

**RICHLAND COUNTY PLANNING COMMISSION**  
**September 1, 2016**

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*[Members Present: Pat Palmer, Ed Greenleaf, Beverly Frierson, Heather Cairns, Bill Theus, David Tuttle, Christopher Anderson, Wallace Brown, Sr.; Absent: Stephen Gilchrist]*

Called to order: 1:25 pm

ACTING CHAIR CAIRNS: [Recorder malfunctioned and did not capture first few moments of meeting] – Text Amendments. So do I have a motion to approve the Consent Agenda?

MR. BROWN: So moved, Madam Chair.

MR. THEUS: Second.

ACTING CHAIR CAIRNS: Okay, so moved and second. Everybody in favor?

*[Approved: Palmer, Greenleaf, Frierson, Tuttle, Cairns, Theus, Anderson, Brown; Absent: Gilchrist]*

ACTING CHAIR CAIRNS: No one opposed. Okay. So we'll move ahead to the first matter which will be Case No. 16-026 MA, which is the Roseberry Lane Map Amendment. So we'll hear –

MR. TUTTLE: Madam Chairman, before you get there if you would – I gave you a recusal form?

ACTING CHAIR CAIRNS: Oh yeah, yeah, yeah. Sorry.

MR. TUTTLE: If you don't mind reading that in the Record and show that I recused myself.

ACTING CHAIR CAIRNS: Appreciate that, Mr. Tuttle.

MR. TUTTLE: Thank you.

1           ACTING CHAIR CAIRNS: Okay so Mr. Tuttle has requested to be excused from  
2 participating in discussion or voting on the Agenda item regarding Roseberry Lane. It's  
3 scheduled for review and discussion. He has a financial interest in the project, so Mr.  
4 Tuttle has himself, recused himself. Thank you, Mr. Tuttle, for reminding me. So to hear  
5 from Staff on the matter of Case No. 16-026?

6 **CASE NO. 16-026 MA:**

7           MR. PRICE: Case 16-026 MA, the Applicant is David Tuttle, location is  
8 Roseberry Lane. The parcel's 33.88 acres and existing zoning is M1 RS-LD. The  
9 Applicant is requesting to rezone to a PDD, Planned Development District, and this will  
10 continue the mix of office and institutional and general commercial uses along with  
11 residential. Within your package it's been identified what uses will be permitted. Also  
12 what the setbacks would be for the uses, for each of the uses. And also on the, you  
13 received a package, I guess a general development plan for, for the project which gives  
14 a conceptual layout of the project. And I think – do we have that? But if you look on  
15 page 11 while he tries to find it, I mean, from a Staff standpoint one of the things, cause  
16 we do look at this within the PDD, how it's laid out on the property, and as you can see  
17 the residential is abutting the existing residential of the Wildewood community, and the  
18 commercial portion of this and multi-family is going toward Two Notch Road where it is  
19 abutting the existing commercial in that area also.

20           MS. FRIERSON: Excuse me, I did not receive the handout.

21           ACTING CHAIR CAIRNS: One question I have for Staff and turning, I see on this  
22 page 11 for the overall site plan that it lists as conceptual only. Is there anything within

1 this PDD that dictates any percentages or could the whole thing become one thing or  
2 another?

3 MR. PRICE: No, there's no percentages required for a PDD. I mean, what is  
4 submitted is by the Applicant as what's proposed, that's what Staff reviews, Planning  
5 Commission, also Council to determine if they feel it is a true PDD.

6 ACTING CHAIR CAIRNS: So I mean, cause what I see is that basically they've  
7 taken, I mean, I don't see if there's any excluded out of what is GC or OI, but I mean,  
8 what I see is that they've taken a bunch of OI uses, a bunch of GC uses and in essence  
9 they could do any one or all of these within this area?

10 MR. PRICE: Yes. If you look on page 21 of your, of the General Development  
11 Plan that was handed to you, and that's also within the Agenda that you received, but it  
12 identifies all of the uses that will be permitted.

13 ACTING CHAIR CAIRNS: But I mean, is that a – I guess what I'm – I mean, it's  
14 hard to prove the negative *per se*, but of the uses is this everything that's allowed in OI  
15 as well as everything that's allowed in GC?

16 MR. PRICE: We did not do a comparison of those uses.

17 ACTING CHAIR CAIRNS: I mean, my concern is this is, I mean, GC already  
18 allows an enormously wide range of uses.

19 MR. PRICE: Yes.

20 ACTING CHAIR CAIRNS: And so to add in OI without anything, I mean, it's  
21 almost like an unzoning of a parcel because it's allowing so many uses without any, like  
22 restrictions or controls. That's –

1 MR. PRICE: Yes. I mean, you're exactly right. Looking at some previous PDDs  
2 that we've had that's always been one of the issues with the [5:26] issues, the districts  
3 that we have and the permitted uses without being specific. However, we did ask the  
4 Applicant to identify the uses that they would allow with the PDD and I do believe they  
5 picked, they picked some and they did not include all the uses within the GC district or  
6 the OI, but it is pretty extensive for what you have before you.

7 ACTING CHAIR CAIRNS: Okay. So -

8 MR. PRICE: Now as a Planning Commission, you do, you can go through and if  
9 you see uses that you don't feel are appropriate for a PDD, part of your  
10 recommendation to Council, if it is for approval, is to remove those uses. I think we've  
11 done that previously, the last one I believe was the, the rezoning in the Summit on the  
12 corner of Hardscrabble and Summit Parkway. We actually met with them and removed  
13 certain uses and they agreed to it.

