

Lancaster County Council Infrastructure and Regulation (I & R) Committee Regular Meeting Agenda

Tuesday, October 9, 2018

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

1. **Call to Order Regular Meeting – Committee Chair Larry Honeycutt** 3:00 p.m.
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Citizens Comments**
4. **Approval of Minutes from the August 14, 2018 I&R Committee regular meeting – pgs. 3-6**
5. **Discussion / Action Items**
 - a. Second Amendment to the Bretagne Development Agreement (Applicable Only to Phase 7) – *John Weaver/Penelope Karagounis – pgs. 7-31*
 - b. Upcoming improvements to Buford Battleground – *Ken Obriot, Friends of Buford Battleground*
 - c. Capital Projects Update – *Larry Honeycutt/Nicholas Miller – pgs. 32-34*
 - Animal Shelter
 - Fleet Maintenance Garage
 - Library System
 - EMS Headquarters
 - Barnett Medical Building
 - EMS Substation – Old Bailes Road
 - d. Report on subdivision roads – *Jeff Catoe/Steve Willis – pgs. 35-39*
 - e. Staffing review for Stormwater program – *Scott Edgar – pgs. 40-43*
 - f. Encore paper and litter – *Larry Honeycutt*

6. Executive Session

- a. *Discussion involving a contractual matter: SC Code Section 30-4-70(a)(2).*

7. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.

Lancaster County Council Infrastructure and Regulation Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org



Members of Lancaster County Council
I & R Committee

Larry Honeycutt, District 4, Chairman
Terry Graham, District 1
Billy Mosteller, District 3

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Minutes of the Lancaster County Council Infrastructure and Regulation (I & R) Committee Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, August 14, 2018

Committee Members present were, Terry Graham and Billy Mosteller. Larry Honeycutt was absent. Council member Brian Carnes was also in attendance. Also present were County Administrator Steve Willis, County Attorney John Weaver, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, and various department heads and citizens. A quorum of the Lancaster County I & R Committee was present for the meeting.

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

Call to Order

Committee member Billy Mosteller called the Infrastructure and Regulation (I & R) Committee meeting to order at approximately 3:00 p.m.

Approval of the Agenda

County Administrator, Steve Willis requested that citizen's comments follow the presentation by the representatives from CSX and NCDOT because maybe some questions that the residents may have can be answered by the presenters and something may come up in the presentation that the residents may have questions about.

Attorney John Weaver requested that an Executive Session matter that concerned a legal briefing on a contractual matter be added at the conclusion of discussion/action items.

Terry Graham made the motion to approve the agenda as amended. Agenda was approved as amended by a vote of 2-0.

Approval of Minutes

Terry Graham moved to approve the minutes from the June 12, 2018 I & R Committee regular meeting. The approval of the June 12, 2018 I & R Committee regular meeting minutes passed by a vote of 2-0.

Discussion / Action Items

Discussion of potential plan to close Hector Road Railroad Crossing: purpose, need and history of project and the NEPA process

Brian Gackstette, EI, Division Rail Coordination Engineer, Rail Division, North Carolina Department of Transportation discussed the plan and details regarding the potential plan to close Hector Road Railroad Crossing with the I & R Committee.

Citizens Comments

Jim Carpenter, spoke regarding Hector Road Railroad Crossing.

Lillie McAfee, spoke regarding Hector Road Railroad Crossing.

Brenda Windham, spoke regarding Hector Road Railroad Crossing.

Lillian Strother, spoke regarding Hector Road Railroad Crossing.

Judy Benzel, spoke regarding Hector Road Railroad Crossing.

Crystal Holmes, chose not to speak.

Tim Taylor, spoke regarding Hector Road Railroad Crossing.

Leroy Hood, spoke regarding Hector Road Railroad Crossing.

Betty Vinson, spoke regarding Hector Road Railroad Crossing.

Discussion of Demolition of Abandoned/Destroyed Houses

Zoning Director, Shannon Catoe and Zoning Officer, Amy Bowers

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Shannon Catoe stated that there is currently County Ordinances that is in place for abandonment of homes. They are working with the Building official on how they are going to handle the process of just demolition of homes. Shannon Catoe also stated that there are also some things that they would want to add into the County Ordinance for enforcement.

Update on directional signs for the Recreation Department fields

Steve Willis, County Administrator stated that DOT checked into it and found that they could do them at Buford and Springdale but for the one in Kershaw and Indian Land because they are directly on main roads they do not qualify though the County can put them up at the Counties expense.

Update on Buford Playground

Steve Willis stated that the playground equipment is in place and there is now fencing around it. There are still some issues that need to be worked out but there has been great progress at the Buford playground over the past year.

Discussion of Regent Parkway

Steve Willis, stated some of the information as to who owned the road may be in questions. Regent Parkway is defiantly a private road. Work has been done with the Department of Transportation and came up with the preliminary cost estimate. DOT has made clear that they are not going to pitch in at all.

Councilmember Brian Carnes stated that when you look at the overall road system in the RFATS area it is listed as one of the major roads because of the volume of traffic on that road.

Terry Graham made the motion that this discussion item be placed on the Council agenda for discussion with full Council. Motion passed a vote of 2-0.

Executive Session

Terry Graham made the motion to go into executive session to discuss a contractual matter. Motion passed with a vote of 2-0.

