

LANCASTER COUNTY
PLANNING COMMISSION
REGULAR MEETING
JULY 19, 2016
MINUTES

Members Present: Charles Deese, Vedia Hatfield, Jerry Holt, Sheila Hinson, David Freeman, Jim Barnett, Tommy Dabney.

Others Present: Penelope Karagounis, Planning Director; Alex Moore, Planner II; Nick Cauthen, Planner I; Andy Rowe, Planner I; Judy Barrineau, Clerk to Commission; John Weaver, County Attorney; Steve Willis, County Administrator; Charlene McGriff – County Council.

Others Absent – Elaine Boone, Planner II.

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

Call to Order - Chairman

Charles Deese – At this time I would like to welcome you to your Planning Commission Meeting. I would like to recognize a couple of people. We have with us tonight our County Administrator, Mr. Steve Willis, District 2 County Council, Ms. Charlene McGriff, County Attorney, Mr. John Weaver. We thank the officer in the back, stay safe sir. I want to thank each Planning Commission member for taking time out of your schedules to volunteer to be a part of the operation of Lancaster County.

Election of Officers

Charles Deese – June 30th ended the fiscal year and the Planning Commission elects officers at the first regular meeting in July of every year and Mr. Weaver if you will please take charge.

John Weaver – Member of the commission the floor is now open for nominations for chairman of Planning Commission for the next year. Are there motions or are there nominations to be made?

Jim Barnett – I nominate Charles Deese as Chairman.

John Weaver – Is there a second?

Vedia Hatfield seconded the motion.

John Weaver – Mr. Deese has been nominated. Are there additional nominations?

David Freeman – I would like to nominate Jerry Holt.

John Weaver – Is there a second to Mr. Holt's nomination? Mr. Holt has not received a second. No additional nominations?

Charles Deese – Mr. Weaver, does a nomination for an officer require a second?

John Weaver – Yes sir.

Sheila Hinson seconded the motion.

John Weaver – There is a second. We have Charles Deese and Jerry Holt. Are there additional nominations for Chairman? Hearing none the nominations are now closed. There will be a vote taken in just a moment. The first vote will be taken for Charles Deese. If you favor Charles Deese as being the Chairman for the next new year, please show by a raise of hands. Mr. Barnett, Mr. Deese, Mr. Dabney, Ms. Hatfield – 4 votes. Vote next for Mr. Jerry Holt. All in favor for Mr. Jerry Holt please raise your hand; 3 Votes – Mr. Holt, Ms. Hinson, Mr. Freeman. Mr. Deese is elected Chairman for the next year. It is now time to elect a Vice-Chairman for next year. Are there nominations for Vice-Chairman? David Freeman made a nomination for Jerry Holt and Sheila Hinson seconded the motion. We have a nomination and a second. Are there additional nominations for Vice-Chairman? Hearing none, I ask that there could be a vote by acclamation that Mr. Holt be Vice-Chairman for next year. All in favor say I; all members responded with I. That concludes the nomination process for next year. Mr. Charles Deese will be the Chairman and Mr. Jerry Holt will be the Vice-Chairman.

Charles Deese – Thank you Planning Commission members for the opportunity to serve you for another year.

Approval of the Agenda

Jerry Holt made a motion to approve the agenda with an amendment. I would move that we remove under New Business IX (E) which is the reconsideration of SD-016-003 Two Capital Partners and David Freeman seconded the motion.

Charles Deese – I have a motion and a second that the agenda be approved with an amendment to remove Item IX (E) reconsideration of SD-016-003. At this time we will vote on the amendment first.

Jerry Holt – Mr. Chairman I would like to make a comment about the purpose of removing the item please. The applicant has requested reconsideration of this action under which the Planning Commission had denied the application. They indicate that the reason that they are requesting reconsideration is that the Planning Commission was in error in its prior actions because what we did in their view was to override a decision of SCDOT specifically having to do with the access point from the proposed development

on to Hwy. 160. I take issue with their assertion that we were attempting to override SCDOT and I do agree that under most circumstances we do not have the authority to usurp their decisions. However, I believe that SCDOT looks at access points to their highways from the outside in and they certainly can make a determination that an access point or an intersection may not be placed in a certain location. What our issue was, as looking at this from the inside of the property out and the belief that there are much better places to have an ingress egress point from that property. I don't believe that we are conflict or contention with SCDOT and if you remove that there is no basis for reconsideration. The applicant has come back with modifications based on a number of the discussions that we had regarding the merits of the application at that meeting. But those changes at this point don't justify reconsideration. So I believe that there is no need for us to reconsider a vote that we have already taken in denying that application.

Charles Deese – You have before you an amendment, a motion to amend reconsideration of SD-016-003. Do I have a second?

David Freeman seconded the motion.

VOTE: 5 AFFIRMATIVE 2 NEGATIVE MOTION CARRIED

Charles Deese – The motion to amend passed 5-2.

The two negative votes came from Jim Barnett and Charles Deese.

Charles Deese – Could I have a motion to accept amending the agenda?

Jerry Holt – Mr. Chairman I will move that we accept the agenda as amended.

Jim Barnett seconded the motion.

Charles Deese – I have a motion and a second to approve the agenda as amended. All in favor?

VOTE: UNANIMOUS MOTION CARRIED

Citizens Comments - **See Schedule A, B, and C – Attached to Minutes**

Michael Rabil – 3070 Priory Ridge Drive, Indian Land SC. I came to talk about what was removed from the agenda so I don't know whether I need to speak or not.

Charles Deese – It's your opportunity to speak for up to three minutes sir.

Michael Rabil - I'm here today to ask that you do not approve the request to build the multi-family use apartment complex that was just amended off the program. There are several reasons and one is traffic. South Carolina 160 averages daily 15,900 cars a day and by 2030 it will be 25,800 cars on that road. It will take three years for it to be built. Any construction on Calvin Hall-160 will become a nightmare trying to add another

construction project along with highway construction along with trying to put another 1,000 vehicles into that crowded space already. The last time we were here I believe the Planning Department said something about that it was an offset in the cost of the schools. I don't know how that could be when it costs \$2,350 .00 per student. Are we going to tax each one of the people in that particular apartment complex \$2,350.00 just to break even. That is a losing proposition. No where was that a financial break for the school system or the county in order to do this; so it will be another burden to the county. Then we've got a couple other questions about storm water. Storm water is not something that usually is taken into consideration but should be if you are planning. The storm water management and sediment control plan should be on the front burner prior to because it is going to access the roads we are talking about and will they impact those roads. It would be a good thing to have DHEC or whoever looking at the plans prior to and see if there is going to be a problem of access or storm water run off. It is our opinion that this project should not be approved due to traffic, schools, and storm water. I'm a general contractor and worked in multi-family housing rehab. As a result ownerships change, Management Company's change, so whatever is planned there today may change; decisions you make are going to be lasting for centuries and our neighborhood and the other three or four neighborhoods around this will be impacted greatly. Thank you very much for your time and consideration.

