CITY OF LANCASTER WORK SESSION TUESDAY, MARCH 8, 2022



CITY OF LANCASTER WORK SESSION TUESDAY, MARCH 8, 2022 7:00 P.M.

l.	Invocation & Pledge of Allegiance – Council Member Hood		
II.	Roll Call		
III.	Public Hearing A. 2022 Needs Assessment Hearing (Hutfles)	Pg. 1	
IV.	Special Presentation A. Financial Audit for Year Ended June 30, 2021 (David Phillips, Greene, Finney, Cauley)	Pg. 12	
٧.	Citizen Comments*		
VI.	Employee Comments		
VII.	Approval of Minutes A. Regular Meeting – February 22, 2022	Pg. 20	
/III.	Discussion and Action Items A. Adopting the 2022 Needs Assessment List (Hutfles)		
IX.	Resolutions A. R22-06 A Resolution Granting Lancaster County Water and Sewer District the Privilege Of Purchasing an Additional 1.2 Million Gallons Per Day of Reserved Capacity From the City of Lancaster Wastewater Treatment Plant (Hutfles)	Pg. 25	
Х.	 O22-04 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 0.36 Acres Located at 773 Brooklyn Avenue, 	Pg. 46 Pg. 55	
		Pg. 63	

XI. Adjournment



^{*}Persons desiring to speak should notify the City Clerk prior to the beginning of the meeting. Please begin by stating your name and address. You will have up to 3 minutes to address Council. The entire Citizen Comments portion of the agenda shall not extend longer than thirty (30) minutes. All statements should be addressed to Council as a body and not to individual Council Members. Please be advised that this is not a period of dialogue with Council or a question and answer period.



MEMORANDUM

TO:

Mayor Alston DeVenny

Lancaster City Council

FROM:

Catawba Regional Council of Governments

DATE:

February 23, 2022

SUBJECT:

Needs Assessment Hearing

In order to apply for Community Development Block Grant funds, localities must complete a needs assessment process to gather input from citizens concerning the community needs.

You may recall that a Needs Assessment was recently held on Jan 25, 2022; however, we later discovered that the newspaper ad informing the public of the meeting was not published. Since proper public notification did not occur, the Needs Assessment must be held again.

The City will hold a Needs Assessment Hearing at 7:00 p.m. on Tuesday, March 8, 2022. At this hearing, Catawba Regional Council of Governments staff will present the identified community needs and receive additional comments concerning the current needs, especially as they relate to the low and moderate income persons in the City of Lancaster. Attached is a copy of the public hearing notice that will be published in *The Lancaster News* on Sunday, February 27, 2022.

Attached is the recently revised 2022 Needs Assessment. This list will be reviewed, updated if needed, and voted on to indicate council's approval of the final list at the hearing on March 8th.

Also attached is an overview of the use of Community Development Block Grant funds for the 2022-2023 program year. The next funding round for the Community Development Block Grant program is April 2022 and applications must be requested in March 2022. These dates will be finalized when the SC Department of Commerce updates the Community Development Block Grant Program Statement in January 2022. Infrastructure projects will be eligible in the spring funding round. Community Enrichment, Neighborhood Revitalization and Special Projects applications will be due the middle of September 2022. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

For additional information, please contact Christine Schwartz, Angela Kirkpatrick, Eleanor Mixon, or Grazier Rhea, with Catawba Regional Council of Governments, at 803-327-9041

CITY OF LANCASTER, SC PRIORITIZED COMMUNITY NEEDS

February 2022

The City of Lancaster has completed a process to assess its community needs, especially as they relate to low and moderate income citizens. Following is a list of the prioritized needs that have been identified for the City of Lancaster's Needs Assessment.

- 1. Address storm water and/or drainage for the Taylor Street area drainage basin.
- 2. Repair, replace, or install sidewalks in LMI neighborhoods especially in areas where safe foot travel is needed to connect to goods and services including health facilities, schools, and grocery stores among others.
- 3. Optimize the wastewater treatment plant to improve plant's operational and energy efficient opportunities and to address the growing treatment requirements.
- 4. Upgrade water infrastructure in low and moderate income areas for increased water pressure for housing and public safety, particularly on or near Main Street, West Meeting Street, Belk Street, and Faile Street.
- 5. Upgrade wastewater collection systems in areas where there is a threat to the environment including Basin 13, 14, and 22.
- 6. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
- 7. Build a farmer's market, preferably in the downtown area.
- 8. Eliminate blight in targeted areas by the demolition of vacant, abandoned, and condemned structures in accordance with the City's code enforcement ordinance.
- 9. Complete the environmental clean-up of the Lancaster Mill site and other industrial sites and study abandoned Brownfields to determine the feasibility of redevelopment.
- 10. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries.
- 11. Undertake activities to provide safe and affordable housing through rehabilitation or new construction. Housing rehabilitation is needed in all areas of the City.
- 12. Expand streetscape improvements to the downtown side streets, including Gay Street, to enhance business opportunities in the downtown area.
- Upgrade and extend the City's water distribution and sewer collection systems for improved industrial, commercial and residential development.
- 14. Address crime issues to include better lighting and increasing the number of police substations.
- 15. Acquire and/or rehabilitate vacant, in-town buildings for commercial purposes which may include leasing to committed tenants for a demonstrated market need.
- 16. Provide adult literacy programs and workforce readiness programs.
- 17. Continue to further Fair Housing in the City of Lancaster.

CITY OF LANCASTER, SC PRIORITIZED COMMUNITY NEEDS

- 18. Seek funding to increase public access to the Arts.
- 19. Assist with the development of a mill museum.



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

2022 - 2023

The following is a summary of the proposed uses of CDBG funds for the 2022-2023 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated \$20.2 million from the U.S. Department of Housing and Urban Development (HUD) in 2022.

State CDBG grants are awarded to eligible local governments that are not "entitlement areas". All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities, and a suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development, and Regional Planning. There will be \$17.0 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Special Projects and Public Services, and "Ready to Go". Following is a description of each of program.



I. Community Development

A. Community Infrastructure

Funds Available: \$ 11,353,995

Grant Maximum: \$750,000 (A waiver may be considered for a project addressing an

urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable

CDBG cost.)

Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of

sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented

volunteer or in-kind contributions.

Eligible Activities: Water, sewer, roads, or drainage activities.

Outcome:

Contribute to the creation of healthy and sustainable residential communities through addressing one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards and ensure community sustainability.

2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.

3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

Application Requests due: Monday, March 14, 2022 at 5:00 p.m.

Applications due: Friday April 15, 2022 at 5:00 p.m.



B. Community Enrichment

Funds Available:

\$3,000,000

Grant Maximum:

\$500,000 (\$750,000 for streetscape projects)

Grant Minimum:

\$50,000 (\$25,000 for planning grants/ up to \$50,000 for infrastructure

planning grants with approval.)

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented

volunteer or in-kind contributions.

Eligible Activities:

1. First Priority – Increasing Economic Competitiveness

- Brownfield projects or demolition of obsolete buildings.
- Downtown streetscape improvements where there is significant business activity and prior investment. Projects must include a plan for retail/small business support.
- Planning by professional engineers and architects for regional infrastructure, hazard mitigation, resiliency, and sustainability for eligible public infrastructure and facilities, brownfields clean up and redevelopment, or master drainage studies.

2. Second Priority - Education and Workforce Development

- Libraries library facilities or services (fixed or mobile) to provide expanded library services or computer equipment with broadband capability to enhance skills training and education.
- Publicly owned facilities (except operating school facilities) that offer extended educational opportunities for adult literacy/skills or serve at risk LMI children or youth.
- Transportation-oriented public facilities or services to serve LMI workforce populations.

3. Third Priority – Safe and Healthy Communities

- Public safety facilities and services in LMI areas police substations or other public improvements designed to address crime prevention.
- Demolition of vacant, dilapidated residential structures to address and support crime prevention efforts in a targeted LMI neighborhood.
- Fire substations or fire trucks serving existing stations in LMI residential areas that provide significant improvement in service for in town locations or near business centers.



- Health clinic facilities or equipment in underserved areas or multi-service centers for health or related social services.
- Public facilities modifications to ensure accessibility for disabled persons or for energy efficiency improvements for CDBG-eligible public facilities that will significantly reduce operating burdens and promote sustainability (i.e., replacing windows, upgrading HVAC, etc.)
- New sidewalks in LMI areas where there is a demonstrated need for safe neighborhood foot travel and connectivity to goods or services.

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

Outcome:

This program is designed to fund facilities, services, and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

- 1. Increasing economic competitiveness
- 2. Education and workforce development
- 3. Safe and healthy communities

Application Requests due: Monday, August 15, 2022 at 5:00 p.m.

Applications due: Friday, September 16, 2022 at 5:00 p.m.

C. Neighborhood Revitalization Program

Funds Available: \$1,000,000

Grant Maximum: \$500,000 (\$750,000 if project includes infrastructure activities)

Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of

sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented

volunteer or in-kind contributions.

Planning Phase

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG-funded Village Renaissance Plan) that identifies community needs and prioritizes activities designed to comprehensively revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible



consecutive implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

- Comprehensive needs assessment (qualitative and quantitative) and prioritization.
- Comprehensive strategies for revitalization that guide investments.
- Specific actions to prepare for implementation of revitalization strategies.
- Maps illustrating existing conditions, problems, and proposed solutions.
- Roles and responsibilities neighborhood and local government involvement and commitment in planning and implementation.
- Time frame for implementation of all strategies, including phased activities.

Implementation Phases

Implementation of comprehensive neighborhood revitalization must involve multiple activities including a public safety component. Activities must be described in the plan and may include:

- Infrastructure water, sewer, roads, drainage
- Public facilities sidewalks, security lighting and cameras, police or fire substations, technology, multi-service centers designed to address crime risk factors, walking trails, green space, landscaping
- Housing infrastructure or other activities to support affordable or workforce housing; limited exterior only improvements including facades, minor repairs, energy efficiency improvements, handicap accessibility
- Demolition and clearance of vacant and dilapidated properties
- Public services crime watch program, drug or gang education, awareness or prevention programs

All implementation phases will be competitively selected with no guarantee of funding and must comply with applicable program threshold and citizen participation requirements.

Application Requests due: Monday, August 15, 2022 at 5:00 p.m.

Applications due: Friday, September 16, 2022 at 5:00 p.m.

D. Special Projects and Public Services Program

Funds Available: \$1,000,000

Grant Maximum: \$250,000

Grant Minimum: \$50,000



Match: 10% of the total CDBG request, which can come from a variety of

sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented

volunteer or in-kind contributions.

Outcome:

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

Eligible Activities:

These funds will be used for alternative grant activities and partnerships that meet community development needs of eligible municipalities. Special projects could include historic preservation, innovation, energy conservation, parks, and trails/greenways. New or expanded public service activities are also eligible.

Projects should have significant leveraging, impact, and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on state priorities listed below and the Community Development Selection Criteria:

1. First Priority

• Projects that impact economic development or increase economic competitiveness.

2. Second Priority

• Projects that address public health and safety or improve the long-term sustainability of the community.

3. Third Priority

• Projects that address energy conservation or historic preservation (provided use/re-use is eligible).

Application Requests due: Monday, August 15, 2022 at 5:00 p.m.

Applications due: Friday, September 16, 2022 at 5:00 p.m.

E. "Ready to Go" Public Facilities Program

Funds Available: \$600,000 Grant Maximum: \$500,000

(Note: A wavier will be considered for infrastructure projects

addressing an urgent and compelling need, regional solution, or system-



wide improvements, as well as the extent of leveraging and a

reasonable CDBG cost.)

