

**CITY OF LANCASTER
REGULAR MEETING
TUESDAY, SEPTEMBER 27, 2022**



**CITY OF LANCASTER
REGULAR MEETING
TUESDAY, SEPTEMBER 27, 2022
7:00 PM**

I.	Invocation & Pledge of Allegiance – Council Member Taylor	
II.	Roll Call	
III.	Mayoral Proclamation	
	A. Presenting a Mayoral Proclamation for Red Ribbon Week	Pg. 1
IV.	Citizen Comments*	
V.	Employee Comments	
VI.	Approval of Minutes	
	A. Work Session – September 13, 2022	Pg. 2
VII.	Monthly Reports for August 2022 (<i>under separate cover</i>)	
VIII.	August Cash Management and Finance Report	Pg. 6
IX.	Resolution	
	A. R22-17 A Resolution Approving and Supporting the Lancaster County Council Of the Arts Gillsbrook Art Tunnel Project (<i>Hutfles</i>)	Pg. 27
	B. R22-18 A Resolution Granting the Lancaster County Council of the Arts the Right to Paint Murals on the Elevated Manholes Located Adjacent to the Lindsay Pettus Greenway (<i>Hutfles</i>)	Pg. 29
	C. R22-19 A Resolution Authorizing the City of Lancaster to enter into a Mutual Aid agreement with the South Carolina Water & Wastewater Agency Response Network (<i>Mingo</i>)	Pg. 31
X.	Ordinance	
	A. O22-12 (Second Reading) An Ordinance Granting Easements to the Lindsay Pettus Greenway, Inc. for Installation of a Trail and the Placement of Trail Facilities (<i>Hutfles</i>)	Pg. 39
	B. O22-13 (Second Reading) An Ordinance Amending the City of Lancaster Operating Budget for Fiscal Year 2021-2022 (<i>Medlin</i>)	Pg. 78
	C. O22-14 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 13.5 Acres Located at 2081 Charlotte Highway, and Owned by Raymon E & Kathi W Chisom (<i>Streater</i>)	Pg. 83
	D. O22-15 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 71.59 Acres Located in the General Vicinity of 2080 Charlotte Highway, and Owned by Central Monore, LLC (<i>Streater</i>)	Pg. 97
	E. O22-16 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 12.58 Acres Located at 2120 Charlotte Highway, and Owned by Charles M & Peggy J Thompson (<i>Streater</i>)	Pg. 106
	F. O22-17 (First Reading) An Ordinance Annexing into the City of Lancaster, South Carolina One Parcel of Land Totaling 29.0 Acres Located in the General Vicinity of 2250 Charlotte Highway, and Owned by 521 Property, LLC (<i>Streater</i>)	Pg. 113



XI. Executive Session-Personnel Matter (§30-4-70(a)(1))

A. Information Technology Director Interviews

N.B.: Upon returning to open session, Council may take action on matters discussed in executive session.

XII. 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.



Any person requiring special accommodations should contact the Office of the City Administrator at (803) 289-1453 at least 24 hours prior to the scheduled meeting.

City of Lancaster

State of South Carolina

Mayoral Proclamation

- Whereas,** Alcohol and other drug abuse in this nation has reached epidemic stages; and
- Whereas,** it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and
- Whereas,** The National Family Partnership is sponsoring the National Red Ribbon Campaign® offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and
- Whereas,** The National Red Ribbon Campaign will be celebrated in every community in America during “Red Ribbon Week”, October 23-31; and
- Whereas,** Business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this weeklong campaign; and
- Whereas,** the City of Lancaster further commits its resources to ensure the success of the Red Ribbon Campaign®; and

Now, Therefore, I, T. Alston DeVenny, Mayor of the City of Lancaster, City Council and the City of Lancaster in the County of Lancaster, State of South Carolina, proclaim
October 23 through October 31, 2022 as

RED RIBBON WEEK

In Lancaster, SC, and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug - free state

*T. Alston DeVenny, Mayor
City of Lancaster, South Carolina*

**CITY OF LANCASTER
WORK SESSION
TUESDAY, SEPTEMBER 13, 2022**

2

A meeting of the Lancaster City Council was held in City Hall Council Chambers on Tuesday, September 13, 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. The meeting was also streamed live on the City's YouTube channel.

I. Invocation & Pledge of Allegiance

Mayor DeVenny led the Invocation and the Pledge of Allegiance

II. Roll Call

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

Others Present: City Administrator Flip Hutfles, City Attorney Mitch Norrell, City Clerk Tracy Rabon, Finance Director Kirk Medlin, Police Chief Don Roper, and Interim IT Director Melissa Izzard.

III. Special Presentation

A. Painting Murals on the Greenway's Gillsbrook Road Underpass and on the Elevated Manholes

Lauren Thomas, Board Member with the Lindsay Pettus Greenway, and Patricia Clancy, Lancaster County Council of the Arts (LCCA) President, presented Council with a request to commission a local artist to paint a mural on the underpass at Gillsbrook Road and on the adjacent elevated manholes. Ms. Clancy introduced the proposed muralist Alex Osborn, a member of the Catawba Nation, as the artist that would complete the project.

Mr. Osborn presented Council with his vision for the mural. Mr. Osborn explained that the black snake in the painting is a significant symbol for the Catawba Nation and will provide an opportunity to share Catawba stories and history to challenge mainstream interpretations. The swimming snake will also represent the movement of the community forward. Mr. Osborn included a hummingbird within the mural to represent an abstract depiction of a Catawba story of the hummingbird being created from the breath of an "Indian man." Ms. Thomas asked that Council approve the LCCA plan to commission Mr. Osborn to complete the mural.

Ms. Thomas also noted that there are fifteen elevated manholes next to the Greenway that would be a perfect for public art. Ms. Thomas requested that Council give permission to the LCCA to commission art on the remaining fourteen elevated manholes when funding becomes available.

Mayor DeVenny thanked City staff for keeping the Greenway well maintained so that the installation of public art can possible and enjoyed by future visitors. Mayor DeVenny asked if the agreement needed to be completed by a Resolution. Mr. Hutfles stated that the Woodland underpass mural was approved upon by consent of Council. Mr. Norrell recommended the best course of action is for staff to present a resolution at the next Council meeting since this request is being brought up during the Special Presentation section on the agenda instead of as an Action Item.

Mayor DeVenny asked that the Public Works staff be consulted prior to adding the art on manhole covers. Mr. Hutfles stated that Public Works Director Rendell Mingo was consulted, and the art would not impede the collection system functionality.

IV. Citizen Comments

John Jones addressed Council regarding the improvement of the Barr Street ball fields. Mayor DeVenny confirmed that the Lancaster County School District owns the property but stated that the City is having ongoing discussions with Lancaster County School District. Mr. Jones also asked about adding speed bumps on Clinton Avenue near the Greenway crossing.

Sherry Ellis addressed Council as a former employee of the City regarding employee morale and retention. Ms. Ellis noted that employees are over worked and underappreciated. Ms. Ellis thanked Council for the recent raise, however noted this did not balance the rate of inflation. Ms. Ellis noted the Human Resource Policy that allows for an outside applicant to make a higher hourly rate than if a current employee accepts the position. Ms. Ellis recommended that Council talk with employees before more quality employees leave the City.

Council Member Hood asked Mr. Hutfles why the Council packets were delayed to Saturday delivery. Mr. Hutfles stated there were last minute issues that delayed the packet from going out on Friday. Mr. Hutfles also noted that he preferred that the packets be delayed than to go out with errors. Council Member Hood also noted that employees should not be working six to seven days a week and that salaried employees should be working extra to save on overtime for hourly employees. Mr. Hutfles stated that there is currently a staffing shortage and overtime is to be expected. Council Member Taylor reiterated Council Member Hood's statements and added that reports need to be turned in on time, and that employees needed to be utilizing their time better to cut down on the overtime.

Tindal Yarborough addressed Council asking for improvement of the City's downtown and the crime rate. Ms. Yarborough stated the empty buildings need to be filled and asked that Council approach Lancaster County for funding. Mayor DeVenny thanked Ms. Yarborough for speaking to Council but disagreed with her perspective that the City is in decline.

V. Employee Comments

There were no employee comments

VI. Approval of Minutes

- A. *Special Meeting – August 19, 2022*
- B. *Regular Meeting – August 23, 2022*

Motion: To approve the minutes from the Special Meeting on August 19, 2022, and the Regular Meeting on August 23, 2022

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

VII. Ordinance

- A. *022-12 (First Reading) An Ordinance Granting Easements to the Lindsay Pettus Greenway, Inc. for Installation of a Trail and the Placement of Trail Facilities*
Mr. Hutfles presented a request granting the Lindsay Pettus Greenway easements on City properties. Mr. Hutfles noted that before construction can begin on Phase II, the

Greenway would need to secure easements from the property owners the trail will pass through. Phase II will pass through Westmoreland Park, Springdale Park, and the Wastewater Treatment Plant.

Mayor DeVenny confirmed with Mr. Norrell the legal aspect of the Ordinance. Mr. Norrell stated he reviewed the agreement, and it mirrors the Phase I agreements.

Mayor DeVenny asked what was the total investment for Phase I. Ms. Sheri Gregory, Lyndsay Pettus Greenway Executive Director, stated Phase I cost \$4.5 million, and Phase II will double the length so the expected cost would be \$8 to \$10 million.

Council Member Harris asked if lighting and signage could be added to the Greenway in the Clinton Avenue area. Mr. Hutfles stated that staff would approach SCDOT as Clinton Avenue is a State maintained road.

Motion: To approve the first reading of 022-12 an Ordinance granting easements to the Lindsay Pettus Greenway, Inc. for installation of a trail and the placement of trail facilities
Moved by Council Member Hood, **Seconded by** Council Member Harris

Vote: Motion carried by unanimous roll call vote

Action: Approved

A. *022-13 (First Reading) An Ordinance Amending the City of Lancaster Operating Budget for Fiscal Year 2021-2022*

Finance Director Kirk Medlin presented Council with the amended operating budget for Fiscal Year 2021-2022, noting that many changes were made due to an increase in fuel charges and inflationary pressure.

Council Member Harris noted that the changes were reviewed and discussed during the Finance Committee meeting.

Motion: To approve the first reading of 022-13 an Ordinance amending the City of Lancaster Operating Budget for Fiscal Year 2021-2022

Moved by Council Member Harris, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

VIII. **Executive Session-Contractual Negotiations (§30-4-70(a)(2))**

A. To discuss the proposed sale and purchase of property

Motion: To enter Executive Session

Moved by Council Member Taylor, **Seconded by** Council Member Sowell

Vote: Motion carried by unanimous roll call vote

Action: Approved

Council returned from Executive Session where no votes were taken.

Motion: To return to open session

Moved by Council Member Taylor, **Seconded by** Council Member Jones

Vote: Motion carried by unanimous roll call vote

Action: Approved

IX. Adjournment

Motion: To adjourn

Moved by Council Member Harris, **Seconded by** Council Member Taylor

Vote: Motion carried by unanimous roll call vote

Action: Adjourned

There being no further business, Council adjourned at 8:45 p.m.

Respectfully submitted,

Tracy Rabon
City Clerk



City of Lancaster

FY 2022-2023
Finance Management Report

The following is a summary of the City's financial results for the major operating funds presented as of August 31, 2022.

The amount shown in the American Rescue Fund is interest earned during fiscal year 2023.

GENERAL FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	14,836,183	407,030	2.74	-	-
Expenditures	14,836,183	1,870,828	12.61	1,784,518	24.64
Rev Over (Under) Exp	-	(1,463,798)			

HOSPITALITY FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	1,175,280	197,133	16.77	-	-
Expenditures	1,175,280	26,840	2.28	118,209	12.34
Rev Over (Under) Exp	-	170,293			

AMERICAN RESCUE FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	-	7,813	0.00	-	-
Expenses/Transfers	-	-	0.00	-	0.00
Rev Over (Under) Exp	-	7,813			

GROSS REVENUE FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	14,564,358	1,362,892	9.36	-	-
Expenses/Transfers	14,564,358	959,441	6.59	2,931,492	26.72
Rev Over (Under) Exp	-	403,451			

SOLID WASTE FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	4,859,834	426,782	8.78	-	-
Expenses/Transfers	4,859,834	1,235,395	25.42	1,038,448	46.79
Rev Over (Under) Exp	-	(808,613)			

Budget Year Passed = 17% Budget Year Balance = 83%
One month = 8.3%

City of Lancaster Monthly Financial Report Highlights

General Fund

General Fund revenues for the month are \$220,465 compared to revenues of \$146,243 during the same period last year. The difference is immaterial; limited funding is received early in the fiscal year.

Year-to-date taxes received are \$75,624, which is 1.2% of the \$6,536,889 budgeted amount.

General Fund expenditures for the month totaled \$1,004,043 compared to expenditures of \$2,260,672 during the same period last year. The difference is due to the prior year having large capital expenses in August. Year to date expenditures include encumbrances of \$1,784,518. Outstanding encumbrances are primarily for CIP, contracted services, and blanket purchase orders, and will ebb and flow throughout the fiscal year.

FY23 Capital Improvement Plan Summary

	FY23 Budget	YTD Actual	Outstanding Appropriation	Notes
Replacement Vehicle for Risk Safety Mgr	\$ 31,087	\$ -	\$ 31,087	
FD 1 Camera and Keyless Entry	19,000	-	19,000	
Executive Timekeeping - Software	20,378	-	20,378	
HVAC Units at City Hall	35,000	-	35,000	
Bravos eCitation and Collision	35,000	-	35,000	
Compliance Software	15,000	13,696	1,304	
Replacement of Vehicle 580 and Equip.	65,000	-	65,000	
Replacement of Vehicle 581 and Equip.	65,000	-	65,000	
Replacement of Fire Cameras	22,000	-	22,000	
Improvement to Fire Stabilization Equip.	20,000	20,658	(658)	
Replacement of Fire Station Signage	20,000	-	20,000	
Fire Software Upgrade	15,000	4,160	10,840	
Clinton School - road repairs	15,000	-	15,000	
Truck to Replace Vehicle #519	40,000	-	40,000	
Zoning Trucks/Equipment (2)	64,000	-	64,000	
Building and Zoning Software	12,000	-	12,000	
Constitution Park	22,000	-	22,000	
LPG Trail Security installation	15,000	-	15,000	
Police Vehicles and Equipment (six)	390,235	-	390,235	
Fire Station Survey	38,000	-	38,000	
Pickup Truck and Equipment (Fire)	63,500	-	63,500	
Service Truck	87,000	-	87,000	
Pickup Truck and Equipment (Main)	38,000	-	38,000	
Barr Street Fields	140,000	-	140,000	
40 Taser Units and Cartridges	111,000	-	111,000	ARPA
Thermal Imaging Cameras (three)	20,000	-	20,000	ARPA
Taylor Street Drainage Repairs	177,700	-	177,700	ARPA
Lydon Drive Drainage Repairs	147,339	-	147,339	ARPA
Ferguson Street Drainage Study	76,300	-	76,300	ARPA
Sidewalk Masterplan	89,500	-	89,500	ARPA
Sidewalk Repairs (CDBG match)	188,000	-	188,000	ARPA
Comprehensive Plan	90,000	-	90,000	ARPA
MJC Park Repairs	500,000	-	500,000	ARPA
	<u>\$ 2,687,039</u>	<u>\$ 38,514</u>	<u>\$ 2,648,525</u>	

Prior Year to Date
358,245

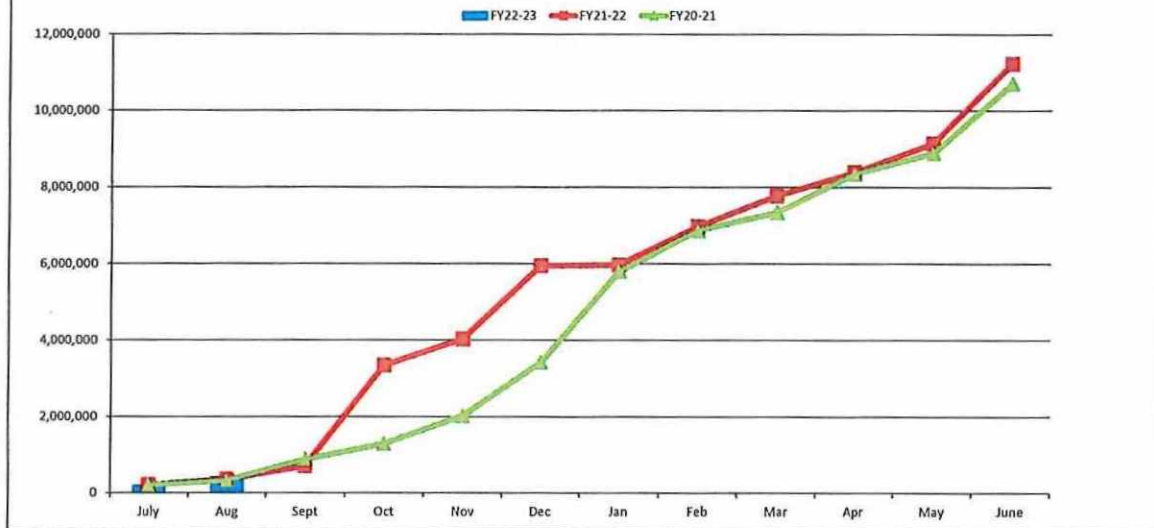
Current Year to Date
407,030

Difference
48,785

Budget
14,836,183

% of Budget Collected
2.74

Monthly Comparison of General Fund - Revenues



Prior Year to Date
3,126,654

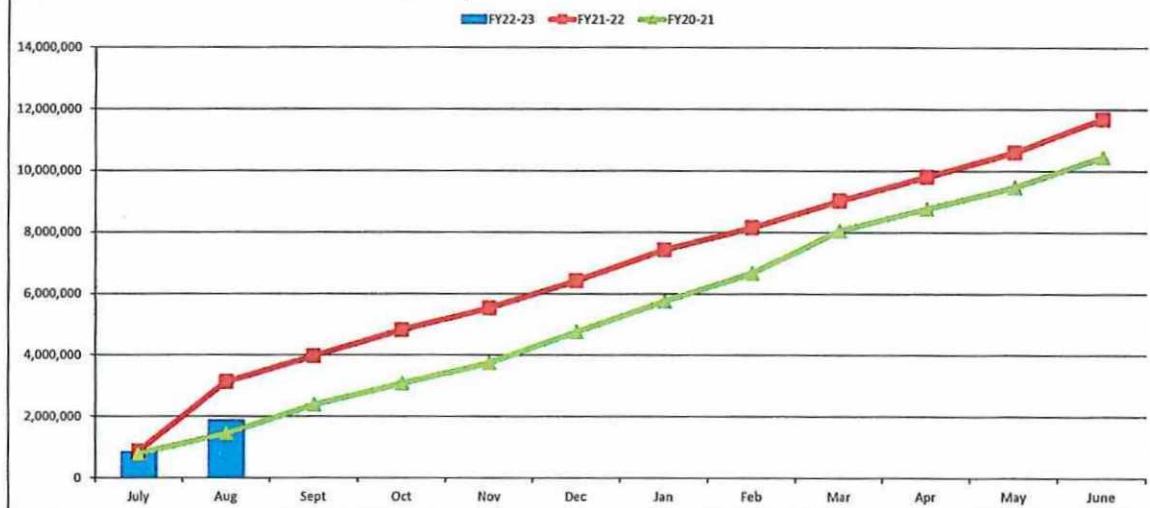
Current Year to Date
1,870,828

Difference
(1,255,826)

Budget
14,836,183

% of Budget Expended
12.61

Monthly Comparison of General Fund - Expenditures



CASH MANAGEMENT DETAIL

Statement of Monthly Changes in Cash Balances

CITY OF LANCASTER
MTD CASH BALANCES REPORT

PAGE: 1

AS OF: August 31, 2022

	BEGINNING BALANCE	M-T-D DEBITS	M-T-D CREDITS	ENDING BALANCE
100 1-0011-10001 Checking-1st Citizens/GF	1,577,645.22	3,008,431.70	(3,191,163.91)	1,394,913.01
100 1-0011-10002 Imprest Acct./1st Citizen	0.00	2,253,139.21	(2,253,139.21)	0.00
100 1-0011-10007 ACH Account	100.00	61,959.43	(61,959.43)	100.00
100 1-0017-11601 GF Investments	7,384,970.41	14,524.29	0.00	7,399,394.70
100 1-0017-11602 SCLGIP-Downtown Development	1,367,615.23	2,689.80	0.00	1,370,305.03
100 1-0011-10004 First Citizens-City Court	1,780.09	0.00	0.00	1,780.09
100 1-0011-10006 Drug Fund	174,735.75	7.42	0.00	174,743.17
100 1-0011-10016 Econ Dev Incentive	100,293.73	8.51	0.00	100,302.24
100 1-0011-10018 Tax Rollback	2,100,765.31	250,046.95	(14,434.49)	2,336,377.77
100 1-0011-10019 American Rescue Plan	100.00	0.00	0.00	100.00
110 1-0011-10301 Hospitality Tax Account	2,515,237.23	97,740.55	(37,566.39)	2,575,411.39
115 1-0011-10911 E911 Funds	75,615.57	2,575.44	(6,423.60)	75,767.41
121 1-0011-10225 Southside Savings Acct	30,668.32	0.00	0.00	30,668.32
130 1-0011-10500 Fireman's Club Checking	44,490.82	0.00	(324.21)	44,166.61
140 1-0017-11610 American Rescue Fund	2,279,297.84	4,482.87	0.00	2,283,780.71
200 1-0011-10102 GR Fund Checking	2,693,181.62	942,676.70	(1,479,684.30)	2,056,174.02
200 1-0011-10104 GR ACH Acct	154,790.77	54,373.78	(30,834.54)	178,330.01
200 1-0017-11616 GR Replacement Fund	3,865,191.08	7,576.10	0.00	3,872,767.18
200 1-0017-11619 Series 2000 DSRF	91,297.03	179.57	0.00	91,476.60
200 1-0017-11621 Series 2002 DSRF	66,676.72	131.14	0.00	66,807.86
200 1-0017-11622 Series 2007 DSRF	369,628.18	726.98	0.00	370,355.16
200 1-0017-11617 Series 2016 Erwin Farms DSRF	149,423.73	293.88	0.00	149,717.61
200 1-0017-11623 Series 2017 DSRF	133,994.12	263.51	0.00	134,257.63
200 1-0017-11625 Contingent Fund	2,182,728.72	4,292.91	0.00	2,187,021.63
200 1-0017-11626 Depreciation Fund	2,182,156.24	4,291.80	0.00	2,186,448.04
210 1-0011-10200 Solid Waste	1,217,205.41	427,406.28	(1,042,688.15)	601,923.54
210 1-0011-10205 Solid Waste ACH Acct	100.00	0.00	0.00	100.00
210 1-0017-11629 Residential Garbage	473,471.77	929.52	0.00	474,401.29
210 1-0017-11630 Commercial Garbage	464,180.73	911.25	0.00	465,091.98
GRAND TOTAL	31,701,246.64	(7,039,659.59)	(8,118,218.23)	30,622,688.00

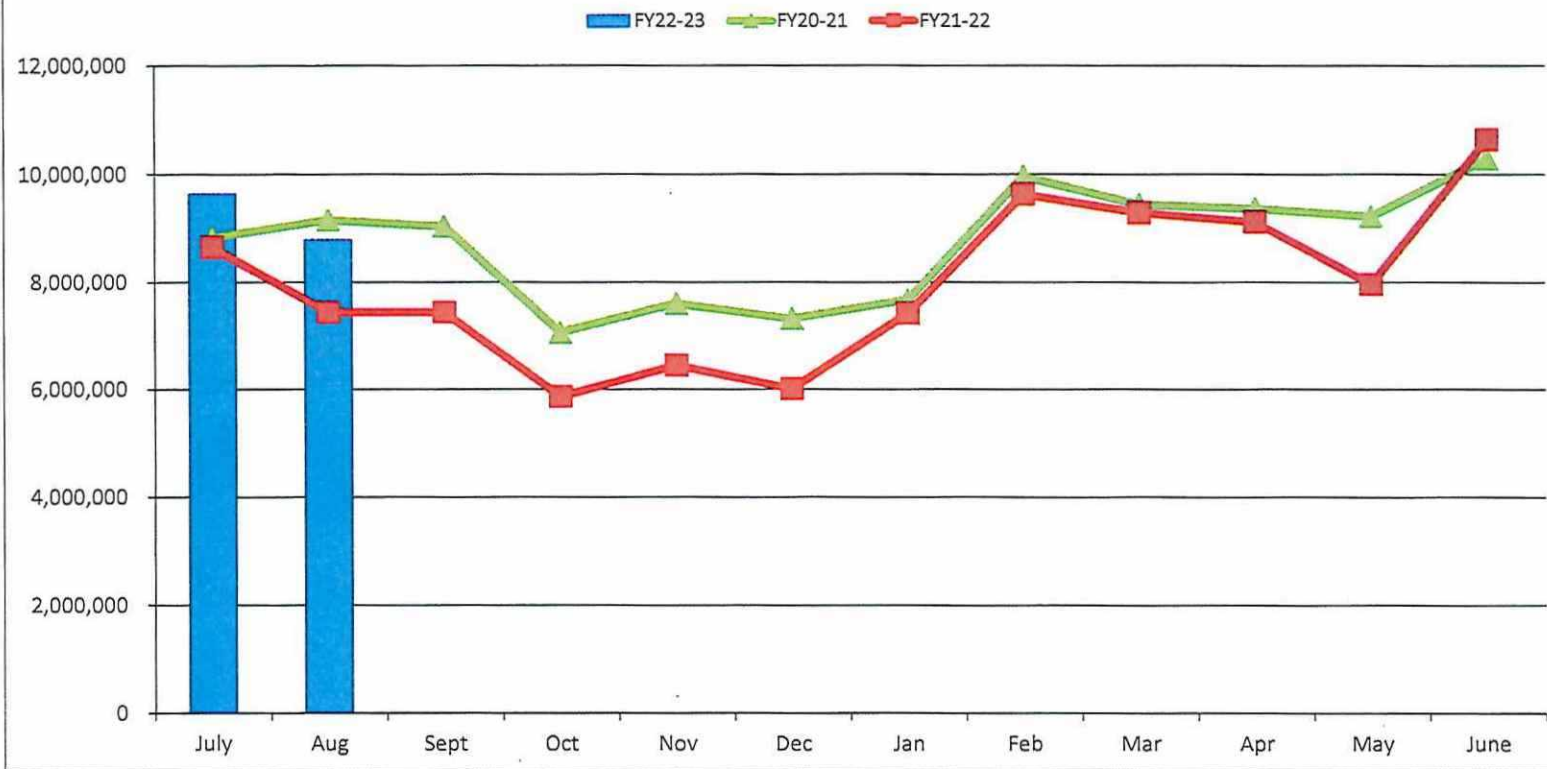
Cash Summary By Fund

	Restricted	Unrestricted	Total Cash
General Fund	3,983,613	8,794,408	12,778,021
Hospitality Tax Fund	2,575,411	-	2,575,411
E911 Fund	75,767	-	75,767
Southside Fund	30,668	-	30,668
Firemen's Fund	44,167	-	44,167
American Rescue Plan Fund	2,283,781	-	2,283,781
Gross Revenue Fund	9,237,182	2,056,174	11,293,356
Solid Waste Fund	-	1,541,517	1,541,517
	<u>18,230,589</u>	<u>12,392,099</u>	<u>30,622,688</u>

Prior Year to Date	Current Year to Date	Difference	6/30/2022 GF Unrestricted Cash	Fiscal YTD Difference
7,444,154	8,794,408	1,350,254	10,630,073	(1,835,665)



Monthly Comparison of General Fund Unrestricted Cash Balances



Hospitality Tax Fund

Hospitality Tax Fund revenues for the month totaled \$97,029 compared to revenues of \$86,712 the same period last year. This difference is immaterial.

Year to date hospitality taxes collected are \$196,781. This is 19.7% of the budgeted revenue.

Hospitality Tax Fund expenditures for the month totaled \$17,858 compared to expenditures of \$28,535 the same period last year. The difference is due to limited event spending. Year-to-date expenditures - including encumbrances of \$118,209 account for 12% of the budget.

Hospitality Tax Fund cash ended the month at \$2,575,411, an increase of \$60,174 from the prior month. All dollars in the Hospitality Fund are restricted and can only be used in compliance to with Section 6-1-730 of the South Carolina Code of Laws, 1976, as amended; specifically tourism related costs.

Line item detail of the revenue and expenditure activity is included at the back of this report.

E911 Fund

E911 Fund cash ended the month at \$75,767, a decrease of \$3,849 from the prior month. The FY 23 budget includes use of E911 funds for some IT related expenses.

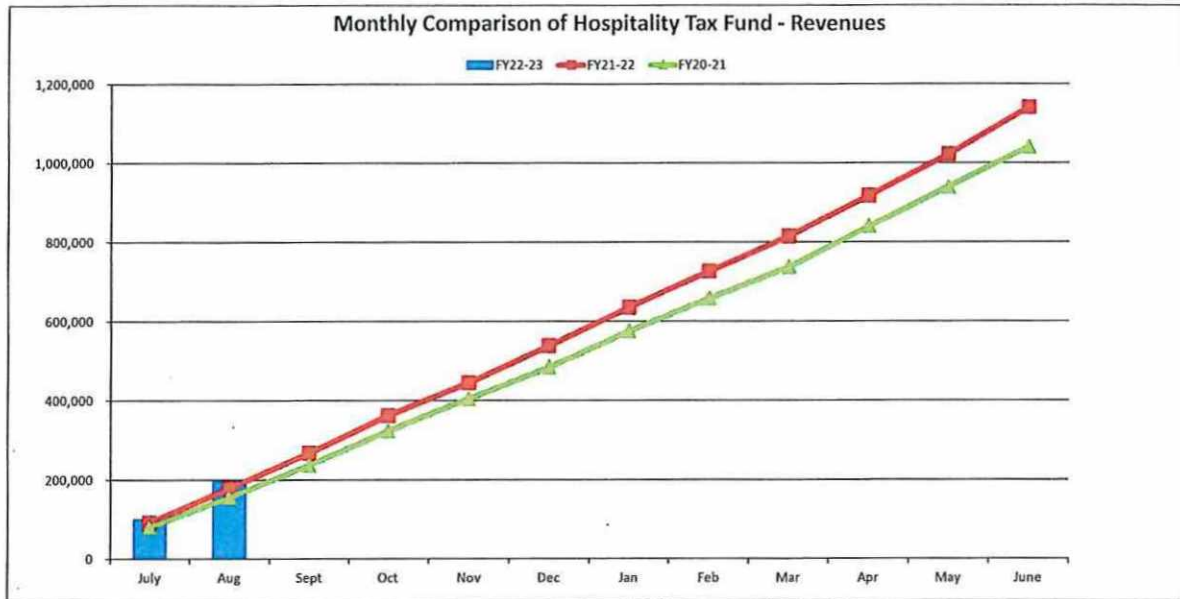
All dollars in the E911 Fund are restricted and can only be used to fund expenditures which comply with Section 23-47-40 of the South Carolina Code of Laws, 1976, as amended.

American Rescue Fund

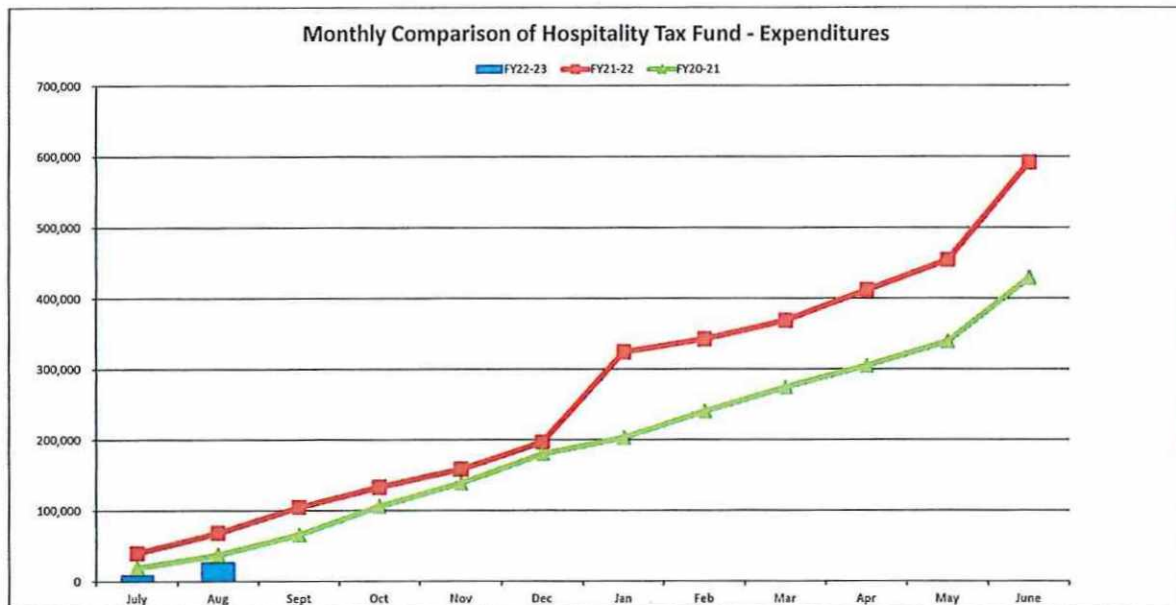
The American Rescue Fund ended the month at \$2,283,781, an increase from \$4,483 from the prior month. All monthly ARPA Fund revenues are currently from interest income.

The entire balance of the American Rescue Fund is restricted. Under the Final Rule, approved expenditures can be spent on a wider range of options than those listed in the Interim Rule. The FY 23 budget includes a spending plan for the entirety of the City's ARPA funding, and this funding is allocated in accordance with the guidance of the Final Rule.

Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Collected
178,919	197,133	18,214	1,175,280	16.77



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
68,389	26,840	(41,549)	1,175,280	2.28



Gross Revenue Fund

Gross Revenue Fund revenues for the month totaled \$669,772 compared to revenues of \$714,484 for the same period last year. The difference is immaterial given the amount of revenue received.

Gross Revenue Fund expenses for the month totaled \$606,800 compared to expenses of \$436,783 for the same period last year. The difference is due to timing differences in payments of operating expenses and capital improvement projects. Year to date expenses are 26.7% of the annual budget. This amount includes \$2,931,492 of encumbrances for capital improvement projects and annual contracts.

