



table of uses, and zoning map. They were very appreciative for us taking the time to provide information about our Unified Development Ordinance rewrite process. It was a positive meeting and they provided us with lots of feedback. They thanked us for allowing them to be part of the process before it goes to the public hearing process next year. In addition to working on completing the chapters for the UDO, Kara Drane and I are in the process of following up with submitted comments from property owners and with property owners that have expressed an interest in participating in the process and providing comments on the new proposed zoning districts. Due to the time needed to finalize the remaining chapters of the new UDO, the focus group sessions will need to be conducted in January, 2016. The public hearings on the new Unified Development Ordinance and Zoning Map are planned for February, 2016. We will be providing you an updated timeframe and work program for the Lancaster County Unified Development Ordinance Update for Phase 2. For the Planning Commissioners that need continuing education classes, please sign up with Judy Barrineau in regards to the Orientation 1 and 2 for new board members. As for the other requirement each year for the Commissioners of 3 hours, the County will be providing one last opportunity to meet your continuing education class requirement Thursday, December 10, 2015 at 4:30p.m. in the Lancaster County Council Chambers. The majority of you attended the webinar in May but if you are short of three hours this is your last opportunity for the year so please contact Judy Barrineau. The entire Planning Department would like to wish everyone a Happy and Safe Thanksgiving. We are thankful to have such committed and responsible Planning Commissioners on our board.

**RNC-015-023 – Road Name Change Application – Spring St. – Heath Springs**

Nick Cauthen – Presented the report.

Jerry Holt made a motion to approve with the road name change of Kershaw Camden Highway and Sheila Hinson seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

**RNC-015-024 – Road Name Change Application – Springs St. – Kershaw**

Nick Cauthen – Presented the report.

Sheila Hinson made a motion to approve with the road name change of Day Street and Jerry Holt seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

**RNC-015-025 – Road Name Change Application – Railroad Avenue**

Andy Rowe – Presented the report.

Sheila Hinson made a motion to approve with the road name change of Cannon Street and Jerry Holt seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

**PDD-015-027 – Avondale – The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to ± 179.35 acres of property.**  
Alex Moore – Presented the report.

John Carmichael – 101 N. Tryon Street, Suite 1900 Charlotte, NC 28246. I am with Robinson and Bradshaw in Charlotte and together with Ben Johnson we have been working with the applicant Sinacori Builders. Ben Johnson has appeared before you on this matter but he was unable to make it tonight. I'm happy to be here in his place representing Sinacori. I do want to thank Penelope, Alex, and John Weaver for being so generous with their time and working with us on rectifying any deficiencies in the PDD and the development agreement. One of the goals and purposes of the meetings that we had was to bring this request in compliance with the various requirements of your ordinance. We think we have satisfied that goal and we are appreciative of the time and guidance that they have provided. Alex did a very thorough job in discussing the roundabout. In addition to the monetary contribution, Sinacori would also dedicate a no cost to the State or to the County right of way reasonably required to construct and maintain the roundabout. That may be self evident but I do want you to be aware of that. With respect to the buffer to eliminate the berm, we kind of felt that there was a conflict between providing a buffer and also providing a sidewalk within the 30 foot buffer. That was the purpose of that variance request. The second variance request is right there in the bottom right hand corner of the plan. It's in Village C adjacent to the southern most access road from Harrisburg Road and the request is to reduce the buffer that would be 40 feet down to a range of 10 to 20 feet. That is because it is very narrow there and then you have the access road; so you are really buffering a road there as opposed to a use. Hopefully folks find that to be acceptable. We do have the architectural requirements that have been added to the PDD to hopefully ensure the aesthetic quality of the development. We are happy to answer any questions that you may have whether it deals with the PDD or the Development Agreement. I have with me tonight Mr. Peter Tatge of ESP Associates who has prepared the master plan. We also have with us tonight Ed Estridge and Russ Sinacori, Sinacori Builders, and Jake our traffic consultant is here as well. We are happy to answer any questions you may have.

Penelope Karagounis – I just wanted to request that we only discuss the Planned Development District at this time and we will move to the Development Agreement after the vote is taken for the PDD.

John Delfausse – 7228 Shenandoah Drive, Indian Land. I'm here as it relates to the Avondale Development Plan to support the decision of the Planning Staff to recommend a roundabout at the intersection of Harrisburg Road and Calvin Hall. Anybody who has spoken to me about roads or knows me very well knows that I'm very passionate and a proponent of roundabouts. Every time I'm sitting at a traffic light I said I would rather be going slowly through a roundabout and safely reach my destination that to be sitting at a light burning fuel and polluting the air. Roundabouts are really being used all around the world and the US as well; the preferred design for intersections. There are a lot of