Grant Minimum:

\$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented

volunteer or in-kind contributions.

Eligible Activities:

The project must be an eligible public facility improvement under the Community Infrastructure or Community Enrichment Program. CDBG funds are for construction or demolition costs only. Brownfields projects may be considered if significant upfront investment of local funds has been made and all other program requirements are met. Activities leading up to bidding must be complete prior to application submission. This includes project design, environmental review, acquisition, and permits. The project must be ready to bid within 60 days of grant award.

Outcome:

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible projects, and being cost effective.

Applications will be accepted on an ongoing basis, based on funding availability.

Program clarifications:

- 1. Projects must address an urgent and compelling need.
- 2. The project requires an upfront investment of local and other funds for planning, project design, and permitting that is substantially equivalent to the required 10% local match.
- 3. Projects must be eligible public facility improvements, and CDBG pays only for construction or demolition and administration.

II. Business Development Program

Funds Available:

\$2,000,000

Grant Maximum:

Job creation/retention

\$10,000/job

Area economic development

\$500,000

• Local goods and services:



o Service area less than 20% poverty or 70% LMI

\$350/LMI person

o Service area equal/more than 20% poverty or 70% LMI

\$1,000/LMI person

Grant Minimum: \$50,000

Match: 10% local match or other equivalent contribution required. Projects to

assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local

government.

Eligible Activities:

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons.

Outcome:

Provision of financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy.

General Program Requirements:

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30-month grant period.
- A unit of local government is limited to one Neighborhood Revitalization project at a time.
- A unit of local government is limited to one open Ready to Go projects at a time.
- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested in submitting a CDBG application, contact *Grazier Rhea, Angela Kirkpatrick, Christine Schwartz, or Eleanor Mixon* at (803) 327-9041.





Financial Audit Presentation Year Ended June 30, 2021

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

OPINION

- > The City's responsibility:
 - ➤ Maintain effective internal controls
 - > There are limitations on internal controls.
 - Regular risk assessment is important, including assessing the risk of fraud.
 - > Financial Statements
 - Accuracy, completeness, and propriety of balances, amounts, and disclosures



- ➤ Greene Finney Cauley, LLP responsibility:
 - Opinion <u>reasonable assurance</u> that financial statements are <u>materially</u> correct
 - Does not address the financial condition of the Organization
 - ➤ Purpose of the audit is not to detect fraud. We cannot take responsibility for finding fraud, if it existed.
 - Issued unmodified opinion
 - Emphasis of matter paragraph for the adoption of GASB #84 "Fiduciary Activities" – Firefighters' 1% Fund (moved from agency fund to special revenue fund)

3

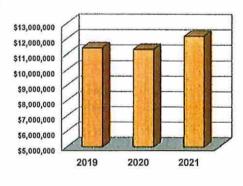


CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

General Fund

- Total fund balance increased \$855k (see following slides for more details).
- Nonspendable fund balance of \$26k for inventory.
- Restricted fund balance of \$158k for drug fund.
- Committed fund balance of \$1.5M for downtown development and economic development.
- Assigned Fund balance of \$3.0M for FY 22 Budget.

GENERAL FUND



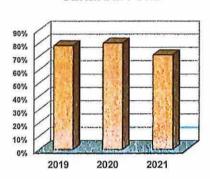
Fund Balance



General Fund

- Unassigned fund balance is \$7.5M (\$8.5M in prior year), which is 71% of 2021 actual expenditures and 55% of 2022 budgeted expenditures
- GFOA recommends a minimum of 16.7% (two months)

GENERAL FUND



Unassigned Fund Balance as a % of General Fund Expenditures

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

- Major Reasons To Maintain An Adequate Fund Balance:
 - Cash flow through second half of calendar year; property taxes and business licenses are cyclical.
 - Significant emergencies and unanticipated expenditures.
 - Flexibility for discretionary funding needs.
 - Potential for better interest rates on debt issues (can save the City money).
 - To cover potential shortfalls from the state (a) due to budget cuts or (b) as a result of the change in legislation (i.e. as when residential property taxes from operations were eliminated and replaced by the state with a one cent sales tax increase ("Act 388")).
 - Extremely important during uncertain economic times (health crisis)



General Fund Revenues:

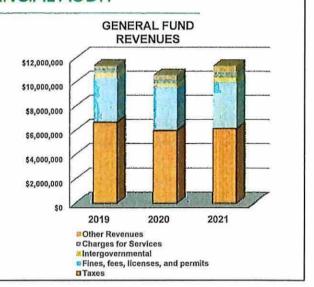
- \$11.4M for 2021:
 - \$6.2M from taxes
 - \$3.8M in fines, fees, licenses, and permits
 - \$0.5M from intergovernmental
 - \$0.3M in charges for services
 - \$0.6M for all other revenues

Increase of \$0.8M from 2020

- Taxes increased \$0.2M
- Fines, fees, licenses, and permits increased \$0.3M
- Grants increased \$0.4M
- All other revenues decreased \$0.1M

\$0.4M (3%) over budget

- Taxes over budget by \$0.4M
- Fines, fees, licenses, and permits over budget by \$0.4M
- Intergovernmental under budget by \$0.3M
 - All other revenues under budget by \$0.1M



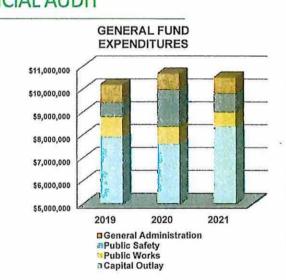


CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

General Fund Expenditures:

\$10.5M for 2021:

- \$3.0M in general administration
- \$5.3M in public safety
- \$0.6M in public works
- \$0.8M in capital outlay
- \$0.8M in other expenditures
- \$0.2M (2%) decrease from 2020
- Increase in general administration of \$0.1M
- Increase in public safety of \$0.7M
- Increase in public works of \$0.1
- Decrease in capital outlay of \$0.8 Increase in all other of \$0.1M
- \$1.6M (13%) under budget
- - General administration under by \$0.3M
 - Public safety under by \$0.6M
 - Public Works under by \$0.1M
 - All other under by \$0.6M





Other Governmental Funds

- Hospitality Tax Fund had approximately \$1.9M in fund balance at year end, all of which was restricted for tourism related expenditures.
 - Revenues of \$1.1M and expenditures of \$0.4M.
 - Fund balance increased \$0.6M compared to \$0.2M in the prior year.

Enterprise Funds

- Gross Revenue Fund had approximately \$32.5M in net position at year end.
 - Revenues (including capital contributions) of \$8.4M and expenditures of \$6.7M.
 - Net position increased \$1.7M compared to \$1.9M in the prior year.
- Solid Waste Fund had approximately \$1.2M in net position at year end.
 - Revenues of \$2.8M and expenditures of \$2.7M.
 - · Net position increased \$0.1M compared to \$0.2M in the prior year.

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

Net Pension Liability:

- Relates to the City's proportionate shares of the net pension liabilities and deferred outflows/inflows of resources related to the City's participation in the South Carolina Retirement System and the SC Police Officers Retirement System ("Plans").
- Total Net Pension Liability of \$15.3M on the City's Statement of Net Position for 2021.
 - Increase of \$1.5M from 2020 (\$13.8 M in prior year) primarily due to an increase in overall net pension liabilities at the State and/or the City's proportionate percentage of the pension liabilities in these Plans.
 - No net impact on governmental funds but does impact the proprietary/enterprise funds and government-wide financial statements.
 - PEBA approved continuing rate increases of 1% each year (suspended 1% rate increase for FY 2021 due to health crisis) until a final employer rate of 18.56% and 21.24% for the SCRS and PORS, respectively, is achieved.
 - Significant pension disclosures in Note IV.B.



Other Items of Note:

- Total capital assets were \$48.0M at June 30, 2021 an increase of \$0.3M from June 30, 2020:
 - Total capital asset additions of \$3.4M which consisted mainly of:
 - * CIP \$1.1M
 - Vehicles, machinery and equipment, and other assets \$2.3M
 - Depreciation expense of \$3.1M.
 - Construction in progress is \$0.9M at June 30, 2021 primarily related to Water/Sewer projects.

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

Other Items of Note:

- Total long-term obligations outstanding at June 30, 2021 were \$8.7M – decrease of \$0.8M from June 30, 2020:
 - Principal payments of \$1.2M made during 2021.
 - New capital lease for \$0.4M for sanitation trucks.
- Legal debt limit was \$2.2M (8.0% of assessed value) for which the City had no applicable outstanding debt.
- Total debt service payments for FY 2022 on outstanding debt obligations is expected to be \$1.0M (\$0.9M in principal and \$0.1M in interest).



Other Items of Note (Continued)

On March 11, 2020, the World Health Organization declared the coronavirus (COVID-19) outbreak a pandemic. The COVID-19 outbreak in the United States has resulted in a significant impact on the economy and the financial markets. If this pandemic continues or strengthens due to new variants, the City may experience significant decreases in its (a) growth-oriented revenues (i.e. business licenses, building permits, hospitality taxes, etc.), (b) charges for services (i.e. recreation charges, etc.), and (c) property tax revenues (i.e. business closures/failures, foreclosures, less vehicle purchases/taxes, etc.).

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

AUDITING/ACCOUNTING UPDATE:

- * Future Significant Changes in Auditing Principles:
 - None
- Future Significant Changes in Accounting Principles:
 - GASB #87 "Leases" provides new guidance on reporting leases as generally all leases will report an intangible right-to-use lease asset and lease liability (similar to capital lease accounting). The City is required to implement in FY 2022.



Compliance

- A Single Audit was performed on the Community Development Block Grant ("CDBG") program – no issues were noted.
- No findings, significant deficiencies, or material weaknesses were noted.

Management Letter

 Required communications to management and those charged with governance – no comments.

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CITY OF LANCASTER, SC 2021 FINANCIAL AUDIT

Summary

- Unmodified opinion on the Financial Statements from Greene Finney Cauley, LLP.
- Strong financial condition as of June 30, 2021.
- Tressie did a great job of filling in and helping with the audit. All staff members were great to work with.

CITY OF LANCASTER REGULAR MEETING TUESDAY, FEBRUARY 22, 2022

A meeting of the Lancaster City Council was held in the City Hall Council Chambers on Tuesday, February 22, 2022, at 7:00 p.m.

Mayor T. Alston DeVenny called the meeting to order. A notice of the meeting was posted at City Hall and placed on the City's website. The local news media was contacted of the meeting time and place. The meeting was open to the public with social spacing and the wearing of face coverings being recommended

I. Invocation & Pledge of Allegiance

Council Member Harris offered the Invocation and Pledge of Allegiance

II. Roll Call

Present: Mayor Alston DeVenny, Council Member Harris, Council Member Hood, Council Member Jones, and Council Member Sowell

Absent: Council Member Mackey and Council Member Taylor

Others Present: City Administrator Flip Hutfles, City Attorney Mitch Norrell, City Clerk Tracy Rabon, Director of Building and Zoning Louis Streater, Court Administrator Cammie Heath, Assistant Finance Director Tressie Barber Thompson, Fire Marshall Tom Lever for Fire Chief Justin McLellan, Interim Police Chief Phillip Hall, Public Utilities Director Donnie Ledford, Public Works Director Rendell Mingo, Sanitation & Maintenance Operations Director Matt Berry, Human Resources Director Angela Roberson, IT Director Jarvis Driggers and Greg Summers with The Lancaster News

III. Special Presentation

A. South Carolina Revenue and Fiscal Affairs 2020 Redistricting Benchmark Report
Adam DeMars, GIS State Coordinator, with the SC Revenue and Fiscal Affairs presented
Council with the 2020 Redistricting Benchmark Report.