14 MR. PALMER: Heather?

15 ACTING CHAIR CAIRNS: Yes, sir?

16 MR. PALMER: Keep in mind that a PDD, that's exactly what it's there for is to  
17 allow that flexibility throughout the project. And so if they wanted to segment off an area  
18 for OI and another segment for GC they would just subdivide the property, then after  
19 ask for those zoning applications. The reason for the PDD is to allow that flexibility  
20 throughout the project as a whole. And so yes, I mean, just looking at these uses it  
21 appears to me they've taken out what the general public perceives to be the offensive  
22 uses. To a lotta of the public. So, you know, while yes they are intermingled and it's kind

1 of a blending of the two zoning classifications, that's somewhat what the PDD is  
2 intended for.

3         ACTING CHAIR CAIRNS: Right, no I mean, I understand that, that under PDDs  
4 we can get some of our greatest developments because you allow a lotta mix. But it  
5 was just, it was hard just with all this sort of dumbed down to see what's been, you  
6 know, cause if you, if all you did was say, well I'm gonna allow anything within GC and  
7 I'm gonna allow anything within OI, I would have problems with that cause that would be  
8 just an enormous possibility of lists. But if, you know, if the so-called noxious uses of  
9 GC have been eliminated that's a whole different ballgame. So that was just, but it is  
10 true that they could come in and decide to turn, like the entire thing into what would be  
11 seen as commercial uses and there's nothing in the PDD that would stop that.

12         MR. THEUS: Under its current zoning, M1, couldn't they use it for the vast  
13 majority of these commercial uses as it is?

14         ACTING CHAIR CAIRNS: You could say what is its existing zoning?

15         MR. PRICE: M1/RS-LD.

16         MR. THEUS: M1 except for about, except for a little piece, so.

17         ACTING CHAIR CAIRNS: That little portion, I gotcha. Yeah.

18         MR. PRICE: And you're correct, M1 district essentially is a, it's a commercial  
19 district –

20         MR. THEUS: So we're not really adding uses that, we may be eliminating some  
21 uses.

22         MR. PRICE: Right.

1           ACTING CHAIR CAIRNS: Okay. Appreciate that, thank you. In terms of people  
2 signed up to speak – does the Commission have any more questions for Staff?

3           MR. GREENLEAF: Madam Chairwoman, I just have one question. So is there  
4 any requirement that the Applicant stay within the confines of what's presented or, or –

5           ACTING CHAIR CAIRNS: That's the fundamental concept of what they're doing.

6           MR. GREENLEAF: Yeah, but I mean, I didn't hear the answer.

7           MR. PRICE: Yeah, if you look on page 11, again we look at the conceptual plan,  
8 one of the things that – what happens with Staff within our Land Development Code it  
9 states that any material change has to be determined by Staff and the Planning  
10 Director, whether it's a major change or a minor change. So that, that authority is vested  
11 with the Planning Director. So if it was determined that there are veering away from the  
12 approved conceptual plan, again it is conceptual so it does give them some flexibility,  
13 but let's just say you were moving too much away from the residential but it may be  
14 moving more commercial, institutional back there, or you're getting away from what was  
15 originally approved, then the Planning Director would deem that to be a major change  
16 and it would require them to come back and go through the full process to rezone again.

17           ACTING CHAIR CAIRNS: Okay, so what you're – does that answer – I mean, so  
18 you're saying -

19           MR. GREENLEAF: There's no oversight, that's what I wanted to know.

20           ACTING CHAIR CAIRNS: Yeah. But I mean, so this page 11 conceptual plan  
21 does have some weight in what's being approved.

22           MR. PRICE: It does.

23           ACTING CHAIR CAIRNS: Even though it says conceptual only.

1 MR. PRICE: Right.

2 ACTING CHAIR CAIRNS: The lot lines can move, slight adjustments.

3 MR. PRICE: Correct.

4 ACTING CHAIR CAIRNS: But fundamentally barring coming back before us we  
5 will see residential, you know, on the right-hand side, apartments on the left-hand side,  
6 and a little bit of commercial –

7 MR. PRICE: Yes.

8 ACTING CHAIR CAIRNS: - but the exact layout can adjust.

9 MR. PRICE: Yes. Yes.

10 ACTING CHAIR CAIRNS: Okay. I appreciate that.

11 MR. GREENLEAF: One other question. If there were community concerns as the  
12 development progresses what is the avenue that the public would participate or contact  
13 the Planning Director I guess?

14 MR. PRICE: Again, what you approve here is, you know, you're approving a new  
15 zoning district. You know, I've always said that the Land Development Code that we  
16 have before us not thick enough because we should actually have every PDD in here as  
17 its own zoning district. So what we will do, if you approve this and Council ultimately  
18 approves this, it's gonna identify all of the uses, it's gonna identify all the setbacks and  
19 everything within there. As long as they abide by those requirements just as they would  
20 with any zoning district, then they're fine. If it turns out that they're going away from that  
21 then it would be a zoning violation, they can come and report that to the Zoning Division  
22 of the Planning Department, and then we would review this and determine if they're in  
23 compliance.

1 MR. GREENLEAF: Thank you very much. I'm good.

2 ACTING CHAIR CAIRNS: Okay. Okay, the first person we have signed up is  
3 Stevie Johnson? And when I call your name you come up to the podium and if you  
4 could please state your name and your address for the Record I'd appreciate it.

5 **TESTIMONY OF STEVIE JOHNSON:**

6 MR. JOHNSON: Good afternoon, my name is Stevie Johnson, I'm the president  
7 of the Wildewood HOA, Sections 1 through 4, and I live at 201 Cricket Hill. The board  
8 has had the – I have two minutes yeah, thank you. I've had the pleasure of speaking  
9 with the developer numerous times, but he also came to the board to address – when  
10 the zoning signs went up it was a quick meeting that was called. And conceptually we  
11 had some of the same questions, conceptually, we want to assure the zoning  
12 commission that the HOA approves of the project and the developer has agreed to  
13 some of the things that had come up in the past eight or nine years ago; and that was  
14 deeding egresses over to the HOA, landscaping, architectural standards that matched  
15 the neighborhood, and no day to day access into the neighborhood on Old Still Road.  
16 And so with those things being met and with the concept that was presented which are  
17 the same concepts that you saw, the HOA does give support for this project.

