

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING
TUESDAY, January 19, 2021 @ 6:00 PM

THIS WILL BE AN ELECTRONIC MEETING USING ZOOM
LINK FOR ZOOM MEETING WILL BE POSTED ON WWW.WESTMINSTERSC.ORG AND WILL
BE ACTIVE ON TUESDAY, JANUARY 19TH, 2021 AT 6:00 PM

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.

Old Business

1. Second Reading of Ordinance 2021-01-19-01- for the Real Property Lease with Oconee County (Chau Ram)
2. Recommendation from the Westminster Planning Commission to rezone tax map #530-16-13-020, 215 Lucky Street from R-20 (One Family Residential) to MFR (Multi Family Residential)

New Business

3. Consider Proposed AT&T Joint Use Agreement
4. Consideration of the FY2021-2022 Budget Calendar
5. Water/Sewer Line Extension Policy Discussion

Routine Business

6. Approval of the regular meeting minutes of December 10, 2020
- 6A. Elect Mayor Pro Tem
7. Comments from Utility Director
 - a. Utility Department Update
 - b. Upcoming SC DHEC sanitary Survey (Water Plant)
 - c. Other
8. Comments from Interim Administrator
 - a. Tree Trimming follow up from the December 2020 Council Meeting
 - b. Retreat Street Park stage project
 - c. Other
9. Comments from the Mayor and Council

Executive Session

10. Executive Session for the purpose of section 30-4-70 (a) (2) "a discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of Legal Advice where the Legal Advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the

assertion against the agency of claim." (1) PMPA Contractual Matters (2) SC DHEC Draft Consent Order (3) Potential Contract with the State of South Carolina

11. Executive Session for the purpose of section 30-4-70 (a) (1) a discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body. (1) Personnel Policy Modification, FMLA Policy Component (2) City Administrator Employment Contract

(Upon return to regular session the City Council may or may not take action on items discussed in Executive Session.)

12. Adjourn

Additional documents attached:

- a. Revenue and Expense reports for the following funds; City General, Utility Fund, Solid Waste and Recreation
- b. Department Reports from; Electric Department, Water/Sewer Department, Fire Department, Water Plant, Recreation and Solid Waste



**Agenda Item #1 Ordinance #2021-01-19-02 for the Real Property Lease with Oconee County
(Chau Ram Lease Agreement)**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

At the December 10, 2020 City Council conducted first reading of the ordinance to execute the lease agreement with Oconee County for Chau Ram Park. An ordinance is required for City Council to enter into lease agreements of City property.

The Real Property lease Agreement between The City of Westminster as Lessor and the County of Oconee, South Carolina as Lessee is presented for second and final reading. The lease agreement will allow for the continued partnership with Oconee County for the operation and maintenance of the parcels of property that constitute the city-owned Chau Ram Park.

The lease agreement has been reviewed and approved by the attorney for Oconee County and by the City Attorney. The agreement is more or less the same as the previous lease agreement, with minor edits from each attorney to reflect the current state of affairs.

Council Motion for consideration:

I move the approval of Ordinance #2021-01-19-01, which authorizes the City Administrator to execute the Real Property lease Agreement between the City of Westminster as Lessor and the County of Oconee, South Carolina as Lessee.

REAL PROPERTY LEASE AGREEMENT

between

THE CITY OF WESTMINSTER, SOUTH CAROLINA

as Lessor

and

THE COUNTY OF OCONEE, SOUTH CAROLINA

as Lessee

This **REAL PROPERTY LEASE AGREEMENT** ("Lease") dated as of the ____ day of _____, 2020 ("Lease Commencement Date") is entered into by and between the **CITY OF WESTMINSTER, SOUTH CAROLINA** ("Lessor"), a body politic and corporate and a political subdivision of the State of South Carolina, and **OCONEE COUNTY, SOUTH CAROLINA** ("Lessee"), a body politic and corporate and a political subdivision of the State of South Carolina.

RECITALS:

WHEREAS, Lessor is the owner of that certain real property consisting of approximately 76 +/- acres (the "Premises"), more fully described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Lessor desires to lease the Premises to Lessee, and Lessee desires to lease Premises from Lessor.