Council Member Harris asked Mr. DeMars if Council chooses to continue to work with the South Carolina Revenue and Fiscal Affairs Office, when would the work begin. Mr. DeMars stated work would begin mid-March. Mr. DeMars asked Council to begin looking at areas viable for redistricting that would not divide neighborhoods.

IV. Citizen Comments

Stacia Sistare of 1008 Hudson Street addressed Council to express concern with the City securing a consulting firm to fill the Chief of Police position. Ms. Sistare also expressed support for Interim Police Chief Philip Hall as Chief of Police

Kevin Anderson of 1137 Hwy 9 Bypass agreed with Ms. Sistare and expressed his support of Interim Police Chief Phillip Hall as Chief of Police.

Tamecca Neely addressed Council expressing concern with Council's ability to make decisions on not only the Police Chief position but also not making a decision on the moratorium that she previously requested. Ms. Neely also expressed concern about Council Members being absent during Council meetings

Brooke Crenshaw addressed Council with concerns of Council not showing support for the Interim Police Chief, former Police Chief or current employees.

Jared Terry addressed Council expressing concern with the hiring of a consulting firm to search for a Police Chief and expressed support for Interim Police Chief Philip Hall as Police Chief.

Tonya Ross addressed Council to state the *We The People Committee* is standing firm to continue the fight for equal rights and stated "Hall was the first Beck." Ms. Ross went on to state she was not concerned with who the Council selected to be the Police Chief but expects equal treatment for the citizens of the City.

Multiple comments were made from citizens in the audience. Mayor DeVenny called for order and asked that the discussions end or be moved outside.

V. Employee Comments

Council Member Mackey addressed Council to submit his resignation stating that he did not agree with the decisions being made regarding the Police Chief selection and voiced his support of Interim Chief Phillip Hall.

Interim Police Chief Phillip Hall addressed Council regarding the recent hiring of a recruiting firm to fill the position of Police Chief. Chief Hall stated he tried to lead his staff but felt as if he did not have leadership from Council. Chief Hall acknowledged that he received Council's message loud and clear that he was not the right man for the job. Chief Hall also stated that he witnessed the dismissal of the "most popular chief in the history of the department" that lead by example and not only stood in the gap but bridged the gap when the city was experiencing racial tension. Chief Hall stated he has submitted his retirement package to the state of SC and his retirement date will be April 1, 2022.

VI. Approval of Minutes

A. Work Session - February 8, 2022

Council Member Sowell asked that "and" be changed to "or" in line one on the third page of the minutes from the February 8, 2022 meeting. Making the sentence read as follows: Lt. Tayor also noted that prior to leaving, the participants will have to zero out on the breathalyzer <u>or</u> will only be released to a person of 21 years of age or older after that person signs a liability Release Form.

Motion: To approve the minutes for the Work Session on February 8, 2022 **Moved by** Council Member Sowell, **Seconded by** Council Member Harris

Vote: Motion carried by unanimous roll call vote

Action: Approved

VII. Monthly Reports for January 2022

Council Member Harris thanked Mr. Streater for addressing an issue that arose on Pardue Circle regarding illegal dumping. Council Member Harris also thanked Mr. Berry for the additional signage at Pardue Circle. Mr. Streater gave Council an update about the new subdivision, Rosegate, located off Hwy 9 Bypass. Mr. Streater stated there are four homes in the subdivision that are under construction with a grand opening scheduled soon. Mr. Streater also discussed the new subdivision Oakleaf behind Belk. This apartment complex will be for senior living with two buildings being constructed that house twelve cottage units.

Council Member Harris asked Ms. Heath about the pending court cases. Ms. Heath stated that due to the Christmas holidays, regular trials were not held, but weekly bench trials are now being held to get caught up. Ms. Heath also noted that an order from the State Supreme Court lifting the mask requirement and social distancing rules will take effect on March 1, 2022.. Court can now be held back at the Arch Street Court Room and not at the 15th Street building.

Council Member Sowell thanked Mr. Berry for the glass cleanup after the wreck that occurred on Main Street. Mr. Berry stated the cleanup was completed by Nathan Chesser who always does a thorough job. Council Member Harris asked Mr. Berry when the remaining Christmas decorations would be taken down. Mr. Berry stated the plan is to have them removed within the following week, depending on staffing. Council Member Harris also asked about the ramp at the Springs House. Mr. Berry stated they are currently waiting on the handrails to be installed.

Council Member Harris asked Ms. Roberson about the 39 employment applications received and the status. Mrs. Roberson stated she completed on orientation earlier today for a Fire Fighter I position, and two new hires will be coming for orientation on March 8th and two patrol officers are in process.

Council had no further questions or concerns regarding the Monthly Reports for February 2022. The complete report is available for review in the City Clerk's office.

VIII. Cash Management and Finance Report for January 2022

Assistant Finance Director Tressie Barber Thompson presented the January 2022 Cash Management and Finance Report

Mayor DeVenny asked if the ARPA funds are required to be separated out from the General Fund. Ms. Barber Thompson stated that it was not required, but she though it would be easier to track. Mr. Hutfles stated it was the recommendation of the Municipal Association of SC and the Government Finance Officer Association to separate the funds.

Council had no further questions or concerns. The complete report is available for review in the City Clerk's office.

IX. Discussion and Action Items

A. Awarding the Williams Estate Subdivision CDBG Sewer Rehabilitation Project Construction Contract to Vortex Services, LLC, contingent upon State Approval, In the Amount of \$973,118.03

Mr. Hutfles presented Council with information on the Williams Estate Subdivision Rehabilitation project. Mr. Hutfles stated that in September 2020 the City was awarded a \$750,000 Community Development Block Grant to rehab and upgrade the sewer lines in that area. This project will replace and reline almost two miles of sewer mains and rehabilitate eleven manholes with an estimated cost of \$1,250,000. Mr. Hutfles reported that three contractors requested plans but the City only received one bid from Vortex Services, LLC, at a price of \$973,118.03. The City's engineering firm for this project, American Engineering Consultants, is recommending awarding the bid to Vortex Services, LLC. Vortex's bid is \$86,882 less that the estimated construction cost.

Motion: To award the Williams Estate Subdivision CDBG Sewer Rehabilitation Project construction contract to Vortex, LLC, contingent upon state approval, in the amount of \$973,118.03

Moved by Council Member Hood, Seconded by Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

X. Resolution

A. R22-05 A Resolution to Adopt Criteria to be Used in Developing the 2020 Redistricting Plan Tracy Rabon, City Clerk, presented Council with R22-05 to adopt the criteria used in developing the 2020 Redistricting Plan. Mr. Hutfles noted that the upcoming subdivisions in the City limits are not included as this is a report completed based on the 2020 census.

Motion: To adopt R22-05 a Resolution to adopt criteria to be used in developing the 2020

Redistricting Plan.

Moved by Council Member Harris, Seconded by Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

XI. Ordinance

A. 022-01 (Second Reading) An Ordinance Amending the City of Lancaster Operating Budget for Fiscal Year 2020-2021

Motion: To adopt the second reading of O22-01 an Ordinance amending the City of

Lancaster Operating Budget for Fiscal Year 2020-2021

Moved by Council Member Harris, Seconded by Council Member Hood

Vote: Motion carried by unanimous roll call vote

Action: Approved

B. O22-02 (Second Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 0.13 Acres Located at 1169 Ashley Way, and Owned by Elvin Josue Vasquez Villalobos

Motion: To adopt the second reading of O22-02 an Ordinance annexing into the City of Lancaster, South Carolina one parcel of land totaling 0.13 acres located at 1169 Ashley Way, and owned by Elvin Josue Vasquez Villalobos

Moved by Council Member Harris, Seconded by Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

C. 022-03 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 1.08 Acres Located on the Southside Of Elliott Street, and Owned by BVJ Properties, LLC

Mr. Hutfles presented Council with O22-03 an Ordinance annexing 1.08 acres located on the southside of Elliott Street into the City limits. Mr. Hutfles stated the property currently does not have water and sewer services. BVJ Properties purchased the property on December 17, 2021, with the intent to subdivide the land into three separate parcels and to build three single family residential dwelling units.

Mayor DeVenny asked Mr. Streater if BJV Properties has other construction projects in the City. Mr. Streater stated they have two homes recently completed at the corner of Barr Street and Wylie Street and two additional homes under construction on the same corner as well as four homes under construction on Prince Lane.

Motion: To adopt the first reading of O22-03 an Ordinance annexing into the City of Lancaster, South Carolina one parcel of land totaling 1.08 acres located on the southside of Elliott Street, and owned by BVI Properties, LLC

Moved by Council Member Jones, Seconded by Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

XII. Executive Session-Attorney-Client Privilege (§30-4-70(a)(2))

A. To discuss the Gallo Utility Development Agreement

B. To receive legal advice

Motion: To enter Executive Session

Moved by Council Member Hood, Seconded by Council Member Harris

Vote: Motion carried by unanimous roll call vote

Action: Approved

Motion: To re-enter the Regular Meeting

Moved by Council Member Harris, Seconded by Council Member Hood

Vote: Motion carried by unanimous roll call vote

Action: Approved

XIII. Adjournment

Motion: To adjourn

Moved by Council Member Harris, Seconded by Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Adjourned

There being no further business, Council adjourned at 10:20 p.m.

Respectfully submitted,

Tracy Rabon
City Clerk

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RESOLUTION R22-06

A RESOLUTION GRANTING LANCASTER COUNTY WATER AND SEWER DISTRICT THE PRIVILEGE OF PURCHASING AN ADDITIONAL 1.2 MILLION GALLONS PER DAY OF RESERVED CAPACITY FROM THE CITY OF LANCASTER WASTEWATER TREATMENT PLANT

WHEREAS, in October 1994, the City of Lancaster and the Lancaster County Water and Sewer District entered into an agreement for the delivery and treatment of the District's wastewater by the City; and

WHEREAS, paragraph 14 of this agreement allows for modifications of the agreement; and

WHEREAS, Lancaster County has been experiencing rapid development growth in the past years; and

WHEREAS, the District has nearly exhausted its reserved capacity at the City's wastewater treatment plant; and

WHEREAS, the district requested to purchase an additional 1.2 million gallons of reserve capacity from the City; and

WHEREAS, the City has recently been able to reduce the wastewater treatment plant flow allocation by 1.99 million gallons per day by removing duplicate entries and development projects that never materialized; and

WHEREAS, the Lancaster City Council feels encouraging residential and commercial growth near the city limits is in the City's best interest.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled the following:

- Section 1. The City grants Lancaster County Water and Sewer District the privilege to purchase an additional 1.2 million gallons per day of reserve capacity.
- Section 2. The payment for the additional reserve capacity shall be in accordance with paragraph 3 and 4 of the October 1994 wastewater treatment agreement between the City of Lancaster and the Lancaster County Water and Sewer District.
- Section 3. Except as otherwise expressly provided all terms, covenants, and provisions of the agreement mentioned above remain valid and enforceable.
- Section 4. The City Administrator is herewith authorized to execute such documents as reasonable to implement the purpose of this Resolution.

DONE IN MEETING ASSEMBLED on the 8th day of March 2022, and to become effective March 8, 2022.