Jean O'Kane – 3810 Tupelo Lane, Indian Land SC – In my previous life before moving here I was on the school board in Maine for a number of years. So I feel that I can speak with some intelligence and I was also on the planning board in my home town. It is not an easy job I might add. I'm a little concerned even though I don't have anybody in this fight. I don't have any grandchildren or small children regarding the Harrisburg Elementary School that was built in 2014. The capacity for that school was 970 students and it's now at the end of the school year, 1,022. Which means that the student teacher ratio is 25.7 to 1 and very high for an elementary school and I worry about the degree of education at that low level that children should be getting to further them to middle school and high school. Also, the Harrisburg Elementary School has the highest number of students enrolled in Lancaster County and York County. So they are way above the norm for the area. I did a study on the crime statistics for just zip code 29707; which would just be Indian Land; based on the state average of 100,000 people. Samples were taken and the violent crime is at 52%, forcible rape is at 55%, robbery is 76%, aggravated assault is at 48%, property crime is 53%, and larceny thief is at 60%. That is another concern about developing more apartments in that area. Within a two and a half to three mile radius of Arlington, Enclave has 246 apartments not all full, Element South on Highway 521 has 216 and they are going to build to 281. Legacy 521 off of Lancaster Highway has 248 so there are 775 potential apartments right in that immediate area. That is a lot not just to mention traffic. I talked to EMS and from January 1st to July 17th and just in the Pleasant Valley/Indian Land area, they made 14,088 responses and EMD is running about the same. So along with the traffic and the infrastructure that isn't there I hope you will still consider to reconsider things like this. Thank You

Gary Holland – 8728 Collings Road, Indian Land SC – I do applaud you on your decision earlier related to Two Capital Partner's reconsideration. I agree with that decision that

you just made but just one fault that I had and would like to share with you. If Two Capital Partner's was really serious and they felt seriously that you had violated their rights by your decision in May. Then I'm wondering why they felt a need to revise the whole set of plans before they brought them back to you for reconsideration. Thank you again for that decision. One comment I would like to make related to Two Capital Partner's and what happened at your workshop a couple weeks ago. I know this is a brand new year for the Planning Commission and Mr. Deese I appreciate the way that you ask the audience to be civil and respectful to one another. I think for the most part we do try to do that. I think the same should be applied and often times it is to both the commissioner's and the staff when they are discussing matters and to have that same mutual respect for the audience. This comment that I had prepared and wanted to say is more for staff than anything else. These seven men and women commissioner's and the staff are the liaison or the support line for these men and women. What I am hearing a lot of time at these meetings is staff and in my opinion it may be a wrong term but in my opinion from where I am sitting is arguing with the commissioner's during the discussion of motions. That has happened just not one or two times but recently, sometimes even to the point of interrupting the commissioner's while they are speaking. What we as citizens want, is we want to hear from our representatives. We want to know what they have to say on the matter. We want each one of them to speak and have some thoughts about it. The staff is not the people's representatives. The staff is here to give you the commissioner's in my opinion what you need to do and make an informed decision. So I would ask staff to just provide documents you need and truthful facts and I thank you for your time.

Phyllis Sklar – 2087 Clover Hill Road, Indian Land SC – I'm going to pass since you amended the agenda.

Waylon Wilson – 15117 Legend Oaks Court, Indian SC – I want to use these few minutes as an introduction to the quorum that will follow on the Bretagne Development Agreement. I want to state very clearly that I am not opposed to the development and building of this development at all. What I do think needs to happen is, I think a newly developed development agreement that is dictated by the court in a lawsuit needs to be done as opposed to trying to re-erect a development agreement of 2007. A letter from the County Administrator itself says that development agreement is dead and no longer valid. Why should we as a county use that? I think a new document is in order. Thank you very much.

Approve Minutes

Vedia Hatfield made a motion to approve the Workshop Minutes for May 05, 2016, June 02, 2016, and June 21, 2016; also the Regular Minutes for May 17, 2016; David Freeman seconded the motion.

Jerry Holt – Mr. Chairman I will abstain due to the May 05, 2016 was one of the meetings that I missed.

Charles Deese – 6-0 for approval of minutes due to Mr. Holt’s request to abstain from approving minutes since he missed the May 05, 2016 meeting. The minutes have been approved.

Chairman’s Report

As the newly elected chairman I want to thank all of you, it is not something that I take lightly. I spend a lot of time not only at home but on the road trying to do this job as best I know how to do it. I am human and I do make mistakes. I’m sure we can all stand up and say that. If those times come then I am one of the first to stand up and admit it. I made a mistake. I’ve made mistakes during the past year and I’ll promise you that being a human being I will make mistakes in the future. At this time I would say thank you for your consideration and I will do the best job that I can do and I’ll say that to this county. To the citizen’s of this county that are sitting in this audience. I want to thank the planning staff for all that they have done in the past and I’ll expect nothing less in the future.

Jerry Holt – Mr. Chairman I think you should be commended for the effort and the accomplishments that you’ve had on the commission.

Sheila Hinson – I second that.

Director’s Report

Good evening everyone and welcome to the Lancaster County Planning Commission meeting. For the month of July we have scheduled three DRC cases, one was held for 3i Products on July 12th. We were scheduled to have two on July 26th but as of this morning the Avondale PDD-27 has been pulled. So we are not going to have a DRC for that because it is not going to the Planning Commission for the August 16th meeting. We also had a successful public input session of the UDO rewrite on Thursday, July 7th and I would like to thank all the citizen’s that attended that meeting. I would also like to thank the planning commissioner’s that took their time to have a longer meeting that night after our workshop. Again, just for the audience to know, if you go to mylancastersc.org on the right side of latest news you can look up the Unified Development Ordinance. Right now all the chapters are loaded except for two chapters 5 & 9 which we are working through that this week. We are going to advertise this Sunday in The Lancaster News. Something that I’m going a little bit extra mile for the advertisement; by law it is 30 days but I have decided to basically run it every Sunday. That actual text of the ad will be in The Lancaster News every Sunday starting July 24th and also it will be run every Wednesday in the Carolina Gateway starting July 27th to August 17th. As far as the large scale map, that will be advertised twice. A full color page ad in The Lancaster News and also in the Carolina Gateway; so two times in The Lancaster News for the full scale map and for the Carolina Gateway as well. Also keep in mind everything is online, the proposed zoning map and is available 24/7. You can search to see what your property is currently zoned and what we are proposing. There will also be a way that citizens can comment so we can have those comments addressed before the scheduled August 23rd Planning Commission Meeting for the actual UDO rewrite and the repealing of the zoning map. We are also providing for 30 days after this ad is ran on Sunday, in the

basement of the Voter Registration office from 8:30am until 5:00pm. That office will be closed for lunch from 12-1 but from 8:30am until 5:00pm a citizen can come down there and view the actual chapters of the Unified Development Ordinance. You can also look at paper maps or they can use the laptops to look up their property to gain some information. There will be comment sheets as well. So again, so much public engagement that we are doing so when it comes to the actual public hearing and the county council process it has been known throughout the community and throughout the county. There will also be some press releases next week in The Lancaster News. I think they are going to be some stories on the UDO rewrite so people know what is going on. I believe working on this project for over a year and a half and having so many community meetings, large stakeholders; pretty much if you live in Lancaster County you know there is a major Unified Development Ordinance rewrite. Again, I want to congratulate Mr. Deese and Mr. Holt, the Lancaster County planning staff looks forward to working with both the Chairman and the Vice-Chairman throughout the year as well as the entire commission. Also keep in mind that planning staff is here to answer any questions that you have. Not only at the night of the Planning Commission meeting or at the Planning Commission workshop. Everyone has our telephone numbers and our emails and you are more than welcome to ask us questions.

Charles Deese – We will now move into Public Hearing and this is one of the sections that we have changed just a little bit. As you are called, we will hear each one of the public hearings and then we will go back and vote on each one separately.

Penelope Karagounis – Before the public hearing staff will read an actual report then the applicant can actually make a presentation if he has one, he may not have one. Then we will go into public hearing. We will have all the people who have signed up to speak for the public hearing for that case. They will state their name, address, and telephone number. They have 5 minutes for public hearing. After that the last person to rebuttal if there are any closing remarks, is the applicant. If the applicant doesn't have anything else then we move to the second public hearing. After all the public hearings are held then we go to the New Business and that will be a discussion with the planning commissioner's so they can ask questions of staff and then vote.

RZ-016-004, Kim Lineberger – This property is located at 1456 Kershaw Camden Highway. Rezoning request from I-1, Light Industrial District to I-2, Heavy Industrial District.

Andy Rowe – Presented the report.

Jerry Holt – How is the property being used now? I drove by there and saw a lot of trucks and things back there.

Penelope Karagounis – I think when the applicant comes up next she can tell you since she is the neighbor.

Jerry Holt – You stated you had not received any responses from neighbors. With the homes that are up there, do you know if they are owner occupied or are they rental properties?

Andy Rowe – I do not know.

Jerry Holt – Do we have those parcels on the Assessor's database?

Andy Rowe – Yes, I do have the adjacent property owners information with me. I can look at that and see.

Jerry Holt – I just wondered if that is why you didn't get any input. I can wait for that information.

Penelope Karagounis – The process is the planning staff reads the report and then the applicant comes and then we open up to the actual public hearing. Then at the discussion, that's when we can go back....