NOW, THEREFORE, in consideration of the rents reserved and the mutual covenants of the parties made herein, the sufficiency of which is acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1: DEMISE OF PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the "Term" (defined below) of this Lease without hindrance of Lessor or any person claiming under Lessor. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice.

ARTICLE 2: LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the "Term") shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the twenty-fifth (25th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Term shall automatically extend for successive ten (10) year periods, up to a maximum of three such ten-year extensions. The Term shall not automatically extend, however, if either party gives at least ninety (90) days' written notice of its desire to terminate the Lease prior to the end of the then current term.

Section 2.2. Lessee's Right of Early Termination. Lessee shall have the right to cancel this Lease, or to relinquish any portion of the Premises, upon giving Lessor notice of its cancellation upon the occurrence of any one or more of the following:

- (a). If appropriations, revenue, income, grants, or other funding, from any source (including but not limited to federal, state, and/or county sources), are not provided to Lessee in amounts sufficient to carry out the Permitted uses (defined below);
- (b). If Lessee determines that the Premises are not suitable for carrying out the Permitted Uses; or
- (c). If Lessee is dissolved and/or no longer performs the functions and purposes ascribed to it in relation to the Permitted Uses.

Section 2.3. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements and infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any structure, infrastructure, machinery, or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed, provided that Lessee removes or causes its removal prior to the expiration or earlier termination of this Lease.

ARTICLE 3: RENT, TAXES, AND UTILITIES

Section 3.1. Rent. In consideration for the rights granted in relation to the Premises herein, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of this Lease as rent for the Term, including any extension, of the Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. From and after the Lease Commencement Date, Lessee shall pay or cause to be paid any and all charges for water, heat, gas, electricity, cable, trash disposal, and any and all other utilities used by Lessee upon the Premises throughout the Term.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Development Fees. Lessor shall have no liability or responsibility for any development fees, impact fees, or other similar fees or charges. Lessor shall, however, reasonably cooperate with Lessee in Lessee's efforts to effect and carry out the Permitted Uses.

Section 3.6. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments

arising during the Term of every kind and nature incurred for, against, or in connection with the Premises in relation to the Permitted Uses.

ARTICLE 4: USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises for the construction, maintenance, management, and operation of a public park and concession, along with uses and operations related thereto (collectively, the “Permitted Uses”), all for the general public welfare and in compliance with all applicable local, state, and federal law.

ARTICLE 5: HAZARDOUS MATERIALS

Section 5.1. Permissibility. Lessee shall not cause, permit, or allow any substance, chemical, or material (whether solid, liquid, or gas) deemed to be toxic or hazardous (“Hazardous Material”) by any applicable federal, state, or local agency or authority, the manufacture, storage, transport, or disposal of which is regulated, governed, or restricted by or under any applicable federal, state, or local law, ordinance, rule, or regulation, to be dumped, released, or otherwise located on, in, under, or about the Premises unless done so in a manner consistent with the Permitted Uses and in accordance with all applicable laws and regulations.

Section 5.2. Notice. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any prohibited Hazardous Material on or about the Premises.

ARTICLE 6: IMPROVEMENTS

Section 6.1. Improvements. Lessee shall cause all improvements and infrastructure to conform in all respects with local, state, and federal law.

Section 6.2. Title. Subject to the terms and conditions of this Lease, Lessee shall own and hold title to all improvements and infrastructure located on or in the Premises.

ARTICLE 7: MAINTENANCE

Section 7.1. Maintenance of Premises. Lessee agrees that it will, at its sole cost and expense, maintain the Premises and any of its improvements and infrastructure located thereon, including appurtenances thereto, in good order, condition, and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations.

Section 7.2. Emergency Repairs. Notwithstanding the provisions of Section 7.1, in the event of an emergency, Lessor, at its option, may without notice enter on the Premises to effect repairs needed as a result of the emergency. The reasonable cost of such repairs shall be due and paid by Lessee to Lessor on demand as additional rent due hereunder.

ARTICLE 8: CONDEMNATION

Section 8.1. Interests of Parties on Condemnation. If the Premises or any part thereof shall be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for such

transfer, and the allocation of the award and the other effects of the taking or transfer upon this Lease, shall be as provided by this Article 8.