	Yeas Nays
Requested by:	
City Administrator	T. Alston Devenny, Mayor
Approved as to Form:	
Mitch Norrell, City Attorney	Tracy Rabon, Municipal Clerk

1994 WASTEWATER TREATMENT AGREEMENT LANCASTER COUNTY WATER AND SEWER COMMISSION

AND

CITY OF LANCASTER

STATE OF SOUTH CAROLINA

AGREEMENT FOR TREATMENT OF WASTEWATER

COUNTY OF LANCASTER

THIS AGREEMENT is made this _____ day of October, 1994, between the City of Lancaster ("City") and Lancaster County Water and Sewer District ("District").

WHEREAS, to the best of the current knowledge of City and District, City owns and operates a wastewater collection system and a wastewater treatment plant both of which have a capacity presently capable of accepting at certain points of entry for collection and treatment that certain wastewater of District expected to be generated from its existing wastewater collection system;

WHEREAS, City wishes to sell to District treatment of certain of its wastewater generally described above once such has been delivered to acceptable points of entry into City's wastewater system, and District wishes to buy from City these services, in accordance with the terms, covenants and provisions set forth herein;

WHEREAS, by Resolution enacted on the 13th day of September, 1994, by the Council of City, the sale of wastewater treatment by City to District in accordance with the provisions of the said Resolution was approved by City's governing body, and the execution of this Agreement by the City Administrator and its attestation by the Mayor as required by the said Resolution was duly authorized; and

WHEREAS, by Resolution enacted on the 13th day of September, 1994, by the Board of Commissioners of District, the sale of wastewater treatment by City to District in accordance with the provisions of the said Resolution was approved by District's governing body, and the execution of this Agreement by the Chairman and its attestation by the Secretary as required by the said Resolution was duly authorized.

WITNESSETH:

FOR AND IN CONSIDERATION OF the terms, covenants and provisions set forth hereinbelow, City and District hereby agree as follows:

1. Treatment of District's Wastewater. City shall accept such wastewater delivered by District into City's collection system and treat the wastewater in accordance with methods accepted by any governmental authority with regulatory jurisdiction over City. Except as otherwise provided in any pretreatment agreement between District and City, District shall relinquish and have no further responsibility for its

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wastewater, including transportation to the wastewater plant of City and treatment thereof by City, upon delivery of the wastewater to certain designated points of entry to which District and City have agreed in Paragraph 6 below, where District's collection lines join City's collection system.

2. Quantity. District may deliver to City, and City shall accept, District's wastewater, at the points of entry specified in Paragraph 6 below, during the term of this Agreement or any renewal or extension thereof, in such quantity as may be requested by District, not to exceed a quantity of one million (1,000,000 GPD) gallons per day, for which District shall pay City as provided in Paragraphs 3 and 4 below. Regardless of the actual amount of wastewater delivered by District to City on any particular day during the term of this Agreement or any renewal or extension thereof, City hereby sells to District, and guarantees the availability of, a capacity of one million (1,000,000 GPD) gallons per day, which capacity, in whole or in part, shall be available for use by District, in its sole discretion.

City hereby also grants District a right of first refusal to purchase, on the same terms and conditions as the treatment of the above quantity of one million (1,000,000 GPD) gallons per day, additional wastewater treatment in increments of one hundred thousand (100,000 GPD) gallons per day, for which District shall pay City as provided in Paragraphs 3 and 4 below; provided, however, that District's right to any such additional treatment is contingent upon City not needing such capacity to fulfill any of its then pre-existing treatment obligations.

In addition, on an interim basis, the duration of which to be subject to further agreement between District and City, if City has any excess treatment capacity at any time during the term of this Agreement, District may purchase such excess capacity at the same price for which it is then paying City for District's other purchased capacity, provided City's collection system has the ability to transport the additional wastewater to its treatment plant. In the event that District has an immediate, emergency need for excess treatment capacity, City may transfer an agreed upon portion of its excess treatment capacity to District for whatever price District is already paying for capacity, provided City's collection system has the ability to transport District's immediate, emergency excess wastewater to City's treatment plant.

3. Payment for Capacity. District shall pay City monthly for that capacity purchased by District, in accordance with Paragraph 2 above, an amount which is the same as one-twelfth (1/12) of that portion of City's annual debt service payment on just its wastewater treatment plant and any qualifying improvements thereto (excluding the City's collection system) directly attributable or proportionate to the annual capacity purchased by District. This formula is actually and more particularly computed as follows.

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As used herein, City's "annual debt service payment" shall refer to the entire annual indebtedness of City, payable over any term set forth in any bond or loan documents, incurred solely for the purpose of construction of its wastewater treatment plant, in whole or in part, and any qualifying improvements thereto City's the collection system). "Oualifying (excluding improvements" include sums expended on the entire plant to enhance the plant's ability to improve the quality of treated wastewater, excluding operation, maintenance, repair and replacement costs, and excluding any increases to the quantity of wastewater capable of being treated by the plant. In the event that City's "annual debt service payment" is a part of a borrowing which includes proceeds spent for purposes other than construction of wastewater treatment plant, in whole or in part, and qualifying improvements thereto (excluding the City's collection system), City shall segregate the other indebtedness from the indebtedness for the wastewater treatment plant and any qualifying improvements thereto, and shall not include the other indebtedness in any computation of its "annual debt service payment" or in any capacity charges imposed by it on District. At no time shall City's "annual debt service payment" encompass any sums borrowed to defray operation, maintenance, repair and/or replacement costs of City's treatment plant and of any qualifying improvements thereto; if any of these costs derive from borrowed funds, City shall charge District for them as an OMR charge, pursuant to Paragraph 4 below.

Once City has determined its "annual debt service payment", it shall compare the annual capacity purchased by District, in accordance with Paragraph 2 above, against City's total annual available treatment capacity, in order to arrive at the percentage of capacity during that year which District has purchased in City's treatment plant. That percentage shall then be multiplied by City's "annual debt service payment", as defined above, to yield the total amount of District's annual capacity payment to City. District's annual capacity payment to City shall be divided by twelve to arrive at the amount of District's monthly capacity payment.

While it is not probable, it is at least possible that during the term of this Agreement there may be a time when City may not have outstanding any debt related to construction of its wastewater treatment plant, in whole or in part, and any qualifying improvements thereto. Should such prove to be the case, District shall not be required to make any payment to City for District's purchased capacity. In the event City resumes at any time during the term of this Agreement an "annual debt service payment", District shall once again be obligated to make monthly payments to City for District's purchased capacity.

At the beginning of each calendar year, District shall designate its total projected purchase of capacity for that year.

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City shall utilize District's projection of capacity to prepare an estimate of District's capacity charges for that upcoming year, based on City's then outstanding "annual debt service payment", as The estimate shall detail the computation of defined above. City's "annual debt service payment", of District's percentage of the total available capacity of the treatment plant and qualifying improvements thereto, and of the total annual capacity payment to be made by District to City. A copy of such estimate or budget shall be furnished by City to District no later than January 15th of each year. District may review and comment on the budget, but must share its comments, if any, with City on or before January 30th in order to avoid imposition of initial capacity charges for that calendar year computed on the basis of that budget. amendments or modifications to the budget which have the effect of altering District's capacity charges must be in writing and approved by both District and City.

At the end of each calendar year, once District and City actually know for that year the total capacity payments made by District to City, the total capacity purchased by District and City's "annual debt service payment", as defined above, City shall re-compute its charges to District for capacity purchased by it during the year in order to verify the correctness thereof. If the amount paid to City by District for capacity for that calendar year is less than the amount to which City is hereby entitled, then District shall pay to City the difference. Conversely, if the amount paid to City by District for capacity for that calendar year is more than the amount to which City is hereby entitled, then City shall pay to District the difference or credit the difference to District's capacity charges for the next year, at the option of District.

Any capacity rate computed in accordance with this Paragraph shall apply to all capacity purchased by District from City in accordance with this Agreement, whether such quantity be defined as initial, additional, interim or emergency, as those terms are used in Paragraph 2 above.

4. Payment for Treatment. In addition to the capacity charges set forth in Paragraph 3 above, District shall pay City for treatment of the amount of District's wastewater actually delivered to City at any of the designated points of entry. District's treatment charges shall be projected annually in advance, paid monthly during the calendar year based upon one-twelfth (1/12) of the annual projection and subjected at the end of each year to an itemized accounting, with retroactive payment adjustments based thereon, as follows. The following formula for computing treatment charges payable by District to City shall also apply to any period of time when this Agreement is in force for less than an entire calendar year, such as at the beginning or the end of the term hereunder.

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At the beginning of each calendar year, City shall prepare an operation, maintenance, and repair and/or replacement ("OMR") budget which details those projected OMR costs of treatment for The budget shall include labor, utilities, that calendar year. chemicals, repairs, insurance, and all other cost and expense items related to OMR of City's wastewater treatment plant and qualifying improvements thereto. The budget shall also include any contribution to the contingency and depreciation fund for the repair and/or replacement of any equipment or other items related to the treatment plant and qualifying improvements thereto. In no event may City include in the budget any costs or expenses related to operating and providing any non-wastewater treatment services, including any non-utility overhead or administrative costs. shall promptly furnish a copy of such budget to District for its review and comment. Once District and City have agreed to the budget, the budget shall become the annual projection, and onetwelfth (1/12) thereof shall be the amount of District's monthly payment for treatment charges.

In addition, and as a separate rate factor, City may include in its treatment charges to District an infiltration/inflow ("I/I") charge for any points of entry where volume of wastewater delivered by District to City is less than 100,000 gallons per At any points of entry where volume is below this minimum calculate threshold, District shall its consumption data attributable to such point(s) of entry to City. consumption data confirms that the volume at such point(s) of entry is below the minimum threshold, City may then compute an I/I charge for each such point(s) of entry based upon two hundred (200) gallons per day per diameter inch per mile of District's pipe. This figure (200 gallons x diameter size of pipe x number of miles x number of days) shall be added to the total other wastewater (which excludes any volume from any point(s) of entry below the minimum threshold) delivered by District to City during the same period of time, which shall then be multiplied by City's budgeted OMR rate, to arrive at the amount of District's treatment charges. The applicable monthly I/I charge may be added by City to District's other monthly treatment charges.

At the end of each calendar year, following District's receipt of an audit of the actual annual OMR costs for wastewater treatment for that calendar year, City shall compute the actual per thousand gallon cost of treatment for that year. If the amount paid to City by District for treatment for that calendar year is less than the actual per thousand gallon cost times the amount of wastewater treatment furnished to District during the year, then District shall pay to City the difference. Conversely, if the amount paid to City by District for treatment for that calendar year is more than the actual per thousand gallon cost times the amount of wastewater treatment furnished to District during the year, then City shall pay to District the difference or

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credit the difference to District's treatment costs for the next year, at the option of District.

City may increase or decrease annually the price charged District hereunder for wastewater treatment. Any increase in the price charged District hereunder for wastewater treatment shall be predicated upon a demonstrable change in the actual costs of providing District such treatment hereunder, substantiated by a proportionate increase in City's own sewer rates to its own direct sewer customers, whether households or otherwise, or by other adequate and proper evidence of increases in the costs of wastewater treatment, capable of being submitted by City to District upon request for review and comment by District. In no event may City increase or justify in any way an increase in the cost of wastewater treatment charged to District on the grounds that City's cost of operating and providing any non-wastewater treatment services, including any non-utility overhead or administrative costs, has increased.

Any treatment rate computed in accordance with this Paragraph shall apply to all wastewater actually delivered by District to City for treatment in accordance with this Agreement, whether such quantity be defined as initial, additional, interim or emergency, as those terms are used in Paragraph 2 above.