Terry Graham made the motion to come out of executive session. Motion passed with a vote of 2-0.

John Weaver, County attorney stated that during the course of executive session a contractual matter was discussed. During the course of that discussion no votes were taken and no decisions were made.

Terry Graham made the motion that the animal shelter be moved to forward to full Council for

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final consideration with a favorable recommendation from the I&R Committee. Seconded by Billy Mosteller. Motion passed by a vote of 2-0.

Adjournment

Terry Graham moved to adjourn the meeting. Seconded by Billy Mosteller. The motion to adjourn passed by unanimous vote of 2-0. There being no further business, the I & R Committee meeting adjourned at approximately 4:34 p.m.

Respectfully Submitted:

Approved by the I & R Committee

Chelsea Gardner
Deputy Clerk to Council

Larry Honeycutt, Chairman

_____(Space above this line for recording use)

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, for purposes of Phase 7, Developer is the successor to Bretagne Development Group, LLC, who was the original developer of the Property but who is no longer the developer or owner of any phase of the Property;

WHEREAS, Developer seeks to amend the Development Agreement as it relates only to Phase 7 as to allow completion of Phase 7 with an aggregate of [REDACTED] () lots and Fifty-Eight and 97/100 (58.97) acres, more or less, located in the County and generally known as Phase 7 of the Bretagne development;

WHEREAS, Developer and County do not intend for this Second Amendment to modify or otherwise terminate the Development Agreement, the First Amendment, and the Amended Development Agreement as such relates to Phases 1, 2 and 3 of the Bretagne development. Developer and County intend for Phases 1, 2 and 3 to continue to be subject to the Development Agreement, the First Amendment and the Amended Development Agreement;

WHEREAS, Section 5.02(A) of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced; and

WHEREAS, upon approval and execution of this Second Amendment, Developer and County will execute an Amended Development Agreement for Bretagne Phase 7, and the Amended Development Agreement for Bretagne Phase 7 will set forth in one document the Development Agreement as amended by this Second Amendment and it will be applicable only to Phase 7 of the Bretagne development.

NOW THEREFORE, Developer, Carrouth, Pulte, Pearce and County hereby agree to amend the Development Agreement as it relates to Phase 7 of the Bretagne development and as set forth herein:

SECTION 1. The above recitals are incorporated in this Second Amendment as if the recitals were set out in this Second Amendment in their entirety.

SECTION 2. The opening paragraph of the Development Agreement is amended to read:

/This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASE 7 (the "Agreement"), is made and entered into as of the [REDACTED] day of [REDACTED], 2018, by and among STKR BRETAGNE, LLC, a South Carolina limited liability company ("Developer"), MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH ("Carrouth"); PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte"), ROBERT E.

PEARCE AND SUSAN J. PEARCE (“Pearce”) and the COUNTY OF LANCASTER (the “County”), a political subdivision of the State of South Carolina./

SECTION 3. The first recital of the Development Agreement is amended to read:

/WHEREAS, Developer is developing certain real property, consisting of fifty-eight and 97/100 (58.97) acres, more or less, located in the County and known as Phase 7 of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;/

SECTION 4. The definitions in Section 1.02 of the Development Agreement for “Agreement”, “Carrouth”, “Developer”, “Owners”, “Parties” and “Rowland” are amended to read, and definitions for “First Amendment”, “Ordinance No. 2018- ”, “Pulte” and “Pearce” are added:

/(2) ‘Agreement’ means this Development Agreement among County, Developer, Carrouth, Pulte, and Pearce as it relates to the development of Phase 7 and as amended by the Second Amendment.

(3) “Carrouth” means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Michael D. Carrouth, as Trustee under the Will of Arnold Carrouth.

(6) ‘Developer’ means STKR Bretagne, LLC, a South Carolina limited liability company, as successor developer, and its successors in title to the Property who undertake Development of the Property.

(10A) ‘Ordinance No. 2018- ’ means Ordinance No. 2018- of the County approving the Second Amendment.

(11) ‘Owners’ means Carrouth, Pulte and Pearce.

(12) ‘Parties’ means County, Developer, and Owners.

(14) Reserved.

(14A) ‘Second Amendment’ means the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) approved by passage of Ordinance No. 2018- .

(15A) ‘Pearce’ means the owner of the Pearce Tract, as identified in Exhibit A, more specifically being Robert E. Pearce and Susan J. Pearce.

(17) “Pulte” means the owner of the Pulte Tract, as identified in Exhibit A, more specifically being Pulte Home Company, LLC./

SECTION 5. Section 1.04 of the Development, relating to Property, is amended to read:

/This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as Phase 7 of the Bretagne development./

SECTION 6. Section 1.06(A) of the Development Agreement, relating to Permitted Uses (Development Uses), is amended to read:

/The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being [REDACTED] () single-family residential lots. Density is limited to [REDACTED] () dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B./

SECTION 7. Section 1.06(B) of the Development Agreement, relating to Permitted Uses (Model Homes), is amended to read:

/Prior to the installation of water and sewer for Phase 7 of the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits for model single family residences for sale (“Model Homes”). The Model Homes may be connected to temporary water and sewer services, including septic tanks, *provided, that*, the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, *provided, that*, the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes./

SECTION 8. Section 1.09(D) of the Development Agreement, relating to Burdens and Benefits, is amended to read:

/(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Pulte is executing this Agreement solely as the owner of the Pulte Tract, as identified in Exhibit A; and (iii) Pearce is executing this Agreement solely as the owner of the Pearce Tract, as identified on Exhibit A.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract, the Pulte Tract and the Pearce Tract; and (ii) will develop the Carrouth Tract, the Pulte Tract and the Pearce Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer’s obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Pulte acknowledges and agrees that: (i) Developer is responsible for the Development of the Pulte Tract; (ii) if Developer does not acquire title to the Pulte Tract, then

Pulte or its successor in interest will develop the Pulte Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pulte Tract.