18 ACTING CHAIR CAIRNS: Okay. Thank you very much. Any questions? Okay the  
19 second one, I'm sorry, I can't read your first name but Roseberry is the last name?  
20 Royal Roseberry? Thank you.

21 **TESTIMONY OF ROYAL ROSEBERRY:**

22 MR. ROSEBERRY: Thank you, my name is – can you hear me?

23 ACTING CHAIR CAIRNS: Yes, sir.



1 MR. ROSEBERRY: My name is Royal Roseberry. My address is 190 Roseberry  
2 Lane, perhaps not too surprisingly. I'm not gonna speak directly about the question of  
3 the rezoning. I must say those four or five story apartments will be very visible from my  
4 property, but that's not my main point. My main point is that there's a small lake in my  
5 property, incidentally there is a Richland County Conservation Easement on my  
6 property, the headwaters of my lake are in a sort of a boggy area within Mr. Tuttle's  
7 property. And the stream that feeds my lake, it's now perfectly pristine with clear water,  
8 it flows under my dam, flows under Old Still Road, and ends up in Wildewood. So if  
9 there's anything major in the way of runoff, either during the construction phase or after  
10 the construction is done, because the areas are paved that formerly would absorb  
11 water, it's gonna hit me first and then it's gonna hit Wildewood. So I would just urge  
12 utmost caution by the developer and by anybody who's responsible for monitoring the  
13 progress of the work, and thank you very much.

14 ACTING CHAIR CAIRNS: Thank you. No questions? The next person signed up  
15 is Connie Ginsberg. I lament the person who has to try to read my writing.

16 **TESTIMONY OF CONNIE GINSBERG:**

17 MS. GINSBERG: My name is Connie Ginsberg. I live in Wildewood at 318  
18 Leaning Tree Road. Leaning Tree, you can see on your map, is adjacent, runs along  
19 the edge of what's proposed. Leaning Tree runs into Old Still at the corner. I live three  
20 houses from that corner and have lived there for 30 years. I'm concerned, I can't drill a  
21 well on my property because of Amphenol and the plume that runs under the, the land  
22 in that area. Whether or not as high up as this is on the, on the terrain I don't know, but I  
23 think it's something that needs to be looked into and addressed to see if the plume of

1 trichloroethylene that prohibits swimming and doing other, that has prohibited swimming  
2 and such in our neighborhood, I think should be addressed. There is remediation for  
3 that, it's been going on for a number of years. There were a number of people, maybe a  
4 few here, I'm not sure, but certainly I was here for many, many times when the  
5 discussion went on about what to do with Amphenol Company. And as it turned out  
6 there was remediation that was acceptable, but we weren't able to sell our house at one  
7 point because of that and now we still can't drill a well because it might impact on the  
8 plume and draw all that tainted water of the mid-north aquifer into, into that plume. So I  
9 just wanna raise that as an issue that I haven't heard as concerned and whether or not  
10 the developer has looked at that as a concern about what would happen. I certainly  
11 concur with what Dr. Roseberry has said and, and I think that's important. The other  
12 thing is that that road, and I'd love to see settlement before any progress goes further,  
13 about whether Leaning Tree will be closed to that development or whether it'll be  
14 required that it have emergency access for fire department, something like that. But it's  
15 a, it's a tender part of the neighborhood and it deserves your full attention and  
16 investigation. Thank you very much.

17 ACTING CHAIR CAIRNS: Thank you. Questions? No.

18 MR. PRICE: Madam Chair?

19 ACTING CHAIR CAIRNS: Yes, sir?

20 MR. PRICE: Just on some of the comments that you heard before, I'd point out  
21 that you are here to establish the district and what, you know, allowed being on the  
22 property. The concerns of people like Mr. Roseberry and, I'm sorry –

23 ACTING CHAIR CAIRNS: Ms. Ginsberg.

1 MR. PRICE: - Ms. Ginsberg, those will be addressed when they get ready to  
2 construct the property. And they'll have to meet all kind of regulations whether it be by  
3 our Public Works Department, by DHEC and other bodies that will be reviewing this. So  
4 that would be addressed during that timeframe.

5 ACTING CHAIR CAIRNS: Yes, sir, thank you. Thank you for clarifying that. I'm  
6 not sure if your mic was on. Yeah, basically what Mr. Price was saying was that the  
7 concerns that you guys raise, we are a zoning, we have to do with making  
8 recommendations to Council on zoning changes. And the issues that you guys are  
9 addressing are things that get addressed by different departments sort of later, which  
10 has to do with DHEC and storm water management and all that. All those issues will be  
11 addressed before anything can actually be built. We just simply address, does this  
12 parcel of land support this type of use, conceptually. Whether or not it can actually occur  
13 is done by other departments and other levels of regulations.

14 MR. PRICE: Right, it also, just kinda taking this opportunity. If you have  
15 questions regarding how sites are developed and what we'll look for, this is one of those  
16 times where we actually have, we have our Land Development Administrator here so he  
17 will actually review the plans, but we also have representatives from our Public Works  
18 Department. They can talk to you about what they look for during plan submittal. They  
19 can talk to you after the meeting if you wanna just have those questions addressed.

20 ACTING CHAIR CAIRNS: Thank you, Mr. Price. Next we have signed up is Rick  
21 Patel?

22 **TESTIMONY OF RICK PATEL:**

1 MR. PATEL: Good afternoon, Council. I'm Rick Patel, 60 Old Still Road. My  
2 house is literally behind this development. I just want, I missed the town home meetings  
3 of some of these being addressed, but basically I just wanted to make sure there was a  
4 fence and there's no activity coming from that development to our housing  
5 development. So basically if people wanted to cut through the neighborhood or  
6 something they won't be able to do that.