- 5. Billing Procedure. On or before the twenty-fifth (25th) day of the month preceding any billing, District shall provide City with District's consumption data for any point(s) of entry where the volume of delivered wastewater falls below the minimum threshold of 100,000 gallons per day, in order to enable City to compute its entire bill to District. City shall furnish District at its principal office address on or about the first day of each month with an itemized statement of the amount of wastewater treatment furnished District and the amount of capacity purchased by District during the preceding monthly billing period, which shall be paid by District to City. District shall remit payment to City on or before the fifteenth of each month. Failure on the part of District to pay City for any treated wastewater and purchased capacity shall subject District to those of City's remedies reserved unto it by its regulations in effect at the time of billing, unless such failure is because of City's alleged breach hereunder, in which event City shall not be entitled to refuse to accept District's wastewater, nor shall City discontinue treatment of District's wastewater.
- 6. <u>Points of Entry.</u> Points of entry of District's wastewater into City's wastewater collection system appear on Exhibit "A" attached hereto and made a part hereof, to which District and City hereby agree. During the term of this Agreement, District and City may agree to additional or different points of entry, or to terminate or close certain points of entry, including any of those listed on Exhibit "A", provided the total

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flow or volume of wastewater accepted into City's collection system at any time does not exceed the quantity of wastewater treatment sold by City to District pursuant to Paragraph 2 above.

City and District agree that during the term of this Agreement, operation, maintenance, repair and/or replacement of their respective collection systems and City's treatment plant shall be accomplished in such a way so as to minimize the risk of backflows, surges, or any other unusual condition that may cause damage to any property of either, and that each of them shall operate their facilities to ensure the proper delivery of District's wastewater to City's collection system for treatment by its wastewater plant. Each of District and City shall bear the risk of damage to its respective collection system and City's treatment plant by reason of the connection of District's collection system to that of City's. Each of District and City shall be responsible for the operation, maintenance, repair and/or replacement of its respective properties.

- Measurement. If the I/I factor is not applicable under Paragraph 4 above because the volume of wastewater delivered by District to City at any point of entry equals or exceeds one hundred thousand (100,000) gallons per day, District hereby agrees to maintain in place and functioning at any such points of entry which meet or exceed this minimum volume threshold the necessary equipment and devices for measuring properly the quantity of wastewater delivered by District to City, together with such above ground structures or other structures as necessary to house and protect reasonably such equipment and devices. Such equipment and devices shall be of a type meeting the standards of the Water Pollution Control Federation or other standards acceptable to District and City. Such equipment, devices and structures shall be located at sites selected and provided for such purpose by City and District within the service area of each of them or at a common boundary, for the wastewater to be delivered by District to District and City shall each have access to all such equipment, devices and structures for examination and visual inspection at all reasonable times, but the reading of any meters billing and calibration adjustment for purposes, maintenance thereof shall be done by City. No tampering or adjustment of any meters shall be done by District. purpose of this Agreement, the official record of readings of the meter(s) shall be the journal or computer record or other record maintained by City. District and City shall have access to such record at all reasonable times.
- 8. Meter Calibration. At least once in each calendar year, an independent certified meter expert shall calibrate the meters measuring the amount of wastewater delivered by District to City. City shall give District forty-eight (48) hours advance notice of such calibration so that District may have a representative present for such calibration. District and City shall jointly

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observe any adjustments made to a meter in case any other adjustments may be necessary.

Upon the request of either District or City, any meter shall be certified by a certified meter expert, upon notice to both City and District as is reasonable under the circumstances. In the event that such certification shows that the meter is accurate within a range of +-2%, the requesting party shall pay for the certification. In the event that such certification shows that the meter is not accurate within a range of +-2%, City and District shall share the cost of the certification.

To adjust billing for certification that is not accurate within the above range, District and City shall review available data to determine with as much certainty as possible the date upon which the inaccuracy began. Upon making such determination, the readings for the twelve (12) month period prior to the date of detection of the inaccuracy shall be reviewed, together with data relating to increase or decrease in use for the period of twelve (12) months prior to the discovery of the problem to the then present time. Billing for the period of time during which the problem persisted shall then be re-calculated based upon this determination of the date when the inaccuracy began, to which District and City must agree. If agreement cannot be reached between District and City, treatment charges based on flow measurement shall be determined from the twelve (12) month flow prior to detection of the inaccuracy by computing a monthly average.

- 9. Term of Agreement. This Agreement shall become effective upon execution by and delivery of it to District and City. Agreement shall remain valid and enforceable for a period of twenty (20) years from the date when it becomes effective. Agreement shall be renewed automatically for an additional term of twenty (20) years at the expiration of the original term unless District and/or City furnish the other with notice in writing of non-renewal no less than five (5) years in advance of expiration of the original term. District is hereby given the right to extend the original or additional term of this Agreement to coincide with the term of any loan or other indebtedness owed by District to the United States Department of Agriculture, acting by and through the Farmers Home Administration ("FmHA"), or any other lender, or in connection with any other borrowing; City hereby agrees to provide to District any information reasonably requested by it for presentation to any lender or in connection with any other borrowing by it, acknowledging and/or confirming the extension of this Agreement to coincide with the term of any loan or other indebtedness of District.
- 10. <u>Non-Exclusive Treatment.</u> District shall be under no obligation by virtue of this Agreement to deliver any wastewater to City for treatment, at any time or at all times, but District

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shall be obligated to pay City for the minimum capacity purchased in accordance with Paragraph 2 above, which is designed to compensate City for having wastewater treatment services available to District upon its demand. District may obtain treatment of any of its wastewater by any legal means alternative to use of City's wastewater treatment plant, particularly in the event of any service interruptions by City, as set forth in Paragraph 11 below.

11. Service Interruptions. City shall, at all times, operate and maintain its wastewater treatment system in an efficient manner and shall take such action as may be necessary to treat District's wastewater delivered by it to City, in accordance with the terms of this Agreement. District shall receive no less than forty-eight (48) hours advance notice of any shutoff or interruption in service; except in emergencies, notice shall be reasonable under the circumstances.

Any temporary or partial failure in treatment of District's wastewater by City shall be remedied with all possible dispatch. In the event of an extended inability to treat District's wastewater, or if the ability of City to treat District's wastewater is otherwise diminished over an extended period of time, the quantity of wastewater which District may deliver to City hereunder shall be reduced or diminished by City in the same ratio or proportion as the supply of treatment services to City's other customers is reduced or diminished, without any liability on the part of District to City, including as to any failure to pay City for any minimum quantity of treatment hereunder, except to the extent applicable law provides otherwise.

In the event of a meter failure which prevents or impairs the gathering of data for any month or portion of a month, for billing purposes, the number of days affected by the failure during the month shall be billed on the basis of the average daily delivery of wastewater by District for the same days during the previous year, adjusted by the percentage of increased or decreased delivery of wastewater billed District thirty days prior to the failure during the prior year, compared with consumption thirty days prior to the failure during the year of failure.

Any interruption in wastewater treatment services furnished by City to District hereunder due to emergency failures of pressure because of difficulties with any pump stations, power failures, flood, fire, breaks or other problems with City's collection system, earthquake or any other catastrophe or cause beyond the exclusive control of City shall excuse City from performance hereunder for such reasonable period of time as may be necessary to restore service to District hereunder; however, during any period when there has been an interruption in wastewater treatment services, District shall not be responsible to City for payment for treatment of any minimum quantities as may

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P.O. 80X 789
ROCK HILL, S.C. 29731
TEL. 803 / 327-7191
FAX 803 / 327-3868

otherwise be provided herein which have been rendered unavailable because of the service interruption.

<u>Indemnification</u>. District and City agree to indemnify, defend, hold harmless and reimburse each other from and against any and all losses, liabilities, expenses and all claims for damages, of any third party, of any nature whatsoever, relating to or arising out of any action or failure to act by either of them, relating to or arising out of the performance or failure to perform by either of them, of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages to third parties shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for any appeals. It is specifically understood and agreed that recovery under this Paragraph shall be limited to the indemnitor's insurance coverage protecting against any such claims or losses, and any statutory restrictions on such recoveries applicable to District and/or City.

District and City each agree to notify the other forthwith of any civil or criminal action(s) filed against it in connection with its respective wastewater operations or of any notice of violation from any federal or state agency in connection with its respective wastewater operations or of any claim arising out of its performance or failure to perform any of the obligations under this Agreement. District or City, whichever is applicable, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in the defense.

In the event City and/or District breaches any of the provisions of this Paragraph by failing to indemnify hereunder, such failure shall be considered breach of a material obligation under this Agreement and can be remedied hereunder after expiration of the time set forth in the notice to cure, all in accordance with Paragraph 13 below.

Events of Default; Remedies. In the event District 13. fails to make any payment required by this Agreement, after ten (10) days written notice to it of such failure, City may institute such action, legal or otherwise, as may be necessary to enforce payment of any amounts due, including interest on past due amounts at Nationsbank's prime rate of interest then in effect, adjusted monthly, and may discontinue service to District until full payment has been made by it to City, unless such non-payment is because of any alleged breach hereunder by City. If District fails to observe any other covenant or agreement herein made, City may, after ten (10) days written notice to District of such failure, bring action against it for specific performance by it orfor damages resulting from the breach nonperformance of this Agreement; City shall, however, have an

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affirmative duty to minimize any losses or damages as a result of any covenant default by District hereunder.

If City fails to observe any covenant or agreement set forth herein, District may, after ten (10) days written notice to City of such failure, bring action against it for specific performance by it of the terms of this Agreement, or for damages resulting from the breach or nonperformance of this Agreement; District shall, however, have an affirmative duty to minimize any losses or damages as a result of any covenant default by City hereunder.

- 14. <u>Modification of Contract</u>. The terms, covenants and provisions of this Agreement may be modified or altered only by written consent executed by both District and City, acting through their respective governing bodies.
- Regulatory Agencies. This Agreement is subject to any 15. rules, regulations or laws as may be applicable to similar wastewater treatment agreements in the state of South Carolina and/or the United States of America. Each of District and City hereby agrees to use its best efforts to meet or comply with all rules, regulations or laws of any governing authorities with regulatory jurisdiction over it while this Agreement is in force and effect; provided, however, that this clause shall not be construed as waiving the right of either District or City to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement. If necessary, City and District shall collaborate in obtaining any required permits to give effect or continuing effect to any provision of this Agreement. By its signature hereinbelow, District agrees to follow and abide by all rules, regulations and requirements of City applicable to its customers, including District, in effect during any time while this Agreement is valid and enforceable, except as may otherwise be provided herein, and except that rates charged by City for treatment furnished to District shall be in accordance herewith.
- 16. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the state of South Carolina, and District and City hereby consent to the jurisdiction of the courts of the state of South Carolina for the purpose of resolution of any dispute which may arise hereunder.
- 17. <u>Successors</u>. In the event of any occurrence rendering District and/or City incapable of performing under this Agreement because of its acquisition by or consolidation with any other entity, whether the result of legal process or otherwise, the successor of either or both shall succeed to the rights of its predecessor hereunder, upon fulfillment of all obligations of its predecessor hereunder.