(5) Pearce acknowledges and agrees that: (i) Developer is responsible for the Development of the Pearce Tract; (ii) if Developer does not acquire title to the Pearce Tract, then Pearce or its successor in interest will develop the Pearce Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pearce Tract./

SECTION 9. Section 1.10 of the Development Agreement, relating to Term, is amended to read:

/The term of this Agreement commences on the Effective Date of the Second Amendment to this Agreement and terminates on June 3, 2026./

SECTION 10. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended to read:

/Representations and Warranties of Developer and Owners. (A) Developer and Owners represent that the number of acres of highland contained in the Property is forty-seven and 18/100 (47.18) acres.

(B) Developer represents that as of the date of this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this agreement except to the extent that Developer has a contract to purchase the Pearce Tract./

SECTION 11. Section 3.01(B) of the Development Agreement, relating to Vested Right to Develop, is amended to read:

/County agrees that the specific Laws and Land Development Regulations in force as June 4, 2007, unless another date is otherwise specified in this Agreement, as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement./

SECTION 12. Section 3.03(A) of the Development Agreement, relating to Applicability of Subsequently Adopted Laws and Land Development Regulations, is amended to read:

/County may apply laws adopted after June 4, 2007, to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and “laws” which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing on June 4, 2007, which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer./

SECTION 13. Section 4.02 of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

/Developer agrees to pay to the County THREE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$378,000.00) (computed by multiplying 108 units times \$3500) (the “County Payment”). This amount shall be paid in two installments, each in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00). The first installment payment shall be paid on the earlier to occur of the date of the transfer of any Development Rights for Phase 7 of the Bretagne development, or March 31, 2019. The second installment payment shall be paid on the date of recordation of the final subdivision plat for any portion of Phase 7 of the Bretagne development. The determination of the specific use by the County for the County Payment is at the sole discretion of the County Council./

SECTION 14. Section 4.03 of the Development Agreement, relating to Payment of Costs, is amended to read:

/Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 28, 2019, for the County’s reasonable unreimbursed actual costs related to this Agreement, including the costs related to the Second Amendment and the Amended Development Agreement for Bretagne Phase 7. The foregoing cost reimbursement is capped at [REDACTED] (\$ [REDACTED]) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663./

SECTION 15. Section 4.05(A)(4) of the Development Agreement, relating to Roads (Landscape Easement), is amended to read:

/Reserved./

SECTION 16. Section 4.05(A)(5) of the Development Agreement, relating to Roads (Sunset Hollow Road), is amended to read:

/A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the Pearce Tract, as identified in Exhibit A. Developer agrees to seek the closure and abandonment of Sunset Hollow Road. County and Pearce agree to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Pearce with an access route to the Pearce Tract that is acceptable to Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Tract./

SECTION 17. Section 4.05(D) of the Development Agreement, relating to Storm Water Management, is amended to read:

/Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowner's association established for the Bretagne Phase 7 development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development./

SECTION 18. Section 4.06 of the Development Agreement, relating to Library Books, is amended to read:

/Reserved./

SECTION 19. The Development Agreement is amended by adding immediately following Section 4.06:

/Section 4.07. Carolina Thread Trail. (A) Developer agrees to grant to the County an easement along or near Sugar Creek in the common open space area of the Property (the "Easement"). The form of the Easement Agreement is attached to this Agreement as Exhibit G, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Easement Agreement includes a description and plat of the Easement.

(B) Developer agrees that the Easement Agreement and Easement plat shall be recorded prior to the approval of the subdivision plat.

(C) Developer is responsible for the costs and expenses of granting the Easement./

SECTION 20. Section 5.01 of the Development Agreement, relating to Notices, is amended to read:

/Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

With Copy to (which shall not constitute notice):
 County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

And to Developer: STKR Bretagne, LLC
 Attn: Jeffrey Kronengold
 201 S.E. 12th Street, Suite 100
 Fort Lauderdale, FL 33316

And to Carrouth: Michael D. Carrouth
 Fisher & Phillips
 1320 Main Street, Suite 750
 Columbia, SC 29201

With Copy to (which shall not constitute notice):

 Michael W. Tighe, Esquire
 Callison Tighe & Robinson, LLC
 1812 Lincoln Street, Suite 200
 Columbia, SC 29201

And to Pulte: Pulte Home Corporation

Attn: Jon Cherry, Division President
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226

With Copy to (which shall not constitute notice):

Pulte Home Corporation
Attn: Mark McIntyre
1225 Crescent Green Drive, Suite 110
Cary, NC 27518

And to Pearce: Robert E. Pearce and Susan J. Pearce
1107 Sunset Hollow Rd
Indian Land, SC 29707