Jerry Holt – Well the chairman asked if there were any questions so I did have questions.

Charles Deese – I did ask if you had questions for Andy Rowe. He had a question for Andy Rowe.

Jerry Holt – I always follow his lead.

Charles Deese – Thank you.

Penelope Karagounis – I do apologize.

Charles Deese – The applicant can come forward and state your name and address for the record please.

Jan Ringeling – 1401 Terra Plantation, Monroe NC – I am with Moody Holdings & Development and I represent Ms. Lineberger with her brokerage on this property.

Kim Lineberger – 1818 Carly Horton Road, Camden SC – The city use of the property you referred to is the City Public Works. That is where all of the county trash goes. If you see all of their collection process is in there and plus the City Firing Range is back in there. That is where they do all their target practice. I have talked to property owners and they have actually called and asked what was going on. I shared with them the same presentation that I have here. I shared our master plan that we had prepared for Duke Energy and with Lancaster County Economic Development. So I shared this with them and they basically welcomed the jobs to the area so they had no issues at all. They thought it would be good for their area to get some jobs into the central part of South Carolina. I would be glad to answer any questions.

Jerry Holt – Where were you when we were going through the Comprehensive Plan and the Future Land Use Map?

Kim Lineberger – I can't answer that.

Jerry Holt – My reservation with this is that it hasn't been too long since we developed and approved and council approved the future land use map where we identified that area as urban and then the area right outside it as being transitional; neither of which would allow for Heavy Industrial use. I understand you don't have any objections from the neighbors which has been confirmed by the Planning Department. It probably is a fitting use for that but I don't like the fact that we develop plans and present them to public and everybody approves it including the County Council. Then when something comes along we decide well it didn't matter anyway.

Kim Lineberger – I actually didn't own that property then.

Jerry Holt – That is a fair response.

Charles Deese – Do you have anything else?

Kim Lineberger – I have nothing else.

Charles Deese – We will now go into public hearing.

Steve Willis – 522 Briarwood Rd., Lancaster SC 29720 – I wanted to just let the Planning Commission know that I learned this morning from Jamie Gilbert our new Economic Development Director that the South Carolina Department of Commerce has already steered one potential project to Ms. Lineberger's site. It is still very early on in the process. Recently it went through the Duke Site readiness program with the South Carolina Department of Commerce and they use McCallum/Sweeney as their consultant for that and they are ranked very high. There were a few things that they needed to work on but commerce knew we were still early on in the process. The applicant is here tonight talking about the zoning. Commerce is very excited about the site and obviously like it if they are steering folks to that direction. I don't know much about the project that they are actually looking at. I would tell you that I've taken the super secret oath of silence from the Department of Commerce and all that. It sounds impressive but the real thing is, this early in the process commerce doesn't tell us a whole lot. They might have some other counties that they are working with as well. I can't really tell you anything about the project but it is pretty unusual that commerce is actually sending us the project and says here is a site we would like to look at. Normally they send out information to all the counties or if the prospect states they want to be in only one geographical area of the state then maybe several counties. Then we respond and reply with the information so this is a little bit unusual that commerce is actually looking at that prospect already. I just simply wanted to make the Planning Commission aware of that and the other thing is just for information. I think most of you know that was Jim Lineberger's road paving and has been a heavy use for a long time. Just as information from my time with the City, the

city property behind there is the old reservoir and that is wetlands so won't ever have anything developed in there. I appreciate it, thank you.

Waylon Wilson – 15117 Legend Oaks Court, Indian Land SC – First I would like to say that I am not opposed to this project and I think it would be a good addition to the county and they need this kind of development with railroad access for jobs and development. However, I know the Planning Commission has nothing to do with this but since Ms. Lineberger is in the audience and my dad said if you don't ask you don't ever get. There was passage of fee and lieu of taxes and I would like to request her if she gets this thing rezoned, that she would voluntarily pay the rollback taxes for agriculture tax credit on the larger parcel of land 0081-00-031.00. It's assessed right now at \$345.00 and actually as agricultural and it should be \$263.95. Thank you very much.

RZ-016-005, Sergey Kalashnik – This property is located at 4309 Great Falls Highway. This is a rezoning request from R-30, Low Density Residential/Agricultural District to B-2, Community Business District.

Nick Cauthen – Presented the report.

Sergey Kalashnik – 4299 Great Falls Highway, Lancaster SC – The property I want to rezone is located at 4309 Great Falls Highway. By rezoning the property to B-2 it is going to allow me to basically have a small used car lot. I really like cars and it is going to be life changing for me and my two boys. I am currently a business owner. I drive for a living and I am constantly gone all over the country. I deal with Ford and General Motors and I stay pretty busy. This would allow me to stay locally and I would like to add that I do own these properties out right and I really love where I live. I want to make the property nice and clean and have a nice business to work at every day. I want to add to the community by making it look nice. This is a dream come true really for me. Thank you so much.

DA-016-001, Bretagne Development Agreement/Amendment:

Penelope Karagounis – The purpose of this public hearing that we are having tonight is to receive public comment on the proposed amendment to the development agreement for Bretagne between Lancaster County and Bretagne Holdings, LLC. The property subject to the Bretagne Development Agreement amendment is approximately 153.5 acres and it's located off of Barberville Road. The amendment updates the name of the developer and parties to the development agreement for Bretagne. It extends the term and reduces the number of single family lots and provides for an easement for the Carolina Thread Trail. It also amends the amount of monies due at the time and application for a building permit is made and removes certain properties and updates the exhibits. The primary development use approved for the property is single family residential dwelling unit. Just a reminder on what a development agreement is. It is an agreement between the developer and the county. This development agreement needs to comply with the state and local requirements for development agreements which follows the Ordinance 663. Under Findings in the staff report; the protocol is basically once we received it from Debbie Hardin the County Clerk, my assistant/secretary gave me the copy of the memo and we forwarded to certain department heads. On the list here is Clay Catoe, EMS

Director, Darren Player, Emergency Management/Fire Service, Kenneth Cauthen, Zoning Administrator, Jeff Catoe, Public Works Director, Steve Yeargin, Building Official, Hal Hiott, Parks & Recreation, and Steve Willis, County Administrator. We also copied it for Mr. Weaver and also Mike Ey to review the actual development agreement. There are conditions and there are some comments if you look at Exhibit 4. There are comments from different department heads that we have suggestions for the applicant for the amendment of the development agreement. We did attach the original development agreement that was adopted back in 2007. Based on the recommendation of planning staff we feel that the comments that have been made from the various staff needs to be addressed in order for this document to have a recommendation to approve. The Bretagne Development Agreement Amendment needs to be clear on what phases of the project is included in this amendment. The original Bretagne was basically seven phases. Actually the phases that we are discussing tonight I believe are one through three at this time for this amendment. Just for you to know; the duties of the Planning Commission are to review the current text and make a recommendation to the Bretagne Development Agreement Amendment. Then the recommendations of the Planning Commission are submitted to the Development Agreement Committee for its consideration. The Development Agreement Committee shall submit a report on the proposed agreement to Council taken into consideration all the relevant information. Upon receipt of the report from the Development Agreement Committee, Council then takes such action as it deems appropriate. Action Council may take, includes, but is not limited to, no action or passage of an ordinance approving the proposed agreement. John Weaver is here for any legal questions.