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ATTORNEYS AT LAW

245 E. IMAIN STREET

P.D. BOX 780

ROCK HILL, S.C. 29731

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- 18. Assignment of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of District and City; provided, however, that neither this Agreement nor any interest herein shall be assigned or transferred by either District or City without the prior written consent of the other.
- 19. <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or given when dispatched by telecopy when telecopy notice is permitted by express provisions of this Agreement, addressed as follows:

Lancaster County Water & Sewer District P. O. Box 1009
Lancaster, SC 29720

City of Landaster P. O. Box 1149 Lancaster, SC 29721

- If any section, paragraph, clause or 20. <u>Severability</u>. provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid and/or waived through non-enforcement, this Agreement shall be otherwise unaffected by such determination and all of the provisions of this Agreement shall otherwise remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid and/or waived through nonenforcement had not been adjudicated at all. In the event of any such invalidity, District and City shall promptly negotiate in good faith valid new provisions to restore this Agreement to its original intent and effect. If either of District or City decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the non-enforcing party in the future to enforce that provision in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.
- 21. <u>Termination</u>. City and District may agree to early termination of this Agreement upon reasonable notice by the terminating party to the non-terminating party. The termination shall become effective upon a mutually agreed upon time.
- 22. Entire Agreement. This Agreement shall constitute the entire understanding between District and City, superseding any and all prior or contemporaneous understandings, oral or written, specifically including any prior written wastewater treatment agreements and addenda thereto, pertaining to the subject matter contained herein. Neither District nor City has relied, or will rely, upon any oral or written representation or oral or written information made or given to either by any representative of the

SPENCER & SPENCER, P.A.

ATTORNEYS AT LAW

245 E. JAANN STREET

P.O. BÖX 750

ROCK HILL, S.C. 29731

TEL, 803 / 327-7191

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contained herein. Neither District nor City has relied, or will rely, upon any oral or written representation or oral or written information made or given to either by any representative of the other or anyone on its behalf prior to or contemporaneous with the execution of this Agreement.

- Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Headings herein are for convenience only and shall not affect the construction of any provision hereof.
- Authority to Bind. The undersigned, on behalf of District and City, by their signatures hereinbelow, purport to bind, covenant, represent and warrant that they have the authority of their respective principals to bind it to the terms, covenants and conditions of this Agreement; provided, however, District's authority to bind hereunder is contingent upon the approval of FmHA for the District to enter into this Agreement.
- Paragraphs, titles, headings and 25. Caption Sections. captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
- Exhibits Incorporated by Reference. All exhibits referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Agreement.

IN WITNESS WHEREOF, District and City, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in three (3) counterparts, each of which shall constitute an original.

In the Presence of:

(As to City)

LANCASTER COUNTY WATER AND SEWER DISTRICT

ATTORNEYS AT LAW 245 E. MAIN STREET P.O. BOX 790 K HILL, S.C. 29731

> TEL, 803 / 327-7191 FAX 803/327-3868

SPENCER & SPENCER, P.A.

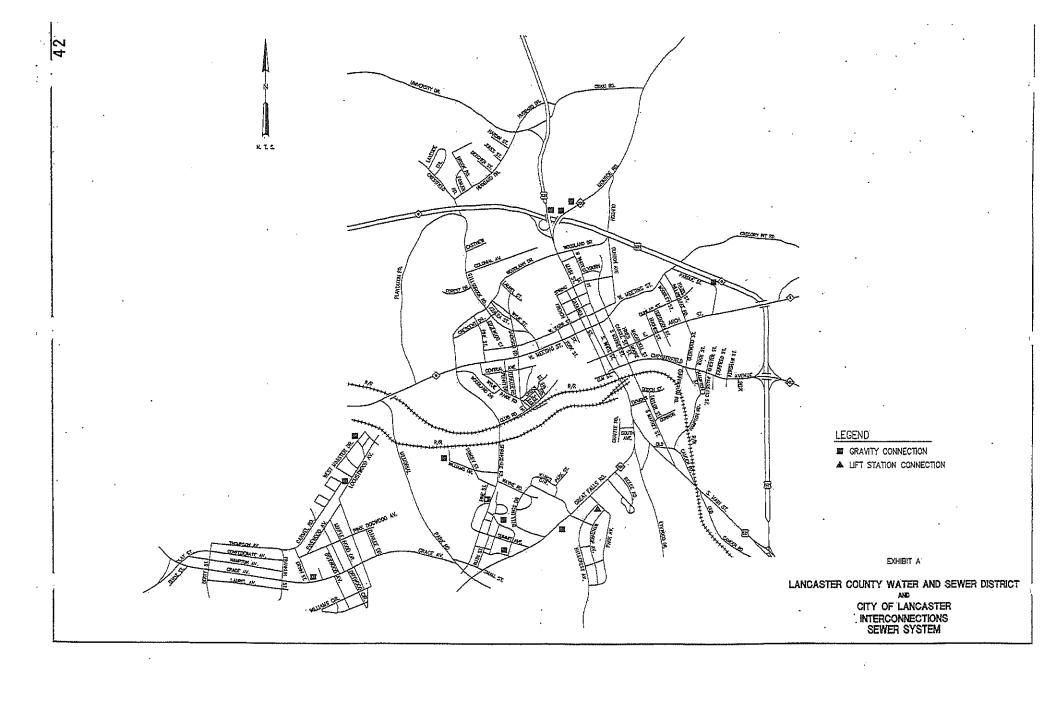
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ITY OF LANCASTER
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r Treatment of Wastewater between ewer District and the City of by FmHA.
ARMERS HOME ADMINISTRATION
State Director of South Carolina Hill gammany 4 , 19 95 ated January 4 , 19 95
the City of Lancaster, manifested is Agreement is hereby pledged by r District to FmHA as part of the ed States of America to Lancaster
ANCASTER COUNTY WATER ND SEWER DISTRICT
: Samie Hage
PTEST: Robert C Faile
ccepted on behalf of
ARMERS HOME ADMINISTRATION
State Director of South Carolina
HIEF COMMUNITY YEUSINGS MOZA

SPENCER & SPENCER, P.A.
ATTORNEYS AT LAW
245 E. MAIN STREET
P.O. BOX 760
. HILL, S.C. 28731
1. BOX / 327-7191
. FAX 803 / 327-3868

jws/jws/corp/15913



STATE OF SOUTH CAROLINA COUNTY OF LANCASTER

FIRST MODIFICATION TO AGREEMENT FOR TREATMENT OF WASTEWATER

THIS MODIFICATION (Modification) is made and entered into this Zakaka, 2000 by and between Lancaster County Water and Sewer District (District) and the City of Lancaster (City). (District and City are hereafter referred to as the Parties).

RECTTALS:

WHEREAS, on October 11, 1994, the Parties executed an Agreement for Treatment of Wastewater (Agreement);

WHEREAS, pursuant to Paragraph 14 of the Agreement, modifications to the Agreement must be in writing and signed by the Parties acting through their respective governing bodies;

WHEREAS, pursuant to Paragraph 2 of the Agreement, the District has the right to purchase from the City an additional 1 million gpd (as defined therein) of wastewater treatment capacity, for which the District shall pay the City in accordance with Paragraphs 3 and 4 of the Agreement;

WHEREAS, pursuant to Paragraph 6 of the Agreement, the District and the City may agree to additional or different points of entry of the District's lines into those of the City;

WHEREAS, the Parties now wish to modify the Agreement by increasing the amount of capacity purchased by the District and adding a point of entry of the District's lines into those of the City, primarily in order to treat and dispose of the wastewater from the real property consisting of approximately 6,261 acres located on the eastern side of Fishing Creek Reservoir in Lancaster County, South Carolina, owned by Crescent Resources, Inc. or its assigns, and more commonly known as the "Catawba Ridge Development."

WITNESSETH:

NOW, THEREFORE, in consideration of the forgoing preamulary recitals, and of the covenants and conditions set forth below, District and City hereby modify the Agreement, as follows:

SPENCER, P.A.
ATTORNEYS AT LAW
226 E. MAIN STREET
P.O. BOX 790
ROCK HILL, S.C. 29731
TEL, 803 / 327-7191

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1. Modifications to the Agreement.

- A. Pursuant to Paragraph 2, subparagraph 2 of the Agreement, the District hereby agrees to purchase, on the same terms and conditions as the treatment of the quantity of one million (1,000,000) gallons per day already purchased by the District under the Agreement, additional wastewater treatment capacity of one hundred thousand (100,000) gallons per day, for which the District shall pay the City as provided in Paragraphs 3 and 4 of the Agreement.
- B. Pursuant to Paragraph 6 of the Agreement, the City hereby agrees to add a point of entry at the City's wastewater treatment plant, as more particularly shown on **Exhibit A** attached hereto and made a part hereof, for the District to deliver wastewater, including from the Catawba Ridge Development, to the City's wastewater treatment plant for treatment and disposal in accordance with the Agreement.
- C. To the extent of its ownership of real property or rights held by it under existing easements or encroachment permits, the City shall grant to the District any and all rights-of-way which the District deems necessary for installation of its wastewater lines to the point of entry specified in Paragraph 1 B above.
- In addition to payment for wastewater treatment D. in accordance with Paragraph 4 of the Agreement, the District shall pay the City for wastewater delivered pursuant hereto a proportional sum towards the capital expense of sludge disposal from the City's wastewater treatment plant. amount which the District is to pay shall be determined by multiplying the percentage of wastewater delivered to the City's plant which comes from the District, by the City's total capital expense of sludge disposal from its treatment plant. The amount which is owed by the District to the City for sludge disposal shall appear separately on each bill submitted to the District pursuant to the Agreement.

SPENCER & SPENCER, P.A.
ATTORNEYS AT LAW
226 E. MAIN STREET
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ROCK HLL, S.C. 29731
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- E. By their signatures herein below, the Parties hereby acknowledge and affirm that this First Modification constitutes an amendment of the Agreement pursuant to Paragraph 14 thereof, and is binding upon them in accordance with the terms herein.
- 2. Reaffirmation. Except as otherwise expressly provided herein, all terms, covenants and provisions of the Agreement remain valid and enforceable as fully as if reiterated herein, and are hereby republished and reaffirmed by the Parties.

IN WITNESS WHEREOF, the District and the City, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed on the date first written above.

WITNESSES:

LANCASTER COUNTY WATER AND SEWER DISTRICT

By: Herman & Steele

Attest: Robert C Frela

WITNESSES:

Sinda D. Taughan

CITY OF LANCASTER

Attest:

SPENCER & SPENCER, P.A.
ATTORNEYS AT LAW
226 E. MAIN STREET
P.O. BOX 790
ROCK HILL, S.C. 29731
TEL. 803 / 327-7191

Agenda Item X.A

City of Lancaster City Council Meeting March 8, 2022

TO:

City Council

SUBJECT: INITIATED BY:

Annexation Ordinance

BVJ Properties, LLC

PREPARED BY:

City Administrator

Background: Article I Chapter 28 of the City Code states in part that neither water nor sewer services shall be furnished or rendered in any area outside the city limits unless the customer executes a utility service/annexation agreement. Furthermore, this agreement states that the City can call at any time for the owner to petition to annex into the City.

The property on the southside of Elliott Street does not have water and sewer services. BVJ Properties purchased the property on December 17, 2021, with the intent to subdivide the land into three separate parcels and to build three single family residential dwelling units.

This tract of land adjoins the city limits to the east and west.

Council unanimously approved the first reading of Ordinance O22-03 at the February 22, 2022 City Council meeting.

Financial: Currently this parcel if appraised at \$15,700. However, when the parcel is subdivided it is probable that 3 two-story single family residential dwelling units will be constructed. Using the latest sale data, after construction the appraised value for each individual parcel should be approximately \$230,000. As a primary residential dwelling unit, the property will be assessed at the 4% residential rate, which generate approximately \$4,850 in property tax for all three parcels. Furthermore, this annexation will not place any additional burden on the existing police and fire services, and residential trash.

<u>Policy Considerations</u>: Section 28-1, 28-2, and 28-3 of the City Code. Furthermore, the proposed annexation would be in the best interest of the City as there will be no additional burdens placed on existing City residents.