SECTION 21. Section 5.02(B) of the Development Agreement, relating to Amendments (Major Modifications), is amended to read:

/An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council./

SECTION 22. Section 5.03 of the Development Agreement, relating to Periodic Reviews, is amended to read:

/At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement./

SECTION 23. Exhibit A to the Development Agreement, relating to Property, is amended to read:

/Exhibit A
Property

Carrouth Tract

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, “ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC”, dated April 13, 2007 and recorded

on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00

Pulte Tract

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as “PORTION ‘A’ OF REMAINDER TRACT 1”, PORTION ‘B’ OF REMAINDER TRACT 1”, REMAINDER TRACT 2, SUBTRACT 2”, AND “TRACT 4” on that certain survey entitled, “ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina” dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-001.01

Pearce Tract

All that certain piece, parcel or lot of land, lying and being situate in Indian Land Township, County of Lancaster, State of South Carolina on Sunset Hollow road and being designated as 1.00 acres, more or less, and according to a survey thereof recorded as Plat #11427 in the Office of the Clerk of Court for Lancaster County, South Carolina. Said Plat is hereby incorporated for a more complete description.

DERIVATION: This being the same property conveyed to Robert E. Pearce and Susan J. Pearce by deed from Clover Community Bank dated April 16, 2012 and recorded May 4, 2012 in Deed Book 665 at Page 334 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.02/

SECTION 24. Paragraph 1 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/All trees, shrubs and other vegetation may be cleared from each lot within Bretagne Phase 7; provided, however, trees and other non-invasive natural vegetation within the designated buffer areas of Bretagne Phase 7 shall be preserved./

SECTION 25. Paragraph 6 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Reserved./

SECTION 26. Paragraph 7 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: Bretagne Phase 7 shall have a minimum block length of four hundred feet (400') as measured from road centerline to road centerline./

SECTION 27. Paragraph 10 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following front and side setbacks for corner lots in Bretagne Phase 7 is approved: the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15')./

SECTION 28. The Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended by adding immediately following Paragraph 11:

- /12. Any roads or conditions solely applicable to real property located outside of the Property shall not be applicable to Bretagne Phase 7. Road names are set forth on Exhibit F.*
- 13. Stream buffers may be temporarily impacted for grading and utility activities so long as the impacted buffer areas are re-vegetated and no impervious surfaces are placed over impacted buffer areas except for road crossings, trails, and utility structures./*

SECTION 29. The Density and Acreage Information portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Density and Acreage Information

- The total number acres used to calculate density was original 302.22 for a total overall density for all phases of Bretagne of 400 dwelling units.
- The overall density for the Bretagne development was a total of 400 dwelling units. Phases 1 through 6 have used 274 dwelling units, leaving 126 dwelling units available for Phase 7. The Developer has agreed to reduce the overall available dwelling units from 126 to dwelling units for Phase 7./

SECTION 30. Exhibit C to the Development Agreement, relating to Development Schedule, is amended to read:

/Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2018	0
2019	10
2020	10
2021	10
2022	20
2023	20
2024	20
2025	10
2026	—
2027	—/

SECTION 31. Paragraph (A) of Exhibit D to the Development Agreement, relating to Required Information, is amended to read:

/(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. Developer represents that as of the Effective Date of the Second Amendment to this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the legal only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable

owner of the Pearce Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract./

SECTION 32. Exhibit E to the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

/Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2018-XXXX approving the Second Amendment to this Development Agreement./

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 33. Exhibit F of the Development Agreement, relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with the following Exhibit F:

INSERT NEW EXHIBIT F.

SECTION 34. The Development Agreement is amended by adding immediately following Exhibit F:

/Exhibit G
Carolina Thread Trail Easement Agreement

This EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2018 (the “Effective Date”), by _____, a _____ (the “Grantor”); and LANCASTER COUNTY, a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, Grantor is the developer of certain property located in Lancaster County, South Carolina, which property is more particularly described on Exhibit A attached hereto (the “Property”) and is the owner of the Trail Easement Area and Access Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

1. Trail Easement. The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width running on, over and through the portion of the Property identified as “_____” on the survey attached hereto as Exhibit B and incorporated herein (the “Easement Survey”) for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as “runs” or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County’s contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the “Trail Easement”). The Trail Easement shall include the right but not the obligation to construct, install, use and maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities. Notwithstanding any

other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

2. Access Easement. Grantor hereby grants and conveys to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width running on, over and through [Insert road names] and the portion of the Property identified as “_____” on the Easement Survey for the purpose of parking and accessing the Trail Easement for the purposes set forth herein (the “Access Easement”).

3. Easement for Signage. The Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement and Access Easement to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to for the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

4. Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement and Access Easement; provided, however, Grantor shall be responsible, at its expense, for damage caused to the Trail Easement and Access Easement by Grantor or their employees, contractors, agents or invitees.

5. Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents and any property owners association located within the [Insert name of neighborhood] in Lancaster County, South Carolina (“POA”), reserves the right to cross the Trail Easement and Access Easement as reasonably necessary to perform work for the benefit of the Grantor’s and POA’s land, provided the County is given at least 2 weeks’ prior written notice of any action reasonably requiring closure of the Trail Easement or Access Easement to the public is provided to both the County Administrator and County Attorney by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing.

6. Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 6.

7. Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding

anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

8. Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

9. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

10. Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.