Section 8.2. Total Taking - Termination. If the entire Premises is taken or so transferred, this Lease and all of the right, title, and interest of Lessee hereunder, including Lessee's obligation to pay rent, shall cease on the date the Premises is taken or transferred.

Section 8.3. Partial Taking - Termination. In the event of the taking or transfer of only a part of the Premises, leaving the remainder of the Premises in such location, or in such form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Lessee for the Lessee's purposes, this Lease and all right, title, and interest of Lessee hereunder may be terminated by Lessee giving, within sixty (60) days of the occurrence of such event, thirty (30) days' notice to Lessor of Lessee's intention to terminate. Notwithstanding the foregoing, upon notice from Lessee to Lessor that Lessee desires to continue this Lease, or if Lessee gives no notice in relation to such partial taking, this Lease shall continue in full force and effect.

Section 8.4. Allocation of Award. Any compensation awarded or payable because of the taking, or transfer in lieu thereof, of all or any portion of the Premises by eminent domain shall be awarded in accordance with the values of the respective interests in the Premises and all improvements or infrastructure thereon immediately prior to the taking. The value of Lessor's interest in the Premises shall include the then value of its interest as Lessor under this Lease, together with the value of its reversionary interest in the Premises. The value of Lessee's interest in the Premises and improvements or infrastructure immediately prior to a taking shall include the then value of its interest in the Premises and related improvements and infrastructure for the remainder of the Term of this Lease, including consideration given to Lessee's rights to remove improvements and infrastructure prior to or upon termination of the Lease (without giving effect to any early termination provision). In the event of separate awards, then Lessor and Lessee may retain such separate awards made to each. Such values shall be those determined in the proceeding relating to such taking or, if no separate determination of the values is made in such proceeding, those determined by agreement between Lessor and Lessee. If such agreement cannot be reached, such values shall be determined by an appraiser or appraisers appointed in the manner provided below. The time of taking shall mean 12:01 a.m. of, whichever shall first occur, the date of title transfer or the date of physical possession of the respective portion, or all, of the Premises. If the appointment of an appraiser or appraisers is required, Lessor and Lessee will each select an MAI real estate appraiser licensed in the State of South Carolina and having experience in the appraisal of similar commercial real estate to conduct an appraisal of the Premises or applicable portion thereof, taking into account the then use of the Premises by Lessee, together with the appurtenances to the Premises such as access, parking, and landscaping, but including such value only as appurtenances to the Premises. If the two appraisers shall agree, the agreed value shall be the fair market value of the Premises or applicable portion thereof. If the appraisers do not agree, and the difference between the two appraisals does not exceed ten percent (10%) of the greater appraisal, then the average of the two (2) fair market values as determined by the two appraisals shall determine the fair market value of the Premises or applicable portion thereof. If the difference between the two appraisals is greater than ten percent (10%) of the greater appraisal, then the two appraisers shall select a third MAI appraiser licensed in the State of South Carolina, and the average of the three appraisals shall be the fair market value of the Premises or applicable portion thereof. Each party shall pay the cost of its chosen appraiser and should a third appraiser be necessary, Lessor and Lessee shall each pay one-half (1/2) of the costs of the third appraiser.

Section 8.5. Voluntary Conveyance. A voluntary conveyance by Lessor to a public authority under threat of a taking under the power of eminent domain, in lieu of formal proceedings, shall be deemed a taking within the meaning of this Article 8.

ARTICLE 9: ASSIGNMENT AND SUBLETTING

Section 9.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey, or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 10: INSURANCE

Section 10.1. Lessor Insurance. Lessor shall at all times during the Term of this Lease maintain in force a policy of insurance insuring the Premises against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 10.2. Lessee Insurance. Lessee shall at all times during the Term of this Lease maintain in force policies of insurance (1) insuring Lessee's improvements and infrastructure located on the Premises against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund, and (2) providing commercial general liability coverage applicable to bodily injury and property damage as covered under its policy with the South Carolina Insurance Reserve Fund.