7 ACTING CHAIR CAIRNS: Yeah, the zoning code wouldn't require a fence, I don't  
8 know whether the project called for a fence or not but the zoning code, residential to  
9 residential does not require fences.

10 MR. PRICE: No, it doesn't.

11 ACTING CHAIR CAIRNS: Yeah. And last signed up we have – do you wanna  
12 address that?

13 MR. PRICE: Again, they're creating their own district and so there are things that  
14 – and I'm not suggesting that the Planning Commission do this – but those are things  
15 that can be incorporated into the PDD, just a requirement. Or put some restrictions on it  
16 also.

17 ACTING CHAIR CAIRNS: Okay.

18 MR. ANDERSON: The setback guidelines are in page 10.

19 ACTING CHAIR CAIRNS: Right. But I don't believe that there's ever, I don't  
20 think, I mean, we didn't get the full packet until this morning, or today at the meeting so I  
21 haven't had a chance to go through the whole thing, but I mean, there are setback  
22 requirements, of course, for the use districts but in terms of a fence –

23 MR. PRICE: Correct.

1 ACTING CHAIR CAIRNS: - we may discuss that. I'm sorry, Mr. McDougal?

2 **TESTIMONY OF BILL MCDUGAL:**

3 MR. MCDUGAL: I'm Bill McDougal, I live at 100 Cricket Hill Road in the  
4 Wildewood subdivision. I'm past president of the HOA that Ms. Johnson now heads,  
5 was active in the HOA during a 2003 attempt to develop this land by a Greenville  
6 developer, a 2006 attempt by another local Columbia developer, and then Mr. Tuttle's  
7 company in 2008. And we believe that this is the best attempt and the highest and best  
8 use of this adjacent land to our neighborhood, and with the agreement, extensive  
9 agreement that was worked out with the developer in 2008, that that agreement is again  
10 executed. It'll provide for no connectivity and the exclusions of cut-through traffic, etc.  
11 that the Wildewood residents are looking for. So I think contingent upon the re-  
12 execution if you will of the 2008 agreement that this is acceptable to the neighborhood.  
13 And I think the zoning was successfully done to a PUD at one point. Because no activity  
14 took place for two years it reverted back to this old zoning and we're doing this again.  
15 Geo can perhaps correct me if I'm wrong on that, but I rise to speak in support of this  
16 development, with the contingent agreement, supplemental agreement between the  
17 developer and the neighborhood association.

18 ACTING CHAIR CAIRNS: Okay. And just so it's clear that this agreement to  
19 which is being discussed, that is not something that County is a party to or has anything  
20 to do with, so the zoning, you know, any violation of that agreement would not be  
21 something that the County would get involved in enforcing or anything else. That's a  
22 completely private agreement between the two organizations.

23 MR. PRICE: That's correct.

1 **TESTIMONY OF JULIE TUTTLE:**

2 MS. TUTTLE: That's correct. And I'm Julie Tuttle, I'm the Applicant for  
3 Landholdings III so I'm not sure if anybody else was signed up but I can address some  
4 of the other concerns.

5 ACTING CHAIR CAIRNS: Okay.

6 MS. TUTTLE: That I wanna be able to speak to even though we're kinda doing  
7 zoning and not those others. We certainly have the utmost respect for the Roseberry  
8 property, we actually purchased a component of that in order to get to part of the  
9 signalized intersection so we, we have the utmost respect for it and would certainly want  
10 to encourage our best practices would be employed as far as storm water runoff and  
11 anything during construction. So we certainly would want to address that and make sure  
12 y'all know that that's something that's our plan. Related to the Amphenol spill, we have  
13 gone through the South Carolina DHEC Brownfield Program to remediate the parcel  
14 and make it a viable parcel for development. So we have gone through that on this  
15 parcel and related to any, you know, contamination or anything like that as addressed  
16 earlier.

17 ACTING CHAIR CAIRNS: Is there any, the question about the fence, to fence in  
18 the whole development, I mean, is there a plan to do that along the neighboring  
19 residential neighborhood?

20 MS. TUTTLE: That's certainly something we're willing to look at in the agreement  
21 that was just discussed. Again, there is the buffer, there's about a 200' buffer currently  
22 from the roadway to our property, over two of the lots that are in there in Wildewood, so  
23 those are wooded lots currently that we would not have really control over, but we could

1 certainly talk about doing a buffer, you know, beyond that that would, that would  
2 address our property directly.

3 ACTING CHAIR CAIRNS: Okay. Any questions from the Commission?

4 MR. PALMER: One quick question. Via the site plan there's no access into  
5 Wildewood, right?

6 MS. TUTTLE: There is no access into Wildewood and that's not something we  
7 want. So barring that the County would recommend something related to emergency  
8 egress only that's not something that we plan on doing at all. And it is addressed in the  
9 PDD, so there will be no access to Wildewood.

10 MR. PALMER: Whether there's a fence or not is not really the issue, it's that  
11 there would be no cut-through traffic, no –

12 MS. TUTTLE: That's right.

13 MR. PALMER: - you know, intermingling of the neighborhoods.

14 MS. TUTTLE: That's right. That's not part of the plan.

15 ACTING CHAIR CAIRNS: Thank you. Discussion by the Commission?

16 MR. BROWN: Madam Chair, I move that the recommendation of Staff be sent on  
17 to County Council for approval based on what they have submitted.