reasons for that. As a matter of fact there are some states that actually require the SCDOT to prove why a roundabout isn't the right solution before they recommend something else. I have put some information together that comes from the Federal Highway Administration in Washington. The first improvement is about safety and the SCDOT is all about safety and we have a school right up the road so safety is probably the number one concern here. You enter a roundabout at 15 to 20 miles per hour so you are slowing down. Traffic moves in one direction kind of clockwise around the roundabout and there is no one trying to beat a light or trying to cut across traffic. It also eliminates any head on collisions or T-bone collisions. If there is any kind of interference between cars it is really a side swipe or something like that. The facts are as this relates to in numbers; a 90% reduction of fatalities at intersections. It relates to 76% reduction in injuries, 35% reduction in all crashes. The biggest thing regarding schools is a 40% reduction in pedestrian collisions as well. For a safety standpoint in every way, roundabouts make an awful lot of sense. They also reduce congestion. Basically they move traffic efficiently at peak hours as well as all other times. There are studies that will show that depending on the area and the roundabout and the traffic situation it will really actually reduce delays by 20 to 89 percent. It actually reduces 56% of stops in that intersection. I really believe if you had roundabouts on Highway 160 you could probably eliminate having to go to two lanes because it's not about the lanes it's about moving traffic through intersections where traffic comes together. The third big advantage is reduction of pollution and fuel use. There are fewer stops and fewer hard accelerations and less time idling. You are talking about a 30% fuel cost saving to drivers. Roundabouts save money; I've heard some discussion about the dollars that are available for this roundabout. My experience is that a single lane roundabout usually runs about \$250,000 dollars and I heard that you have \$170,000 here and a \$100,000 from the school. We will see what the study comes out at but quite honestly most of the expense's other than that are right of ways. One of the advantages of a roundabout is you have a single lane leading into a roundabout and you don't need your right turning lanes or your left turning lanes and they take up an awful lot of room. The residents around that area actually should have a smaller impact. Penelope talked about trying to realign; if you have a light you have to realign the roads. Roundabouts are the way to design the light or bring the traffic in from wherever you are coming. Roundabouts save money and really there is no equipment or mast arms for lights, lights to maintain, they say the cost of building is about the same as an interchange; I find that hard believe because it's really only signs and curbs and putting down a street. There is a savings of \$5,000 dollars per year in power. Smaller roundabouts may require less intersections and less right of ways and often less pavement is needed. I think one of the biggest things especially for the residents who are living in the area and who are currently there is that it compliments community values. You have a quieter operation. You don't have people coming to a stop and you don't have people starting up their cars. It can be beautifully landscaped and it generally compliments the area. People don't understand roundabouts and basically the Insurance Institute of Highway Safety has put out a lot of studies which state before roundabouts are built you have about 31% favorability and 41% strongly opposed. After you start using them 63% favor them and only 15% oppose, so it's an issue of getting experience with how they work and how they operate. I look forward to seeing a roundabout at Calvin Hall Road.

Ben Levine – 5062 Terrier Lane, Indian Land SC. – I'm happy to see that there have been a lot of red lines in this ordinance and the density seems to be calculated correctly now. One thing I noticed and I think needs to be addressed particularly for the developer's take is if you look on the master plan here, the section for the senior village, the wording on that is up to 21 acres so it has been given a maximum. There is no way to get 200 senior units in 21 acres without having a density of nine and a half which is above the given 8. Perhaps that just needs to be altered so if they change Calvin Hall Road to swing further South and they add some more acreage to that section then they will be able to get the full 200 in there. As it is written now they may be overpaying for the per dwelling if they can't actually get the 200 in there. The other thing I wanted to discuss was the four acre donation land. Right now it is being used towards the calculation of density for that section; I'm curious because there has been some discussion to be able to use that four acres. One if the county wants it, the other one if they don't want it; and it's used to develop some commercial space on there. It's seems to me that the four acres if the community takes it and uses it for a civic use, would be considered open space for the senior residents. In other words, they would have some accessible open space. Now the UDO states that open space should be accessible within a quarter mile from all the residents in a PDD. If that four acres is not used by the county as some sort of park or civic use and it is instead used to develop more commercial space; then it would appear there would be no accessible open space from the residents in that community. I'm wondering at that point does that four acres get subtracted from the density calculation used for that particular village. I don't think that is explained very well in the PDD; the one section where it is covered is Section 24 of the ordinance where it discusses Density (A). Where it says the land in Village A which may be devoted to Civic/Institutional/Park & Recreation Uses shall be utilized and considered when calculating the overall permitted density of the entire development. It states there are no exceptions if it's actually developed for commercial space. The last point that I would like to make is just regarding the building height; whether we are talking about the townhomes or the commercial space. I have a picture here and I'm not sure if everybody is familiar with Harrisburg Road Elementary. That is what was used to make the initial height of the commercial space where the developer said they measured the height of the building to be 46 feet and that is where they got their height of 50. There is really nothing else around in the area that is that height. A very small portion of this building is actually that 46 feet if this is what they shot. It's maybe 15% of the building is actually 50 feet high. The rest of the school actually appears to be less than 30 feet high. It just shows that in this area there are not really buildings with that given height. If you go more towards Highway 521 there are but not in this actual area.

Gary Holland – 8728 Collins Road, Indian Land SC. I believe the Clerk has a list of recommendations that I would like to present to you during my time. I would like to mention that back in July when you took action on this particular PDD the recommendation from the planning staff at that time was to deny and the statement was made that although Lancaster County currently has 26 PDD's; Planning staff has consistently recommended denial of this proposals. This is due to the fact that such developments place a tremendous strain on county services. I know Alex did a good job laying out the reasons why they now want to change that to approve this but still the facts

remain that the stress is still there on infrastructure for a PDD. Looking at the recommendations you have before you, if you do approve this tonight I would like for you to consider one or more of these recommendations. Number one is to recommend that Section 10 (b) 4 Buffers be amended to make every 50 foot buffer undisturbed rather than just a portion or 40 foot of that. For Code Enforcement and for the developers themselves, I think it would be simplified a lot to say that all buffers will be undisturbed. Number two, I recommend that in Section 10 (b) 4 Buffers be amended to deny the two variances from buffer standards adjacent to Village C. There are several reasons there but the buffer is put in place to protect and separate homeowners from a PDD. There are homeowners on both sides of that particular section where they are requesting a variance of either ten to twenty feet. Number three I recommend that Section 11 and also Section 26 that the County would accept the four acres and if the County and Parks and Recreation is not interested in taking that in then maybe it could be donated to the school. Number 4 I recommend that Section 11 (c) and this also pertains to the same recommendation there is not only for 11 (c) 1 but also for 11 (c) 3, Section 17 (c), and also Section 22; what I'm recommending is that you replace the word "developer" with the phrase "property owner". In July when you look at this it was "property owner" and now in those particular sections it has been changed from "property owner" to "developer". We all know full well that at not all times is the developer the one in the same with the property owner. The property owner is the one who signs the development agreement and also signs the ordinance as the property owner who should be responsible to the county for adhering to any ordinances or development agreements. The reason this is important to me is because Pulte right now is building Queensbridge right beside of me and they are not the owner. They are the developer and they are involved in mass grading and timber harvesting. They have not agreed to the county that they would adhere to the ordinances or nor have they agreed to the county that they are going to follow the development agreement. So it is important to me that this go back to the July wording of property owner rather than developer. There must be some concern also from our attorney because in Section 30 there is an "if" clause put in there that if this developer does not procure that property and become the property owner, then it will revert back to present zoning. Number 6 I recommend that Section 12 Setbacks and Yards be amended to establish the minimum side yard at 7 feet rather than 5 feet as written in the ordinance. This is a safety issue from my opinion. Lastly, recommend that the master plan exhibit A, include a note on the master plan which states that the buffer adjacent to parcel number 079.00 must be a minimum of 40 foot undisturbed. If you look at the master plan right now that is not clearly specified or marked. One other last point that I noted here that is not on your sheet; in UDO Section that refers to perimeter buffers, it says that 40 feet is not allowed to be used as open space. If it's a 50 buffer then 10 feet can be used.