ARTICLE 11: DAMAGE AND DESTRUCTION

Section 11.1. Duty to Restore Premises. At any time during the Term, or any extension thereof, and so long as no event of default has occurred, if any buildings or other improvements or infrastructure now or hereafter located on the Premises are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease shall continue in full force and effect, and the owner, be it Lessor or Lessee, of the subject property shall repair and restore the damaged or destroyed property and any related improvements or infrastructure to the condition it was in, or as close thereto as reasonably possible, prior to the damage. The work of repair and restoration shall be commenced by the responsible party as soon as possible after the damage or destruction occurs, and shall be completed with due diligence. This duty to restore the Premises may be waived by the non-responsible party, which waiver will not be unreasonably or belatedly withheld.

Section 11.2. Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the Term, or any extensions thereof, because of damage to or destruction of any buildings or other improvements or infrastructure on the Premises shall be applied toward the cost of repairing and restoring the damaged or destroyed buildings or other improvements or infrastructure.

ARTICLE 12: DEFAULTS AND REMEDIES

Section 12.1. Default. The failure of a party to observe or perform any material covenant, condition, or agreement under this Lease, or the breach of any warranties or representations a party under this Lease, shall constitute an event of default.

Section 12.2. Notice and Right to Cure. A defaulting party shall have sixty (60) days to cure a default after written notice specifying the nature of the default is given by the non-defaulting party.

Section 12.3. Remedies. If any default shall continue uncured by the defaulting party upon expiration of the applicable cure period, the non-defaulting party may exercise any and all remedies available to it at law or in equity.

Section 12.4. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this section shall constitute a waiver of any of Lessor's rights under this section or this Lease.

Section 12.5. Dispute Resolution; Waiver of Trial by Jury.

(a). Any conflict, dispute, or grievance (collectively "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating litigation. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the court.

(b). LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE. THIS WAIVER IS A MATERIAL INDUCEMENT FOR LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

ARTICLE 13: SURRENDER AND REMOVAL

Section 13.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination of this Lease, Lessee shall surrender to Lessor possession of the Premises and all improvements and infrastructure located thereon. Any structures, machinery, or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed prior to termination of the Lease.

Section 13.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all improvements or infrastructure remaining thereon.

ARTICLE 14: GENERAL PROVISIONS

Section 14.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting conditions and covenants were used in each separate provision.

Section 14.2. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon strict performance by the other in relation to any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach and otherwise

Section 14.3. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.4. Notices. Unless otherwise specifically provided for in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to either party to this Lease shall be in writing and shall be deemed properly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR: City of Westminster
 100 E Windsor Street
 Westminster, SC 29693
 Attn: City Administrator

LESSEE: Oconee County
 415 South Pine Street
 Walhalla, SC 29691
 Attn: County Administrator

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 14.5. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 14.6. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 14.7. Time. Time is of the essence as to each obligation of each party hereunder.

Section 14.8. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 14.9. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective assigns and successors of the parties hereto.

Section 14.10. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 14.11. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the surviving provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, and published governmental interpretations thereof, in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 14.12. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 14.13. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 14.14. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit B.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Lease has been executed effective as of the Lease Commencement Date above:

IN THE PRESENCE OF:

LESSOR:

THE CITY OF WESTMINSTER, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

IN THE PRESENCE OF:

LESSEE:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Parcel 1: All that certain piece, parcel or tract of land with all improvements and appurtenances thereon situate, lying and being in the State of South Carolina, County of Oconee, containing forty-five and one-tenth (45.1) acres, more or less, as shown and more fully described on a plat thereof prepared by Perry B. Wilson, Jr., RLS, dated 1969. See Plat Book P-34, Page 156 of the Records of the Register of Deeds for Oconee County, South Carolina. Parcel map # 233-00-01-033.

Parcel 2: AND ALSO all that certain piece, parcel or tract of land with all improvements and appurtenances thereon situate, lying and being in the State of South Carolina, County of Oconee, containing twenty-seven (27) acres, more or less, and being located adjacent to Parcel 1 (45.1 acre tract) described above. Parcel map # 233-00-01-014.

Parcel 3: AND ALSO all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, containing three and nine-tenths (3.9) acres, more or less, as shown and more fully described on a plat thereof prepared by Perry B. Wilson, Jr., RLS, dated August 28, 1972. See Plat Book P-41, Page 818 of the Records of the Register of Deeds for Oconee County, South Carolina. Parcel map # 233-00-01-016.

