

**CITY OF LANCASTER
REGULAR MEETING
TUESDAY, MAY 23, 2023**



LANCASTER
THE RED ROSE CITY
CITY OF LANCASTER
REGULAR MEETING
TUESDAY, MAY 23, 2023
7:00 PM

- I. **Invocation & Pledge of Allegiance** – Council Member Harris
- II. **Roll Call**
- III. **Citizen Comments***
- IV. **Employee Comments**
- V. **Approval of Minutes**
 - A. Work Session – May 9, 2023 Pg. 1
- VI. **Monthly Reports for April 2023** (*under separate cover*)
- VII. **April Cash Management and Finance Report** Pg. 3
- VIII. **Resolution**
 - A. R23-08 A Resolution Authorizing the Acceptance of a South Carolina Rural Infrastructure Authority South Carolina Infrastructure Investment Program Grant for the Wastewater Treatment Plant Optimization and Flood Proofing (*Ledford*) Pg. 25
 - B. R23-09 A Resolution Authorizing the Application and Local Match Funding Commitment For an Economic Development Administration Disaster Supplemental Assistance Grant For the West Meeting Street Waterline Replacement Project (*Mingo*) Pg. 41
 - C. R23-10 A Resolution Authorizing the City Administrator to Execute a Contract for Third-Party Revenue Recovery of Delinquent Business License Fees with HdL Companies on Behalf of the City of Lancaster, South Carolina (*Streater*) Pg. 46
- IX. **Ordinance**
 - A. O23-13 (First Reading) An Ordinance to Grant an Easement to Duke Energy Carolinas, LLC on the Southern Portion of Land, Identified as Tax Map #0082D-0K-004.02, and Owned by the City of Lancaster, South Carolina (*Berry*) Pg. 53
 - B. O23-14 (First Reading) An Ordinance to Amend the Official Zoning Map of the City of Lancaster, South Carolina, as to Rezone One Parcel of Land, Identified as a Portion of Tax Map #0062-00-086.01 Totaling 16.15 Acres Located in the General Vicinity of 953 Anderson Drive, and Owned by Homes of Lancaster, LLC (*Streater*) Pg. 60
 - C. O23-15 (First Reading) An Ordinance Annexing into the City of the City of Lancaster, South Carolina One Parcel of Land Totaling 3.0 Acres Located in the General Vicinity of 221 Monroe Highway and Owned by Cindy DePaola (*Streater*) Pg. 91
- X. **Adjournment**

*Persons desiring to speak should notify the City Clerk prior to the beginning of the meeting. All persons wishing to speak must be signed in and present prior to the start 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
WORK SESSION
TUESDAY, MAY 9, 2023

P1

A meeting of the Lancaster City Council was held in the City Hall Council Chambers on Tuesday, May 9, 2023, 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 about the meeting time and place. The meeting was open to the public and streamed live on the City's YouTube channel.

I. Invocation & Pledge of Allegiance

City Attorney Mitch Norrell offered the Invocation and led the Pledge of Allegiance at the request of Council Member Hazel Taylor

II. Roll Call

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

Absent: Council Member Marsh

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

III. Special Presentation

A. Proclaiming May as Mental Health Awareness Month

City Clerk Tracy Rabon presented Council with a Mayoral Proclamation declaring May as Mental Health Awareness Month. Mayor DeVenny presented the Proclamation to Jennifer Laughlin, Outreach Coordinator with NAMI Piedmont Tri-County and thanked her agency for their dedication to the citizens of Lancaster.

IV. Citizen Comments

Melissa Jones Horton of 208 W. Meeting Street addressed Council with concerns regarding active shooters and also questioned the amount of training that police officers receive. Police Chief Roper confirmed that the Police Department and the Lancaster County Sheriff's Office attend training together regularly. Ms. Jones Horton asked Chief Roper if the Department could conduct safety training with small businesses. Chief Roper stated that if the business request safety training, the officers can train on how to address active shooters, medical emergencies, as well as any other concerns the business may have.

Betty Melton of 124 Penny Street thanked Council for their part in assisting in the removal of woody waste that was located in the vacant lot next to her property.

Tindall Yarborough of Wylie Street addressed Council to request additional lighting at the Barr Street football field. Ms. Yarborough also addressed concerns with the growing population of homeless in the City.

V. Employee Comments

There were no employee comments

VI. Approval of Minutes

A. Regular Meeting – April 25, 2023

Motion: To approve the minutes for the Regular Meeting on April 25, 2023

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

Vote: Motion carried by unanimous roll call vote

Action: Approved

VII. Ordinance

- A. *O23-12 (Second Reading) An Ordinance Authorizing and Directing the City of Lancaster, South Carolina to Enter Into an Intergovernmental Agreement Relating to South Carolina Local Revenue Services; To Participate in One or More Local Revenue Service Programs; To Execute and Deliver One or More Participant Program Supplements; And Other Matters Relating Thereto*

Motion: To approve the second reading of O23-12 an Ordinance authorizing and directing the City of Lancaster, South Carolina to enter into an Intergovernmental Agreement relating to South Carolina local revenue services; to participate in one or more local revenue service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto

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

Vote: Motion carried by unanimous roll call vote

Action: Approved

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

- A. *To discuss the City's Hospitality Tax Grant recipients' contracts*

Motion: To enter Executive Session

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

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 Jones, **Seconded by** Council Member Taylor

Vote: Motion carried by unanimous roll call vote

Action: Approved

IX. Adjournment

Motion: To adjourn

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

Vote: Motion carried by unanimous roll call vote

Action: Adjourned

There being no further business, Council adjourned at 7:52 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 April 30, 2023.

The amount shown below for the ARPA fund consists solely of FY 23 Interest income.

GENERAL FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	15,445,313	8,350,131	54.06	-	-
Expenditures	15,445,313	9,948,060	64.41	1,999,853	77.36
Revenues Over (Under) Expenditures	-	(1,597,929)			

HOSPITALITY FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	1,175,280	1,058,985	90.10	-	-
Expenditures	1,175,280	435,183	37.03	146,528	49.50
Revenues Over (Under) Expenditures	-	623,802			

AMERICAN RESCUE FUND SUMMARY (INTEREST INCOME ONLY)

Category	Current Budget	YTD Actual
Revenues	-	71,731
Expenses/Transfers	-	-
Revenues Over (Under) Expenditures	-	71,731

GROSS REVENUE FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	14,714,458	7,486,729	50.88	-	-
Expenses/Transfers	14,714,458	7,651,184	52.00	3,875,792	78.34
Revenues Over (Under) Expenditures	-	(164,455)			

SOLID WASTE FUND SUMMARY

Category	Current Budget	YTD Actual	% Budget Actual	Total Encum	% Budget w/Encum
Revenues	4,885,834	2,322,419	47.53	-	-
Expenses/Transfers	4,885,834	3,670,112	75.12	318,287	81.63
Revenues Over (Under) Expenditures	-	(1,347,693)			

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

City of Lancaster Monthly Financial Report Highlights

General Fund

General Fund revenues for the month are \$1,059,502 compared to revenues of \$618,250 during the same period last year. The difference is due to timing differences in revenue sources.

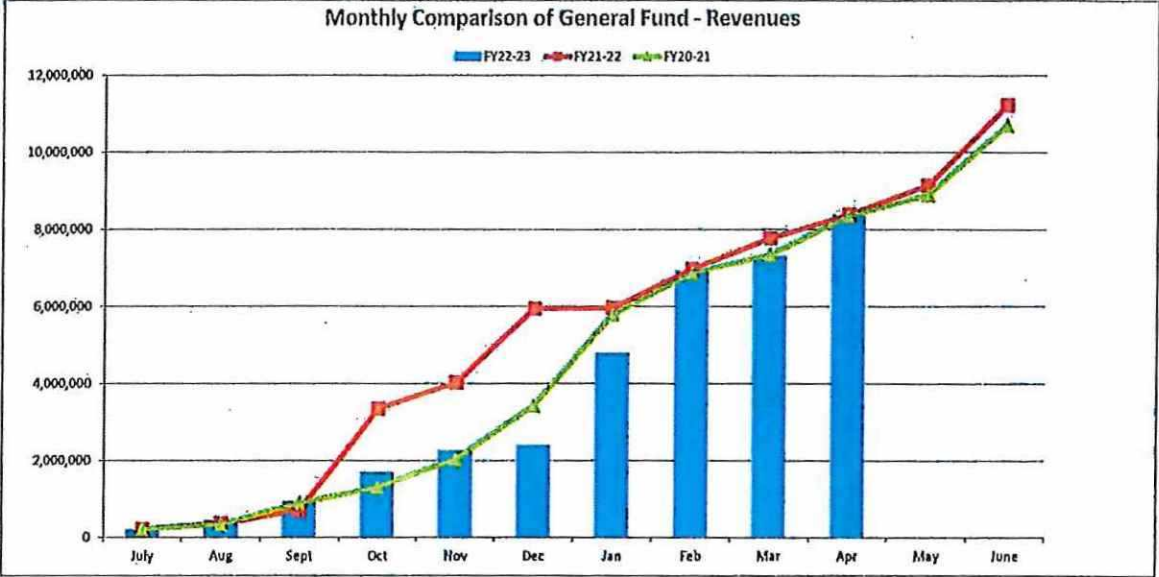
Year-to-date taxes received are \$5,753,524, which is 86.2% of the \$6,675,600 budgeted amount.

General Fund expenditures for the month totaled \$930,713 compared to expenditures of \$789,109 during the same period last year. The difference is mainly due to maintenance expenses. Year to date expenditures include encumbrances of \$1,999,853. Outstanding encumbrances are primarily for CIP, contracted services, and blanket purchase orders. This amount will increase and decrease throughout the year.

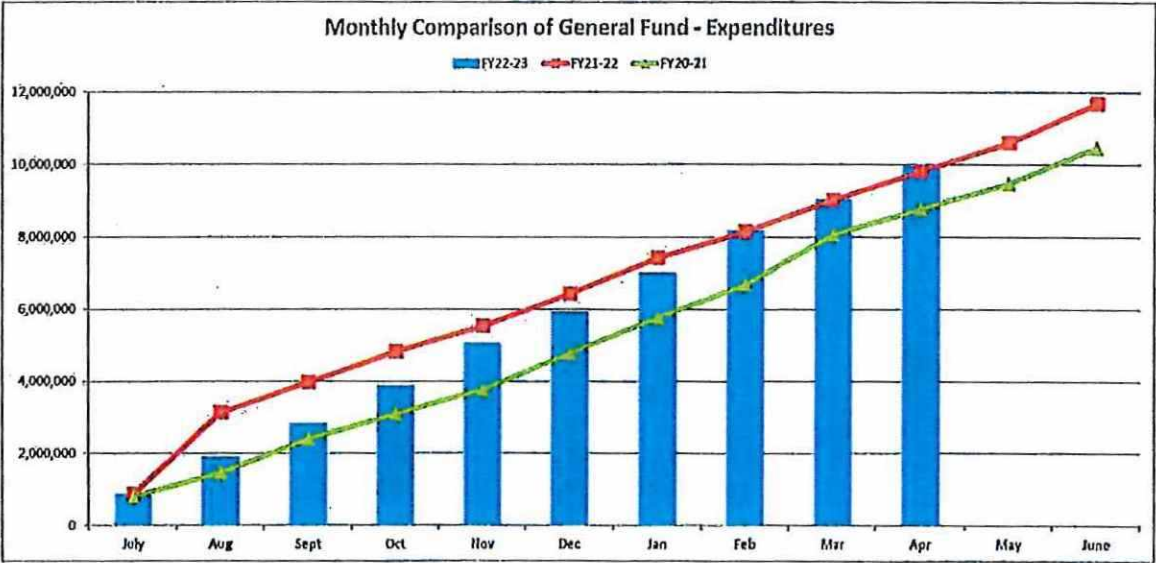
FY 23 Capital Improvement Plan Summary

	FY 23 Budget	YTD Actual	Outstanding Appropriation	Notes
Replacement Vehicle for Risk Safety Mgr	\$ 31,087	\$ 29,359	\$ 1,728	
FD 1 Camera and Keyless Entry	19,000	2,870	16,130	
Executive Timekeeping - Software	20,378	-	20,378	
HVAC Units at City Hall	35,000	42,467	(7,467)	
Bravos eCitation and Collision	35,000	-	35,000	
Compliance Software	15,000	13,696	1,304	
Replacement of Vehicle 580 and Equip.	65,000	45,998	19,002	
Replacement of Vehicle 581 and Equip.	65,000	45,998	19,002	
Replacement of Fire Cameras	22,000	-	22,000	
Improvement to Fire Stabilization Equip.	20,000	1,040	18,960	
Replacement of Fire Station Signage	20,000	-	20,000	
Fire Software Upgrade	15,000	13,060	1,940	
Clinton School - road repairs	15,000	11,900	3,100	
Truck to Replace Vehicle #519	40,000	34,832	5,168	
Zoning Trucks/Equipment (2)	64,000	58,718	5,282	
Building and Zoning Software	12,000	12,000	-	
Constitution Park	22,000	26,400	(4,400)	
Lindsay Pettus Greenway Trail Security	15,000	11,477	3,523	
Police Vehicles and Equipment (six)	390,235	222,000	168,235	
Fire Station Survey	38,000	-	38,000	
Dump Truck (Street)	63,500	64,343	(843)	
Service Truck	87,000	90,179	(3,179)	
Pickup Truck and Equipment (Main)	38,000	-	38,000	
Barr Street Fields	140,000	-	140,000	
40 Taser Units and Cartridges	111,000	98,548	12,452	ARPA
Thermal Imaging Cameras (three)	20,000	19,618	382	ARPA
Taylor Street Drainage Repairs	177,700	81,922	95,778	ARPA
Lyndon Drive Drainage Repairs	147,339	40,506	106,833	ARPA
South Ferguson Street Drainage Study	76,300	24,550	51,750	ARPA
Sidewalk Master Plan	89,500	90,720	(1,220)	ARPA
Sidewalk Repairs	188,000	-	188,000	ARPA
Comprehensive Plan	90,000	22,950	67,050	ARPA
MJC Park Repairs	500,000	46,643	453,357	ARPA
	\$ 2,687,039	\$ 1,151,794	\$ 1,535,245	

Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Collected
8,396,991	8,350,131	(46,860)	15,445,313	54.06



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
9,013,638	9,948,060	134,422	15,445,313	64.41



CASH MANAGEMENT DETAIL

Statement of Monthly Changes in Cash Balances

CITY OF LANCASTER
MTD CASH BALANCES REPORT

PAGE: 1

AS OF: April 30, 2023

	BEGINNING BALANCE	M-T-D DEBITS	M-T-D CREDITS	ENDING BALANCE
100 1-0011-10001 Checking-1st Citizens/GF	3,490,939.56	310,552.98	(458,136.40)	3,343,356.14
100 1-0011-10002 Imprest Acct./1st Citizen	(199,417.07)	1,614.84	(1,731,695.40)	(1,929,497.63)
100 1-0011-10007 ACH Account	100.00	0.00	0.00	100.00
100 1-0017-11601 GF Investments	5,509,397.36	32,309.95	0.00	5,541,707.31
100 1-0017-11602 SCLGIP-Downtown Development	1,428,271.08	0.00	0.00	1,428,271.08
100 1-0011-10004 First Citizens-City Court	0.00	0.00	0.00	0.00
100 1-0011-10006 Drug Fund	172,044.63	7.30	0.00	172,051.93
100 1-0011-10016 Econ Dev Incentive	100,394.08	21.32	0.00	100,405.40
100 1-0011-10018 Tax Rollback	3,161,642.02	244,723.36	0.00	3,406,365.38
100 1-0011-10019 American Rescue Plan	1,233,555.28	0.00	0.00	1,233,555.28
110 1-0011-10301 Hospitality Tax Account	2,895,698.74	103,345.90	0.00	2,999,034.54
115 1-0011-10911 E911 Funds	52,186.55	2,420.60	0.00	54,607.15
121 1-0011-10225 Southside Savings Acct	30,683.78	0.00	0.00	30,683.78
130 1-0011-10500 Fireman's Club Checking	56,453.29	0.00	0.00	56,453.29
140 1-0017-11610 American Rescue Fund	2,319,850.04	0.00	0.00	2,319,850.04
200 1-0011-10102 GR Fund Checking	371,202.62	1,038,512.06	(301.05)	1,409,413.63
200 1-0011-10104 GR ACH Acct	178,330.03	0.00	0.00	178,330.03
200 1-0017-11616 GR Replacement Fund	4,325,824.97	17,832.63	0.00	4,343,657.60
200 1-0017-11619 Series 2000 DSRF	92,921.32	0.00	0.00	92,921.32
200 1-0017-11621 Series 2002 DSRF	67,863.00	0.00	0.00	67,863.00
200 1-0017-11622 Series 2007 DSRF	376,204.52	0.00	0.00	376,204.52
200 1-0017-11617 Series 2016 Erwin Farms DSRF	152,082.17	0.00	0.00	152,082.17
200 1-0017-11623 Series 2017 DSRF	136,378.04	0.00	0.00	136,378.04
200 1-0017-11625 Contingent Fund	2,230,020.82	0.00	0.00	2,230,020.82
200 1-0017-11626 Depreciation Fund	2,223,536.61	0.00	0.00	2,223,536.61
200 1-0017-11627 GR Infrastructure Fee	701,188.10	2,901.10	0.00	704,089.20
210 1-0011-10200 Solid Waste	500,523.98	103,179.66	0.00	603,703.64
210 1-0011-10205 Solid Waste ACH Acct	100.00	0.00	0.00	100.00
210 1-0017-11629 Residential Garbage	506,586.77	0.00	0.00	506,586.77
210 1-0017-11630 Commercial Garbage	497,130.49	0.00	0.00	497,130.49
GRAND TOTAL	32,611,672.78	(1,857,421.60)	(2,190,132.95)	32,278,961.53

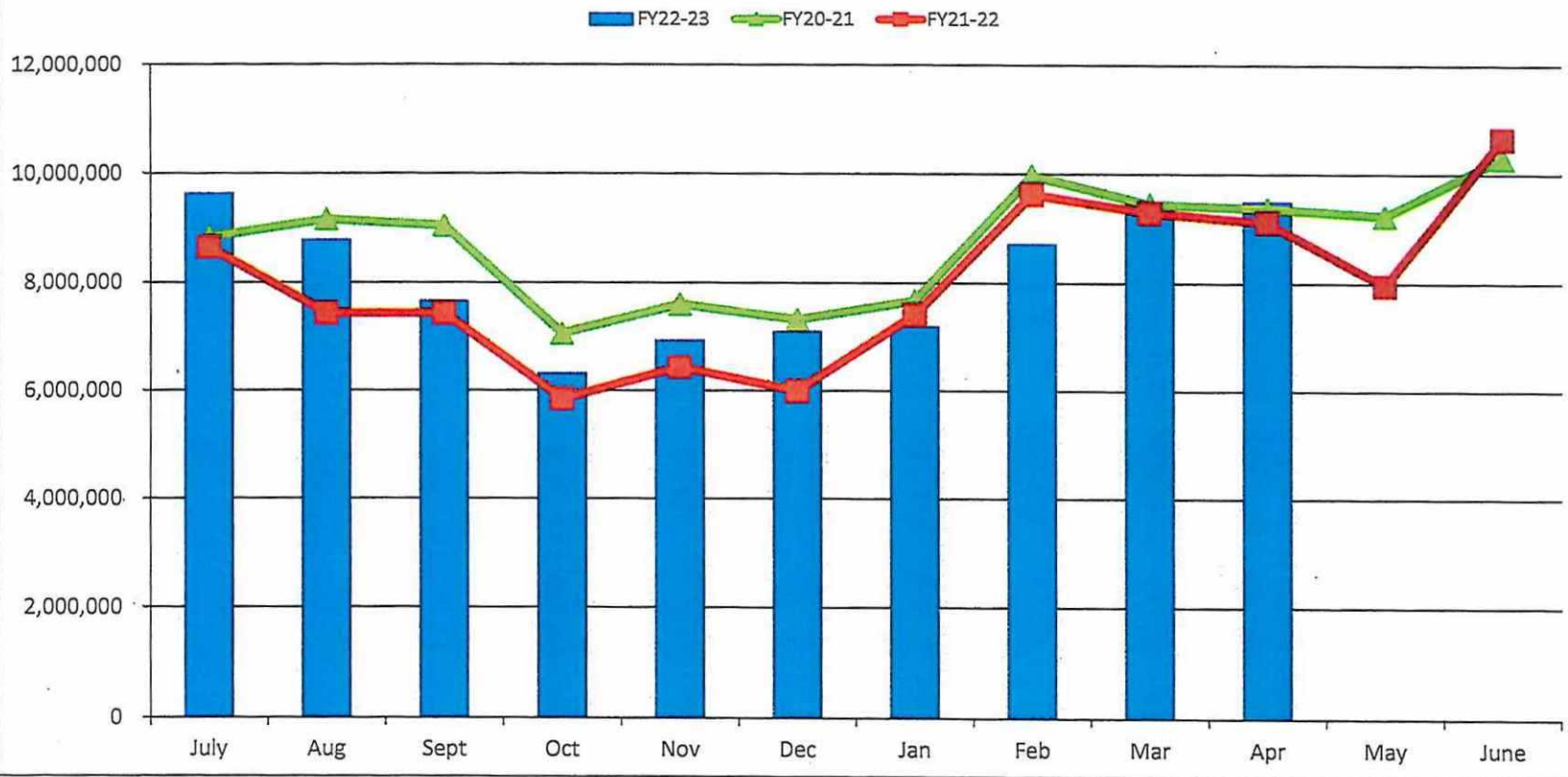
Cash Summary By Fund

	Restricted	Unrestricted	Total Cash
General Fund	6,340,649	9,491,012	15,831,661
Hospitality Tax Fund	3,118,995	-	3,118,995
E911 Fund	54,607	-	54,607
Southside Fund	30,684	-	30,684
Firemen's Fund	56,453	-	56,453
American Rescue Plan Fund	2,347,699	-	2,347,699
Gross Revenue Fund	9,819,188	2,365,426	12,184,614
Solid Waste Fund	-	1,702,737	1,702,737
	<u>21,768,275</u>	<u>13,559,175</u>	<u>35,327,450</u>

			6/30/2022	
Prior Year to Date	Current Year to Date	Difference	GF Unrestricted Cash	Fiscal YTD Difference
9,118,236	9,491,012	372,776	10,630,073	(1,139,061)



Monthly Comparison of General Fund Unrestricted Cash Balances



Hospitality Tax Fund

Hospitality Tax Fund revenues for the month totaled \$119,951 compared to revenues of \$102,961 the same period last year. This difference is based on a continuation of the population and spending growth in the City.