11. Entire Agreement. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

12. Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the Effective Date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____(SEAL)

Name: _____

Witness Its: _____

STATE OF _____)
_____)
COUNTY OF _____)

I, _____, a Notary Public for the State of _____, do
hereby certify that _____, _____ of
_____, a _____, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day
and year first above written.

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness By: _____ (SEAL)
Steve Willis, County Administrator

Witness Attested By: _____ (SEAL)
Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)
_____)
COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Steve Willis, County Administrator of the County of Lancaster, South Carolina, attested by Sherrie Simpson, the Clerk to Council of the County of Lancaster, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public

Name of Notary: _____

My Commission Expires: _____

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey/

SECTION 35. Developer agrees to record this Second Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this Second Amendment.

SECTION 36. (A) Developer and County agree that the County Administrator is authorized to publish an Amended Development Agreement for Bretagne Phase 7 based on the Development Agreement as originally executed and recorded as amended by this Second Amendment (the "Amended Development Agreement Phase 7"). County and Developer agree to cooperate with the execution of the Amended Development Agreement Phase 7. The Amended Development Agreement Phase 7 applies to Phase 7 of the Bretagne development.

(B) Upon execution of this Second Amendment by the parties to it, the Development Agreement applicable to Phase 7 of the Bretagne development consists of the Development Agreement as originally executed and recorded, as amended by this Second Amendment.

SECTION 37. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

SECTION 38. This Second Amendment is effective on the Effective Date.

SIGNATURES ON THE FOLLOWING PAGES.

WITNESSES:

STKR Bretagne, LLC,
a South Carolina limited liability company

BY: _____

ITS:
DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named STKR Bretagne, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

SIGNATURE OF THE CARROUTH TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE CARROUTH TRACT

BY:

Michael D. Carrouth, as Trustee under the
Will of Arnold Carrouth

DATE: _____, 2018

STATE OF _____)
COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Michael D. Carrouth as Trustee under the Will of Arnold Carrouth is duly authorized to sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

SIGNATURE OF THE PULTE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PULTE TRACT:

Pulte Home Company, LLC,
a Michigan limited liability company

BY: _____

ITS:
DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Pulte Home Company, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

SIGNATURE OF THE PEARCE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PEARCE TRACT:

BY: _____
Robert E. Pearce

ITS: _____
DATE: _____, 2018

BY: _____
Susan J. Pearce

DATE: _____, 2018

STATE OF _____)
COUNTY OF _____)
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Robert E. Pearce and Susan J. Pearce, sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2018

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster, South Carolina, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
_____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Project Overview – September 2018

1.) Animal Shelter:

Architectural firm, MPS, has received sign-off on final facility page flip review from County project leadership team [N. Miller, A. Williams, J. Hinson, J. Catoe] along with IT [D. Allman]. MPS to submit final drawings for review with pertinent review boards, i.e., Zoning/Planning/Building. Project documents to be prepared for public bid; bid to be open for four (4) weeks starting in mid-October. After GC is selected, civil work is anticipated to begin near the turn of calendar year. Projected construction completion date is still set for late Q4 2019; project estimate remains at \$2.5 - \$2.8M.

2.) Fleet Maintenance Garage:

Project has been suspended since June 2018 due to budgetary constraints. Architectural programming has been completed by architectural firm, POND; second phase proposal for Schematic Design has been submitted. Awaiting greenlight from County Council to re-engage under revised budgetary appraisal set at \$3.5 - \$4M for total project.

3.) Library System:

Library Board unanimously voted 9/25 to allow architectural firm, MPS, to proceed into Schematic Design phase (~2 months). A continued pursuit of relocation opportunity for Kershaw Branch has been incorporated as a budgetary option, as recommended by MPS and agreed to by Library Board. Town of Kershaw Administrator, Mitch Lucas, will continue to champion discussions for donation of Wells Fargo Building; additional details regarding Wells Fargo acquisition to be presented as they come available. Final determination for Wells Fargo will not be made until end of calendar year 2018. It has been expressly stated and accepted that the only way in which the Wells Fargo location can be accepted for this project is through full donation, only—that is, there can be zero dollars invested into acquisition cost. Any other amount would result in an insurmountable budget discord between the three (3) locations: Main, Del Webb, and Kershaw.

4.) EMS HQ:

Architectural firm, Moseley Architects, is nearing completion of Design Development phase of project. County has signed off on Mechanical/Electrical/Plumbing (“MEP”) as well as IT/low voltage plans for facility. Final site assessments, i.e., plumbing access points & fire marshal input, to be completed ASAP. Construction documents and bid schedule set for late October; project to remain out to bid for four (4) weeks. Renovation completion schedule is TBD, based on bid response and accepted add/deduct bid alternates.

5.) Barnett Medical Building:

Due to impacts of Hurricane Florence and associated levels of precipitation, Barnett Medical Building will require two (2) emergency procurement mitigations to ensure the preservation of County property. First, a replacement roofing system will be installed ASAP. The current roofing system has been critically compromised and is causing severe water damage to interior of building. A Letter of Intent has been signed with a commercial roofing company to complete repairs and installation ASAP. Second, a mold abatement team will be brought into Barnett to eradicate any signs of mold formation from the moisture accruals due to the associated roof concerns. The mold

abatement will take place immediately after the roof installation. Both emergency procurements have been authorized by County Administrator, Steve Willis, and will be pursued as insurance claims accordingly by County Risk Manager, Ryan Whitaker. Design consultation cannot occur until the integrity of the facility is restored; including additional HVAC, plumbing, and electrical systems.