John Weaver – 101 N. Main Street, Lancaster SC 29720. This is a 2007 Development Agreement and like a number of them that we have had in Lancaster County, it went South when the real estate recession hit in 2007. This is a seven phase development. We are only related to phases one, two, and three tonight. The development agreement or the amendment will specifically say that phase seven will remain as is, maintaining the status quo. They will not be tied in or associated with this first amendment if it goes through towards passage. For your information, phases four, five, and six, the developer went in bankruptcy. That was brought out of bankruptcy, it was foreclosed on and he went into bankruptcy and came out of bankruptcy and it was purchased by another developer. The bankruptcy judge removed Sections four, five, and six from the development agreement. This development agreement is a ten year development agreement. As you know a development agreement is a contract but because of legislative action taken into Columbia in 2010 and 2013, this development agreement will be alive into the 2020's. I have not calculated it exactly but I would say probably 2023. So it is alive and well and the applicant is here to address the situation with phases one, two, and three. Thank You

Chaplin Spencer Jr. – 916 Myrtle Drive, Rock Hill, SC. I am here on behalf of Bretagne Holdings. This does only pertain to phases one through three and I do concur with clarification that phase seven does not apply to this amendment. This one is strange, it just is. You've got no traditional developer. Unfortunately phases one through three are platted and lots were sold. You have individual homeowners which is good because that means this amendment means that there is no new development, no new lots. This are

already platted, they are already there. These lot owners have the right to go ahead and develop but they have got to get roads built, they have got to get infrastructure in; the developer stopped. They want to get going again but this is really about cleaning things up and getting the rooftop fee which is \$8,000.00 and the library fee addressed. We worked with planning staff and legal counsel for several months to try and streamline this as much as we could. I heard this development agreement was dead with the statute it's not but we wouldn't mind if it was. We wouldn't mind if it was terminated as to phases one through three. It was mentioned regarding a new development agreement; we can't do a new development agreement because you already have lots. You have individual homeowners and we can't change lot lines. We can't change the roads. We will probably have storm water and other issues, we can't start over. We do want to name the successor developer which is affiliated with the HOA. There were approximately 302 acres and now there will be 153; now there will be 149 lots and I do have a mathematical error in Exhibit B. It had the density at 1.03 per lot and it is actually .97, but once I handed in the amendment I didn't think I should correct my mathematical errors. We would like to clarify the term of the agreement. There is a strange state law about permits don't expire. By the terms of the agreement it is written and says, June of 2017 and that is not correct so we would like to establish a specific date so everybody knows. The rooftop fee is \$8,000.00 and in the early 2000's things were booming but now they are not and we respectfully want to request that you reduce this \$1,500.00. A thousand of which would go to the county, five hundred would go to the schools and it seems to be in line with the current agreements. Also there was a library donation that was supposed to be made in 2009 and it didn't happen and now this development is only a fraction and you already have a library there. We do want to work with a donation of the Carolina Thread Trail. We are confirming the common open space. If you go on the Tax Assessor's GIS and if you click on it there is something different but it is still open space and we've reached out to Pulte about that. I don't see any problems with that. I was asked during the workshop by Mr. Holt about sheriff's services and annexation. I did review the agreement and it says that this agreement shall continue on regardless of any annexation so the rights would continue. The sheriff's services and others state they are provided in a light manner with other residents. You still have sheriff's services but you have primary services through the municipal police so that wouldn't change. As you heard earlier these lot owners have been through a lot; it's been a long time and they have made a lot of investments. The development failed, the bonds are gone. They are having to pay a lot of money. They are asking for your help. They want to do something positive. They want to get this going again and therefore we do ask for your help. Please support and recommend this amendment. Or in the alternative, if you want to recommend termination, may be cleaner as well as to phases one through three. We really don't want to effect phase seven or ten. Dave Durham has been hired to do the development and he can answer the technical questions that I am not qualified to do. I think he is going to speak next unless you have any questions. Thank You

Kris Axhoj – 2506 Creek Manor Drive, Waxhaw NC 28173 – I am one of those original lot owners that went through this debacle. I want to talk to you about the current status and financial benefits of Bretagne to the County, a kind of reversal here. Bretagne has you've heard has gone through a lot of changes since the original development started.

Phases 4, 5, and 6 were sold to Pulte Homes and became the Estates of Audubon. Phase 7 was never purchased and is currently under option by TDON Development Group. Bretagne currently consists of phase 1 with 84 home sites, phase 2 with 15 home sites and phase 3 with 50 home sites. This is a total 149 sites left. The HOA has diligent work to keep the existing neighborhood layout intact as much as possible. The effort keeps the original home sites as recorded and allows the reuse of existing infrastructure and limits the necessary modifications needed to the existing development agreement. As the neighborhood builds out, this is where the benefit comes back to the county; Lancaster County receives the following benefits. Development fees due at building permit are around \$223,500.00. The estimated building permit fees for the estates alone are around \$440,000.00. Villages Phase 2 is around \$60,000.00; Phase 3 is around \$216,000.00; that is over in excess of \$715,000.00 in building permit fees. The estimated annual taxes for the estates are around \$322,000.00, Phase 2 Villages is around \$45,000.00 and Phase 3 is around \$150,000.00 with an annual total of around \$525,000.00. Lancaster County Water and Sewer District receives the following benefits. 96 lots have already paid in and that is a total of \$323,040.00 for sewer tap fees. There is 53 remaining lots that need to pay in which is a total of \$178,345.00; plus they will also receive a monthly revenue stream from the customers based usage. So there are a lot of benefits coming back to you if we can get this thing going. I appreciate your time.

James McCarthy – 9005 Cambridge Green Drive, Charlotte NC – I am not a developer. I'm one of the lot owners there. I've paid \$210,000.00 to buy a lot there. I know a lot of promises made as to what was going happen there and needless to say nine years later we have what we have. It is just barren. When you drive by there the place is an eyesore. I see developments all around it. Bonterra Builders is across the street and that community is thriving; sold out its done. We are sitting here with land that is practically valueless. I would really like to see a change there. I would like to have something that I could build. When I bought it for my three children there were going to be tennis courts and all sorts of pools and lazy rivers but that subsequently has gone away so right now we are looking for something that we can just build on and has some value. We all know right now it is worthless. It is also a dangerous place. I know the police have been called out there many times. There is dumping going on down there along with other things. I've gotten word from fellow lot owners out there that there is negative activity going on. One of the benefits is the completion of the sewer line that would be out there; this would open up for other developments. It's a benefit for the developers and if it helps us get a lot that we can build on, I'm all for that; also the utility easements that can be recorded across the project. In closing I would like to say that buying that lot and the thought of potentially building on it is a dream of ours and our families. There will be an assessment for us to have to finish it. We are going to have to pay just under \$36,000.00 because we have to cover the development costs. Back on May 16, 2008 the developer he lost his irrevocable letter of credit and that put the burden on us. I know there are a lot of people and some here back then that worked hard to make sure that didn't happen but it did and it put the burden on us. I reach out to you not as a developer but as one of the lot owners; for me and my family we would like to have the opportunity to build on that and have value there. Thank you for your time.

Waylon Wilson – 15117 Legend Oaks Court, Indian Land SC. I know it is a complicated issue. Some things have been said and a lot of things have not been said. Again, I understand the plight of the property owners, I really do. I understand the plight of this Planning Commission and I understand the plight of the County. I understand I think the lawsuit that was brought in which the County is obligated to pay \$100,000.00 for the future infrastructure of the development and pay directly to the developer by court order. Upon reviewing the information that you have in your packet I truly do not see how anyone could make an informed decision tonight. As I mentioned there are numerous unknowns and questions that can arise in the presented information and I'll try and mention as many of these as I can. The original 2007 Bretagne Development Group is no longer valid. Mr. Willis said so in a letter. It is also confirmed in a lawsuit. The property was purchased by Regis as the majority of the property, let me rephrase that; another developer which in turn sold property. I want to ask you, is the developer company now the same developer company that was in 2007? Or is this a different one? I looked it up and there are two names associated with Bretagne in South Carolina and one in North Carolina. What is the business address? What is the date of the release of agreement dated in the lawsuit SA12-ZP-2900160 that obligates the County to pay \$100,000.00? I tried to get a copy and I could not and the one that is in your packet is not a clocked document. Why did the lawsuit plaintiffs request confidentiality in the settlement along with the courts release agreement of the documentation? The commission should have full disclosure of the settlement document to ensure all pertinent information is known considered. Is Lancaster County satisfied that this new development group has the ability and financials to be awarded the \$100,000.00 by this agreement? Who is the legal counsel that wrote this new agreement, the proposed first amendment, one two and three? I want to reference page one of three and why should there be an improvement of phase 7 taken out of this development agreement? I don't understand that if they were in it originally. I understand it is another ownership but like what was mentioned tonight, there is another option on that property. Why should Lancaster County fully embrace the amended document for legal counsel for the successor development of the 2007 document? The lawsuit does not mandate a revival of the original development agreement, why not start over? I understand that something that was passed by the state legislature may have extended this but I don't believe the original developer is in business anymore. How is that right transferred to the existing group? The new development agreement needs to address the mandated \$100,000.00 payment on satisfactory completion of the development infrastructure to satisfy the land owners. The plaintiff's law firm should obtain satisfactory completion from an independent inspector and then submit an approval for payment document to Lancaster County. The initial stated \$100,000.00 for library books should not be applied to a donation of an easement for the Carolina Thread Trail. Most but not all of property along the creek is under one ownership; Pulte is not the successor developer. This donation of the easement is in a flood plain and should be freely given for the trail. The money should be applied to road improvements on Barberville turning into developments. Thank You