John Carmichael – In terms of the definition change, property owner is defined as the developer of the property or as to a particular village or component any single sub-developer of the property; so those definitions are tied and we are happy to clarify anything that needs to be clarified. That is on page 7 of the PDD and the only other thing that I would mention is that the first variance request; get rid of the berm and the 30 foot buffer next to a road. So that buffer doesn't buffer any single family home, it buffers a road and as to the variance request with respect to the access road; that buffer is buffering

a road. That is the only thing I would like to reiterate there and that's all I have unless there are any questions.

Jerry Holt made a motion to approve subject to conditions and Jim Barnett seconded the motion.

Jerry Holt – In the PDD it refers to perimeter buffers as being 40 feet yet as I look at the map, the one shown up here and the one we received labeled Exhibit 3; it shows a 30 foot landscape buffer all along Calvin Hall Road next to Village E, Village D, and along Harrisburg Road on Village C and I guess virtually all of them. I think the map is inconsistent with what the PDD shows and the map needs to reflect the requirement for a 40 foot buffer.

Alex Moore – One thing I did want to note Mr. Holt, along existing roads a 30 foot is required. Where it abuts properties that is where the 40 foot undisturbed is required. So along Calvin Hall and Harrisburg our ordinance does require a 30 foot buffer.

Jerry Holt – Ok.

Alex Moore – Just to clarify.

Jerry Holt – I will accept that. Then on the 40 foot buffer down by the highlighted box where the variance is requested for the southern entrance on Harrisburg Road; right outside the box in the vertical perimeter is basically behind the two houses. Is that also a 40 foot buffer?

Alex Moore – Are you speaking of where they are in asking for the variances?

Jerry Holt – This section right here....

Alex Moore – Yes, where it abuts adjacent properties it requires a 40 foot undisturbed buffer. Of course they are asking for the variance in that one location from that requirement.

Jerry Holt – Ok, now on the map I realized that it hasn't been finalized yet as to whether or not there is going to be a roundabout or a traffic signal. But in looking at the map where Calvin Hall Road has been realigned, it doesn't match up with the Calvin Hall Road at that intersection on the other side of Harrisburg Road. If you notice on the map it appears that they are offset, so there needs to be some kind of an adjustment that is done there. Or is that intentional?

Alex Moore – Are you talking about the curb junction of Calvin Hall and....

Jerry Holt – This portion is up here and this part of Calvin Hall is down here so this one does not go straight through to the other one. There is a little jog right there.

Alex Moore – I will let Peter speak to that.

Peter Tatge – It's diagrammatic and it will line up. That alignment will be approved by SCDOT at the encroachment stage. You are looking at 200 scale with the graphics that are trying to imply that that road I mean even the exact curvature is diagrammatic. The intention is to line up with the existing intersection.

Penelope Karagounis – And I think Peter, because we now know more about the roundabout and how that is the preferred thing. Originally on the master plan it was a roundabout on there; maybe we need to just put that diagram back on for the roundabout before third reading.

Jerry Holt – I mentioned this earlier regarding the town homes. What is the justification for exceeding 35 foot height?

Alex Moore – I'll let Peter speak to that.

Peter Tatge – We can reduce that to 40. I've spoken with Mr. Estridge. Initially there was some discussion with the builder that there would possibly be a three story town home which would be over 40 feet. If that is a concern and we can receive a favorable recommendation; 40 foot would be the....

Jerry Holt – 40 feet would still be a concern because 35 feet is what the ordinance requires for residential.

Peter Tatge – 41 feet, I'm sorry and that was the up to and I don't know if we still have that on there. It is a maximum height of 50 feet.

Jerry Holt – One of the issues that has arisen when ever we have had public comment on this had to do with the height of the section for the senior daycare center. That was proposed at 50 feet and it still is.

Peter Tatge – We were originally at 60 and then we lowered it to 50.

Jerry Holt – Bringing it down to 50 feet people still had an issue with it and I guess I can understand that you've got a preference to be able to have the increased height from the town homes but apart from your preference is there any other driving factor or any other justification?

Peter Tatge – For the senior facility?

Jerry Holt – I'll accept the senior facility but on the town homes is there a compelling reason why you can't comply with the ordinance requirement of 35 foot?

Russ Sinacori - It is just the style of the town home inspired by the elevation. As far as the elevation of the town homes being built, you need 10 foot ceilings; first second floor

plus the roof. So you are going to be up over 35 feet, we need 41 feet of the proposed town homes that we are putting in there from ground level.

Jerry Holt – How many of the County home builders are complying with the 35 foot requirement?

Penelope Karagounis – But in that section they can based on the Fire Marshal....

Alex Moore – Mr. Cauthen the Zoning Official has heard of some other instances that they have requested approval from the Fire Marshal and have gotten it. Your concern is very valid but I just want to mention that the same thing has happened previously in other projects.

Jerry Holt – I guess that they are doing that based on the fact that Pleasant Valley Fire Department that services that area has equipment that can satisfy 41 foot height structure.

Penelope Karagounis – That and with the sprinkler system; I've heard him require town homes to put in a sprinkler system.

Jerry Holt – Are sprinkler's required in these homes?

Penelope Karagounis – That is why there is language in there that they put it in the PDD document; if a sprinkler system is required for structures greater than 35 feet.

Jerry Holt – If it goes over 35 foot....

Peter Tatge – We are willing to comply with the Fire Marshal's requirement.