Year to date hospitality taxes collected are \$1,050,710. This is 102.8% of the budgeted revenue.

Hospitality Tax Fund expenditures for the month totaled \$42,329 compared to expenditures of \$43,254 the same period last year. The difference is immaterial. Year-to-date expenditures - including encumbrances of \$146,528 - account for 50% of the budget.

Hospitality Tax Fund cash ended the month at \$3,118,995, an increase of \$119,960 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.

E911 Fund

E911 Fund cash ended the month at \$54,607, which is a change of \$1,823 from the prior month. The FY 23 budget includes use of E911 funds for some IT related expenses.

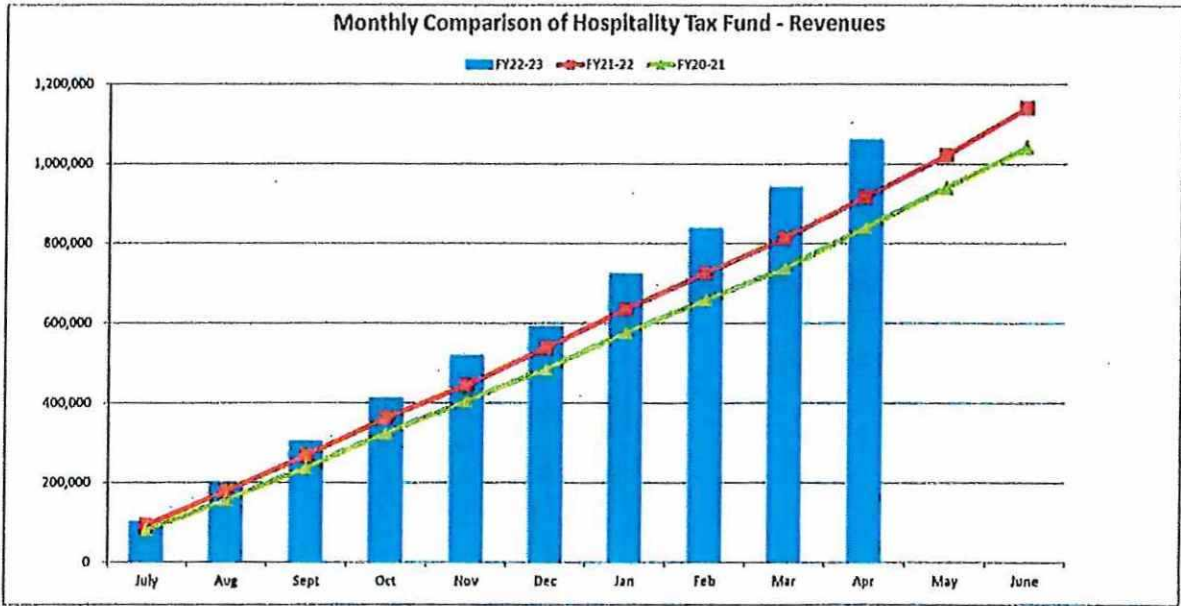
All dollars in the E911 Fund are restricted and can only be used to fund expenditures which comply with Section 23-47-40 of the South Carolina Code of Laws, 1976, as amended.

American Rescue Fund

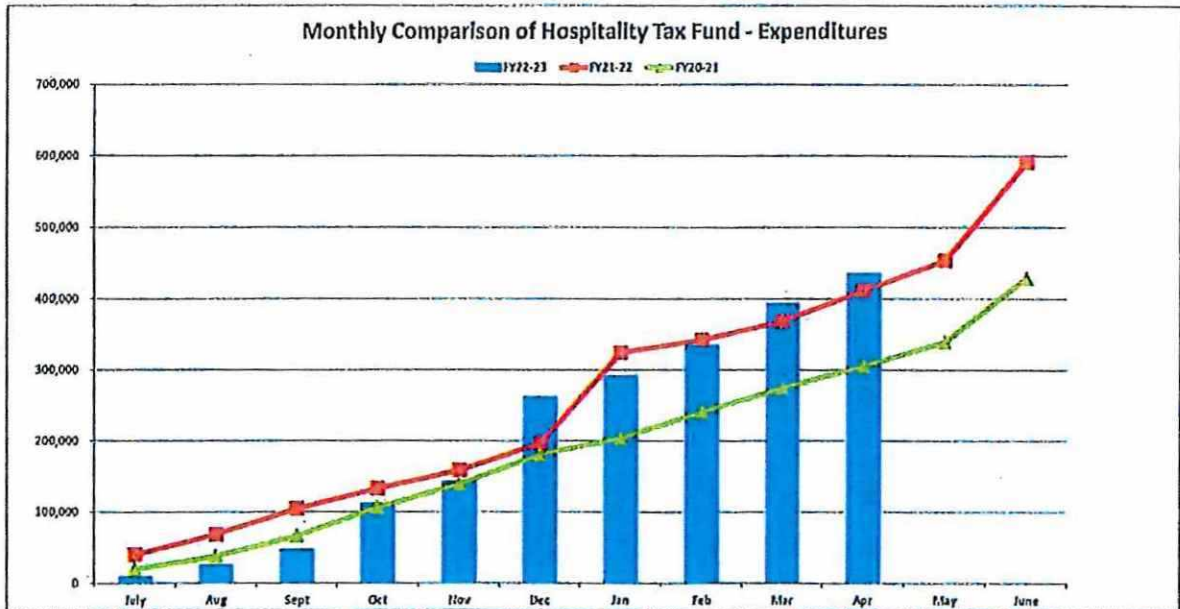
The American Rescue Fund ended the month at \$71,731. All monthly ARPA Fund revenues are from interest income.

The entire balance of the American Rescue Fund is restricted. The City's FY 23 budget includes a spending plan for the entirety of the ARPA funding. All funding is allocated based upon guidance from the ARPA Final Rule.

Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Collected
917,205	1,058,985	141,780	1,175,280	90.10



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
411,777	435,183	23,406	1,175,280	37.03



Gross Revenue Fund

Gross Revenue Fund revenues for the month totaled \$828,168 compared to revenues of \$787,634 for the same period last year. The difference is immaterial considering the fluctuation of customer payments.

Gross Revenue Fund expenses for the month totaled \$540,391 compared to expenses of \$586,435 for the same period last year. The difference is primarily due to payment timing differences. Year to date expenses are 78.3% of the annual budget. This amount includes \$3,875,792 of encumbrances for capital improvement projects and annual contracts.

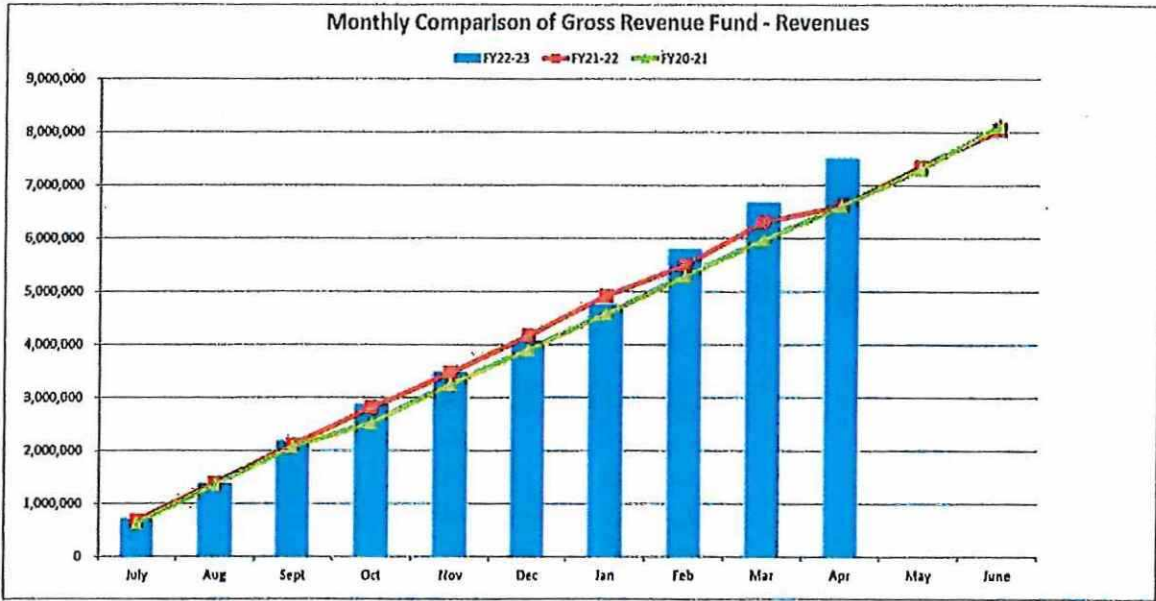
Line item detail of the revenue and expense activity is included at the back of this report.

FY 23 Capital Improvement Plan Summary:

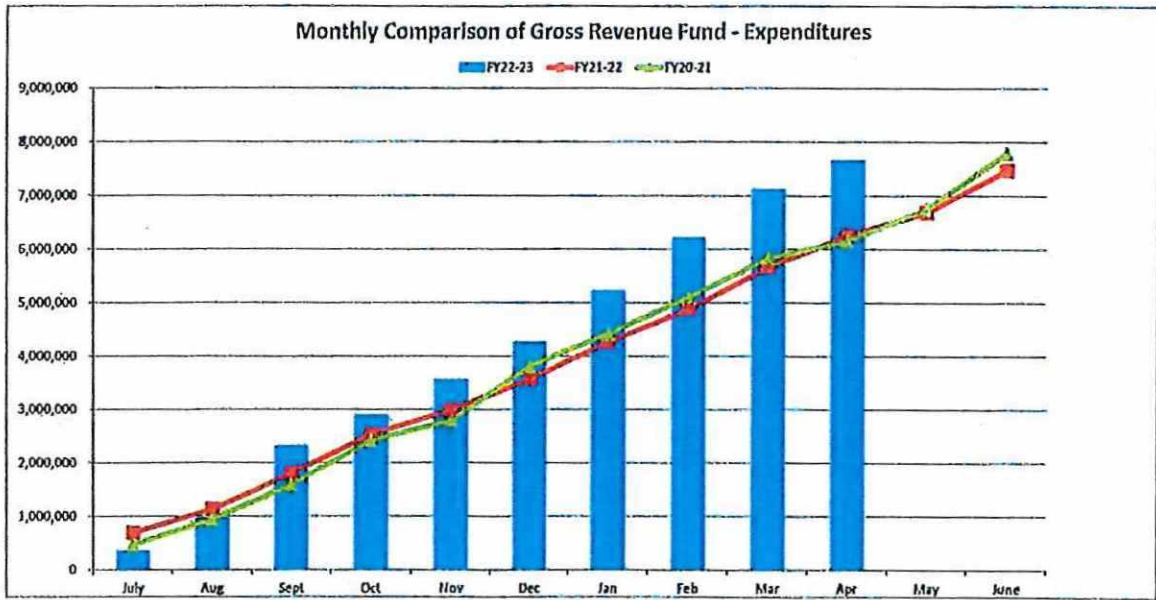
	FY 23 Budget	YTD Actual	Outstanding Appropriation	Notes
Mini Excavator	\$ 60,000	\$ 64,843	\$ (4,843)	
8" Transfer Pump	80,000	73,225	6,775	
Gate and Card Reader	25,000	-	25,000	
Bush Hog for Tractor	2,500	1,831	669	
New Miox Cell	63,000	68,842	(5,842)	
Optimization Project	2,000,000	229,842	1,770,158	ARPA
Miller Ridge Lift Station Generator	60,000	54,864	5,136	ARPA
CAT Generator for MR and Commissary	111,500	64,949	46,551	
Camera Van (replace Van #547)	287,443	282,952	4,491	
Replace 2006 Chevy Silverado #448	34,395	34,832	(437)	
Asphalt Truck	207,542	199,493	8,049	
Deck Over Equipment Trailer	8,744	-	8,744	
Dump Truck (replace 1997 Ford)	115,000	-	115,000	
Harbon Trailer	70,000	69,037	963	
	<u>\$ 3,125,124</u>	<u>\$ 1,144,710</u>	<u>\$ 1,980,414</u>	

Gross Revenue Fund cash at month end is \$12,184,614, which is an increase of \$974,206 from the prior month. The Gross Revenue Cash Fund balance is split between \$2,365,426 (19%) which is unrestricted and \$9,819,188 (81%) restricted for specific uses. The restricted cash includes internal funding for the Depreciation Fund (\$2.22 million), Contingency Fund (\$2.23 million), Replacement Fund (\$4.36 million), and Debt Service (\$825K). 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
6,614,301	7,486,729	872,428	14,714,458	50.88



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
6,250,273*	7,651,184	1,400,911	14,714,458	52.00



Solid Waste Fund

Solid Waste Fund revenues for the month totaled \$150,896 compared to revenues of \$187,540 for the same period last year. The difference is based upon a prior year timing difference in revenues received.

Solid Waste Fund expenses for the month totaled \$174,478 compared to expenses of \$192,420 for the same period last year. This difference is based upon prior year timing differences. Year to date expenses equal 81.6% of the annual budget, including \$318,287 encumbered for blanket purchase orders and annual contracts.

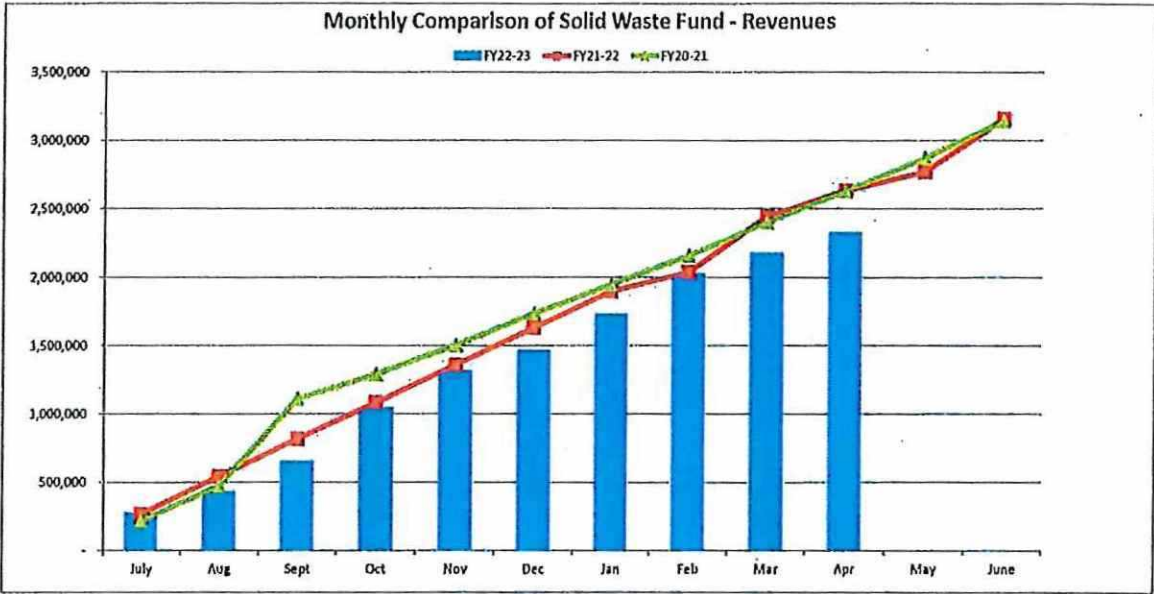
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FY 23 Capital Improvement Plan Summary:

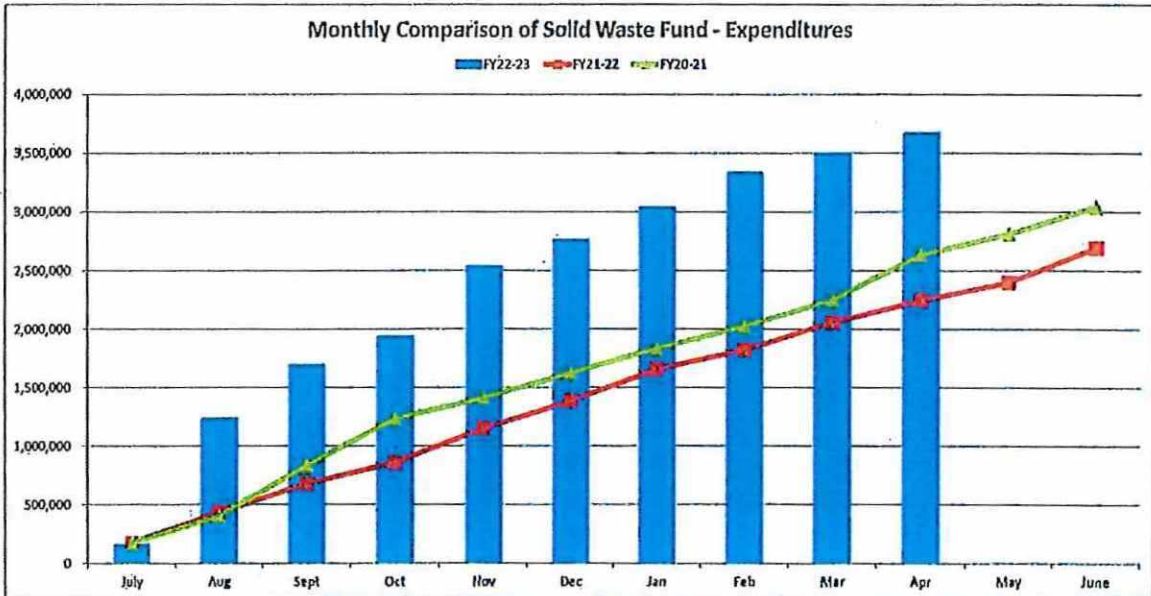
	FY 23 Budget	YTD Actual	Outstanding Appropriation	Notes
C&D Material Shredder	\$ 650,000	\$ 565,948	\$ 84,052	ARPA
SW Camera System Upgrade	10,000	11,560	(1,560)	
Cardboard Bailer	42,000	46,053	(4,053)	
Pinnacle Trailer	220,000	245,211	(25,211)	
C&D Tipping Floor repairs	305,000	306,840	(1,840)	
Transfer Station concrete repair	15,000	24,500	(9,500)	
Other Capital Purchases	-	209,605	(209,605)	
	\$ 1,242,000	\$ 1,409,717	\$ 41,888	