18 MR. GREENLEAF: I would like to second that.

19 ACTING CHAIR CAIRNS: Okay, so we have a motion on the floor and a second.

20 And no further discussion? So anyone in favor of the motion please raise your hand.

21 MR. PRICE: Those in favor: Palmer, Greenleaf, Frierson, Cairns, Anderson,  
22 Theus, Brown.

1 *[Approved: Palmer, Greenleaf, Frierson, Cairns, Theus, Anderson, Brown; Recused:*  
2 *Tuttle; Absent: Gilchrist]*

3 ACTING CHAIR CAIRNS: Our recording system may not be working carefully,  
4 properly, and so we're just making sure that they have good notes, so that's – okay. So  
5 just as the Applicant knows that we're a recommending Body only. This matter will go  
6 before Council and it'll go forward with a recommendation both from the Commission as  
7 well as Staff for approval, but it's actually Council that'll make the final decisions. And so  
8 there'll be a public hearing meeting on – can Staff help me out on that? There you go,  
9 you guys know it, thank you very much.

10 MR. PRICE: The 27<sup>th</sup>, yes.

11 ACTING CHAIR CAIRNS: September 27<sup>th</sup>, this'll go in front of Council for a  
12 public zoning meeting, so that'll be another opportunity to hear what's happening or  
13 voice your concerns, but appreciate your input very much on this matter. So next on our  
14 Agenda is the property on A.J. Amick Road.

15 **CASE NO. 16-027 MA:**

16 MR. PRICE: Yes. Next case is 16-027 MA. The Applicant is Frank Derrick, the  
17 location is 1113 A.G. Amick Road. This is an 18 acre tract and the Applicant is  
18 requesting to go from Rural to RS-LD. Staff has recommended approval of this. We feel  
19 that it's consistent with the objectives outlined in the Comprehensive Plan.

20 ACTING CHAIR CAIRNS: Thank you. So signed up to speak we have, or do we  
21 have any questions of Staff from the Commission? Okay so signed up we have Mr.  
22 Derrick, Frank Derrick?

23 **TESTIMONY OF FRANK DERRICK:**



1 MR. DERRICK: Yes, thank you. The reason I put in this change from rural to  
2 residential is plainly to sell my property. I had it on the market for approximately a year  
3 and didn't have any offers at that time, and I took it to be that people liked the house but  
4 they didn't like all the acreage that goes with it. So to take a different approach I thought  
5 I'd change it from, or try to change it from rural to residential to bring in a wider range of  
6 perspective clients. The, the area I live in now has multiple subdivisions, low density,  
7 medium density, and if it came to that I would, would take the chance of selling to a  
8 developer and having it developed as a low density or medium density subdivision. But I  
9 would much rather sell to an individual if possible. So that's my reasons. Thank you.

10 ACTING CHAIR CAIRNS: Thank you. Any questions from the Commission?  
11 Okay we also have signed up to speak Dan Chung?

12 **TESTIMONY OF DAN CHUNG:**

13 MR. CHUNG: I'm Dan Chung, I'm the president of the Ballentine Cove  
14 Homeowners Association and represent about 73 properties in the area of about 90  
15 total down A.J. Amick Road. A.J. Amick Road traditionally is a very sleepy end of the  
16 county that sees county services rarely in any regard. It's a very quiet area and if this  
17 was rezoned haphazardly into low density without a plan such as you saw in this other  
18 case where a developer comes in and actually says what they're gonna do, we have the  
19 feeling that a couple things might happen. A.J. Amick Road is a very narrow, winding  
20 road. It was recently repaved. It's the only way in and only way out of our neighborhood.  
21 Thus, any kind of construction, accident, incident, or overtaxing of the road could cause  
22 an emergency that we're cut off from emergency services, or the ability to exercise our  
23 rights to get in and out. Secondly, what's not shown on this map very well but it is there,

1 there's a large body of water, it's a pond that's pretty well unregulated. When that runs  
2 off it runs underneath A.J. Amick Road into this property creating a large flood zone  
3 which bisects the property all the way down to the lake. Given the recent problems that  
4 we've had with flooding from lakes and chain reaction flooding and property damage,  
5 special tax areas and all this that's come up, we do believe this needs to be looked at  
6 and looked at heavily. Also whether or not the county is gonna provide other services  
7 for an effective doubling of the population of the area, fire, police, EMS, all these things  
8 need to be looked at. Also there's a material misstatement in what the county has put  
9 forth saying that sewer would be provided by Richland County. Richland County is not  
10 currently providing sewer down there, Carolina Water Service who is under lawsuit from  
11 DHEC and may find themselves in a cease and desist situation, provides the sewer  
12 down this road. So all these things we feel need to be addressed in order to adequately  
13 determine whether or not low density could be supported in that tract of land. Thank  
14 you.

15       ACTING CHAIR CAIRNS: Okay. Thank you. Any questions? No questions.  
16 That's all I had signed up to speak on that matter. Is there, okay. To just try to address  
17 some of your concerns, you know, as we've kind of seen, the questions about traffic,  
18 whether or not the roads can handle the capacity, and flooding, you know, or whether  
19 there need to be any improvements to the roads before they can add any capacity,  
20 flooding and flood plains and stuff like that, those are all things – and the utilities, the  
21 access to sufficient, you know, power and water and sewer and stuff like that, those are  
22 all things that happen later, before development can actually occur. We're simply a  
23 Body that says based on the overall land development plan of the County, you know,

1 this is currently zoned Rural which would allow it to be subdivided into  $\frac{3}{4}$  acre lots. And  
2 what the Applicant is saying is, you know, to allow it to be divided into residential, low  
3 density, which are 1200?

4 MR. PRICE: It would be 12000 square feet.

5 ACTING CHAIR CAIRNS: 12000 square foot lots, not 1200. That'd be really little.  
6 So 12000 square foot lots, and you know, based on our Comp Plan we do recommend  
7 that level of density for this area. So again, this is just a zoning decision, it doesn't mean  
8 that development permits can be pulled. There's a lot of other things that have to  
9 happen before you can actually do development. So I don't know if that, you know, but  
10 that's the way this works is that, you know, Staff has recommended to us based on our  
11 Comprehensive Plan as to how we look at the whole County is that increasing the  
12 density slightly from  $\frac{3}{4}$  acre lots to 12000 square foot lots is consistent with our plan for  
13 this part of the County. You know, and the right to subdivide is something that exists  
14 already on this particular parcel. Any questions or any discussion from the  
15 Commission? So do we have a motion, does anybody have a motion?