Gary Holland – 8728 Collins Road, Indian Land SC – When I look at this project and hear the comments tonight I see it is a lot more complex than what I initially thought. I was wondering first off if it was a PDD because it appears to be more complex than even

Ansley Park, Avondale, Queensbridge, PDD-26, PDD-27, or PDD-21. We all are aware of the complications and problems we have had and continue to have with those. When I read through the agenda packet I was wondering when I read about all the special waivers the special arrangements, doing away with permit fees; I was wondering if the firm Spencer & Spencer was involved. I was also wondering if the developer Pulte was involved. I see that is confirmed here tonight. I beg of the commissioner's to trust but verify. Please make sure that all the documents pertaining to this is given to you before you make a final decision on it. As far as the development agreement, I'm not sure what the arrangements or the wording of the development agreement is about which document controls. I would suggest that the Planning Commission consider that on this development agreement or with any development agreement coming forward, that the controlling hierarchy should be the State of South Carolina requirements first. The Lancaster County UDO should be second. The zoning ordinance that controls that development should be third. The development agreement should be last in controlling. Development agreements that we have seen just recently and they were having issues with; all of those development agreements say that they are controlling first. The hierarchy is that they are controlling first with UDO and Ordinance coming after that. As far as the rooftop fee, I think probably that rooftop was correct given that area and given the times that we are in right now and the tremendous needs that we have. I think the \$1,500.00 is way too low of a rooftop fee for the infrastructure needs that the Indian Land/Panhandle has with schools and with roads. Also, with the library donation, the library is in current need of expanding not only their facility but also their program. They are turning children away from summer reading programs because they lack the space at the Del Webb library. They do have some proposed plans for expansion but they don't have the funds to have it built. Lastly, the budget of Lancaster County depends on permit building fees. We need those fees. Every month council is given an assessment of where we are and where do we stand and how much money has the County collected in building permit fees. That is a huge part of the budget needs that we have to pay salaries and facility needs. I would ask that the Planning Commission if you have that right or have that authority, please don't give waiver on the permit building fees. Thank You very much for your time.

Jeffrey Kronengold – 811 Coral Ridge Drive, Coral Springs, Florida – If it please the commission the comments that I wish to address with the commission where addressed by Mr. Weaver as well as by Mr. Spencer so I'm going to waive my comment at this time.

David Durham – 165 Mills Lane, Fort Mill SC – I am the developer that Bretagne Holdings has hired so I can answer one question. I wasn't the original developer. I'll be happy to answer any questions on the development or the plans. I would also like to take this time to speak. I want to represent the 29 original families; the original property owners that survived the recession of foreclosures and tax sales for Bretagne. As a group they closed their homes starting in 2007 so that is nine years involvement in the project. Starting home prices from the \$150,000.00 range; you can imagine how this group felt when they learned the developer would not be in a position to deliver a finished neighborhood. This left them with a partially developed home site and as a result they

were unable to obtain a building permit or move forward with their plans. They now owned an asset with little to no value until the project could be completed. So nine years later we are at a point where we are in a position to try and complete the development. The delay of the project was completely out of their control and their influence but yet they bore the burden for the last nine years. They have continued to pay property taxes. They've had loan interest payments. They have paid legal expenses in order to protect that original ownership to get to this point where they are. However the groups of 29 families, the original owners, still remain excited about building homes in Bretagne and living in Lancaster County. We ask that you support the ongoing efforts to get this project started again. Thank You

Chaplin Spencer – 916 Myrtle Drive, Rock Hill SC – I have already spoken and if I'm the last one I can do the rebuttal now or wait. I've already spoken earlier.

Charles Deese – Thank you that is all that has signed to speak to this.

Moratorium Ordinance No. 2016-1403 – To consider enacting an ordinance that will create a new Moratorium for processing applications for district boundary amendments in Lancaster County north of Highway 5.

John Weaver – You will find in your packet an agenda item summary along with the three page moratorium. It is that same moratorium that I talked to you about during the time of the workshop. A change has been made from the original draft that I prepared and that is Item 1C which is "Termination of Moratorium". This moratorium will begin when it has passed 1st reading already by County Council. This moratorium will begin on September 1st 2016 and will end at its latest date on December 31st, 2016. Or it will end if earlier, the UDO passes not only the Planning Commission but three readings of County Council. You will see on the agenda item summary a proposed schedule as to when if everything goes as planned, the 3rd reading would be on October 10th, 2016. If it is delayed by County Council or delayed for further consideration by the Planning Commission, that will drop back. As you can see under no condition if it passes and assuming that it will, it will be by December 31st, 2016 at the latest. When the UDO passes the original Unified Development Ordinance and the Zoning Maps will automatically become void and deleted. The new one will go into effect the next morning at 8:30am. Thank You

IX. New Business:

a) RZ-016-004, Kim Lineberger: Discussion and Vote

Charles Deese – Mr. Rowe, do you have anything further?

Andy Rowe – In regards to Mr. Holt's question, I did the tally on all of the adjacent property owners and based on the assessors land use classification and this based on the Assess Pro software that we use. There were nine commercial adjacent properties, three exempt, four land only classifications, three non-qualified residential, six qualified

mobile homes, eight qualified residential, and eleven non-qualified mobile homes and one ag-use.

Jerry Holt – All of those homeowners did receive notice?

Andy Rowe – Yes sir.

Sheila Hinson – If anybody was going to complain about this it would have certainly been the church. I'm assuming you received no complaints from the church that was near by?

Andy Rowe – No.

Sheila Hinson – I agree with some of you that said this was very good for the growth of Lancaster County and I think it is. I think that should be taken into consideration. I am all for Lancaster County and I'm all for Kershaw as all of know. I think it is a very good thing and Kim I appreciate what all you have done as a woman and the steps that you have taken to do this as a woman. I hope you move forward.

Jim Barnett – I realize we have made agreements and plans in the past but I also realize that the economic condition in this county and to have this opportunity come before us in order to advance and go forward doesn't happen everyday. It is not like a developer is going to build houses next door to it. I think if you probably had to pick an area in the county, this would be about as good as any. It has all the opportunities and I am very impressed with the fact that we are already getting interest for this. I think it is a real opportunity for this county.

David Freeman – A will thought out plan, she did her homework.

Tommy Dabney – I would like to say I served on economic development as the chairman for a couple years and there are not many times that the state comes to us and brings projects to us. I think we should move forward.

Sheila Hinson made a motion to approve and David Freeman seconded the motion.

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – This recommendation will go to County Council in August.

b) RZ-016-005, Sergey Kalashnik: Discussion and Vote

Charles Deese – Mr. Cauthen do you have anything further?

Nick Cauthen – No sir.

Jim Barnett made a motion to approve and David Freeman seconded the motion.

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – It will go to County Council in August.

c) DA-016-001, Bretagne Development Agreement/Amendment: Discussion and Vote

Charles Deese – Mr. Weaver or Ms. Karagounis, anything further to add?

John Weaver – No.