6.) EMS Substation – Old Bailes Rd.

Two (2) competitive design proposals have been secured by County Procurement for design drawings/bridge documents; in addition, awaiting competitive site work proposals from two (2) competitive civil engineering firms to diagnose site status and design/manage on-going site work (beyond County Public Works capabilities). County Stormwater Engineer also to review site documentation accordingly.



June 27, 2018

Mr. Steve Willis, County Administrator
Lancaster County Administration Building
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29720

Dear Mr. Willis:

It was great meeting with you this morning to walk through the building located at 1228 Colonial Commons Ct. in Lancaster. I'm sure that you could tell our local staff is very excited about the possibility of using the building as a future location for the Lancaster County Health Department. We enthusiastically support this endeavor, and we will be glad to assist in any way we can to help make this a reality. We believe it would only take minor construction modifications to fully comply with HIPAA, security, and safety regulations.

Thanks again for considering this opportunity, and don't hesitate to contact me with any questions or input needed to help make your decision. I can be reached via phone at 803-576-2770 or email at reedhm@dhec.sc.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Trey Reed'.

Trey Reed, Region Administrator
SCDHEC – Midlands Public Health Region
Richland County Health Department
2000 Hampton Street
Columbia, SC 29204

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Information Item
Contact Person / Sponsor:	Jeff Catoe/ Steve Willis
Department:	Public Services Division/ Admin.
Date Requested to be on Agenda:	October I&R

Issue for Consideration:

Report on subdivision roads.

Points to Consider:

Jeff commissioned a study of subdivision roads in Lancaster County. This is not entirely panhandle roads but based on growth patterns obviously a large number or in that area. Note this is not all county roads; just county roads in subdivisions.

The full report from Mead and Hunt is quite voluminous and is not copied herein. If any member desires a full report please so advise and we will see that one is provided. Attached are key pages from the report.

Of the roads inspected 10% need full rehabilitation. Cost per linear mile ranges from \$175,000 to \$325,000 depending upon the overall condition.

62% of the roads inspected need preserving. Cost per linear mile ranges from \$125,000 to \$175,000 per mile depending upon the overall condition.

This totals to approximately \$6,300,000 worth of repairs. Obviously this would need to be broken down into multiple years.

Jeff is planning to ask for a road preservation budget in the FY 19-20 budget. This report is presented for discussion only at this point. Obviously any formal action would have to be taken as part of the budget process.

Funding and Liability Factors:

None at this point but obviously the more we delay addressing this the greater our liability grows.

Council Options:

N/A

Staff Recommendation:

N/A

Committee Recommendation:

To be determined – will need to be addressed in the upcoming budget request.

PROFESSIONAL SERVICES FOR
**LANCASTER COUNTY SUBDIVISION
PAVEMENT EVALUATION**
LANCASTER COUNTY PUBLIC WORKS, ROADS AND BRIDGES
LANCASTER, SOUTH CAROLINA



JUNE 1, 2018

**Mead
& Hunt**

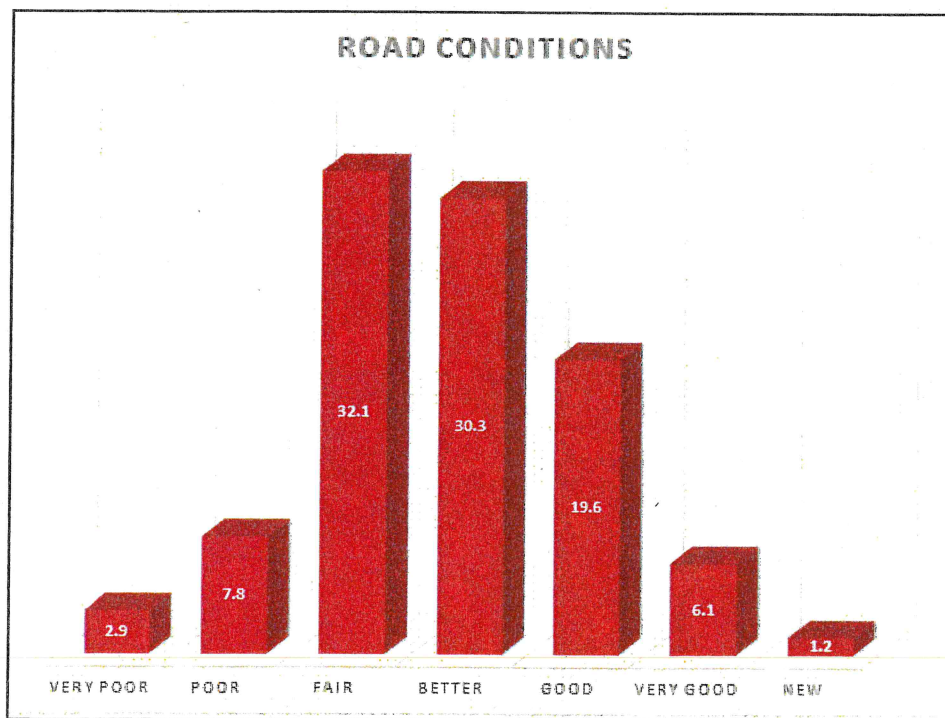
878 South Lake Drive
Lexington, South Carolina 29072
803-785-2090
meadhunt.com

CONCLUSION

The review of the requested subdivisions included the visual inspection of 145 streets in the 19 initial subdivisions and 45 streets in Walnut Creek. The 145 streets totaled approximately 31.59 miles and Walnut Creek consisted of 12.99 miles.