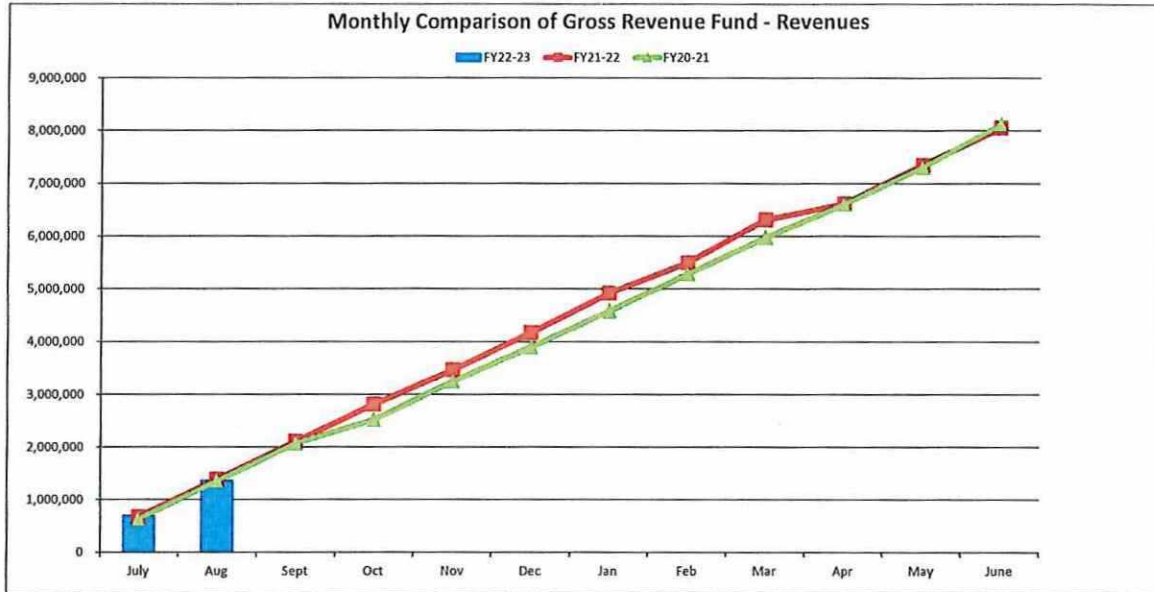
Line item detail of the revenue and expense activity is included at the back of this report.

FY 23 Capital Improvement Plan Summary:

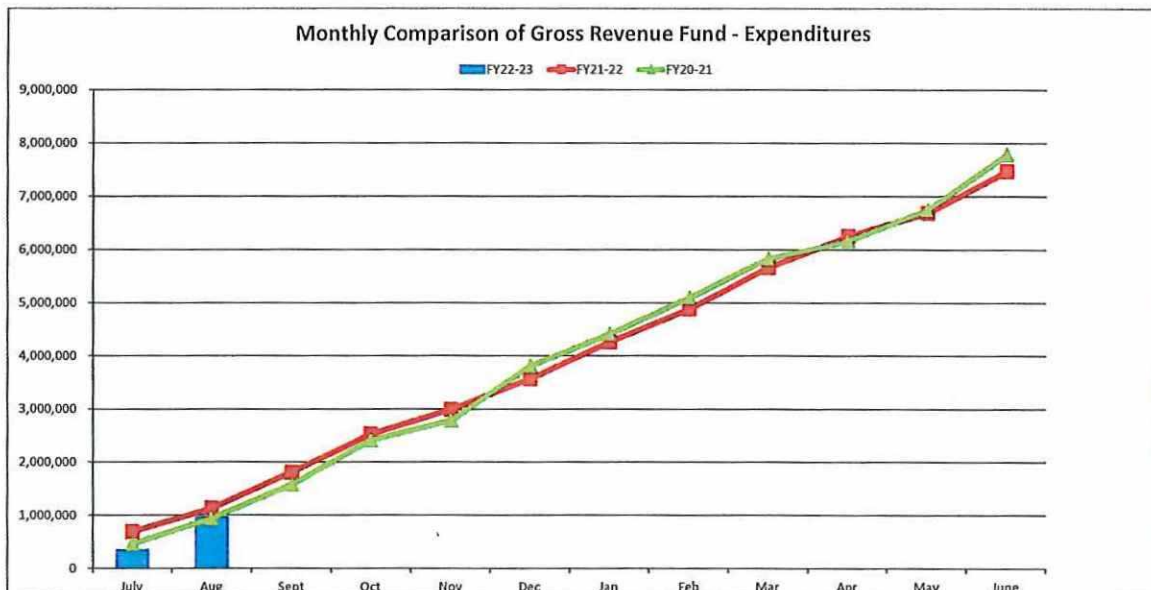
	FY23 Budget	YTD Actual	Outstanding Appropriation	Notes
Mini Excavator	\$ 60,000	\$ -	\$ 60,000	
8" Transfer Pump	80,000	83,597	(3,597)	
Gate and Card Reader	25,000	-	25,000	
Bush Hog for Tractor	2,500	1,831	669	
New Miox Cell	63,000	-	63,000	
Optimization Project	2,000,000	-	2,000,000	
Miller Ridge Lift Station Generator	60,000	-	60,000	
CAT Generator for MR and Commissary	111,500	-	111,500	
Camera Van (replace Van #547)	287,443	-	287,443	
Replace 2006 Chevy Silverado #448	34,395	-	34,395	
Asphalt Truck	207,542	-	207,542	
Deck Over Equipment Trailer	8,744	-	8,744	
Dump Truck (replace 1997 Ford)	115,000	-	115,000	
Harbon Trailer	70,000	-	70,000	
	<u>\$ 3,125,124</u>	<u>\$ 85,428</u>	<u>\$ 3,039,696</u>	

Gross Revenue Fund cash at month end is \$11,293,356, which is a decrease of \$595,713 from the prior month. The Gross Revenue Cash Fund balance is split between \$2,056,174 (18%) which is unrestricted and \$9,237,182 (82%) restricted for specific uses. The restricted cash includes internal funding for the Depreciation Fund (\$2.19 million), Contingency Fund (\$2.19 million), Replacement Fund (\$3.87 million), and Debt Service (\$990K). A detailed analysis of Gross Revenue Fund cash can be found under the cash management section of this report.

Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Collected
1,386,020	1,362,892	(23,128)	14,564,358	9.36



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
1,129,141	959,441	(169,700)	14,564,358	6.59



Solid Waste Fund

Solid Waste Fund revenues for the month totaled \$157,745 compared to revenues of \$277,607 for the same period last year. The difference is related to differences in payment timing.

Solid Waste Fund expenses for the month totaled \$1,078,381 compared to expenses of \$267,247 for the same period last year. This difference is based on. Year to date expenses represent 46.8% of the annual budget, including \$1,038,448 encumbered for blanket purchase orders and annual contracts.

Line item detail of the revenue and expense activity is included at the back of this report.

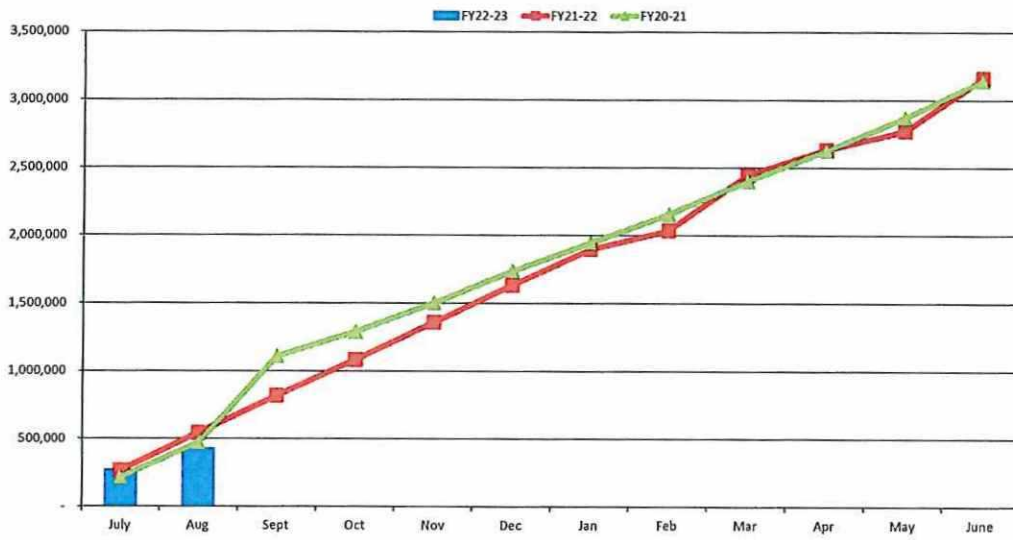
FY 23 Capital Improvement Plan Summary:

	FY23 Budget	YTD Actual	Outstanding Appropriation	Notes
C&D Material Shredder	\$ 650,000	\$ 567,746	\$ 82,254	ARPA
SW Camera System Upgrade	10,000	-	10,000	
Cardboard Bailer	42,000	-	42,000	
Roll Off Truck (replaces #559)	220,000	-	220,000	
C&D Tipping Floor repairs	305,000	198,750	106,250	
Transfer Station concrete repair	15,000	-	15,000	
	<u>\$ 1,242,000</u>	<u>\$ 766,496</u>	<u>\$ 475,504</u>	

Solid Waste Fund cash at month end is \$1,541,517, which is a decrease of \$486,155 from the prior month. All of the Solid Waste Fund cash is unrestricted. A detailed analysis of Solid Waste Fund cash can be found under the cash management section of this report.

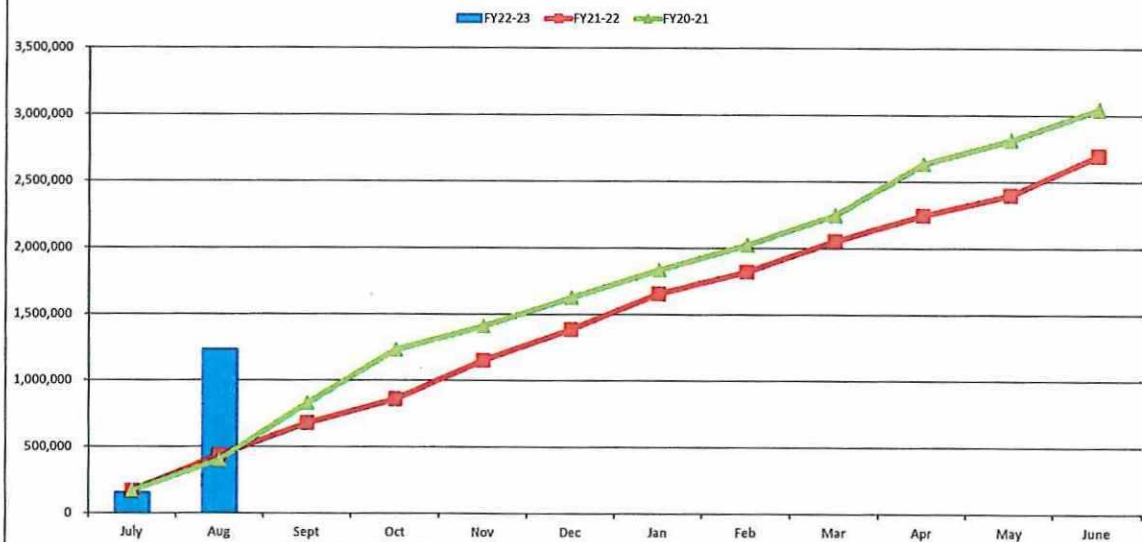
Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Collected
544,984	426,782	(118,202)	4,859,834	8.78

Monthly Comparison of Solid Waste Fund - Revenues



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
436,876	1,235,395	798,519	4,859,834	25.42

Monthly Comparison of Solid Waste Fund - Expenditures



Statement of Revenues

AS OF: August 31, 2022
% OF YEAR COMPLETED: 16.67

100-General Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE REVENUE	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
100-4-0100-41001 Current Taxes - Real	2,587,000	2,587,000	216.56	649.68	0.00	2,586,350.32	0.03
100-4-0100-41002 Current Taxes - Vehicl	276,000	276,000	28,927.78	54,331.56	0.00	221,668.44	19.69
100-4-0100-41003 Homestead Exemption	220,000	220,000	0.00	0.00	0.00	220,000.00	0.00
100-4-0100-41007 Manf Personal Exemptio	10,000	10,000	0.00	0.00	0.00	10,000.00	0.00
100-4-0100-41010 Property Tax Rollback	1,701,000	1,701,000	14,434.49	14,434.49	0.00	1,686,565.51	0.85
100-4-0100-41011 Local Option Tax Reven	915,000	915,000	0.00	0.00	0.00	915,000.00	0.00
100-4-0100-41013 Del Tax - Prior Yrs	50,000	50,000	(1.39)	(376.99)	0.00	50,376.99	0.75--
100-4-0100-41014 Del Tax - Curr Yr	25,000	25,000	1,398.21	5,674.12	0.00	19,325.88	22.70
100-4-0100-41019 In Lieu of Taxes	256,889	256,889	0.00	0.00	0.00	256,889.00	0.00
100-4-0100-41022 Tax Penalties	25,000	25,000	209.53	911.32	0.00	24,088.68	3.65
100-4-0100-41023 Privilege License	2,385,000	2,385,000	32,926.85	59,613.55	0.00	2,325,386.45	2.50
100-4-0100-41025 Building Permits	75,000	75,000	18,566.65	69,237.85	0.00	5,762.15	92.32
100-4-0100-41026 Cable Franchise Fee	74,000	74,000	0.00	0.00	0.00	74,000.00	0.00
100-4-0100-41027 Telecommunications	32,000	32,000	0.00	0.00	0.00	32,000.00	0.00
100-4-0100-41031 Duke Energy Tax	630,000	630,000	0.00	0.00	0.00	630,000.00	0.00
100-4-0100-41032 Court Fines	90,000	90,000	1,981.45	4,797.61	0.00	85,202.39	5.33
100-4-0100-41033 Fire Protection Rescue	170,000	170,000	0.00	34,699.00	0.00	135,301.00	20.41
100-4-0100-41034 Sale of Assets	14,000	14,000	16,817.00	16,817.00	0.00	(2,817.00)	120.12
100-4-0100-41035 Victim's Revenue	4,500	4,500	136.65	409.41	0.00	4,090.59	9.10
100-4-0100-41038 School Guard & Sro	99,000	99,000	4,134.12	4,134.12	0.00	94,865.88	4.18
100-4-0100-41039 Cemetery Fees	5,500	5,500	330.00	1,949.00	0.00	3,551.00	35.44
100-4-0100-41041 Miscellaneous Income	16,953	16,953	524.00	524.00	0.00	16,429.00	3.09
100-4-0100-41043 Lot Clearing	10,000	10,000	395.00	2,530.00	0.00	7,470.00	25.30
100-4-0100-41045 Certification Fees	3,500	3,500	0.00	285.00	0.00	3,215.00	8.14
100-4-0100-41046 Insurance Proceeds	0	0	1,000.00	1,000.00	0.00	(1,000.00)	0.00
100-4-0100-41048 Donations	0	0	0.00	0.00	0.00	0.00	0.00
100-4-0100-41051 Interest on Savings	20,000	20,000	17,320.30	30,233.54	0.00	(10,233.54)	151.17
100-4-0100-41055 Planning And Zoning Re	5,000	5,000	750.00	2,230.00	0.00	2,770.00	44.60
100-4-0100-41061 Accommodations Tax	60,000	60,000	0.00	0.00	0.00	60,000.00	0.00
100-4-0100-41064 Merchants Inventory	71,687	71,687	17,921.79	17,921.79	0.00	53,765.21	25.00
100-4-0100-41065 Motor Carrier Property	90,000	90,000	10,375.22	22,344.33	0.00	67,655.67	24.83
100-4-0100-41066 Misc Intergovernmental	51,400	51,400	0.00	0.00	0.00	51,400.00	0.00
100-4-0100-41067 Local Government Fund	217,600	217,600	0.00	0.00	0.00	217,600.00	0.00
100-4-0100-41075 Grant Proceeds	182,883	182,883	6,382.00	13,389.53	0.00	169,493.47	7.32
100-4-0100-41076 Grant Proceeds/Pass Th	0	0	0.00	0.00	0.00	0.00	0.00
100-4-0100-41082 Police Dept Revenues	20,000	20,000	6,235.00	9,806.00	0.00	10,194.00	49.03
100-4-0100-41084 County Payments	50,000	50,000	50,000.00	50,000.00	0.00	0.00	100.00
100-4-0100-41090 Carryover - Cip	2,787,500	2,787,500	0.00	0.00	0.00	2,787,500.00	0.00
100-4-0100-41092 Carryover - Downtown	0	0	0.00	0.00	0.00	0.00	0.00
100-4-0100-41094 Carryover - Other	273,760	273,760	0.00	0.00	0.00	273,760.00	0.00
100-4-0100-41095 Loan Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	13,505,172	13,505,172	230,981.21	417,545.91	0.00	13,087,626.09	3.09

110-Hospitality Tax Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE REVENUE	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
110-4-0100-41088 Performing Arts	30,000	6,500	0.00	0.00	0.00	6,500.00	0.00
110-4-0100-44001 Hospitality Tax	928,000	999,500	96,814.27	196,780.79	0.00	802,719.21	19.69
110-4-0100-44041 Miscellaneous Income	10,000	10,000	0.00	(67.90)	0.00	10,067.90	0.68--
110-4-0100-44046 Insurance Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
110-4-0100-44051 Interest	401	401	214.38	420.60	0.00	(19.60)	104.89
110-4-0100-44066 Misc Intergovernmental	0	0	0.00	0.00	0.00	0.00	0.00
110-4-0100-44075 Sponsors, Grants, Dona	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
110-4-0100-44092 Carryover-Restricted	222,000	222,000	0.00	0.00	0.00	222,000.00	0.00
TOTAL REVENUES	1,191,401	1,239,401	97,028.65	197,133.49	0.00	1,042,267.51	15.91

115-E911 Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE REVENUE	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
115-4-0100-41094 Carryover - Other	7,600	7,600	0.00	0.00	0.00	7,600.00	0.00
115-4-0100-49110 E911 Fees	34,000	34,000	0.00	0.00	0.00	34,000.00	0.00
TOTAL REVENUES	41,600	41,600	0.00	0.00	0.00	41,600.00	0.00

Statement of Revenues *cont.*AS OF: August 31, 2022
% OF YEAR COMPLETED: 16.67140-American Rescue Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR TO DATE REVENUE	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET RECEIVED
140-4-0100-41000 Interest on Savings	0	0	4,482.87	7,812.53	0.00 (	7,812.53)	0.00
140-4-0100-41075 Grant Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0	4,482.87	7,812.53	0.00 (	7,812.53)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0	0	4,482.87	7,812.53	0.00 (	7,812.53)	

200-Gross Revenue Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE REVENUE	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
200-4-0100-42001 In City Water	1,920,000	1,920,000	172,846.50	337,513.30	0.00	1,582,486.70	17.58
200-4-0100-42002 Outside Water	1,200,000	1,200,000	107,171.42	210,178.06	0.00	989,821.94	17.51
200-4-0100-42003 Joslyn Clark Controls,	1,950	1,950	175.10	357.89	0.00	1,592.11	18.35
200-4-0100-42004 Water Penalties	130,000	130,000	11,777.42	24,053.99	0.00	105,946.01	18.50
200-4-0100-42005 Water Taps	25,000	25,000	5,250.00	11,750.00	0.00	13,250.00	47.00
200-4-0100-42006 Second Penalty	85,000	85,000	9,350.00	19,000.00	0.00	66,000.00	22.35
200-4-0100-42007 Miscellaneous Receipts	5,000	5,000	2,149.20	4,028.87	0.00	971.13	80.58
200-4-0100-42009 MUSC Health Lancaster	95,000	95,000	10,886.56	22,263.79	0.00	72,736.21	23.44
200-4-0100-42010 MFG Companies Water	12,000	12,000	2,355.78	4,772.15	0.00	7,227.85	39.77
200-4-0100-42011 Soliant Llc Water	28,000	28,000	3,963.81	6,379.92	0.00	21,620.08	22.79
200-4-0100-42013 Administrative Fee	8,000	8,000	285.54	695.69	0.00	7,304.31	8.70
200-4-0100-42031 In City Sewer	1,950,000	1,950,000	170,586.99	330,402.99	0.00	1,619,597.01	16.94
200-4-0100-42032 Outside Sewer	1,320,000	1,320,000	110,734.71	216,926.62	0.00	1,103,073.38	16.43
200-4-0100-42033 Springs Industries	10,000	10,000	175.46	359.40	0.00	9,640.60	3.59
200-4-0100-42034 Joslyn Clark Controls,	775	775	81.32	172.66	0.00	602.34	22.28
200-4-0100-42035 Sewer Taps	30,000	30,000	6,950.00	14,450.00	0.00	15,550.00	48.17
200-4-0100-42036 Soliant Llc Sewer	40,000	40,000	5,273.68	8,443.16	0.00	31,556.84	21.11
200-4-0100-42038 Septic Tank Fees	40,000	40,000	0.00	0.00	0.00	40,000.00	0.00
200-4-0100-42039 MUSC Health Lancaster	120,000	120,000	14,106.59	28,856.72	0.00	91,143.28	24.05
200-4-0100-42040 MFG Companies Sewer	12,000	12,000	3,087.59	6,254.64	0.00	5,745.36	52.12
200-4-0100-42041 Lanc. Co W/S District	625,000	625,000	0.00	50,607.45	0.00	574,392.55	8.10
200-4-0100-42042 WSD - Ft Lawn Sewer	80,000	80,000	0.00	0.00	0.00	80,000.00	0.00
200-4-0100-42046 Sale of Assets	8,060	8,060	0.00	0.00	0.00	8,060.00	0.00
200-4-0100-42047 Insurance Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42048 Restitution Payments	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42060 Interest on Savings	15,000	15,000	17,755.89	30,885.38	0.00 (	15,885.38)	205.90
200-4-0100-42066 Miscellaneous Credits	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42068 Grant Proceeds	4,039,290	4,039,290	0.00	0.00	0.00	4,039,290.00	0.00
200-4-0100-42069 County Reimbursements	50,000	50,000	0.00	4,959.68	0.00	45,040.32	9.92
200-4-0100-42080 Capital Contributions	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42085 Infrastructure Fee	137,000	137,000	11,708.00	23,380.00	0.00	113,620.00	17.07
200-4-0100-42090 Carryover-Cip Allocati	703,160	703,160	0.00	0.00	0.00	703,160.00	0.00
200-4-0100-42091 Carryover - Other	2,001,490	2,001,490	0.00	0.00	0.00	2,001,490.00	0.00
200-4-0100-42092 Carryover - Restricted	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42095 Loan Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
200-4-0100-42096 Lease Proceeds	0	0	3,108.00	6,200.00	0.00 (	6,200.00)	0.00
TOTAL REVENUES	14,691,725	14,691,725	669,771.56	1,362,892.36	0.00	13,328,832.64	9.28

210-Solid Waste Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
210-4-0100-46066 Miscellaneous Credits	6,600	6,600	0.00	0.00	0.00	6,600.00	0.00
210-4-0100-46100 Residential Garbage	834,922	834,922	89,608.00	179,288.00	0.00	655,634.00	21.47
210-4-0100-46200 Commercial Garbage	631,373	631,373	55,908.00	111,202.25	0.00	520,170.75	17.61
210-4-0100-46300 Recycling Sales	45,000	80,000	7,497.82	7,497.82	0.00	72,502.18	9.37
210-4-0100-46400 Interest on Savings	2,000	2,000	1,840.77	3,200.28	0.00 (	1,200.28)	160.01
210-4-0100-46500 Miscellaneous	3,550	3,550	0.00	2,341.34	0.00	1,208.66	65.95
210-4-0100-46510 Sale of Assets	2,500	2,500	0.00	0.00	0.00	2,500.00	0.00
210-4-0100-46600 Insurance Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46700 Roll-Off Containers	45,000	45,000	0.00	5,755.00	0.00	39,245.00	12.79
210-4-0100-46701 Utility - Roll-Off Con	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46710 Transfer Station Use	1,042,196	1,340,196	0.00	112,112.79	0.00	1,228,083.21	8.37
210-4-0100-46711 Tipping Fees	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46714 SW Penalties	30,000	30,000	2,890.62	5,384.87	0.00	24,615.13	17.95
210-4-0100-46800 Carryover - Cip	115,500	115,500	0.00	0.00	0.00	115,500.00	0.00
210-4-0100-46810 Carryover - Other	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46880 Grant, Settlement Proc	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46896 Lease Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,758,641	3,091,641	157,745.21	426,782.35	0.00	2,664,858.65	13.80

Departmental Expenditure/Expense Summary

AS OF: August 31, 2022
% OF YEAR COMPLETED: 16.67

100-General Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
Mayor & Council	128,837	128,837	7,059.12	12,364.62	30,621.00	85,850.88	33.36
City Administrator	245,261	245,261	24,483.21	43,562.31	1,131.78	200,566.91	18.22
Grounds Maintenance	315,260	315,260	21,387.30	61,432.56	137,627.51	116,199.93	63.14
Human Resources	246,190	246,190	23,422.63	41,775.84	7,715.12	196,699.04	20.10
Finance	243,996	214,060	22,942.76	40,034.02	11,778.26	162,247.72	24.20
Information Technology	728,620	728,620	134,803.89	197,658.72	230,269.14	300,691.64	58.73
Legal Services	16,017	37,565	3,215.70	5,172.08	3,487.50	28,904.62	23.05
General Expense	1,460,551	1,464,051	76,397.00	330,360.19	421,388.55	712,282.26	51.35
See Lancaster	29,330	29,330	0.00	24.30	0.00	29,305.70	0.08
Police	3,547,365	3,512,887	314,807.85	514,471.10	79,172.96	2,919,242.94	16.90
Victim's Services	27,738	27,738	3,306.37	5,224.04	0.00	22,513.96	18.83
Court Admin	402,420	402,420	49,779.24	80,452.93	5,874.58	316,092.49	21.45
Pira	2,047,109	2,047,109	231,222.96	380,169.45	25,351.64	1,641,587.91	19.81
Street Division	621,290	621,290	39,593.71	48,959.26	32,461.60	539,869.14	13.11
Vehicle Maintenance	116,259	128,150	7,626.53	12,533.09	5,499.43	110,117.48	14.07
Building Official	314,170	314,170	31,429.86	52,027.22	15,441.86	246,700.92	21.48
Parks & Playgrounds	184,200	211,675	5,809.29	6,071.06	75,100.00	130,503.94	38.35
Comm Service Grants	38,000	38,000	0.00	0.00	0.00	38,000.00	0.00
Debt Service	5,060	5,060	0.00	0.00	0.00	5,060.00	0.00
CIP Expenditures	2,787,500	2,787,500	7,155.87	38,514.07	701,597.14	2,047,388.79	26.55
TOTAL EXPENDITURES	13,505,172	13,505,172	1,004,443.29	1,870,827.66	1,784,518.07	9,849,826.27	27.07
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(773,462.08)	(1,453,281.75)	(1,784,518.07)	3,237,799.82	

110-Hospitality Tax Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
Hospitality	699,115	747,115	9,756.90	10,634.18	99,221.77	637,259.05	14.70
IT Hospitality	38,998	38,998	1,650.91	3,411.08	0.00	35,586.92	8.75
See Lancaster	4,050	4,050	143.75	468.75	0.00	3,581.25	11.57
Events Management	297,628	302,628	6,306.08	12,325.81	18,987.39	271,314.80	10.35
Performing Arts	151,610	146,610	0.00	0.00	0.00	146,610.00	0.00
TOTAL EXPENDITURES	1,191,401	1,239,401	17,857.64	26,839.82	118,209.16	1,094,352.02	11.70
REVENUES OVER/(UNDER) EXPENDITURES	0	0	79,171.01	170,293.67	(118,209.16)	(52,084.51)	

115 E911 FUND

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
E911 Fund	41,600	41,600	34,912.70	41,336.30	3,968.00	(3,704.30)	108.90
TOTAL EXPENDITURES	41,600	41,600	34,912.70	41,336.30	3,968.00	(3,704.30)	108.90
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(34,912.70)	(41,336.30)	(3,968.00)	45,304.30	

200-Gross Revenue Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
Public Works Admin	311,336	312,086	32,977.73	49,890.64	4,202.26	257,993.10	17.33
Water Service	1,748,201	1,761,701	177,289.41	225,219.81	164,617.53	1,371,863.66	22.13
Ground Maintenance	33,634	42,002	5,728.81	8,867.85	0.00	33,134.15	21.11
Vehicle Maintenance	66,733	66,733	6,863.44	11,754.67	0.00	54,978.33	17.61
Information Technology	381,806	381,806	52,138.74	58,273.07	107,836.56	215,696.37	43.51
Utility Billing	235,258	238,358	29,897.98	45,373.54	35,985.67	156,998.79	34.13
Wastewater Treatment	1,391,367	1,447,267	68,304.19	92,459.41	375,109.47	979,698.12	32.31
Lift Station Mtn	111,500	111,500	4,154.93	4,154.93	13,953.96	93,391.11	16.24
Wastewater Collection	830,356	835,356	69,753.33	111,270.68	15,165.85	708,919.47	15.14
GR General Expense	1,282,230	1,396,242	26,872.26	201,872.16	178,103.92	1,016,265.92	27.21
Debt Service	1,716,654	1,516,024	30,834.54	46,409.11	0.00	1,469,614.89	3.06
EPA Projects	50,000	50,000	13,987.50	13,987.50	6,012.50	30,000.00	40.00
Capital Improvements	5,829,490	5,829,490	4,480.00	4,480.00	1,545,519.39	4,279,490.61	26.59
CIP Expenditures	703,160	703,160	83,596.88	85,427.48	484,984.60	132,747.92	81.12
TOTAL EXPENDITURES	14,691,725	14,691,725	606,879.74	959,440.85	2,931,491.71	10,800,792.44	26.48
REVENUES OVER/(UNDER) EXPENDITURES	0	0	62,891.82	403,451.51	(2,931,491.71)	2,528,040.20	

Departmental Expenditure/Expense Summary cont.