LESS AND EXPECTING HOWEVER, that portion of the above-described property upon which is located that pump station and appurtenances thereof which is a part of the water system of the City of Westminster which shall remain under the exclusive jurisdiction and control of the City of Westminster.

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

1. Lessor and Lessee entered into a certain Real Property Lease Agreement (“Lease”), dated _____ (the “Lease Commencement Date”).
2. The property demised under the Lease consists of certain land located in the Oconee County, South Carolina, and more particularly described in Exhibit A, attached hereto.
3. The term of the Lease (the “Term”) shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the twenty-fifth (25th) anniversary of the Lease Commencement Date, unless earlier terminated as provided in the Lease. Provided Lessee has not defaulted in relation to a provision of this Lease, the Term shall automatically extend for successive ten (10) year periods, up to a maximum of three such ten year extensions. The Term shall not automatically extend, however, if either party gives at least ninety (90) days’ written notice of its desire to terminate the Lease prior to the end of the then current term.
4. The Lease is on file at the offices of the County Administrator for the County of Oconee, South Carolina at 415 S. Pine Street Walhalla, South Carolina 29691.
5. All of the terms, conditions, provisions, and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

14

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Parcel 2: AND ALSO all that certain piece, parcel or tract of land with all improvements and appurtenances thereon situate, lying and being in the State of South Carolina, County of Oconee, containing twenty-seven (27) acres, more or less, and being located adjacent to Parcel 1 (45.1 acre tract) described above. Parcel map # 233-00-01-014.

Parcel 3: AND ALSO all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, containing three and nine-tenths (3.9) acres, more or less, as shown and more fully described on a plat thereof prepared by Perry B. Wilson, Jr., RLS, dated August 28, 1972. See Plat Book P-41, Page 818 of the Records of the Register of Deeds for Oconee County, South Carolina. Parcel map # 233-00-01-016.

LESS AND EXPECTING HOWEVER, that portion of the above-described property upon which is located that pump station and appurtenances thereof which is a part of the water system of the City of Westminster which shall remain under the exclusive jurisdiction and control of the City of Westminster.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2021-01-19-01

CITY OF WESTMINSTER)

AN ORDINANCE TO execute REAL PROPERTY LEASE AGREEMENT (“Lease”) dated as of the _____ day of _____, 2020 (“Lease Commencement Date”) is entered into by and between the CITY OF WESTMINSTER, SOUTH CAROLINA (“Lessor”), a body politic and corporate and a political subdivision of the State of South Carolina, and OCONEE COUNTY, SOUTH CAROLINA (“Lessee”), a body politic and corporate and a political subdivision of the State of South Carolina.

WHEREAS, §5-7-40 of the South Carolina Code of Laws addresses Ownership and disposition of property by municipalities; and

WHEREAS, there exists certain lease agreements for the use of 3 parcels consisting of a 27 acre parcel, a 45 acre parcel and a 3.9 acre parcel as public recreational space between the City of Westminster and Oconee County; and

WHEREAS, the current lease has a term of twenty-five (25) years and an expiration date of October 11th, 2020; and

WHEREAS Oconee County Parks Recreation and Tourism Department (Oconee PRT) is the entity within County government that administers and maintains this County Park; and

WHEREAS, Oconee PRT has received a Parks and Recreation Development Grant (PARD Grant) for the purposes of making improvements in the park such as a hiking trail bridge and picnic area amenities; and

WHEREAS, the City of Westminster desires to lease the premises of the park to Oconee County and Oconee County desires to lease the premises from the City of Westminster; and

WHEREAS, in order to comply the with this condition the City needs to indicate by a resolution of its Governing Body that is the intent of the City of Westminster to renew the agreement for a period of 20 years or until 2039;

WHEREAS, the City wishes to see Chau-Ram Park continue to serve as an excellent recreational amenity in close proximity and encourages its further development by Oconee PRT.