Penelope Karagounis – You have to understand that this is just the master plan. They are going to have to go through a preliminary plan which will come back through this board. Before it comes through this board we go through a development review committee and a building official will be there as well as the Fire Marshal, and Water and Sewer District. They will review the comments and I know that is one of the comments that Mr. Blackwelder the Fire Marshal will address. Then all of that will be brought back up in front of this board.

Jerry Holt – What seems to happen when it goes through the Development Review Committee and we get it back is, we are told we can't make any changes because it has already been approved. It's kind of a circular....

Penelope Karagounis – Not necessarily, on subdivisions you can make conditions. The actual PDD once it leaves your hand and it depends on County Council. You can't change it once you have the ordinance. But this is not attaching a preliminary plan; you are looking at past experience when the County Council would basically do development agreements and attach a preliminary plan without coming through the Planning Commission process. We stopped that around six years ago now. You are thinking

about the Queensbridge. That was an old PDD. Even though this is the last PDD; but even development agreements that are current in this county, we are not allowing them to attach a preliminary plan to the development agreement. We want them to come through your process so if you feel like you need to put conditions; you have a right to ask for those conditions at the preliminary plan stage. You are more than welcome with your recommendation if you have some conditions that you want to state and get a second motion, and then we will pass that information to County Council.

Jerry Holt – My last item has to do with the request for the variances on the southern entrance on Harrisburg Road. There is nothing on the diagram that shows the height of the proposed berm. It does show a 6 foot; it says fence or wall. I would think that it needs to be a wall and it doesn't have a minimum height of the berm. Is there a reason that you have not proposed a wall on both sides of that entrance to provide .....

Peter Tatge – We are going to put up a wall on the southern edge of the detail instead of the berm. The berm hasn't been designed. We could come up on the approximate height rather than specify like a wall where you could physically construct it. That is why it's absent a dimension but if you would prefer the wall on the southern edge as well, we would agree with that in lieu of the berm.

Jerry Holt – Frankly I would think that a wall would provide more of the buffering for this southern neighbor.....

Penelope Karagounis – The southern portion right there on Harrisburg Road, right in, right out.

Jerry Holt – Yes, where the variances were requested.

Penelope Karagounis – Please state that with the motion if you are done with your discussion.

Jerry Holt – I guess the council will make the determination as to whether this \$175,000 dollar limit is sufficient?

Penelope Karagounis – They can or this board can make a recommendation as well. That is just what the developer is proposing right now, is \$175,000.

Jerry Holt – If the development were not approved, then the roundabout would probably not go in for quite some time.

Penelope Karagounis – It would be less than 10 years.

Jerry Holt – So the roundabout is going in to satisfy this particular proposal?

Penelope Karagounis – That is correct.

Jerry Holt – I would see no reason that the developer’s contribution should be limited to the contribution of that roundabout. That is all I have for the discussion point.

Charles Deese – I want you to specify the motion again, please.

Jerry Holt made a motion to approve with the condition that the height of the town homes do not exceed 41 feet; that the variance that was requested for the southern entrance on Harrisburg Road be approved with the condition that the area that is shown and highlighted, each side of that road contain a minimum of a 6 foot wall and not a fence; and that the developer’s contribution to the cost of the roundabout not be limited to \$175,000 dollars.

Charles Deese – And to what extent?

Jerry Holt – To whatever the gap is between the funding that is available from the schools.

Charles Deese – Should pay all the expenses other than the funding from school and RFATS, or wherever other money comes from?

Jerry Holt – Yes, because if RFATS does not come up with enough money, the schools do not come up with enough money, and the \$175,000 dollars doesn’t cover the total cost at the end of completion of the roundabout.....

Charles Deese – We have no idea what SCDOT is going to draw up at that intersection.

Jerry Holt – Agreed.

Charles Deese – And you are saying that they should pay the balance regardless of what SCDOT comes up with?

Jerry Holt – Well, it’s being done to accommodate this development, so yes.

Charles Deese – Not only this development but the school board?

Jerry Holt – The schools are going to contribute \$100,000 dollars.

Charles Deese – Maybe.

Penelope Karagounis – It is ear marked.

Jerry Holt – So they are and whatever the gap is between the other funding sources and you specified too from RFATS and from the school; then that void needs to be fulfilled by the developer. If the developer is not willing to do that, then we wouldn’t have a roundabout and therefore the development should not be approved.

Charles Deese – I think I have that written down right.

Jerry Holt – I think that was it. I mentioned the town homes?

Charles Deese – Yes. Mr. Deese restated Mr. Holt’s motion below.

Jerry Holt made a motion to approve with the condition that the height of the town homes do not exceed 41 feet; that the variance that was requested for the southern entrance on Harrisburg Road be approved with the condition that the area that is shown and highlighted, each side of that road contain a minimum of a 6 foot wall and not a fence; and that the developer’s contribution to the cost of the roundabout not be limited to \$175,000 dollars.

Jim Barnett withdrew his second for the motion.

Charles Deese – The second has been withdrawn can I have a second?

Tommy Dabney – I will second the motion.

VOTE: 4 AFFIRMATIVE 2 NEGATIVE MOTION CARRIED

The two negative votes came from Jim Barnett and Sheila Hinson.

**DA-015-002 – Avondale Development Agreement**

Penelope Karagounis – Presented the report.

John Carmichael – 101 N. Tryon Street, Suite 1900 Charlotte, NC 28246. I’m here to answer any questions. I also want to point out that if this were approved and the development agreement moves forward then part of what the developer would be doing is realigning Calvin Hall Road. That is part of the infrastructure improvements that would be made.