AS OF: August 31, 2022
% OF YEAR COMPLETED: 16.67

210-Solid Waste Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
General Expense	387,970	398,470	12,489.71	72,767.27	77,308.80	248,393.93	37.66
Solid Waste Admin	214,600	212,600	15,871.33	24,016.27	1,040.67	187,543.06	11.79
Information Technology	94,498	94,498	7,749.57	9,509.79	22,987.68	62,000.53	34.39
Residential Garbage	339,078	339,578	33,456.08	49,656.18	22,296.91	267,624.91	21.19
Recycling	92,624	97,624	6,988.22	11,111.54	417.84	86,094.62	11.81
Commercial Garbage	326,923	621,923	28,432.11	31,410.36	284,723.94	305,788.70	50.83
Transfer Station	805,232	851,232	95,987.12	146,595.42	24,712.81	679,923.77	20.12
Ground Maintenance	70,968	48,968	5,728.77	8,867.68	0.00	40,100.32	18.11
Vehicle Maintenance	132,527	132,527	13,726.78	23,509.20	0.00	109,017.80	17.74
Debt Service	178,721	178,721	91,455.73	91,455.73	87,264.04	1.23	100.00
CIP - Expense	115,500	115,500	766,495.57	766,495.57	517,695.26	(1,168,690.83)	1,111.85
TOTAL EXPENDITURES	2,758,641	3,091,641	1,078,380.99	1,235,395.01	1,038,447.95	817,798.04	73.55
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(920,635.78)	(808,612.66)	(1,038,447.95)	1,847,060.61	

Line-Item Expenditures/Expense

AS OF: August 31, 2022
% OF YEAR COMPLETED: 16.67

	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
100-5-0110-51001 Salaries Regular	65,000	65,000	5,416.72	5,416.72	0.00	59,583.28	8.33
100-5-0110-51004 Fica	4,973	4,973	400.03	800.06	0.00	4,172.44	16.09
100-5-0110-51006 SC Retirement	11,414	11,414	917.11	1,834.22	0.00	9,579.78	16.07
100-5-0110-52009 Clothing	700	700	0.00	0.00	0.00	700.00	0.00
100-5-0110-52010 Travel And Training	8,850	8,850	189.98	4,058.98	0.00	4,791.02	45.86
100-5-0110-52012 Communications	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0110-52015 Printing And Advertisi	1,000	1,000	112.68	112.68	0.00	887.32	11.27
100-5-0110-52016 Subscriptions and Dues	100	100	0.00	0.00	0.00	100.00	0.00
100-5-0110-52018 Special Contracts	31,500	31,500	0.00	0.00	30,500.00	1,000.00	96.83
100-5-0110-52020 Materials And Supplies	2,100	2,100	22.60	22.60	121.00	1,956.40	6.84
100-5-0110-52021 Unclassified Expense	3,200	3,200	0.00	119.36	0.00	3,080.64	3.73
100-5-0120-51001 Salaries Regular	186,202	186,202	19,068.00	32,628.34	0.00	153,573.66	17.52
100-5-0120-51003 Overtime	1,000	1,000	181.84	451.97	0.00	548.03	45.20
100-5-0120-51004 Fica	14,321	14,321	1,419.64	3,098.88	0.00	11,222.12	21.64
100-5-0120-51006 SC Retirement	32,873	32,873	3,904.16	6,387.97	0.00	26,485.03	19.43
100-5-0120-52009 Clothing	100	100	0.00	0.00	0.00	100.00	0.00
100-5-0120-52010 Travel And Training	5,050	5,050	(100.00)	875.56	0.00	4,174.44	17.34
100-5-0120-52011 Operation Motor Vehicl	900	900	0.00	0.00	0.00	900.00	0.00
100-5-0120-52012 Communications	250	250	9.57	19.59	0.00	230.41	7.84
100-5-0120-52015 Printing And Advertisi	1,400	1,400	0.00	0.00	325.78	1,074.22	23.27
100-5-0120-52016 Subscriptions And Dues	1,365	1,365	0.00	100.00	806.00	459.00	66.37
100-5-0120-52018 Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0120-52019 Repairs And Maintenan	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0120-52020 Materials And Supplies	1,800	1,800	0.00	0.00	0.00	1,800.00	0.00
100-5-0120-52021 Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0120-53035 Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0121-51001 Salaries Regular	85,725	85,725	14,448.59	22,545.62	0.00	63,179.38	26.30
100-5-0121-51003 Overtime	3,500	3,500	103.25	146.50	0.00	3,353.50	4.19
100-5-0121-51004 Fica	6,826	6,826	1,086.69	2,083.61	0.00	4,742.39	30.52
100-5-0121-51006 SC Retirement	15,668	15,668	2,312.33	3,711.58	0.00	11,956.42	23.69
100-5-0121-52009 Clothing	2,900	2,900	121.68	121.68	2,378.32	400.00	86.21
100-5-0121-52011 Operation Motor Vehicl	9,000	9,000	727.41	1,157.50	0.00	7,842.50	12.86
100-5-0121-52012 Communications	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0121-52017 Maint & Service Contra	146,891	146,891	0.00	28,579.17	130,420.83	(12,109.00)	108.24
100-5-0121-52018 Special Contracts	20,000	20,000	0.00	0.00	0.00	20,000.00	0.00
100-5-0121-52019 Repairs And Maintenan	4,250	4,250	0.00	0.00	0.00	4,250.00	0.00
100-5-0121-52020 Materials And Supplies	14,500	14,500	877.95	1,377.50	1,537.76	11,584.74	20.11
100-5-0121-52042 Cemetery Internment	6,000	6,000	1,709.40	1,709.40	3,290.60	1,000.00	83.33
100-5-0122-51001 Salaries Regular	166,615	166,615	17,510.08	29,601.60	0.00	137,013.40	17.77
100-5-0122-51002 Salaries Special	8,700	8,700	505.69	2,588.61	0.00	6,111.39	29.75
100-5-0122-51003 Overtime	1,500	1,500	148.39	363.22	0.00	1,136.78	24.21
100-5-0122-51004 Fica	13,526	13,526	1,337.39	2,988.93	0.00	10,537.07	22.10
100-5-0122-51006 SC Retirement	31,049	31,049	3,290.20	5,345.06	0.00	25,703.94	17.21
100-5-0122-52009 Clothing	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0122-52010 Travel And Training	4,450	4,450	0.00	0.00	0.00	4,450.00	0.00
100-5-0122-52011 Operation Motor Vehicl	2,000	2,000	149.92	149.92	0.00	1,850.08	7.50
100-5-0122-52012 Communications	500	500	20.51	45.41	0.00	454.59	9.08
100-5-0122-52015 Printing And Advertisi	6,500	6,500	0.00	100.00	7,379.42	(979.42)	115.07
100-5-0122-52016 Subscriptions And Dues	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
100-5-0122-52017 Maint. & Serv. Contrac	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0122-52018 Special Contracts	1,530	1,530	92.75	181.75	332.25	1,016.00	33.59
100-5-0122-52020 Materials And Supplies	3,500	3,500	367.70	411.34	3.45	3,085.21	11.85
100-5-0122-52021 Unclassified Expense	820	820	0.00	0.00	0.00	820.00	0.00
100-5-0122-52027 Educational Benefits	4,000	4,000	0.00	0.00	0.00	4,000.00	0.00
100-5-0122-52028 Prisoners Medical Expe	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0130-51001 Salaries Regular	172,473	142,537	17,129.01	30,044.28	0.00	112,492.22	21.08
100-5-0130-51003 Overtime	1,500	1,500	457.52	633.09	0.00	866.91	42.21
100-5-0130-51004 Fica	13,309	13,309	1,288.15	2,911.26	0.00	10,397.62	21.87
100-5-0130-51006 SC Retirement	30,550	30,550	3,783.84	5,949.09	0.00	24,600.51	19.47
100-5-0130-52009 Clothing	300	300	0.00	0.00	0.00	300.00	0.00
100-5-0130-52010 Travel And Training	3,000	3,000	0.00	0.00	0.00	3,000.00	0.00
100-5-0130-52012 Communications	1,200	1,200	80.85	142.89	0.00	1,057.11	11.91
100-5-0130-52015 Printing And Advertisi	2,500	2,500	(47.00)	(47.00)	226.87	2,320.13	7.19
100-5-0130-52016 Subscriptions And Dues	955	955	190.00	340.00	(150.00)	765.00	19.90

100-5-0130-52018	Special Contracts	11,960	11,960	0.00	0.00	11,000.00	960.00	91.97
100-5-0130-52020	Materials And Supplies	5,750	5,750	15.67	15.67	701.39	5,032.94	12.47
100-5-0130-52021	Unclassified Expense	500	500	44.72	44.72	0.00	455.28	8.94
100-5-0135-51001	Salaries Regular	70,093	70,093	6,876.48	11,076.14	0.00	59,016.36	15.80
100-5-0135-51003	Overtime	3,000	3,000	0.00	342.54	0.00	2,657.46	11.42
100-5-0135-51004	Fica	5,592	5,592	494.01	1,088.10	0.00	4,503.90	19.46
100-5-0135-51006	SC Retirement	12,835	12,835	1,407.08	3,096.22	0.00	9,738.78	24.12
100-5-0135-52009	Clothing	1,050	1,050	0.00	0.00	0.00	1,050.00	0.00
100-5-0135-52010	Travel and Training	5,100	5,100	51.75	2,794.50	30.00	2,275.50	55.38
100-5-0135-52011	Operation Motor Vehicl	7,000	7,000	497.51	497.51	0.00	6,502.49	7.11
100-5-0135-52012	Communications	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0135-52015	Printing and Advertisi	1,800	1,500	0.00	0.00	237.75	1,262.25	15.85
100-5-0135-52016	Subscriptions and Dues	1,700	1,700	161.89	161.89	0.00	1,538.11	9.52
100-5-0135-52017	Maint. & Serv. Contrac	503,950	498,950	115,264.50	168,551.15	213,624.23	116,774.62	76.60
100-5-0135-52018	Special Contracts	25,500	25,500	0.00	0.00	0.00	25,500.00	0.00
100-5-0135-52020	Materials and Supplies	11,500	11,500	324.04	324.04	815.60	11,008.44	4.27
100-5-0135-52021	Unclassified Expenses	0	300	0.00	0.00	0.00	300.00	0.00
100-5-0135-52034	Data Processing	7,000	7,000	0.00	0.00	0.00	7,000.00	0.00
100-5-0135-52046	Non Capital - IT	72,000	77,000	10,374.71	10,374.71	15,561.56	51,063.73	33.68
100-5-0140-51001	Salaries Regular	7,800	25,000	1,800.00	2,832.37	0.00	22,167.63	11.33
100-5-0140-51004	Fica	597	1,915	137.71	255.34	0.00	1,659.66	13.33
100-5-0140-51006	SC Retirement	1,370	4,400	265.49	402.11	0.00	3,997.89	9.14
100-5-0140-52010	Travel and Training	150	150	0.00	670.56	0.00	520.56	447.04
100-5-0140-52016	Subscriptions And Dues	100	100	0.00	0.00	0.00	100.00	0.00
100-5-0140-52018	Special Contracts	6,000	6,000	1,012.50	1,012.50	3,487.50	1,500.00	75.00
100-5-0150-51007	GASB 45 Contribution	50,000	50,000	0.00	0.00	0.00	50,000.00	0.00
100-5-0150-51008	Insurance	656,200	656,200	53,647.22	141,499.80	0.00	514,700.20	21.56
100-5-0150-51009	Unemployment Insurance	2,000	2,000	0.00	0.00	0.00	2,000.00	0.00
100-5-0150-51122	Fringe Benefits & Test	50,525	50,525	1,483.60	1,483.60	21,456.40	27,585.00	45.40
100-5-0150-52012	Communications	750	750	0.00	0.00	0.00	750.00	0.00
100-5-0150-52013	Electricity	23,000	23,000	3,494.16	3,494.16	0.00	19,505.84	15.19
100-5-0150-52014	Fuel for Heating/Water	35,000	35,000	0.00	4,728.10	0.00	30,271.90	13.51
100-5-0150-52015	Printing And Advertisi	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0150-52016	Subscriptions and Dues	4,950	5,550	0.00	0.00	4,100.00	1,450.00	73.87
100-5-0150-52017	Maint. & Serv. Contrac	93,670	93,670	4,263.55	4,646.42	88,314.22	709.36	99.24
100-5-0150-52018	Special Contracts	89,500	89,500	3,708.57	3,708.57	59,759.00	26,032.43	70.91
100-5-0150-52019	Repairs And Maintenanc	59,750	59,150	8,165.10	9,477.56	3,959.60	45,712.84	22.72
100-5-0150-52020	Materials And Supplies	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0150-52021	Unclassified Expense	800	800	0.00	0.00	0.00	800.00	0.00
100-5-0150-52023	Sales & Use Tax	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0150-52025	Bank Charges /Late Fee	10,000	10,000	697.46	1,793.05	0.00	8,206.95	17.93
100-5-0150-52026	Credit/Debit Charges	5,000	8,500	937.34	1,789.26	0.00	6,710.74	21.05
100-5-0150-52029	Transfer to Other Fund	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0150-52030	Special Proj - Springs	3,375	3,375	0.00	0.00	0.00	3,375.00	0.00
100-5-0150-52035	SCMIT & SMIRF	370,100	370,100	0.00	157,759.67	243,799.33	31,459.00	108.50
100-5-0150-52045	Jci Service Payment	3,731	3,731	0.00	0.00	0.00	3,731.00	0.00
100-5-0150-52052	Downtown Reserve-Duke	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0150-52053	Gf Reserve Appropriati	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0150-53029	Claims Fund	1,700	1,700	0.00	0.00	0.00	1,700.00	0.00
100-5-0150-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-51001	Salaries Regular	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-51003	Overtime	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-51004	Fica	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-51006	SC Retirement	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-52010	Travel and Training	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
100-5-0162-52012	Communications	130	130	0.00	0.00	0.00	130.00	0.00
100-5-0162-52015	Printing and Advertisi	11,050	11,050	0.00	24.30	0.00	11,025.70	0.22
100-5-0162-52016	Subscriptions and Dues	150	150	0.00	0.00	0.00	150.00	0.00
100-5-0162-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-52020	Materials and Supplies	2,000	2,000	0.00	0.00	0.00	2,000.00	0.00
100-5-0162-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0162-52030	Spec Proj - Events	15,000	15,000	0.00	0.00	0.00	15,000.00	0.00
100-5-0210-51001	Salaries Regular	2,315,052	2,215,574	207,949.17	342,531.26	0.00	1,873,042.74	15.46
100-5-0210-51002	Salaries Special	30,000	30,000	5,743.89	8,129.10	0.00	21,870.90	27.10
100-5-0210-51003	Overtime	100,000	140,000	10,835.67	23,007.74	0.00	116,992.26	16.43
100-5-0210-51004	Fica	187,047	187,047	16,530.27	34,685.93	0.00	152,361.07	18.54
100-5-0210-51006	SC Retirement	462,686	462,686	46,526.72	76,331.63	0.00	386,354.37	16.50
100-5-0210-51122	Fringe Benefits & Test	4,500	4,500	300.00	300.00	4,200.00	0.00	100.00
100-5-0210-52009	Clothing	64,000	64,000	946.91	947.59	0.00	63,052.41	1.48
100-5-0210-52010	Travel and Training	42,365	42,365	2,128.98	3,313.98	31,106.02	7,945.00	81.25
100-5-0210-52011	Operation Motor Vehicl	127,000	127,000	14,388.27	15,490.82	20,536.52	90,972.66	28.37
100-5-0210-52012	Communications	7,000	7,000	51.35	93.18	0.00	6,906.82	1.33
100-5-0210-52013	Electricity	0	25,000	4,863.99	4,863.99	0.00	20,136.01	19.46
100-5-0210-52014	Fuel for Heating/Water	0	1,000	105.84	105.84	0.00	894.16	10.58
100-5-0210-52015	Printing And Advertisi	4,100	3,100	0.00	0.00	330.42	2,769.58	10.66
100-5-0210-52016	Subscriptions And Dues	18,725	18,725	4,179.00	4,391.00	15,000.00	666.00	103.56
100-5-0210-52018	Special Contracts	79,780	79,780	0.00	0.00	8,000.00	71,780.00	10.03
100-5-0210-52019	Repairs And Maintenanc	12,000	12,000	0.00	0.00	0.00	12,000.00	0.00
100-5-0210-52020	Materials And Supplies	44,610	44,610	257.79	279.04	0.00	44,330.96	0.63
100-5-0210-52021	Unclassified Expense	5,500	5,500	0.00	0.00	0.00	5,500.00	0.00
100-5-0210-52022	Seized/Forfeiture Drug	25,000	25,000	0.00	0.00	0.00	25,000.00	0.00
100-5-0210-53035	Capital Expense	18,000	18,000	0.00	0.00	0.00	18,000.00	0.00
100-5-0211-51001	Salaries Regular	18,799	18,799	2,572.80	4,042.58	0.00	14,756.42	21.50
100-5-0211-51003	Overtime	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0211-51004	Fica	1,438	1,438	192.52	382.97	0.00	1,055.03	26.63
100-5-0211-51006	SC Retirement	3,301	3,301	438.99	696.43	0.00	2,604.57	21.10
100-5-0211-52009	Clothing	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0211-52010	Travel And Training	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
100-5-0211-52011	Operation Motor Vehicl	1,500	1,500	102.06	102.06	0.00	1,397.94	6.80
100-5-0211-52012	Communications	300	300	0.00	0.00	0.00	300.00	0.00
100-5-0211-52015	Printing And Advertisi	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0211-52016	Subscriptions And Dues	200	200	0.00	0.00	0.00	200.00	0.00
100-5-0211-52017	Maint. & Serv. Contrac	400	400	0.00	0.00	0.00	400.00	0.00
100-5-0211-52020	Materials And Supplies	300	300	0.00	0.00	0.00	300.00	0.00
100-5-0211-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0220-51001	Salaries Regular	250,941	250,941	34,882.10	55,638.69	0.00	195,302.31	22.17
100-5-0220-51003	Overtime	8,000	8,000	715.40	1,824.00	0.00	6,176.00	22.80
100-5-0220-51004	Fica	19,809	19,809	2,679.94	5,159.02	0.00	14,649.98	26.04
100-5-0220-51006	SC Retirement	45,470	45,470	5,803.59	9,064.08	0.00	36,405.92	19.93
100-5-0220-52009	Clothing	600	600	0.00	0.00	0.00	600.00	0.00
100-5-0220-52010	Travel And Training	5,000	1,500	1,198.40	1,598.40	0.00	98.40	106.56
100-5-0220-52012	Communications	2,000	2,000	135.99	274.23	0.00	1,725.77	13.71
100-5-0220-52015	Printing And Advertisi	1,500	1,500	306.02	306.02	374.58	819.40	45.37

100-5-0220-52016	Subscriptions And Dues	1,500	1,500	0.00	0.00	0.00	1,500.00	0.00
100-5-0220-52018	Special Contracts	10,000	10,000	4,142.63	4,142.63	5,500.00	357.37	96.43
100-5-0220-52019	Repairs And Maintenance	400	400	0.00	0.00	0.00	400.00	0.00
100-5-0220-52020	Materials And Supplies	4,500	8,000	0.00	1,354.28	0.00	6,645.72	16.93
100-5-0220-52021	Unclassified Expense	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0220-52037	State Assessments	52,200	52,200	(84.83)	1,091.58	0.00	51,108.42	2.09
100-5-0230-51001	Salaries Regular	1,406,784	1,406,784	171,735.96	283,868.93	0.00	1,122,915.07	20.18
100-5-0230-51002	Salaries Special	9,000	9,000	100.00	139.50	0.00	8,860.50	1.55
100-5-0230-51003	Overtime	3,500	3,500	0.00	276.44	0.00	3,223.56	7.90
100-5-0230-51004	Fica	108,575	108,575	12,804.28	26,613.78	0.00	81,961.22	24.51
100-5-0230-51006	SC Retirement	273,070	273,070	36,734.69	58,064.74	0.00	215,005.26	21.26
100-5-0230-51122	Fringe Benefits & Test	8,600	8,600	0.00	0.00	8,600.00	0.00	100.00
100-5-0230-52009	Clothing	34,630	34,630	218.70	218.70	1,010.00	33,401.30	3.55
100-5-0230-52010	Travel And Training	24,300	24,300	2,608.92	2,831.92	200.00	21,268.08	12.48
100-5-0230-52011	Operation Motor Vehicle	45,000	45,000	6,519.90	6,581.03	3,109.87	35,309.10	21.54
100-5-0230-52012	Communications	250	250	0.57	1.10	0.00	248.90	0.44
100-5-0230-52013	Electricity	750	750	27.76	27.76	0.00	722.24	3.70
100-5-0230-52014	Fuel For Heating/Water	750	750	0.00	0.00	0.00	750.00	0.00
100-5-0230-52015	Printing And Advertising	2,700	2,700	0.00	0.00	143.95	2,556.04	5.33
100-5-0230-52016	Subscriptions And Dues	6,100	6,100	115.98	115.98	0.00	5,984.02	1.90
100-5-0230-52018	Special Contracts	2,750	2,750	0.00	0.00	3,000.00	(250.00)	109.09
100-5-0230-52019	Repairs And Maintenance	2,800	2,800	0.00	10.85	100.00	2,689.15	3.96
100-5-0230-52020	Materials And Supplies	40,350	39,347	356.20	1,409.22	9,187.81	28,749.97	26.93
100-5-0230-52021	Unclassified Expense	2,200	2,200	0.00	9.50	0.00	2,190.50	0.43
100-5-0230-53035	Capital Expense	75,000	76,003	0.00	0.00	0.00	76,003.00	0.00
100-5-0320-51001	Salaries Regular	161,634	161,634	10,467.49	16,235.43	0.00	145,398.57	10.04
100-5-0320-51003	Overtime	4,000	4,000	0.00	27.69	0.00	3,972.31	0.69
100-5-0320-51004	Fica	12,671	12,671	781.71	1,520.60	0.00	11,150.40	12.00
100-5-0320-51006	SC Retirement	29,085	29,085	1,709.24	4,060.42	0.00	25,024.58	13.96
100-5-0320-52009	Clothing	3,400	3,400	64.28	64.28	3,300.00	35.72	98.95
100-5-0320-52010	Travel And Training	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0320-52011	Operation Motor Vehicle	46,500	46,500	3,017.57	3,335.05	2,900.00	40,264.95	13.41
100-5-0320-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0320-52015	Printing And Advertising	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0320-52016	Subscriptions And Dues	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0320-52018	Special Contracts	39,000	39,000	0.00	0.00	24,367.62	14,632.38	62.48
100-5-0320-52019	Repairs And Maintenance	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0320-52020	Materials And Supplies	24,000	24,000	211.74	314.56	1,926.46	21,758.98	9.34
100-5-0320-52021	Unclassified Expense	500	500	66.93	126.48	(32.48)	406.00	18.80
100-5-0320-52038	Street Lights	300,000	300,000	23,274.75	23,274.75	0.00	276,725.25	7.76
100-5-0320-52042	Cemetery Internment	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0320-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0330-51001	Salaries Regular	51,797	58,800	5,105.08	8,809.55	0.00	49,990.45	14.98
100-5-0330-51003	Overtime	2,000	4,500	279.50	358.40	0.00	4,141.60	7.96
100-5-0330-51004	Fica	4,115	4,850	394.61	856.67	0.00	3,993.13	17.67
100-5-0330-51006	SC Retirement	9,447	11,100	1,084.13	1,729.57	0.00	9,370.43	15.58
100-5-0330-52009	Clothing	3,500	3,500	37.55	37.55	3,262.45	200.00	94.29
100-5-0330-52010	Travel And Training	2,000	2,000	0.00	0.00	0.00	2,000.00	0.00
100-5-0330-52011	Operation Motor Vehicle	12,000	12,000	274.43	289.43	0.00	11,710.57	2.41
100-5-0330-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0330-52013	Electricity	7,200	7,200	0.00	0.00	0.00	7,200.00	0.00
100-5-0330-52014	Fuel For Heating/Water	5,500	5,500	15.62	15.62	0.00	5,484.38	0.28
100-5-0330-52016	Subscriptions And Dues	500	500	0.00	0.00	0.00	500.00	0.00
100-5-0330-52017	Maint & Svc Contracts	4,600	4,600	100.69	100.69	999.31	3,500.00	23.91
100-5-0330-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0330-52019	Repairs And Maintenance	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0330-52020	Materials And Supplies	13,100	13,100	243.21	243.70	1,237.67	11,618.63	11.31
100-5-0330-52021	Unclassified Expense	500	500	91.71	91.71	0.00	408.29	18.34
100-5-0330-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0410-51001	Salaries Regular	187,110	187,110	23,697.93	37,747.58	0.00	149,362.42	20.17
100-5-0410-51003	Overtime	1,000	1,000	78.62	102.02	0.00	897.98	10.20
100-5-0410-51004	Fica	14,390	14,390	1,755.36	3,499.49	0.00	10,890.51	24.32
100-5-0410-51006	SC Retirement	33,032	33,032	4,070.30	6,652.86	0.00	26,379.14	20.14
100-5-0410-52009	Clothing	900	900	0.00	0.00	0.00	900.00	0.00
100-5-0410-52010	Travel And Training	4,000	4,000	449.00	449.00	120.00	3,431.00	14.23
100-5-0410-52011	Operation Motor Vehicle	6,000	6,000	480.86	480.86	0.00	5,519.14	8.01
100-5-0410-52012	Communications	5,500	5,500	158.35	355.97	0.00	5,144.03	6.47
100-5-0410-52015	Printing And Advertising	5,300	5,300	275.44	275.44	824.78	4,199.78	20.76
100-5-0410-52016	Subscriptions And Dues	938	938	0.00	0.00	0.00	938.00	0.00
100-5-0410-52018	Special Contracts	50,000	50,000	510.00	2,510.00	14,490.00	33,000.00	34.00
100-5-0410-52019	Repairs And Maintenance	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
100-5-0410-52020	Materials And Supplies	3,600	3,600	(83.92)	(83.92)	7.08	3,676.84	2.13
100-5-0410-52021	Unclassified Expense	1,400	1,400	37.92	37.92	0.00	1,362.08	2.71
100-5-0510-52017	Maint & Service Contra	42,200	69,675	0.00	0.00	75,000.00	(5,325.00)	107.64
100-5-0510-52018	Special Contracts	70,000	70,000	5,350.00	5,350.00	0.00	64,650.00	7.64
100-5-0510-52019	Repairs And Maintenance	60,000	60,000	417.52	679.29	100.00	59,220.71	1.30
100-5-0510-53035	Capital Expenses	12,000	12,000	41.77	41.77	0.00	11,958.23	0.35
100-5-0510-53038	Contingency	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0610-52018	Special Contracts	13,000	13,000	0.00	0.00	0.00	13,000.00	0.00
100-5-0610-52030	Facade Grants	25,000	25,000	0.00	0.00	0.00	25,000.00	0.00
100-5-0610-52044	Special Grant Exp	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0610-52050	Econ Development Incent	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0900-54092	Interest Expense	50	51	0.00	0.00	0.00	51.00	0.00
100-5-0900-57093	Johnson Controls 0506	5,010	5,009	0.00	0.00	0.00	5,009.00	0.00
100-5-0900-57102	2016 First Citizens Le	0	0	0.00	0.00	0.00	0.00	0.00
100-5-0910-53100	Capital Outlay - Cash	2,787,500	2,787,500	7,155.87	38,514.07	701,597.14	2,047,388.79	26.55
100-5-0910-53110	Capital Outlay - Lease	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1100-51008	Insurance	14,500	14,500	0.00	(419.72)	0.00	14,919.72	2.89
110-5-1100-51122	Fringe Benefits & Test	900	900	0.00	0.00	0.00	900.00	0.00
110-5-1100-52002	Hospitality Grants	165,000	165,000	0.00	0.00	0.00	165,000.00	0.00
110-5-1100-52010	Travel And Training	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1100-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1100-52013	Electricity	0	1,000	82.25	82.25	0.00	917.75	8.23
110-5-1100-52015	Printing And Advertising	6,000	6,000	708.00	708.00	0.00	5,292.00	11.80
110-5-1100-52016	Subscriptions And Dues	5,525	5,525	1,575.00	1,575.00	0.00	3,950.00	28.51
110-5-1100-52017	Maint & Service Contra	1,240	1,240	0.00	391.00	30,845.00	(29,996.00)	2,519.03
110-5-1100-52018	Special Contracts	142,500	135,500	7,100.00	7,700.00	16,000.00	111,800.00	17.49
110-5-1100-52019	Repairs And Maintenance	15,000	38,000	0.00	0.00	0.00	38,000.00	0.00
110-5-1100-52020	Materials And Supplies	73,350	103,350	85.35	126.28	46,270.85	56,952.87	44.89
110-5-1100-52021	Unclassified Expense	0	0	0.00	36.70	0.00	(36.70)	0.00
110-5-1100-52023	Sales & Use Tax	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1100-52025	Bank Charges/Late Fees	0	1,000	0.00	0.00	0.00	1,000.00	0.00
110-5-1100-52026	Credit/Debit Charges	0	0	206.30	434.67	0.00	(434.67)	0.00

110-5-1100-52030	Special Projects	275,100	275,100	0.00	0.00	6,105.92	268,994.08	2.22
110-5-1100-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1135-51001	Salaries Regular	30,146	30,146	1,339.20	2,090.28	0.00	28,055.72	6.93
110-5-1135-51003	Overtime	1,000	1,000	0.00	1.97	0.00	998.03	0.20
110-5-1135-51004	Fica	2,383	2,383	100.01	191.48	0.00	2,191.52	8.04
110-5-1135-51006	SC Retirement	5,469	5,469	211.70	1,127.35	0.00	4,341.65	20.61
110-5-1162-51001	Salaries Regular	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1162-51003	Overtime	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1162-51004	Fica	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1162-51006	SC Retirement	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1162-52009	Clothing	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1162-52016	Subscription & Dues	300	300	143.75	468.75	0.00	168.75	156.25
110-5-1162-52018	Special Contracts	2,500	2,500	0.00	0.00	0.00	2,500.00	0.00
110-5-1162-52020	Materials & Supplies	1,250	1,250	0.00	0.00	0.00	1,250.00	0.00
110-5-1163-51001	Salaries Regular	47,109	47,109	2,509.50	2,509.50	0.00	44,599.50	5.33
110-5-1163-51002	City Events Staff	20,000	20,000	225.00	225.00	0.00	19,775.00	1.13
110-5-1163-51003	Overtime	3,000	3,000	15.75	15.75	0.00	2,984.25	0.53
110-5-1163-51004	Fica	5,363	5,363	193.19	193.19	0.00	5,169.81	3.60
110-5-1163-51006	SC Retirement	12,311	12,311	0.00	418.86	0.00	11,892.14	3.40
110-5-1163-52009	Clothing	600	600	0.00	0.00	0.00	600.00	0.00
110-5-1163-52010	Travel and Training	500	500	0.00	0.00	0.00	500.00	0.00
110-5-1163-52011	Operation Motor Vehicl	900	900	0.00	0.00	0.00	900.00	0.00
110-5-1163-52012	Communications	1,480	1,480	0.00	0.00	0.00	1,480.00	0.00
110-5-1163-52015	Printing and Advertisi	44,000	44,000	0.00	4,997.00	154.45	48,842.55	11.01
110-5-1163-52016	Subscriptions and Dues	365	365	0.00	0.00	0.00	365.00	0.00
110-5-1163-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1163-52020	Materials and Supplies	3,000	3,000	0.00	0.00	0.00	3,000.00	0.00
110-5-1163-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1163-52030	Special Projects - Eve	91,000	96,000	3,362.64	13,960.51	18,832.94	63,206.55	34.16
110-5-1163-52032	Special Proj - Red Ros	68,000	68,000	0.00	0.00	0.00	68,000.00	0.00
110-5-1164-51001	Salaries Regular	5,000	5,000	0.00	0.00	0.00	5,000.00	0.00
110-5-1164-51003	Overtime	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1164-51004	Fica	383	383	0.00	0.00	0.00	383.00	0.00
110-5-1164-51006	SC Retirement	877	877	0.00	0.00	0.00	877.00	0.00
110-5-1164-52009	Clothing	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1164-52010	Travel and Training	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1164-52012	Communications	1,200	1,200	0.00	0.00	0.00	1,200.00	0.00
110-5-1164-52015	Printing and Advertisi	24,000	24,000	0.00	0.00	0.00	24,000.00	0.00
110-5-1164-52016	Subscriptions and Dues	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1164-52018	Special Contracts	103,400	98,400	0.00	0.00	0.00	98,400.00	0.00
110-5-1164-52020	Materials and Supplies	10,000	10,000	0.00	0.00	0.00	10,000.00	0.00
110-5-1164-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
110-5-1164-52040	Admissions Tax	6,750	6,750	0.00	0.00	0.00	6,750.00	0.00
115-5-0911-52017	Maint. & Serv. Contrac	31,600	31,600	34,912.70	41,336.30	3,968.00	13,704.30	143.37
115-5-0911-52020	Materials and Supplies	10,000	10,000	0.00	0.00	0.00	10,000.00	0.00
121-5-0420-52025	Bank Charges	0	0	0.00	0.00	0.00	0.00	0.00
121-5-0420-53050	Administration	0	0	0.00	0.00	0.00	0.00	0.00
121-5-0420-58080	Bad Debt	0	0	0.00	0.00	0.00	0.00	0.00
121-5-1100-51000	Forgiven Mortgage Loan	0	0	0.00	0.00	0.00	0.00	0.00
130-5-5000-52020	Materials And Supplies	0	0	324.21	367.92	0.00	367.92	0.00
130-5-5000-52025	Bank Charges	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-51001	Salaries Regular	171,056	171,056	18,130.73	30,777.72	0.00	140,278.28	17.99
200-5-1201-51003	Overtime	1,000	1,000	0.00	0.00	0.00	1,000.00	0.00
200-5-1201-51004	Fica	13,162	13,162	1,337.60	2,864.33	0.00	10,297.67	21.76
200-5-1201-51006	SC Retirement	30,213	30,213	3,567.87	5,710.40	0.00	24,502.60	18.90
200-5-1201-52009	Clothing	200	350	0.00	0.00	0.00	350.00	0.00
200-5-1201-52010	Travel And Training	1,250	2,000	0.00	0.00	0.00	2,000.00	0.00
200-5-1201-52011	Operation Motor Vehicl	2,200	2,200	203.93	227.27	100.00	1,872.73	14.88
200-5-1201-52012	Communications	10,000	10,000	1,080.54	1,109.29	3,921.74	4,968.97	50.31
200-5-1201-52013	Electricity	72,500	72,500	8,593.79	8,593.79	0.00	63,906.21	11.85
200-5-1201-52014	Fuel for Heating/Water	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-52015	Printing And Advertisi	2,100	2,100	0.00	0.00	180.52	1,919.48	8.60
200-5-1201-52016	Subscriptions And Dues	2,905	2,855	0.00	0.00	0.00	2,855.00	0.00
200-5-1201-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-52019	Repairs And Maintenanc	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-52020	Materials And Supplies	4,250	4,150	0.00	401.49	0.00	3,748.51	9.67
200-5-1201-52021	Unclassified Expense	500	500	63.27	206.35	0.00	293.65	41.27
200-5-1201-52030	Special Projects	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1201-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1220-51001	Salaries Regular	381,236	381,236	43,811.56	69,297.05	0.00	311,938.95	18.18
200-5-1220-51003	Overtime	1,500	15,000	2,106.48	3,865.85	0.00	11,134.15	25.77
200-5-1220-51004	Fica	29,279	29,279	3,369.50	6,646.98	0.00	22,632.02	22.70
200-5-1220-51006	SC Retirement	67,209	67,209	7,709.15	12,449.80	0.00	54,759.20	18.52
200-5-1220-52009	Clothing	9,800	9,800	853.48	1,236.62	6,346.52	2,216.86	77.38
200-5-1220-52010	Travel And Training	10,500	10,500	2,800.00	2,800.00	0.00	7,700.00	26.67
200-5-1220-52011	Operation Motor Vehicl	53,400	53,400	4,614.20	4,857.90	2,570.72	45,971.38	13.91
200-5-1220-52012	Communications	300	300	0.00	0.00	0.00	300.00	0.00
200-5-1220-52015	Printing And Advertisi	300	300	0.00	0.00	0.00	300.00	0.00
200-5-1220-52016	Subscriptions And Dues	1,100	1,100	0.00	0.00	0.00	1,100.00	0.00
200-5-1220-52017	Maint & Service Contra	93,500	93,500	16,837.00	16,837.00	0.00	76,663.00	18.01
200-5-1220-52018	Special Contracts	44,500	44,500	4,161.35	5,471.35	838.65	38,190.00	14.18
200-5-1220-52020	Materials And Supplies	296,424	296,424	29,802.13	40,481.07	154,861.64	101,081.29	65.90
200-5-1220-52021	Unclassified Expense	2,000	2,000	0.00	51.63	0.00	1,948.37	2.58
200-5-1220-52026	W/S District Payments	707,153	707,153	61,224.56	61,224.56	0.00	645,928.44	8.66
200-5-1220-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1220-53037	Utility Line Rep/Repl	50,000	50,000	0.00	0.00	0.00	50,000.00	0.00
200-5-1220-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1220-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1221-51001	Salaries Regular	25,112	32,127	4,640.89	7,048.55	0.00	25,078.45	21.94
200-5-1221-51003	Overtime	1,750	1,750	51.63	73.27	0.00	1,676.73	4.19
200-5-1221-51004	Fica	2,055	2,473	345.73	638.95	0.00	1,834.05	25.84
200-5-1221-51006	SC Retirement	4,717	5,652	699.56	1,107.09	0.00	4,544.92	19.59
200-5-1221-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1221-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1230-51001	Salaries Regular	51,297	51,297	5,105.15	8,809.69	0.00	42,487.31	17.17
200-5-1230-51003	Overtime	2,000	2,000	279.52	358.43	0.00	1,641.57	17.92
200-5-1230-51004	Fica	4,077	4,077	394.61	856.91	0.00	3,220.09	21.02
200-5-1230-51006	SC Retirement	9,359	9,359	1,084.16	1,729.64	0.00	7,629.36	18.48
200-5-1230-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1230-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1235-51001	Salaries Regular	73,237	73,237	7,074.24	11,223.51	0.00	62,013.49	15.32
200-5-1235-51003	Overtime	3,000	3,000	446.46	483.01	0.00	2,516.99	16.10