WHEREAS, in consideration of the rents reserved and the mutual covenants of the parties made within the attached lease (EXHIBIT A – Real Property

Agreement between The City of Westminster as Lessor and The County of Oconee, South Carolina as Lessee) the sufficiency of which is acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the City Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The City Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the City.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Westminster City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

APPROVED, this 19th day of January 2021.

Brian Ramey, Mayor

First Reading: December 12, 2020

Jennifer Adams, City Clerk

Second Reading: January 19, 2021

Reviewed by City Attorney and approved as to form.

Andrew Holliday, City Attorney



Agenda Item #2 commendation from the Westminster Planning Commission to rezone tax map #530-16-13-020, 215 Lucky Street from R-20 (One Family Residential) to MFR (Multi Family Residential)

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

On December 29, 2020 the Westminster Planning Commission conducted a public hearing for the consideration a rezoning request for 215 Lucky Street. The request was submitted by Holly and Nathaniel Douglas to rezone 215 Lucky Street (Tax Map #530-16-13-020) from R-20 (One-Family District) to MFR. This property is known as the former dentist office.

No one spoke at the Public Hearing.

Mrs. Douglas stated their intention was to buy the property and convert the upstairs office into a rental living unit. The downstairs portion of the building is already a living unit.

The Planning Commission recommends to the City Council rezoning the property as requested.

The packet from the Planning Commission Meeting is attached.

Council Motion for consideration:

I move to approve the Planning Commission recommendation to rezone tax map #530-16-13-020, 215 Lucky Street from R-20 (One Family Residential) to MFR (Multi Family Residential).

ALTERNATIVE motion...

I move to deny the Planning Commission recommendation to rezone tax map #530-16-13-020, 215 Lucky Street from R-20 (One Family Residential) to MFR (Multi Family Residential).

City of Westminster

PLANNING COMMISSION MEETING

December 29, 2020

AGENDA

5:30pm Westminster City Hall Conference Room

1. Call to Order
2. Approval of the Minutes of the October 1, 2020 meeting
3. Open Public Hearing on an proposed rezoning for tax map #530-16-13-020, 215 Lucky Street
From R-20 to MFR (Multi Family Residential)
Close Public Hearing
4. Further Discussion by Planning Commission on rezoning request
5. Recommendation to Council
6. Other business
7. Adjournment

City of Westminster

MINUTES OF THE PLANNING COMMISSION MEETING

Of October 1, 2020

City Hall Conference Room

The meeting was called to order at 5:30pm by Chairperson, Wendell Tidwell. In attendance in addition to Mr. Tidwell, were members, Ben Lewis and Sandra Powell and Larry Dellinger.

City Clerk Jennifer Adams was also present along with Codes Officer, Elijah Hayes, who introduced the agenda item but then had to leave for a training class.

The City Clerk certified a quorum.

Upon a motion by Mrs. Powell and seconded by Mr. Lewis, the motion to approve the January 2020 meeting minutes, passed unanimously.

Chairman Tidwell asked if there was a need to hold a public hearing for the two properties that are requesting to be annexed into the City. The City Clerk stated that she had asked Mr. Hayes and he stated that there was no need but she will review the ordinance to verify.

The first request was 502 S Hampton Street, tax map number 264-00-02-030, owned by Yousef Mefleh. Mr. Mefleh has purchased the property and requested that the property be annexed into the city. Mr. Mefleh's property sits on the border of the City limits. Upon a motion by Mr. Lewis and seconded by Mr. Dellinger, the motion to recommend to Council that they approve the request passed unanimously.

The second piece of property is 14.83 acres on West Oak Hwy. This property joins the current cemetery across the street from Westminster First Baptist Church. The property is owned by Long Creek Holdings, LLC and they will be expanding the cemetery. There was a discussion on whether the zoning recommendation was correct since the request was stated as R-20 and not HC (highway commercial). Once it was clarified that zoning it HC would be spot zoning the Commission proceeded with their recommendation.

Upon a motion by Mrs. Powell and seconded by Mr. Lewis, the motion to recommend to Council that they approve the request passed unanimously.

Mr. Tidwell stated that he and his wife are currently building a house near the Easley/Liberty area and will be moving at the end of the year. He stated that he will be resigning from the board after 20+ years on December 31st, 2020.