Gary Holland – 8728 Collins Road, Indian Land SC. The clerk is handing out an addendum that was dated September 11, 2015. It was given to Debbie Hardin, Clerk to County Council. In the addendum it mentioned three points which I would like to bring your attention to point number 3. These points are conditions that were included as part of your 5 to 1 passage on July 21, 2015. Point number 3 states: Within the PDD-27 Development Agreement, the Lancaster County Chief Zoning Officer will be tasked with reviewing compliance with the Development Agreement before land transfers take place. Thus recommend that Article III, Section 3.05 “Transfer of Development Rights” be amended to add/include a subsection (B) which reads as follows: “The Chief Zoning Officer for the County must review compliance with this agreement by the developer. If the developer fails to comply with Section 3.05(A), 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. Be it noted that during this time of rebuttal and/or consent no development will be allowed to move forward by the developer or his agents.” This amendment was voted on by you in July and was recommended to be attached to the development agreement. The development agreement that you have presented before you tonight does not include this amendment that you voted on in July. This amendment is very important because at present we have a problem in Lancaster County due to we have developers who have sold property to other sub-developers and they have failed to adhere to the development agreement; the transfer of rights. They failed to issue in writing to the council that they have transferred those rights and specific parcels and lot numbers they have transferred. Also the sub-developers are failing in this County to put in writing that they have acknowledged receipt of that transfer of development rights. Also, they failed to give the County in writing acknowledgement that they agree to the development agreement and they agree to uphold the ordinances related to their property. So I think it’s very important to have this amendment as you did in July and this will serve as an instrument that will hold the developer’s feet to the fire sort of speak and make them honor the contract and give in writing to the County that they have transferred those rights; also for the sub-developers to issue that in writing as well. I ask you again to add this amendment to the development agreement that you have before you tonight.

Jerry Holt made a motion to approve with conditions that in Section 3.01(A) on page 63 where it addresses buffer and berm variances – the terms within that particular paragraph be modified to match the conditions of the variance that we approved on the master plan that had to do basically with the walls at that entrance.

Penelope Karagounis – I think it would be safe to state the same language for the record.

Jerry Holt – Ok, to approve that in Section 3.01 (A) where it addresses buffer and berm variance to be modified to match the variance approved at the southern entrance off Harrisburg Road; the variance be granted for the reduced width, however, a minimum of a 6 foot wall be constructed on both the north and the south side of that entrance; the second condition deals with Section 4.02 having to do with the payment of costs on page 68 of our packet; the paragraph where it states shall contribute the sum of \$175,000 which shall be applied to the construction costs of the roundabout, that it be reworded to indicate that the developer is responsible for the cost of construction of the roundabout with the exception of the fees that may come from RFATS and from Lancaster County School District. So in other words, all we are doing is removing the \$175,000 cap in the development agreement. The third condition is to add Section (B) to paragraph 3.05 as was just indicated in the handout that we received and this is as specified in the memo to Debbie Hardin dated September 11, 2015 since we had approved it with those conditions once before then it should be in the conditions that we approve now. Tommy Dabney seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

Penelope Karagounis – The third condition was from the letter that Mr. Sinacori had agreed to add agriculture to the PDD-27 and added the undisturbed 40 foot buffer and then when it came to the development agreement it talked about the Lancaster County Chief Zoning Officer will be tasked with the review and the compliance with the development agreement before land transfers take place.

Alex Moore – I don't think you all voted on those three items. As you can see that was addressed to Debbie Hardin...

Charles Deese – I don't remember that either.

Alex Moore – That was some subsequent action that took place between Planning Commission action and the time it went to County Council. That is why it is addressed to Debbie Hardin.

Jerry Holt – But it was a recommendation of the Planning Department that it be included in there.

Alex Moore – Along with working with the County Attorney – John Weaver for legal council.

Penelope Karagounis – There has been a lot of stuff going on and I would need look back at the minutes. Based on this letter it looks like there was a recommendation from the July 21<sup>st</sup> meeting.

Jerry Holt – It addresses a valid concern. It's really item number 3 that we are proposing would be inserted as Section (B) of 3.05 in the development agreement.

Alex Moore – That language I believe was worked out. I think Mr. Holland presented that to our County Attorney Mr. Weaver subsequent to Planning Commission's vote and agreed upon by County Council as well. You guys have not seen this.

Jerry Holt – But we do want it to go in what we are sending forward now as a recommendation.

Penelope Karagounis – Right. I think just to clarify. I think there was some type of affirmative recommendation on July 21<sup>st</sup>. But because of this thing going so many times; today is November 17<sup>th</sup> and we've been working on this thing since April. But from the July 21<sup>st</sup> meeting I remember there was some letter going back and forth; if you notice the PDD document it changes to reflect the chief zoning officer. What Mr. Holland is asking is basically to make sure it is in the development agreement I think based on your motion and if we get a second it will be straightened out.

Charles Deese – Hearing no more discussion, can we have a roll call.

Jerry Holt – Ok, to approve that in Section 3.01 (A) where it addresses buffer and berm variance to be modified to match the variance approved at the southern entrance off Harrisburg Road; the variance be granted for the reduced width, however, a minimum of a 6 foot wall be constructed on both the north and the south side of that entrance; the second condition deals with Section 4.02 having to do with the payment of costs on page 68 of our packet; the paragraph where it states shall contribute the sum of \$175,000 which shall be applied to the construction costs of the roundabout, that it be reworded to indicate that the developer is responsible for the cost of construction of the roundabout with the exception of the fees that may come from RFATS and from Lancaster County School District. So in other words, all we are doing is removing the \$175,000 cap in the development agreement. The third condition is to add Section (B) to paragraph 3.05 as was just indicated in the handout that we received and this is as specified in the memo to Debbie Hardin dated September 11, 2015 since we had approved it with those conditions once before then it should be in the conditions that we approve now. Tommy Dabney seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

Charles Deese – Let’s take a 10 minute break and start back at 8:25 pm.

**DA-015-003 – Ansley Park Development Agreement**

Penelope Karagounis – Presented the report.