200-5-1235-51004 Fica	5,832	5,832	563.09	1,062.43	0.00	4,769.57	18.22
200-5-1235-51006 SC Retirement	13,387	13,387	1,154.32	2,603.49	0.00	10,783.51	19.45
200-5-1235-52009 Clothing	350	350	0.00	0.00	0.00	350.00	0.00
200-5-1235-52017 Maint & Service Contra	258,000	258,000	42,900.63	42,900.63	107,836.56	107,262.81	58.43
200-5-1235-52034 Data Processing	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1235-52046 Non-Capital IT	28,000	28,000	0.00	0.00	0.00	28,000.00	0.00
200-5-1235-54097 Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1235-54098 OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1240-51001 Salaries Regular	141,626	141,626	20,273.42	31,128.97	0.00	110,497.03	21.98
200-5-1240-51003 Overtime	1,500	4,500	1,053.76	2,155.05	0.00	2,344.95	47.89
200-5-1240-51004 Fica	10,949	10,949	1,545.77	3,039.61	0.00	7,909.39	27.76
200-5-1240-51006 SC Retirement	25,133	25,133	3,552.25	5,469.10	0.00	19,663.90	21.76
200-5-1240-52009 Clothing	400	400	0.00	0.00	0.00	400.00	0.00
200-5-1240-52010 Travel And Training	1,500	1,500	26.62	26.62	0.00	1,473.38	1.77
200-5-1240-52012 Communications	1,600	1,600	17.16	57.29	0.00	1,542.71	3.58
200-5-1240-52015 Printing And Advertisi	500	500	0.00	0.00	82.12	417.88	16.42
200-5-1240-52016 Subscriptions And Dues	250	250	0.00	0.00	0.00	250.00	0.00
200-5-1240-52018 Special Contracts	45,800	45,800	3,413.32	3,413.32	35,586.68	6,800.00	85.15
200-5-1240-52019 Repairs And Maintenanc	500	500	0.00	0.00	0.00	500.00	0.00
200-5-1240-52020 Materials And Supplies	5,500	5,500	15.68	83.58	316.87	5,099.55	7.28
200-5-1240-52021 Unclassified Expense	0	100	0.00	0.00	0.00	100.00	0.00
200-5-1240-53035 Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1240-54097 Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1240-54098 OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1250-51001 Salaries Regular	201,502	201,502	25,304.81	39,864.40	0.00	161,637.60	19.78
200-5-1250-51002 Salaries Special	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1250-51003 Overtime	3,000	3,000	119.86	735.00	0.00	2,265.00	24.50
200-5-1250-51004 Fica	15,644	15,644	1,895.68	3,714.44	0.00	11,929.56	23.74
200-5-1250-51006 SC Retirement	35,911	35,911	4,220.08	6,678.37	0.00	29,232.63	18.60
200-5-1250-52009 Clothing	2,500	2,500	0.00	226.84	0.00	2,273.16	9.07
200-5-1250-52010 Travel And Training	5,500	5,450	0.00	700.00	0.00	4,750.00	12.84
200-5-1250-52011 Operation Motor Vehicl	20,700	20,700	535.94	2,340.89	47.43	18,311.68	11.54
200-5-1250-52012 Communications	0	50	0.00	8.55	0.00	41.45	17.10
200-5-1250-52013 Electricity	235,000	235,000	290.35	290.35	0.00	234,709.65	0.12
200-5-1250-52015 Printing And Advertisi	500	500	0.00	0.00	28.10	528.10	5.62
200-5-1250-52016 Subscriptions And Dues	5,200	5,200	0.00	135.00	0.00	5,065.00	2.60
200-5-1250-52017 Maint. & Serv. Contrac	22,500	12,500	0.00	0.00	4,915.94	7,584.06	39.33
200-5-1250-52018 Special Contracts	44,000	99,000	4,787.10	4,787.10	21,812.90	72,400.00	26.87
200-5-1250-52019 Repairs And Maintenanc	123,100	126,100	1,760.86	3,303.83	44,134.74	80,661.43	37.03
200-5-1250-52020 Materials And Supplies	54,000	54,000	2,309.91	2,489.54	10,023.97	41,486.49	23.17
200-5-1250-52021 Unclassified Expense	500	1,400	0.00	0.00	0.00	1,400.00	0.00
200-5-1250-52029 Solids Disposal	215,930	215,930	14,243.80	14,318.78	144,756.20	56,855.02	73.67
200-5-1250-52039 Lab Supplies	195,880	200,880	12,835.80	12,866.32	149,446.39	38,567.29	80.80
200-5-1250-53035 Capital Expense	210,000	210,000	0.00	0.00	0.00	210,000.00	0.00
200-5-1250-54097 Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1250-54098 OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1252-52013 Electricity	26,000	26,000	4,154.93	4,154.93	0.00	21,845.07	15.98
200-5-1252-52019 Repairs And Maintenanc	82,000	82,000	0.00	0.00	13,953.96	68,046.04	17.02
200-5-1252-52020 Materials And Supplies	3,500	3,500	0.00	0.00	0.00	3,500.00	0.00
200-5-1252-53035 Pump Station Upgrade	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1260-51001 Salaries Regular	401,848	401,848	44,960.52	74,364.17	0.00	327,483.83	18.51
200-5-1260-51003 Overtime	15,000	20,000	2,846.05	4,557.09	0.00	15,442.91	22.79
200-5-1260-51004 Fica	31,889	31,889	3,544.51	7,208.18	0.00	24,680.82	22.60
200-5-1260-51006 SC Retirement	73,199	73,199	8,523.23	12,175.74	0.00	61,023.26	16.63
200-5-1260-52009 Clothing	9,400	9,400	1,314.99	1,597.98	5,885.77	1,916.25	79.61
200-5-1260-52010 Travel And Training	8,100	8,100	0.00	0.00	0.00	8,100.00	0.00
200-5-1260-52011 Operation Motor Vehicl	80,000	80,000	6,145.06	6,900.24	1,196.68	71,903.08	10.12
200-5-1260-52012 Communications	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1260-52013 Electricity	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1260-52015 Printing And Advertisi	200	200	0.00	50.08	0.00	250.00	25.04
200-5-1260-52016 Subscriptions And Dues	400	400	0.00	0.00	0.00	400.00	0.00
200-5-1260-52017 Maint. & Svc Contracts	3,200	3,200	10.80	10.80	189.20	3,000.00	6.25
200-5-1260-52018 Special Contracts	6,600	6,600	1,292.20	1,395.13	0.00	5,204.87	21.14
200-5-1260-52019 Repairs And Maintenanc	10,500	10,500	364.76	364.76	0.00	10,135.24	3.47
200-5-1260-52020 Materials And Supplies	119,520	119,520	751.21	2,465.16	7,894.20	109,160.64	8.67
200-5-1260-52021 Unclassified Expense	500	500	0.00	281.51	0.00	218.49	56.30
200-5-1260-53035 Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1260-53037 Utility Line Rep/Repl	70,000	70,000	0.00	0.00	0.00	70,000.00	0.00
200-5-1260-54097 Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1260-54098 OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-51008 Insurance	250,000	250,000	18,296.04	63,766.48	0.00	186,233.52	25.51
200-5-1270-51009 Unemployment Insurance	2,000	2,000	0.00	0.00	0.00	2,000.00	0.00
200-5-1270-51122 Fringe Benefits & Trai	14,770	14,770	918.40	918.40	9,201.60	4,650.00	68.52
200-5-1270-52012 Communications	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52015 Printing And Advertisi	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52016 Subscriptions and Dues	250	250	0.00	0.00	0.00	250.00	0.00
200-5-1270-52017 Maint. & Serv. Contrac	41,400	41,400	135.00	135.00	22,905.00	18,360.00	55.65
200-5-1270-52018 Special Contracts	22,500	22,500	1,120.50	1,120.50	1,380.00	19,999.50	11.11
200-5-1270-52019 Repairs & Maintenance	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52020 Materials And Supplies	5,750	5,750	405.17	609.87	854.29	4,285.84	25.46
200-5-1270-52021 Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52022 Replacement Fnd W/S 50	640,000	640,000	0.00	0.00	0.00	640,000.00	0.00
200-5-1270-52023 Sales & Use Tax	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52025 Bank Charges/Late Fees	2,500	2,500	0.00	0.00	0.00	2,500.00	0.00
200-5-1270-52026 Credit/Debit Charges	35,000	98,500	7,411.06	14,856.41	35,000.00	48,643.59	50.62
200-5-1270-52030 Special Proj-Sherwood	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52034 Data Processing	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-52035 SCMT & SMTRF	203,500	253,500	0.00	112,034.97	108,763.03	32,702.00	87.10
200-5-1270-52045 JCI Service Payment	16,560	17,072	0.00	0.00	0.00	17,072.00	0.00
200-5-1270-53029 Claims Fund	3,000	3,000	0.00	0.00	0.00	3,000.00	0.00
200-5-1270-53035 Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-54096 Depreciation Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1270-58080 Nulla Bonas	45,000	45,000	1,413.91	8,430.53	0.00	36,569.47	18.73
200-5-1290-54054 Contingent Fund	470,000	369,685	0.00	0.00	0.00	369,685.00	0.00
200-5-1290-54055 Depreciation Fund	470,000	369,685	0.00	0.00	0.00	369,685.00	0.00
200-5-1290-54092 Interest Expense	75,190	75,190	7,170.27	8,019.84	0.00	67,170.16	10.67
200-5-1290-54093 Annual Bond Fees	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1290-57093 Johnson Controls 0506	80,704	80,704	0.00	0.00	0.00	80,704.00	0.00
200-5-1290-57094 SRF 3 2001 Revolving F	42,299	42,300	0.00	0.00	0.00	42,300.00	0.00
200-5-1290-57097 SRF 4 - Waste Lines	59,399	59,399	0.00	14,725.00	0.00	44,674.00	24.79
200-5-1290-57098 SRF 5 - 2007 WTP	324,092	324,091	0.00	0.00	0.00	324,091.00	0.00
200-5-1290-57103 SRF 6 - Erwin Farms EP	95,013	95,013	23,664.27	23,664.27	0.00	71,348.73	24.91
200-5-1290-57104 SRF Loan #7 - 2017 Hot	99,957	99,957	0.00	0.00	0.00	99,957.00	0.00

200-5-1291-52018	Special Contracts	50,000	50,000	13,987.50	13,987.50	6,012.50	30,000.00	40.00
200-5-1291-52020	Materials/Supplies	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1291-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1291-53035	Capital Purchases	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1291-53041	Capital Improvements	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1292-52018	Special Contracts	3,429,490	3,429,490	4,480.00	4,480.00	1,545,519.39	1,879,490.61	45.20
200-5-1292-53038	Contingency	0	0	0.00	0.00	0.00	0.00	0.00
200-5-1292-53041	Capital Improvements	2,400,000	2,400,000	0.00	0.00	0.00	2,400,000.00	0.00
200-5-1295-53100	Capital Outlay - Cash	703,160	703,160	83,596.88	85,427.48	484,984.60	132,747.92	81.12
200-5-1295-53110	Capital Outlay - Lease	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-51008	Insurance	150,000	150,000	9,658.38	27,951.32	0.00	122,048.68	18.63
210-5-3000-51009	Unemployment Insurance	2,000	2,000	0.00	0.00	0.00	2,000.00	0.00
210-5-3000-51122	Fringe Benefits & Trai	9,670	9,670	261.52	301.52	6,620.00	2,748.48	71.58
210-5-3000-52015	Printing And Advertisi	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-52016	Subscriptions & Dues	250	250	0.00	0.00	0.00	250.00	0.00
210-5-3000-52017	Maint. & Serv. Contrac	0	1,000	0.00	0.00	0.00	1,000.00	0.00
210-5-3000-52018	Special Contracts	4,800	4,800	373.50	373.50	126.50	4,300.00	10.42
210-5-3000-52019	Repairs and Maintenanc	6,000	5,000	0.00	0.00	558.36	4,441.64	11.17
210-5-3000-52020	Materials And Supplies	5,750	5,750	405.17	609.87	854.29	4,285.84	25.46
210-5-3000-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-52023	Sales & Use Tax	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-52025	Bank Charges/Late Fee	100	100	0.00	0.00	0.00	100.00	0.00
210-5-3000-52026	Credit/Debit Charges	400	11,500	1,443.16	2,695.89	0.00	8,804.11	23.44
210-5-3000-52030	Special Projects	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-52032	Res Garbage Repl. Fund	50,000	41,500	0.00	0.00	0.00	41,500.00	0.00
210-5-3000-52033	Com Garbage Repl. Fund	50,000	41,500	0.00	0.00	0.00	41,500.00	0.00
210-5-3000-52035	SCMIT & SMIRF	99,000	115,400	0.00	38,265.35	69,149.65	7,985.00	93.08
210-5-3000-54096	Depreciation Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3000-58080	Nulla Bonas	10,000	10,000	347.98	2,569.82	0.00	7,430.18	25.70
210-5-3001-51001	Salaries Regular	134,931	128,931	9,443.39	15,595.22	0.00	113,335.78	12.10
210-5-3001-51003	Overtime	1,000	5,000	12.32	40.00	0.00	4,960.00	0.80
210-5-3001-51004	Fica	10,399	10,399	704.03	1,461.94	0.00	8,937.06	14.06
210-5-3001-51006	SC Retirement	23,870	23,870	1,754.82	2,831.70	0.00	21,038.30	11.86
210-5-3001-52009	Clothing	100	100	0.00	0.00	0.00	100.00	0.00
210-5-3001-52010	Travel and Training	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3001-52011	Operation Motor Vehicl	4,000	4,000	113.63	158.83	0.00	3,841.17	3.97
210-5-3001-52012	Communications	1,000	1,000	15.39	76.53	0.00	923.47	7.65
210-5-3001-52013	Electricity	20,000	20,000	3,710.01	3,710.01	0.00	16,289.99	18.55
210-5-3001-52014	Fuel for Heating/Water	12,000	12,000	17.05	17.05	0.00	11,982.95	0.14
210-5-3001-52015	Printing and Advertisi	1,000	1,000	0.00	24.30	71.07	904.63	9.54
210-5-3001-52016	Subscriptions and Dues	0	200	0.00	0.00	0.00	200.00	0.00
210-5-3001-52017	Maint & Svc Contracts	700	700	100.69	100.69	799.31	200.00	128.57
210-5-3001-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3001-52020	Materials and Supplies	1,600	1,600	0.00	0.00	170.29	1,429.71	10.64
210-5-3001-52021	Unclassified Expense	1,000	800	0.00	0.00	0.00	800.00	0.00
210-5-3001-53035	Capital Expense	3,000	3,000	0.00	0.00	0.00	3,000.00	0.00
210-5-3001-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3001-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3035-51001	Salaries Regular	30,146	30,146	1,339.20	2,090.28	0.00	28,055.72	6.93
210-5-3035-51003	Overtime	1,000	1,000	0.00	1.97	0.00	998.03	0.20
210-5-3035-51004	Fica	2,383	2,383	100.03	191.53	0.00	2,191.47	8.04
210-5-3035-51006	SC Retirement	5,469	5,469	211.71	1,127.38	0.00	4,341.62	20.61
210-5-3035-52017	Maint. & Serv. Contrac	37,500	37,500	6,098.63	6,098.63	21,727.68	9,673.69	74.20
210-5-3035-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3035-52034	Data Processing	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3035-52046	Non Capital - IT	18,000	18,000	0.00	0.00	1,260.00	16,740.00	7.00
210-5-3035-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3035-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-51001	Salaries Regular	146,304	146,304	17,498.12	28,082.49	0.00	118,221.51	19.19
210-5-3100-51003	Overtime	7,500	7,500	664.89	1,851.35	0.00	5,648.65	24.68
210-5-3100-51004	Fica	11,766	11,766	1,316.23	2,717.14	0.00	9,048.86	23.09
210-5-3100-51006	SC Retirement	27,008	27,008	3,326.34	5,250.18	0.00	21,757.82	19.44
210-5-3100-52009	Clothing	2,000	2,500	271.85	271.85	2,328.15	100.00	104.00
210-5-3100-52010	Travel And Training	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52011	Operation Motor Vehicl	123,000	123,000	10,239.63	11,344.15	0.00	111,655.85	9.22
210-5-3100-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52013	Electricity	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52014	Fuel for Heating/Water	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52015	Printing And Advertisi	0	250	0.00	0.00	0.00	250.00	0.00
210-5-3100-52016	Subscriptions and Dues	500	500	0.00	0.00	0.00	500.00	0.00
210-5-3100-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52019	Repairs & Maintenance	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-52020	Materials And Supplies	6,000	5,750	139.02	139.02	0.00	5,610.98	2.42
210-5-3100-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-53035	Capital Expense	15,000	15,000	0.00	0.00	19,968.76	4,968.76	133.13
210-5-3100-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3100-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-51001	Salaries Regular	42,543	42,543	5,453.92	8,545.18	0.00	33,997.82	20.09
210-5-3110-51003	Overtime	3,000	3,000	0.00	0.00	0.00	3,000.00	0.00
210-5-3110-51004	Fica	3,484	3,484	410.84	827.21	0.00	2,656.79	23.74
210-5-3110-51006	SC Retirement	7,997	7,997	968.30	1,583.99	0.00	6,413.01	19.81
210-5-3110-52009	Clothing	600	600	32.16	32.16	417.94	150.00	75.00
210-5-3110-52010	Travel and Training	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-52011	Operation Motor Vehicl	29,500	32,000	0.00	0.00	0.00	32,000.00	0.00
210-5-3110-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-52015	Printing and Advertisi	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-52018	Special Contracts	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-52020	Materials and Supplies	5,500	8,000	123.00	123.00	0.00	7,877.00	1.54
210-5-3110-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-53035	Capital Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3110-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-51001	Salaries Regular	38,667	35,667	2,893.76	5,169.34	0.00	30,497.66	14.49
210-5-3200-51003	Overtime	4,000	4,000	0.00	0.00	0.00	4,000.00	0.00
210-5-3200-51004	Fica	3,264	3,264	221.38	412.32	0.00	2,851.68	12.63
210-5-3200-51006	SC Retirement	7,492	7,492	438.27	438.27	0.00	7,053.73	5.85
210-5-3200-52009	Clothing	2,500	2,500	0.00	0.00	0.00	2,500.00	0.00
210-5-3200-52010	Travel And Training	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-52011	Operation Motor Vehicl	97,000	97,000	6,184.70	6,696.43	3,417.94	86,885.63	10.43
210-5-3200-52015	Printing And Advertisi	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-52018	Special Contracts	130,000	428,000	18,694.00	18,694.00	281,306.00	128,000.00	70.09
210-5-3200-52019	Repairs And Maintenance	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-52020	Materials And Supplies	19,000	19,000	0.00	0.00	0.00	19,000.00	0.00

210-5-3200-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-53035	Capital Expense	25,000	25,000	0.00	0.00	0.00	25,000.00	0.00
210-5-3200-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3200-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3300-51001	Salaries Regular	375,122	375,122	48,866.56	77,250.44	0.00	297,871.56	20.59
210-5-3300-51003	Overtime	20,000	48,500	3,705.54	7,990.43	0.00	40,509.57	16.48
210-5-3300-51004	Fica	30,227	30,227	3,849.15	7,968.28	0.00	22,258.72	26.36
210-5-3300-51006	SC Retirement	69,383	69,383	9,675.93	15,481.85	0.00	53,901.15	22.31
210-5-3300-52009	Clothing	3,500	3,500	169.60	169.60	2,530.40	800.00	77.14
210-5-3300-52010	Travel And Training	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3300-52011	Operation Motor Vehicl	240,000	257,500	26,796.29	34,810.77	11,170.38	211,518.85	17.86
210-5-3300-52012	Communications	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3300-52013	Electricity	1,000	1,000	1,306.37	1,306.37	0.00	306.37	130.64
210-5-3300-52018	Special Contracts	14,000	14,000	0.00	0.00	10,000.00	4,000.00	71.43
210-5-3300-52019	Repairs And Maintenan	15,000	15,000	1,617.68	1,617.68	200.00	13,182.32	12.12
210-5-3300-52020	Materials And Supplies	8,000	8,000	0.00	0.00	812.03	7,187.97	10.15
210-5-3300-52021	Unclassified Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3300-53035	Capital Expense	29,000	29,000	0.00	0.00	0.00	29,000.00	0.00
210-5-3300-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3300-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3321-51001	Salaries Regular	54,929	32,929	4,640.89	7,048.55	0.00	25,880.45	21.41
210-5-3321-51003	Overtime	1,750	1,750	51.63	73.27	0.00	1,676.73	4.19
210-5-3321-51004	Fica	4,336	4,336	345.68	638.81	0.00	3,697.19	14.73
210-5-3321-51006	SC Retirement	9,953	9,953	690.57	1,107.05	0.00	8,845.95	11.12
210-5-3321-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3321-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3330-51001	Salaries Regular	101,844	101,844	10,210.29	17,619.39	0.00	84,224.61	17.30
210-5-3330-51003	Overtime	4,000	4,000	559.04	716.86	0.00	3,283.14	17.92
210-5-3330-51004	Fica	8,097	8,097	789.14	1,713.70	0.00	6,383.30	21.16
210-5-3330-51006	SC Retirement	18,586	18,586	2,168.31	3,459.25	0.00	15,126.75	18.61
210-5-3330-54097	Pension Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3330-54098	OPEB Expense	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3400-54092	Interest Expense	7,976	7,976	1,687.64	1,687.64	3,460.10	2,828.26	64.54
210-5-3400-57096	SW 13-14 First Cit Lea	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3400-57101	2015B Lease Purchase	0	0	0.00	0.00	0.00	0.00	0.00
210-5-3400-57102	2017A Lease Purchase	88,112	88,112	89,768.09	89,768.09	0.00	1,656.09	101.68
210-5-3400-57103	2020 First Citizens Le	82,633	82,633	0.00	0.00	83,803.94	1,170.94	101.42
210-5-3500-53100	Capital Outlay - Cash	115,500	115,500	766,495.57	766,495.57	517,695.26	1,168,690.83	1,111.85
210-5-3500-53110	Capital Outlay - Lease	0	0	0.00	0.00	0.00	0.00	0.00
300-5-0101-54097	Pension Exp - Gen Adm	0	0	0.00	0.00	0.00	0.00	0.00
300-5-0101-54098	OPEB Exp - General Adm	0	0	0.00	0.00	0.00	0.00	0.00
300-5-0201-54097	Pension Exp - Public S	0	0	0.00	0.00	0.00	0.00	0.00
300-5-0301-54097	Pension Exp - Public W	0	0	0.00	0.00	0.00	0.00	0.00
300-5-0401-54097	Pension Exp - Code Enf	0	0	0.00	0.00	0.00	0.00	0.00
310-5-0101-54096	Depr Exp - General Adm	0	0	0.00	0.00	0.00	0.00	0.00
310-5-0201-54096	Depr Exp - Public Safe	0	0	0.00	0.00	0.00	0.00	0.00
310-5-0301-54096	Depr Exp - Public Work	0	0	0.00	0.00	0.00	0.00	0.00
310-5-0401-54096	Depr Exp - Code Enf	0	0	0.00	0.00	0.00	0.00	0.00
310-5-0501-54096	Depr Exp - Recreation	0	0	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES		32,188,539	32,569,539	2,742,798.57	4,134,207.56	5,876,634.89	22,558,696.55	30.74

FY22-23 Budget Transfers

FUND: 100 General Fund

None to date.

FUND: 110 Hospitality Tax Fund

None to date.

FUND: 200 Gross Revenue Fund

None to date.

FUND: 210 Solid Waste Fund

None to date.

RESOLUTION R22-17

A RESOLUTION APPROVING AND SUPPORTING THE LANCASTER COUNTY COUNCIL OF THE ARTS GILLSBROOK ART TUNNEL PROJECT

WHEREAS, the Gillsbrook Art Tunnel Project is a collaborative community partnership between the Lancaster County Council of the Arts, the Lindsay Pettus Greenway, and the Katawba Valley Land Trust; and

WHEREAS, the Gillsbrook Art Tunnel Project is a community art project honoring the relationship between people and the land while recognizing the presence of the ancestral inhabitants of the Catawba Nation; and

WHEREAS, the Gillsbrook Art Tunnel Project is an art concept designed by muralist Alex Osborn, a Catawba Indian Artist, that would consist of stenciled black snake and hummingbird that would be drawn on the walls of the Gillsbrook Road underpass and adjacent elevated manhole and painted by members of the community; and

WHEREAS, the purpose and intent of the Gillsbrook Art Tunnel Project is to provide an opportunity to share Catawba stories and history while beautifying the Greenway; and

WHEREAS, a Lancaster County Accommodations Tax Grant is funding the Gillsbrook Art Tunnel Project; and

WHEREAS, the Lancaster City Council whole heartedly endorses the Gillsbrook Art Tunnel Project.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the Lancaster City Council approves and supports the Gillsbrook Art Tunnel Project and permits the painting of a mural by Alex Osborn at the Greenway's Gillsbrook Road underpass and adjacent elevated manhole.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, and to become effective September 27, 2022.

Yeas _____ Nays _____

Requested by:

Lancaster County Council of the Arts

T. Alston Devenny, Mayor

Approved as to Form:

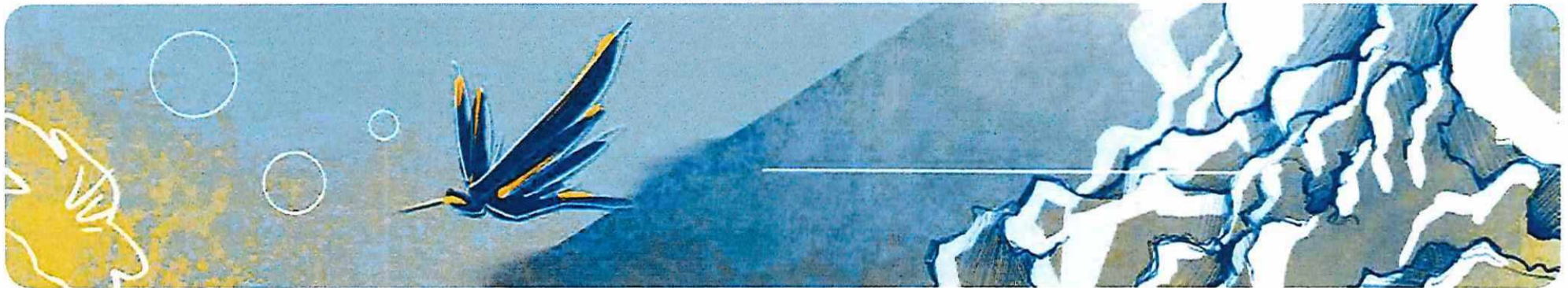
Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk



The black snake is a significant symbol for the Catawba Tribe. It represents power, strength, and protection along with femininity, fertility, and - in the artist's opinion - identity. Since many cultures find snakes to be symbols of darkness or evil, the black snake as a symbol provides an opportunity to share Catawba stories and history to challenge mainstream interpretations.

This portion of the mural illustrates a snake swimming in the river like our communities continue to move forward and grow. Sketch-style line work is intentional in these pieces, illustrating thought process and representing active development in our society.



A Catawba story says that the hummingbird was created from the breath of an "Indian man". It says, "he took [a] plant down in his hand and blew upon it and, verily, the bird flew off. He was a smart man." This portion of the mural is intended as an abstract depiction of this story with the clouds representing the breath of creation.

RESOLUTION R22-18

A RESOLUTION GRANTING THE LANCASTER COUNTY COUNCIL OF THE ARTS THE RIGHT TO PAINT MURALS ON THE ELEVATED MANHOLES LOCATED ADJACENT TO THE LINDSAY PETTUS GREENWAY

WHEREAS, the City of Lancaster wastewater collection system has fifteen elevated manholes that are located adjacent to the Lindsay Pettus Greenway offering opportunities for the installation of public art; and

WHEREAS, public art is a tool for fostering community revitalization, promoting social connections, enhancing community identity and character; and enriching the physical environment; and

WHEREAS, the Lindsay Pettus Greenway and the Lancaster County Council of the Arts have a Memorandum of Understanding in which the Lancaster County Council of the Arts is empowered to develop imaginative and creativity ways to connect the community through public art; and

WHEREAS, the Lancaster County Council of the Arts will be responsible for securing funding for this public art project; and

WHEREAS, the Lancaster City Council desires for the elevated manholes adjacent to the Lindsay Pettus Greenway to be painted reflecting not only our special culture, custom, and history, but our shared vision for the future.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the Lancaster City Council grants the Lancaster County Council of the Arts the privilege to install appropriate public arts on the fifteen elevated manholes adjacent to the Lindsay Pettus Greenway.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, and to become effective September 27, 2022.

Yeas ____ Nays ____

Requested by:


Lindsay Pettus Greenway

T. Alston Devenny, Mayor



Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk



Kee & Wood, Inc.
385 TECHNOLOGY WAY
SUITE 400
ROCK HILL, SC 29733
TEL: 803.505.1000
FAX: 803.505.1335
www.keewood.com

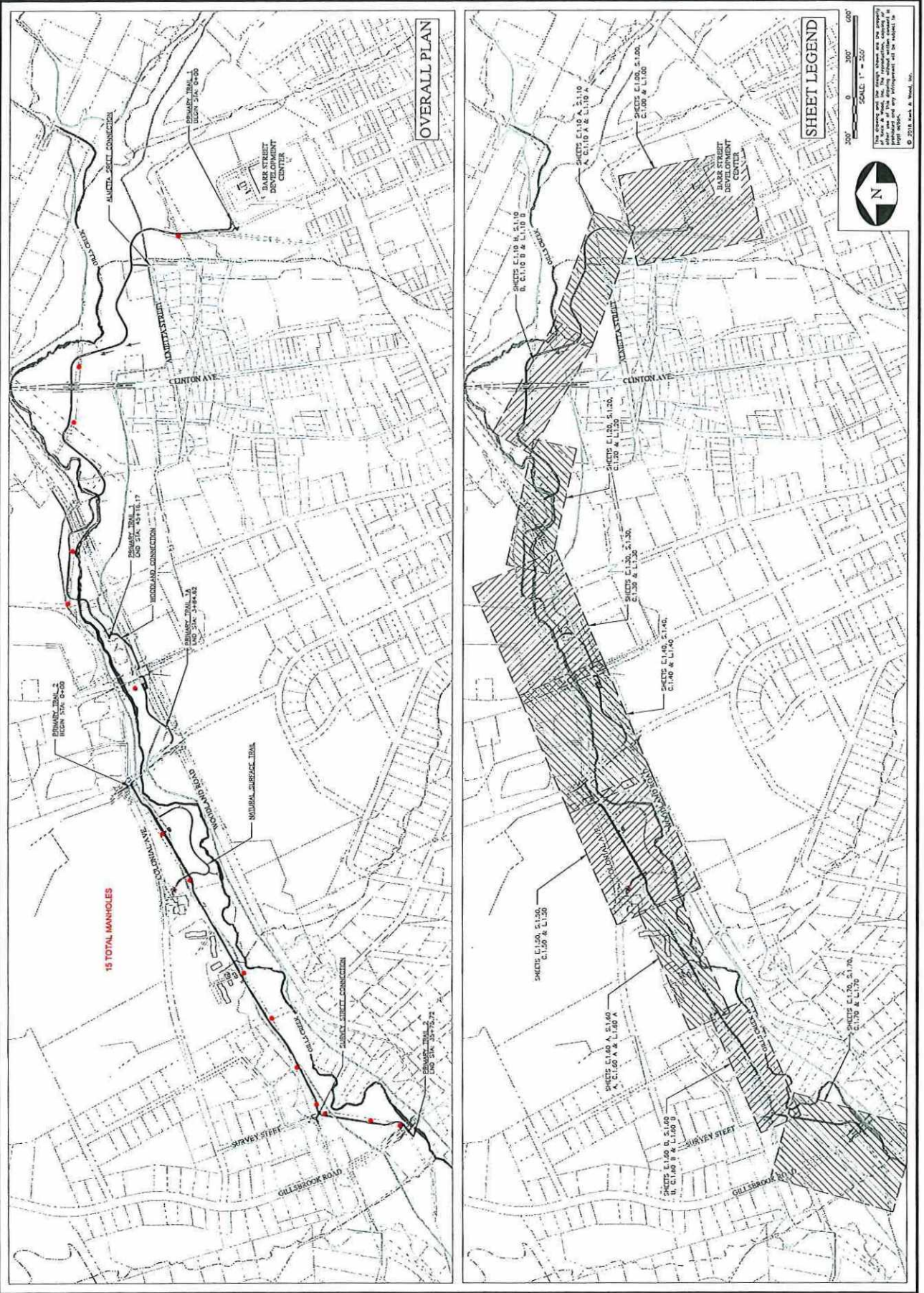
NO.	DATE	REVISION
1	5/23/19	FINAL ALIGNMENT REVISIONS

LINDSAY PETTUS GREENWAY
Lancaster County, South Carolina

OVERALL PLAN & SHEET LEGEND

PERMIT SET

Project Manager: Trip Barrow, P.E.
Drawn By: JMD
Checked By: JMD
Date: 11-01-2018
Scale: As Shown
Project No.: 176316.00
Drawing No.: C.020



Agenda Item IX.C

**City of Lancaster
City Council Meeting
September 27, 2022**

TO: City Council
SUBJECT: SCWARN
INITIATED BY: Public Works Director
PREPARED BY: Public Works Director

Background: The goal of the South Carolina Water & Wastewater Agency Response Network (SCWARN) is to provide immediate relief for member utilities during emergencies. SCWARN works by matching personnel with the necessary tools and equipment to both assess and assist the impacted water and wastewater systems as quickly as possible until a permanent solution to the emergency may be implemented.

By being a part of SCWARN the City will be able to locate emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (e.g. treatment plant operators) that we may need in an emergency. There are 150 members of SCWARN including Lancaster County Water & Sewer District, Rock Hill, and Tega Cay.

Financial: There is no cost to join SCWARN. Also being a member does not create any duty for the City to response to a request for assistance. The City has the absolute discretion as to the availability of resources and our decision on the availability of resources is final.

Policy Considerations: The importance of continuation of water and sewer services during and after an emergency.

Recommendations/Actions: Approve Resolution R22-19.

Attachments: Resolution R22-19 and mutual aid agreement.

RESOLUTION R22-19

A RESOLUTION AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE SOUTH CAROLINA WATER & WASTEWATER AGENCY RESPONSE NETWORK

WHEREAS, section 6-11-1810 of the South Carolina Code of Laws allows mutual aid assistance between municipalities, fire districts, fire protection agencies, and other emergency service entities; and

WHEREAS, section 25-1-450 requires that State, county, and municipal governments cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Water & Wastewater Agency Response Network (SCWARN) mission is to support and promote statewide emergency preparedness, disaster response, and mutual aid assistance matters for the public and private water and wastewater utilities in the case of either natural or man-made events; and

WHEREAS, the Lancaster City Council finds it in the best interest for the residents to enter into a mutual aid agreement to provide relief during emergencies.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the mutual aid agreement between the City of Lancaster and the South Carolina Water & Wastewater Agency Response Network is hereby approved.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, and to become effective September 27, 2022.