Upon a motion by Mrs. Powell and seconded by Mr. Dellinger, the motion to adjourn the meeting at 5:46pm passed unanimously.

(Minutes submitted by Jennifer Adams)

Chairman Wendell Tidwell

Date



ZONING COMPLIANCE REVIEW & CERTIFICATION

Code Compliance and Development Office
100 E Windsor St, Westminster, SC 29693-0399
864-647-3200 www.westminstersc.org

APPLICANT/OWNER INFORMATION				
Applicant: Holly and Nathaniel Douglas		Applicant Phone: 864-992-7820		Fax:
Business Name:		Business Owner(s):		
Mailing Address: 15 Crystal Falls Rd West Union, SC 29696		Mobile: 724-777-2493		
		E-Mail: hollydouglas.realtor@gmail.com, ngd5000@gmail.com		
Physical Address:		City Bus. License:		
Property Owner: Jessica Hill, Nicole Queen		Phone: 706-851-5074		Fax:
Mailing Address: 137 George Rd Blairsville, GA 30512		Mobile: Same as above		
		E-Mail: mqueen@fca.org or matthew_queen@hotmail.com		
Physical Address:		City Bus. License:		
PROPERTY INFORMATION			ZONING	
Address: 215 Lucky Street, Westminster, SC 29693			Designation:	Medical office
TMS/PIN: 530-16-13-020		Deed Book/Page: 2447 / 176	Current Use:	Vacant/Dental office
		Plat Book/Page: P-37, page 315	Proposed Use:	Multi-family property
☐ Residential One-Family Dwelling	Floor Area	Parking Req'd	☐ Permitted Use	
☐ Residential Two-Family Dwelling			☐ Conditional Use	
☒ Residential Multi-Family Dwelling			☐ Accessory Use	
☐ Commercial Building Single-Tenant			☐ Temporary Use	
☐ Commercial Building Multi-Tenant			Dates:	
☐ Industrial Building			☐ Legal Non-Conforming Use	
Specify Type:			☐ Variance:	
☐ Sign/Billboard/Structure/Tower			☐ Other (Specify):	
Specify Type:				
SUBMISSION CHECKLIST				
☒ SITE PLAN – Copy of survey or scale drawing showing the parcel dimensions, nearest building, rights-of-way, driveways, easements, power lines, and location of sign in relationship to property lines, rights-of-way, and nearest building.				
CERTIFICATION				
BY MY SIGNATURE, I AFFIRM THAT: I have read and understand the information provided on this form; this property is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application, pursuant to § 6-29-1145 of the South Carolina Code of Laws; and that no sign will be erected without the required sign permit.				
		Nathaniel Douglas 11/30/2020		
Signature of Applicant		Printed Name and Title of Applicant		Date
		Jessica Hill 12/02/2020 07:47 PM EST		
Signature of Owner(s)		Printed Name(s)		Date
OFFICE USE ONLY				
Action: ☐ Denied ☐ Approved ☐ Approved subject to: _____				
Permit Fee: \$ _____ Receipt #: _____ Authorized by: _____				



Overview



Legend

- Parcels
- Landhook
- Roads

Parcel ID	530-16-13-020	Alternate ID	60606	Owner Address	HILL JESSICA & QUEEN NICOLE 137 GEORGE RD BLAIRSVILLE, GA 30512	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	Medical Office			Date	Price	Reason	Qual
Property Address		Acreage	0.2			3/15/2019	\$1	Other Not Valid	U
						6/7/2011	\$10	Other Not Valid	U
District	400								
Brief	P37-315 530								
Tax Description									
(Note: Not to be used on legal documents)									

Date created: 12/8/2020

Last Data Uploaded: 12/7/2020 10:18:26 PM

Developed by  Schneider
GEOSPATIAL

NOTICE OF PUBLIC HEARING

CITY OF WESTMINSTER

The Planning Commission of the City of Westminster, South Carolina, will conduct a public hearing on the following proposed map amendment to the Zoning Map of the City of Westminster on Tuesday, December 29, 2020 at 5:30 p.m. in the Conference Room of Westminster City Hall, 100 E. Windsor Street, Westminster, South Carolina.

