receiving any direct benefit.

Council may also decide to restrict one or more service areas to the original study area. Again, we will need direction from Council and this is the opportunity to propose an amendment and see if it passes.

I would note that this is NOT the time to determine if Council desires to charge a reduced percentage of any fee; for example only charging 75% of the EMS fee or 50% of the Fire fee, That comes later in the process.

At this point we are requesting Council to propose amendments to the study for areas where you would like to see changes. You can vote on amendments to an Ordinance in a regular Council meeting while you may not at Committee of the Whole.

Once Council has voted on whatever amendments you choose to approve, we plan to return to the consultant to make those changes to the study. Council could certainly approve First Reading and we would have the changes at Second Reading but I suspect Council would be more comfortable with us bringing you an amended study for First Reading consideration at a future Council meeting.

Funding and Liability Factors:

Unknown at this point. This will depend on what changes Council may choose to make.

Council Options:

To make such amendments regarding the size of the study area and what services you would like to see in specific areas. Also, if Council were to decide it no longer wished to pursue a particular service this would be the time to make that decision.

Recommendation:

N/A - this is for Council to make policy decisions on geographic and service areas.