Yeas _____ Nays _____

Requested by:

Public Works Director _____

T. Alston DeVenny, Mayor

Approved as to form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk

SOUTH CAROLINA WATER & WASTEWATER AGENCY RESPONSE NETWORK

Mutual Aid and Assistance Agreement for Water And Wastewater Utilities

(Effective October 3, 2011 – Supersedes all prior versions)

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

South Carolina Code of Laws Section 25-1-450 requires that State, county and municipal governments cooperate in developing and maintaining a plan for mutual assistance in emergencies and Section 6-11-1810 allows *mutual aid assistance between municipalities, fire districts, fire protection agencies and other emergency service entities*. This Agreement is made pursuant to that statutory authority.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the *Intrastate Mutual Aid and Assistance Program*.

ARTICLE II. DEFINITIONS

A. Emergency—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a *Mutual Aid and Assistance Program Member*.

B. Member—Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance under the Mutual Aid and Assistance Program.

E. Responding Member—A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period

of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS) - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

H. SCWARN – The South Carolina Water & Wastewater Agency Response Network (SCWARN) is a mechanism to provide utilities and governmental agencies throughout the state a method by which to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a framework for utilities to receive rapid, short-term deployment of emergency aid to restore services to utilities that have sustained damages from natural or man-made events.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through a statewide SCWARN Steering Committee. The purpose of the Steering Committee is to set the direction of SCWARN and to facilitate coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The Steering Committee, under the leadership of an elected Chair and Vice Chair, shall meet face-to-face four times per year and also by teleconference on an as-needed basis to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. During emergency events, conference calls will be held twice daily. SCWARN Steering Committee members must be able to spend time during emergencies helping match needs and available resources. The Steering Committee shall be comprised of one representative from each of the three professional water and wastewater associations within the state of South Carolina (SCRWA, WEASC, and SCAWWA); two at-large members from water or wastewater utilities serving a population of less than 10,000; two at-large members from utilities serving a population of between 10,000 and 50,000; two at-large members from utilities serving a population of greater than 50,000; one ex-officio member representing SCDHEC; and one ex-officio member representing the SCEMD (South Carolina Emergency Management Division). Association representatives and ex-officio members shall serve at the appointment of their respective association or agency. Utility representatives to the Steering Committee shall be elected by simple majority vote of those SCWARN utility members responding to a duly publicized nomination and election process.

ARTICLE IV. PROCEDURES

The State Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be updated at least annually. The Committee shall coordinate as appropriate with other applicable agencies.

ARTICLE V. REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing.

When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member With copies to the State Committee. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII. **COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

Personnel: Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

ARTICLE VIII. **DISPUTES**

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.
MEMBER'S LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

ARTICLE X.
[Reserved. Previous language on Signatory Indemnification deleted in entirety]

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The scope of the policy must include, at a minimum, coverage for employee faulty workmanship and other negligent acts, errors, or omissions.

ARTICLE XIV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the State Committee Chair receives the Agreement. The State Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XV.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the State Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

**ARTICLE XVI.
MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be necessary due to programmatic operational changes to support the agreement. Notice of proposed modifications, originating from the SCWARN Steering Committee, shall be sent via written and electronic means to the designee of each member organization and shall include the proposed effective date. Votes must be received by written or electronic means within 30 calendar days of the mailing date. Modifications require a simple majority vote of Members responding. The SCWARN Steering Committee Chair must provide written and electronic notice to all Members of approved modifications to this Agreement. Approved modifications take effect on the date identified in the proposed modification unless superseded by an alternate date during the parliamentary process.

**ARTICLE XVII.
PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements, with the exception of the SCAMPS agreement, between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XVIII.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

**ARTICLE XIX.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of South Carolina Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____, 20____.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Agenda Item X.A

City of Lancaster
City Council Meeting
September 27, 2022

TO: City Council
SUBJECT: Greenway Easements
INITIATED BY: Lindsay Pettus Greenway
PREPARED BY: City Administrator

Background: With the Greenway's construction plans for Phase II being complete and FEMA issuing the last outstanding permit, the Lindsay Pettus Greenway can begin construction on Phase II in the near future. Before construction can begin the Lindsay Pettus Greenway need to secure easements from the property owners the trail will traverse.

The Phase II section of the Greenway will pass through the following City owned properties: Westmoreland Park, Springdale Park, and the Wastewater Treatment Plant.

The trail easement agreement calls for a perpetual non-exclusive, non-transferable easement in order to create a 15' wide trail, install trail facilities (observation platforms, benches, picnic tables, wastebaskets, kiosks, and bicycle racks), and allow access at any time to construct, install, maintain, and repair the trail and trail facilities.

The easement agreement also states that the Lindsay Pettus Greenway shall indemnify, defend and hold harmless the City, and the Lindsay Pettus Greenway will also obtain a \$2,000,000 general liability insurance.

Council unanimously approved the first reading of Ordinance O22-12 at the September 13, 2022 City Council meeting.

Financial: There will be no direct cost to the City granting the easements. As with Phase I, once the trail is completed in Phase II the City will be responsible for future maintenance and repair of the trail.

Policy Considerations: Trails are an integral part of communities that have a high quality of life benefit, and trails are now considered a must for economic development and tourism attraction.

Recommendations/Actions: Approve Ordinance O22-12.

Attachments: Ordinance O22-12, Greenway Phase II map, and trail easement agreements.

ORDINANCE 022-12

**AN ORDINANCE GRANTING EASEMENTS TO THE LINDSAY PETTUS
GREENWAY, INC. FOR INSTALLATION OF A TRAIL AND THE PLACEMENT OF
TRAIL FACILITIES**

WHEREAS, the Lindsay Pettus Greenway, Inc. has successfully completed Phase I of the Greenway Trail, and is embarking on the construction of Phase II; and

WHEREAS, as part of Phase II trail construction, the Lindsay Pettus Greenway, Inc. has requested that the City of Lancaster grant to it easements upon and across City owned property that will allow for the installation and placement of trail and corresponding trail facilities; and

WHEREAS, the City Council of Lancaster, South Carolina finds that it is in the best interest of the citizens of Lancaster that such easement be granted.

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

Section 1. The City grant the Lindsay Pettus Greenway, Inc. an easement over and across City property known as Tax Map #0067-00-026.00, 0067O-0A-013.00, and 0082C-0A-017.00.

Section 2. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, and to become effective September 27, 2022.

Yeas ____ Nays ____

Requested by:

Lindsay Pettus Greenway, Inc.

T. Alston DeVenny, Mayor

Approved as to Form:














Mitch Norrell, City Attorney

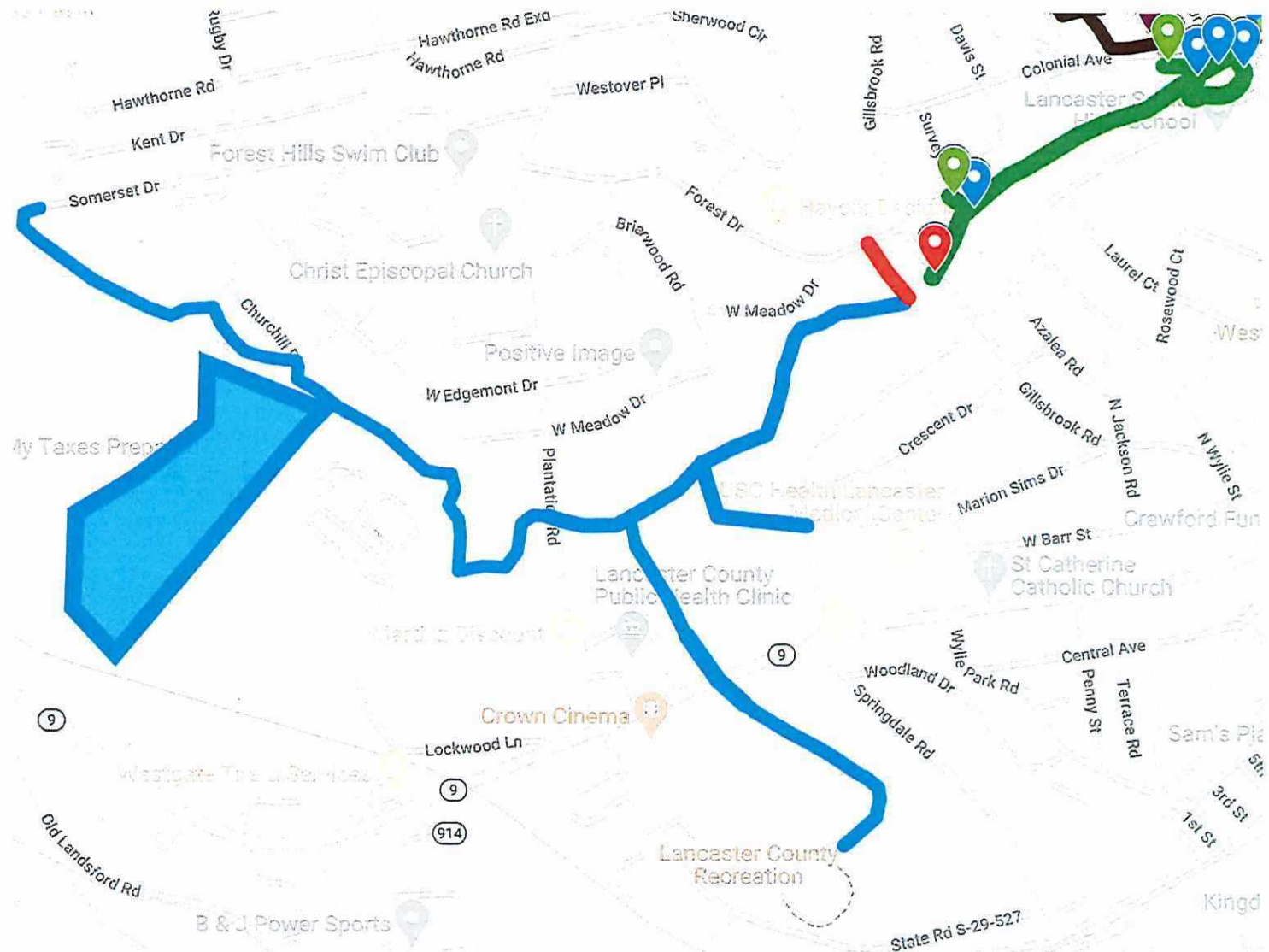
Tracy Rabon, City Clerk

First Reading: September 13, 2022
Second Reading: September 27, 2022

Lindsay Pettus Greenway trail system

EXISTING ROUTE of the Lindsay Pettus Greenway

-  Phase 1 Route
-  Oceana Haile Gold Mine Trail Access at Survey Street
-  Comporium Communications Trail Access at Colonial Avenue
-  Founders Federal Credit Union Trail Access at Barr Street Learning Center
-  Almetta Street - Neighborhood Access Point
-  Main Street trail access
-  Shared Parking
-  Shared Parking
-  Natural Path Loop
-  Almetta Street neighborhood access point
-  Survey Street access point
-  Boardwalk towards Nature Pavilion
-  LHS Cross Country Trail



Existing Route, Approved Next Phase, & Future Phases of the Lindsay Pettus Greenway in Lancaster, SC. Lancaster High Cross Country trail included.

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 67O-A-13

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.
P. O. Box 1776
Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2022 (the “**Agreement Date**”) is by and between the **CITY OF LANCASTER** (the “**Grantor**”) and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation (“**TLPG**”).

ARTICLE I BACKGROUND

1.01 Property.

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 4.66 acres located on the south side of Churchill Drive in the City of Lancaster, South Carolina, and described on plat of survey recorded as Plat No. 9877 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the “**Grantor Property**”).

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the “**Trail Property**”), said Trail Property being depicted as a 1.323 acre easement area on “Easement Map Enlargement Exhibit” dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.3.01 attached hereto (the “**Map**”). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the “**Revised Map**”) and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross ("**Trail Facilities Easement**") to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "**Trail Facilities**") described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, "**Applicable Law**").

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the "**Trail**").
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("**Permitted Trail Uses**") described in paragraph (a) of this **Section 3.01 ("Public Access Trail License")**. The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a "**Mortgage Lien**"), (ii) or any mechanics or materialman's lien (a "**Mechanics & Materialman's Lien**"), or if there is either a Mortgage Lien or Mechanics & Materialman's Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. ("**Recreational Use Statute**") (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG's sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG's sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

5.07 Covenant Against Liens TLPG shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of TLPG which, if not paid or discharged, would result in a lien on the Trail Property. This **Section 5.07** shall survive the termination of this Agreement.

5.08 Insurance; Indemnity. TLPG shall indemnify, defend and hold harmless Grantor and its affiliates, directors, shareholders, members, managers, officers, employees, contractors, agents, heirs, successors and assigns, as applicable (collectively, the "**Indemnified Persons**"), from and against any loss, liability, damage, costs, expenses (including, without limitation, reasonable attorneys' fees), injury or claim of any kind to any person (including death) or property incurred by one or more of the Indemnified Persons and arising from or caused by (i) TLPG's, or its contractors', employees', agents', licensees' or invitees' (each, an "**Indemnifying Party**"), use of the Trail or Trail Facilities, or exercise of the Indemnifying Party's rights or obligations under this Agreement, (ii) the Indemnifying Party's breach of or failure to perform its obligations under this Agreement, and/or (iii) the Indemnifying Party's violation of this Agreement or any Applicable Law. Prior to entering the Trail Property for any purpose under this Agreement, and at all times while this Agreement is in effect, TLPG shall (a) obtain and maintain, at its sole cost, general liability insurance with maximum limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate on account of bodily injury, including death, and property damage, in or about the Trail Property (the "**Liability Policy**"), with Grantor and the Indemnified Persons named as additional insureds, and (b) deliver a certificate of insurance and endorsement (the "**COI**") to Grantor confirming that Grantor and the Indemnified Persons have been named as additional insureds. At any other time within 15 days of Grantor's written request, TLPG shall provide to Grantor a certificate of insurance substantively similar to the COI confirming that the Liability Policy remains in effect. This **Section 5.08** shall survive the termination of this Agreement until such time as the applicable statute of limitations has expired for any claims that may arise under this Agreement.

ARTICLE VI Miscellaneous

6.01 Assignment. This Agreement may be assigned by TLPG only to a governmental entity or agency or another non-profit corporation whose mission includes creation and/or operation of trails or greenways without the prior consent of Grantor. Upon any assignment hereto by TLPG, all references herein to TLPG shall thereafter mean the assignee. Otherwise, this Agreement creates an easement in gross and is assignable only with Grantor's prior written consent.

6.02 Binding Agreement. This Agreement is a servitude running with the land binding upon the Grantor and, upon recordation in the Public Records, any subsequent owner of the Trail Property or any portion of the Trail Property is bound by its terms whether or not the owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on TLPG's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and TLPG and their respective personal representatives, successors and assigns.

6.03 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of South Carolina.

6.04 Definition and Interpretation of Capitalized and Other Terms. The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (a) **"Grantor"** means each owner of all or any portion of the Trail Property for so long as that owner owns all or any portion of the Trail Property.
- (b) **"Person"** means an individual, organization, trust, or other entity.
- (c) **"Public Records"** means the public records of the Office of the Register of Deeds for Lancaster County, South Carolina.
- (d) **"Including"** means "including, without limitation".
- (e) **"May"** is permissive and implies no obligation; "must" or "shall" are obligatory.

6.05 Incorporation by Reference. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by a party from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for the other party. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.08 Recordation. TLPG shall record this instrument in the Public Records, and may re-record it at any time as may be required to preserve its rights in this Agreement.

6.09 Successors. Subject to the terms of **Section 6.01**, the covenants, terms, conditions and

restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Trail Property.

6.10 Counterparts. This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.11 Entire Agreement. This is the entire agreement of Grantor and TLPG pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, TLPG, and others pertaining to the transaction set forth in this Agreement.

6.12 Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth below and shall be either (a) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is also sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Either party may change its address by giving the other party five (5) days advance notice of such change.

If to Grantor, to: City of Lancaster
 P. O. Box 1149
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 216 S. Catawba Street
 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____
 Name: T. Alston DeVenny
 Title: Mayor

Signed, sealed and delivered
 in the presence of:

 Witness

 Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 2022.

 Notary Public
 My commission expires: _____

TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: Mark E. Strickland
Name: Mark E. Strickland
Title: President

Signed, sealed and delivered
in the presence of:

Gay R. John
Witness

Gale L. Smith
Witness

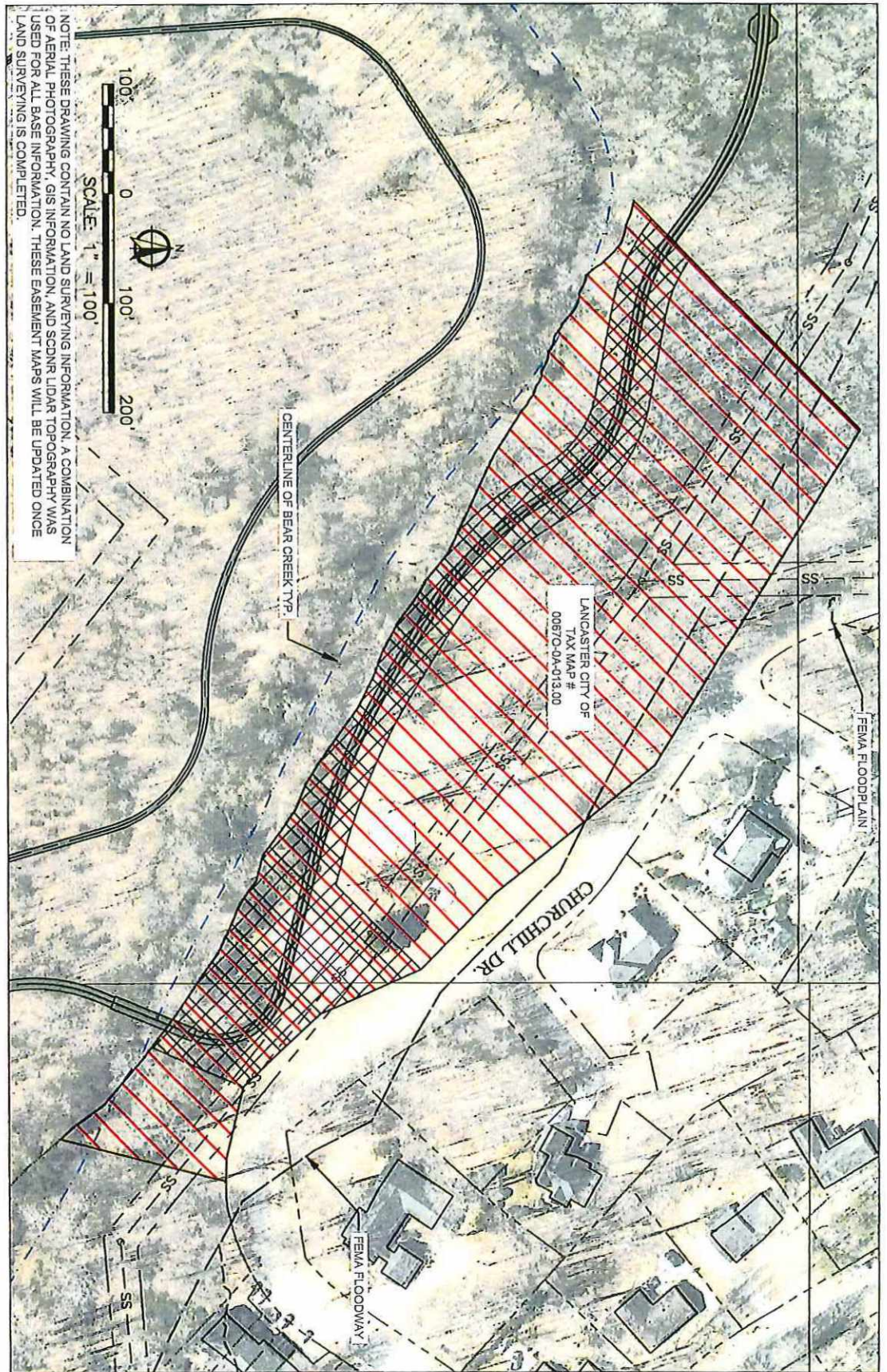
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**.

WITNESS my hand and notarial seal this 27th day of July, 2022.

Gay R. John
Notary Public
My commission expires: 3/15/31



SCALE: AS SHOWN
CHECKED BY: CEB
DRAWN BY: SDG
DATE: 06/24/2020

Keck+Wood
COLLABORATION BY DESIGN
300 TECHNOLOGY CENTER WAY, SUITE 409
ROCK HILL, SC 29733
(853) 620-1200 keckwood.com

Lindsay Pettus Greenway Phase II
Lancaster, SC
EASEMENT MAP ENLARGEMENT EXHIBIT
JOB NUMBER: 196770

EXHIBIT NO.
E.3.00

SCALE: AS SHOWN	 Keck+Wood COLLABORATION BY DESIGN 305 TECHNOLOGY CENTER WAY, SUITE 400 ROCK HILL, SC 29733 (803) 620-1300 keckwood.com	Lindsay Pettus Greenway Phase II		EXHIBIT NO. E.3.01
CHECKED BY: CEB		Lancaster, SC		
DRAWN BY: SDG		BASEMENT MAP ENLARGEMENT EXHIBIT		
DATE: 06/24/2020		JOB NUMBER: 196770		

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 82C-A-17

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.
P. O. Box 1776
Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("**Agreement**") dated as of _____, 2022 (the "**Agreement Date**") is by and between the **CITY OF LANCASTER** (the "**Grantor**") and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation ("**TLPG**").

ARTICLE I BACKGROUND

1.01 Property.

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 71.28 acres located south of Springdale Road and north of S. Plantation Road in the City of Lancaster, South Carolina, and described in deed recorded in Deed Book P-9 page 108 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the "**Grantor Property**").

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the "**Trail Property**"), said Trail Property being depicted as a 2.100 acre easement area on "Easement Map Enlargement Exhibit" dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.2.91 attached hereto (the "**Map**"). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the "**Revised Map**") and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross ("**Trail Facilities Easement**") to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "**Trail Facilities**") described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, "**Applicable Law**").

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the "**Trail**").
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("**Permitted Trail Uses**") described in paragraph (a) of this **Section 3.01 ("Public Access Trail License")**. The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a "**Mortgage Lien**"), (ii) or any mechanics or materialman's lien (a "**Mechanics & Materialman's Lien**"), or if there is either a Mortgage Lien or Mechanics & Materialman's Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. ("**Recreational Use Statute**") (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG's sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG's sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

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 (Or for hand delivery or overnight courier:
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 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____

Name: T. Alston DeVenny

Title: Mayor

Signed, sealed and delivered
in the presence of:

Witness

Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 20 22.

Notary Public

My commission expires: _____

TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: Mark E. StricklandName: Mark E. StricklandTitle: President

Signed, sealed and delivered
in the presence of:

Robert K. John

Witness

Gale J. Smith

Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

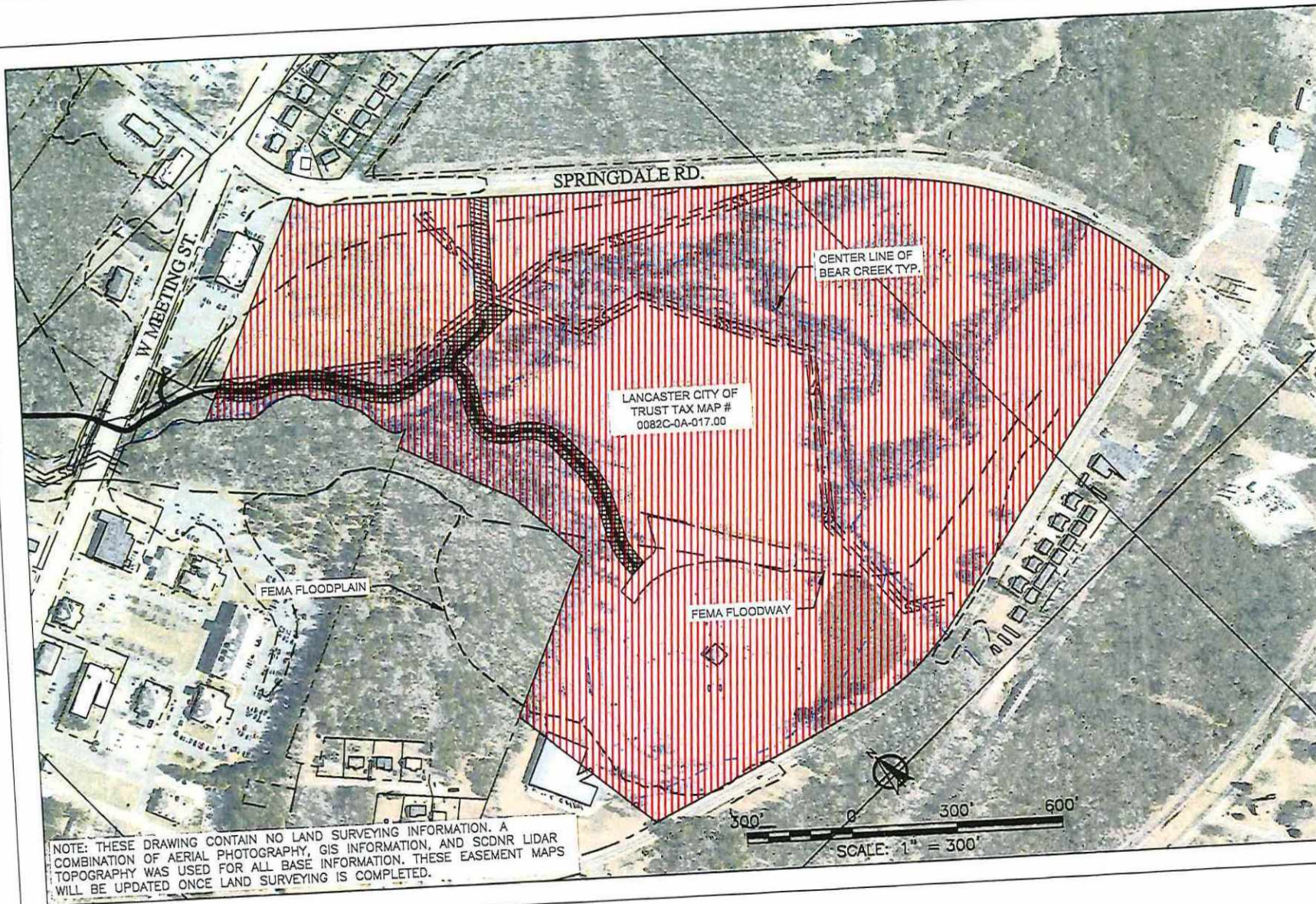
I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**.

WITNESS my hand and notarial seal this 27th day of July, 2022.

Robert K. John

Notary Public

My commission expires: 3/15/31



Keck+Wood COLLABORATION BY DESIGN <small>520 TECHNOLOGY CENTER WAY, SUITE 400 ROCK HILL, SC 29730 (803) 620-1300 keckwood.com </small>		EXHIBIT NO. E.2.90
SCALE: AS SHOWN CHECKED BY: CEB DRAWN BY: SDG DATE: 06/24/2020	Lindsay Pettus Greenway Phase II Lancaster, SC EASEMENT MAP ENLARGEMENT EXHIBIT JOB NUMBER: 196770	

EASEMENT SUMMARY
PARCEL OWNER
LANCASTER CITY OF
TAX MAP NUMBER
0082C-0A-017.00
AREA WITHIN EASEMENT
2.100AC

E.2.91

Lindsay Pettus Greenway Phase II

Lancaster, SC

EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 196770



SCALE: AS SHOWN

CHECKED BY:	CEB
-------------	-----

DRAWN BY: SDG

DATE: 06/24/2020

STATE OF SOUTH CAROLINA

LANCASTER COUNTY

Tax Parcel(s): 67/26

Drawn by and mail to: The Lindsay Pettus Greenway, Inc.
P. O. Box 1776
Lancaster, SC 29721

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("**Agreement**") dated as of _____, 2022 (the "**Agreement Date**") is by and between the **CITY OF LANCASTER** (the "**Grantor**") and **THE LINDSAY PETTUS GREENWAY, INC.**, a South Carolina nonprofit corporation ("**TLPG**").

ARTICLE I BACKGROUND

1.01 Property.

(a) Grantor is the sole owner in fee simple of that certain parcel of land containing approximately 22.7 acres located north of the terminus of Lockwood Lane in the City of Lancaster, South Carolina, and described in deed recorded in Deed Book C-6 page 6260 in the Office of the Register of Deeds for Lancaster County, South Carolina, (the "**Grantor Property**").

(b) Grantor desires to allow a trail pursuant to the provisions of this Agreement on a portion of the Grantor Property (the "**Trail Property**"), said Trail Property being depicted as a 0.840 acre easement area on "Easement Map Enlargement Exhibit" dated June 24, 2020 prepared for Lindsay Pettus Greenway Phase II by Keck & Wood, Inc., Exhibit E.3.11 attached hereto (the "**Map**"). Once the Trail Facilities (defined below) have been constructed by TLPG within the Trail Property, TLPG, at its sole cost, shall cause the Map to be revised (the "**Revised Map**") and Grantor and TLPG shall execute and record an amendment to this Agreement to replace the Map with the Revised Map and modify the Trail Property to be the area shown on the Revised Map.

1.02 Purposes. The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.03 Consideration. The Grantor acknowledges receipt of the sum of \$1.00 in consideration of the grant of easement to TLPG under this Agreement and other good and valuable consideration, including the promises of TLPG set forth herein.

ARTICLE II Grant of Easement for Trail Facilities

2.01 Grant of Trail Facilities Easement. The Grantor, intending to be legally bound, grants, bargains, sells and conveys to TLPG a perpetual (except as provided herein) non-exclusive, non-transferable (except as provided in Section 6.01 below) easement in gross ("**Trail Facilities Easement**") to (i) create the Trail (hereinafter defined) on the Trail Property, and (ii) enter the Trail Property at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "**Trail Facilities**") described in paragraph (a) of this Section 2.01. The Trail Facilities Easement is granted subject to conditions, covenants, restrictions, easements and other matters of record, other than (i) mortgage liens by Grantor existing on the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, and (ii) the lien of Ad Valorem taxes which Grantor agrees to pay prior to delinquency, and subject to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other local, state and federal laws, regulations or ordinances applicable to the Trail Property (collectively, "**Applicable Law**").

(a) **Trail Facilities**

- (1) A paved or unpaved trail of varying width not to exceed fifteen feet (15') in width, together with steps, railings, and other surface structures which, as to wet areas, may include bridges, boardwalks and culverts (collectively, the "**Trail**").
- (2) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (3) Facilities incidental to and for the convenience of users of the Trail, such as observation platforms, benches, picnic tables, wastebaskets, kiosks and bicycle racks.

(b) **No Obligation to Construct or Connect**

TLPG shall have no obligation to construct the Trail or any particular Trail Facilities within any particular time, if ever, or to connect the Trail with other trails; provided, however, that if the Trail shall not have been completed within ten (10) years after the Agreement Date, then Grantor may terminate this Agreement by unilaterally recording a notice of termination in the Office of the Register of Deeds for Lancaster County, South Carolina.

2.02 Exercise of Rights

- (a) Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities includes all activities necessary for the property construction, installation, maintenance and repair of the Trail Facilities, and may include, without limitation, installation of signage; mowing, cutting or removal of soil, rock, trees or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use as necessary.
- (b) TLPG, its employees, contractors, agents, or designees, shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all Applicable Law and in accordance with any standards which may apply to the performance thereof, including any professional engineering standards; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction, maintenance, repair and replacement of the Trail Facilities, including permits if reasonably requested at no cost to the Grantor.

ARTICLE III Grant of License for Public Access

3.01 Grant of Public Access Trail License The Grantor, intending to be legally bound, grants to TLPG the right to make available to the public a non-exclusive license over the Trail and the right to use Trail Facilities for the purposes ("**Permitted Trail Uses**") described in paragraph (a) of this **Section 3.01 ("Public Access Trail License")**. The Public Access Trail License is not a dedication of all or any of the Trail Property, and is granted subject to conditions, covenants, restrictions, easements and other matters of record other than (i) mortgage liens by Grantor as of the Agreement Date, which Grantor agrees to cause to be subordinated to this Agreement, (ii) the lien of Ad Valorem taxes, which Grantor agrees to pay prior to delinquency, and to any matters that would appear on a current and accurate survey of the Trail Property and to all subdivision ordinances, zoning ordinances, land use regulations and other laws, regulations or ordinances applicable to the Trail Property.

- (a) **Permitted Trail Uses.** The Trail Facilities shall be used solely:
 - (1) As a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) picnicking or other similar activities reasonably related to the activities permitted under items (i), (ii), and (iii) above, (v) wheelchair use by persons who need to use wheelchairs; (vi) maintenance vehicles used in the construction, management, maintenance or stewardship purposes of the Trail Facilities; (vii) by TLPG

or TLPG's contractors for events; and (viii) emergency vehicles in the case of emergency within the Trail Property.

- (2) For resource management, including the right (but not obligation) to mow, cut or remove trees, vegetation, or plant vegetation, within the Trail Property.

ARTICLE IV Rights of Grantor

4.01 Grantor, Improvements, Uses and Activities. Grantor has the rights accorded to the general public to use the Trail Facilities located on the Trail Property, as well as the right to exercise any one or more of the following rights:

- (a) **Other Rights.** Grantor may exercise, and hereby reserves, all rights accruing from ownership of the Trail Property that are not expressly prohibited by this Agreement or materially inconsistent with the easement rights granted hereby and do not materially interfere with same, including, the right to engage in, or permit or invite others to engage in, all uses of the Trail Property.
- (b) **Enforcement Rights.** Grantor may remove or exclude from the Trail Property any Persons (as defined in **Section 6.04**) other than TLPG, TLPG's contractors or agents, who are (i) in locations other than the Trail or other Trail Facilities located on the Trail Property, or (ii) not engaged in Permitted Trail Uses.
- (c) **Grant Utility Easements.** From time to time Grantor may grant utility easements within the Trail Property for underground utilities.