Tim Coey – 11220 Elm Lane, Suite 205B, Charlotte NC. I work for The Bayard Group representing the developer Forestar Group out of Austin, Texas. The Bayard Group is their local representative managing development entitlement and zoning, permitting items for their properties. If successful and we proceed we will managing the development of the property as well. We have in a round about way been involved in this PDD for ten years. A member of our firm Ken Holbrooks represented Cambridge Homes back when the PDD was passed ten eleven years ago. We’ve known the owner of the property as Penelope indicated the property in the rear between Henry Harris and the creek; that is Mrs. White and we’ve know her for years. Due to some things that happened back in the mid 2000’s; number one the economy went sour as we know and number two, Mrs. White’s husband became ill and subsequently passed away. She took the property off the market for several years. She recently decided to sell it again and came to us in an effort to see if wanted to proceed with the purchase and development of the property. We started looking at the old plan and some things have changed since the original master plan. Penelope mentioned the connection to the Highway 521 piece; because of the Heelsplitter and other environmental reasons, potentially financial reasons, that connection is no longer feasible. We sat down with Penelope and her staff and Mr. Weaver and talked about what things could be done with this property to make it feasible so that Mrs. White could sell her property. One of things that was noted is back in 2004 or 2005 when this was done, there was a very simple development agreement done between Cambridge Homes and the County. The County did not have the process that

you have now with the development agreement. There was a very simple letter that the developer would pay \$600.00 for roof top as building permits were pulled by the builder. After speaking to Penelope and Mr. Weaver; because of changes in the cost to the County the impact of the County and your new development agreements, we said we would agree to do a new development agreement under your current style of developments. There were some members who went back and forth and didn't feel like that was necessary because there was a development agreement in place. We felt it was appropriate to do so and subsequently agree to pay the full \$1,500.00 fee; \$1,000.00 to the County and \$500.00 to the school system and to pay it in advance versus as homes are built. That is in my view the primary reason we are here tonight, is for passage of a development agreement for an existing PDD. Once again, we only control the property between Henry Harris and the creek; which is Mrs. White's 157 acres. The original master plan approved 420 single family lots on the master plan due to Heelsplitter buffers that are now in place. The available land that can be developed; it appears we are only going to be able to do 310 lots. We are going to do 60 and 70 foot lots. We have two builders that are in place ready to go. The fees within the development agreement in front of you are based on 310 lots. It is \$310,000 to the County and \$155,000 to the school system. This will be paid when the first lot is sold or in June of 2017, whichever comes first. Through working with Mr. Weaver; the seller of the property and the landowner who is also elderly, has some major tax ramifications if the property is not sold this year. We arguably able to acquire a better price for the property and we agreed to move very quickly to close in December. It's very important to the buyer of the property to know exactly what he has in place with the development agreement before he proceeds to close on the property. That is why we worked with Mr. Weaver and came before the development review committee three or four weeks ago. We have already had a first and second reading with County Council; knowing we would be in front of this body prior to the public hearing of County Council next week.

Penelope Karagounis – This master plan was submitted by R. Joe Harris on October 5<sup>th</sup> and it needs to reflect the 310 lots. That is something I will be discussing with the engineer. If you look at the density section where it says 420; the detached single family needs to read 310.

Jerry Holt – If you are going to be making modifications to the master plan then there are a couple of things on here to discuss. Back in October of 2013 when we had the preliminary hearing on the section that is on Highway 521; we talked about the fact that there would be no entry to Highway 521 on that commercial section and made conditions with our vote.

Penelope Karagounis – That is correct.

Jerry Holt – In the bullet down here where it states site access; it states up to two driveway connections may be allowed to Highway 521 subject to SCDOT review. We didn't allow two so that no longer is appropriate.

Penelope Karagounis – The thing is that preliminary plan expires.

Jerry Holt – Tim said it expires maybe around December.

Penelope Karagounis – December 9<sup>th</sup>.

Jerry Holt – Why would we now want to approve something that is tied to a plan that is contrary to what we approved back then?

Penelope Karagounis – We are not changing the PDD plan. Tonight is the development agreement; we are just asking that the new developer update the master plan. PDD-21 was approved in 2004 and then an amendment in 2006. Based on these PDD's, the director at that time failed to make the developer amend the master plan. So PDD-21 is vested and he doesn't even have to come through here for a development agreement but he chooses to come through regarding the development agreement to get everything ironed out. He wants to make sure since this board approved this back in 2013 that the road would go away, then go ahead and show it on the master plan. The master plan revised with the correct numbers and attached to the development agreement. We are not changing today the PDD document.

Jerry Holt – My point is just as you said, they failed to do it back then when they could have. If we are going to attach this to something that we are expected to vote on tonight, then why would we not want to say "Let's update that"? We did not approve two accesses to Highway 521. So why don't we just make that change, if it's going to be revised anyway?

Penelope Karagounis – There is only one access point to Highway 521.

Jerry Holt – This just states site access and site access addresses both Village C and as well as the commercial village.

Charles Deese – We are just dealing with Village A and B.

Jerry Holt – I know but we are discussing attaching this to what we are going to be voting on.

Penelope Karagounis – This front part is B-3 and was not part of the PDD. Is that what you are referring to?

Jerry Holt – I know there was some confusion when we went through this before because the lines on the maps didn't match what was originally approved as multi family, single family, and commercial.

Penelope Karagounis – Before Elaine Boone approved and stamped this on December 9<sup>th</sup> she made them put in where the property line was. So this is the B-3 property.

Jerry Holt – So where was the commercial piece that we talked about then? Was it not this commercial piece?

Penelope Karagounis approaches the board in order to identify the commercial piece and the access point. Indicates this is for the PDD and this is for the multi-family.

Jerry Holt – Our condition on the approval was that it not be allowed.

Penelope Karagounis – Well this is what was approved and stamped.

Jerry Holt – That is not what was approved by the Planning Commission. I have the minutes here from that meeting.

Penelope Karagounis – So you are saying the commercial, the 1.6 would not have access on Highway 521; which this does not show an access on Highway 521.

Jerry Holt – I found the minutes and when we did the approval on October 13, 2013 there is a motion for conditional approval. There was an issue with open space.

Penelope Karagounis – That is a different story.

Jerry Holt – Second condition, there are existing mature trees along Highway 521. The footnote here on buffers states; perimeter buffers are not required. Our condition was that the trees currently along Highway 521 that are mature except for those that have to be removed for the exit....

Penelope Karagounis – I'm not disagreeing with that but that is not in the development agreement. That is the front part which we have in our minutes. Do you want that information as well?