Solid Waste Fund cash at month end is \$1,702,737, which is an increase of \$95,216 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
2,633,710	2,322,419	(311,291)	4,805,034	47.53



Prior Year to Date	Current Year to Date	Difference	Budget	% of Budget Expended
2,247,117	3,670,112	1,422,995	4,885,034	75.12



Statement of Revenues

AS OF: April 30, 2023
% OF YEAR COMPLETED: 63.33%

100-General Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
100-4-0100-41001 Current Taxes - Real	3,050,000	3,050,000	0.00	3,019,127.07	0.00	38,872.93	98.73
100-4-0100-41002 Current Taxes - Vehicl	270,000	278,000	22,334.83	249,856.14	0.00	28,143.86	89.88
100-4-0100-41003 Homestead Exemption	231,000	231,000	220,263.93	220,263.93	0.00	10,736.07	95.35
100-4-0100-41007 Manf Personal Exemptio	10,000	10,000	0.00	8,046.00	0.00	1,954.00	80.46
100-4-0100-41010 Property Tax Rollback	1,728,800	1,728,800	0.00	1,123,007.06	0.00	605,792.94	64.96
100-4-0100-41011 Local Option Tax Reven	1,020,000	1,020,000	93,815.57	763,137.75	0.00	256,862.25	74.82
100-4-0100-41013 Del Tax - Prior Yrs	40,000	40,000	26,585.55	31,437.03	0.00	8,562.97	78.59
100-4-0100-41014 Del Tax - Curr Yr	15,000	15,000	0.00	16,572.43	0.00	(1,572.43)	110.48
100-4-0100-41019 In Lieu of Taxes	269,800	269,800	0.00	316,207.56	0.00	(46,407.56)	117.20
100-4-0100-41022 Tax Penalties	25,000	25,000	0.00	5,869.24	0.00	19,130.76	23.48
100-4-0100-41023 Privilage License	2,550,000	2,550,000	540,178.67	744,275.13	0.00	1,805,724.87	29.19
100-4-0100-41025 Building Permits	198,000	291,500	27,476.05	355,711.50	0.00	(64,211.50)	122.03
100-4-0100-41026 Cable Franchise Fee	70,000	70,000	0.00	26,408.69	0.00	43,591.31	37.73
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	620,000	620,000	0.00	324,322.34	0.00	295,677.66	52.31
100-4-0100-41032 Court Fines	100,000	100,000	1,044.50	19,603.74	0.00	80,396.26	19.60
100-4-0100-41033 Fire Protection Rescue	190,000	190,000	0.00	152,484.83	0.00	37,515.17	80.26
100-4-0100-41034 Sale of Assets	10,000	10,000	0.00	12,615.54	0.00	(2,615.54)	126.16
100-4-0100-41035 Victim's Revenue	5,000	5,000	168.80	1,748.60	0.00	3,251.40	34.97
100-4-0100-41038 School Guard & Sro	100,000	100,000	0.00	26,002.44	0.00	73,997.56	26.00
100-4-0100-41039 Cemetery Fees	5,000	5,000	1,920.00	5,379.00	0.00	(379.00)	107.58
100-4-0100-41041 Miscellaneous Income	20,000	20,000	100.00	17,340.95	0.00	2,659.05	86.70
100-4-0100-41043 Lot Clearing	11,000	11,000	0.00	10,650.25	0.00	349.75	96.82
100-4-0100-41045 Certification Fees	3,500	3,500	150.00	4,475.00	0.00	(975.00)	127.86
100-4-0100-41046 Insurance Proceeds	20,000	20,000	2,071.44	43,539.97	0.00	(23,539.97)	217.70
100-4-0100-41048 Donations	5,000	5,000	0.00	0.00	0.00	5,000.00	0.00
100-4-0100-41051 Interest on Savings	19,196	107,576	23,172.39	218,264.69	0.00	(110,688.69)	202.89
100-4-0100-41055 Planning And Zoning Re	8,000	8,000	9,590.00	20,370.00	0.00	(12,370.00)	254.63
100-4-0100-41061 Accommodations Tax	65,000	100,000	20,640.46	72,907.19	0.00	27,092.81	72.91
100-4-0100-41064 Merchants Inventory	71,000	71,000	17,921.79	71,687.16	0.00	(687.16)	100.97
100-4-0100-41065 Motor Carrier Property	90,000	90,000	0.00	111,122.36	0.00	(21,122.36)	123.47
100-4-0100-41066 Misc Intergovernmental	50,000	50,000	0.00	0.00	0.00	50,000.00	0.00
100-4-0100-41057 Local Government Fund	200,000	200,000	49,566.76	148,700.28	0.00	51,299.72	74.35
100-4-0100-41075 Grant Proceeds	182,883	182,883	0.00	131,151.63	0.00	51,731.37	71.71
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 Revenue	40,000	40,000	1,701.50	27,845.25	0.00	12,154.75	69.61
100-4-0100-41084 County Payments	50,000	50,000	0.00	50,000.00	0.00	0.00	100.00
100-4-0100-41090 Carryover - Ctp	2,730,539	3,122,789	0.00	0.00	0.00	3,122,789.00	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	714,465	714,465	0.00	0.00	0.00	714,465.00	0.00
100-4-0100-41095 Loan Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	14,836,183	15,445,313	1,059,582.24	8,350,130.75	0.00	7,095,182.25	54.06

110-Hospitality Tax Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
110-4-0100-41088 Performing Arts	6,500	6,500	0.00	872.40	0.00	5,627.60	13.42
110-4-0100-44001 Hospitality Tax	1,022,000	1,022,000	119,951.14	1,050,709.95	0.00	(28,709.95)	102.81
110-4-0100-44041 Miscellaneous Income	11,730	11,730	0.00	5,375.92	0.00	6,354.08	45.83
110-4-0100-44046 Insurance Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
110-4-0100-44051 Interest	450	450	0.00	2,026.24	0.00	(1,576.24)	450.28
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	2,600	2,600	0.00	0.00	0.00	2,600.00	0.00
110-4-0100-44092 Carryover-Restricted	132,000	132,000	0.00	0.00	0.00	132,000.00	0.00
TOTAL REVENUES	1,175,280	1,175,280	119,951.14	1,058,984.51	0.00	116,295.49	90.10

115-E911 Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
115-4-0100-41094 Carryover - Other	2,600	2,600	0.00	0.00	0.00	2,600.00	0.00
115-4-0100-49110 E911 Fees	39,400	39,400	0.00	17,324.44	0.00	22,075.56	43.97
TOTAL REVENUES	42,000	42,000	0.00	17,324.44	0.00	24,675.56	41.25

Statement of Revenues *continued*

AS OF: April 30, 2023
% OF YEAR COMPLETED: 83.33%

140-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	9,792.79	71,730.92	0.00	(71,730.82)	0.00
140-4-0100-41075 Grant Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0	9,792.79	71,730.92	0.00	(71,730.82)	0.00

200-Gross Revenue Fund

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR TO DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
200-4-0100-42001 In City Water	1,930,000	1,930,000	146,717.28	1,607,718.53	0.00	322,281.47	83.30
200-4-0100-42002 Outside Water	1,200,000	1,200,000	93,136.58	997,438.38	0.00	202,561.62	83.12
200-4-0100-42003 Joselyn Clark Controls,	2,000	2,000	172.79	1,874.69	0.00	125.31	93.73
200-4-0100-42004 Water Penalties	130,000	130,000	9,409.60	117,129.77	0.00	12,876.23	90.10
200-4-0100-42005 Water Taps	35,000	70,000	9,000.00	77,650.00	0.00	(7,650.00)	110.93
200-4-0100-42006 Second Penalty	95,000	95,000	10,200.00	82,575.00	0.00	12,425.00	86.92
200-4-0100-42007 Miscellaneous Receipts	42,000	42,000	2,870.10	25,797.97	0.00	16,252.03	61.30
200-4-0100-42009 MUSC Health Lancaster	50,000	50,000	2,833.06	66,397.99	0.00	(16,397.99)	132.80
200-4-0100-42010 HFG Companies Water	12,000	12,000	157.41	11,142.59	0.00	857.41	92.85
200-4-0100-42011 Soliant Llc Water	30,000	30,000	1,306.18	24,969.55	0.00	5,030.45	83.23
200-4-0100-42013 Administrative Fee	8,000	8,000	295.00	4,453.09	0.00	3,546.11	55.67
200-4-0100-42031 In City Sewer	1,975,000	1,975,000	141,165.56	1,584,862.47	0.00	390,137.53	80.25
200-4-0100-42032 Outside Sewer	1,320,000	1,320,000	99,122.78	1,072,040.59	0.00	247,959.41	81.22
200-4-0100-42033 Springs Industries	2,000	2,000	201.13	6,064.12	0.00	(4,064.12)	303.21
200-4-0100-42034 Joselyn Clark Controls,	800	800	78.31	975.49	0.00	(175.49)	121.94
200-4-0100-42035 Sewer Taps	40,000	75,000	10,241.67	83,183.34	0.00	(8,183.34)	110.91
200-4-0100-42036 Soliant Llc Sewer	40,000	40,000	1,660.47	32,794.01	0.00	7,205.99	81.99
200-4-0100-42038 Septic Tank Fees	40,000	40,000	0.00	24,679.90	0.00	15,320.10	61.70
200-4-0100-42039 MUSC Health Lancaster	65,000	65,000	3,545.11	85,367.69	0.00	(20,367.69)	131.33
200-4-0100-42040 HFG Companies Sewer	8,000	8,000	163.67	14,437.05	0.00	(6,437.05)	180.46
200-4-0100-42041 Lanc. Co W/S District	625,000	625,000	0.00	321,295.99	0.00	303,704.01	51.41
200-4-0100-42042 WSD - Ft Lawn Sewer	60,000	60,000	0.00	31,112.55	0.00	28,887.45	51.85
200-4-0100-42046 Sale of Assets	5,000	5,000	4.00	625.00	0.00	4,375.00	12.50
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
200-4-0100-42050 Interest on Savings	15,000	95,100	21,154.23	254,586.77	0.00	(159,486.77)	267.70
200-4-0100-42066 Miscellaneous Credits	10,000	10,000	0.00	2,604.62	0.00	7,395.38	26.05
200-4-0100-42068 Grant Proceeds	1,446,940	1,446,940	260,146.40	802,829.85	0.00	644,110.15	55.48
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	140,000	140,000	11,690.00	116,218.00	0.00	23,782.00	83.01
200-4-0100-42090 Carryover-Cip Allocated	3,125,124	3,125,124	0.00	0.00	0.00	3,125,124.00	0.00
200-4-0100-42091 Carryover - Other	2,062,494	2,062,494	0.00	0.00	0.00	2,062,494.00	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	3,100.00	31,000.00	0.00	(31,000.00)	0.00
TOTAL REVENUES	14,564,359	14,714,458	828,168.13	7,486,729.48	0.00	7,227,728.52	50.88

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	7,000	7,000	0.00	0.00	0.00	7,000.00	0.00
210-4-0100-46100 Residential Garbage	1,025,000	1,025,000	91,970.00	901,090.00	0.00	123,902.00	87.91
210-4-0100-46200 Commercial Garbage	675,000	675,000	55,596.00	555,396.25	0.00	119,603.75	82.28
210-4-0100-46300 Recycling Sales	100,000	100,000	885.20	21,871.16	0.00	78,128.84	21.87
210-4-0100-46400 Interest on Savings	1,834	21,834	0.00	18,424.27	0.00	3,409.73	84.38
210-4-0100-46500 Miscellaneous	25,000	25,000	0.00	15,717.18	0.00	9,282.82	62.87
210-4-0100-46510 Sale of Assets	2,000	8,000	0.00	8,657.00	0.00	(657.00)	108.21
210-4-0100-46500 Insurance Proceeds	0	0	0.00	0.00	0.00	0.00	0.00
210-4-0100-46700 Roll-Off Containers	60,000	60,000	0.00	38,412.00	0.00	21,588.00	64.02
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	1,692,000	1,692,000	0.00	733,159.63	0.00	958,841.37	43.33
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	2,444.57	29,684.36	0.00	315.64	98.95
210-4-0100-46800 Carryover - Cip	1,242,000	1,242,000	0.00	0.00	0.00	1,242,000.00	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	4,859,834	4,885,834	150,895.77	2,322,418.85	0.00	2,563,415.15	47.53

Departmental Expenditure Summary

AS OF: April 30, 2023
% OF YEAR COMPLETED: 83.33%

100-General Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
Mayor & Council	128,437	128,937	7,804.36	71,206.21	31,306.72	26,424.07	79.51
City Administrator	259,423	260,923	19,167.64	215,253.35	65.00	45,604.65	82.52
Grounds Maintenance	385,964	385,964	20,520.70	316,114.39	64,106.41	5,663.21	98.53
Human Resources	263,460	263,460	17,716.67	204,429.76	7,028.93	52,001.31	80.26
Finance	258,180	242,530	17,929.40	187,152.84	9,710.86	45,666.30	81.17
Information Technology	735,978	735,978	48,445.65	502,491.13	131,078.15	22,400.72	96.96
Legal Services	35,361	82,011	1,165.90	33,300.63	2,500.00	16,210.37	68.83
General Expense	1,801,964	1,806,964	84,191.33	1,254,128.99	154,487.25	399,347.76	77.95
See Lancaster	29,330	64,330	0.00	76,337.87	1,725.00	13,732.07	121.35
Police	3,912,402	3,941,282	243,212.72	2,729,851.72	100,909.20	1,110,521.08	71.82
Victim's Services	30,579	30,579	1,963.80	23,717.60	263.08	6,598.32	78.42
Court Admin	451,433	451,433	24,500.25	317,186.28	3,358.55	130,888.17	71.01
Fire	2,159,360	2,311,610	182,031.61	1,897,621.31	37,398.63	376,590.06	83.71
Street Division	798,578	798,578	83,755.48	432,560.00	45,583.21	320,434.79	59.87
Vehicle Maintenance	143,903	143,903	8,022.77	84,513.88	5,821.11	53,568.01	62.77
Building Official	385,292	385,292	21,861.02	259,477.14	25,704.39	100,110.47	74.02
Parks & Playgrounds	159,000	159,000	11,388.85	83,066.71	49,749.69	26,103.60	83.53
Comm Service Grants	167,000	167,000	13,356.49	27,856.41	0.00	139,143.59	16.68
Debt Service	0	0	0.00	0.00	0.00	0.00	0.00
CIP Expenditures	2,730,539	3,115,539	115,678.76	1,151,793.76	1,328,976.55	634,768.69	79.63
TOTAL EXPENDITURES	14,836,183	15,445,313	930,713.40	9,948,059.97	1,999,852.73	3,497,400.30	77.36

110-Hospitality Tax Fund

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
Hospitality	699,765	698,265	19,720.95	202,383.12	46,621.54	449,260.34	35.66
IT Hospitality	39,134	39,134	2,828.93	20,298.13	0.00	18,835.67	51.87
See Lancaster	56,309	56,509	4,150.87	30,284.75	0.00	26,224.25	53.59
Events Management	322,322	323,822	15,627.95	160,672.11	99,678.89	63,471.00	80.40
Performing Arts	57,550	57,550	0.00	21,544.72	227.97	35,777.31	37.83
TOTAL EXPENDITURES	1,175,280	1,175,280	42,328.70	435,182.83	146,528.40	593,568.77	49.50

115 E911 FUND

EXPENDITURE SUMMARY	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	TOTAL ENCUMBERED	BUDGET REMAINING	% BUDGET EXPENDED
E911 Fund	42,000	42,000	0.00	45,132.30	3,296.00	6,428.30	115.31
TOTAL EXPENDITURES	42,000	42,000	0.00	45,132.30	3,296.00	6,428.30	115.31

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	332,207	336,207	31,665.70	265,927.92	793.81	71,072.89	78.86
Water Service	1,879,739	1,887,439	165,045.98	1,938,741.54	136,265.64	412,431.02	78.15
Ground Maintenance	51,220	51,220	3,318.53	40,675.53	0.00	10,544.47	79.41
Vehicle Maintenance	73,410	73,410	5,248.95	56,251.10	0.00	17,158.90	76.63
Information Technology	399,074	399,074	31,842.87	267,994.47	73,904.59	57,174.94	85.67
Utility Billing	257,815	272,815	16,696.76	216,229.34	21,451.40	35,134.26	87.12
Wastewater Treatment	1,276,663	1,364,963	103,464.97	951,796.81	263,912.42	149,253.77	89.07
Lift Station Mtn	122,400	122,400	5,561.15	78,066.40	7,703.96	36,629.64	70.07
Wastewater Collection	896,657	906,657	47,872.16	616,579.17	34,169.14	255,908.69	71.77
GR General Expense	1,369,093	1,394,193	29,021.23	643,514.27	96,910.51	653,768.22	53.11
Debt Service	1,613,956	1,613,956	0.00	372,651.77	0.00	1,241,304.23	23.09
EPA Projects	50,000	50,000	0.00	25,919.50	0.00	24,080.50	51.84
Capital Improvements	3,117,000	3,117,000	64,749.83	1,632,126.48	2,345,430.12	960,556.60	127.61
CIP Expenditures	3,126,124	3,126,124	35,903.32	1,144,709.73	896,837.91	1,003,576.36	65.33
TOTAL EXPENDITURES	14,564,358	14,714,458	540,391.46	7,651,104.03	3,875,791.88	3,187,482.09	70.34

Departmental Expenditure Summary continued

AS OF: April 30, 2023
% OF YEAR COMPLETED: 83.33%

210-Solid Waste Fund

Table with columns: EXPENDITURE SUMMARY, ORIGINAL BUDGET, CURRENT BUDGET, MONTHLY EXPENDITURES, YEAR-TO-DATE EXPENDITURES, TOTAL ENCUMBERED, BUDGET REMAINING, % BUDGET EXPENDED. Rows include General Expense, Solid Waste Admin, Information Technology, Residential Garbage Recycling, etc.

Line Item Expenditure Detail

AS OF: April 30, 2023
% OF YEAR COMPLETED: 83.33%

Detailed table with columns: ORIGINAL BUDGET, CURRENT BUDGET, MONTHLY EXPENDITURES, YEAR TO DATE EXPENDITURES, TOTAL ENCUMBERED, BUDGET REMAINING, % BUDGET EXPENDED. Rows list specific line items like Salaries Regular, Fica, SC Retirement, Overtime, etc.

FUND: 200 Gross Revenue Fund

ACCOUNT	NAME	DATE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT	CURRENT BUDGET
BUDGET ADJ NO# : 000517						
4-0100-42005	Water Taps	12/31/2022	increase in housing start	35,000.00CR	35,000.00	70,000.00CR
4-0100-42035	Sewer Taps	12/31/2022	increase in housing start	40,000.00CR	35,000.00	75,000.00CR
4-0100-42060	Interest on Savings	12/31/2022	higher return on investae	15,000.00CR	80,100.00	95,100.00CR
5-1201-52012	Communications	12/31/2022	higher call center costs	10,000.00	4,000.00	14,000.00
5-1220-51003	Overtime	12/31/2022	additional coverage requi	15,000.00	7,700.00	22,700.00
5-1230-51001	Salaries Regular	12/31/2022	offset 200-1230-51003	56,629.00	2,500.00CR	54,129.00
5-1230-51003	Overtime	12/31/2022	additional coverage requi	2,000.00	2,500.00	4,500.00
5-1240-51003	Overtime	12/31/2022	additional coverage requi	1,500.00	15,000.00	16,500.00
5-1250-51003	Overtime	12/31/2022	additional coverage requi	3,000.00	1,500.00	4,500.00
5-1250-52011	Operation Motor Vehicles	12/31/2022	offset 200-1250-52012	22,650.00	50.00CR	22,600.00
5-1250-52012	Communications	12/31/2022	to cover unfunded line it		50.00	50.00
5-1250-52029	Solids Disposal	12/31/2022	wet weather requires land	237,523.00	86,800.00	324,323.00
5-1260-51003	Overtime	12/31/2022	additional coverage requi	15,000.00	10,000.00	25,000.00
5-1270-52016	Subscriptions and Dues	12/31/2022	increased membership char	275.00	100.00	375.00
5-1270-52018	Special Contracts	12/31/2022	system development fees	14,500.00	25,000.00	39,500.00

FUND: 210 Solid Waste Fund

ACCOUNT	NAME	DATE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT	CURRENT BUDGET
BUDGET ADJ NO# : 000517						
4-0100-46400	Interest on Savings	12/31/2022	higher return on investme	1,834.00CR	20,000.00	21,834.00CR
4-0100-46510	Sale of Assets	12/31/2022	better than expected retu	2,000.00CR	6,000.00	8,000.00CR
5-3000-52016	Subscriptions & Dues	12/31/2022	increased dues	250.00	200.00	450.00
5-3000-52019	Repairs and Maintenance	12/31/2022	gate repair	5,000.00	3,500.00	8,500.00
5-3001-52015	Printing and Advertising	12/31/2022	higher printing costs	1,200.00	1,000.00	2,200.00
5-3100-51003	Overtime	12/31/2022	additional coverage requi	7,500.00	3,000.00	10,500.00
5-3300-51003	Overtime	12/31/2022	additional coverage requi	40,000.00	10,000.00	50,000.00
5-3300-52013	Electricity	12/31/2022	to correct underfunded li	1,000.00	3,300.00	4,300.00
5-3330-51003	Overtime	12/31/2022	additonal coverage requi	4,000.00	5,000.00	9,000.00

RESOLUTION R23-08

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY SOUTH CAROLINA INFRASTRUCTURE INVESTMENT PROGRAM GRANT FOR THE WASTEWATER TREATMENT PLANT OPTIMIZATION AND FLOOD PROOFING

WHEREAS, the City of Lancaster, South Carolina, owns and operates the Catawba River Wastewater Treatment Plant, located in Lancaster, South Carolina; and

WHEREAS, the existing Wastewater Treatment Plant has several operational constraints which lead to excess energy and chemical consumption, as well as hydraulic constraints which can result in an overflow and imbalanced treatment; and

WHEREAS, the City of Lancaster desires to make optimization and flood proofing improvements to the Wastewater Treatment Plant by the way of adding floating mixers, providing separate systems for mixing and aeration in the oxidation ditch, adding VFD blowers and compressed air mixing to the aerobic digestion process, installing additional covered sludge storage to increase residual solids storage capacity, and providing enhanced upgrades to the Supervisory Control and Data Acquisition system; and

WHEREAS, the projected construction and engineering costs for this optimization and flood proofing project is \$12,453,000; and

WHEREAS, the City of Lancaster has applied for a South Carolina Rural Infrastructure Authority South Carolina Infrastructure Investment Program Grant.

NOW THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, hereby accepts the South Carolina Rural Infrastructure Authority South Carolina Infrastructure Investment Program Grant in the amount of \$10,000,000 and to carry out the activities set forth in the terms and special conditions of the Grant Agreement,

AND BE IT FURTHER RESOLVED, that the City Administrator is authorize to execute the Grant Agreement and any other such necessary documents.

DONE IN MEETING ASSEMBLED on the 23rd day of May 2023, and to become effective May 23, 2023.

Yeas _____ Nays _____

Requested by:

Public Utilities Director

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk



Grantee:	City of Lancaster	Date of Award:	April 24, 2023
Grant Title:	Wastewater Treatment Plant Optimization and Flood Proofing	SCIIP Award Amount:	\$10,000,000
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C116

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards to the above-named Grantee, in the amount shown above, for the activities specified in the application which is incorporated by reference and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement for which this is the signature page. Please note that the grant is also subject to the **Special Conditions** which are attached to and made a part of this Grant Award.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.

Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

Acceptance for the Grantee:

Signature of Executive Official (with authority to execute contract)

Date

Name and Title of Chief Executive Official

Attest:

Signature of Authorized Official

Title of Authorized Official

Grantee:	City of Lancaster	Date of Award:	April 24, 2023
Grant Title:	Wastewater Treatment Plant Optimization and Flood Proofing	SCIIP Award Amount:	\$10,000,000
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C116

Special Conditions

1. Grantee must contract with the Catawba Council of Governments to administer the grant. Submit evidence of the agreement.
2. Grantee must submit CMAR procurement documentation to RIA for review once GMP has been achieved but before issuing a Notice to Proceed on the construction contract. Contact RIA for the additional information needed.
3. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
4. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
5. Grantee must comply with the SCIIP Project Management Procedures.

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Grantee: City of Lancaster (Grant #A-23-C116)

In accordance with the provisions of the South Carolina Rural Infrastructure Act, Section 11-50-10, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "Code"), Act 244 of 2022, and the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office (EBO) and the South Carolina Rural Infrastructure Authority (the "Authority"), the Authority has established the South Carolina Infrastructure Investment Program (SCIIP) and does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). Acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application, including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with applicable state and federal laws, rules and regulations, the terms and conditions set forth in this Agreement, SCIIP requirements and project management procedures, as well as any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement. The Grant Award must be executed and returned to the Authority within 45 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement, including the Supplemental Terms and Conditions and Federal Award Identification attached to the Grant Agreement as **Exhibits A and B**.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the time period reflected in the Grant Award during which the Grant will be implemented.

- (f) Contractor means a third-party contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose service district, public works commission, or joint municipal organization designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: SCIIP REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 C.F.R. Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and any project management procedures provided by the Authority. The Grantee must also comply with the terms of this Agreement, as supplemented by Exhibit A and by this reference made a part hereof.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is incorporated by reference and made a part of this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds. Any pre-award expenses must have been incurred on or after March 3, 2021 and should be identified in the Application. The Authority must review any pre-award expenses and confirm compliance with State and federal requirements before approving reimbursement. The Grantee acknowledges that all SLFRF funds in the SCIIP must be expended by the Authority on or before December 31, 2026 and that Grantee must seek payment for approved pre-award costs and other eligible expenditures during the Grant Period.

Section 5: PAYMENT. The Grantee must submit to the Authority during the Grant Period a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements (also referred to as Uniform Guidance) found in 2 C.F.R. Part 200. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT REQUIREMENTS. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. If the Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must be conducted in accordance with 2 C.F.R. Part 200, Subpart F – Audit Requirements. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Federal award identification for auditing purposes is located in **Exhibit B** attached hereto.

Section 8: GRANTEE CERTIFICATION. By signing this Agreement and accepting the Grant, the Grantee certifies that:

- (a) Grantee agrees to comply in all respects with:
 - a. All applicable United States Treasury rules, policies, procedures, and directives;
 - b. Uniform Guidance under 2 C.F.R. Part 200, including uniform administrative requirements, cost principles, and audit requirements; and

- c. All reporting and compliance guidance published to date and that may be published in the future
- (b) Grantee uses an effective internal control system;
- (c) Grantee will provide for matching funds as set forth in the Application, or any amendments appended hereto, and such matching contribution, if required, shall not include federal non-SLFRF funds, unless otherwise approved by the federal agency; and
- (d) Neither the Grantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Authority or any local government department or agency. The Grantee further agrees that it will immediately notify the Authority if during the term of this Agreement it or any of its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, the Authority or local government department or agency.

Section 9: PROCUREMENT: All purchases of goods and services made with Grant funds shall be procured in compliance with the requirements set forth in 2 C.F.R. Part 200.317-27.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority (or other State Agency) and/or the United States Treasury documentation of the procurement process used in connection with expenditure of Grant funds. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 10: NON-DISCRIMINATION. The Grantee agrees to comply with the federal nondiscrimination requirements in 2 C.F.R. Part 200.321 and as set forth in **Exhibit A**, Section 5 and shall require that its Subrecipients and Contractors with these same requirements.

Section 11: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a Subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State or federal government.

The Grantee must submit all proposed agreements with Subrecipients or Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable law.

Section 12: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under applicable law.

Section 13: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 14: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 15: PROJECT START-UP. The Project must be substantially underway within a reasonable period of time, as determined by the Authority in its sole discretion, in order to meet federal expenditure guidelines applicable to SLFRF funds. If the Grantee does not begin the Project within a reasonable period as determined by the Authority, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee, and terminate this Agreement.

Section 16: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 17: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 18: FUNDING UNDERRUNS/OVERRUNS. In the event of cost underruns, the Grantee must consult with the Authority to determine in the Authority's sole discretion whether remaining Grant funds will be redirected to other eligible activities or returned to the Authority. The Grantee agrees that it will commit and provide monies from other non-SLFRF funds for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for cost overruns.

Section 19: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority and/or de-obligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension of the Grant Period to complete the Project; provided, however, that the Authority definitively determines that all federal dollars shall be expended by December 31, 2026. The Authority may terminate the Grant if it cannot be completed in a timely manner and require that any portion of the Grant not disbursed to the Grantee be de-obligated and reverted back to the Authority for reallocation to other eligible projects at the discretion of the Authority, subject to any approvals required by Act 244.

Section 20: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the quarter after Grant Award. Quarters begin and quarterly reports are due on January 1, April 1, July 1 and October 1 each year. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the United States Treasury as such reports relate to the SLFRF and ARPA.

Section 21: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of five years after its final disposition or until December 31, 2031, whichever is later. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of five years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 22: MONITORING. The Grantee acknowledges that the Grant is subject to 2 C.F.R. Part 200.331 regarding monitoring and management and that Grantee must maintain all Project-related or Grant-related records for review by the Authority (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIP guidelines, or other State or federal requirements. Such records shall be made available for random audit and review by the Authority (or other State agency) and/or the United States Treasury, which shall have access to personnel of the Grantee for purposes of interview and discussion related to the records. Generally, the monitoring entity will provide at least 24-hour advance notice of any review to be completed during business hours. Deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified herein.

Section 23: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will

complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds. If completion of the Project does not require the full amount of the Grant, and the timing of the completion does not allow for re-obligation of the funds, the Authority may further reduce the adjusted amount of the Grantee's matching contribution in an amount equivalent to the remaining Grant funds, subject to any approvals required by Act 244.

Section 24: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- other sanctions as deemed appropriate by the Authority.

Section 25: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon thirty (30) days written notification.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall maintain a conflict of interest policy in compliance with federal requirements as set forth in Exhibit A, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this

Agreement this provision prohibiting such interest. The Grantee shall further comply with Section 8-13-100 et. seq. of the Code and generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and/or state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Steven Hutfles
City Administrator
City of Lancaster
Post Office Box 1149
Lancaster, South Carolina 29721-1149

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are dependent upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure pursuant to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.



EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS

1. Use of Funds.

- a. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Maintenance of and Access to Records

- a. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.

3. Pre-award Costs. Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



4. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantees must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

5. Compliance with Applicable Law and Regulations.
 - a. Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. *Grantee Integrity and Performance Matters*, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace; 31 C.F.R. Part 20.
 - vii. All contracts made by Grantee in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and



- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.

Agenda Item VIII.B

**City of Lancaster
City Council Meeting
May 23, 2023**

TO: City Council
SUBJECT: EDA Disaster Supplemental Assistance Grant
INITIATED BY: Public Works Director
PREPARED BY: Public Works Director

Background: The U.S. Economic Development Administration (EDA) has announced the FY 23 Disaster Supplemental Assistance Grant for economic development assistance in areas that received a disaster designation as a result of Hurricanes Ian and Fiona. One of the activities that these grant funds can be used for is the upgrading of public infrastructure.

One infrastructure project that the EDA Atlanta Regional Office feels meets the grant requirements is upsizing the waterline on West Meeting Street as this is the main waterline that feeds the hospital and the other medical facilities located along Meeting Street. This project calls for upsizing the six-inch waterline on Meeting Street to ten-inch from Lockwood Lane to Pine Street, upsizing the six-inch waterline from Pine Street to Catawba Street to twelve inch, and upsizing one block of Pine Street from six-inch to ten-inch. These upgrades will connect the City's existing ten-inch and twelve-inch transmission lines which will improve capacity for peak demand, fire flow to the hospital and surrounding medical facilities, commercial and residential areas, improve the overall water system reliability and resiliency, and reduce hydraulic restrictions on the existing six-inch waterline.

The estimated total project cost is \$3,843,000 of which \$2,742,650 is for construction; \$412,350 for 15% contingency, \$290,000 is for engineering design and surveying; \$30,000 for planning and permitting; \$25,000 for bidding; \$304,000 for construction administration and observation; \$35,000 for grant administration; and \$4,000 easement and legal preparation.

The City has applied for EDA CARES Grant funding for this project in the summer of 2020.

Financial: EDA requires a local match of 20%, which will require the City to provide \$768,600. Funding will come from the Gross Revenue Contingent Fund.

Policy Considerations: The West Meeting Street Waterline Replacement Project will replace hydraulically limiting, old and aging waterlines, and help improve water flow and pressure at critical medical facilities.

Recommendations/Actions: Approve Resolution R23-09.

Attachments: Resolution R23-09, cost estimate, budget by funding, and project area map.

RESOLUTION R23-09

A RESOLUTION AUTHORIZING THE APPLICATION AND LOCAL MATCH FUNDING COMMITMENT FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER SUPPLEMENTAL ASSISTANCE GRANT FOR THE WEST MEETING STREET WATERLINE REPLACEMENT PROJECT

WHEREAS, on April 24, 2023, the Economic Development Administration announced a Notice of Funding Opportunity for “Economic Development Assistance Programs” for necessary expenses related to flood mitigation, disaster relief, long-term recovery, and restoration of infrastructure in areas that received a major disaster designation as a result of Hurricanes Ian and Fiona, and of wildfires, flooding, and other natural disasters occurring in calendar years 2021 and 2022; and

WHEREAS, Lancaster County is located within the impacted area and is therefore eligible to apply for a portion of the \$160 million allocated to the EDA Atlanta regional office which covers eight states including South Carolina; and

WHEREAS, the City of Lancaster has undersized and aging waterlines along West Meeting Street, that are responsible for conveying water to the hospital and surrounding medical facilities; and

WHEREAS, the City of Lancaster intends to make an application for a \$3,843,000 project upsizing a six inch waterline to ten inch on West Meeting Street from Lockwood Lane to Pine Street, and upsizing a six inch waterline to twelve inch on West Meeting Street from Pine Street to Catawba Street; and

WHEREAS, this Economic Development Administration grant requires local matching funds of at least 20 percent of eligible project costs.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, hereby agrees to provide a cash match of \$768,600 for the West Meeting Street Waterline Replacement Project.

DONE IN MEETING ASSEMBLED on the 23rd day of May 2023, and to become effective May 23, 2023.

Requested by:

Yeas _____ Nays _____

Public Works Director

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk



W.K. Dickson & Co., Inc.
 Community Infrastructure Consultants
 1213 W. Morehead St., Ste. 300
 Charlotte, NC 28208
 Phone (704) 334-5348 Fax (704)-334-0078

Opinion of Probable Costs

Project: W. Meeting Street Water Main
 Owner: City of Lancaster, South Carolina
 Lancaster, South Carolina

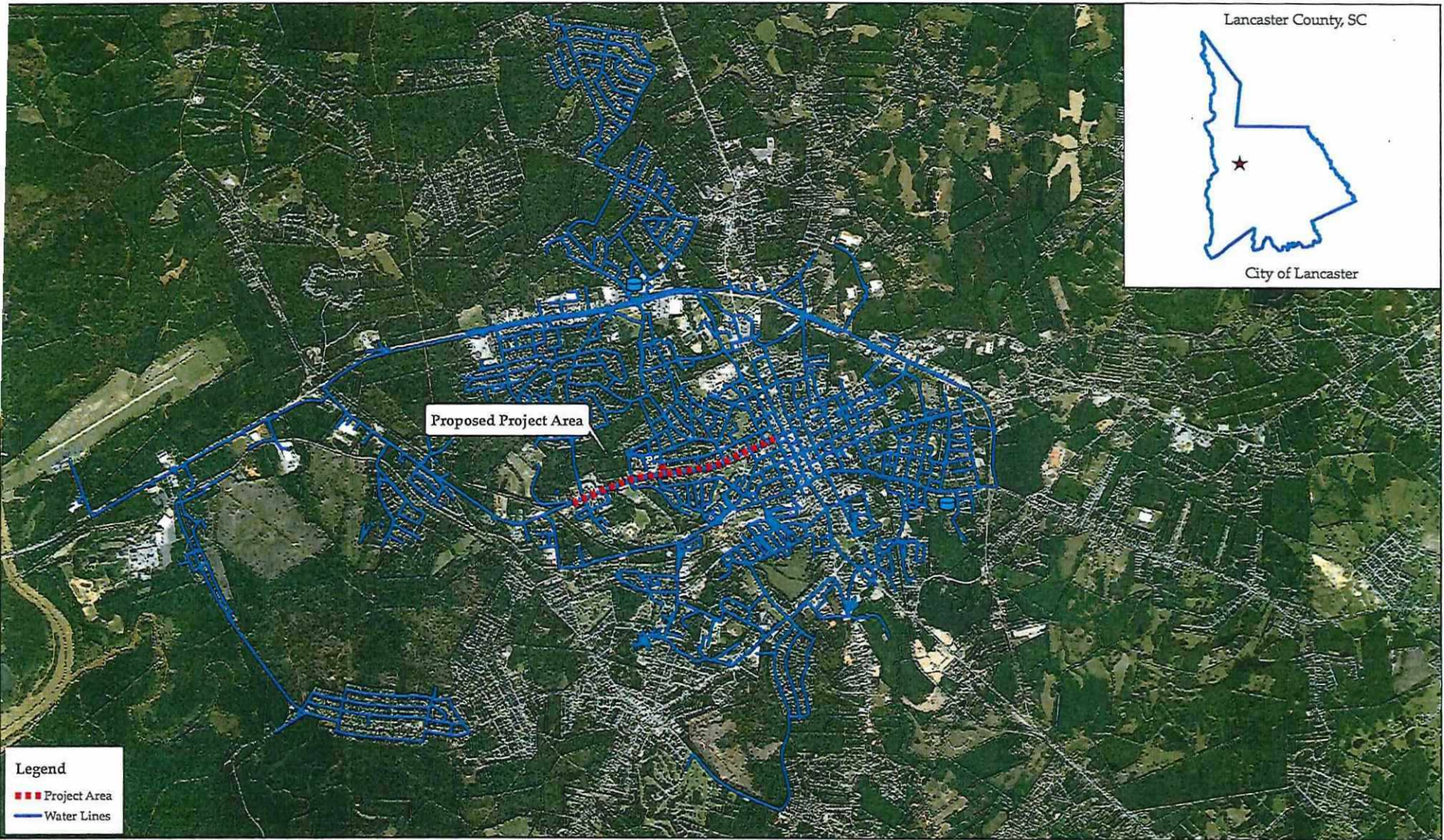
WKD No: TBD
 Date: 05/15/23

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL
1	Mobilization & General Conditions	LS	1	\$105,500.00	\$105,500.00
2	10" DIP Water Line	LF	4,000	\$110.00	\$440,000.00
3	12" DIP Water Line	LF	4,500	\$120.00	\$540,000.00
4	10" Gate Valve	EA	12	\$5,000.00	\$60,000.00
5	12" Gate Valve	EA	9	\$6,000.00	\$54,000.00
6	12" x 12" Tapping Sleeve & Valve (MJ)	EA	1	\$8,500.00	\$8,500.00
7	10" x 10" Tapping Sleeve & Valve (MJ)	EA	1	\$7,250.00	\$7,250.00
8	12" x 6" Tee Assembly w/ 6" Gate Valve	EA	7	\$6,750.00	\$47,250.00
9	10" x 8" Tee Assembly w/ 8" Gate Valves	EA	1	\$6,000.00	\$6,000.00
10	10" x 6" Tee Assembly w/ 6" Gate Valves	EA	10	\$5,500.00	\$55,000.00
11	Fire Hydrant Assembly	EA	17	\$6,750.00	\$114,750.00
12	Connect Service Lateral	EA	103	\$2,500.00	\$257,500.00
13	Demolition and Disposal of Existing Asphalt/Con	LS	1	\$31,500.00	\$31,500.00
14	4" Concrete Sidewalk	SY	4,450	\$120.00	\$534,000.00
15	Concrete Ramps	EA	22	\$600.00	\$13,200.00
16	Asphalt Repair	SY	350	\$120.00	\$42,000.00
17	Curb and Gutter Replacement	LF	1,000	\$72.50	\$72,500.00
18	Road Crossing	EA	11	\$12,000.00	\$132,000.00
19	Flowable Fill For Abandonment of Existing Water	CY	70	\$300.00	\$21,000.00
20	Creek Crossing	EA	1	\$60,000.00	\$60,000.00
21	Foundation Stone	CY	260	\$120.00	\$31,200.00
22	Pressure Test / Bacteriological Test / Acceptance	EA	1	\$12,000.00	\$12,000.00
23	Traffic Control	LS	1	\$66,500.00	\$66,500.00
24	Erosion Control	LS	1	\$31,000.00	\$31,000.00
	Subtotal				\$2,742,650.00
	Contingency		approx.	15%	\$412,350.00
	Total Construction				\$3,155,000.00
	Planning				\$5,000.00
	Grant Administration				\$35,000.00
	Surveying				\$54,000.00
	Engineering Design				\$236,000.00
	Easements & Legal	EA	2	\$2,000.00	\$4,000.00
	Permitting				\$25,000.00
	Bidding				\$25,000.00
	Construction Administration				\$112,000.00
	Construction Observation				\$192,000.00
	Legal / Land Acquisition				\$0.00
	Preliminary Total Opinion of Probable Costs				\$3,843,000.00

WK Dickson's opinion of probable costs are made on the basis of WK Dickson's experience and qualifications and represent WK Dickson's best judgment as a professional generally familiar with the construction industry. Since WK Dickson has no control over the cost of labor, materials, equipment, or services furnished by others, over the contractor's methods of determining prices, or over competitive bidding, or market conditions, WK Dickson cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable costs prepared by WK Dickson.

City of Lancaster, SC
West Meeting Street Waterline Upgrade
Budget by Funding Source
May 2023

	<u>Construction</u>	<u>Engineering</u>	<u>Permits & Bidding</u>	<u>Administration</u>	<u>Total</u>
EDA	\$ 3,074,400	\$ -	\$ -	\$ -	\$ 3,074,400
City of Lancaster	\$ 80,600	\$ 603,000	\$ 50,000	\$ 35,000	\$ 768,600
Total	\$ 3,155,000	\$ 603,000	\$ 50,000	\$ 35,000	\$ 3,843,000



Appendix A: Project Location Map
 West Meeting Street Water Main Replacement
 City of Lancaster, SC
 June 2020

1:40,000



RESOLUTION R23-10

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR THIRD-PARTY REVENUE RECOVERY OF DELINQUENT BUSINESS LICENSE FEES WITH HDL COMPANIES ON BEHALF OF THE CITY OF LANCASTER, SOUTH CAROLINA

WHEREAS, the City of Lancaster has enacted a business license ordinance requiring every person engaged in any calling, business, occupation, or profession within the city limits to pay an annual business license fee; and

WHEREAS, Act 176, the South Carolina Business License Tax Standardization Act, allows for third-party companies to help municipalities collect delinquent business license fees; and

WHEREAS, an opinion issued by the South Carolina Attorney General Office, dated October 14, 2020, about Act 176, concluded that taxing jurisdictions can only engage third-party companies on a contingency fee basis for debt collection services for unpaid business license fees; and

WHEREAS, the City Council has a fiduciary responsibility to collect any and all delinquent business license fees for the good of the residents.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Lancaster, South Carolina, in Council assembled, that the City Administrator is authorized to execute the third-party collection contract with HdL Companies and sign any other such necessary documents.

DONE IN MEETING ASSEMBLED on the 23rd day of May 2023, and to become effective May 23, 2023.

Yeas _____ Nays _____

Requested by:

Building, Planning, Zoning, & Licensing Dir.

T. Alston DeVenny, Mayor

Approved as to form:

Mitch Norrell, City Attorney

Tracy Rabon, City Clerk

HdL[®] Companies

STATE OF SOUTH CAROLINA)
)
 COUNTY OF _____) AGREEMENT
)
 CITY OF _____)

- 1) HdL Companies NC, a California corporation ("HdL"), will be authorized to do business in South Carolina prior to undertaking any work for the City of _____ ("CLIENT"). HdL and CLIENT may be referred to herein individually as a "Party" and collectively as "the Parties."
- 2) HdL will provide certain services to CLIENT, including the following: HdL will utilize publicly available data to research and identify businesses currently not paying business license fees to CLIENT. HdL will contact such businesses which it identifies, and businesses identified by CLIENT, following CLIENT's approval of the applicable list of businesses, and work with the CLIENT and business to see the business is compliant with CLIENT's business license requirements.
- 3) This Agreement is to remain in full force and effect for one (1) year from the last date of execution and will automatically continue for subsequent one (1) year terms unless cancelled by either Party giving the other 60-day written notice of such cancellation. However, upon cancellation, CLIENT's obligation to pay HdL for recommendations made prior to the date of termination will survive as set forth in Paragraph 4 of this Agreement notwithstanding such termination.
- 4) CLIENT will pay HdL 50% of such business license fees and penalties received by CLIENT for those businesses whose compliance was facilitated by HdL. Any additional business license fees and penalties paid by the same business for the following twenty-four (24) months from the date the business becomes compliant with CLIENT's business license fee structure will also be subject to this Agreement and HdL will receive 50% of such fees and penalties paid by such business during that subsequent twenty-four (24) month period.
- 5) HdL will supply a list ("the List") to CLIENT each month, or every three (3) months at a minimum, to identify such businesses that HdL has identified as appearing, based upon publicly available information, to be subject to CLIENT's business license requirements. Once CLIENT adds any businesses CLIENT identifies and approves the List, HdL will contact the businesses and assist them with the applicable applications and becoming compliant with CLIENT's business license structure.
- 6) The assessment of such business license fees, which may apply, will be determined by CLIENT based on applications received from businesses through the efforts of HdL. Once the applicable fees are determined then CLIENT shall, on its own or through HdL, issue a proposed assessment of business license fees to each identified business. Pursuant to SC Code Section 6-1-420, each business will have 30 days from receipt of a proposed assessment to appeal the license fee. If the business does not appeal the proposed assessment within 30 days or pays the applicable fees, the amounts set forth in Paragraph 4 shall be due and owing to HdL. If a business appeals the proposed assessment, then all efforts by HdL shall cease until the final resolution of the applicable appeal.
- 7) CLIENT will reconcile the List identified in Paragraph 6 with applications and fees received by each business and will pay to HdL such share of the fees and penalties (as outlined in Paragraph 4) within 30 days of CLIENT receiving said fees and penalties from the business.

HdL[®] Companies

- 8) HdL and CLIENT understand that HdL shall not be entitled to any contingency fee based on a percentage of taxes collected until one (1) of the following events occur, whichever occurs first:
 - a. The business pays the proposed assessment;
 - b. The business does not appeal the proposed assessment within 30 days of receiving the proposed assessment and pays the CLIENT the proposed assessment;
 - c. The business appeals the proposed assessment within 30 days and that appeal is fully adjudicated in CLIENT's favor and pays the CLIENT the proposed assessment.
- 9) HdL will comply with all rules, regulations, and ordinances applicable, including compliance with SC Code Section 6-1-420, and will maintain all business information in strict confidence.
- 10) HdL is not entitled to any business license fees collected by CLIENT from CLIENT's normal and routine business license efforts.
- 11) Each Party agrees to maintain in strict confidence all information received concerning revenues, expenses, and methods of doing business. Furthermore, HdL acts as a consultant only and does not receive any commissions or remuneration of any kind from any vendors or service providers.
- 12) HdL is an independent contractor.

The person(s) signing below are authorized to do so on behalf of their respective organizations. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

This Agreement is entered into effective as of the _____ day of _____, 20____.

CLIENT: City of _____, SC

HdL Companies NC

By: _____

By: Bobby Monroe

Printed Name: _____

Printed Name: Bobby Monroe

Title: _____

Title: Director of Sales

Address: _____

Address: 120 S. College Blvd., Ste 200

City, St, Zip: _____

City, St, Zip: Brea, CA 92821

Phone #: _____

Phone #: 336.413.6955

Email: _____

Email: DataMaxClient@DataMax1.OnMicrosoft.com





Business License Tax Collections **Recent Success Stories**

SC Town/City with 3,200 population

- 2017 to present: \$260,000

SC Town/City with 6,700 population

- 2017 to present: \$491,500

SC Town/City with 7,700 population

- 2015 to present: \$375,000

SC Town/City with 15,000 population

- 2015 to present: \$685,000

SC Town/City with 30,000 population

- 2016 to present: \$890,700

*Data provided is based on actual client results.
Results may vary by municipality.*





ALAN WILSON
ATTORNEY GENERAL

October 14, 2020

The Honorable Wallace H. "Jay" Jordan, Jr.
Member
South Carolina House of Representatives
626 W. Evans Street
Florence, South Carolina 29501

Dear Representative Jordan:

We received your letter addressed to Attorney General Alan Wilson requesting an opinion regarding the South Carolina Business License Tax Standardization Act. Specifically, you ask "[p]ursuant to Section 6-1-420, may a taxing jurisdiction engage a third party for services other than the collection of delinquent taxes on a contingency fee basis?"

Law/Analysis

As you noted in your letter, the General Assembly recently enrolled H.443, the South Carolina Business License Tax Standardization Act (the "Act"), for ratification. 2020 S.C. Acts 176. Included in the Act is the adoption of section 6-1-420 of the South Carolina Code. Id. This provision provides in relevant part:

(A) Notwithstanding Section 5-7-300, a taxing jurisdiction may contract by ordinance with an individual, firm, or organization to assist the taxing jurisdiction in collecting property or business license taxes. A private third party entity is prohibited from assessing business license taxes or requiring a business entity to remit confidential business license tax data to that private third party on behalf of a taxing jurisdiction. This section may not prohibit a taxing jurisdiction from contracting with a third party entity in assisting in the collection of business license taxes. For the purposes of this section, assisting in the collection of business license taxes is limited to a contractual agreement with a taxing jurisdiction for a third party to identify, through publicly available records, businesses that are operating within the contracting taxing jurisdiction without a business license, to provide that identification to a taxing jurisdiction, to communicate with those businesses identified to determine whether any business license taxes are due and owing, and to assist those businesses that owe a business license tax with paying the relevant taxing jurisdiction. The third

The Honorable Wallace H. "Jay" Jordan, Jr.

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October 14, 2020

party may also assist the contracting taxing jurisdiction with providing, by United States official mail or electronic mail, the taxing jurisdiction's business license form, along with a self-addressed envelope containing the taxing jurisdiction address, to identified businesses on behalf of the taxing jurisdiction. If a business requests in writing that the third party cease communication with the business, then the third party is strictly prohibited from any further contact. A third party assisting in the collection of business license taxes as defined in this section is prohibited from retaining personal or proprietary information from the identified business.

(B) It is unlawful for any individual, firm, or organization to contact a business in this State regarding noncompliance with a business license ordinance unless the contact is made pursuant to a contract with a taxing jurisdiction in accordance with this section.

(C) This section may not prohibit a taxing jurisdiction from contracting with a third party for the purpose of providing payment processing services for the acceptance of business license tax payments.

(D) A taxing jurisdiction may enter into a contract with a third party to assist the taxing jurisdiction in collecting delinquent business license taxes which includes a contingency fee based on a percentage of taxes collected or otherwise depends on the specific result obtained provided the third party may not be paid on a contingency or success basis until the taxing jurisdiction issues a proposed assessment of business license taxes and the business fails to appeal the proposed assessment in a timely manner or the appeal is adjudicated. This section does not apply to the collection of business license taxes pursuant to Article 20, Chapter 9, Title 58 and Chapters 7 and 45, Title 38.

...

S.C. Code Ann. 6-1-420.

As you noted in your letter, section 6-1-420(A) allows taxing jurisdictions to enter into agreements with third parties to assist in identifying businesses operating without a business license. Id. Section 6-1-420(D) allows taxing jurisdictions to enter into contracts with third parties for the collection of delinquent taxes. Id. Section 6-1-420(D) specifically allows for the use of contingency fees to pay third parties. Id. Your question to us is whether services provided under section 6-1-420(A) allow the third party to be employed on a contingency fee basis.

In construing and interpreting a statute, the intent of the General Assembly is the primary consideration. Ackerman v. Travelers Indem. Co., 318 S.C. 137, 142, 456 S.E.2d 408, 411 (Ct. App. 1995). "All rules of statutory construction are subservient to the one that the legislative intent

The Honorable Wallace H. "Jay" Jordan, Jr.

Page 3

October 14, 2020

must prevail if it can be reasonably discovered in the language used, and that language must be construed in the light of the intended purpose of the statute." Kiriakides v. United Artists Commc'ns, Inc., 312 S.C. 271, 275, 440 S.E.2d 364, 366 (1994). Furthermore, "[t]he canon of construction 'expressio unius est exclusio alterius' or 'inclusio unius est exclusio alterius' holds that 'to express or include one thing implies the exclusion of another, or of the alternative.'" Hodges v. Rainey, 341 S.C. 79, 86, 533 S.E.2d 578, 582 (2000) (quoting Black's Law Dictionary 602 (7th ed. 1999)).

By expressly allowing for the use of contingency fees in section 6-1-420(D) and by not expressly allowing for the use of contingency fees in section 6-1-420(A), we believe the General Assembly intended for contingency fees to be used only in regard to the services provided for under section 6-1-420(D). Furthermore, it is our understanding from your letter that you, the bill's sponsor, did not intend for third parties to be compensated on a contingency fee basis for services provided under section 6-1-420(A). Accordingly, we believe contingency fees can only be used to compensate third parties for assisting in the collection of delinquent taxes.

Conclusion

Based on our understanding of the General Assembly's intent regarding the adoption of section 6-1-420 of the South Carolina Code, taxing jurisdictions may only engage third parties providing debt collection services for unpaid business license taxes on a contingency fee basis. Therefore, we believe taxing jurisdictions cannot engage third parties to provide services other than the collection of delinquent taxes on a contingency fee basis.

Sincerely,



Cydney Milling
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook
Solicitor General

Agenda Item IX.A

City of Lancaster
City Council Meeting
May 23, 2023

TO: City Council
SUBJECT: Easement Ordinance
INITIATED BY: Duke Energy Carolinas, LLC
PREPARED BY: Sanitation & Maintenance Operations Director

Background: Duke Energy Carolinas, LLC has requested an easement on City owned property located at the northwest corner of Old Landsford Road and South Jackson Road in order to relocate power lines from the wooded backlot to the roadside. The reason for this relocation is for added reliability and ease of construction access, which in turn will reduce outage times. The whole scope of this project is to increase capacity for the area and upgrade older facilities. The easement will be 30 feet in width.

Financial: *There is no direct cost to the City in granting the easement nor will the City receive any financial compensation for granting the easement.*

Policy Considerations: Section 2-35 of the City Code.

Recommendations/Actions: Approve Ordinance O23-13.

Attachments: Ordinance O23-13, easement agreement, right-of-way map, and location map.

ORDINANCE O23-13

AN ORDINANCE TO GRANT AN EASEMENT TO DUKE ENERGY CAROLINAS, LLC, ON THE SOUTHERN PORTION OF LAND, IDENTIFIED AS TAX MAP #0082D-0K-004.02, AND OWNED BY THE CITY OF LANCASTER, SOUTH CAROLINA.

WHEREAS, Duke Energy Carolinas, LLC, requests a perpetual and non-exclusive easement for the purpose of construction, operating, and maintaining electric and communication lines on property identified as Tax Map #0082D-0K-004.02; and

WHEREAS, the easement will be a strip of land thirty feet (30') in uniform width along the southern most property line adjacent to Old Landsford Road; and

WHEREAS, Section 5-7-40 of the South Carolina Code of Laws grants all municipalities the right to own and possess property; and

WHEREAS, Section 2-53 of the City of Lancaster City Code states in part that Council shall act by ordinance in all matters including granting rights on public property; and

WHEREAS, it appears to Council that granting the easement would be in the best interest of the residents 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 City of Lancaster grants an easement to Duke Energy Carolinas, LLC on the aforementioned property, and that the City Administrator is authorize to execute, on behalf of the City of Lancaster, the attached easement agreement and any other necessary documents.

DONE IN MEETING ASSEMBLED on the 13th day of June 2023, and to become effective June 13, 2023.

Yeas _____ Nays _____

Requested by:

Duke Energy Carolinas, LLC

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk

First Reading: May 23, 2023
Second Reading: _____

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Southeastern Land Company
PO Box 1241
Conway, SC 29528

Parcel # 0082D-OK-004.02

EASEMENT

State of South Carolina
County of Lancaster

THIS EASEMENT ("Easement") is made this ____ day of _____ 20____, from **CITY OF LANCASTER**, a South Carolina body corporate and politic organized under the laws of the State of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 293, Page 132, Lancaster County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20 ____.

Witnesses:

CITY OF LANCASTER
a South Carolina body corporate and politic
organized under the laws of the State of South
Carolina

(Witness #1)

(SEAL)

By: _____,

Title

(Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____ of CITY OF LANCASTER, a South Carolina body corporate and politic organized under the laws of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

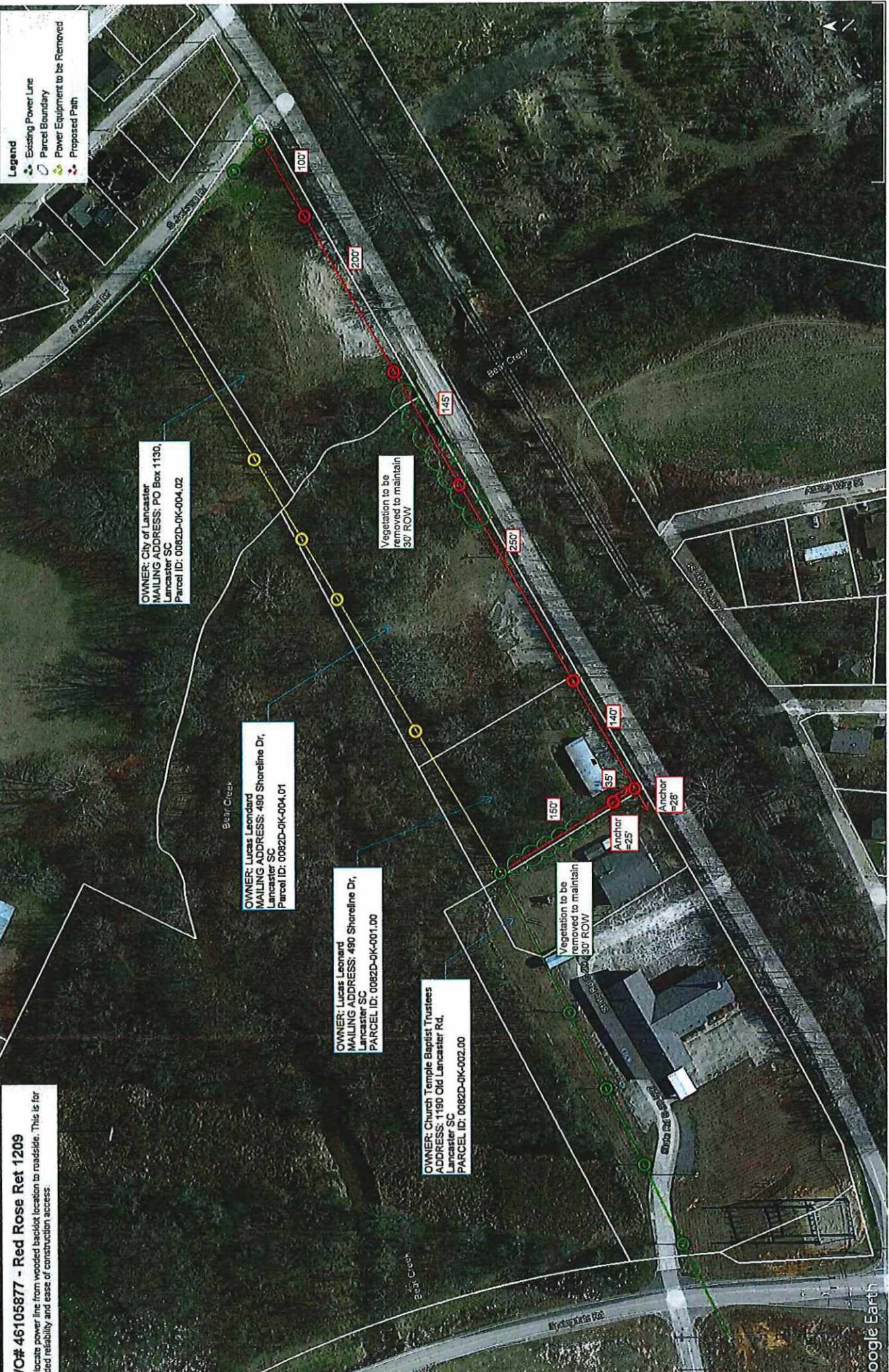
Witness my hand and notarial seal, this ____ day of _____, 20 ____.

Notary Public: _____

Commission Expires: _____

Legend

- Existing Power Line
- Parcel Boundary
- Power Equipment to be Removed
- Proposed Path



46105877 - Red Rose Ret 1209
 locate power line from wooded backlot location to roadside. This is for
 ded reliability and ease of construction access.

OWNER: City of Lancaster
 MAILING ADDRESS: PO Box 1130,
 Lancaster SC
 PARCEL ID: 0082D-0K-004.02

OWNER: Lucas Leonard
 MAILING ADDRESS: 490 Shoreline Dr,
 Lancaster SC
 PARCEL ID: 0082D-0K-004.01

OWNER: Lucas Leonard
 MAILING ADDRESS: 490 Shoreline Dr,
 Lancaster SC
 PARCEL ID: 0082D-0K-001.00

OWNER: Church Temple Baptist Trustees
 ADDRESS: 1190 Old Lancaster Rd,
 Lancaster SC
 PARCEL ID: 0082D-0K-002.00

Vegetation to be
 removed to maintain
 30' ROW

Vegetation to be
 removed to maintain
 30' ROW

Anchor
 =25'

Anchor
 =28'



**City of Lancaster
City Council Meeting
May 23, 2023**

TO: City Council
SUBJECT: Rezoning Ordinance O23-14
INITIATED BY: Homes of Lancaster, LLC
PREPARED BY: Louis Streater

Background: Homes of Lancaster, LLC (property owner) is requesting a zoning map amendment to rezone one parcel of land totaling 16.15 acres from R-15 Residential to MF- Multi-Family zoning. The subject property is located off Anderson Drive between Clark Place and University Drive. The developer intends on building a 165-unit townhome development consisting of 3 & 4 bedroom 1,500 – 1,800 square foot units.

Financial: When developed the project is expected to generate approximately \$322,000.00 a year in additional property tax revenue. This is based on the thirty-million-dollar valuation.

Policy Considerations: South Carolina Local Government Comprehensive Planning Enabling Act 1994. Rezoning property to MF- Multi-Family will allow all uses in the MF- Multi-Family district without conditions except as allowed through special exception or variance. Current ordinance density regulations will allow a maximum of 192 units if rezoned to MF-Multi-Family.

Recommendations/Actions: After conducting the required public hearing it is the unanimous recommendation of the City Planning Commission to rezone property to MF- Multi-Family. Staff concurs with the recommendation.

Attachments: Ordinance O23-14, request for amendment in zoning ordinance/receipt, sketch plan layout, elevations/rendering, recorded plat, qpublic aerial map, deed, Planning Commission Public Hearing Agenda, newspaper notice of public hearing, property posting notice of public hearing, sample letter and list of adjacent property owners, MF- Multi-Family zoning description, and zoning table of uses.

ORDINANCE 023-14

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LANCASTER, SOUTH CAROLINA, AS TO REZONE ONE PARCEL OF LAND, IDENTIFIED AS A PORTION OF TAX MAP #0062-00-086.01 TOTALING 16.15 ACRES LOCATED IN THE GENERAL VICINITY OF 953 ANDERSON DRIVE, AND OWNED BY HOMES OF LANCASTER, LLC

WHEREAS, Article XIII of Chapter 31 of the City of Lancaster Code of Ordinances provides for the official zoning map to be amended from time to time; and

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

WHEREAS, Property owner Homes of Lancaster, LLC, petitioned to rezone property located in the general vicinity of 953 Anderson Drive to MF- Multi-Family; and

WHEREAS, On April 04, 2023, the Lancaster City Planning Commission held a public hearing on the proposed rezoning, and unanimously recommended approval of the rezoning to City Council.

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 rezoned to MF-Multi-Family:

Tract A containing 16.150 acres shown on Plat of Survey prepared for Homes of Lancaster, LLC by J.C. Crumpler dated October 23, 2018, and recorded in Plat Book 2023 at Page 59 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No.: 0062-00-086.01

DONE IN MEETING ASSEMBLED on the 13th day of June 2023, and to become effective June 13, 2023.

Yeas _____ Nays _____

Requested by:

Homes of Lancaster, LLC

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk

First Reading: May 23, 2023
Second Reading: _____



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

Request for Amendment in Zoning Ordinance

Application Fee: \$400.00

To the Honorable Mayor and City Council:

The undersigned hereby respectfully requests that the City of Lancaster zoning ordinance be amended as described below and submits the following information in support of such request.

1. This is a request for a change in the (check one):

Zoning Map (fill in all items below except #8)

Zoning Text (fill in items #8 and #10 only)

2. Description of property for which a zoning change is proposed:

Street Address Anderson Drive Presently Zoned R-15
Date Deed Recorded 11-02-2018 Deed Book 1182 Page Number 280-281
Plat Book 2022 Page 12 Map _____ Group _____ Parcel 0062-00-086.01

3. Attach a plat showing the property as it now exists.

4. Area of subject property (square feet or acres) 16.150

5. Describe Improvements: N/A

6. Zoning proposed for this property (see Section 31-5 of Ordinance): MF Multi-Family

7. Check one: Applicant owns all of the property proposed for this zoning change.
 A list showing the names and addresses of all property owners is attached.

8. This involves a change in the following Section(s) of the Zoning Ordinance: _____
Attach text of proposed change(s).

9. Attach an opinion by an attorney as to existence of property restrictions and a statement thereof (if appropriate).

10. Explanation of and reasons for proposed change: Rezone to build townhomes

(use back of form if additional space is needed)

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME Homes of Lancaster LLC SIGNATURE Howard Strickland & Michael Williams Partners/Owners of Homes of Lancaster LLC
Print
ADDRESS PO BOX 1146 Lancaster SC 29721
Street City ST Zip
TELEPHONE 803-577-5016 DATE 12/01/2022

For Office Use Only
Ordinance #: _____ Received By: LS Reviewed By: CS Date Received: 12/6/22

City of Lancaster
(803) 283-9991

REC#: 00968856 12/06/2022 5:49 PM
OPER: DLS TERM: 008
REF#: 5190

TRAN: 100.0550 Planning/Zoning Rev
REZONING - ANDERSON RD
100-4-0100-41055
Planning And Zoning 400.00CR

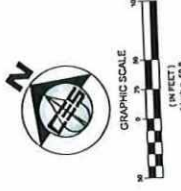
TENDERED: 400.00 CHECK
APPLIED: 400.00-

CHANGE: 0.00

THANK YOU
www.lancastercitysc.com



ENGINEERS
PLANNERS
SURVEYORS
SCIENTISTS
CES Group Engineers, LLP
NC FIRM LICENSE #12168
3525 WINDHILL PARK, NC 28373
CHESAPEAKE, VA 23060
PH: 754.480.1500
www.ces-group.net



SITE DATA
SITE ADDRESS: (TIER I)
PARCEL ID #: ANDERSON DR
APPLICANT: ANDERSON DR
ZONED: R15 RESIDENTIAL
PROPOSED ZONING: R4P RESIDENTIAL
PROPOSED USE: LAND ONLY (R/L)
PROPOSED USE: MULTI-FAMILY
SECURITY ALLOWED:
REQUIRED SETBACKS:
FRONT: 30'
SIDE: 30'
REAR: 30' (IF INTERNAL)
BUILDING HEIGHT: FT. STORIES (GROCES)
IMPERVIOUS AREAS:
SITE AREA = 775,175 SF
EXISTING AREA = 233,278 SF
OFFICE AREA = 11,111 SF
TOTAL IMPERVIOUS AREA =

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SUBMITTALS	DATE

PROJECT DESCRIPTION
ANDERSON DR. TOWNHOMES
PROVEN LAND HOLDINGS LLC
5022 TERRIER LAKE, FORT MILL, SC 29707
PHONE: _____

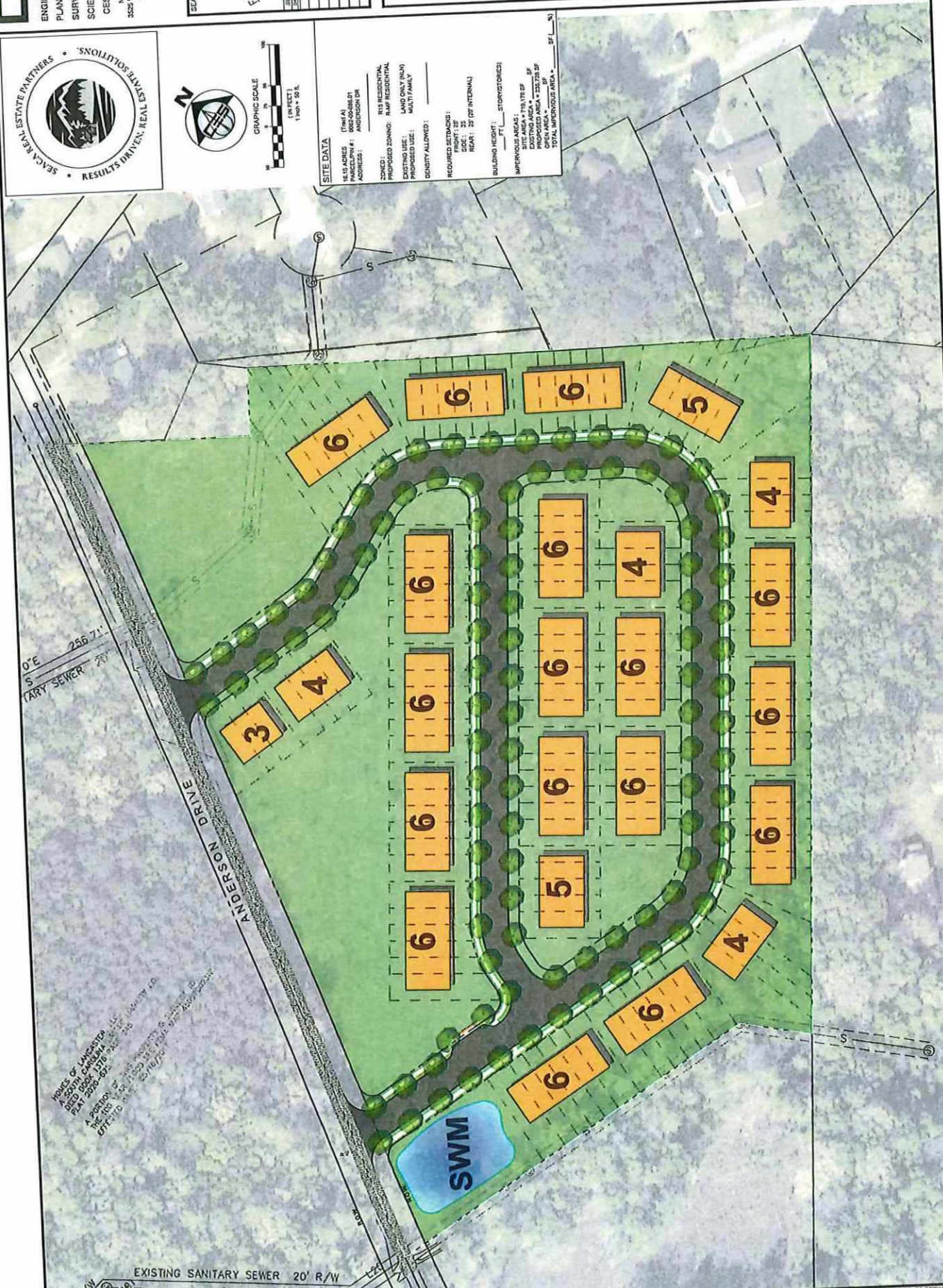
PROJECT NO:	MMYY

DRAWING REVISIONS	DATE

DATE	BY	REVISION

DRAWING TITLE: **SITE PLAN**

DRAWING NUMBER:
C3.0



NOTES:
1. PROPERTY OF THE DEVELOPER AND SUBJECT TO ALL RIGHTS RESERVED.
2. THE PLAN IS TO BE REVIEWED BY THE LOCAL GOVERNMENT.
3. THE PLAN IS TO BE REVIEWED BY THE LOCAL GOVERNMENT.
4. THE PLAN IS TO BE REVIEWED BY THE LOCAL GOVERNMENT.
5. THE PLAN IS TO BE REVIEWED BY THE LOCAL GOVERNMENT.

EXISTING SANITARY SEWER 20' R/W

DEED BOOK D-6 PAGE 1060 PLAT 100





On Tue, Apr 4, 2023 at 11:05 AM Jeff Jernigan <jeff@seacarealestate.com> wrote:

Please see a color layout of the Anderson drive multi-family rezoning. This can be circulated to city planning. Thank you.

Jeff Jernigan
Land and Neighborhoods
Acquisition and Entitlements
678-437-5758
Seaca Real Estate Partners, LLC

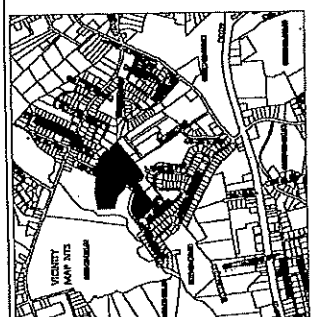
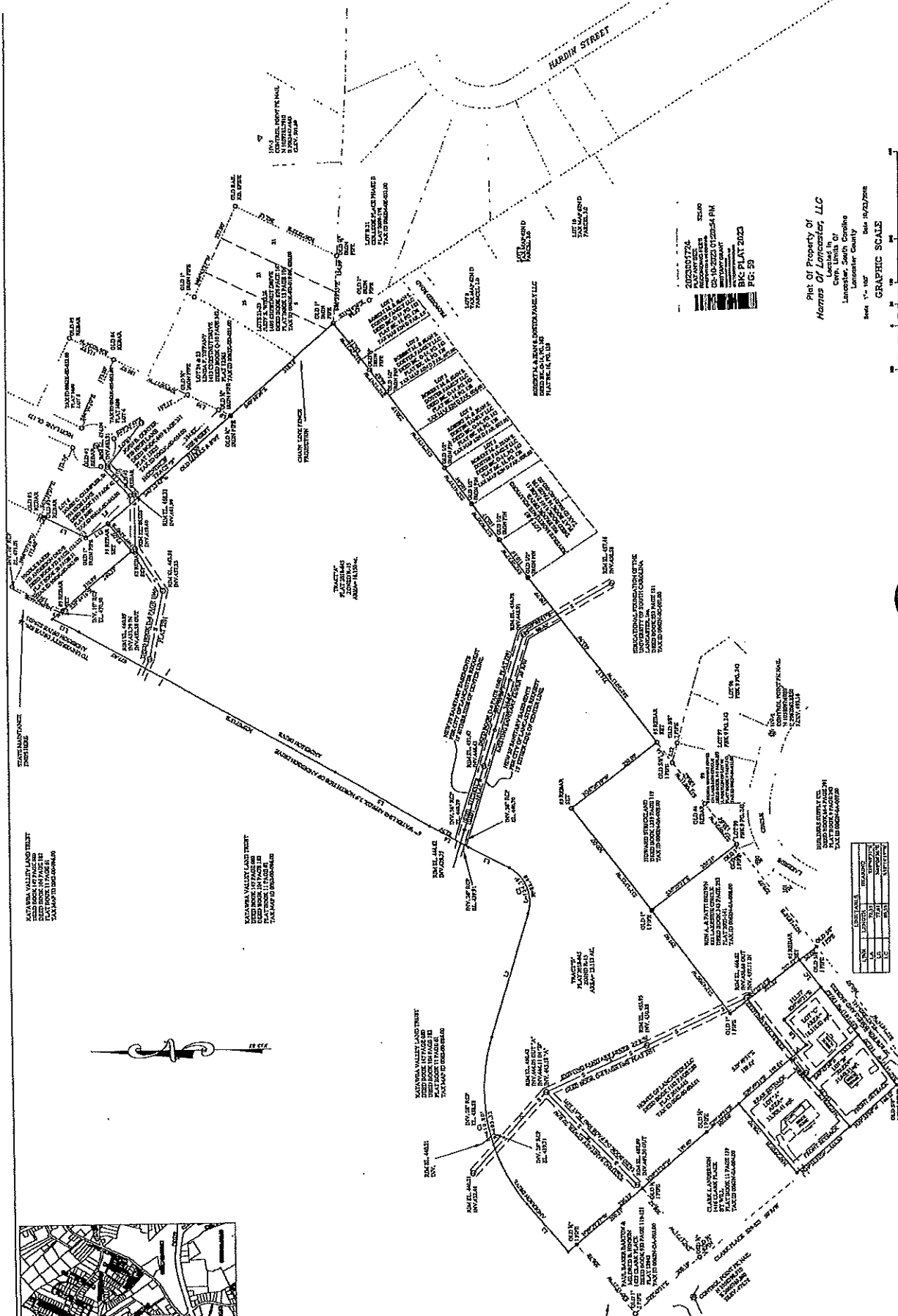
From: Jeff Jernigan <jeff@seacarealestate.com>
Sent: Friday, March 31, 2023 8:22:59 AM
To: lstreater@lancastercitysc.com <lstreater@lancastercitysc.com>
Cc: Howard Strickland Homes of Lancaster <homesoflancasterllc@gmail.com>
Subject: Anderson Dr rezoning

Hi Louis,

Please see the attached site plan for Anderson Dr multi family rezoning. please let me know if you need additional details.

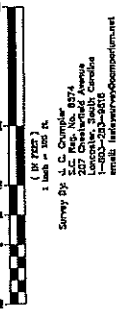
Thanks,

Jeff Jernigan
Land and Neighborhoods
Acquisition and Entitlements
678-437-5758
Seaca Real Estate Partners, LLC



Lot #	Area	Dimensions	Notes
1	10,000 sq ft	100' x 100'	
2	10,000 sq ft	100' x 100'	
3	10,000 sq ft	100' x 100'	
4	10,000 sq ft	100' x 100'	
5	10,000 sq ft	100' x 100'	
6	10,000 sq ft	100' x 100'	
7	10,000 sq ft	100' x 100'	
8	10,000 sq ft	100' x 100'	
9	10,000 sq ft	100' x 100'	
10	10,000 sq ft	100' x 100'	
11	10,000 sq ft	100' x 100'	
12	10,000 sq ft	100' x 100'	
13	10,000 sq ft	100' x 100'	
14	10,000 sq ft	100' x 100'	
15	10,000 sq ft	100' x 100'	
16	10,000 sq ft	100' x 100'	
17	10,000 sq ft	100' x 100'	
18	10,000 sq ft	100' x 100'	
19	10,000 sq ft	100' x 100'	
20	10,000 sq ft	100' x 100'	
21	10,000 sq ft	100' x 100'	
22	10,000 sq ft	100' x 100'	
23	10,000 sq ft	100' x 100'	
24	10,000 sq ft	100' x 100'	
25	10,000 sq ft	100' x 100'	
26	10,000 sq ft	100' x 100'	
27	10,000 sq ft	100' x 100'	
28	10,000 sq ft	100' x 100'	
29	10,000 sq ft	100' x 100'	
30	10,000 sq ft	100' x 100'	

Lot #	Area	Dimensions	Notes
31	10,000 sq ft	100' x 100'	
32	10,000 sq ft	100' x 100'	
33	10,000 sq ft	100' x 100'	
34	10,000 sq ft	100' x 100'	
35	10,000 sq ft	100' x 100'	
36	10,000 sq ft	100' x 100'	
37	10,000 sq ft	100' x 100'	
38	10,000 sq ft	100' x 100'	
39	10,000 sq ft	100' x 100'	
40	10,000 sq ft	100' x 100'	
41	10,000 sq ft	100' x 100'	
42	10,000 sq ft	100' x 100'	
43	10,000 sq ft	100' x 100'	
44	10,000 sq ft	100' x 100'	
45	10,000 sq ft	100' x 100'	
46	10,000 sq ft	100' x 100'	
47	10,000 sq ft	100' x 100'	
48	10,000 sq ft	100' x 100'	
49	10,000 sq ft	100' x 100'	
50	10,000 sq ft	100' x 100'	



Plot of Property of
Harris Of Lancaster, LLC
Lancaster, South Carolina
Lancaster County
Date 10/21/2018
Scale 1" = 100'



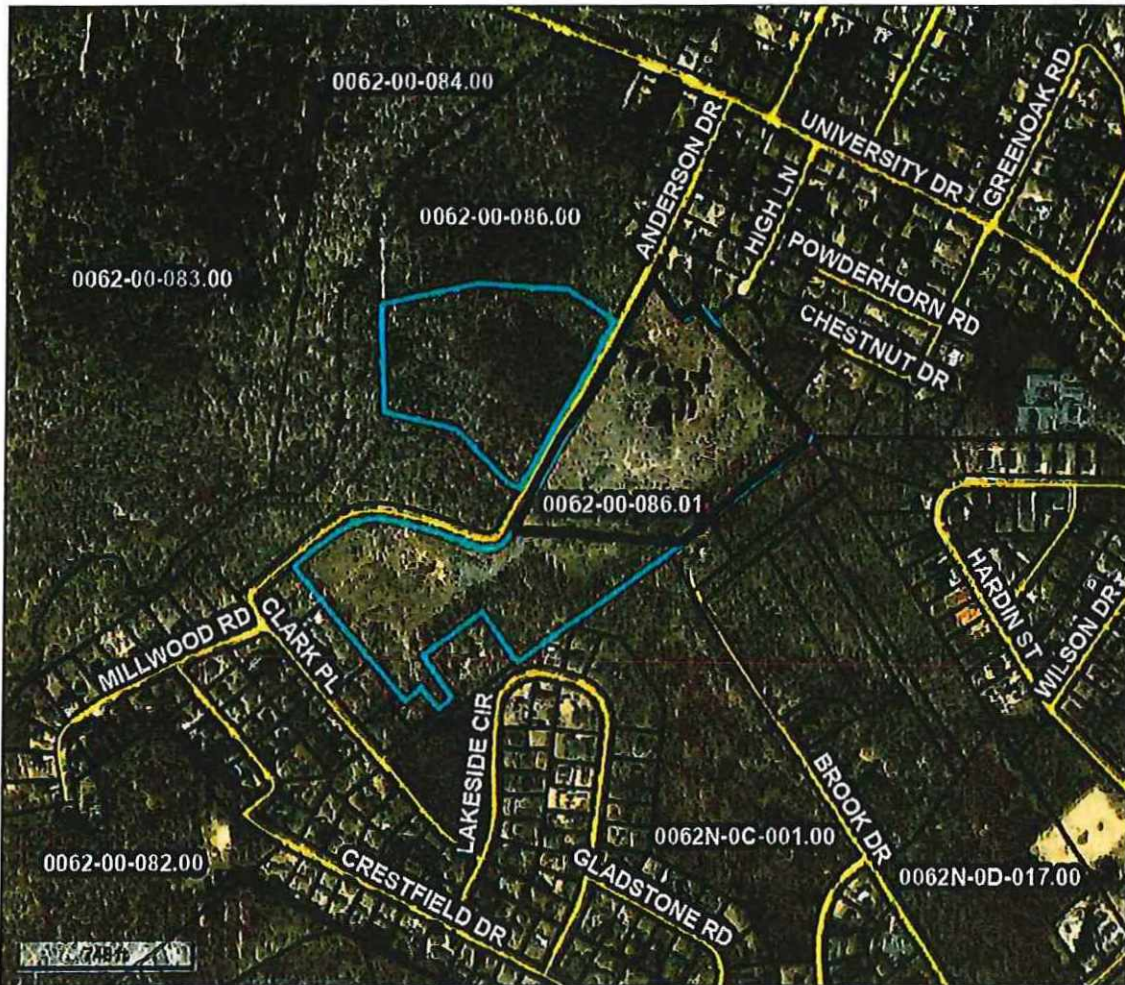
PLAT APPROVED FOR RECORDING
City of Lancaster
3-9-2013

RECORDING INFORMATION
DATE 10/21/2018
PLAT NO. 2018-14
SHEET 1 OF 1

FOR THE CITY OF LANCASTER, SOUTH CAROLINA
DATE 10/21/2018
PLAT NO. 2018-14
SHEET 1 OF 1

THIS PLAT IS THE BEST OF MY KNOWLEDGE AND BELIEF, THE INSTRUMENTS OF LAND AND INTERESTS THEREIN HAVE BEEN PROPERLY AND SUFFICIENTLY RECORDED AS PROVIDED BY THE ACTS TO REFORM THE ACTS TO RECORD THE INSTRUMENTS OF LAND AND INTERESTS THEREIN.

DATE 10/21/2018
TAX TO PARCEL
10003-00-885-01
SHEET 1 OF 1



Parcel ID	0062-00-086.01	Owner	HOMES OF LANCASTER LLC	Last 2 Sales			
Class Code	Land Only		LANCASTER LLC	Date	Price	Reason	Qual
Taxing	City of		PO BOX 1691	5/17/2022	\$5	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
District	Lancaster		LANCASTER, SC 29721				
	CITY OF LANCASTER	Physical Address	ANDERSON DR	10/23/2020	\$5	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
Land Size	41.57 ACRES	Assessed Value					

(Note: Not to be used on legal documents)

Date created: 3/17/2023
 Last Data Uploaded: 3/17/2023 4:14:42 AM

Developed by  Schneider GEOSPATIAL

2008013219

P69

LANCASTER COUNTY ASSESSOR

Tax Map:

0061 00 034 02

0061C 0A 003 00

0061 00 034 01

0013 00 011 01

0013 00 011 00

0061 00 034 00

0061 00 013 06

0061 00 035 01



DEED
RECORDING FEES

\$15.00

EXEMPT

PRESENTED & RECORDED:

09-18-2008 01:54 PM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC

By: SHANA HIGGINS RSL

BK: DEED 485

PG: 1-9

DO NOT PUBLISH

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

(No Title Search)

COUNTY OF LANCASTER)

Joseph L. Raad, Attorney At Law

452-26 Lakeshore Parkway

Rock Hill, SC 29730

RECORDED THIS 23rd DAY
OF SEPTEMBER, 2008
IN BOOK O PAGE S-1

Auditor, Lancaster County, SC

EXEMPT TRANSFER-SETTLOR TO TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, That I, Anna A. Smith, (hereinafter referred to as "Grantor"), in the State aforesaid, for and in consideration of One and No/100 (\$1.00) Dollar, (Settlor to Trustee), to me in hand paid by Anna A. Smith, Trustee of the Anna A. Smith Trust Under Agreement dated September 9, 2008, P.O. Box 1869, Lancaster, S.C. 29721, (hereinafter referred to as "Grantee"), in the State aforesaid (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto Anna A. Smith, Trustee of the Anna A. Smith, Trust Under Agreement dated September 9, 2008, her successors and assigns forever, the following described property:

SEE ATTACHED LEGAL DESCRIPTIONS

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 said premises unto the said Anna A. Smith, Trustee of the Anna A. Smith, Trust Under Agreement dated September 9, 2008, her successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion.

AND the Grantor does hereby bind herself and her Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Anna A. Smith, Trustee of the Anna A. Smith, Trust Under Agreement dated September 9, 2008, her successors and assigns, against the Grantor and the Grantor's Heirs and against any person or person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Anna Smith
Real Property Legal Descriptions

All that piece, parcel or tract of land, lying, being and situate about two (2) miles North of the City of Lancaster, Lancaster County, South Carolina, and being shown as 0.720 acres, more or less on that certain plat of survey by Jack Smith, RLS, dated January 9, 1975, recorded as Plat No. 1989, records of Lancaster County, which plat is incorporated herein by reference. The foresaid property being designated as Lot Thirteen (13) in Block "B" on that certain plat recorded in Plat Book 1 at Page 78, records of Lancaster County.

Being the identical property conveyed to Anna A. Smith by Deed from Lenore S. Watts dated March 7, 2003 and recorded in the Office of the Clerk of Court n/k/a Register of Deeds for Lancaster County in Deed Book 189 at Page 00001.

Tax Map #: 00611-0B-004.01

All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, in the City of Lancaster, near its northern limits, north of Clark Place and south of University Drive, containing 28.5 acres, more or less, located on the east side of Anderson Drive, said tract bounded *on* the north, east and south by property of others, and west by Anderson Drive, said tract being all the remainder after previous conveyances of an original 76.75 acre tract more or less, located east and south of Anderson Drive which bisects said 76.75 acre tract generally in a north/south direction.

Derivation: Being the identical property conveyed to Anna A. Smith by deed from R. M. Doster and Jean S. Doster dated October 5, 1994 and recorded in the office of the Clerk of Court for Lancaster County, South Carolina in Deed Book Q-12 Page 113.

Tax Map #: 0062-00-086.01



**PLANNING COMMISSION
REGULAR MEETING & PUBLIC HEARING
April 4, 2023
6:30 p.m.**

**To be held in Council Chambers at City Hall
216 South Catawba Street**

- I. Opening of Meeting**
- II. Roll Call**
- III. Citizens Comments**
- IV. Approval of Minutes:**
 - a. Regular Meeting of March 7, 2023
- V. Secretary's Report**
- VI. Public Hearings:**
 - a. Zoning Map Amendment - Rezoning: MF-Multifamily
Tax Map #:0062-00-086.01- Tract "A", Vicinity of 953 Anderson Drive
Owner/Applicant: Homes of Lancaster LLC
- VII. Other Business**
- VIII. Adjournment**

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

Any person requiring special accommodation should contact the Building & Zoning Department at (803) 283-4253 at least twenty-four (24) hours prior to the meeting.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Chapter 19, Article I, of the Code of Ordinances of the City of Lancaster, South Carolina, that the Planning Commission of the City of Lancaster, South Carolina, is scheduled to hold a Public Hearing on Tuesday, April 4, 2023, with the meeting to begin at 6:30 PM in the Council Chambers at City Hall (216 S. Catawba Street), to consider the following proposed amendments to the Zoning map of the City of Lancaster:

1. Rezoning: To confirm the zoning classification of MF-Multi-Family for one parcel of land totaling 18.150 acres, located off Anderson Drive in the general vicinity of 953 Anderson Drive, Lancaster, SC 29720. Property parcel is identified as a portion of tax map #: 0082-00-086.01- Tract "A"
Owner(s) - Homes of Lancaster, LLC

All interested persons are encouraged to appear and present their views either for or against this proposal. Additional information concerning this requests is available in the Office of Building and Zoning, 216 S. Catawba St, Lancaster, South Carolina, telephone 283-4253.

**Furthermore, to help reduce community spread of COVID-19 and or if unable to attend this meeting in person, you may submit written public comments to City Staff electronically at dstevenson@lancastrcitysc.com by 5:00 p.m. on the day of the meeting. Your comments will be distributed to the members of the Commission.

Any person requiring special accommodations should contact the Building, Planning and Zoning Department at least 24 hours prior to the meeting.

March 11th Edition

Devin Stevenson

From: Louis Streater
Sent: Monday, April 3, 2023 2:51 PM
To: Devin Stevenson
Subject: Anderson Drive



Notice of Public
Hearing
Posted 3/3/23





Sent from my iPhone



March 17, 2023

Katawba Valley Land Trust
PO Box 1776
Lancaster, SC 29721

**RE: Rezoning – Anderson Drive
A Portion of Tax Map # 0062-00-086.01- Identified as “Tract A”**

Dear property owner(s):

As a courtesy, we are notifying property owners adjacent to reference property (map enclosed) of a request to amend the City’s Official Zoning Map. The property owner is requesting a MF- Multi-Family zoning classification.

The Planning Commission of the City of Lancaster, South Carolina, is scheduled to hold a Public Hearing on Tuesday, April 4, 2023, with the meeting to begin at 6:30 PM in the Council Chambers at City Hall (216 S. Catawba Street), to confirm the zoning classification of MF- Multi-Family.

You are encouraged to appear and present your views either for or against this request. Additional information concerning this request is available in the Office of Building and Zoning, 216 S. Catawba St., Lancaster, South Carolina, telephone (803) 283-4253.

Respectfully,

Louis Streater
Department Director

Enclosures

Allez à l'adresse Easy Peel
Allez à l'adresse Easy Peel

David Russo & Elaine Aschettino
1525 University Drive
Lancaster, SC 29720

Mark Sistare
957 Anderson Road
Lancaster, SC 29720

John Gunter
959 High Lane
Lancaster, SC 29720

Christopher & Maranda Gagne
1202 Brook Road
Lancaster, SC 29720

Anthony & Antoniette
Shannon
848 Hardin Street
Lancaster, SC 29720

Builders Supply Co.
501 S. French Street
Lancaster, SC 29720

Etiquettes d'adresse Easy Peel
Etiquettes d'adresse Easy Peel

Linda & Ray Sapp
965 Anderson Road
Lancaster, SC 29720

Tristin Hinson
953 Anderson Road
Lancaster, SC 29720

Linda Tiffany
1413 Chestnut Street
Lancaster, SC 29720

Patrick & Katie O'Rourke
902 Brook Road
Lancaster, SC 29720

Jennifer Cash
820 Lakeside Circle
Lancaster, SC 29720

Katawba Valley Land Trust
PO Box 1776
Lancaster, SC 29721

P77
Jessica Hinson & John Catoe
961 Anderson Road
Lancaster, SC 29720

James Crumpler
950 High Lane
Lancaster, SC 29720

Judy Willis
1405 Chestnut Street
Lancaster, SC 29720

Educational Foundation of the
USCL Inc.
PO Box 889
Lancaster, SC 29721

Brenda Jones
824 Lakeside Circle
Lancaster, SC 29720

Adjacent
Property
Owners

The following zoning districts are established in accordance with the city zoning ordinance. Article declared minimum requirement. The provisions of this article shall be minimum requirements, adopted for the promotion of the public health, safety, morals or general welfare. Whenever the requirements of this article are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions or covenants, the most restrictive, or that imposing the higher standards, shall govern.

(a) *Residential districts.* The following residential use districts are hereby established: R-15, R-10, R-6, MF, and MHP. Each of these districts is designed for the persons who reside there and intended to secure a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities.

(1) The R-15 residential district is designed to accommodate the least dense single-family residential developments within the city. The principal use of land is for single-family dwellings and for related recreational, religious and educational facilities normally required to provide an orderly and attractive residential areas. The regulations for this district are intended to discourage any use which, because of its character would interfere with the development of or be detrimental to the quiet residential nature of the area included in the district.

(2) The R-10 residential district is designed to accommodate both single and two-family residential developments within those areas of the city where a slightly higher density than is allowed in the R-15 district is appropriate. The principal use of land is for single and two-family dwellings and for related recreational, religious and educational facilities normally required to provide an orderly and attractive residential areas. The regulations for this district are intended to discourage any use which, because of its character would interfere with the development of or be detrimental to the quiet residential nature of the area included in the district.

(3) The R-6 residential district is established for the most dense residential development within the city. The principal use of land is for single-family and two-family dwellings and for related recreational, religious and educational facilities normally required to provide an orderly and attractive residential areas. The regulations for this district are intended to discourage any use which, because of its character would interfere with the development of or be detrimental to the quiet residential nature of the area included in the district.

* (4) **The MF multiple-family district** is designed to accommodate moderate density single-family development and low density multiple-family developments in areas within the city's planning jurisdiction that are appropriate for development at higher densities. This district should function as the location for alternative housing types near or in direct relationship to single-family detached housing. The maximum density permitted in this district for single-family

* Sec. 19-11. - Referral of matters to commission; procedure for enactment or amendment of zoning regulation or map; notice and rights of landowners; time limit on changes. P79

City council may provide for the reference for any matters or class of matters to the planning commission, with the provision that final action on it may not be taken until the commission has submitted a report on it or has had a reasonable period of time as determined by council to submit a report.

- (1) Before enacting or amending any zoning regulations or maps, the planning commission, as hereby authorized by city council, shall hold the required public hearing on it, which must be advertised in a newspaper of local circulation with at least fifteen (15) days notice of the time and place of the public hearing. In cases of involving rezoning, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice visible from each public thoroughfare that abuts the property. If the city maintains a list of groups that have expressed an interest in being informed of zoning proceedings, notices of such meetings must be mailed to these groups. No change in or departure from the text or maps as recommended by the commission may be made pursuant to the hearing unless the change or departure be first submitted to the commission for review and recommendation. If the commission fails to submit a report within thirty (30) days, it is deemed to have approved the change or departure. When the required public hearing is held by the planning commission, no public hearing by council is required before amending the zoning ordinance text or maps.
- (2) If a landowner whose land is the subject of a proposed amendment will be allowed to present oral or written comments to the planning commission, at least ten (10) days' notice and an opportunity to comment in the same manner must be given to the other interested members of the public, including owners of adjoining property.
- (3) An owner of adjoining land or his representative has standing to bring an action contesting the ordinance or amendment; however, this section does not create any new substantive right in any party.
- (4) No challenge to the adequacy of notice or challenge to the validity of a regulation or map, or amendment to it, whether enacted before or after the effective date of this section, may be made sixty (60) days after the decision of city council if there has been substantial compliance with the notice requirements of this section or with established procedures of city council or the planning commission.
- (5) The planning commission may, from time to time, recommend to city council amendments to the city code relative to zoning and/or the zoning district map of the city. Proper notice must be provided as determined in this section.

developments (including duplexes) and for multiple-family development is found in section 31-102. The density for a high density multiple-family development is found in subsection 31-89(1)b.

(5) The MHP manufactured home park district is established to accommodate planned *manufactured housing park developments*. This district affords city residents with an alternative housing type and thereby promotes the health, safety, and welfare of the community. This district shall apply to specified parcels of land only at the request of the owners of such parcels. Such manufactured home parks shall be developed with a zoning permit issued in accordance with both the permit approval and conditional and special exception uses articles of this chapter.

(b) *Commercial districts*. The following commercial districts are hereby established: PO, B-1, B-2, and B-3. These districts are created to accomplish the purposes and serve the objectives set forth in the remainder of this section.

- (1) The PO professional office district is established to provide an area in which professional office uses such as doctor's, dentist's, lawyer's, surveyor's offices and related commercial establishments may be compatibly located, in order that these related land uses can be near each other for the convenience of both proprietors of these businesses and their clients.
- (2) The B-1 central business district is designed to accommodate the office, governmental, and institutional needs of the community. The district is also designed to provide for and promote concentrated development of retail establishments and personal and business services to supply the needs of residents, transients, and business industry in the urban center of the county as well as in the entire travel area. Except for churches and residential occupancies, land uses in this district are not subject to the off-street parking requirements in article XI. Except for off-street parking requirements, multiple family dwellings and churches retro-fitted in existing buildings are not subject to regulations contained in article IV (multiple-family development and religious institutions).
- (3) The B-2 neighborhood commercial district is intended to be a transitional district between commercial and residential areas and is designed to increase potential uses of property where limitation to strictly residential use would be unduly restrictive, but where general commercial development would not be appropriate because of the residential nature of the neighborhood. The outdoor storage or display of merchandise, materials or inventory is prohibited in this district.
- (4) The B-3 general commercial district is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise

* **Sec. 31-101. - Minimum lot size requirements.**

The following zones shall have a minimum of the amount of square footage indicated in the following table:

Zone	Minimum Square Feet (4)
R-15	15,000 (1)
R-10	10,000 (1), (2)
R-6	6,000 (1), (3)
MF	10,000
MHP	3 acres
PO	10,000
B-1	none
B-2	3,000
B-3	7,000
IND	7,000

- (1) For nonresidential buildings, the lot size shall be adequate to provide the yard requirements of this article and the off-street and loading requirements of article XI; provided, however, that the lot size for each nonresidential building shall not be less than thirty thousand (30,000) square feet.
- (2) Two-family dwellings, fifteen thousand (15,000) square feet.
- (3) Two-family dwellings, eight thousand (8,000) square feet.
- (4)

P82
Sec. 31-103. - Minimum lot widths.

- (a) The lot width shall be measured along a straight line connecting the points at which a line that delineates the required setback from the street intersects with lot boundaries lines at opposite sides of the lot.
- (b) No lot created after the effective date of this chapter [November 13, 2007] shall contain less land or be smaller in width than the minimum lot area and width established by this section.

Zone	Lot Width (4)
R-15	80
R-10	70 (1), (3)
R-6	60 (2), (3)
MF	80
MHP	100
PO	70
B-1	None
B-2	60
B-3	60
IND	60

- (1) Two-family dwellings require seventy-five (75) feet of lot width.
- (2) Two-family dwellings and multiple-family require seventy (70) feet of lot width.
- (3) Nonresidential lots require one hundred (100) feet of lot width.
- (4) After the effective date of this chapter, no yard or lot existing at the time of passage of this chapter shall be reduced in size or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this chapter shall meet at least the minimum

R-15: Residential District R-10: Residential District R-6: Residential District MF: Multifamily District PO: Professional Office District B-1: Business District B-2: Neighborhood Commercial District (GR, B-1-G, B-4)	B-3: General Business District (GR, B-1-G, B-4) IND: Industrial District (I-1, I-2) MHP: Manufactured Home Park NAICS: North American Industrial Classification System SE: Means that a special exception from the board of zoning appeals is necessary in order to allow use UP: Means that the use is permitted
---	--

	Use description	NAICS	R-15	R-10	R-6	PO	B-1	B-2	B-3	IND	MF (1)	MHP (1)
1	<i>Residential</i>											
	Cluster Development		SE (1)	SE (1)	SE (1)			SE				
	Condominium Development					SE (1)	SE (1)	SE	SE			
	Convalescent Home		SE	SE	SE	UP		SE	SE			
	Dwelling, Single-Family		UP	UP	UP		UP	UP		UP	UP	UP
	Dwelling, Two-Family			UP	UP		UP	UP		UP	UP	UP
	Group Home		SE	SE	SE							
	Multifamily Development						UP (1)				UP	
	Manufactured Homes			UP (1)	UP (1)						UP (1)	
	Nursing Home		SE	SE	SE	UP	SE	UP	UP		UP	
	Rooming and Boarding House			SE	SE		SE	SE				
	Bed and Breakfast		SE (1)	SE (1)	SE (1)	UP (1)	UP (1)	UP				
2	<i>Commercial</i>											
	Ambulance Service		SE	SE	SE	UP	UP	SE	UP	UP	SE	SE
	Appliance Sales/Service						UP		UP			

Automatic Car Wash								UP	UP		
Automobile Parking Lot						UP	UP	UP	UP		
Automobile Parts Sales						SE		UP	UP		
Automobile Sales/Service	441					UP		UP	UP		
Automobile Upholstery Shop								UP	UP		
Bakery						UP	UP	UP	UP		
Barber and Beauty Shop	81211					UP	UP	UP	UP		
Bingo						SE		UP	UP		
Body Piercing/Branding Establishments								SE (1)			
Building Material, Garden Equipment and Supplies Dealers	444130					UP		UP	UP		
Bus Stations, Taxicab Stations						UP		UP	UP		
Cabinet Shop									UP		
Use description	NAICS	R-15	R-10	R-6	PO	B-1	B-2	B-3	IND	MF (1)	MHP (1)
Child Care or Day Care Center; Adult Day Care		SE	SE (1)	SE (1)	SE (1)	UP	SE	UP (1)	(1)		
Children's Home		SE	SE	SE			SE				
Clinical, Medical, Dental					UP	UP					
Clothing and Clothing Accessories Store	448					UP	UP	UP			
Communication Tower and Antenna		SE (1)	SE (1)	SE (1)	UP (1)	UP (1)	SE	UP	UP (1)	SE (1)	SE (1)
Dance Studio	611610					UP	UP	UP			
Delicatessen	611610						SE				
Drug Store, Pharmacy	446				UP	UP	UP	UP			
Dry Cleaner and Laundry Service	8123					UP	UP	UP	UP		

Electronic and Appliance Store	443					UP		UP			
Festivals, Bazaars, Outdoor sales events, Carnivals, Circuses, Revivals, Temporary Promotions						UP (1)	UP	UP (1)	UP (1)	UP	
Farm Machinery and Implemented sales/service								UP	UP		
Farmers Market								UP	UP		
Feed and Seed, Packages and Retail						SE		UP	UP		
Financial Institution	5221					UP		UP	UP	UP	
Firearms/Ammunition Sales/Service						UP		UP	UP		
Fireworks Sales								UP (1)	UP (1)		
Florist Shop						UP	UP	UP	UP		
Food and Beverage Stores, Convenience Stores (except 4453)	445					UP	SE	UP			
Food Service and Drinking Place	722					SE	UP		UP		
Funeral Home, Crematorium								SE	SE		
Funeral Home, Mortuary Services	812210					UP	SE	UP	UP		
Furniture Repair and Upholstery								UP	UP		
Furniture Store	442110, 453310					UP		UP			
Garden Supply Store						UP		UP			
General Merchandise Store	452					UP		UP			
Greenhouse and Plant Nursery								UP	UP		
Health and Personal Care	446					UP	UP		UP		

Heating, Air Conditioning and Plumbing Sales and Service								UP	UP		
Historical Site and Building						UP	UP				
Home Occupations		UP (3)	UP (3)	UP (3)		UP (3)	UP			UP (3)	UP (3)
Hotel and Motel						UP (1)		UP (1)			
Informational and Data Processing Services	721110				UP	UP	UP	UP			
Laboratory, Medical, Dental					UP	UP		UP	UP		
Liquor Store						UP		UP			
Medical Facility					UP	UP	SE	UP			
Medical Supplies, Sales and Service					UP	UP	UP		UP		
Miscellaneous Retailers (except 453930)	453					UP		UP			
Manufactured/Modular Home and Recreational Vehicle Sales/Service	453930							UP (1)	UP (1)		
Motorcycle Sales and Service	441221					UP		UP	UP		
Office, Business or Professional					UP	UP	UP	UP	UP		
Other Amusement and Recreational Facilities	7139					SE		UP			
Pawn Shop						UP		UP			
Personal and Household Goods Repair and Maintenance	8114					UP		UP	UP		
Professional, Scientific and Technical Service	541				UP	UP	UP	UP			
Public Utility Building and Use		SE (1)	SE (1)	SE (1)		SE (1)	SE	UP (1)	UP (1)		
Restaurant					SE	UP		UP	UP		
Service Stations						SE		UP	UP		

	Sporting Goods, Hobby, Book and Music Stores	4512					UP	UP	UP		
	Tailor						UP	UP	UP		
	Tattooing, Body Piercing, Branding Establishments								SE (1)		
	Tavern, Nightclub, Pool Hall, Game-room, Private Club						SE		UP	UP	
	Toy Store	451120					UP		UP		
	Veterinary Clinic								UP		
	Video Game Machine Establishment								UP (1)	UP (1)	
	Video Store	4512						UP	UP	UP	
3	<i>Industrial</i>										
	Apparel Manufacturing	315							SE	UP	
	Automobile/Truck Repair and Rebuilding Shop (Body Shop)	8111							SE	UP	
	Bottling Works								SE	UP	
	Building Contractor and Related Activities								SE	UP	
	Building Materials, sales and storage	4441							UP	UP	
	Cabinet Making									SE	
	Coal, sales and storage	4543								SE	
	Commercial Kennel									SE	
	Concrete Products Manufacture	327390								SE	
	Cotton and Vegetable Oil Processing and Refining	3112								SE	
	Electrical Equipment Assembly								SE	UP	
	Farm Implement Machinery Sales and Storage								UP	UP	

Cemetery/Mausoleum		UP	UP	UP	UP	UP	UP	UP	UP		
Public Park and Playground		UP	UP	UP	UP	UP	UP	UP	UP		
Recreational Facilities (public-lighted, private)		SE/JCP (1), (2)	SE/CPC (1), (2)	SE/CPC (1), (2)	SE/CPC (1), (2)	SE/CPC (1), (2)	SE	UP/CPC (1), (2)	UP/CPC (1), (2)	SE/CPC (1), (2)	SE/CPC (1), (2)

(1) See article IV for special conditions associated with use.

(2) CPC means that although allowed, a public project review shall be obtained by the city planning commission (CPC) prior to issuance of permits.

(3) See sections 31-34 and 31-232 for specific regulations pertaining to home occupations.

(Ord. No. 009-16, 6-23-09)

Agenda Item IX.C

City of Lancaster
City Council Meeting
May 23, 2023

TO: City Council
SUBJECT: Annexation Ordinance
INITIATED BY: Cindy DePaola
PREPARED BY: Building & Zoning Director

Background: Dominick and Cindy DePaola have submitted an annexation petition for a single parcel consisting of 3 acres located on the northside of Monroe Highway across from Miller's Ridge Apartments. The DePaolas wish to build mini warehouses, also known as self-storage units, that will be rented to individuals and businesses.

This parcel is contiguous to the City to the south.

Financial: The mini warehouses north of the City on US 521, which is similar in scope and size to the proposed development, have an appraised value of \$1,824,700. If these mini warehouses are appraised similar, this development will generate over \$19,500 per year in annual property tax.

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 it is not expected to place any additional burden on the police, fire, and solid waste.

Recommendations/Actions: Approve Ordinance O23-15.

Attachments: Ordinance O23-15, annexation petitions, deed, survey plat, and location map.

ORDINANCE 023-15

AN ORDINANCE ANNEXING INTO THE CITY OF LANCASTER, SOUTH CAROLINA ONE PARCEL OF LAND TOTALING 3.0 ACRES LOCATED IN THE GENERAL VICINITY OF 221 MONROE HIGHWAY AND OWNED BY CINDY DEPAOLA

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 piece, parcel, or tract of land, including all improvements located thereon, lying, being and situate in Gills Creek Township, Lancaster, South Carolina, located just North of Lancaster on the West side of SC Hwy 200 containing three (3.00) acres, and being more particularly shown, described and designated on Plat of Survey entitled "State of South Carolina County of Lancaster Property to be Conveyed to Dominick DePaola and Cindy DePaola" prepared by Jack Smith Surveying, dated June 29, 2015 and recorded in the Office of the Register of Deeds for Lancaster County as recorded plat in Book 2015 at Page 454. Reference to said plat is craved for a more minute description.

Being the same property conveyed to Cindy DePaola and DePaola Holdings, LLC by Deed of Joseph L. Hicks recorded July 8, 2015 in Book 892 at Page 257 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No.: 0061-00-118.01

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

DONE IN MEETING ASSEMBLED on the 13th day of June 2023, and to become effective June 13, 2023.

Yeas _____ Nays _____

Requested by:

Cindy DePaola

T. Alston DeVenny, Mayor

Approved as to Form:

Mitch Norrell, City Attorney

Tracy Rabon, Municipal Clerk

First Reading: May 23, 2023

Second Reading: _____



City of Lancaster Annexation Petition

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

INFORMATION

Petitioner/Owner Name <i>LINDY DEPAOLA</i>	Telephone <i>980-275-2346</i>
Mailing Address / City ST ZIP <i>1700 CHAMBERLAIN CT, WAXHAW, NC 28173</i>	
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

<i>MORROUE HILL AT CITY LIMIT, ACROSS FROM MILLER RIDGE APARTMENTS AND ACROSS FROM COUNTY HEAVY INDUSTRIAL</i>	Tax Map # <i>0061-00-118.01</i>	Requested Zoning B3
	Tax Map # Acres (±) <i>3</i>	Requested Zoning
	Tax Map # Acres (±)	Requested Zoning
	Tax Map # Acres (±)	Requested Zoning
	Tax Map # Acres (±)	Requested Zoning

Attach a metes and bounds legal description prepared by a surveyor 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

<i>Cindy DePaola</i>	<i>C. DePaola</i>	<i>5/5/23</i>
<i>DOMINICK DEPAOLA</i>	<i>[Signature]</i>	<i>5/5/2023</i>

ACTION BY LANCASTER CITY COUNCIL

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

LANCASTER COUNTY ASSESSOR
Tax Map:
0061 00 118 01

RECORDED THIS 20th DAY
OF JULY, 2022
IN BOOK 00 PAGE 00

Stephanie C. Knight

Auditor, Lancaster County, SC

DEED DRAWN BY TRIMNÀL & MYERS, LLC
STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

2022011909	
DEED	
RECORDING FEES	\$15.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED:	
07-20-2022 09:27:49 AM	
BRITTANY GRANT	
<small>REGISTER OF DEEDS LANCASTER COUNTY, SC</small>	
BY: STEPHANIE KNIGHT	
BK: DEED 1571	
PG: 205 - 207	

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, THAT **Cindy DePaola and DePaola Holdings, LLC** (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of **Five Dollars and 00/100 (\$5.00)** paid by **Cindy DePaola** (hereinafter called "Grantee") in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these Presents (do(es) grant, bargain, sell and release, unto the said:

Cindy Depaola, her Successors and/or Assigns Forever:

All that certain piece, parcel or tract of land, including all improvements located thereon, lying, being and situate in Gills Creek Township, Lancaster, South Carolina, located just North of Lancaster on the West side of SC Hwy 200 containing three (3.00) acres, and being more particularly shown, described and designated on Plat of Survey entitled "State of South Carolina County of Lancaster Property to be Conveyed to Dominick DePaola and Cindy DePaola" prepared by Jack Smith Surveying, dated June 29, 2015 and recorded in the Office of the Register of Deeds for Lancaster County as recorded plat in Book 2015 at Page 454. Reference to said plat is craved for a more minute description.

Being the same property conveyed to Cindy DePaola and DePaola Holdings, LLC by Deed of Joseph L. Hicks recorded July 8, 2015 in Book 892 at Page 257 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map # 0061-00-118.01

Grantees address: 1700 Chamberwood Court Waxhaw, NC 28173

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

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

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

AND the said GRANTOR does hereby bind itself and its successors and/or assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, her Successors and/or Assigns, against herself and her Successors and/or Assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our Hand(s) and Seal(s) this 18th day of July, in the year of our Lord Two thousand twenty two (2022).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF.

[Signature]
Witness #1

C. DePaola
Cindy DePaola

[Signature]
Witness #2

[Signature]
Dominick DePaola, Managing Member
DePaola Holdings, LLC

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF LANCASTER)

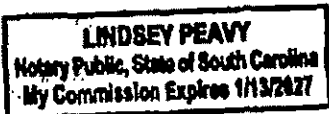
I, Lindsay Peavy, Notary Public for the State of SC,

do hereby certify that Cindy DePaola and Dominick DePaola, as Managing Member, appeared before me this day and acknowledged the due execution of the foregoing deed.

Sworn before me this 18th day
of July, 2022

[Signature]
Notary Public for the State of SC

My Commission Expires: 01 13 2027

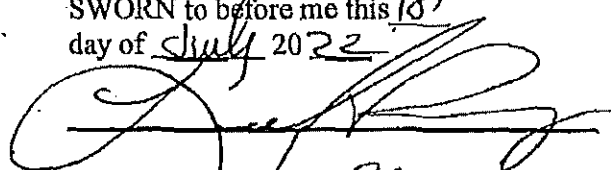


STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER) AFFIDAVIT FOR EXEMPT TRANSFERS

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

- 1. I have read the information on the back of this affidavit and I understand such information.
- 2. The property being transferred is located at Nomad Lane, Lancaster County Tax Map Number 0061-00-118.01 was transferred from Cindy DePaola and DePaola Holdings, LLC to Cindy DePaola on 7/18 2022
- 3. The deed is exempt from the deed recording fee because (See information section of affidavit): 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; as defined in Code Section 12-24-30, - see exemption #1 (Code Section 12-24-40(1))
- 4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
- 5. 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.

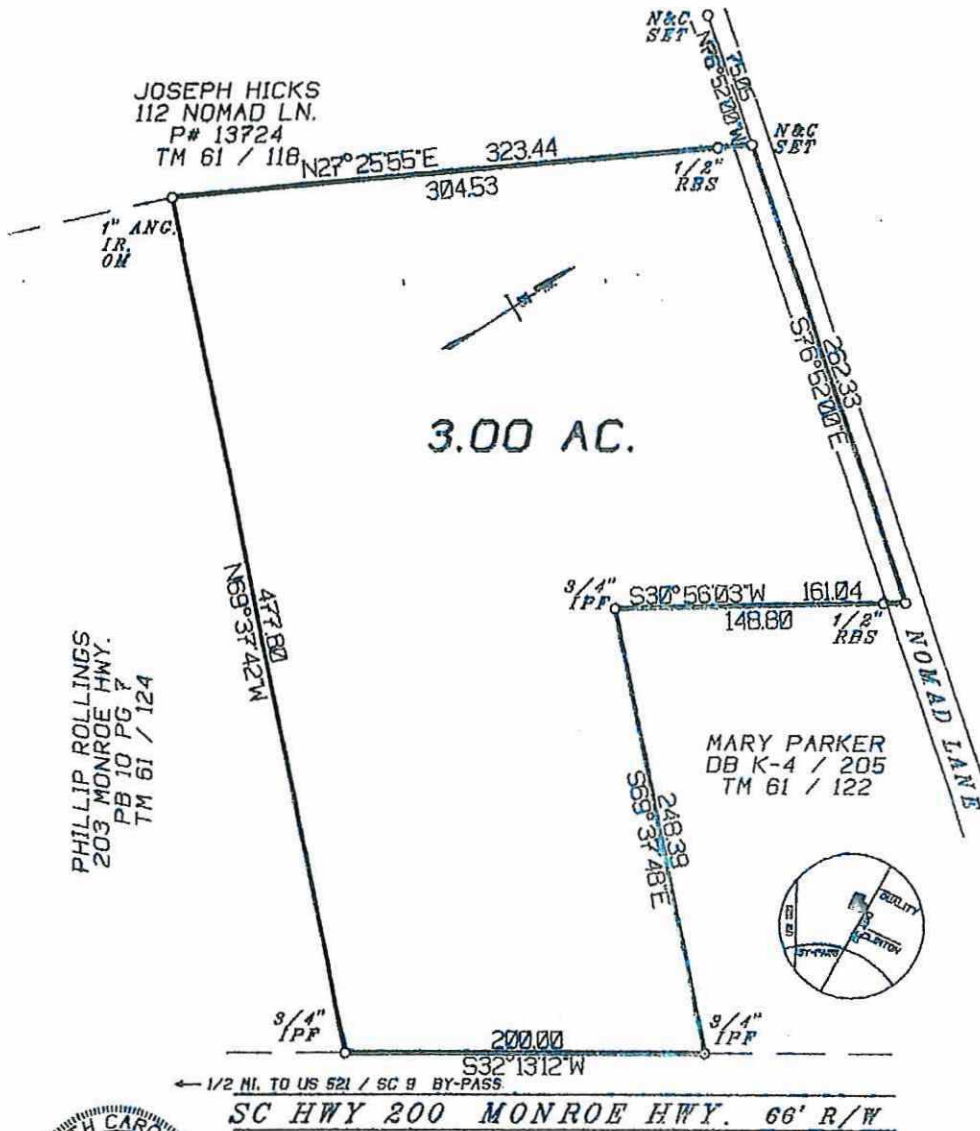
C. DePaola
Grantor

SWORN to before me this 18th
day of July 2022

Notary Public for SC
My Commission Expires: 01/13/2027

LINDSEY PEAVY
Notary Public, State of South Carolina
My Commission Expires 1/13/2027

2015010044
 PLAT SMALL RECORDING FEES \$5.00
 PRESENTED & RECORDED:
 07-02-2015 10:22 AM
 JOHN LANE REGISTER OF DEEDS LANCASTER COUNTY, SC
 By: JOHN LANE REGISTER
 BK: PLAT 2015
 PG: 454-454

APPROVED FOR RECORDING
John Lane 7/2/15
 Registering Official
 Plat must be recorded by 9/2/15



PHILLIP ROLLINGS
 203 MONROE HWY.
 PB 10 PG 7
 TM 61 / 124

To the best of my knowledge, the survey shows hereon was made in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets the requirements for a



STATE OF SOUTH CAROLINA
 COUNTY OF LANCASTER
 PROPERTY TO BE CONVEYED TO

DOMINICK DePAOLA AND CINDY DePAOLA

LOCATED JUST NORTH OF LANCASTER ON THE WEST SIDE OF SC HWY 200, BEING A PORTION OF THE JOSEPH HICKS LANDS SHOWN ON PLAT NO. 13724.

(803) 285-7626		JACK SMITH SURVEYING		1504 GREYFOX EST. RD. LANCASTER, SOUTH CAROLINA	
SCALE	TAX MAP	PKR	DATE		
1" = 80'	P/O 61 / 118	DEPDOE15	29 JUNE, 2015		