ARTICLE V Enforcement; Liability Issues

5.01 Enforcement. Upon any default under this Agreement, each party may, in addition to other remedies available at law or in equity, exercise any one or more of the following remedies:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation of this Agreement.
- (b) **Self Help.** Enter the Trail Property to remove any barrier to the access provided under this Agreement and do such things as are reasonably necessary to protect and preserve the party's rights under this Agreement

5.02 Representations and Warranties. The Grantor warrants to TLPG that to the actual knowledge of Grantor, without investigation:

- (a) The Trail Property is not encumbered by (i) lien of any mortgage or deed of trust (a "**Mortgage Lien**"), (ii) or any mechanics or materialman's lien (a "**Mechanics & Materialman's Lien**"), or if there is either a Mortgage Lien or Mechanics & Materialman's Lien on the Trail Property by or through Grantor as of the Agreement Date, Grantor will cause it to be removed or subordinated to this Agreement on the same date that this Agreement is recorded in the Office of the Register of Deeds Lancaster County.
- (b) Except as previously disclosed to TLPG, Grantor has received no written notice that the Trail Property is in violation of any Applicable Law; and
- (c) There is not pending or threatened litigation against or by Grantor in any way affecting, involving or relating to the Trail Property.

Except as expressly provided above in this Section 5.02, TLPG acknowledges that Grantor makes no representation or warranty as to the condition of the Trail Property or its suitability for the Trail and/or Trail Facilities. TLPG, and its permitted assigns, (i) shall use the Trail Property in its AS-IS condition and (ii) assume all risk of use of the Trail Property, the Trail, and/or the Trail Facilities.

5.03 Right of Inspection. TLPG and Grantor shall each have the right to inspect the Trail Property for purposes of enforcement of the covenants under this Agreement and to monitor the operation, maintenance, and use of the Trail.

5.04 Immunity under Applicable Law. Nothing in this Agreement limits the ability of Grantor and TLPG to avail themselves of the protections offered by any applicable law affording immunity to Grantor and TLPG including, to the extent applicable, the recreational use statute, S.C. Code Ann. §27-3-10 et seq. ("**Recreational Use Statute**") (as may be amended from time to time). If the Recreational Use Statute is repealed or amended in such a manner as to reduce or eliminate the liability protection afforded to Grantor there under, Grantor shall have the right to require TLPG to procure supplemental liability insurance (in addition to the liability insurance described in Section 5.08 of this Agreement), at TLPG's sole cost, with commercially reasonable amounts and coverages, as determined by Grantor in its reasonable opinion.

5.05 Public Enters at Own Risk Use of any portion of the Property by members of the general public is at their own risk. Notwithstanding any provision herein to the contrary, by entering into this Agreement, Grantor does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Property; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. TLPG shall inspect the Trail Facilities on a regular basis. TLPG shall maintain and promptly repair damaged Trail Facilities as needed, at TLPG's sole cost, in compliance with all

Applicable Law.

5.06 Costs and Expenses . Grantor shall have no responsibility for maintenance of the Trail Facilities except for such repairs or maintenance that results from the negligence or intentional misconduct of Grantor or Grantor's agents, employees, contractors, or representatives, in which event, Grantor will promptly reimburse TLPG for such reasonable expenses or costs within ten (10) business days after TLPG shall submit an invoice for such work expense.

5.07 Covenant Against Liens TLPG shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of TLPG which, if not paid or discharged, would result in a lien on the Trail Property. This **Section 5.07** shall survive the termination of this Agreement.

5.08 Insurance; Indemnity. TLPG shall indemnify, defend and hold harmless Grantor and its affiliates, directors, shareholders, members, managers, officers, employees, contractors, agents, heirs, successors and assigns, as applicable (collectively, the "**Indemnified Persons**"), from and against any loss, liability, damage, costs, expenses (including, without limitation, reasonable attorneys' fees), injury or claim of any kind to any person (including death) or property incurred by one or more of the Indemnified Persons and arising from or caused by (i) TLPG's, or its contractors', employees', agents', licensees' or invitees' (each, an "**Indemnifying Party**"), use of the Trail or Trail Facilities, or exercise of the Indemnifying Party's rights or obligations under this Agreement, (ii) the Indemnifying Party's breach of or failure to perform its obligations under this Agreement, and/or (iii) the Indemnifying Party's violation of this Agreement or any Applicable Law. Prior to entering the Trail Property for any purpose under this Agreement, and at all times while this Agreement is in effect, TLPG shall (a) obtain and maintain, at its sole cost, general liability insurance with maximum limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate on account of bodily injury, including death, and property damage, in or about the Trail Property (the "**Liability Policy**"), with Grantor and the Indemnified Persons named as additional insureds, and (b) deliver a certificate of insurance and endorsement (the "**COI**") to Grantor confirming that Grantor and the Indemnified Persons have been named as additional insureds. At any other time within 15 days of Grantor's written request, TLPG shall provide to Grantor a certificate of insurance substantively similar to the COI confirming that the Liability Policy remains in effect. This **Section 5.08** shall survive the termination of this Agreement until such time as the applicable statute of limitations has expired for any claims that may arise under this Agreement.

ARTICLE VI Miscellaneous

6.01 Assignment. This Agreement may be assigned by TLPG only to a governmental entity or agency or another non-profit corporation whose mission includes creation and/or operation of trails or greenways without the prior consent of Grantor. Upon any assignment hereto by TLPG, all references herein to TLPG shall thereafter mean the assignee. Otherwise, this Agreement creates an easement in gross and is assignable only with Grantor's prior written consent.

6.02 Binding Agreement. This Agreement is a servitude running with the land binding upon the Grantor and, upon recordation in the Public Records, any subsequent owner of the Trail Property or any portion of the Trail Property is bound by its terms whether or not the owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on TLPG's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and TLPG and their respective personal representatives, successors and assigns.

6.03 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of South Carolina.

6.04 Definition and Interpretation of Capitalized and Other Terms. The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (a) **"Grantor"** means each owner of all or any portion of the Trail Property for so long as that owner owns all or any portion of the Trail Property.
- (b) **"Person"** means an individual, organization, trust, or other entity.
- (c) **"Public Records"** means the public records of the Office of the Register of Deeds for Lancaster County, South Carolina.
- (d) **"Including"** means "including, without limitation".
- (e) **"May"** is permissive and implies no obligation; "must" or "shall" are obligatory.

6.05 Incorporation by Reference. Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by a party from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for the other party. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.08 Recordation. TLPG shall record this instrument in the Public Records, and may re-record it at any time as may be required to preserve its rights in this Agreement.

6.09 Successors. Subject to the terms of **Section 6.01**, the covenants, terms, conditions and

restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Trail Property.

6.10 Counterparts. This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.11 Entire Agreement. This is the entire agreement of Grantor and TLPG pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, TLPG, and others pertaining to the transaction set forth in this Agreement.

6.12 Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth below and shall be either (a) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is also sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Either party may change its address by giving the other party five (5) days advance notice of such change.

If to Grantor, to: City of Lancaster
 P. O. Box 1149
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 216 S. Catawba Street
 Lancaster, SC 29720)

If to TLPG, to: The Lindsay Pettus Greenway, Inc.
 P. O. Box 1776
 Lancaster, SC 29721
 (Or for hand delivery or overnight courier:
 Sherri C. Gregory, Executive Director
 805 Blenheim Court
 Lancaster, SC 29720)

TO HAVE AND TO HOLD the aforesaid easement, with all the rights, privileges and appurtenances thereunto appertaining unto TLPG, its successors and assigns forever, subject to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and TLPG by their respective duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

CITY OF LANCASTER

By: _____
 Name: T. Alston DeVenny
 Title: Mayor

Signed, sealed and delivered
 in the presence of:

 Witness

 Witness

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named Grantor by T. Alston DeVenny, its Mayor, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of the Grantor.

WITNESS my hand and notarial seal this _____ day of _____, 20 22.

 Notary Public
 My commission expires: _____

TLPG:

THE LINDSAY PETTUS GREENWAY, INC.,
a South Carolina nonprofit corporation

By: Mark E. Strickland
Name: Mark E. Strickland
Title: President

Signed, sealed and delivered
in the presence of:

Geoff R. Johnson
Witness

Gale L. Smith
Witness

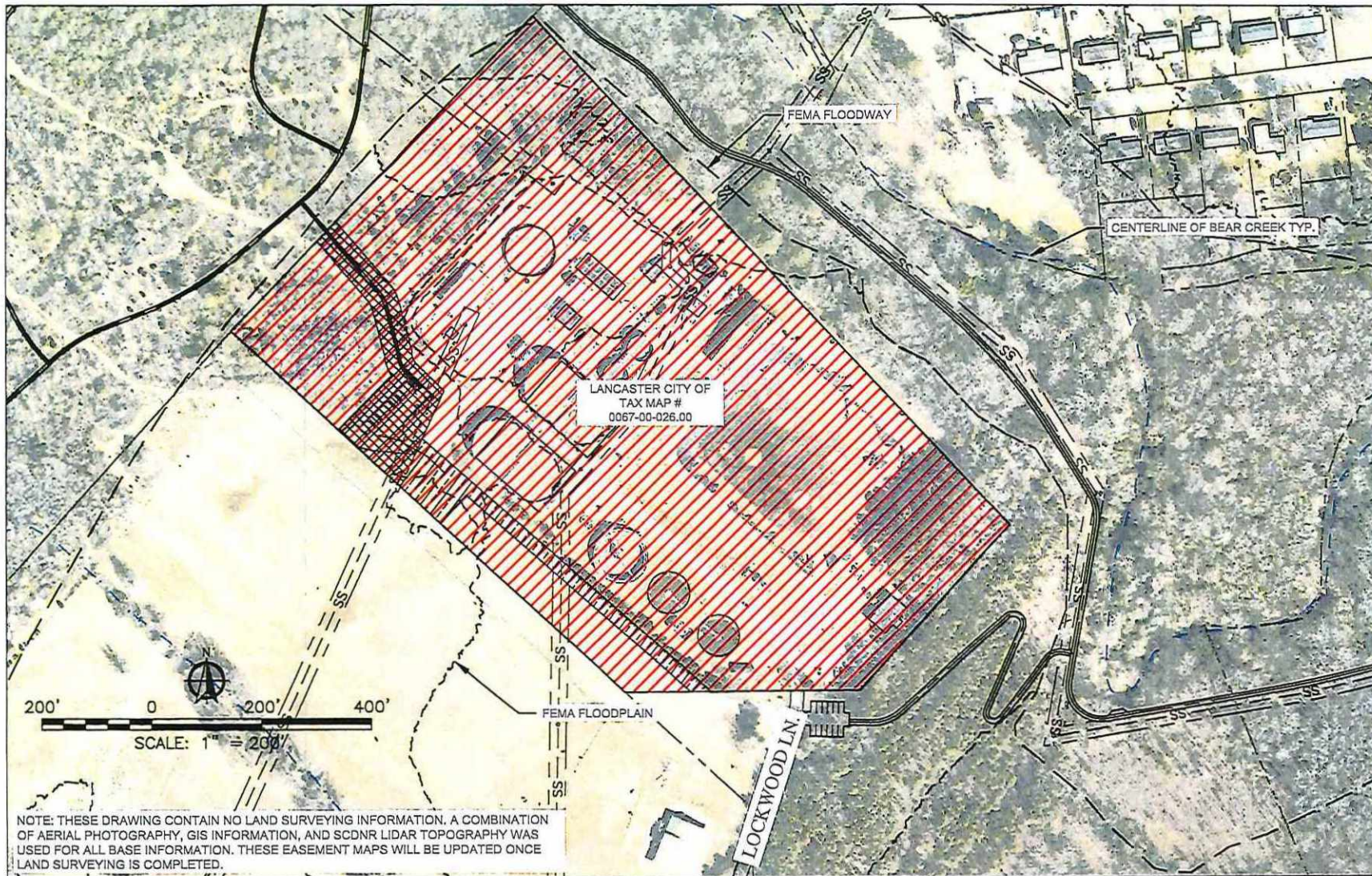
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I, the undersigned Notary Public for the County and State aforesaid, certify that the above named **THE LINDSAY PETTUS GREENWAY, INC.** by Mark E. Strickland, its President, personally came before me this day and acknowledged that he/she, being authorized to do so, executed the foregoing instrument and acknowledged the said writing to be the act and deed of **THE LINDSAY PETTUS GREENWAY, INC.**

WITNESS my hand and notarial seal this 27th day of July, 20 22.

Geoff R. Johnson
Notary Public
My commission expires: 3/15/31

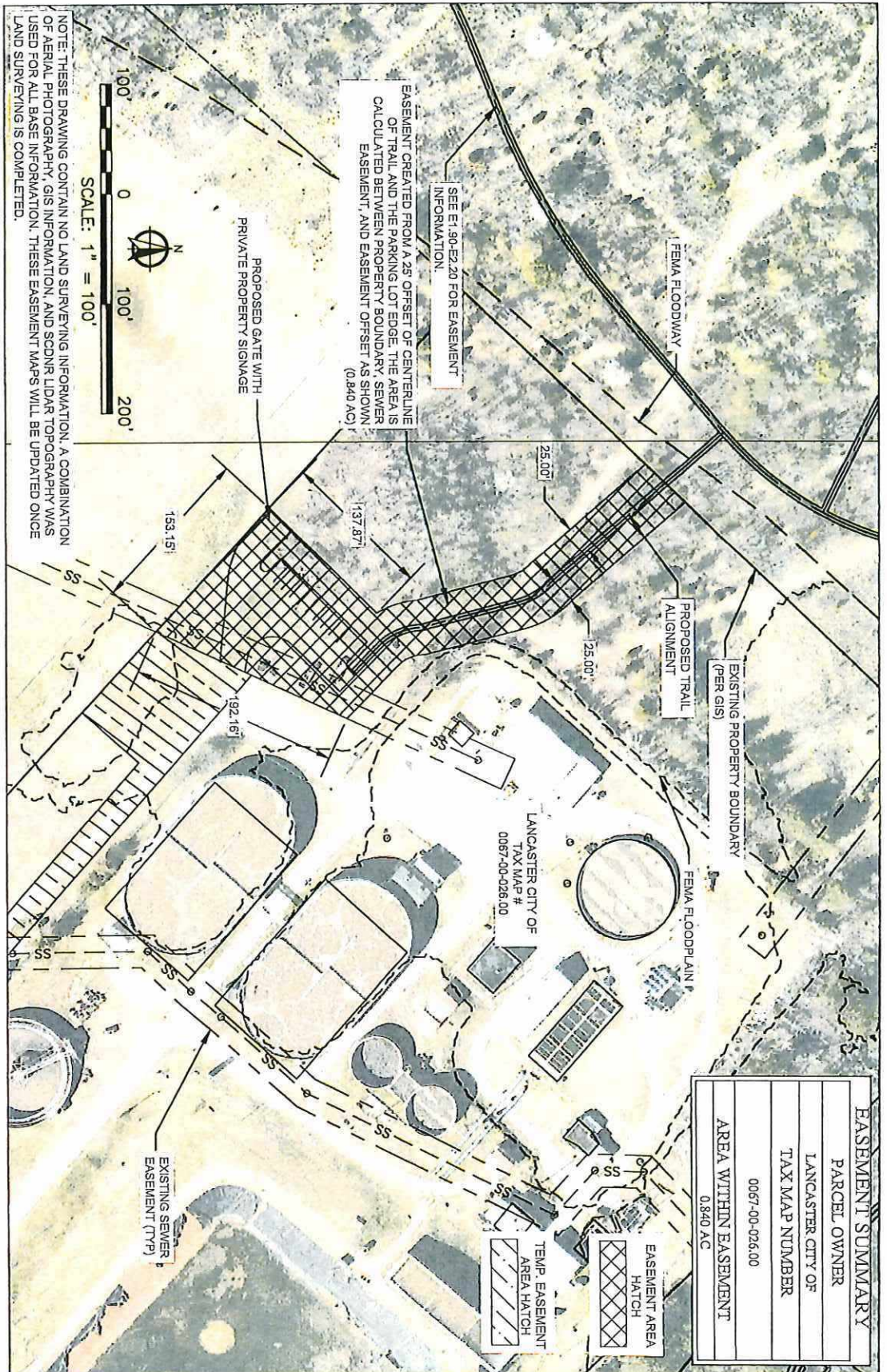


SCALE: AS SHOWN
CHECKED BY: CEB
DRAWN BY: SDG
DATE: 06/24/2020

Keck+Wood
COLLABORATION BY DESIGN
200 TECHNILOGY CENTER WAY, SUITE 400
ROCK HILL, SC 29733
(803) 656-1359
keckwood.com

Lindsay Pettus Greenway Phase II
Lancaster, SC
EASEMENT MAP ENLARGEMENT EXHIBIT
JOB NUMBER: 196770

EXHIBIT NO.
E.3.10



SCALE: AS SHOWN
 CHECKED BY: CEB
 DRAWN BY: SDG
 DATE: 06/24/2020

Keck+Wood
 COLLABORATION BY DESIGN
 200 TECHNOLOGY CENTER WAY, SUITE 400
 ROCK HILL, SC 29733
 (853) 620-1500 keckwood.com

Lindsay Pettus Greenway Phase II
 Lancaster, SC
 EASEMENT MAP ENLARGEMENT EXHIBIT
 JOB NUMBER: 196770

EXHIBIT NO.
 E.3.11

ORDINANCE 022-13**AN ORDINANCE AMENDING THE CITY OF LANCASTER OPERATING BUDGET FOR
FISCAL YEAR 2021-2022**

BE IT ORDAINED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled as follows:

Section 1: The City of Lancaster Operating Budget for Fiscal Year 2021-2022 is hereby amended pursuant to the attached Budget Amendment Form.

DONE IN MEETING ASSEMBLED on the 27th day of September 2022, effective as of September 27, 2022 for the fiscal year ending June 30, 2022.

Yeas _____ Nays _____

Requested by:
Finance Director

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk

First Reading: September 13, 2022

Second Reading: September 27, 2022

CITY OF LANCASTER BUDGET AMENDMENT FORM: FISCAL YEAR 2021-2022

ORD : 022-13

SUMMARY

Account Type	Fund	YTD Budget	End of Year Amendments	Final Budget	Reconcile
Revenue	100 General Fund	13,505,172	43,400	13,548,572	Total - Prior: 32,569,539
Revenue	110 Hospitality Tax Fund	1,239,401	0	1,239,401	Total - Amended: 32,612,939
Revenue	115 E911 Fund	41,600	0	41,600	
Revenue	200 Gross Rev Fund	14,691,725	0	14,691,725	Total - Change: 43,400
Revenue	210 Solid Waste Fund	3,091,641	0	3,091,641	
Expense	100 General Fund	13,505,172	43,400	13,548,572	GF Rev to Exp Diff: Balanced
Expense	110 Hospitality Tax Fund	1,239,401	0	1,239,401	HT Rev to Exp Diff: Balanced
Expense	115 E911 Fund	41,600	0	41,600	E911 Rev to Exp Diff: Balanced
Expense	200 Gross Rev Fund	14,691,725	0	14,691,725	GR Rev to Exp Diff: Balanced
Expense	210 Solid Waste Fund	3,091,641	0	3,091,641	SW Rev to Exp Diff: Balanced

REVENUE

Account Type	Account No.	Account Name	YTD Budget	End of Year Amendments	Final Budget	Comment
Taxes	100 0100 41032	Court Fines	90,000	10,700	100,700	to reflect actual activity unless otherwise noted Higher Fines Collected
Taxes	100 0100 41061	Accommodations Tax	65,000	32,700	97,700	Higher Taxes Collected

EXPENDITURES/EXPENSES

Dept.	Account No.	Account Name	YTD Budget	End of Year Amendments	Final Budget	Comment
Council	100 0110 51001	Salaries Regular	65,000	(2,080)	62,920	to reflect actual activity unless otherwise noted Offset Increase in 0110-52010
Council	100 0110 51004	Fica	4,973	(200)	4,773	Offset Increase in 0110-52021
Council	100 0110 51006	SC Retirement	11,414	(520)	10,894	Offset Increase in 0110-52021
Council	100 0110 52010	Travel & Training	8,850	2,080	10,930	Reflect actual costs
Council	100 0110 52021	Unclassified Expense	3,200	720	3,920	Reflect actual costs
Admin	100 0120 51003	Overtime	1,000	640	1,640	Reflect actual costs
Admin	100 0120 51006	SC Retirement	32,873	(640)	32,233	Offset Increase in 0120-51003
Admin	100 0120 52010	Travel And Training	5,050	(60)	4,990	Offset Increase in 0120-52011
Admin	100 0120 52011	Operation Motor Vehicles	900	60	960	Reflect actual costs
Admin	100 0120 52020	Materials And Supplies	1,800	(110)	1,690	Offset Increase in 0120-52021
Admin	100 0120 52021	Unclassified Expense	0	110	110	Reflect actual costs
B&G Mtn	100 0121 51001	Salaries Regular	85,725	13,285	99,010	Reflect actual costs
B&G Mtn	100 0121 51003	Overtime	3,500	(480)	3,020	Offset Increase in 0121-51004 & 51006
B&G Mtn	100 0121 51004	Fica	6,826	450	7,276	Reflect actual costs
B&G Mtn	100 0121 51006	SC Retirement	15,668	30	15,698	Reflect actual costs
B&G Mtn	100 0121 52011	Operation Motor Vehicles	9,000	265	9,265	Reflect actual costs
B&G Mtn	100 0121 52017	Maint & Svc Contracts	146,891	8,070	154,961	Reflect actual costs
B&G Mtn	100 0121 52018	Special Contracts	20,000	(13,550)	6,450	Offset Increase in 0121-51001 & 52011
B&G Mtn	100 0121 52019	Repairs And Maintenance	4,250	(4,000)	250	Offset Increase in 0121-52017
B&G Mtn	100 0121 52020	Materials And Supplies	14,500	(4,070)	10,430	Offset Increase in 0121-52017
Hum Res	100 0122 51001	Salaries Regular	166,615	625	167,240	Reflect actual costs
Hum Res	100 0122 51002	Salaries Special	8,700	(625)	8,075	Offset Increase in 0122-51001
Hum Res	100 0122 52010	Travel And Training	4,450	(1,600)	2,850	Offset Increase in 0122-52011
Hum Res	100 0122 52011	Operation Motor Vehicles	2,000	1,600	3,600	Reflect actual costs
Finance	100 0130 51001	Salaries Regular	155,350	(16,890)	138,460	Offset Increase in 0130-51002, 0135-51001, & 0140-52018
Finance	100 0130 51002	Special Salaries	0	10,000	10,000	One time performance compensation payment
Finance	100 0130 52015	Printing And Advertising	2,500	1,000	3,500	Reflect actual costs
Finance	100 0130 52018	Special Contracts	11,960	(1,000)	10,960	Offset Increase in 0130-52018
Infor Tech	100 0135 51001	Salaries Regular	70,093	3,880	73,973	Reflect actual costs

CITY OF LANCASTER BUDGET AMENDMENT FORM: FISCAL YEAR 2021-2022

ORD : 022-13

Infor Tech	100	0135	51003	Overtime	3,000	335	3,335	Reflect actual costs
Infor Tech	100	0135	51006	SC Retirement	12,835	(335)	12,500	Offset Increase in 0135-51003
Infor Tech	100	0135	52010	Travel And Training	5,100	4,400	9,500	Reflect actual costs
Infor Tech	100	0135	52017	Maint. & Serv. Contracts	498,950	(31,890)	467,060	Offset Increase in 0135-52010, 52034, & 52046
Infor Tech	100	0135	52034	Data Processing	7,000	4,260	11,260	Reflect actual costs
Infor Tech	100	0135	52046	Non Capital IT	77,000	23,230	100,230	Reflect actual costs
Legal	100	0140	52018	Special Contracts	6,000	3,010	9,010	Reflect actual costs
Gen Exp	100	0150	51008	Insurance	656,200	(41,160)	615,040	Offset Increase in 0150-52013, 52014, & 52016, 52018, 52020, & 52021
Gen Exp	100	0150	52013	Electricity	23,000	3,440	26,440	Reflect actual costs
Gen Exp	100	0150	52014	Fuel for Heating/Water	35,000	5,895	40,895	Reflect actual costs
Gen Exp	100	0150	52016	Subscriptions And Dues	5,500	405	5,905	Reflect actual costs
Gen Exp	100	0150	52019	Repairs And Maintenance	59,750	27,230	86,980	Reflect actual costs
Gen Exp	100	0150	52020	Materials And Supplies	500	550	1,050	Reflect actual costs
Gen Exp	100	0150	52021	Unclassified Expense	800	140	940	Reflect actual costs
Gen Exp	100	0150	52025	Bank Charges	10,000	1,975	11,975	Reflect actual costs
Gen Exp	100	0150	52035	SCMIT & SMIRF	370,100	43,955	414,055	Reflect actual costs
SeeLanc	100	0162	52030	Spec Proj	15,000	32,700	47,700	Reflect actual costs
Police	100	0210	51001	Salaries	2,215,574	(118,515)	2,097,059	Offset Increase in 0150-52035, 0210-51002, 52003, 52011, & 52014
Police	100	0210	51002	Salaries Special	30,000	12,355	42,355	Reflect actual costs
Police	100	0210	51003	Overtime	140,000	17,850	157,850	Reflect actual costs
Police	100	0210	52011	Operation Motor Vehicles	127,000	42,970	169,970	Reflect actual costs
Police	100	0210	52014	Fuel for Heating/Water	1,000	1,385	2,385	Reflect actual costs
Vic Svcs	100	0211	51001	Salaries Regular	18,799	755	19,554	Reflect actual costs
Vic Svcs	100	0211	51004	Fica	1,438	10	1,448	Reflect actual costs
Vic Svcs	100	0211	52011	Operation Motor Vehicles	1,500	(765)	735	Offset Increase in 0211-51001 & 51004
Court	100	0220	51001	Salaries Regular	250,941	(6,575)	244,366	Offset Increase in 0220-52010, 52012, & 52020
Court	100	0220	52010	Travel And Training	1,500	6,130	7,630	Reflect actual costs
Court	100	0220	52012	Communications	2,000	365	2,365	Reflect actual costs
Court	100	0220	52020	Materials And Supplies	8,000	80	8,080	Reflect actual costs
Court	100	0220	52037	State Assessments	52,200	10,700	62,900	Reflect actual costs
Fire	100	0230	51001	Salaries Regular	1,406,784	29,600	1,436,384	Reflect actual costs
Fire	100	0230	52009	Clothing	34,360	(2,160)	32,200	Offset Increase in 0230-52010
Fire	100	0230	52010	Travel And Training	24,300	2,160	26,460	Reflect actual costs
Fire	100	0230	52011	Operation Motor Vehicles	45,000	9,520	54,520	Reflect actual costs
Fire	100	0230	52020	Materials And Supplies	40,350	(9,520)	30,830	Offset Increase in 0230-52011
Fire	100	0230	53035	Capital Expense	76,003	34,890	110,893	Reflect actual costs
Veh Maint	100	0330	52010	Travel And Training	2,000	(500)	1,500	Offset Increase in 0330-52011
Veh Maint	100	0330	52011	Operation Motor Vehicles	12,000	500	12,500	Reflect actual costs
Bldg Off	100	0410	52018	Special Contracts	50,000	(29,600)	20,400	Offset Increase in 0230-51001
Recreation	100	0510	52019	Repairs And Maintenance	60,000	(34,890)	25,110	Offset Increase in 0230-53035
Hosp Exp	110	1100	51008	Group Insurance	14,500	(2,455)	12,045	Offset Increase in 1135-51001 & 51004
Hosp Exp	110	1100	52013	Electricity	1,000	45	1,045	Reflect actual costs
Hosp Exp	110	1100	52017	Maint & Svc Contracts	1,240	17,090	18,330	Reflect actual costs
Hosp Exp	110	1100	52018	Special Contracts	135,500	(42,785)	92,715	Offset Increase in 1100-52013, 52017, 52019, & 52026
Hosp Exp	110	1100	52019	Repairs And Maintenance	38,000	23,935	61,935	Reflect actual costs
Hosp Exp	110	1100	52026	Credit/Debit Charges	0	1,715	1,715	Reflect actual costs
HT-IT	110	1135	51001	Salaries Regular	30,146	2,395	32,541	Reflect actual costs
HT-IT	110	1135	51004	FICA	2,383	60	2,443	Reflect actual costs
HT- SL	110	1162	52016	Subscriptions and Dues	300	140	440	Reflect actual costs
HT- SL	110	1162	52018	Special Contracts	2,500	(140)	2,360	Offset Increase in 1135-52018

CITY OF LANCASTER BUDGET AMENDMENT FORM: FISCAL YEAR 2021-2022

ORD : 022-13

Event Mgmt	110	1163	51001	Salaries Regular	47,109	(1,900)	45,209	Offset Increase in 1163-51002
Event Mgmt	110	1163	51002	City Events Staff	20,000	1,900	21,900	Reflect actual costs
PW Adm	200	1201	51001	Salaries Regular	171,056	1,245	172,301	Reflect actual costs
PW Adm	200	1201	51006	SC Retirement	30,213	(1,245)	28,968	Offset Increase in 1201-51001
PW Adm	200	1201	52011	Operation Motor Vehicles	2,200	405	2,605	Reflect actual costs
PW Adm	200	1201	52012	Communications	10,000	4,325	14,325	Reflect actual costs
PW Adm	200	1201	52013	Electricity	72,500	(5,075)	67,425	Offset Increase in 1201-52011, 52012, 52016, & 52021
PW Adm	200	1201	52016	Subscriptions And Dues	2,855	10	2,865	Reflect actual costs
PW Adm	200	1201	52021	Unclassified Expense	500	335	835	Reflect actual costs
Water Srv	200	1220	51001	Salaries Regular	381,236	(37,240)	343,996	Offset Increase in 1220-51003, 52011, 52017, & 52026
Water Srv	200	1220	51003	Overtime	15,000	2,720	17,720	Reflect actual costs
Water Srv	200	1220	52011	Operation Motor Vehicles	53,400	11,720	65,120	Reflect actual costs
Water Srv	200	1220	52017	Maint & Svc Contracts	93,500	200	93,700	Reflect actual costs
Water Srv	200	1220	52026	W/S District Payments	707,153	22,600	729,753	Reflect actual costs
Grnd Maint	200	1221	51001	Salaries Regular	32,127	115	32,242	Reflect actual costs
Grnd Maint	200	1221	51003	Overtime	1,750	(115)	1,635	Offset Increase in 1230-51001
Veh Maint	200	1230	51001	Salaries Regular	51,297	(670)	50,627	Offset Increase in 1230-51003
Veh Maint	200	1230	51003	Overtime	2,000	670	2,670	Reflect actual costs
Info Tech	200	1235	51001	Salaries Regular	73,237	3,200	76,437	Reflect actual costs
Info Tech	200	1235	52009	Clothing	350	30	380	Reflect actual costs
Info Tech	200	1235	52017	Maint. & Serv. Contracts	258,000	(3,230)	254,770	Offset Increase in 1235-52009 & 52017
Util Bng	200	1240	51001	Salaries Regular	141,626	4,080	145,706	Reflect actual costs
Util Bng	200	1240	51003	Overtime	4,500	875	5,375	Reflect actual costs
Util Bng	200	1240	52018	Special Contracts	45,800	(4,955)	40,845	Offset Increase in 1240-51001 & 51003
WW Trt	200	1250	52013	Electricity	235,000	21,880	256,880	Reflect actual costs
WW Trt	200	1250	52018	Special Contracts	99,000	54,670	153,670	Reflect actual costs
WW Trt	200	1250	52019	Repairs And Maintenance	128,100	(20,000)	108,100	Offset Increase in 1250-52018
WW Trt	200	1250	52029	Solids Disposal	215,930	(10,500)	205,430	Offset Increase in 1250-53035
WW Trt	200	1250	52039	Lab Supplies	200,880	(34,670)	166,210	Offset Increase in 1250-52018
WW Trt	200	1250	53035	Capital Expense	210,000	10,500	220,500	Reflect actual costs
Lift Sta Mtn	200	1252	52013	Electricity	26,000	3,090	29,090	Reflect actual costs
WW Coll	200	1260	51001	Salaries Regular	401,848	(30,740)	371,108	Offset Increase in 1250-52013, 1252-52013, 1260-51003, & 52015
WW Coll	200	1260	51003	Overtime	20,000	5,570	25,570	Reflect actual costs
WW Coll	200	1260	52015	Printing And Advertising	200	200	400	Reflect actual costs
WW Coll	200	1260	53037	Utility Line Rep/Repl	70,000	(25,825)	44,175	Offset Increase in 1291-52018
Gen GR	200	1270	52017	Maint. & Serv. Contract	41,400	(21,800)	19,600	Offset Increase in 1270-52017, 52026, & 52035
Gen GR	200	1270	52021	Unclassified Expense	0	90	90	Reflect actual costs
Gen GR	200	1270	52026	Credit/Debit Charges	98,500	8,010	106,510	Reflect actual costs
Gen GR	200	1270	52035	SCMIT & SMIRF	253,500	13,700	267,200	Reflect actual costs
GR Proj	200	1291	52018	Special Contracts	50,000	25,825	75,825	Reflect actual costs
Gen SW	210	3000	51008	Insurance	150,000	(3,420)	146,580	Offset Increase in 3000-52017 & 52026
Gen SW	210	3000	52017	Maint. & Serv. Contract	1,000	415	1,415	Reflect actual costs
Gen SW	210	3000	52026	Credit/Debit Charges	11,500	3,005	14,505	Reflect actual costs
SW Admin	210	3001	51001	Salaries Regular	128,931	(2,665)	126,266	Offset Increase in 3001-53035
SW Admin	210	3001	52011	Operation of Motor Vehicles	4,000	(1,770)	2,230	Offset Increase in 3001-52013 & 52017
SW Admin	210	3001	52013	Electricity	20,000	1,465	21,465	Reflect actual costs
SW Admin	210	3001	52017	Maint & Svc Contracts	700	305	1,005	Reflect actual costs
SW Admin	210	3001	53035	Capital Expense	3,000	2,665	5,665	Reflect actual costs
Info Tech	210	3035	51001	Salaries Regular	30,146	2,395	32,541	Reflect actual costs
Info Tech	210	3035	51004	FICA	2,383	55	2,438	Reflect actual costs

CITY OF LANCASTER BUDGET AMENDMENT FORM: FISCAL YEAR 2021-2022

ORD : 022-13

Info Tech	210	3035	52017	Maint. & Serv. Contracts	37,500	3,920	41,420	Reflect actual costs
Info Tech	210	3035	52046	Non-Capital IT	18,000	(6,370)	11,630	Offset Increase in 3100-51001, 51004, & 52017
Res Garb	210	3100	52009	Clothing	2,500	1,610	4,110	Reflect actual costs
Res Garb	210	3100	52011	Operation Motor Vehicles	123,000	(40,000)	83,000	Offset Increase in 3300-52011
Com Garb	210	3200	51001	Salaries Regular	35,667	(7,926)	27,741	Offset Increase in 3300-51001, 51003, 51004, & 51006
Com Garb	210	3200	52018	Special Contracts	428,000	(27,180)	400,820	Offset Increase in 3300-52011
Tran Sta	210	3300	51001	Salaries Regular	375,122	4,690	379,812	Reflect actual costs
Tran Sta	210	3300	51003	Overtime	48,500	2,265	50,765	Reflect actual costs
Tran Sta	210	3300	51004	Fica	30,227	970	31,197	Reflect actual costs
Tran Sta	210	3300	51006	SC Retirement	69,383	1	69,384	Reflect actual costs
Tran Sta	210	3300	52011	Operation Motor Vehicles	257,500	67,180	324,680	Reflect actual costs
Veh Maint	210	3330	51002	Salaries Regular	101,844	(1,215)	100,629	Offset Increase in 3330-51003
Veh Maint	210	3330	51003	Overtime	4,000	1,215	5,215	Reflect actual costs

Agenda Item X.C, D, E, & F

**City of Lancaster
City Council Meeting
September 27, 2022**

TO: City Council
SUBJECT: Annexation Ordinance
INITIATED BY: D.R. Horton
PREPARED BY: Building & Zoning Director

Background: D.R. Horton intends to construct a 273 single-family residential subdivision on 121 acres on the eastside of US Highway 521 (Charlotte Highway) approximately two miles north of the Bypass cloverleaf. The developer is wishing to be annexed into the City in order to have the City's police and fire services along with the ability to do a cluster development. The developer is requesting R-15 zoning.