Jerry Holt – Mr. Chairman I have a number of comments. First of all, if any of the commissioners are not familiar with the history of this development. You can google the original project name and see a really slick video on the image that these homeowners bought into. There were originally very great plans for that. I agree that we need to do something to help with the homeowners but I do have a concern about the way that we are approaching it now. Very fundamentally my concerns stems from what has bit us in the past. If we go back to something like Ansley Park; it started out as a development that had one image, it was one large tract. Then it got separated and we took actions on different pieces at different times. We came up with conditions that most of us didn't like and it's still plaguing the council to this day. My concern with this one is that on the one hand we are acknowledging that the original development agreement is not applicable. When I look at page 146 I believe it is of our package there is a letter in there from Mr. Willis to another party that does say that the development agreement was terminated. Yet on page 162 there is a section that relates to phase 7 and it's a footnote, it's not page 162. On page 101 there is a footnote in there that says that the original development continues for phase 7 and I've just learned that phase 7 is now being developed by TDON. My concern is that we are appending to an agreement that not all parts of it are dead. In the back of our package we have an abridged portion of the courts decision. The county was a party to this court decision and there were some commitments in there that were made and one of the things is the \$100,000.00 for future infrastructure. Then it says as long as the infrastructure is completed within five days, five years, of the date of this release and agreement. Yet what we were given because this is an abridged portion of the court settlement; it doesn't say what the date of that agreement is. So I don't know what the county is still obligated for. Mr. Spencer made the comment that we can't do a new development agreement because the lots are already platted. We have heard that a development agreement really, is just a contract in this case between the county and a developer. I would propose that we not try to modify something that's got some things in there that can later be harmful to the county or the homeowners or the developer. We say that one may be dead and there may be some pieces of it alive; there are some pieces that were controlled by the court that we can't do anything with now. Let's treat this from scratch and not tie into the old one and let's not even acknowledge the old one. Let's treat this as if it were a stand alone brand new development agreement with certain rights that we know that it has because the

infrastructure and the lots and things that are in there. One of the other things that we get into now and I think Ms. Karagounis mentioned in her narrative that was in the package and it had to do with densities. The densities are .97 lots per acre but if that's accepted for these 142 lots, then the remaining lots that were defined in the original development agreement are going to have to be on a two acre minimum size lots. My feeling again is, that by relating this back to the existing one which may or may not be dead; somebody is going to come back later and say you can't make me build one lot, one home on two acres because I've got these other rights. Let's not get into that and add to the confusion. Let's start with a contract whether it's a development agreement or not. Let's start with a contract and pick up the relevant pieces. Another part with what we have and where I'm confused is that there are I think 13 letters in here again from the county to homeowners at the time. I don't know if they are still homeowners or not but it waives building fees. Well if they have since sold that property and there is a new property owner, are they waived for them too? That also had an expiration date of something. There are too many unknowns that are going to add to confusion and create problems if we acknowledge that we are amending a document rather than saying we acknowledge it's there but here is the new stand alone and here are the terms. I don't have problems with the terms that have been defined in the amendment that Mr. Spencer has prepared. I don't have any issues with that and I think that we should move forward. On page after page I go through here and I've got questions about does this still apply. Who is this person or this group and what our obligations are and what theirs are and those kinds of things. I think we are opening Pandora's Box if we try to amend that agreement.

Charles Deese – Mr. Weaver can I get you to come up, I would like some clarification. I feel like even though this thing is in place and has been in place for a long time, can it not be reworked, rewritten, to contain just the area that we are discussing – 1,2,3.

John Weaver – That is what a first amendment is intended to do. What are you trying to accomplish? What are you looking for as a recommendation to council?

Jerry Holt – Well there are some things in here Mr. Weaver in fact, the one footnote that I mentioned that states that. Let me find it again. On page 101 it says and it's a footnote. The original Bretagne Development Agreement will continue to apply to phase 7. I don't think that if we are doing one for phase 1, 2, and 3, that we even should acknowledge phase 7. We should be focused specifically and only on 1,2, and 3 because that is what these homeowners are after.

John Weaver – That is exactly what that is intended to do. That this first amendment is only applicable phases 1, 2, and 3 and it is not in any sense applicable to phase 7 and phase 7 is still bound by the original 2007 development agreement and those terms.

Jerry Holt – Can we continue with this dialogue?

John Weaver – Sure.

Jerry Holt – I'm looking at page 162 in the section with the court settlement agreement. On the next to the last line from the bottom in B; Lancaster County will commit a \$100,000.00 for the future infrastructure development as outlined in the development agreement between the county and the development group. So long as the infrastructure is completed within five years of the date of this release and agreement; there was nothing in this section that we were given that shows what the date was on that. So I don't know if that five year period is expired or not and if it does, and the next piece is related to that, if you go to page 163 and look at C and D; I guess the county will waive the rooftop fee. That waiver will be effective only for a period of five years from the date of this release and agreement. In D it says Lancaster County will waive the building permit fees for the plaintiffs for the lots they own in this litigation for a period of five years from the date of the agreement. There is not a homeowner out there I don't believe who can start building probably this year because of the state of the rest of the infrastructure.

John Weaver – That is right.

Jerry Holt – In all probability they are going to be outside of the five year window. I don't know when that clock started and when it ends.

John Weaver – I don't know why the entire document of the settlement is not in there. If you will look on page 158 and 154; these letters where they waived the fees, they are all dated September 30th, 2014. I would suggest to you that while I was not involved with this and not working here then, that the settlement agreement was at the same time within a day or so of the time these letters were written. It also says September 30th, 2019, so they have five years to do that. The reason as I think all of you know, the reason this thing is so out of whack is that the county failed to call a substantial letter of credit and had we done that they would have roads and infrastructure and everything. We didn't do it. We were sued because of that failure and the case was settled and resolved and as part of that resolution we agreed to pay the attorney who represented. We agreed to pay \$100,000.00 towards future infrastructure. I have talked with Mr. Durham and Mr. Spencer and they both realize if it's going to be our money, if it's going to be taxpayer's money, it has to go through the procurement code. It has to be bid and will not be paid to somebody that just comes by and says I would like the job. It will be handled just like it was a county job. It won't be the county doing it but that is what I can tell you about that. I do not what I'm about to tell you for certain but as the gentlemen said, in addition to paying \$210,000.00 for a lot he has never done anything but walk on. He is going to have to pay \$36,000.00 more dollars out of his pocket to pay for these roads and pay for this infrastructure and get to the point where he can get a building permit. I am not certain of this but I think there will likely be a leaning of council that this \$1,500.00 will likely be accepted and may even be waived itself as an effort to rectify the situation that the county was at fault in creating. That is for Ms. McGriff and the six others and not for me.

Charles Deese – Mr. Willis will you come up please? I will let you if you will walk over here and look at this document that I've got open in this book.

Steve Willis – I don't have a packet.

Charles Deese – The letters that you signed about this, waiving the building permits, zoning fees and such. In your memory, and I know that you have a good one. Can you recollect the approximate time that these letters were sent out?

Steve Willis – It would have been roughly around that date they were all prepared and sent to the attorney that was representing us through the Association of Counties. That was part of the court order settlement; everything was distributed as part of that court settlement.

Charles Deese – That would have been done relatively quick after the settlement.

Steve Willis – It would have been somewhere approximately the end of September 2014. I couldn't tell you an exact date because....

Charles Deese – I'm not holding you to exact dates just to clarify. Thanks

Jerry Holt – Let me ask you how you would prefer to proceed. I know that our charge is just to make the recommendation for the development agreement committee. I've got notes spread throughout this. One of them that is probably still relevant and we talk about in the work session that is still not answered, at least in the document the current state that I have; as to do with the Thread Trail. It still says something to the effect that the developer will consider dedication of land to the Thread Trail. There is no commitment that they will do so and even if they were to do so, it would appear to me that the only place where they could make such a commitment would be in phase 1. Looks like phase 1 is the only one of phases 1, 2, and 3 that runs along Sugarcreek and therefore that is the only place where we would probably want it rather than meandering up close to the road. We can't do anything with phases 4,5, and 6 and we can't do anything with 7.

Penelope Karagounis – Just for you to know Mr. Holt, phases 4,5, and 6 which is Estates at Audubon Lake; they did when it came through a preliminary plan process they donated a 100 foot easement for the construction of the Carolina Thread Trail. So the county actually has the 100 foot easement today for phases 4, 5, and 6.

Jerry Holt – Ok, then as we go through this looking for Planning Commission's recommendations I would again state that the recommendation needs to be that this document does include a commitment for as you suggested a ten foot wide trail, natural trail and mention the composition through phase 1. I think we should specify that so we are not asking for anything to go through the other two phases since they are not in the area where we would want it, I think. Do you agree with that or did you have something else in mind? I don't know where it connects in 4, 5, and 6. I thought it was along the creek also.