16 MR. ANDERSON: Madam Chairman, I make a recommendation that we approve  
17 Case No. 16-027 MA and send it forward to Council with a recommendation of approval.

18 MR. THEUS: Second.

19 ACTING CHAIR CAIRNS: So all those in favor of the motion on the floor please  
20 raise your hand?

21 MR. PRICE: Those in favor, Palmer, Greenleaf, Frierson, Cairns, Anderson,  
22 Theus, Tuttle, and Brown.

1 *[Approved: Palmer, Greenleaf, Frierson, Cairns, Anderson, Theus, Tuttle, Brown;*  
2 *Absent: Gilchrist]*

3 ACTING CHAIR CAIRNS: So no one's opposed. Thank you very much. So next  
4 on our Agenda are the – and as I offered before, as you guys know, we are just a  
5 recommending Body and there'll be a Council meeting on the 27<sup>th</sup>, I believe, of  
6 September. Okay next on the Agenda we have the Text Amendment, and the first Text  
7 Amendment has to do with flood insurance, the Flood Program?

8 **TEXT AMENDMENT #1:**

9 MR. PRICE: Yes. We have, this is one of those that's, it's really more enforced  
10 by the, the Public Works Department, however, the regulations for it are found in  
11 Chapter 26, which is the Land Development Code, which is in the Planning Department,  
12 so. But we do have representatives from the Public Works Department here to speak on  
13 this.

14 ACTING CHAIR CAIRNS: I mean, I see in the header is that, that the bulk, if not  
15 all of this, is just simply to keep us in compliance with the Flood Insurance Program?

16 MR. PRICE: Yes.

17 MR. THEUS: If we don't do it we're not in compliance with the Plan?

18 MR. PRICE: They will explain that.

19 ACTING CHAIR CAIRNS: Okay, thank you. I can read the all caps pretty well.

20 MS. HEATHER BROWN: Good afternoon, my name is Heather Brown. I am the  
21 acting Flood Plain Coordinator. Today we are presenting a revised flood ordinance. This  
22 was actually brought to you last April, it was approved, it did have two readings for  
23 County Council. However, it was pulled before the third reading to add an option for

1 variances. The revision is just pretty much necessary to correct any existing problems  
2 that we've had to make sure that we are compliant with the National Flood Insurance  
3 Program. This has nothing to do with last year's event and it wouldn't have prevented it.  
4 So the only major change in here is the variances, was added to it.

5 ACTING CHAIR CAIRNS: I mean, we can't regulatorily avoid things like October  
6 4<sup>th</sup> [laughter]?

7 MS. BROWN: So as you see it's just a lotta date changes and descriptions, how  
8 the NFIP refers to things and to that.

9 ACTING CHAIR CAIRNS: Thank you. Do we have any questions from  
10 Commission Members? Okay. So do we have a motion regarding the Text  
11 Amendment?

12 MR. THEUS: I move we send this forward with a recommendation for approval.

13 MR. TUTTLE: Second.

14 ACTING CHAIR CAIRNS: All those in favor of the motion?

15 MR. PRICE: Those in favor, Palmer, Greenleaf, Frierson, Cairns, Theus, and  
16 Tuttle.

17 *[Approved: Palmer, Greenleaf, Frierson, Cairns, Theus, Tuttle; Absent for vote: Brown;*  
18 *Absent: Gilchrist]*

19 ACTING CHAIR CAIRNS: Okay. And so we have one last Text Amendment  
20 which has to do with approving duets?

21 **TEXT AMENDMENT #2:**

22 MR. PRICE: Yes, ma'am.

1           ACTING CHAIR CAIRNS: I have one quick question on this. Do we have a  
2 definition of a duet that we're also approving?

3           MR. PRICE: No. I'm gonna get to that.

4           ACTING CHAIR CAIRNS: Okay.

5           MR. PRICE: For this Text Amendment, you know, there are times when we go  
6 through the Land Development Code and there are certain sections that we could miss  
7 for years upon years. It's there. Sometimes people don't use it, sometimes we don't  
8 have to turn to a certain page, we can miss this. However, during some discussions and  
9 during some recent submittals we were looking at our dwelling section and there is a,  
10 there is a definition for a duet. And a duet is a structural use for residential purposes  
11 and consisting of two living units sharing a common wall. That is a duet. And, but we  
12 don't have it identified within our Land Use Table as a permitted use.

13           ACTING CHAIR CAIRNS: Okay.

14           MR. PRICE: Like I say, we have all of our other dwelling uses allowed within our  
15 Table of Permitted Uses, and so all we're doing is just including duets. And in this case  
16 they will go into the multi-family district.

17           MR. THEUS: What's the difference between a duet and a duplex?

18           MR. PRICE: Duplex, yes. We have, there are three units that if you were just  
19 driving by you would see them and they would look the same. We have a zero lot line  
20 common, looks like a duplex, the difference is there's a property line that runs right  
21 down the middle. So they're actually on two separate parcels. You have a duplex,  
22 typically you have a duplex that's on a parcel, it is one structure divided into two  
23 dwellings, but it's –

1           ACTING CHAIR CAIRNS: Owned by a single person.

2           MR. PRICE: Yes. One parcel essentially with two dwellings on it. What the duets  
3 will do is, the reason why they're in the multi-family is because it's another form of  
4 development. What it will allow people to do as opposed to creating, let's say, tri-plexes  
5 or quadra-plexes, they'll be able to do a duplex and do it more like in a multi-family type  
6 development. So this would allow, essentially what it would allow is – duplexes, more  
7 than one duplex on a parcel.