In order to annex these parcels into the City D.R. Horton needed to obtain 2081 Charlotte Highway on the westside of US Highway 521 as this parcel is contiguous to the City. D.R. Horton has not yet indicated their plans for this parcel; however they are requesting this property to be zoned B-3.

Financial: Even though there will be a significant increase in the number of residential dwelling units when this development is fully built it is not expected to place a significant strain on police and fire services as these departments will grow along with the subdivision. As primary residential dwelling units the properties will be assessed at the 4% residential rate. The developer is planning on selling the houses between \$300,000 and \$390,000. With an average house price of \$345,000 the development will generate over \$675,000 in additional property tax revenue once fully built out.

Policy Considerations: Section 5-3-150(3) of the South Carolina Code of Laws. 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 O22-14, O22-15, O22-16, and O22-17.

Attachments: Ordinance O22-14, O22-15, O22-16, O22-17, annexation petitions, deeds, and location maps.



City of Lancaster Annexation Petition

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

INFORMATION

Petitioner/Owner Name	Telephone
Mailing Address / City ST ZIP SEE ATTACHED PETITIONER AND OWNER INFORMATION AND SIGNATURE PAGES	
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 PROPERTY OR PROPERTIES

2081 Charlotte Highway	Tax Map # 0062-00-004.01 Acres (±) 13.5	Requested Zoning B-3
E/O Hwy 521	Tax Map # 0049-00-149.00 Acres (±) 71.59	Requested Zoning R-15
E/O Hwy 521	Tax Map # 0049-00-148.00 Acres (±) 12.58	Requested Zoning R-15
Hwy 521	Tax Map # 0049-00-150.00 Acres (±) 29	Requested Zoning R-15
	Tax Map # Acres (±)	Requested Zoning

Attach a metes and bounds legal description prepared by a surveyor registered in South Carolina as Exhibit A of this petition.

PETITIONER'S STATEMENT AND ASSURANCES

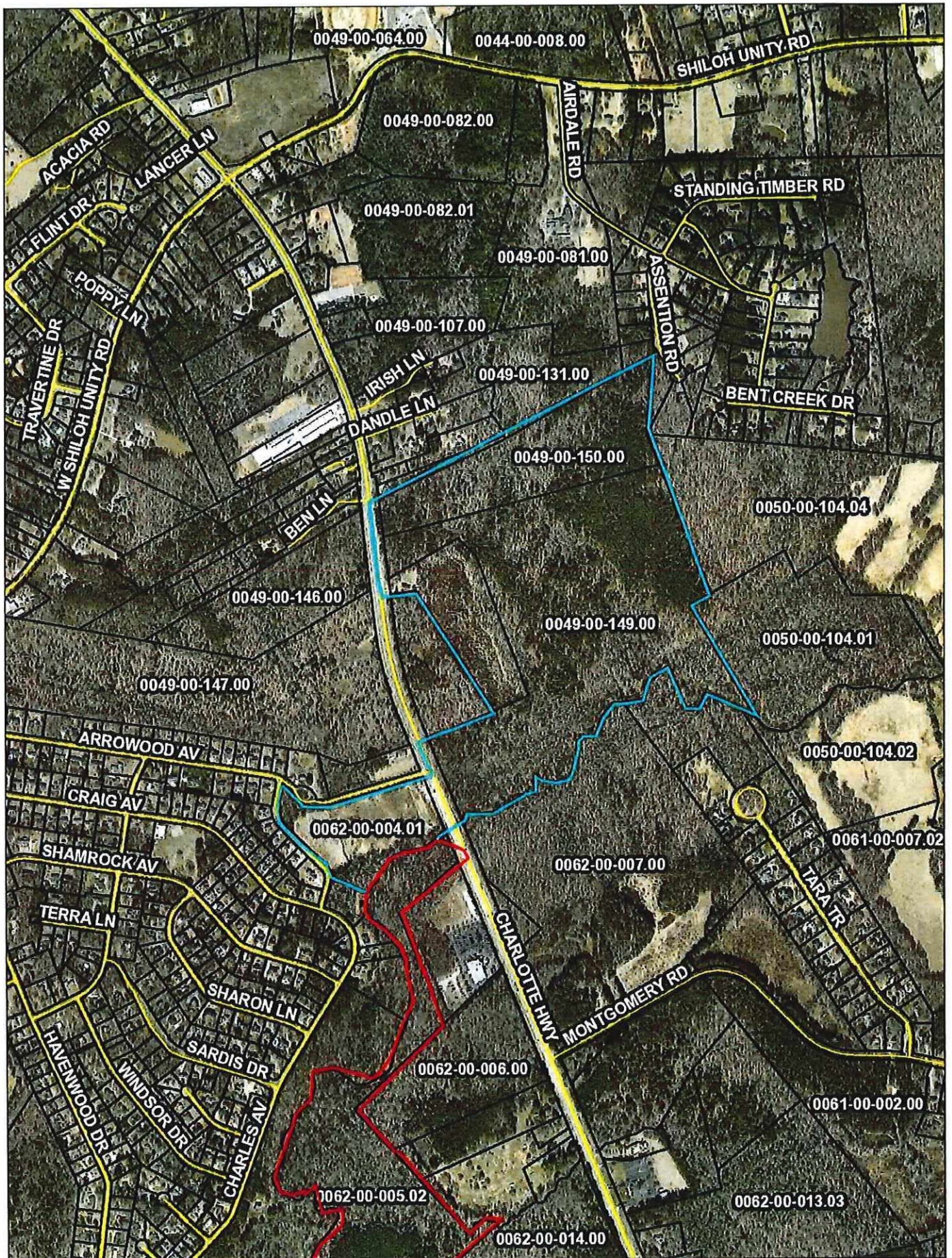
I, the undersigned, pursuant to Section 5-3-150(3) of the Code of Laws of the State of South Carolina, representing to be at least 18 years of age and owner of all the area described on Exhibit A attached hereto at the date hereof, and whose name(s) appear on the county tax records as the owner(s) of 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.

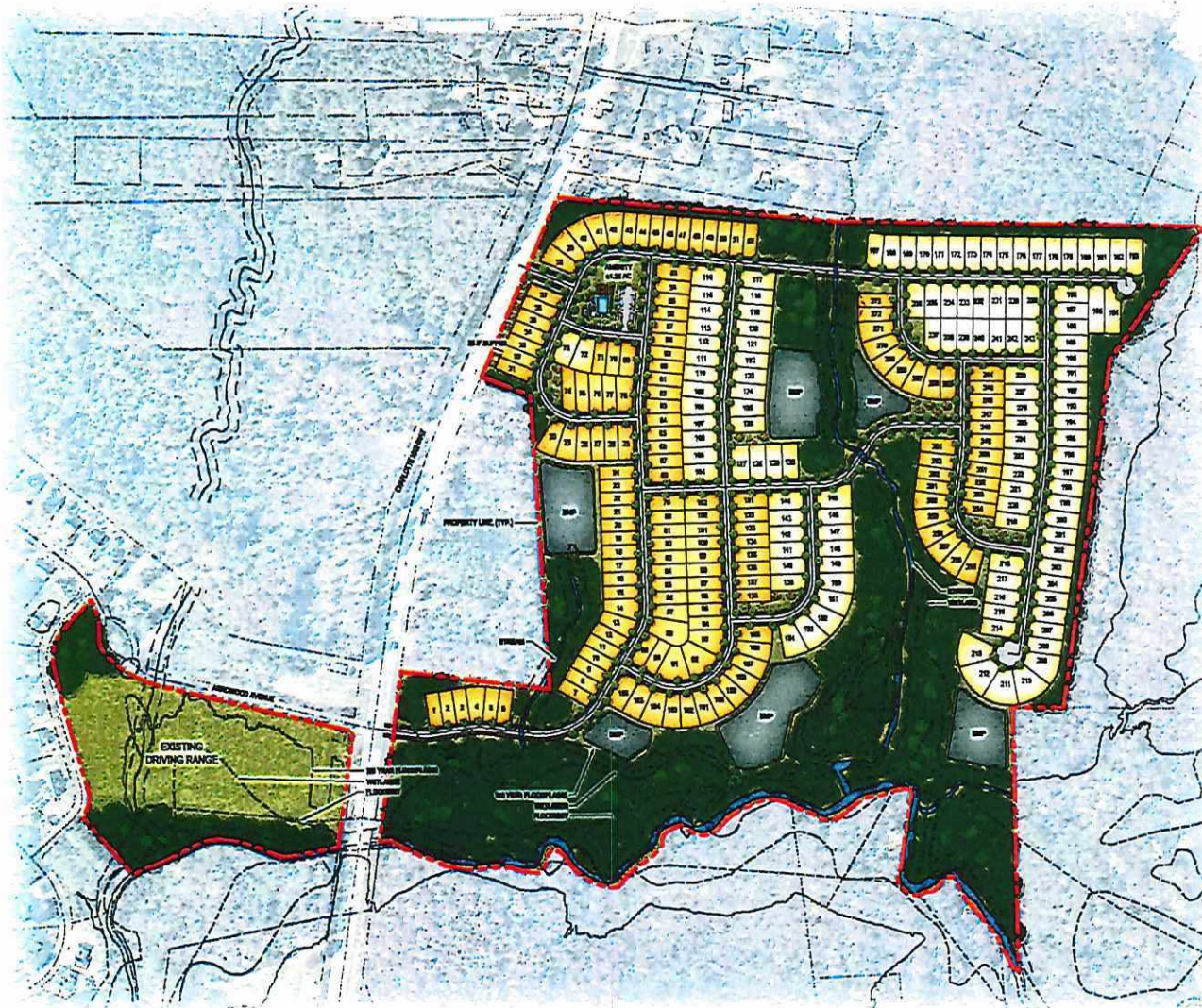
PRINTED NAME(S) AND SIGNATURE(S) OF PETITIONER/PROPERTY OWNER(S) AND DATE

	SEE ATTACHED PETITIONER AND OWNER INFORMATION AND SIGNATURE PAGES	

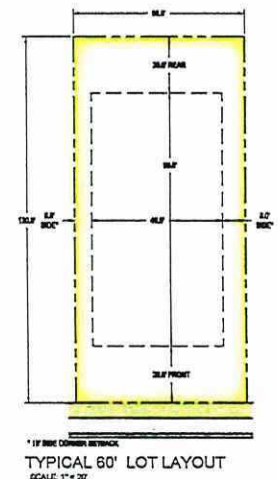
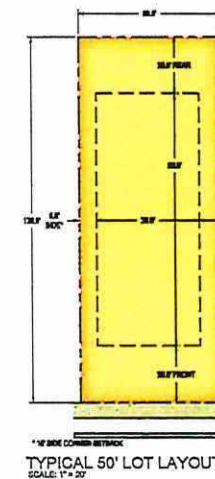
ACTION BY LANCASTER CITY COUNCIL

Petition <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Action Date
Signature of Authorized City Representative	Date Signed





Site Data		
Central Monroe | City of Lancaster, Lancaster County, South Carolina		
Parcel Numbers: 0049-00-150.00, 0049-00-149.00, 0049-00-148.00, and 0062-00-004.01		
Project Area	Ac.	Density
Gross Ac.	135.50 Ac.	2.01 DU/Ac.
Gross Ac. Main Parcel	121.24	
Gross Ac. Existing Driving Range	14.26	
Zoning		
Current Zoning	Lancaster County GB / LDR	
Proposed Zoning	City of Lancaster B3 / R15 Cluster (with annexation)	
Max Impervious	67.75 Ac.	50.00%
Unit Type	Qty	Mix
Lots 50' x 130'	151	55.3%
Lots 60' x 130'	122	44.7%
Total	273	100.0%



GENERAL NOTES:
 1. BASE INFORMATION PROVIDED BY LANCASTER COUNTY GIS DATA, INFORMATION SHOULD BE VERIFIED FOR ACCURACY.
 2. ALL INFORMATION AND SOURCES APPLIED TO THE PREPARATION OF THIS PLAN ARE CONSIDERED PRELIMINARY AND ARE SUBJECT TO CHANGE.
 3. BGE, INC. IS NOT RESPONSIBLE FOR DIFFERENCES ORIGINATED BY INCOMPLETE, INACCURATE, AND/OR MISSING INFORMATION DERIVED FROM PUBLIC SOURCES FOR THE CREATION OF THIS PLAN.

DR HORTON - CENTRAL MONROE CONCEPT PLAN



DATE: 09/13/2022

0 200' 400' 600'
 SCALE: 1" = 200'

1111 METROPOLITAN AVE, SUITE 250
 CHARLOTTE, NC 28204
 www.bgeinc.com
 NC LICENSE #C-4397

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSES AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BGE INC. SHALL BE WITHOUT LIABILITY TO BGE, INC.

ORDINANCE 022-14

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 13.5 ACRES LOCATED AT 2081 CHARLOTTE HIGHWAY, AND OWNED BY RAYMON E & KATHI W CHISOM

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 part of the City of Lancaster.

ALL that certain parcel of land, situated, lying and being in the Lancaster Township, County of Lancaster, State of South Carolina, and beginning at a # 4 rebar with cap found at the northwest corner of the Raymon E. Chisom & Kathi W. Chisom property as shown in Deed: 482-66 recorded in the Lancaster County SC., Register of Deeds Office, said #4 rebar found also being the southwest corner of the Crow's Nest Driving Range property as shown in Deed: J13-166 recorded in the Lancaster County SC., Register of Deeds Office, said #4 rebar found also being on the easterly right-of-way of Charles Avenue as shown in Plat 2008-587.

Thence from said Point of Beginning 8 calls with the eastern right-of-way of Charles Avenue; 1) with the arc of a curve to the left having a radius of 135.50' an arc length of 69.45' (subtended by chord N29-43-26W 68.69') to a point; 2) N45-35-57W 157.47' to a point; 3) N45-31-21W 105.12' to a point; 4) N45-42-34W 104.93' to a point; 5) N45-36-10W 99.44' to a point; 6) N33-09-33W 81.35' to a point; 7) with the arc of a curve to the right having a radius of 136.35' an arc length of 61.44' (subtended by chord N02-23-13W 60.92') to a point; 8) N11-02-56E 175.15' to a rebar set at the right-of-way intersection of Charles Avenue and Arrowood Avenue as shown in Plat 2011-626 recorded in the Lancaster County SC., Register of Deeds Office; Thence 4 calls with the southern right-of-way of Arrowood Avenue; 1) S57-34-29E 113.25' to a point; 2) with the arc of a curve to the left having a radius of 75.00' an arc length of 184.66' (subtended by chord S57-34-29E 141.43') to a point; 3) with the arc of a curve to the left having a radius of 201.39' an arc length of 139.96'

(subtended by chord S78-49-30E 137.16') to a point; 4) n73-54-26e 777.73' to a rebar set at the right-of-way intersection of Arrowood Avenue and the western right-of-way of SC Highway 521; Thence 6 calls with the western right-of-way of SC Highway 521; 1) S23-22-23E 73.98' to a point; 2) S22-20-22E 40.45' to a point; 3) S22-24-13E 94.34' to a point; 4) S22-57-16E 18.12' to a point; 5) S67-25-18W 5.00' to a point; 6) S22-32-48E 213.88' to a point in Camp Creek; Thence 11 calls with Camp Creek; 1) S46-37-33W 108.21' to a point; 2) S59-40-58W 119.66' to a point; 3) S79-41-31W 78.19' to a point; 4) S75-29-50W 101.60' to a point; 5) S61-36-45W 71.86' to a point; 6) S50-17-17W 41.30' to a point; 7) S29-56-04W 35.36' to a point; 8) S22-14-54W 36.09' to a point; 9) S31-10-53W 63.19' to a point; 10) S38-05-03W 68.17' to a point; 11) S39-32-51W 64.04' to a point, the northeast corner of the Raymon E. Chisom & Kathi W. Chisom property; Thence with the northern line of the Raymon E. Chisom & Kathi W. Chisom property N66-05-21W 308.10' (passing through a #4 rebar found at 15.00') to a #4 rebar found, the Point of Beginning.

Derivation: This being the same property as recorded in Deed: J13-166 and recorded in the Lancaster County, South Carolina. Register of Deed Office.

Tax Map No.: 0062-00-004.01

The property shall have an interim zoning classification of B-3 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 11th day of October 2022, and to become effective October 11, 2022.

Yeas _____ Nays _____

Requested by:

D.R. Horton

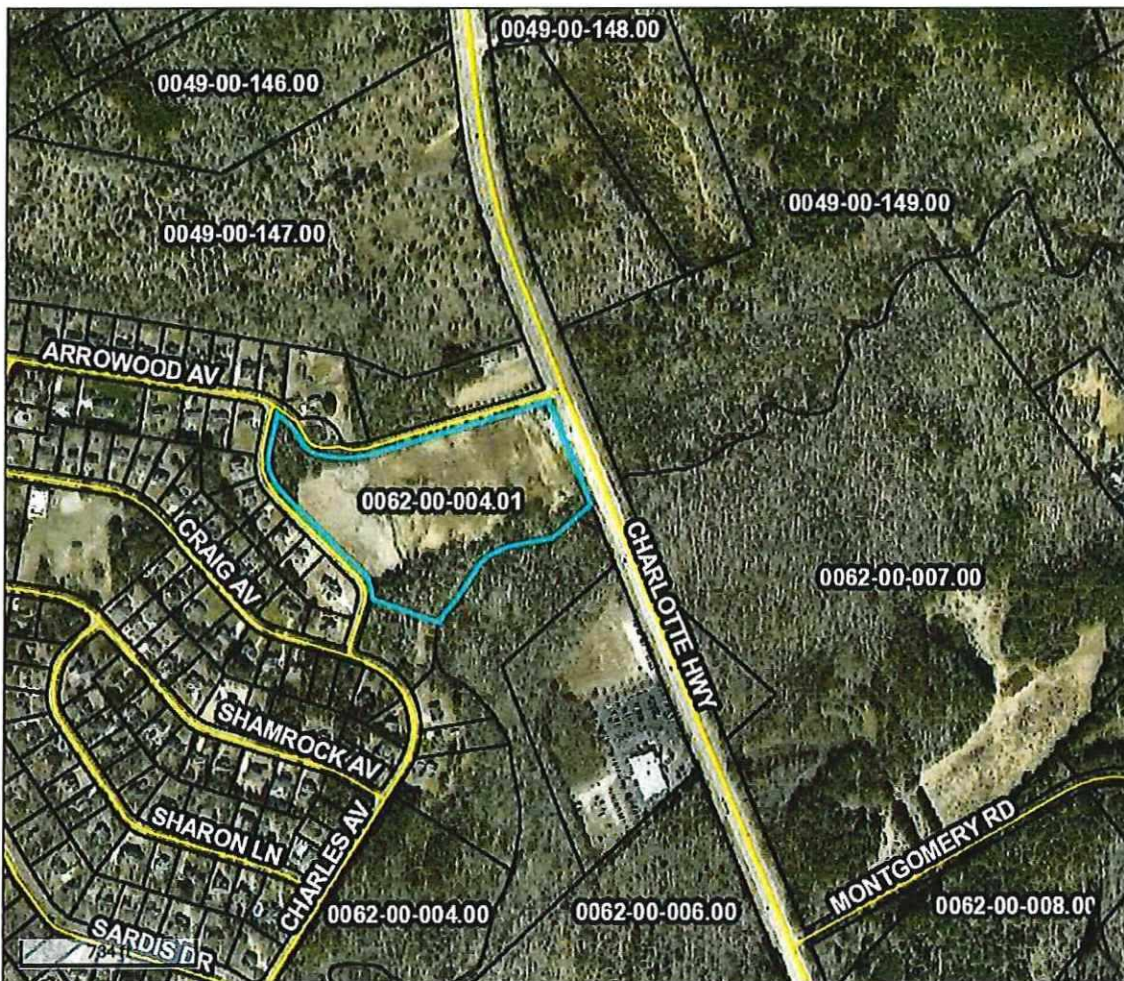
T. Alston DeVenny, Mayor

Approved as to Form:

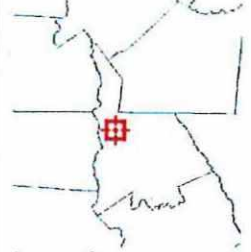
Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk



First Reading: September 27, 2022
Second Reading: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0062-00-004.01	Owner	CHISOM RAYMON E & KATHI W	Last 2 Sales			
Class Code	Non Qualified Commercial		1930 FAIRWAY DR	Date	Price	Reason	Qual
Taxing	County		LANCASTER, SC 29720	6/5/1998	\$77000	TRUE SALE	Q
District	INDIAN LAND	Physical Address	2081 CHARLOTTE HWY	n/a	0	n/a	n/a
Land Size	13.5 ACRES	Assessed Value					

(Note: Not to be used on legal documents)

Date created: 8/30/2022

Last Data Uploaded: 8/30/2022 7:34:45 AM

Developed by  **Schneider**
GEOSPATIAL

0004702 Bk: 0012 Pg: 0039

When recorded return to:

Bell, Tindal & Freeland, PA
 P.O. Box 867
 312 North Main Street
 Lancaster, SC 29721

FILED, RECORDED, INDEXED
 06/08/1998 01:10:50PM
 Rec Fee: 10.00 St Fee: 200.00
 Co Fee: 84.70 Pages: 5
 Clerk of Court
 VERNON MCANUS

DEED PREPARED ONLY
 TITLE NOT EXAMINED

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA,)

TITLE TO REAL ESTATE

COUNTY OF LANCASTER.)

KNOW ALL MEN BY THESE PRESENTS, THAT CHARLES R. WALTERS and CHERYL Y. WALTERS hereinafter referred to as grantor for and in consideration of the sum of **SEVENTY SEVEN THOUSAND AND NO/100 (\$77,000.00) DOLLARS** to grantor paid by **RAYMON E. CHISOM and KATHI W. CHISOM** hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"ALL that certain piece, parcel or lot of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, in a subdivision known as Arrowood Estates, lying on the West side of U. S. Highway 521, containing thirteen and one-half (13 1/2) acres, more or less," and being further described as follows: BEGINNING at a point in the southwestern corner of the intersection of Arrowood Avenue and U. S. Highway 521, and running with the southern right of way line of Arrowood Avenue for a distance of approximately 1,250 feet to a point in the southeastern most corner of the intersection of Arrowood Avenue and Charles Avenue; thence running with the eastern right of way line of Charles Avenue to the point at which the bearing of the eastern right of way line of Charles Avenue is South 50 degrees 05 minutes 50 seconds East; thence continuing with the eastern right of way line of Charles Avenue South 50 degrees 05 minutes 50 seconds East for such distance as is required to reach a point where the eastern right of way line of Charles Avenue begins to the curve to the southwest; thence running South 50 degrees 05 minutes 50 seconds East to a point in the center of Camp Creek; thence meandering with the center of and up Camp Creek in generally an easterly direction for a distance of approximately 900 feet to a point at the intersection of the center of Camp Creek and the western right of way line of U. S. Highway 521; thence running with the western right of way line of U. S. Highway 521 in generally a northwestern direction for a distance of approximately 400 feet to a point in the southwestern most corner of the intersection of the western right of way line of U. S. Highway 521 and the southern right of way line of Arrowood Avenue, the point of beginning. Being bounded now or formerly as follows: On the North by Arrowood Avenue on the East by U. S. Highway 521; on the South by Camp Creek; and on the

ASSESSOR'S OFFICE

Date: 6-8-98

Tax Map Code: 62-4.01

or Portion Of:

0004702 Bk: 0012 Pg: 0040

West by Charles Avenue and by other property of Arrowood Estates, Inc. Reference is made to the following plats of survey for a more minute description: (1) Plat of Survey made by R. H. Iseley and J. C. Crumpler, RLS, dated September 1990, entitled "PLAT OF PORTION OF BLOCKS M-L-N-O-IOF ARROWOOD ESTATES, INC." and recorded as Plat Number 12771; (2) Plat of Survey made by R. H. Iseley and M. G. Furr, dated July 7, 1962, entitled "ARROWOOD ESTATE, INC." and recorded in Plat Book 13, page 20. Reference to said plat is craved for a more minute description."

Being property conveyed to Charles R. Walters and Cheryl Y. Walters by deed of Arrowood Estates, Inc. dated September 7, 1995 and recorded September 14, 1995 in the Office of the Clerk of Court for Lancaster County, South Carolina in Deed Book J-13, page 166.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

The Address of the Grantee is:

1930 Fairway Drive
Lancaster, SC 29720

TOGETHER with 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 premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And the Grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs and Assigns, against Grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5th day of June 5, 1998, and in the Two Hundred Twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Patricia S. Evans
Walter H. Hester

Charles R. Walters (SEAL)
CHARLES R. WALTERS
Cheryl Y. Walters (SEAL)
CHERYL Y. WALTERS

0004702 BK: 0012 Pg: 0041

STATE OF SOUTH CAROLINA,)
COUNTY OF LANCASTER.)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 5th day of June, 1998.

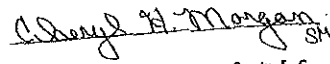

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3-18-2001

RECORDED THIS 8th DAY

OF June, 1998

IN BOOK 0 PAGE C-1


Auditor, Lancaster County, S. C.

0004702 Bk: 0012 Pg: 0042

STATE OF SOUTH CAROLINA)
COUNTY OF Lancaster)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 2081 Charlotte Highway, Lancaster, SC 29720
bearing Lancaster County Tax Map Number _____, was transferred
by Charles R. Walters and Cheryl Y. Walters
to Raymon E. Chisom & Kathi M. Chisom on June 5, 1998

3. Check one of the following: The deed is

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$77,000.00
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$77,000.00
- (b) Place the amount listed in item 5 above here: 0.00
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$77,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$284.908. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Buyer

Page 2 of 2

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Raymon E. Chisom *Kathi W. Chisom*
Responsible Person Connected with the Transaction
Raymon E. Chisom & Kathi W. Chisom

Print or Type Name Here

SWORN to before me this 5th
day of June 19 98
W. S. W. W.
Notary Public for SC
My Commission Expires: 12-29-2002

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the full market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quietclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quietclaim deed.

Annexation Petition – Owners Information and Signature Page

Owners Statement and Assurances

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 or part of the area described on Exhibit A attached hereto 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 City Zoning District Requested on the petition form. I certify that I have received a copy of, understand and agree to the Sections 28-2 and 31-4(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.

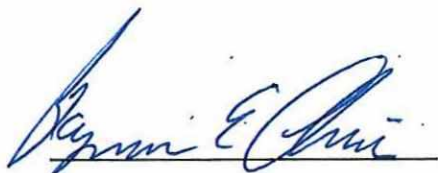
Property Owner Certification

I hereby certify that I have received a copy of the Annexation Petition and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable City ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or (his/her) authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Annexation Petition on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Information

Parcel ID: 0062-00-004.01

Petitioners Name: Raymon E. Chisom and Kathi W.
Mailing Address: Chisom 1930 Fairway Drive
Lancaster, SC 29720
Telephone: 803-804-7787
Email: crowsnestsc@comporium.net



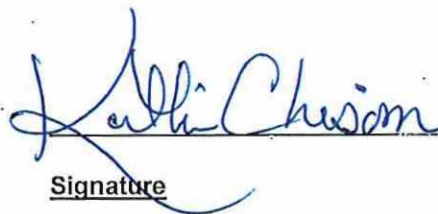
Signature

Raymon E Chisom

Printed Name

08/17/2022

Date



Signature

Kathi Chisom

Printed Name

08/17/2022

Date

June 21, 2022

City of Lancaster Building and Zoning Department
216 S. Catawba Street, PO Box 1149
Lancaster, SC 29721-1149
Phone: 803-283-4253

Re: Central Monroe

We, Raymon E. Chisom and Kathi W. Chisom (property owners of parcel #0062-00-004.01), would like to submit this letter as permission for DR Horton, Inc. to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner or Applicant to the City of Lancaster, SCDHEC, and SCDOT.

Information

Parcel ID: 0062-00-004.01

Petitioners Name: Raymon E. Chisom and Kathi W.
Mailing Address: Chisom 1930 Fairway Drive
Lancaster, SC 29720
Telephone: 803-804-7787
Email: crowsnestsc@comporium.net



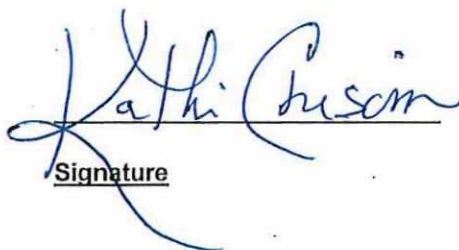
Signature



Printed Name



Date



Signature



Printed Name



Date

ORDINANCE 022-15

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 71.59 ACRES LOCATED IN THE GENERAL VICINITY OF 2080 CHARLOTTE HIGHWAY, AND OWNED BY CENTRAL MONROE, 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 certain parcel of land, situated, lying and being in the Lancaster Township, County of Lancaster, State of South Carolina, and more particularly described as follows:

Commencing at a ¾" square iron found, the southwest corner of Lot 10 of Tabor Hills, the Lora Ann Massey property as shown in Deed:1448-20 recorded in the Lancaster County, SC., Register of Deeds Office, said square iron also being the southwestern corner of Lot 11 of Tabor Hills, the Lora Massey property as shown in Deed: 1325-209 recorded in the Lancaster County, SC., Register of Deeds Office, and said square iron being an angle point of the 521 Property LLC property as shown in Deed:244-138 and recorded in the Lancaster County, SC., Register of Deeds Office and said square iron being the northwest corner of the John E. Craig Jr and Jahannes L M Tromp property as shown in Deed:1021-328 and recorded in the Lancaster County, SC., Register of Deeds Office; Thence S22-41-00E 250.34' to a #5 rebar found the southeast corner of the 521 Property LLC property and the northeast corner of the Central Monroe LLC property as shown in Deed: 285-158 recorded in the Lancaster County SC., Register of Deeds Office, said #5 rebar also being a corner of the John E. Craig Jr and Jahannes L M Tromp property as shown in Deed:1021-328 and recorded in the Lancaster County, SC., Register of Deeds Office and being the Point of Beginning.

Thence from said Point of Beginning with the western line of the John E. Craig Jr and Jahannes L M Tromp property S22-41-12E 1084.43' to a leaf spring found the southwestern corner of the John E. Craig Jr and Jahannes L M Tromp property in the northern line of the Eleanor Craig Edwards property as shown in Deed: G8-182 recorded in the Lancaster County SC., Register of Deeds Office; Thence with the northern line of the Eleanor Craig Edwards property S58-47-49W 242.69' to a ¾" Iron Pipe found, the northwester corner of the Eleanor Craig Edwards property and the northeastern corner of the Michael G. Williams property as shown in Deed:Z-5-2408; Thence with the northern line of the Michael G. Williams property S61-15-48W 811.66' to a 1" flat bar found, the northwestern corner of the Michael G. Williams property; Thence with the western line of the Michael G. Williams property S35-07-33E 335.60' to a point in a creek, the northeast corner of the Snipes Farm LLC property as shown in Deed:440-280 recorded in the Lancaster County SC., Register of Deeds Office; Thence 16 calls with the creek and with the northern line of the Snipes Farm LLC property; 1) S78-00-10W 96.02' to a point; 2) S43-00-10W 113.05' to a point; 3)S24-50-50W 177.16' to a point; 4) S79-29-20W 93.51' to a point; 5) S41-05-50W 64.22' to a point; 6)S05-03-50W 104.30' to a point; 7) S18-05-40W 171.46' to a point; 8) S72-38-50W 101.30 to a point; 9) N67-57-00W 131.83' to a point; 10) S70-40-10W 67.74' to a point; 11) N03-58-15W 85.98' to a point; 12) S70-20-43W 129.08' to a point; 13) S47-35-18W 116.69' to a point; 14) S74-52-50W 166.79' to a point; 15) N84-10-55W 65.00' to a point; 16) S59-56-24W 122.37' to a point on the eastern right-of-way of US Highway 521; Thence 7 calls with the eastern right-of-way of US Highway 521; 1) N22-46-01W 175.38' to a SCDOT right-of-way marker found; 2) S66-08-25W 5.00' to a point; 3)N22-34-42W 242.01' to a SCDOT right-of-way marker found; 4) N66-52-27E 5.07' to a SCDOT right-of-way marker found; 5) N22-28-27W 109.87' to a point; 6) S64-39-04W 5.11' to a point; 7) n22-31-20w 136.72' to a #5 rebar found, the southwest corner of the Adams Lancaster LLC property as shown in Deed: 949-254 recorded in the Lancaster County SC., Register of Deeds Office; Thence leaving the right-of-way with the southern line of the Adams Lancaster LLC property N71-06-07E 549.97' to a 1"iron pipe found, the southeastern corner of the Adams Lancaster LLC property and the southwestern corner of the Charles M Thompson & Peggy J Thompson property as shown in Deed: F6-666 recorded in the Lancaster County SC., Register of Deeds Office; Thence 5 calls with the Charles M Thompson & Peggy J Thompson property; 1) N70-11-30E 293.59' to a 1" iron pipe found; 2) N22-33-31W 1129.35' to a 1-1/2" iron rebar found; 3) N53-20-13W 217.03' to a 1" iron pipe found; 4)S65-30-53W 532.14' to a 1-1/2" iron rebar found; 5) S65-30-53W 8.14' to appoint in the eastern right-of-way of SC Highway 521; Thence 5 calls with the eastern right-of-way of SC Highway 521; 1) N06-55-35W 26.17' to a SCDOT right-of-way marker found; 2) N60-11-50E 7.63' to a SCDOT right-of-way marker found; 3) N07-02-54W 215.00' to a SCDOT right-of-way marker found; 4) S81-31-48W 6.65' to a point; 5) N06-47-50W 64.02' to a #5 rebar found the southwest corner of the 521 Property LLC property; Thence 2 calls with the southern line of the 521 Property LLC property; 1) N75-20-49E 530.57' to a 1" pipe found; 2) N75-46-08E 1704.41' to a #5 rebar found, the Point of Beginning.