Jerry Holt - Yes, we are going to attach this to the development agreement that we are going to vote on; if it has the conditions on there that are contrary to what we approved before.

Penelope Karagounis – But this attachment is going with the back portion, the front portion....

Jerry Holt – But it doesn't show that. It shows the entire tract and these standards and notes don't indicate that they only refer to Village A and B.

Penelope Karagounis – The development agreement only applies to A and B.

Jerry Holt – But this doesn't say that it only applies to A and B.

Penelope Karagounis – I could state that.

Jerry Holt – I would be ok with that.

Penelope Karagounis – That is the intent of all this. You have the overall PDD-21, those were the rules. When they came for the front part in 2013 I remember all the buffers, and all that should be in this section. This plan is vested until December 9<sup>th</sup>. Since nothing has happened on that site, after December 9<sup>th</sup> this paper is deleted so when somebody else wants to come and develop the front part; these individuals are not buying the front part. They might possibly in the future because it is still for sale. They are going to have to come back and do the same thing that we did back in 2013 and at that time add all the conditions with the buffers. I believe it would be the same issue of what you wanted back in 2013 for future development of the northern portion. Tonight we are only talking about the development agreement, but I can understand you wanting to put maybe a note stating that this is in reference for only A and B based on the development agreement.

Jerry Holt – Ok, I would prefer that because I don't want to have something that is not documented. Somebody later would use as reference stating that this indicated that I could put at least two entrances onto Highway 521. I don't think we want that. If you've got an exclusion on there, then I would accept that. The piece that I would want to continue to discuss is where it says no perimeter buffers are required. Why are there no perimeter buffers required on Village A?

Penelope Karagounis – Which page are you on now?

Jerry Holt – Right here where it says perimeter buffers are not required.

Penelope Karagounis – Like I said, I have not been handling this, Mr. Weaver has. Because we did not have a master plan, we took the version that we believe we know; there is no signed approved master plan. So he came to the conclusion; what is the master plan from the PDD-21 that was more than likely the final version when they approved it in 2004. Their engineer took that document and I think it was November 30<sup>th</sup> of 2004; that version and did the same type of PDD but change the A and B lot widths because they are changing that for the development agreement and there would not be a connection. Does that make sense?

Jerry Holt – What is non-chod mean?

Penelope Karagounis – Non-Carolina Heelsplitter Overlay District.

Jerry Holt – Well maybe my comment on a buffer requirement is mute because where it's shaded in green along here and there are no dimensions, but is that not a buffer or an undeveloped area?

Penelope Karagounis – Yes, you cannot disturb, it's the Carolina Heelsplitters. Then they are providing an extra common area for their association because they are going to work on some trails for the residents. That is another common open area that they are providing. That dark green area, they cannot encroach.

Jerry Holt – The dark green, I can see that. The area down here where it is in light green which indicates that it's not in the Heelsplitter section.

Penelope Karagounis – It's just in a perimeter buffer. You have to realize that PDD is going back to those horrible PDD's that we are trying to get away from that developer's write their own regulations. I know we've had this disagreement before that when a PDD document gets approved those are the regulations. Now this board has decided otherwise in the past to not listen to the PDD's and then we had a lawsuit and they didn't want to fight it. They decided basically to not pursue the lawsuit. Typically those are the rules. In this PDD-21 there is language about their buffers. When it comes to the preliminary plan, even though legal authority has advised you in the past, planning staff has advised you, you have your own right to make a recommendation and you've done that in the past with this one in 2013. You added all these buffer regulations and at that time the developer agreed; Keith Rains and Ken Olsen. At this time the regulations are the PDD-21 and we are not discussing PDD-21; we are discussing the development agreement. I would be more than happy and whatever recommendation and motion you would like for me to pass on to Mr. Weaver. Frankly, he is the one that has been handling this and he has done the whole report and he is not here tonight. I'm just filling in and trying to present the information.

Ben Levine – 5062 Terrier Lane, Indian Land SC. I just want to make the recommendation that maybe if this is something that you don't have to attach to this when you approve this development agreement; I don't think there is anything wrong with the development agreement. But this seems like something that if this plan does really run out and then 3 or 4 years later someone is trying to figure out what is going on with this neighborhood to do Village C in the commercial portion; this has a lot of information that doesn't really quite apply. Maybe if there is some way to approve this without attaching this document to it, it seems like the best solution.

Gary Holland – 8728 Collins Road, Indian Land SC – The clerk is handing out a copy of my comments. I wanted to let this board know that we do have a problem here in Lancaster County with developers selling a portion of their property and not giving notice of the transfer for the terms of the development agreement. It sounds like from discussions here tonight that this is a good candidate for that. We also have a similar problem with the acquiring developer failing to file an acknowledgment of the development agreement and their commitment to be bound by it. This has resulted in developers being unaware of the terms of the development agreement and the regulations of the zoning ordinance. To help solve this problem I offer the following: 1. I recommend that in your development agreement Article III, Section 3.05 "Transfer of Development Rights", I recommend that you amend that to add/include a subsection (B) which reads as follows: "The Chief Zoning Officer for the County, must review compliance with this agreement by the developer. If the developer fails to comply with Section 3.05(A), 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 to rebut the findings and determination, or to consent to amend the agreement to meet the concerns of the County

Council with respect to the findings and determinations. Be it noted that during this time of rebuttal and/or consent, no development will be allowed to move forward by the developer or his agents.” You can see this is very consistent with what you just voted on with PDD-27. I do urge you and try to encourage you to add this amendment to this development agreement and all subsequent development agreements that will come through the commission.

Tommy Dabney made a motion to approve and Vedia Hatfield seconded the motion.

VOTE:           5 AFFIRMATIVE    1 NEGATIVE       MOTION CARRIED

The one negative vote came from Jerry Holt.

**RZ-015-016 – Rezoning application of Lina Hovey to rezone a ± 1 acre portion of a ± 9.64 acres from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to place a double wide manufactured home on the property.**

Andy Rowe – Presented the report.

Lina Hovey – 1628 John Truesdale Road, Lancaster SC. I would ask that you consider approval. The plan for that little section for rezoning is so that my mother who is elderly and is having health problems and she lives in Wilmington NC which is pretty far away. There is no family around her so we are hoping that she will be able to come down here and buy that small area and put a double wide manufactured house on there so she will be close to me.

Kristi Kennedy – 2301 New Cut Church Road, Lancaster SC. I have a letter here that my mother has written since she could not be here tonight. I Sara Kennedy make this statement stating that I say no to the rezoning of 1628 John Truesdale Road. This has always been agricultural property for raising cattle and farm animals. Rezoning to a multiple dwelling property would conflict with agricultural status of the area and create harassment to the animals being raised next door. Therefore, I say no to the rezoning, Sara Kennedy. I just want to say that I concur with this. My mother and I are on the deed of this property. I have not spoken to my uncle who is the one who resides there but he has stated that an officer approached him in reference to some music that he has playing in his shop. He runs a business at his residence and an officer had already come to him and approached him about turning the music down. He stated that it was bothering I guess the people at this location. I just felt that kind of vibe when he has been there for 6 or more years and it has never been an issue. I would like to make a suggestion though. I know that you have your developers and high ranking people I guess you want to say but the little people could use a break every now and then; so if we could go first.

Sherry Parker – 1606 John Truesdale Road, Lancaster SC. I own the house that is next door to this property that is being rezoned. I live with a gentlemen who has the business and he wasn’t able to make it. This is his letter stating that I say no to the rezoning of

1628 John Truesdale Road. We have been living at 1606 John Truesdale Road for six years and I have had my shop for four years now. The area has always been farm land and we have yard chickens which roam. I conduct my business sometimes from very early in the morning to sometimes very late at night. Since the residents moved in, they have already complained about the radio playing which has been played every day and every night since I moved in with no complaints from anyone. It was playing every time they came to look at the property. The radio is played to help scare away foxes and other predators from our yard chickens. There house is further away from the barn than our home is and we can't even hear the radio. So we can't understand how it could bother them. If the rezoning is to go through they plan on putting the home approximately next to my shop; which is not only closer to the barn but is also closer enough to the shop that we would be constantly harassed about the noise. I should not have to worry about what time I go out to work or what time I feed my animals or if I have to turn off the radio that is no offensive to anyone. It is not excessively loud and makes my animals more vulnerable to predators. I say no to rezoning - Jessie Vincent owner and operator of Jessie's Farm and Small Engine Repair.

Lina Hovey – I just wanted to say that when we are looking for sites to put my mother's house originally it was closer to their property but we decided to move the site so it's closer to the driveway of the property now. It's more in front of the existing house. I just wanted to let you know of this change.

Jerry Holt – Looking at the maps it certainly is compatible with the usage in the area now; it does look like there may be some conflict with the neighbors that you are forewarned about. So that will be for you to deal with.

Sheila Hinson – They were talking about having a business there and it's residential.

Charles Deese – Lawnmower repair business.

Sheila Hinson – That's ok to have a business there? Am I correct?

Penelope Karagounis – I'm not sure about that. Kenneth Cauthen would have to comment regarding that.

Sheila Hinson – I'm just asking because that is a conflict in my opinion.

Penelope Karagounis – The County doesn't require a business license.

Charles Deese – The zoning department would have to take a look at that.

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

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

**RZ-015-017 – Rezoning application of John Mathis to rezone plus or minus 1 acre portion of a ± 15.987 acre tract from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to relocate a manufactured home to the property.**  
Andy Rowe – Presented the report.

Charles Deese – There are a number of manufactured homes in that area and with the transition that we have coming; why would we recommend to deny?

Andy Rowe – Based on what we currently have right now today, everything around it is R-30 which doesn't allow manufactured homes.

Charles Deese – Non-conforming?

Andy Rowe – Correct. That is something we can look at with our UDO rewrite. Especially the case before this one on John Truesdale Road as well as this area to allow manufactured housing.

John Mathis – 1843 Zion Road, Lancaster SC. I've been a resident of Lancaster County for over 20 years. I really love this town and the city. I have come to know the Adam's family and feel like I don't know whether I've adopted them or they've adopted me. I'm going to be retiring and this is where I want to make my home. I have acquired the mobile home and now all I need is a piece of land. These people have consented to let me purchase so. I would love to have your approval and I do thank you.

Eddie Adams – 2670 Flat Creek Road, Lancaster SC. My mother was sitting here beside John and had to leave. My father, her husband, just passed away about six weeks ago and she is on some medication and she needed to leave. We are the owner of 2670 Flat Creek Road and 2688 and 2684. We own the property which is the 15.987 acres plus another 3 acres road frontage. The manufactured home that John would like to put on the property is almost a quarter of a mile off of 903 and isn't even visible to anyone around. We would just love to have him there. That was my daddy's living wish before he died and now I know it's his dying wish.

Sheila Hinson made a motion to approve and Vedia Hatfield seconded the motion.

VOTE:           6 AFFIRMATIVE    0 NEGATIVE       MOTION CARRIED

New Business: 2016 Planning Commission Meeting Dates/Penelope Karagounis Discussed moving December 2016 Regular Meeting up to December 08, 2016 due to the Christmas Holiday falling so late in the month – December 20, 2016. The Planning Commission workshop will still be on December 01, 2016.

VOTE:                   UNANIMOUS                   MOTION CARRIED

Penelope Karagounis – We only have three road name changes so I guess the question is do we need a workshop for December.

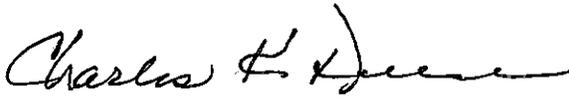
Charles Deese – I say skip the workshop if that's all we have. We still have other meetings on December 9<sup>th</sup> and 10<sup>th</sup> that everyone is involved in. So no December 03, 2015 Planning Commission Workshop.

VOTE: UNANIMOUS MOTION CARRIED

Sheila Hinson made a motion to adjourn and Jim Barnett seconded the motion.

VOTE: UNANIMOUS MOTION CARRIED

Respectfully Submitted,



Charles Deese  
Chairman



Penelope G. Karagounis  
Planning Director