Recommendations/Actions: Approve Ordinance O22-03.

<u>Attachments:</u> Ordinance O22-03, annexation petition, deed, plat, proposed subdivision plat, and location map.

ORDINANCE 022-03

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 1.08 ACRES LOCATED ON THE SOUTHSIDE OF ELLIOTT STREET, AND OWNED BY BVJ PROPERTIES, LLC

WHEREAS, the South Carolina Code of Laws of 1976, as amended, Title 5 Chapter 3 provides for the process for municipalities to annex property; and

WHEREAS, the City of Lancaster has enacted a Zoning Ordinance which governs the annexation and rezoning of annexed property; and

WHEREAS, a proper petition has been filed with the City of Lancaster by 100 percent of the freeholders owning 100 percent of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City of Lancaster under provisions of South Carolina Code Section 5-3-150(3); and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Lancaster.

NOW, THEREFORE, BE IT ORDAINED, by Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the property herein described below is hereby annexed to and becomes a party of the City of Lancaster.

ALL those piece, parcel, or lot of land, lying, being and situate near the City of Lancaster, Lancaster County, South Carolina fronting on Elliot Street, and being more particularly designated as Lot Nos. 4 (Four), 5 (Five), and 6 (Six) on plat of "Springview Sub-Division No. 11" made by Wm. Charles Hendley, Jr. Land Surveying, dated March 12, 1984, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat No. 6438.

Derivation: This being the same property conveyed to Kathy B. O'Brien and Deena B. Totherow by Deed recorded March 10, 2008 in the Register of Deeds/Clerk of Court for Lancaster County, South Carolina in Deed Book 454 at Page 25.

Tax Map No.: 0082D-0K-021.00

The property shall have an interim zoning classification of R-6 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 8th day of March 2022, and to become effective March 8, 2022.

Yeas	Nays	
Yeas		

Requested by:	
BVJ Properties, LLC	T. Alston DeVenny, Mayor
Approved as to Form:	
Mitch Norrell, City Attorney	Tracy Rabon, Municipal Clerk
	First Reading: February 22, 2022 Second Reading: March 8, 2022



City of Lancaster Annexation Petition

216 South Catawba Street PO Box 1149 Lancaster SC 29721-1149 Phone: 803-283-4253

INFORMATION				
Petitioner/Owner Name BYJ PROPERTIES, LLC	Telephone 704-	443.6300		
	THAPLOKE NC :			
Additional Owner Name (if applicable)	Telephone			
Mailing Address / City ST ZIP	<u>, , , , , , , , , , , , , , , , , , , </u>			
Additional Owner Name (if applicable)	Telephone			
Mailing Address / City ST ZIP				
GENERAL LOCATION OF SUBJECT PROPE	RTY OR PROPERTI	ES		
ELLION GIREET	Tax Map # 0082D - Acres (±) 6083e Tax Map #	Requested Zoning Requested Zoning Requested Zoning		
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	Acres (±)	į		
Attach a metes and bounds legal description prepared by a surveyor registere	Acres (±) d in South Carolina as E	Exhibit A of this petition.		
Attach a metes and bounds legal description prepared by a surveyor registere PETITIONER'S STATEMENT AND A	d in South Carolina as E	Exhibit A of this petition.		
I, the undersigned, pursuant to Section 5-3-150(3) of the Code of Laws of be at least 18 years of age and owner of all the area described on Exhibit whose name(s) appear on the county tax records as the owner(s) of said a property described on Exhibit A attached hereto be annexed into the classified in the above indicated City Zoning District. I certify that I hav Sections 28-2 and 31-24(e) of the City of Lancaster Code of Ordinance contiguous properties and extension of City services pending final act	of in South Carolina as E SSURANCES of the State of South Ca bit A attached hereto at real estate, do by this pe City of Lancaster, Soute received a copy of, u es regarding provision ion by City Council rep	arolina, representing to the date hereof, and etition, request that the th Carolina, and be understand and agree to of utility services to garding annexation.		
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PREPARED BY
Trimnal & Myers, LLC
STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

LANCASTER COUNTY, SC DEED 2021025340 RECORDING FEES \$15.00 STATE TAX \$42.90 COUNTY TAX \$18.15 PRESENTED & RECORDED 01:35:50 PM 12-17-2021 BRITTANY GRANT REGISTER OF DEEDS LANCASTER, COUNTY SC BY: CANDICE PHILLIPS BK: DEED 1500 PG: 281-282

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT Kathy B. O'Brien and Deena B. Totherow (hereinafter called "Grantors") in the State aforesaid, for and in consideration of the sum of Sixteen Thousand Five Hundred and no/100ths (\$16,500.00) Dollars, to them paid by BVJ Properties, LLC (hereinafter called "Grantee/s") in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these Presents (do(es) grant, bargain, sell and release, unto the said:

BVJ Properties, LLC, its successors and/or Assigns Forever:

The decedent's interest in those pieces, parcels, or lots of land, lying, being and situate near the City of Lancaster, Lancaster County, South Carolina, fronting on Elliot Street, and being more particularly designated as Lot Nos. 4 (Four), 5 (Five), and 6 (Six) on plat of "Springview Sub-Division No. 11" made by Wm. Charles Hendley, Jr. Land Surveying, dated March 12, 1984, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat No. 6438.

Subject to Restrictive Covenants recorded in said office in Deed Book E-6 at Page 6135.

TMS#

0082D-0K-021.00

Derivation

This being the same property conveyed to Kathy B. O'Brien and Deena B. Totherow by Deed recorded March 10, 2008 in the Register of Deeds/Clerk of Court for Lancaster County, South Carolina in Deed Book 454 at Page 25.

Grantee's Address: 8508 Park pd #133 Charlote, NC 28216

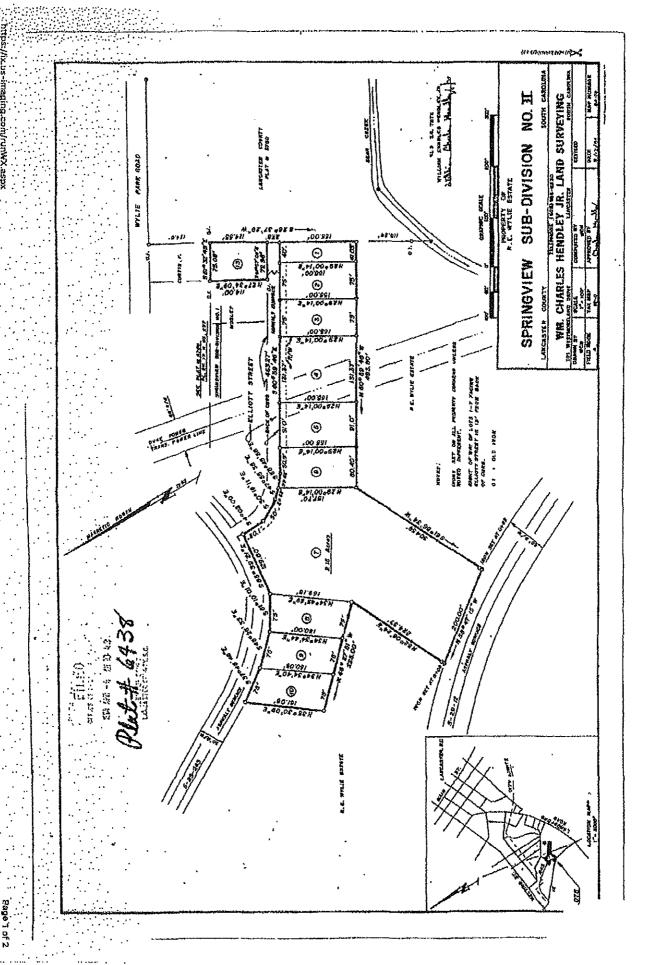
This conveyance is made subject to all existing easements, restrictions, rights of way and/or encroachments.

TOGETHER will all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

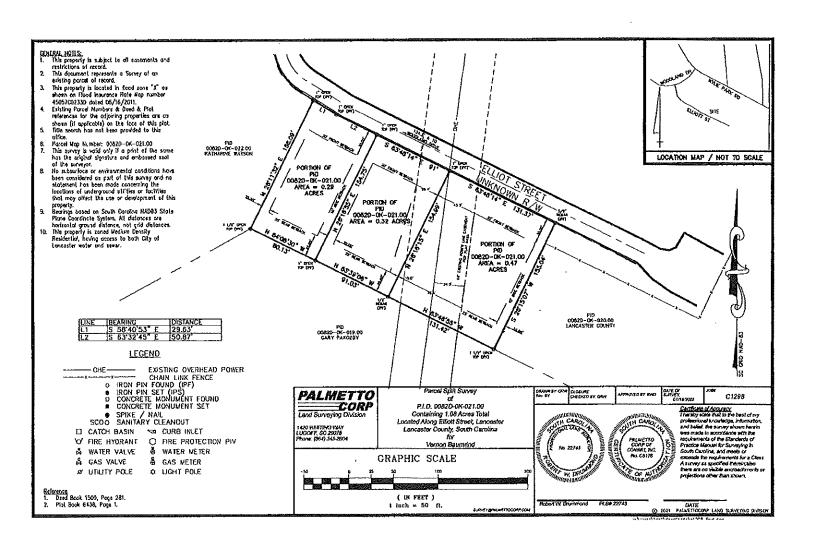
TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said GRANTEE/S, Their Heirs and/or Assigns forever.

AND the said GRANTOR/S do hereby bind themselves and their heirs and/or assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE/S, Their Heirs and/or Assigns, against Themselves and Their Heirs and/or Assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

	Heirs and/or Assigns, against Themselves and Their Heirs and/or Assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
	WITNESS our Hand(s) and Seal(s) this day of, in the year of our Lord
	SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
	Witness #1 Wolf Kathy B. D'Brien Kathy B. O'Brien
2	Deang B. Takerow
	Witness #2 Deena B. Totherow
	STATE OF LANCASTER) ACKNOWLEDGEMENT COUNTY OF LANCASTER)
	I, John Notary Public for the State of, do hereby certify that GRANTOR'S personally appeared before me this day and acknowledged the due execution of the foregoing deed.
	Sworn before me this 17 day of 2011. SRIAN O. TRIMMAL
	My Commission Expires: 9/15/2014



12/6/





Agenda Item X.B

City of Lancaster City Council Meeting March 8, 2022

TO:

City Council

SUBJECT:

Annexation Ordinance

INITIATED BY:

Arbor PL, LLC

PREPARED BY:

City Administrator

Background: Article I Chapter 28 of the City Code states in part that neither water nor sewer services shall be furnished or rendered in any area outside the city limits unless the customer executes a utility service/annexation agreement. Furthermore, this agreement states that the City can call at any time for the owner to petition to annex into the City.

The property at 773 Brooklyn Avenue is a vacant lot with no water and sewer services. Arbor PL. LLC purchased the property on November 18, 2021, and intents to build a single-family residential dwelling unit.

This tract of land adjoins the city limits to the south (Housing Authority property) and the east (property annexed last year).

<u>Financial:</u> As a vacant lot, this parcel if appraised at \$3,200. If a \$230,000 single-family residential dwelling unit is constructed on the property it will generate approximately \$1,640 in property tax. This annexation will not place any additional burden on the existing police and fire services, and residential trash.

<u>Policy Considerations</u>: Section 28-1, 28-2, and 28-3 of the City Code. Furthermore, the proposed annexation would be in the best interest of the City as there will be no additional burdens placed on existing City residents.

Recommendations/Actions: Approve Ordinance O22-04.