8           ACTING CHAIR CAIRNS: Wait a second. So I'm gonna rewind a little bit. The  
9 zero lot line, so we allow zero lot line where you can have two units sharing a common  
10 wall.

11          MR. PRICE: Yes.

12          ACTING CHAIR CAIRNS: Sounds a lot like a duet, we just haven't called it a  
13 duet.

14          MR. TUTTLE: If I could dive in for a second. I think the duet would cover if you  
15 had in essence multiple duplexes on the same parcel. So zoning would allow you to do  
16 six duets or six duplexes on a parcel they are duets.

17          MR. PRICE: Yes.

18          MR. TUTTLE: Cause technically a duplex is two units on one parcel.

19          MR. PRICE: That's it. That's the –

20          ACTING CHAIR CAIRNS: Well but that's, but I mean, it seems that what makes  
21 the duet unique is that each structure has its own parcel. I mean, each, you know, with  
22 the common wall just like the zero lot line. And so that's what I don't understand, how  
23 you could have six duets on a single parcel cause then it's not a duet.

1 MR. TUTTLE: No, I'm sorry, it would be three buildings of two duplexes each, but  
2 would be six duets on a parcel. It's not –

3 ACTING CHAIR CAIRNS: But I mean, again the whole – cause I did some trying  
4 to figure out what this duet is is that it allows each dwelling unit, even though it's  
5 attached to another one, gets its own parcel.

6 MR. TUTTLE: No.

7 MR. PRICE: No.

8 MR. TUTTLE: No, no, what –

9 ACTING CHAIR CAIRNS: So that's inconsistent with what the industry seems to  
10 call duets, which is everyone gets their own tax map number.

11 MR. TUTTLE: No, that's just fee simple ownership.

12 ACTING CHAIR CAIRNS: Yeah, but with a common wall. That's what makes the  
13 duet unique is the common wall. Which we accomplish through zero lot line.

14 MR. TUTTLE: Well, but no, no, no – so imagine you have 100 acres and you  
15 wanna do whatever density is allowed in duplexes across the 100 acres. You have one  
16 parcel but it's filled with multiple duplexes, i.e., duets. Versus a conventional thing, a  
17 duplex is one building on one parcel. Am I saying that well, Geo?

18 MR. PRICE: Yeah.

19 ACTING CHAIR CAIRNS: But I don't, it seems to me then what we need to do is  
20 allow – so what we're allowing are multiple duets on a single parcel. Why don't we just –  
21 we're gonna have common ownership?

22 MR. TUTTLE: Right. That's right, cause you only have one parcel.



1           ACTING CHAIR CAIRNS: And that's what, and that seems to be what makes  
2 duets different from duplexes is that you don't have common ownership of the two  
3 halves.

4           MR. TUTTLE: Cause you do in a duplex.

5           ACTING CHAIR CAIRNS: In a duplex.

6           MR. TUTTLE: Right.

7           ACTING CHAIR CAIRNS: But in a duet what makes it, what makes a duet  
8 different than a duplex is that it's two owners owning the two halves, where a duplex it's  
9 one owner owning the two units. And so that's what I don't see where what you're  
10 describing is simply allowing multiple duplexes into a single parcel. Which a duet is,  
11 what makes a duet different than a duplex is two owners and you're saying, no, no, no  
12 we don't want two owners. So I think we're making the, you know, I mean, I see what  
13 you're saying that we've had this thing defined as duets but then we haven't ever zoned  
14 them. But I don't, I still think we're missing because if the limitation – and I'm not  
15 opposed to having multiple duplexes on a single parcel, but what makes it a duet is  
16 individual ownership of the two halves and that's not what you're saying.

17           MR. ANDERSON: There's a lotta people that own a whole duplex and they own  
18 both sides.

19           ACTING CHAIR CAIRNS: That's what a duplex is. A duplex is a single structure  
20 owned by one person. When there's two owners that own the two halves that's when it's  
21 a duet.

22           MR. PALMER: Two separate owners.

23           ACTING CHAIR CAIRNS: Two separate owners. Each own their own half.

1 MR. PALMER: So you can't own half a duplex and then the other half you sell to  
2 somebody else? You can't do that?

3 ACTING CHAIR CAIRNS: No, cause there's no way to define the property.

4 MR. ANDERSON: Yeah, cause it's on one tax map number and –

5 ACTING CHAIR CAIRNS: Unless you go into – and that's –

6 MR. THEUS: That's a condo kinda deal.

7 ACTING CHAIR CAIRNS: Condo, right. You turn it into a condo and then you  
8 end up with horizontal property regime act.

9 MR. TUTTLE: Well but you can't because the construction methods are different.

10 ACTING CHAIR CAIRNS: Right.

11 MR. TUTTLE: So in a duplex you don't have an obligation to protect one side  
12 from the other for two hours.

13 ACTING CHAIR CAIRNS: Right, no right, it's the same owner.

14 MR. TUTTLE: Whereas when you do fee simple ownership like a townhome, we  
15 used to do a lotta those, you're required to have a two hour fire break cause I have to  
16 protect owner B from owner A's fire because they're separate.

17 ACTING CHAIR CAIRNS: Right. And that's why there's the –

18 MR. TUTTLE: The construction methods that would be different between the two  
19 definitions as well.

20 ACTING CHAIR CAIRNS: Sure. But that's what I'm trying to get into though, but  
21 a duet, what makes a duet different than a duplex is fee simple ownership of the two  
22 halves.

23 MR. TUTTLE: Well, that wasn't the way I understood it, but –

1 MR. PRICE: I mean, what we have in our Land Development Code, what would  
2 make them different is under – we don't have a definition, we don't have the term  
3 duplex, what we have is called two family dwelling, which essentially is a duplex.

4 ACTING CHAIR CAIRNS: Right.

5 MR. PRICE: And what makes these different is the two family dwelling would be  
6 the only unit, a two unit structure on one parcel.

7 ACTING CHAIR CAIRNS: On a parcel.

8 MR. PRICE: That's it.

9 ACTING CHAIR CAIRNS: So what's our definition of duet?

10 MR. PRICE: A duet doesn't have that restriction, so a structure used for  
11 residential purposes and consisting of two living units sharing a common wall.

12 MS. FRIERSON: And Geo, would you give that definition of the duplex again,  
13 please?

14 MR. PRICE: Okay for a – it's not a duplex but it's a dwelling, two family dwelling,  
15 it's a building on a single lot containing two dwelling units, each which is totally  
16 separated from the other by an unpierced wall extending from ground to roof or an  
17 under pier ceiling and floor extending from exterior wall to exterior wall, except for  
18 common stairwell exterior to both dwelling units.

19 ACTING CHAIR CAIRNS: Okay.

20 MR. THEUS: This essentially is like having a 20 unit apartment complex on one  
21 piece of property, you got 10 units with two dwelling units.

22 ACTING CHAIR CAIRNS: Right.

1 MR. PRICE: Right. Right, I was gonna say, it's like if you went someplace and  
2 you have, go back to your, I don't wanna do 100 acres, but let's say you have 10 acres  
3 and you wanted to do, you put a bunch of tri-plexes on there, or in some cases some  
4 people do quadra-plexes, and that will fall in under our multi-family and they would all  
5 be, you would have these structures on one parcel. You would be able to do the same  
6 thing with duets, this time instead of having to do three you will be able to do two units.

7 MR. THEUS: So are we, I mean, without approving duets nobody can build dual  
8 structures, several dual structures on one parcel.

9 MR. PRICE: No, sir. But yeah, we have a definition for it and that's –

10 MR. PALMER: I got one thing I'd like to add. I think we should add, permitted to  
11 General Commercial since General Commercial allows for 16 units per acre. Which is  
12 the same thing as RM-HD.

13 MR. ANDERSON: Say that again, Pat?

14 MR. PALMER: General Commercial actually includes the RM-HD zoning  
15 classification. It allows up to 16 units per acre for multi-family. So if we're including it in  
16 the multi-family as a multi-family component it should be in GC's permitted category as  
17 well.

18 ACTING CHAIR CAIRNS: It should be in GC. Whether or not GC should have as  
19 much residential is a whole separate issue but you're right, it would be consistent.

20 MR. TUTTLE: So we, Madam Chair, we could still have discussion but I wanna  
21 make a motion that we amend the ordinance that's in front of us to include GC and then  
22 I'd like to make a recommendation that we send that forward to Council with a  
23 recommendation for approval.

1 MR. THEUS: And I second that.

2 ACTING CHAIR CAIRNS: I mean, I will just voice objection only in that I don't  
3 think it's clear what this does and I, and I'm not sure that the duet, our definition of duet  
4 is consistent with what seems to exist. I'm not opposed to what you're trying to do at all.  
5 I'm just not sure this is the way to get there. Okay? But I, I mean, I agree with the idea  
6 that if it's gonna be in RH-MD and HD it oughta be in GC. To stay consistent with how  
7 we treat multi-family residential stuff. But I'm just not sure that this is what duets are  
8 meant to be and, you know, is there a better way to get what you're trying to accomplish  
9 accomplished. I mean, you know, it's almost like if I wanted to go, I mean, if I bought a  
10 100 acre tract of land and wanted to build apartment buildings I wouldn't have to build  
11 just one, I could build five apartment buildings on that single parcel just based on  
12 whatever I wanted. So why aren't these just two unit apartment buildings?

13 MR. TUTTLE: Cause what he's saying is that the – well, because the Code is  
14 addressing it as a two family dwelling.

15 ACTING CHAIR CAIRNS: But why isn't it just considered a multi-family?

16 MR. PRICE: Because multi-family by Code has to be three attached units, three  
17 units.

18 ACTING CHAIR CAIRNS: Okay. Okay.

19 MR. TUTTLE: So there's a gap for the two unit thing –

20 ACTING CHAIR CAIRNS: I gotcha. I gotcha.

21 MR. TUTTLE: - and whether duet's the perfect name for it or not, I don't know but  
22 that's the –

1           ACTING CHAIR CAIRNS: I mean, maybe that's all we need – yeah, but maybe  
2 that's what we need to do is simply allow that in these zoning districts you can do two  
3 unit multi-family structures. I mean, I don't know if that creates another can of worms but  
4 I just, you know, when I saw this duet rather than pull the Code and see if we had a  
5 definition I just went out to Google, you know, found some industry-based definitions  
6 and they all said the thing that makes a duet different than a duplex is fee simple  
7 ownership of the two halves. And so that's why I just, to use a term that, you know, it's  
8 new to us but to use it inconsistent I don't think is such a great idea either. So we have  
9 a motion on the floor to send this forward to Council with an approval and I believe we  
10 got a second. So all those in favor if they could please raise your hand.

11           MR. PRICE: In favor, Palmer, Anderson, Theus, Tuttle, Brown.

12           ACTING CHAIR CAIRNS: And opposed?

13           MR. PRICE: Those opposed: Greenleaf, Frierson, Cairns

14 *[Approved: Palmer, Anderson, Theus, Tuttle, Brown; Opposed: Greenleaf, Frierson,*  
15 *Cairns; Absent: Gilchrist]*

16           ACTING CHAIR CAIRNS: Thank you. I believe that is the extent of our Agenda,  
17 am I right?

18           MR. PRICE: Yes.

19           MR. TUTTLE: Chairman, I make a motion to adjourn.

20           MR. BROWN: Second.

21           ACTING CHAIR CAIRNS: Okay, so we have a motion and a second to adjourn  
22 so thus adjourned. Oh, I have a hammer.

23

1

*[Meeting Adjourned at 2:20pm]*