Derivation: This being the same property as recorded in Deed: 285-158 and recorded in the Lancaster County, South Carolina. Register of Deed Office.

Tax Map No.: 0049-00-149.00

The property shall have an interim zoning classification of R-15 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 11th day of October 2022, and to become effective October 11, 2022.

Yeas _____ Nays _____

Requested by:

D.R. Horton

T. Alston DeVenny, Mayor

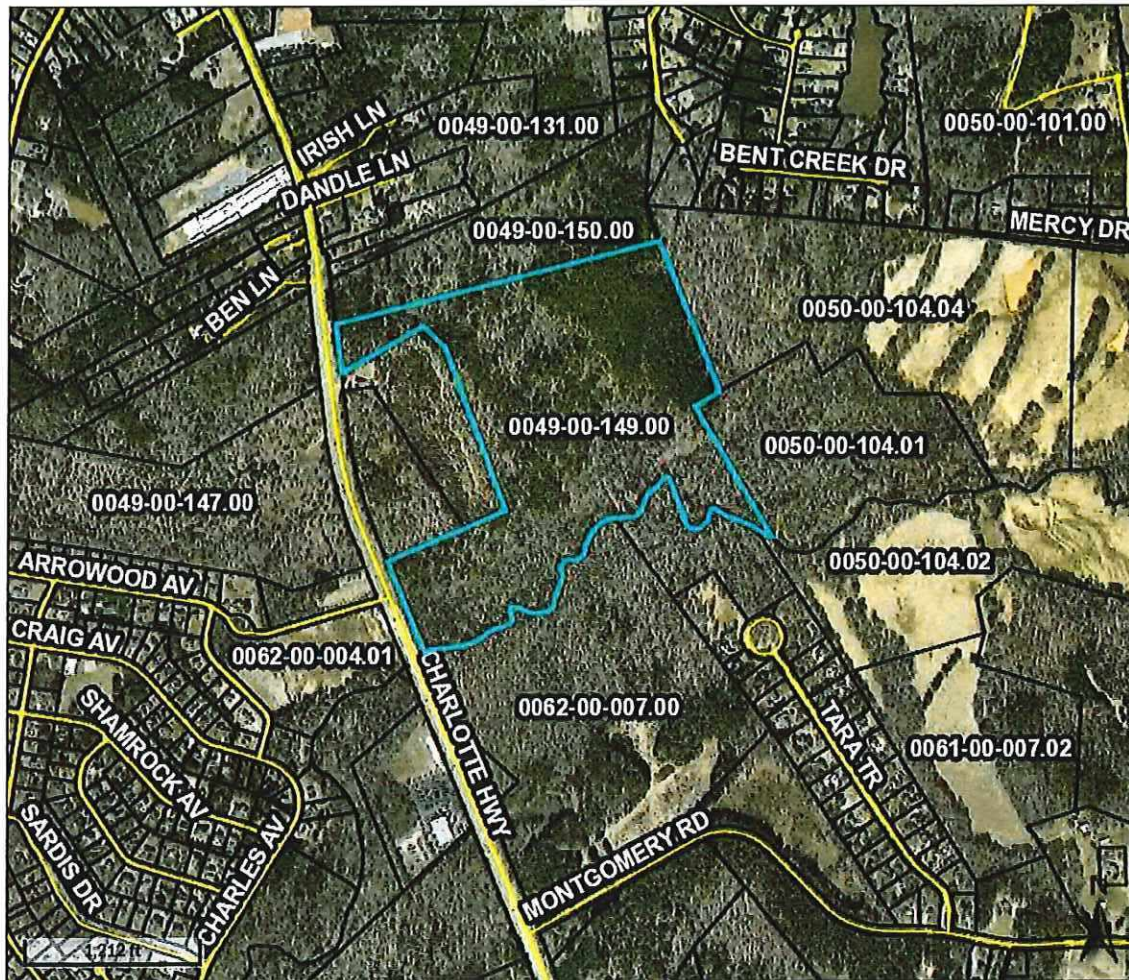
Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk

First Reading: September 27, 2022

Second Reading: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0049-00-149.00	Owner	CENTRAL MONROE LLC	Last 2 Sales			
Class Code	Qualified Agricultural		3048 SHERMAN DR LANCASTER, SC 29720	Date	Price	Reason	Qual
Taxing	County	Physical	CHARLOTTE HWY	6/1/2005	\$650000	TRUE	Q
District	LANCASTER	Address		n/a	0	SALE	n/a
Land Size	71.59	Assessed Value	Value \$349				

(Note: Not to be used on legal documents)

Date created: 8/30/2022

Last Data Uploaded: 8/30/2022 7:34:45 AM

Developed by  **Schneider**
GEOSPATIAL

RECORDED THIS 1st DAYOF June, 2005IN BOOK 0 PAGE C-01

When recorded return to:

Bell, Tindal & Freeland, PA

P.O. Box 867

312 North Main Street

Lancaster, SC 29721

Auditor, Lancaster County, S. C.

0001969 Bk: 00285 Pg: 00158

FILED, RECORDED, INDEXED

06/01/2005 05:00PM

Rec Fee: 10.00

St Fees: 1,690.00

Co Fee: 715.00

Pages: 3

Register of Deeds

LANCASTER COUNTY, SC

(Space Above This Line For Recording Data)

STATE OF SOUTH CAROLINA,)

COUNTY OF LANCASTER.)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT CENTRAL UNITED METHODIST CHURCH OF MONROE, INC., one in the same and formerly known as CENTRAL UNITED METHODIST CHURCH OF MONROE NORTH CAROLINA hereinafter referred to as grantor for and in consideration of the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 (\$650,000.00) DOLLARS to grantor paid by CENTRAL MONROE, LLC hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"ALL that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, on the east side of U. S. Highway 521, containing seventy one and fifty-nine hundredths (71.59) acres, more or less, and being shown, described, and designated as "Tract #2" on plat of survey made by Wm. Charles Hendley Jr. Land Surveying, dated October 1, 1999, entitled "Boundary Survey for B. E. Steele" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 298. Reference to said plat is craved for a more minute description."

Being the property devised to Central United Methodist Church of Monroe North Carolina under the Last Will and Testament of Benjamin Eugene Steele, deceased, who died testate a resident of Lancaster County, South Carolina, on January 24, 2001, and whose estate is administered in the Office of the Probate Court for Lancaster County, South Carolina in File Number 2001ES2900418; see also Deed of Distribution recorded in Deed Book 161 at Page 56.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

ASSESSOR'S OFFICE

Received

6-2-05

Assess Code

49-149.00

Ex. Version Of

The Address of the Grantee is:

1318 Somerset Drive
Lancaster, SC 29720

TOGETHER with 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 premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And the Grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs and Assigns, against Grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 1st day of June, 2005, and in the Two Hundred Twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CENTRAL UNITED METHODIST CHURCH OF
MONROE, INC., one in the same as and formerly
known as CENTRAL UNITED METHODIST
CHURCH OF MONROE NORTH CAROLINA

BY: Ken Hill (SEAL)
Ken Hill, Trustee and Chairman of the Board
of Trustees

BY: Don Richardson (SEAL)
Don Richardson, Trustee

Ken Hill
Don Richardson

STATE OF SOUTH CAROLINA,)
)
COUNTY OF LANCASTER.)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 1st day of June, 2005.

Robert S. Green

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 6-11-13

Annexation Petition – Owners Information and Signature Page

Owners Statement and Assurances

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 or part of the area described on Exhibit A attached hereto 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 City Zoning District Requested on the petition form. I certify that I have received a copy of, understand and agree to the Sections 28-2 and 31-4(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.

Property Owner Certification

I hereby certify that I have received a copy of the Annexation Petition and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable City ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or (his/her) authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Annexation Petition on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Information

Parcel ID:	0049-00-149.00
Petitioners Name:	Central Monroe, LLC
Contact Name:	Malcom Edwards
Mailing Address:	3048 Sherman Drive Lancaster, SC 29720
Telephone:	803-285-4333
Email:	macmdeye@gmail.com



Signature

Malcolm Edwards

Printed Name

9-14-2022

Date

June 21, 2022

City of Lancaster Building and Zoning Department
216 S. Catawba Street, PO Box 1149
Lancaster, SC 29721-1149
Phone: 803-283-4253

Re: Central Monroe

As an authorized agent of Central Monroe, LLC (property owner of parcel #0049-00-149.00), would like to submit this letter as permission for DR Horton, Inc. to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner or Applicant to the City of Lancaster, SCDHEC, and SCDOT.

Information

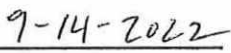
Parcel ID:	0049-00-149.00
Petitioners Name:	Central Monroe, LLC
Contact Name:	Malcolm Edwards
Mailing Address:	3048 Sherman Drive Lancaster, SC 29720
Telephone:	803-285-4333
Email:	macmdeye@gmail.com



Signature



Printed Name



Date

ORDINANCE 022-16

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 12.58 ACRES LOCATED AT 2120 CHARLOTTE HIGHWAY, AND OWNED BY CHARLES M & PEGGY J THOMPSON

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 part of the City of Lancaster.

ALL that certain parcel of land, situated, lying and being in the Lancaster Township, County of Lancaster, State of South Carolina, and more particularly described as follows:

Beginning at a 1" iron pipe found the southeast corner of the Adams Lancaster LLC property as shown in Deed: 949-254, being also the southwest corner of the Charles M Thompson & Peggy J Thompson property as shown in Deed: F6-666 recorded in the Lancaster County SC., Register of Deeds Office.

Thence from said Point of Beginning 5 calls with the Charles M Thompson & Peggy J Thompson property; 1) N70-11-30E 293.59' to a 1" iron pipe found; 2) N22-33-31W 1129.35' to a 1-1/2" iron rebar found; 3) N53-20-13W 217.03' to a 1" iron pipe found; 4) S65-30-53W 532.14' to a 1-1/2" iron rebar found; 5) S65-30-53W 8.14' to appoint in the eastern right-of-way of SC Highway 521; Thence with the eastern right-of-way of SC Highway 521 S06-49-54E 154.51' to a point, the northwestern corner of the Adams Lancaster LLC property as shown in Deed: 949-254 recorded in the Lancaster County SC., Register of Deeds Office;; Thence leaving the right-of-way of SC Highway 521 two calls with the Adams Lancaster LLC property; 1) N86-55-54E 106.35' to a point; 2) S37-47-36E 1139.39' to a 1" iron pipe found, the Point of Beginning.

Derivation: This being the same property as recorded in Deed: F6-666 and recorded in the Lancaster County, South Carolina. Register of Deed Office.

Tax Map No.: 0049-00-148.00

The property shall have an interim zoning classification of R-15 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 11th day of October 2022, and to become effective October 11, 2022.

Yeas _____ Nays _____

Requested by:

D.R. Horton

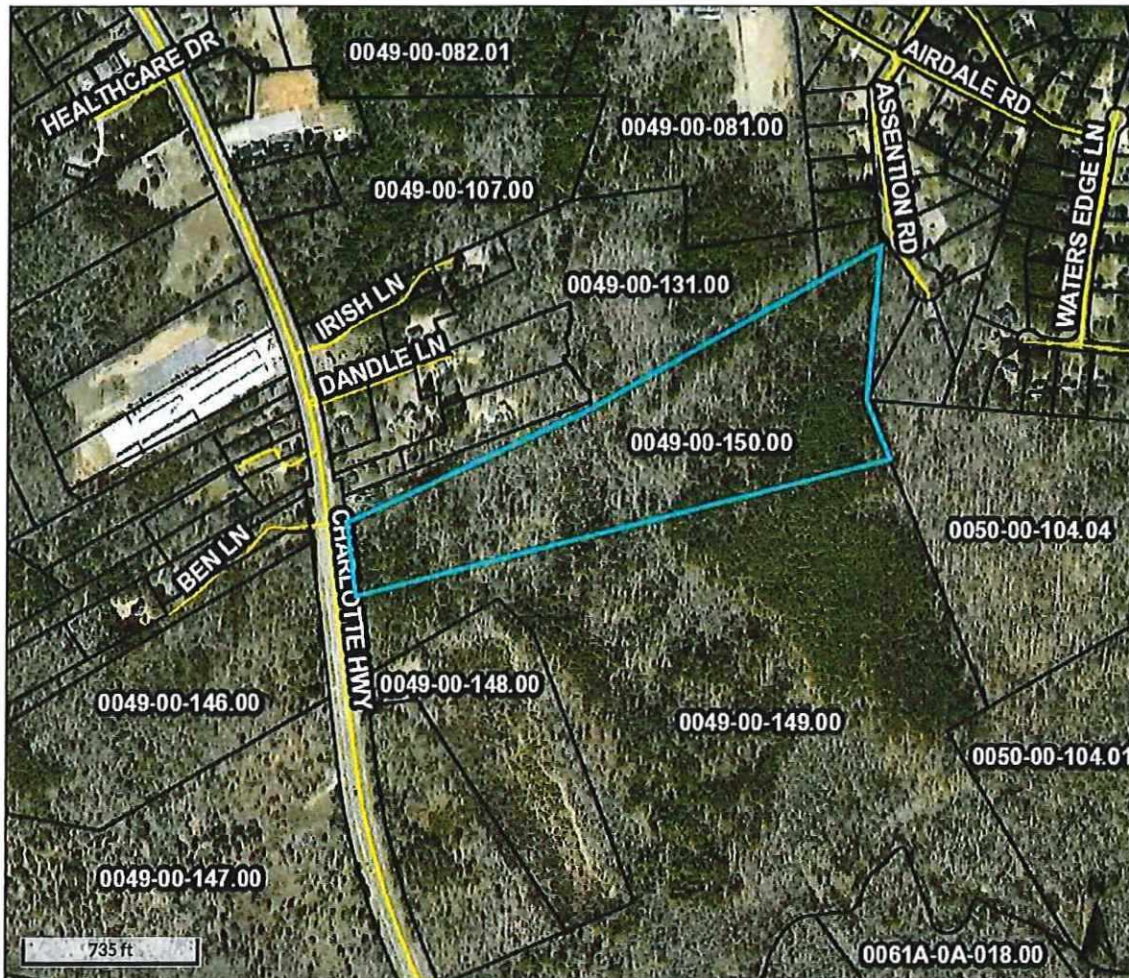
T. Alston DeVenny, Mayor

Approved as to Form:

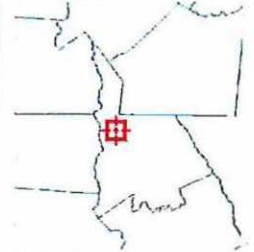
Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk



First Reading: September 27, 2022
Second Reading: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0049-00-150.00	Owner	521 PROPERTY LLC	Last 2 Sales			
Class Code	Corporate Agriculture Use		3048 SHERMAN DR	Date	Price	Reason	Qual
			LANCASTER, SC	7/13/2004	\$330000	TRUE	Q
Taxing	County		29720			SALE	
District	INDIAN LAND	Physical	CHARLOTTE HWY	n/a	0	n/a	n/a
Land Size	29	Address					
	CROP/TIMBER	Assessed Value	Value \$212				

(Note: Not to be used on legal documents)

Date created: 8/30/2022

Last Data Uploaded: 8/30/2022 7:34:45 AM

Developed by  **Schneider**
GEOSPATIAL

State of South Carolina, }
County of Lancaster

TITLE TO REAL ESTATE

Know All Men by These Presents, That I, J. M. Thompson, of Lancaster County, South Carolina,

hereinafter referred to as grantor for and in consideration of the sum of

Five and No/100 (\$5.00) Dollars, love and affection,

Dollars

to grantor paid by Charles M. Thompson and Peggy J. Thompson

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, consisting of one lot of land containing one-third (1/3) of an acre, more or less, and the said lot is bounded now of formerly as follows: On the North by lands of John Steele; East by lands of J. J. Montgomery; South by lands of The Adams Estate; and on the West by a Paved Highway, designated as State Highway No. 521. Said lot being more fully described by a plat made December 30, 1946, by A. N. Joyner."

Being the identical property conveyed to Grantor herein by deed of Mrs. Lois Adams Belk, and Mrs. Juanita Adams Tucker, dated January 4, 1947 and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Deed Book V-3 at Page 273.

ALSO: "All that certain piece, parcel or lot of land, lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, containing 12 1/4 (twelve and one-quarter) acres as shown by plat of J. H. Mobley, Surveyor, dated March 2, 1931, and recorded in the Office of the Clerk of Court for Lancaster County in Deed Book Z at Page 313."

Being property conveyed to Ruth Montgomery Thompson and J. Melvin Thompson by deed recorded in Deed Book L-3 at Page 441. Thereafter Ruth Montgomery Thompson conveyed her 1/2 interest to J. Melvin Thompson by deed dated April 26, 1978 and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Deed Book Z-5 at Page 148.

Grantees' Address: Route 1, Box 59
Lancaster, South Carolina 29720

ASSESSOR'S OFFICE

Received 9-28-84
Tax Map Code 49 @ 148
Or Portion Of _____

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

TOGETHER with 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 premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 21st day of September, 1984, and in the two hundred and ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Carol McManus
Witness

Walter F. Ballard
Witness

J. M. Thompson
J. M. Thompson (Seal)

(Seal)

(Seal)

STATE OF SOUTH CAROLINA, }
County of Lancaster.

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the Grantor sign, seal and, as grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness above, witnessed the execution thereof.

SWORN to before me, this

21st day of September 1984.
Walter F. Ballard (Seal)
Notary Public of South Carolina

Carol McManus
same Witness

My Commission Expires: 9/24/89

STATE OF SOUTH CAROLINA, }
County of Lancaster.

RENUNCIATION OF DOWER

I, the undersigned Notary Public, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that the undersigned, wife of the grantor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named grantee and grantee's heirs, successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this

day of _____, 19_____
(Seal)

Notary Public of South Carolina

My Commission Expires:

State of South Carolina,
County of Lancaster

J. MELVIN THOMPSON

TO

CHARLES M. THOMPSON and
PEGGY J. THOMPSON

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at _____ M.o'clock on the 21st day of Sept. 1984, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page 666

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this _____ day of _____, A.D. 19_____, Recorded in Book _____ of Deeds, page _____

Auditor
of the State and County aforesaid.

Annexation Petition – Owners Information and Signature Page

Owners Statement and Assurances

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 or part of the area described on Exhibit A attached hereto 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 City Zoning District Requested on the petition form. I certify that I have received a copy of, understand and agree to the Sections 28-2 and 31-4(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.

Property Owner Certification

I hereby certify that I have received a copy of the Annexation Petition and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable City ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or (his/her) authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Annexation Petition on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Information

Parcel ID: 0049-00-148.00

Petitioners Name: Jim Thompson (Power of Attorney)
Charles M. Thompson and Peggy J Thompson

Mailing Address: 625 Westglen Place
Lancaster, SC 29720

Telephone: 336-736-9601

Email: jm3thompson@aol.com

James P. Thompson JAMES P. THOMPSON 9/16/22

Signature Printed Name Date

June 21, 2022


City of Lancaster Building and Zoning Department
216 S. Catawba Street, PO Box 1149
Lancaster, SC 29721-1149
Phone: 803-283-4253

Re: Central Monroe

We, Charles M. Thompson and Peggy J Thompson (property owners of parcel #0049-00-148.00), would like to submit this letter as permission for DR Horton, Inc. to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner or Applicant to the City of Lancaster, SCDHEC, and SCDOT.

Information

Parcel ID:	0049-00-148.00
Petitioners Name:	Jim Thompson (Power of Attorney) Charles M. Thompson and Peggy J Thompson
Mailing Address:	625 Westglen Place Lancaster, SC 29720
Telephone:	336-736-9601
Email:	jm3thompson@aol.com

	<u>JAMES P THOMPSON</u>	<u>9/16/22</u>
<u>Signature</u>	<u>Printed Name</u>	<u>Date</u>

ORDINANCE 022-17

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 29.0 ACRES LOCATED IN THE GENERAL VICINITY OF 2250 CHARLOTTE HIGHWAY, AND OWNED BY 521 PROPERTY, 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 part of the City of Lancaster.

ALL that certain parcel of land, situated, lying and being in the Lancaster Township, County of Lancaster, State of South Carolina, and more particularly described as follows:

Beginning at a ¾" square iron found, the southwest corner of Lot10 of Tabor Hills, the Lora Ann Massey property as shown in Deed:1448-20 recorded in the Lancaster County, SC., Register of Deeds Office, said square iron also being the southwestern corner of Lot 11 of Tabor Hills, the Lora Massey property as shown in Deed: 1325-209 recorded in the Lancaster County, SC., Register of Deeds Office, and said square iron being an angle point of the 521 Property LLC property as shown in Deed:244-138 and recorded in the Lancaster County, SC., Register of Deeds Office and said square iron being the northwest corner of the John E. Craig Jr and Jahannes L M Tromp property as shown in Deed:1021-328 and recorded in the Lancaster County, SC., Register of Deeds Office.

Thence from said Point of Beginning S22-41-00E 250.34' to a #5 rebar found, the northeast corner of the Central Monroe LLC property as shown in Deed:285-158 recorded in the Lancaster County, SC., Register of Deeds Office; Thence with the northern line of the Central Monroe LLC property S75-46-08W 1704.41' to a 1" pipe found; Thence S75-20-49W 530.57' to a #5 rebar found the northeast corner of the northwest corner of the Central Monroe LLC property on the eastern right-of-way of SC Hwy 521; Thence 3 calls with the eastern right-of-way of SC Hwy 521; 1) N07-08-56W 91.20' to a SC right-of-way marker found; 2) Thence S82-18-22W 24.22'

to a point; 3) Thence N06-50-06W 209.08' to a point; Thence leaving the right-of-way of SC Hwy 521 five calls with the southern line of the Jeffrey Morris Ghent & Jean Marie Ghent property as shown in Deed: 686-35 recorded in the Lancaster SC., Register of Deeds Office 1) N84-30-44E 43.97' to a point; 2) Thence N63-27-04E 462.86' passing through a stone found at 10.48', to a #4 iron pin found; 3) N65-10-20E 17.05' to a #4 rebar found; 4) N62-46-38E 94.58' to a #4 rebar found; 5) N62-46-01E 446.16' to a ¾" iron found, the southeastern corner of the Robert Wayne Vick and Karon Elaine V Furr property as shown In Deed: 838-307 recorded in the Lancaster County, SC., Register of Deeds Office; Thence with the southern line of the Robert Wayne Vick and Karon Elaine V Furr property N62-59-55E 1104.60' to a ½" iron rod found, the southwestern corner of Lot 12 of Tabor Hills as shown in Deed: 1466-240; Thence with the southern line of Lot 12 of Tabor Hills N63-00-54E 291.00' to a ½" iron rod found, the southeast corner of Lot 12 of Tabor Hills and the northwest corner of Lot 11 of Tabor Hills; Thence with the western line of Lot 11 of Tabor Hills S06-24-30W 613.70' TO A ¾" Square iron found, the Point of Beginning.

Derivation: This being the same property as recorded in Deed: 244-138 and recorded in the Lancaster County, South Carolina. Register of Deed Office.

Tax Map No.: 0049-00-150.00

The property shall have an interim zoning classification of R-15 pending rezoning pursuant to the Zoning Ordinance.

DONE IN MEETING ASSEMBLED on the 11th day of October 2022, and to become effective October 11, 2022.

Yeas _____ Nays _____

Requested by:

D.R. Horton

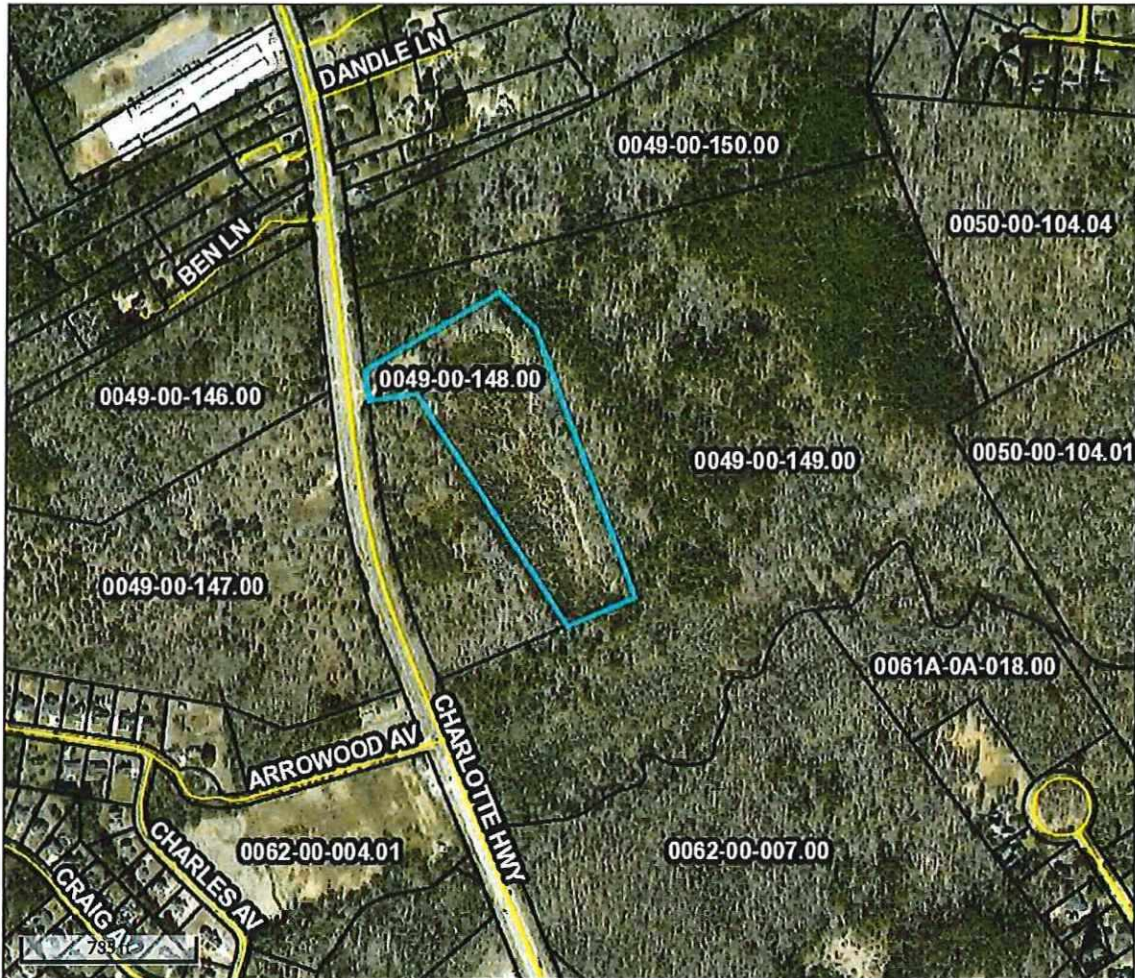
T. Alston DeVenny, Mayor

Approved as to Form:

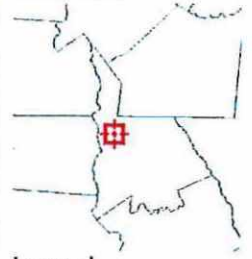
Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk



First Reading: September 27, 2022
Second Reading: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0049-00-148.00	Owner	THOMPSON CHARLES M & PEGGY	Last 2 Sales			
Class Code	Non Qualified		J	Date	Price	Reason	Qual
	Residential		625 WESTGLEN PL	9/21/1984	\$5	n/a	U
Taxing	County		LANCASTER, SC 29720	n/a	0	n/a	n/a
District	LANCASTER	Physical	2120 CHARLOTTE HWY				
Land Size	12.58	ACRES	Address				
		Assessed Value	Value	\$57			

(Note: Not to be used on legal documents)

Date created: 8/30/2022

Last Data Uploaded: 8/30/2022 7:34:45 AM

Developed by  **Schneider**
GEOSPATIAL

RECORDED THIS 14th DAY

OF July 20 04

IN BOOK 0 PAGE 501

Bk: 00244 Pg: 00138

116

When recorded return to:

Bell, Tindal & Freeland, PA
P.O. Box 867
312 North Main Street
Lancaster, SC 29721

Cheryl J. Morgan

FILED, RECORDED, INDEXED
07/14/2004 09:32AM
Auditor, Lancaster County
Co Fee: \$10.00 St Fees: \$58.00
Co Fee: \$63.00 Pages: 3
Register of Deeds
LANCASTER COUNTY, SC

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA,)

COUNTY OF LANCASTER.)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT MARGARET EDNA STEELE hereinafter referred to as grantor for and in consideration of the sum of THREE HUNDRED THIRTY THOUSAND AND NO/100 (\$330,000.00) DOLLARS to grantor paid by **521 PROPERTY, LLC** hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"All that piece, parcel or lot of land, with buildings and improvements thereon, lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, on the East side of U. S. Highway 521, containing 29 acres, more or less and is more minutely described on Plat of Survey made by F. E. Kerr, Jr., November 22, 1958 as Tract No. 1 on above Plat entitled "The Estate of Mrs. Mittie D. Steele." Beginning at a point on said Highway and running thence with said Highway N 5-44 W 320.7 feet; thence along line of Ghent N 87-41 E 86.4 feet to a rock; thence N 66-40 E 479.9 feet to a rock; thence with line of Vick N 63-43 E 1938.6 feet to a point; thence with line of Poag S 7-32 W 612.9 feet; thence S 21-36 E 250 feet; thence N 75-50 E 1714.6 feet; thence N 75-23 E. 603.5 feet to the beginning point. Being bounded, now or formerly, on the North by lands of Ghent and Vick; East by Poag lands; South by lands of Benjamin Eugene Steele and Cora S. Steele and on the West by U. S. Highway 521. Said Plat being recorded in Plat Book 10, at Page 45 for which reference is hereby made."

Being the property conveyed to Margaret Edna Steele by deed from Lee O. Montgomery, Clerk of Court dated December 10, 1958, recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book T-4 at Page 426.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

ASSESSOR'S OFFICE

Received 7-15-04
Tax Map No. 29-150.00
Or Portion Of _____

The Address of the Grantee is:

1318 Somerset Drive
Lancaster, SC 29720

TOGETHER with 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 premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And the Grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs and Assigns, against Grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 13th day of July, 2004, and in the Two Hundred Twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


[Signature]
[Signature]
[Signature]
[Signature]

Margaret Edna Steele (SEAL)
MARGARET EDNA STEELE
Margaret Edna Steele by her
attorney in fact Noel M. Hurley, Sr. (SEAL)
MARGARET EDNA STEELE, by her
Attorney-in-fact NOEL M. HURLEY, SR.
by Power of Attorney recorded in the Office of
the Register of Deeds for Lancaster County, South
Carolina in Deed Book 77 at Page 278

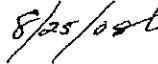
STATE OF SOUTH CAROLINA,)
)
COUNTY OF LANCASTER.)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 13th day of July, 2004.


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

 8/25/08

Annexation Petition – Owners Information and Signature Page

Owners Statement and Assurances

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 or part of the area described on Exhibit A attached hereto 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 City Zoning District Requested on the petition form. I certify that I have received a copy of, understand and agree to the Sections 28-2 and 31-4(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.

Property Owner Certification

I hereby certify that I have received a copy of the Annexation Petition and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable City ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or (his/her) authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Annexation Petition on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Information

Parcel ID: 0049-00-150.00

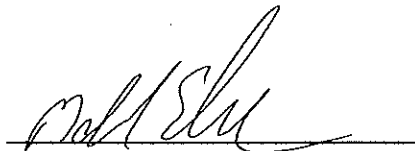
Petitioners Name: 521 Property, LLC

Contact Name: Malcolm Edwards

Mailing Address: 3048 Sherman Drive
Lancaster, SC 29720

Telephone: 803-285-4333

Email: macmdeye@gmail.com



Signature

Malcolm Edwards

Printed Name

9-14-2022

Date

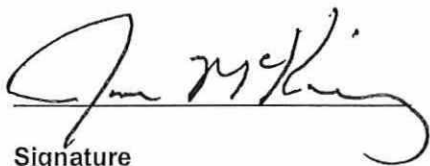
Annexation Petition – Petitioners Information and Signature Page

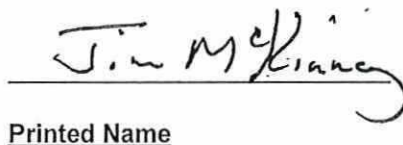
Petitioners Statement and Assurances

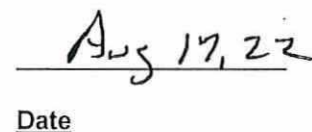
I, the undersigned, pursuant to Section 5-3-150(3) of the Code of Laws of the State of South Carolina, representing to be at least 18 years of age and agent/representative of the attached owners of record and signatory within, do by this petition request that the property described on Exhibit A attached hereto to be annexed in the City of Lancaster, South Carolina, and be classified in the City Zoning District Requested on the petition form. 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.

Information

Petitioners Name: DR Horton
Contact Name: Jim McKinney
Mailing Address: 8025 Arrowridge Boulevard
Charlotte, NC 28273
Telephone: 704-377-2006
Email: JEMcKinney@drhorton.com


Signature


Printed Name


Date