When considering the condition of the pavements of the initial 19 subdivisions, approximately 62% by mileage should be considered for preservation within the next one to two years. Approximately 10% of the streets by mileage should be scheduled for full rehabilitation.

The remaining 28% are currently in good condition and future monitoring of the roads should be continued but no treatments are needed at this time.



CONCLUSION (CONT.)

As for Walnut Creek, four streets should be considered soon for a preservation type treatment. These are Walnut Creek Pkwy., Ridgehaven Road, Cortland Drive and Chasebrook Lane. They make up approximately 24% of the road mileage in the subdivision. The remaining roads in Walnut Creek are in good condition. It should be noted that these roads should be monitored closely as home construction continues in many areas and rapid deterioration could occur due to the heavy construction traffic. Also, more roads are scheduled to be built in the subdivision increasing the mileage of streets before build out is complete.

Based on the most recent bid tabulations from South Carolina Department of Transportation, a basic preservation treatment, assuming 10% patching, is estimated to cost between \$125,000/mile to \$175,000/mile. Compare that to a rehabilitation project that may cost from \$175,000/mile to \$325,000/mile depending on the amount of base failures existing and the type of base repair treatment selected. An individual estimate would need to be performed on each road to develop a more exact cost estimate.

Therefore, based on the visual inspection of the pavements within the initial 19 subdivisions, it could be reasonably expected that the cost to maintain the roads would be approximately \$6.3 million to address the maintenance of road issues. If you consider the cost if the roads are all allowed to deteriorate to a rehabilitation condition, the cost would be over \$10 million. A list of the roads indicating the treatment that each is a candidate for is included in the addendum.

Due to the general use of the roads and the neighborhoods they are located within, excluding those roads beyond preservation, a patch/mill/resurface approach may be considered which would cost approximately an additional \$1.1 million totaling \$7.4 million. This work could be scheduled over the next 4 years allowing for an annual preservation and reclamation budget of \$1.6 million to \$1.9 million per year. To isolate only the preservation portion, \$1.3 million to \$1.6 million per year.

Lancaster County acting soon to preserve the pavements would reduce the overall maintenance cost of these roads by 35% to 40%. Once the preservation program began, it would be recommended to monitor the roads annually and to reschedule preservation treatments at the appropriate times. ■

ADDENDUM

REHABILITATION CANDIDATES

Subdivision

Sedgefield
Sedgefield
Hunters Ridge
Glen Laurel
Providence Crossing
Providence Crossing
Providence Crossing
Providence Crossing
Shiloh Commons
Shiloh Commons
Shiloh Commons
Shiloh Commons
Glen Laurel
Glen Laurel
Glen Laurel
BridgeMill
BridgeMill

Road Name

Sedgefield Dr.
Sawgrass Lane
Setters Lane
Reagan Lane
Avalon Lane
Bentley Drive
Corvette Court
Drew Drive
Quarry Drive
Travertine Drive
Flint Drive
Entrance
Mercer Street
Savoy Place
Buckingham Drive
Enfield Court
Nantucket Rd.

MEMORANDUM

TO: Steve Willis, Lancaster County Administrator

CC: Lisa Robinson, Director of Human Resources

FROM: Jeff Catoe, Director of Public Services
T. Scott Edgar, County Engineer

SUBJECT: Staffing review, Lancaster County Stormwater Management

DATE: October 1, 2018

The Stormwater Management Department is nearing its one-year anniversary and we are very proud of the progress we have made thus far. Building a successful Stormwater Management department requires continual assessment of its ability to meet the needs of the community and comply with NPDES Permit. Lancaster has become the third highest-growth County in the State. This growth is mainly driven by the Indian Land area which, as you know, is our SMS4 target area.

As we begin implementation of the National Pollutant Discharge Elimination System, NPDES, requirements under the SMS4, our staffing needs have become more apparent. To date, the Stormwater Management department has been operating from a reactive rather than proactive position. For example, there has been no progress in collecting background water samples to establish baseline water quality conditions of the streams in the SMS4 area. We suspect that many pollutants are generated in North Carolina not South Carolina. However, we have not been able to validate our suspicions with certified sampling data. We just finished drafting a comprehensive Illicit Discharge ordinance which we will be presenting to you shortly. Once adopted, this ordinance will help us accomplish some significant objectives:

1. To regulate the contribution of pollutants to the SMS4
2. To prohibit illicit connections and discharges to the SMS4
3. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance

While the county grows, so does the need for a reevaluation of staffing and resources. The stormwater/engineering group has been called upon to provide services in many areas outside of our regulated mandated purpose. Many citizens, county staff, and the development community contact us daily requesting services. While we are happy to assist it sometimes stretches our capacities. These additional responsibilities and the expanded SMS4 area were not reflected in our original budget submission. Citizens demands seem to be increasing as many of our service are residents are accustomed to a high level of service from the municipalities they left to join us.