Attachments: Ordinance O22-04, annexation petition, deed, plat, and location map.

ORDINANCE 022-04

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 0.36 ACRES LOCATED AT 773 BROOKLYN AVENUE, AND OWNED BY ARBOR PL, LLC

WHEREAS, the South Carolina Code of Laws of 1976, as amended, Title 5 Chapter 3 provides for the process for municipalities to annex property; and

WHEREAS, the City of Lancaster has enacted a Zoning Ordinance which governs the annexation and rezoning of annexed property; and

WHEREAS, a proper petition has been filed with the City of Lancaster by 100 percent of the freeholders owning 100 percent of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City of Lancaster under provisions of South Carolina Code Section 5-3-150(3); and

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Lancaster.

NOW, THEREFORE, BE IT ORDAINED, by Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the property herein described below is hereby annexed to and becomes a party of the City of Lancaster.

ALL that piece, parcel, or lot of land with improvements thereon with any and all improvements located in Lancaster County, South Carolina, fronting 68.6 feet on the Southwesterly side of West Brooklyn Avenue, just southeast of its junction with Dobson Street and being more particularly described as Lot Thirteen (13), Block H, on plat of survey recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 7, at Page 93.

Derivation: This being the same property conveyed to Homes of Lancaster, LLC by Deed recorded December 11, 2018 in the Register of Deeds/Clerk of Court for Lancaster County, South Carolina in Deed Book 1191 at Page 164.

Tax Map No.: 0082K-0E-014.00

The property shall have an interim zoning classification of R-10 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 22nd day of March 2022, and to become effective March 22, 2022.

Yeas	Nays
------	------

Requested by:	
Arbor PL, LLC	T. Alston DeVenny, Mayor
Approved as to Form:	
Mitch Norrell, City Attorney	Tracy Rabon, Municipal Clerk
	First Reading: March 8, 2022 Second Reading:



City of Lancaster

RECEIVED DATE PO Box 1149 Lancaster SC 29721-1149

MAR - 1 2022 Phoney 803-283-4253

City of Lancaster

Annexation Petition Building & Zoning Department

INFORMATION				
Petitioner/Owner Name Arther PL, LLC - Brian J. Maruga Sc.	Telephone 700	1-542-583	23	
Mailing Address / City ST ZIP 4119-I Rose lake Dr. Charlothe A	VC 28217			
Additional Owner Name (if applicable)	Telephone			
Mailing Address / City ST ZIP			***************************************	
Additional Owner Name (if applicable)	Telephone			
Mailing Address / City ST ZIP				
GENERAL LOCATION OF SUBJECT PROP	ERTY OR PROP	ERTIES		
773 Brooklyn Ave	Tax Map # 0082 Acres (±) (9.3		Requested Zoning R-10	
	Tax Map #		Requested Zoning	
	Acres (±) Tax Map # Acres (±)		Requested Zoning	
	Tax Map # Acres (±)		Requested Zoning	
	Tax Map # Acres (±)		Requested Zoning	
Attach a metes and bounds legal description prepared by a surveyor registe		a as Exhibit A o	f this petition.	
PETITIONER'S STATEMENT AND			<u> </u>	
I, the undersigned, pursuant to Section 5-3-150(3) of the Code of Laws of the State of South Carolina, representing to be at least 18 years of age and owner of all the area described on Exhibit A attached hereto at the date hereof, and whose name(s) appear on the county tax records as the owner(s) of said real estate, do by this petition, request that the property described on Exhibit A attached hereto be annexed into the City of Lancaster, South Carolina, and be classified in the above indicated City Zoning District. I certify that I have received a copy of, understand and agree to Sections 28-2 and 31-24(e) of the City of Lancaster Code of Ordinances regarding provision of utility services to contiguous properties and extension of City services pending final action by City Council regarding annexation.				
PRINTED NAME(S) AND SIGNATURE(S) OF PETITIONER/PROPERTY OWNER(S) AND DATE				
Arbor PL, LLC - Brian J. Maring Sr.			7-23-202	
ACTION BY LANCASTER CITYCOUNCIL				
Petition	1	Action Date		
Signature of Authorized City Representative	I	Date Signed		
			The second secon	

PREPARED BY Trimnal & Myers, LLC			·
	•		•
STATE OF SOUTH CAROLINA) .		
)	•	TITLE TO REAL ESTATE
COUNTY OF LANCASTER)		

KNOW ALL MEN BY THESE PRESENTS, THAT Homes of Lancaster, LLC (hereinafter called "Grantors") in the State aforesaid, for and in consideration of the sum of Ten Thousand and 00/100 (\$ 10,000.00) Dollars, to it paid by Arbor PL, LLC (hereinafter called "Grantee/s") in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these Presents (do(es) grant, bargain, sell and release, unto the said:

Arbor PL, LLC, his/her/their Heirs and/or Assigns Forever:

All that piece, parcel or lot of land with improvements thereon with any and all improvements located in Lancaster County, South Carolina, fronting 68.6 feet on the Southwesterly side of West Brooklyn Avenue, just southeast of its junction with Dobson Street and being more particularly described as Lot Thirteen (13), Block H, on plat of survey recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 7, at page 93.

TMS# 0082K-0E-014.00

Derivation This being the same property conveyed to Homes of Lancaster, LLC by Deed recorded December 11, 2018 in the Register of Deeds/Clerk of Court for Lancaster County, South Carolina in Deed Book 1191 at Page 164.

Grantee's Address: 4119 + Rose Lave Drive Charlotte, NC 28217

This conveyance is made subject to all existing easements, restrictions, rights of way and/or encroachments.

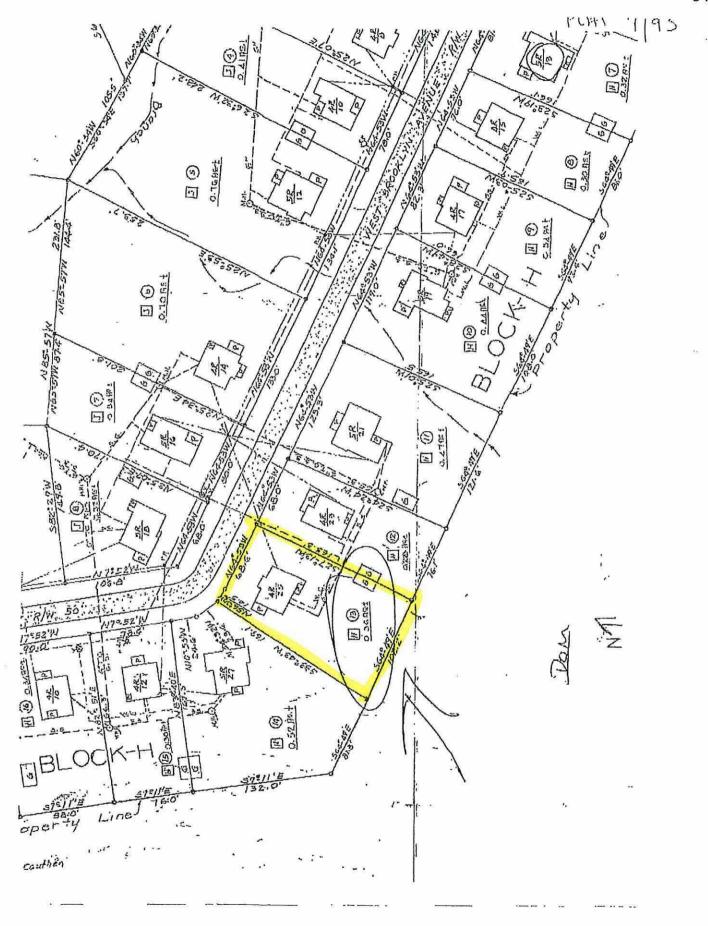
TOGETHER will all and singular the Rights, Members, Hereditaments Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said GRANTEE/S, Their Heirs and/or Assigns forever.

AND the said GRANTOR/S do hereby bind themselves and their heirs and/or assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE/S. Their Heirs and/or Assigns, against Themselves and Their Heirs and/or Assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof. 18 th day of Novombre, in the year WITNESS our Hand(s) and Seal(s) this of our Lord 2021. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Homes of Lancaster, LLC Witness #1 Nitness# STATE OF SOUTH CAROLINA ACKNOWLEDGEMENT COUNTY OF Lancaster govant MUSR, Notary Public for the State of South Carolina do hereby certify that GRANTOR/S personally appeared before me this day and acknowledged the due execution of the foregoing deed. Sworn before me this of November 2021; GOVAN T. MYERS, III Notary Public-State of South Carolina Notary Public for the State of My Commission Expires

My Commission Expires:

Hovember 05, 2024





ORDINANCE 22-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A UTILITY DEVELOPMENT AGREEMENT AND AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF LANCASTER AND LANCASTER COUNTY WATER AND SEWER DISTRICT DATED JANUARY 13, 2009

WHEREAS, on June 15, 2021, E. & J. Gallo Winery ("Gallo") announced its plans to develop facilities in Chester County, South Carolina for the bottling, boxing, canning, warehousing, and distribution of its products (the "Gallo Facilities"); and

WHEREAS, the City of Lancaster (the "City") and J.M. Mullis, Inc., acting on behalf of Gallo, along with Chester County (the "County"), the Town of Fort Lawn (the "Town"), and Lancaster County Water and Sewer District (the "District"), entered into a non-binding Memorandum of Understanding Regarding Wastewater Utilities dated June 8, 2021 (the "MOU"), in which the parties thereto (the "Parties") set forth their intentions regarding the provision of wastewater collection, treatment and discharge services in support of the Gallo Facilities, and the development of certain infrastructure to facilitate the same; and

WHEREAS, the MOU contemplates that wastewater generated by the Gallo Facilities will be collected by the Town, delivered to the District, and thereafter delivered to the City's wastewater treatment plan for treatment and discharge; and

WHEREAS, the MOU calls for the development and execution of various binding agreements among certain of the Parties, including a utility development agreement regarding the construction, financing, and ownership of certain new wastewater collection and treatment facilities (the "UDA") and the amendment of an agreement between the City and the District, dated

January 13, 2009, entitled "AGREEMENT TO TREAT FORT LAWN'S WASTEWATER COLLECTED BY DISTRICT" regarding the provision of wastewater treatment collection and treatment to the Town (such amendment the "District Agreement Amendment"); and

WHEREAS, the Parties have negotiated final versions of the UDA and the District Agreement Amendment, and the same have been presented to Council; and

WHEREAS, the Council after due investigation has found and determined that the authorization and delivery of the UDA and the District Agreement Amendment in the forms presented to Council are in the best interests of the City and its citizens;

Now, Therefore, Be it Ordained by the Mayor and Councilmen of the City of Lancaster, in Council Assembled:

- 1. All recitals above are incorporated herein.
- 2. Execution and delivery of the UDA and the District Agreement Amendment in the forms presented to Council are hereby approved. The same shall be executed on behalf of the City by the Mayor of the City, or, in his absence, the Mayor Pro Tempore of the City, and attested, to the extent required thereby, by the City Clerk, and delivered to the other respective signatories thereto.
- 3. The UDA and District Agreement Amendments shall, as permitted by S.C. Code Ann. §30-4-40(5) (1976, as amended), be held by the City in confidence and exempt from disclosure until fully executed by the respective parties thereto.

* * * *

March 22, 2022. Yeas _____ Nays ____ Requested by: City Administrator _____ T. Alston DeVenny, Mayor Approved as to form: Mitch Norrell, City Attorney Tracy Rabon, City Clerk First Reading: March 8, 2022

Second Reading: