

CITY OF WESTMINSTER CALLED MEETING
Thursday, January 27, 2022 @ 6:00 PM
Westminster Depot
135 E Main Street

AGENDA

Call to Order

Invocation & Pledge of Allegiance

Certification of Quorum

Public Comments:

The floor is now open for public comments. Citizens of Westminster or others who have registered for time with the Clerk can now address Council for any matters on tonight's agenda or other matters you wish to bring before the Council. Speakers are allowed up to 3 minutes and possibly longer if that Speaker is recognized in advance as representing a larger group with similar concerns. In order to preserve the decorum of this public meeting, and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

Old Business

1. Second Reading of Ordinance #2022-01-19-01; Budget Amendment #4 to amend the FY2021/2022 Annual Budget to include a 20% sewer rate increase in the per one-thousand gallon fee for all rate codes.
2. Second Reading of Ordinance #2022-01-19-02 to sell or otherwise convey City Property (Tax Map #530-16-13-014) approximately 0.77 acres located on Lucky Street and commonly referred to as the Pool Building to Westminster Senior Outreach
3. Second Reading of Ordinance #2022-01-19-03 to authorize a Lease Agreement with Oconee Cultivation Project for 20 West Abbey Street, Westminster, SC (Tax Map #530-12-01-023)

Routine Business

1. Approval of the January 19, 2022 Called Meeting minutes.

Adjourn

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE) ORDINANCE #2022-01-19-01

CITY OF WESTMINSTER)

AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF WESTMINSTER, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS; The Westminster Sewer System serves the City of Westminster; and

NOW THEREFORE; the proposed rate structure is adopted and reflected on the customers March 1,2022 billing;

Current Rate Schedule:

Description	Current Monthly Fee Per 1,000 GAL
SW Non-Res 3" WM	\$6.35
SW Inside Residential	\$6.92
SW Outside Residential	\$7.32
SW Non-Res 6" WM	\$6.35
SW Non-Res 4" WM	\$6.35
SW Non-Res 2" WM	\$6.35
TN SW Non-Res 4: WM Main	\$3.99
County Sewer Only	\$5.05

Description	Proposed Monthly Fee Per 1,000 GAL
SW Non-Res 3" WM	\$7.62
SW Inside Residential	\$8.30
SW Outside Residential	\$8.78
SW Non-Res 6" WM	\$7.62
SW Non-Res 4" WM	\$7.62
SW Non-Res 2" WM	\$7.62
TN SW Non-Res 4: WM Main	\$4.79
County Sewer Only	\$6.06

APPROVED, this 19th day of January 2022.

Brian Ramey, Mayor

First Reading: January 19, 2022

Second Reading: January 27, 2022

STATE OF SOUTH CAROLINA

Buyer Address:
312 Retreat St.
Westminster, SC 29693

Seller Address:
P.O. Box 399
Westminster, SC 29693

COUNTY OF OCONEE

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CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE is made and entered into this _____ day of _____, 2022, by and between **The City of Westminster** (hereinafter "Seller") and **Westminster Senior Outreach, a South Carolina Non-Profit Corporation**, (hereinafter "Buyer"), and the agreement is executed and delivered in duplicate originals.

I. THE PREMISES

For and in consideration of the sales price hereinafter specified, and the mutual promises and covenants contained herein, it is mutually agreed that the Seller will sell and convey to the Buyer, and the Buyer will purchase from the Seller according to the terms hereof, the following described parcel of real property [hereinafter "Premises"], to wit:

Parcel of land located off of Lucky St., containing .77 acres more or less, and being designated as TMS # 530-16-13-014.

II. TERMS OF THE SALE

The sales price for the Premises is agreed to be the sum of ONE DOLLAR AND NO/CENTS (\$1.00) (hereinafter "Purchase Price") to be paid by the Buyer to the Seller at closing on the date set forth in Section III of this agreement. Additionally, such sale shall be subject to a reverter clause such that the Deed conveying the Property from the City of Westminster to Westminster Senior Outreach shall include a provision whereby the Premises will revert to the City of Westminster in the event the Property is no longer being used for the not for profit provision of senior citizen services and activities for the citizens of the City of Westminster.

III. CLOSING AND CONVEYANCE

The closing date shall be on a date on or before February 1, 2022 (hereinafter "Closing Date"). On the Closing Date, Buyer shall pay Seller the Purchase Price and Seller shall deliver title to the Buyer for the Premises by general warranty deed conveying good, marketable, fee simple title to the Premises.

IV. DISCLAIMER OF WARRANTY

It is acknowledged that prior to the execution of this Contract, the Buyer had ample opportunity and free access to fully examine and inspect the Premises and any improvements thereon situate, including but not limited to any and all fixtures included therein. Unless specific exceptions are noted in writing upon the face of this Agreement, the subject Premises are purchased and accepted by the Buyer in "AS IS" condition and no warranty of the Premises, its fitness, freedom from defects in workmanship or materials, has been expressed or implied by the Seller.

V. CLOSING FEES

The Seller and Buyer agree that, unless otherwise provided for in this Agreement, closing costs shall be paid by the Seller and Buyer as follows:

- A. Seller shall provide payment for the deed preparation, any recording charge based on the value of the Premises, and all costs necessary to deliver marketable title including recording of satisfactions and property taxes for the Premises to the Closing Date.
- B. Buyer shall provide payment for any of the following costs: title examinations, attorney fees, and flat fee to record deed.
- C. Taxes for the Premises will be prorated and adjusted as of the Closing Date. Tax prorations pursuant to this Agreement are to be based on the tax information available on the Closing Date and are to be prorated on that basis.

VI. RISK OF LOSS OR DAMAGE

In the event that the Premises is destroyed wholly or partially by fire, earthquake, flood, natural disaster, act of God, or any other event not within the control of either Seller or Buyer, Seller and Buyer shall have the option for ten (10) days thereafter of proceeding under this Agreement OR terminating this Agreement pursuant to Section IX.

VII. ACTUAL COSTS

Actual costs as used in this Agreement shall mean and include all costs and expenses incurred or obligated for by the Buyer or Seller in an effort to consummate this Sale and such costs include but are not limited to cost of credit report, appraisal, survey, inspections and reports, title examination, and any broker fee or commission of this sale (hereinafter "Actual Costs").

VIII. DEFAULT

If Seller or Buyer fail to perform any covenant of this Agreement, the other may elect to:

- A. Seek any remedy provided by law, including but not limited to attorney fees and all Actual Costs incurred, OR
- B. Terminate this Agreement by five (5) day written notice.

IX. TERMINATION UPON DEFAULT OR DESTRUCTION

If this Agreement is terminated by either party pursuant to Section VI or Section VIII(B), Seller and Buyer shall execute a written release of the other from this Agreement and both Seller and Buyer shall agree to hold any escrow agent harmless. If either Seller or Buyer refuses to execute a release pursuant to this Section IX, escrow agent, if any, will hold any earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

X. ACKNOWLEDGEMENT

Each of the parties agree that all terms and conditions hereof shall be binding on themselves, their heirs and assigns, and each acknowledges receipt of one executed copy of this Contract, which shall be and constitute an original.

XI. SURVIVAL CLAUSE

This Agreement and the terms hereof shall not be merged into the documents of conveyance at closing, but shall survive and remain a binding contractual agreement between the parties.

XII. GOVERNING LAW

The Seller and Buyer agree that the law of the State of South Carolina govern all matters arising under and relating to this Agreement.

XIII. ASSIGNABILITY

This agreement is not assignable by the Buyer to any person or entity.

XIV. MERGER CLAUSE

This Agreement establishes the complete and exclusive statement of the terms of this Agreement. All prior and contemporaneous negotiations and agreements between the Seller and Buyer on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Hands and affixed their Seals, this day and date first above written.

Signed, Sealed, and Delivered City of Westminster
in the Presence of:
[As to Seller]

_____ [SEAL]
By: Kevin Bronson, City Administrator

[As to Buyer]

_____ [SEAL]
Westminster Senior Outreach
BY: Judy Caywood
ITS: President

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Grantee Address:

312 Retreat St.

Westminster, SC 29693

*

**TITLE TO REAL ESTATE
(DEED)**

KNOW ALL MEN BY THESE PRESENTS that, **the City of Westminster**, in the state aforesaid, for and in consideration of the sum of One and No/100 (\$1.00) dollars, to it in hand paid by **WESTMINSTER SENIOR OUTREACH, A SOUTH CAROLINA NON-PROFIT CORPORATION**, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions ("Exceptions") set forth below unto the said **WESTMINSTER SENIOR OUTREACH subject to the below stated Exceptions**, the following described real property, to wit:

All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Oconee, Town of Westminster, lying on the east side of Lucky Street and fronting thereon a distance of 100 feet and commencing at the northwestern corner of the American Legion lot and running thence along lucky Street south 40 degrees west a distance of 100 feet; thence south 50 degrees east a distance of 200 feet; thence north 40 degrees east a distance of 100 feet; thence north 50 degrees west a distance of 200 feet to the point of beginning.

AND ALSO:

All that certain piece, parcel, or lot of land situate, lying, and being in the Town of Westminster, Oconee County, South Carolina, lying on the east side of Lucky Street and fronting thereon a distance of 10 feet and commencing at the northwestern corner of the land previously conveyed to the Westminster Recreational Club and running thence along Lucky Street south 40 degrees west a distance of 10 feet; thence south 50 degrees east a distance of 260 feet; thence north 40 degrees east a distance of 110 feet; thence north 50 degrees west a distance of 60 feet to corner of Westminster Recreational Club property.

These being the identical lots of land conveyed to the City of Westminster, successor in interest to the Town of Westminster and the Commission of Public Works, by deed of Westminster Recreational Club, recorded on April 19, 1978 in Deed Book 12-Z at Page 397 in the records of Oconee County, South Carolina.

TMS # 530-16-13-014

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING EXCEPTIONS: Any and all covenants, restrictions, easements, or rights of way heretofore conveyed by the Grantor herein or any predecessor in title as may appear of public record or upon the premises. **The real property conveyed herein shall be subject to the possibility of reverter and shall revert to the City of Westminster in the event the Property is no longer being used for the not for profit provision of senior citizen services and activities for senior citizens, including, but not limited to, citizens of the City of Westminster. Grantor shall also retain an easement through and over the property of the Grantee herein shown as the presently existing road between the American Legion building and the building conveyed herein for ingress and egress for the benefit of the Grantor, Grantor's licensees and invitees, and other members of the public desirous of using the Grantor's property adjacent to the premises conveyed herein identified by Oconee County TMS: 530-16-13-008 and containing 5.08 acres, more or less.**

TOGETHER with, subject to the above stated Exceptions, 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, subject to the above stated Exceptions, all and singular, the premises before mentioned unto the said **WESTMINSTER SENIOR OUTREACH.**

WITNESS the hand and seal of the Grantor this _____ day of _____, 2022.

Signed, Sealed and Delivered
in the Presence of:

The City of Westminster

_____ [SEAL]

BY: Kevin Bronson

ITS: City Administrator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF OCONEE)

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared the grantor, who, being personally known to me or having produced proper identification, and upon being duly sworn, stated that he executed the within written Title to Real Estate for the purposes therein written.

Sworn to before me this
_____ day of _____, 2022.

_____(LS)
Notary Public of South Carolina
Printed Name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LEASE AGREEMENT

PURSUANT TO §15-48-10 OF THE CODE OF LAWS OF SOUTH CAROLINA [1976], AS AMENDED, PLEASE TAKE NOTICE THAT THIS AGREEMENT CONTAINS A PROVISION FOR THE SUBMISSION OF ANY CONTROVERSY ARISING HEREUNDER TO ARBITRATION.

THIS AGREEMENT made and entered into this ____ day of January, 2022, between the **City of Westminster** (hereinafter "the Lessor") and **The Oconee Cultivation Project, a South Carolina Non-Profit Corporation** (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

NOW THEREFORE, the Lessor and the Lessees covenant and agree, each with the other:

I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants contained herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the that portion of real property commonly identified as 20 W. Abbey St., Westminster, SC 29693 and described upon "Exhibit A" attached hereto and incorporated herein by reference (hereinafter "the Premises"). This lease is made subject to any rights of way or easements heretofore granted and/or existing upon the Premises, together with such rights, reservations and restrictions as to use as may affect the same.

II: TERM AND RENTAL

2.1: Term. The term of this Lease shall be for a period of Five (5) years commencing on the 1st day of February, 2022 and continuing thereafter until January 31, 2027, hereinafter the "Term".

2.2: Rent. The annual rental for the Premises shall be the sum of Five and 00/100 (\$5.00) Dollars to be due and payable in advance (the "Rental Amount"), commencing on the first day of the year and a like amount on a like date of each year thereafter during the term, always in advance.

2.3: Late Charge; Default. Notwithstanding any other provision of this lease, if any installment of rental due hereunder be past due and unpaid for any period in excess of ten (10) days after the same is due, a "late charge" equal to five percent (5%) of such past due installment shall be added to and be collectible as a part of any such delinquent installment, and shall be immediately due and payable. Provided, however, if any installment of rental due hereunder shall become past due and unpaid for any period in excess of thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event, the Lessor shall have the right to retake possession of the leased premises immediately and all rights of possession of the Lessee shall

end and the Lessor shall have the right to relet the Premises under such terms and conditions as the Lessor may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement, up to and including the end of the term.

2.4: Renewal. It is contemplated that Lessee may wish to renew this lease at the expiration of the term. If Lessee desires such renewal, Lessee must notify the Lessor of such desire in writing at least sixty (60) days prior to the expiration of this lease. In the event of a renewal by the Lessee, such renewal term shall also be for the period of five (5) years and the Rental Amount shall be identical to that of the original Term.

III: REPAIR AND MAINTENANCE. As additional consideration and rental for this Lease, the Lessee agrees accept the premises in the same condition and state of repair as exists upon the date of taking possession hereunder and to be responsible for all maintenance and upkeep upon the leased Premises, without exception. In this regard, the Lessee agrees to maintain the Premises in good repair and to deliver the same up to the Lessor at the termination of this Lease in good repair, save only reasonable wear and tear occasioned by the attrition of time and use and occupancy. Additionally, Lessee shall be responsible for keeping the area around the property clean, as well as the road frontage area and parking places.

IV: COVENANTS OF LESSOR. The Lessor, for itself, its successors and assigns, covenant and agree with the Lessee as follows, to wit:

4.1: Lessor agrees to allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: Lessor agrees to allow Lessee to remove equipment and trade fixtures of Lessee from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.3: That Lessor will keep and maintain insurance on the leased Premises for its own protection, but will not be responsible for insuring the personal property of the Lessee, the same being the responsibility of the Lessee.

4.4: Upon reasonable prior notice, Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agree that such inspection shall be carried out in such a manner as to not interfere with the continued peaceful possession thereof by the Lessee.

V: COVENANTS OF LESSEE. The Lessee, for itself, its successors, and assigns, hereby covenant and agree with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon

any condition which would be inappropriate for, or tend to detract from, the general neighborhood in which the demised Premises are situate.

5.2: That it will not sublet the Premises nor assign this lease to any other person, firm, corporation or other entity, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld. Notwithstanding the forgoing, Lessee shall have the right, upon notice to the Lessor, to (i) sublet all or part of the Premises to any related entity which controls the Lessee, is controlled by the Lessee, or is under common control or an affiliate of the Lessee; or (ii) assign this Lease to an affiliate or successor entity into which or with which Lessee is merged or consolidated or which acquired substantially all of Lessee's assets; provided that such successor entity assumes all of the obligations and liabilities of Lessee. For the purpose of this Agreement, "control" shall mean ownership of not less than fifty (50%) percent of all voting stock or legal and equitable interest in such corporation or entity.

5.3: That Lessee will, so long as this Lease be in full force and effect, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required to fully indemnify and hold Lessor harmless from any such claims brought against Lessor and in such form as to protect the Lessee, the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.

5.4: That at the expiration of this Lease, Lessee shall return the leased Premises together with the buildings and improvements constructed thereon to the Lessor in a good and acceptable condition and state of repair, excepting only reasonable wear and tear occasioned by use and occupancy and the normal attrition of time. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or invitees upon the Premises, or by the removal of any equipment or trade fixtures of the Lessee.

5.5: The Lessee shall be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alterations shall be made without the consent of the Lessor and the Lessee shall be solely responsible for the cost of any such costs and expenses associated with any alterations and improvements. Lessee shall pay any costs and expenses associated with any alterations or repairs in a prompt manner to protect and save harmless the Lessor and the Premises from all claims of materialman and/or mechanics liens. Lessee agrees that any such improvements permanently affixed to the leased premises shall remain with the premises and become the property of the Lessor at the termination of the lease.

5.6. That as additional consideration for this Lease, Lessee will timely pay

all assessments, bills, and invoices for utilities consumed on the premises, as well as all ad valorem taxes and assessments which may become due and owing on the contents and fixtures of the Lessee or by reason of Lessee's business operations carried out upon the Premises.

5.7. Lessee shall at all time be in compliance with all state, county, and local government laws and regulations and shall maintain all necessary permits and licenses at Lessee's sole expense.

VI: MUTUAL COVENANTS. The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If or in the event the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental within ten (10) days after the same is due, then in any such event the Lessor shall give notice to the Lessee in writing of the nature and extent of such breach and the Lessee shall have thirty (30) days thereafter in which to cure the same and restore compliance with the terms hereof.

6.2: Should Lessor find it necessary to bring legal action to reacquire possession of the leased Premises after breach by Lessee of any covenant or condition hereof, including the covenant to pay the rental as stated herein, or should Lessor be required to defend or appear in any action or suit at law or in equity arising out of the tenancy and occupancy of the demised Premises by the Lessee, the Lessee agrees to be responsible for and pay all reasonable attorney fees and court costs and expenses incurred by the Lessor in connection with any such action.

6.3: If or in the event the buildings and improvements which may be constructed on the leased Premises be destroyed by fire or other unavoidable casualty, the Lessee agrees that the improvements shall be restored at the expense of the Lessee to their original condition, free of debris, and the proceeds received from the casualty insurance required to be maintained by the Lessee shall be irrevocably dedicated and applied to this purpose. In this regard, the Lessor agrees that the rental shall abate during the time required for such reconstruction, and the term of this Lease shall be extended for the actual term the Premises are untenable by the Lessee.

6.4: Each of the parties agrees, from time to time, to provide notice to the other of their current mailing addresses and all notices required under the terms hereof as well as the rental required to be paid by the Lessee to the Lessor, may be mailed to the address contained in the last current of such notices.

6.5: Each of the parties acknowledge receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their assigns and/or successors during the term herein created and is enforceable at law. The terms hereof shall be construed

under and governed by the laws of the State of South Carolina.

VII: CONDEMNATION; EMINENT DOMAIN. If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the rent and other adjustments as shall be just and equitable under the circumstances. If Lessor and Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are to be made, then the matters in dispute shall be submitted for arbitration as provided herein. If the legal title to the entire Premises be wholly taken by condemnation, the Lease shall be cancelled.

VIII: ARBITRATION. Every dispute between the parties which is provided in this Lease to be determined by arbitration shall be resolved in the manner provided by S.C. Code Ann. §15-48-10, et. seq. the provisions of which are incorporated herein by reference. The Rules of the American Arbitration Association shall control the proceedings. Each party to this Agreement shall select an arbitrator and the two arbitrators shall then agree on the selection of a third arbitrator.

IX: MEMORANDUM OF LEASE. The parties may mutually agree to cause to be prepared and to duly execute and deliver a Memorandum of the terms and provisions of this Lease in form and manner acceptable and sufficient to be placed of public record in the office of the Register of Deeds of Anderson County, giving notice of the existence of the Lease and its location.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof, have hereunto affixed their Seals and caused these presents to be executed, individually or by their officers and agents authorized to do so, on the date first above written.

Signed, Sealed, and Delivered
in the Presence of:
(As to Lessor)

City of Westminster

By: Kevin Bronson, City Administrator

Lessor's address for notices:
P.O. Box 399
Westminster, SC 29693

The Oconee Cultivation Project

(As to Lessee)

By: Jessica Casey Certain, President

Lessee's address for notices:
453 Coffee Rd.
Walhalla, SC 29691

EXHIBIT A

Approximately .81 acres more or less and the improvements thereon identified as Oconee County,
South Carolina Tax Map Number: 530-12-01-023.