The workload of the two inspector positions has become far more challenging than anticipated. In addition to the high volume of sites to be inspected and reported upon, we have the added task of changing the mindset of a development community who, in the past, have not been held accountable for sediment and erosion control measures in Lancaster County. Establishing working relationships and compliance education has proved to be a time consuming endeavor. With that in mind, we feel it is now necessary to add an additional inspector position to our staff.

Upon interviewing and evaluating two strong candidates for the inspector position, it became apparent that each possess strengths in different areas which would benefit our department greatly. One candidate has a geology degree and soil science experience which will be an asset to our group concerning sediment properties. The other candidate has experience in geographic information systems, GIS, water chemistry, and planning. Both candidates exhibit talents which could prove very useful to fulfill our mandate of NPDES compliance. We have a unique opportunity to add talent which may not be available if we wait until next budget cycle to adjust budgets.

The Stormwater Management department closed out FY 2018 well under our projected budget. Since we are a newly created department, we do not have the benefit of a historical record to use as a basis for developing a more concise prediction of expenditures. For this reason, we are respectfully requesting that Stormwater Management be allowed some flexibility in reallocating some funds into our staff line item in the budget until we can more accurately estimate future budgets. Working with a dedicated stormwater fee, the fund will only increase as development of the Charlotte urbanized area continues to expand. We are literally building a brand new department which includes interpreting local, state, and federal regulations and developing our own program to meet compliance with the mandated Small Municipal Separate Storm Sewer System, SMS4 program. The revenue stream for the Stormwater Management department will increase as development increases in the panhandle. It grew by \$11% or \$113,760 this fiscal year. These increases, reduced outsourced work, and reduced start up costs will allow significant funding to be directed to Capital Improvement Projects, CIPs in the future.

Staff efforts could generally be grouped by specific MCMs in relation to implementation of Lancaster County's SMS4 permit.

- Community outreach position is primarily focused on the first two Minimum Control Measures MCMs;
 - 1. *Public Education and Outreach,*
 - 2. *Public Participation and Involvement.*
- The inspector positions are primarily focused on satisfying MCMs:
 - 3. *Illicit Discharge Detection and Elimination* and
 - 4. *Construction Site Runoff Control.*
 - 5. *Post construction site runoff control*
- The engineering position is primarily focused on implementation of MCMs
 - 5. *Post-Construction Site Runoff* and
 - 6. *Pollution Prevention and Good House Keeping.*
- Management will act as an environmental resource and is responsible for implementation of all SMS4 program aspects.
- Administrative assistant will support all team members in our successful implementation of the Lancaster County permit.

All positions will be involved in some aspect of all MCMs and have a willingness to wear many hats as we build this program. The combined efforts of this team will be focused on improving the quality of life for Lancaster County residents by improving water quality.

Department: 203 Stormwater		2019 FY	Budgeted	Revised	10/1/2018
19-7-203-500-00 Wages Salaries Full Time (7 FTEs)		\$	359,450.00	\$	450,000.00
19-7-203-500-05 Salaries Overtime (5 FTEs)		\$	1,500.00	\$	5,000.00
19-7-203-510-00 Fica Employers Contrib. (7 FTEs)		\$	27,615.00	\$	27,615.00
19-7-203-510-05 SC Ret Employers Contrib. (7 FTEs)		\$	52,555.00	\$	52,555.00
19-7-203-510-15 Health/Life Ins. 7 FTEs		\$	44,510.00	\$	44,510.00
19-7-203-510-25 Workers Comp (7 FTEs)		\$	20,390.00	\$	20,390.00
19-7-203-530-00 Travel, Training, Dues (7 FTEs)		\$	6,000.00	\$	15,000.00
19-7-203-540-00 Supplies General		\$	7,000.00	\$	10,000.00
19-7-203-541-00 Supplies Postage		\$	6,000.00	\$	6,000.00
19-7-203-551-00 Equipment General		\$	10,000.00	\$	15,000.00
19-7-203-560-00 Equipment Capitalized		\$	25,000.00	\$	100,000.00
19-7-203-571-00 Utilities - Telephone		\$	7,500.00	\$	7,500.00
19-7-203-581-00 Rent - Building		\$	24,860.00	\$	66,000.00
19-7-203-590-00 Maintenance - Vehicles		\$	1,500.00	\$	3,500.00
19-7-203-590-05 Gasoline		\$	3,500.00	\$	8,000.00
19-7-203-593-00 Maintenance Service Agreement		\$	3,000.00	\$	3,000.00
19-7-203-600-00 Contractual Services		\$	240,485.00	\$	225,000.00
19-7-203-605-00 CS Printing		\$	3,000.00	\$	3,000.00
19-7-203-690-00 Special Projects		\$	294,585.00	\$	183,143.00
19-7-203-700-00 Outreach Projects		\$	-	\$	20,000.00
19-7-203-750-00 Lease Copiers		\$	3,000.00	\$	3,000.00
19-7-203-961-00 Fund Balance Appropriated		\$	-	\$	-
Stormwater Subtotal FY 2019		\$	1,141,450.00	\$	1,268,213.00
19-7-203-990-00 less Capital Improvement Projects roll over from FY2018 to balance		\$		\$	126,763.00
		\$		\$	1,141,450.00