Penelope Karagounis – It's along the creek.

Jerry Holt – So then phase 1 is the only piece that is relevant for here. On the density calculation and it's on page 96 in the packet and we just talked about that. The density is not even 7 per acre and it leaves open the exposure for what we do or what somebody does with phase 7. If we are tying it back to the original document then I assume that consideration needs to be given to phase 7 which is one more reason why I would like to see this more as a stand alone but I made that point. Next with the building fees, what is waived, how long, that has been addressed now. Page 146 was the letter from Mr. Willis to Mr. Richard Unger in which it states that the original development agreement has been terminated as to the property of REDUS South Carolina, LLC. Basically none of the portions are obligated to perform any of the obligations....unable to hear complete sentence. So again it begs the question, is the other one completely dead or not and it bothers me.

Penelope Karagounis – That letter was specific for phases 4, 5, and 6.

Steve Willis – That was through Mike Ey, McNair Law Firm to the folks at Parker Poe property of REDUS and the bottom paragraph is the controlling one and I confirm to you that Bretagne Development Agreement no longer applies to the property for any purpose whether benefit or burden by virtue of the courts order and the foreclosure action identified as case 2009CP29621. That applied just before 5 and 6 and that is because the court removed 4, 5, and 6 from the development agreement. That was bankruptcy court.

Jerry Holt – So the intention with this letter was not to declare the old development agreement dead?

Steve Willis – Just for sections 4, 5, and 6 by order of the court.

Jerry Holt – The request is in the new document and drafted such that the \$100,000.00 payment by the developer would no longer be required. This was what was originally earmarked for the library. On page 72 of the document and this really gets into lot design. Where it talks about conditions and exceptions and bullet #3, the piece that I was interested in was side setbacks and it does specify side setbacks must be at least ten feet. I want to make sure that is still within the current development agreement.

Penelope Karagounis – Like Mr. Spencer had noted, because this is a development agreement and because phases 1, 2, and 3 have been final platted all these conditions that the developer at that time agreed with the county; was made on that final plat that was recorded. So it's not changing because those homeowners that have those lots have a recorded final plat for phases 1 through 3.

Jerry Holt – Page 75 specifically in item (G) where it refers back to Ordinance 663 and it says the agreement has to have certain information and item (G) discusses the reservation or dedication of any land for public purposes. That again goes back to the Thread Trail and we don't have any commitment yet for that. I think that needs to be part of a

negotiated development agreement. If the original development agreement is still in play, that has got an end date of somewhere out because of what the state did to extend the life of these things.

John Weaver – At the earliest if the state legislator had never acted it would still be alive until 2017 but because of what they have done it's added about six years.

Jerry Holt – Ok, because some of these things talk about a ten year life which would have put it around June of 2017 expiration that is no longer valid?

John Weaver – No sir.

Jerry Holt – On page 119 at the very top of the page; the county acknowledges that Bretagne Development is a restricted access community. Is that still the plan?

Someone stated “Yes” but unable to distinguish.

Jerry Holt – Not as relevant anymore since they are going to have private roads anyway and they may not have been at the time. That is all I had Mr. Chairman and again what all that nets out to be is the fact that I think there are so many bugs in the original development agreement. I would recommend that we try and divorce each document from the original. That is a legal decision and not our decision I guess.

Jim Barnett – The other sections are out and they are not in this agreement. They were excluded by what Mr. Willis just stated.

Charles Deese – Do I hear a motion?

Jerry Holt – Well what it is we are looking for? A motion for a recommendation to the development agreement committee?

Penelope Karagounis – I guess Mr. Holt made some suggestions. If anyone is going to second what the motion.....was that a form of a motion?

Charles Deese – He did not make a motion.

Jim Barnett made a motion that we approve the agreement with the exception of the clarity on the Thread Trail to be added to it; David Freeman seconded the motion.

Charles Deese – We have a motion and second that it be adopted with the clarification that the Thread Trail clarified and added to the agreement. Any further discussion?

Jerry Holt – I would like to offer an amendment that included in that recommendation that we suggest that the attorney's or the development agreement committee look for a way to create this is a stand alone document as opposed to an amendment to the existing development agreement.

David Freeman – The judge took that out at bankruptcy court Jerry. That is no part of this anymore. That is what they are telling us.

Jerry Holt – Well, it still exists and there are still ties to it. As we just heard the original development agreement has setbacks, it has lot designs, and it has some other things that still give it life. There could be some things that are not addressed in this document that we have not anticipated in this.

Charles Deese – I've got a motion to amend.

Jerry Holt – Correct.

Charles Deese – The motion to amend is to request that the attorney's try to make this a stand alone document to cover Bretagne 1, 2, and 3. Is that correct?

Jerry Holt – That's correct.

John Weaver – I assure you that issue will be researched by both the county and by the developer and by the developer's council and that an opinion will be rendered to the council committee as to whether or not that would be legal or not.

Jerry Holt – That is what I'm asking for.

John Weaver – Yes sir.

David Freeman – Can you do it that way, on a suggestion?

Jerry Holt – There is not a second to the amendment yet.

Charles Deese – The motion is to amend, do I have a second?

Tommy Dabney seconded the motion.

Charles Deese – We will vote on the amendment first. The amendment is to request that the attorney's try to make Bretagne Phases 1, 2, and 3 a stand alone document and separate it completely from 4, 5, 6, and 7. Is that correct?

Jerry Holt – That is correct.

Charles Deese – We will vote on the amendment first.

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – The amendment passes. The original motion to approve with the Thread Trail included in phase 1, it is already approved in 4, 5, and 6. Is that correct Ms. Karagounis?

Penelope Karagounis – Phase 4, 5, and 6 is no longer.....interruption Estates at Audubon Lake and that is a 100 foot easement for the Carolina Thread Trail. That has not been constructed and it's just an easement.

Charles Deese – But the easement is there?

Penelope Karagounis – Yes sir.

Charles Deese – Mr. Weaver.

John Weaver – The proper motion would be a motion to approve the original motion of Mr. Barnett as amended by Mr. Holt and that will cover it all.

Charles Deese – The motion is amended and you heard the statement. Any further discussion? Can we have a roll call please?

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – 7-0.

d) Moratorium Ordinance No. 2016-1403: Discussion and Vote

Charles Deese – Mr. Weaver do you have anything further to add?

John Weaver – No sir.

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

VOTE: 7 AFFIRMATIVE 0 NEGATIVE MOTION CARRIED

Charles Deese – This will go to County Council in August.

Tommy Dabney – Mr. Chairman, are we locked in on using this agenda?

Charles Deese – No, this is the first time you've seen it and the first time I've seen it.

Penelope Karagounis – This was just a suggestion from the consultant to take a look at revising the actual agenda that we use in order to have a better process. If people are here to speak and instead of staying late at night for the public hearing; they can come speak up front and leave. That was just a suggestion from the consultant and I'm more than happy if you would like to go back to the old one. It is nothing set in stone. This is just a trial basis.

Tommy Dabney – My concern is when we are discussing cases and then we move away and go through several more, then when you go back to it and there are things that you may not necessarily remember. If you do it all at one time it works better.

Penelope Karagounis – We were really not supposed to have discussion. It was supposed to be where the planners give the presentation and then the applicant speaks. If there are no other presentations then it goes into the public hearing. We close out of the public hearing and then the applicant is the last person to have a rebuttal based on the public hearing comments. It then goes to discussion and when it comes to the discussion that is when we have dialogue between staff.

Tommy Dabney – Yes but we have other items brought before us before we discuss.

Penelope Karagounis – If everyone wants to go back to the old agenda I don't have a problem. I just want to make this Planning Commission more effective and whatever pleases everyone, it will not hurt my feelings. I have no problem going back to the same agenda.

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

VOTE: UNANIMOUS MOTION CARRIED

Respectfully Submitted,



Charles Deese
Chairman



Penelope G. Karagounis
Planning Director

Judy Barrineau

From: Rhenate Heyward <raesunshine53@outlook.com>
Sent: Monday, July 18, 2016 12:25 PM
To: Planning Mailbox
Subject: Reconsideration hearing

Hi,

My name is Rhenate Y. Heyward, I reside at 2469 Redmayne Lane in the Arlington subdivision. I am writing to you again against the building up of the land behind my subdivision. I know there is a reconsideration hearing on Tuesday concerning this matter. The results will still be the same if this is allowed to happen. The roads on Calvin Hall Rd. and highway 160 are only 2 lanes. There will be more traffic congestion and the schools are not able to handle the influx of more students. I am again writing against this being approved. Please take this into consideration for what this what mean for us who live in this area.

Thank you,
Rhenate Y. Heyward

Alex J. Moore

From: Benjamin Levine <benjamin.d.levine@gmail.com>
Sent: Tuesday, July 19, 2016 5:26 PM
To: Alex J. Moore
Subject: Planning Commission 7-19 comments

Ben Levine 5062 Terrier Ln. Indian Land.

My comments for the Planning Commission are regarding the 2 Capital Partners apartment complex. This item has come back for reconsideration even though they're not expecting that any other information has changed other than their plan to address some of the items from the last meeting.

It does not look like the entrance /exit from Highway 160 has changed location from the previous meeting. The County Planning Commission is not usurping the South Carolina DOT by not accepting the location of the entrance. An example of the county usurping the South Carolina DOT would be if the Planning Commission wanted to put an entrance where the DOT did not approve. The current entrance location and limited number of lanes were referred to by our own planning department as a design that was set up to funnel traffic to the Calvin Hall entrance. If this is the case then the Planning Commission should approve the complex with a limited number of 150 Apartments until they have an entrance which satisfies the Planning Commission as a fully functional entrance which is in a location that works with the future planning of our county. We are about to have a five-lane road with four intersections within 1/4 mile if you allow this entrance instead of making it align with an existing intersection.

- Ben Levine

Schedule C

Gary Holland 8728 Collins Rd.
Phyllis Sklar 2087 clover hill
(Did not speak) Road.

July 19, 2016 Planning Commission Reconsideration request for SD-016-003:

Mr. Chairman and members of the Planning Commission thank you for taking my comments.

What is the Basis for Reconsideration of Two Capital's Preliminary Plans? Section 8.7.10.20 states the Planning Commission MAY reconsider any review under two conditions:

1. When requested by the governing body, County Council.
2. Or, when an applicant brings to the attention of the commission new facts,

According to this section of the UDO only the Council can request and the applicant must provide proof of new facts in order for a Reconsideration to be acted on.

As residents of Indian Land we request you deny or postpone indefinitely this Reconsideration because of the following:

1. There was no mistake made by the Planning Commission and there is no new information from the applicant, therefore, their request for Reconsideration is improper.
 - a. Mistake of fact in other matters not the fault of the applicant which directly affected the review.
 - i. Primary reason for rejection was alignment and access to Hwy. 160. (based on what fact and does the minutes confirm this claim? There were no conditions for denial.)
 - ii. Demanded alternate access, which overrode agency, SCDOT. "The PC cannot override SCDOT on access to roads." (based on what fact and does the minutes confirm this claim? I was at that meeting and I don't recall any such demands.)
 - b. Other objections to the plan were not addressed adequately and made a mistake by thinking the Fire Marshal had concerns.
 - i. As a result demanded more than UDO required. (based on what fact and does the minutes confirm this claim? Here again the motion was not based on any conditions.)
 - c. Therefore, the applicant is submitting a revised site plan with changes that will enhance the project and surrounding areas. (I don't think you can submit a revised plan to a Reconsideration hearing. Pretty much need to Reconsider what was submitted originally and what you claim was a flawed review) I think this call for Reconsideration by the applicant and his attorney is nothing more than an attempt to obtain a fee free "do over" by submitting all new plans!

2. We ask that you **Deny or Postpone Indefinitely** this request on the basis that the claims are unreasonable, improper, frivolous, and according to Chapter X of Robert's Rules are Dilatory or put forth in an attempt to cause a delay in resolving the real issues.
 - a. I believe the minutes from the May 17 meeting will show that a motion was made and recorded that simply "denied" the Plans as presented. There were no conditions of denial, but rather Plans were submitted by the applicant that did not warrant approval, therefore denied 5 to 2. It is the authority of SCDOT to grant access and it is the authority of the Planning Commission to either approve or deny based on UDO, State Code, health and safety of its citizens, and/or the zoning Ordinance.
 - b. The request as submitted and presented on July 7 violates the UDO Section 8.7.10.20 whereby Planning Commission may *reconsider any review*. Applicants letter asks "for Reconsideration of May 17 Review" yet:
 - i. Submits revised site plan other than the May 17 Plans for Reconsideration. A request for Reconsideration is not to be abused by attempting to use it as a reapplication without proper notice, application, and fees, therefore their request should be ruled as invalid. **If their claims about the May 17 review are true then why submit Revised Plans?**
 - ii. UDO Section 8.7.10.20 allows for Reconsideration when applicant brings to the attention of the Commission New Facts. The facts presented at the July 7 Workshop and listed in the letter were all discussed during the May 17 original review. Therefore, there are NO new facts brought to the attention of the Commission and their request should be ruled as invalid.
 - iii. I don't think the minutes of the May 17 meeting would show there was a mistake of fact in the original review. The applicants June 10 letter fails to point that out as well. Therefore the request is invalid on that point alone.
 - iv. Furthermore, the applicant with these frivolous claims has violated the spirit of compromise by the false assertions that the Planning Commission made a mistake, when the facts prove otherwise. Section 13.6.2.4 states the "Planning Commission may seek to resolve conflicts by mutual agreement." Has the applicant with these false claims violated that trust?
 - c. There were NO clerical errors to correct.
 - d. There were NO matters affecting the results of the review that were not the fault of the applicant.
 - i. The Planning Commission did not tell the applicant what land to purchase.
 - ii. As a matter of record it was not the Planning Commission that spoke to SCDOT about locating the access to Highway 160.
 - iii. The Commission simply ruled on the applicant's location and access in relationship to allowing the requested 313 apartments.

The Two Capitals Plans as submitted still do not comply with the following UDO Sections:

· UDO Section 13.7.8.9 One Access Subdivisions.

- The Planning Commission may increase the number of dwelling units allowed with only one point of access up to 300 dwelling units IF design features are provided to accommodate the traffic and reduce safety concerns brought about by the additional dwelling units. (max. 300 not 313 and access B proposed location does not accommodate traffic and reduce safety concerns).
- (b)(1) Access into and out of the subdivision divided entrances, extra turn lanes, etc.
- (b)(2) Provision of emergency services intermediate turnarounds at least every 1000 feet up to the point where an intersection is located, divided entrances, extra lanes, special points of access, a minimum turning radius of 60 feet, etc.

· UDO Section 13.7.10.3 Road System Coordination, subdivisions.

- Roads shall intersect with surrounding collector or arterial roads at safe and convenient locations and shall connect with surrounding roads where necessary to permit the convenient movement of traffic between residential neighborhoods any emergency service vehicles or for other sufficient reasons.
- In addition, when a parcel of land is developed, one stubbed out street shall be required to be provided to any adjacent undeveloped parcel used for a single-family home that contains a minimum of five (5) acres. The streets shall be constructed with a temporary cul-de-sac or turnaround.

· UDO Section 13.12.2 Administrative procedures and review process.

Section 13.12.2.2.a.i states – “Applicant or owner shall submit a complete site plan to the planning department for study. The staff and other agencies as appropriate shall review the proposal for compliance with the comprehensive land use plan and the regulations herein, the objectives of the district, and the suitability of the site for the proposed project.

My question would be - was this done? Did SCDOT and the Fire Marshal, and all other DRC agencies study, review, and act on the UDO and the Ordinances governing this proposal. What documents did SCDOT consult in their assessment of determining location of access? If they did not review the proposal for compliance with the comprehensive land use plan and the regulations herein then the Planning Commission is under no obligation to follow their comments made per Exhibit 14. What documents were they provided, ie ordinances, UDO references, approved Master Plan (if needed), etc. But if they don't follow these documents how do the Commissioners know their comments are in compliance.