A request has been made to rezone TMS#530-16-13-020 215 Lucky Street from R20, One-family Residential to MFR Multi-Family Residential. Those Interested in speaking may attend the meeting or you may write a letter and mail it to P.O. Box 399 Westminster, SC 29693 or drop it off at City Hall. All letters must be received by 12:00 noon on December 29, 2020.

§ 151.051 - R-20 ONE-FAMILY RESIDENTIAL DISTRICT.

- (A) *Intent of district.* It is the intent of this section that the R-20 Zoning District be developed and reserved for low and low-to-medium density residential purposes. The regulations, which apply within this district, are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on lots having an area of 20,000 square feet or more, and to discourage any encroachment by commercial, industrial, or other uses capable of adversely affecting the residential character of the district.
- (B) *Permitted uses.* The following uses shall be permitted in any R-20 Zoning District: All uses permitted in the R-25 One-Family Residential District, as shown in § 151.050(B).
- (C) *Conditional use.* The following uses shall be permitted in any R-20 Zoning District, on a conditional basis, subject to conditions set forth in: All conditional uses permitted in the R-25 One-Family Residential District, as shown in § 151.050(C).
- (D) *Other requirements.* Uses permitted in R-20 Zoning Districts shall be required to conform to the standards set forth in § 151.050(D).

(Am. Ord. 2002-07-16-01, passed 8-20-2002)

§ 151.054 - RM MULTI-FAMILY RESIDENTIAL DISTRICT.

- (A) *Intent of district.* It is the intent of this section that the RM Zoning District be developed and reserved for medium and high-density residential purposes. The regulations, which apply within this district, are designed to encourage the formation and continuance of a stable, healthy environment for such dwellings, and to discourage unwarranted uses capable of adversely affecting the residential character of the district.
- (B) *Permitted uses.* The following uses shall be permitted in any RM Zoning District:
- (1) Multi-family dwellings (three or more families);
 - (2) Two-family dwellings;
 - (3) Customary home occupations;
 - (4) Temporary uses in compliance with §§ 151.220 *et seq.*; and
 - (5) Accessory uses, provided such uses meet all minimum front and side yard requirements for the RM Zoning District, and provided such uses are situated at least 10 feet off the rear lot line, pursuant to §§ 151.135 *et seq.*
- (C) *Conditional uses.* The following uses shall be permitted on a conditional basis in any RM Zoning District subject to the provisions set forth in §§ 151.220 *et seq.*
- (1) Private kindergarten or pre-school nursery provided that:
 - (a) Such uses meet the minimum standards set forth for such facilities by the State Board of Health and all local building codes;
 - (b) Such uses are located on a lot not less than 25,000 square feet in area; and
 - (c) No structure on the lot is closer than 25 feet to an abutting residential property line.
 - (2) Public Utility substation or sub-installation including water towers, provided that:
 - (a) Such use is enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade;
 - (b) There is no office or commercial operation, or any storage of vehicles or equipment on the premises, and
 - (c) That a landscaped strip not less than 5 feet wide is planted and suitably maintained around the facility.
 - (3) Publicly owned open space, recreational facility, or educational facility provided that:
 - (a) Such use meets all yard requirements set forth for the RM Zoning District; and
 - (b) Such use conforms to all other appropriate standards as set forth in this Zoning Code.
 - (4) Single-family dwellings provided that:
 - (a) The minimum lot area shall be 15,000 square feet; and
 - (b) The setbacks shall be those required by the R-15 one-family residential district.
- (D) *Other requirements.* Unless otherwise specified elsewhere in this Chapter uses permitted in RM

Zoning Districts shall be required to conform to the following standards:

- (1) *Minimum lot area:* Fifteen thousand square feet.
- (2) *Minimum lot area per dwelling unit:* Fifteen thousand square feet, except that the minimum area per dwelling unit on a lot for multiple-family dwellings shall not be less than indicated by dwelling unit type of the following schedule:

LOT AREA SQUARE FOOTAGE REQUIRED FOR MULTIPLE-FAMILY DWELLINGS				
Unit Type	Stories			
	1	2	3	4
Efficiency	2,000	1,435	1,410	1,240
1 Bedroom	2,000	1,775	1,625	1,438
2 Bedroom	2,650	2,475	2,125	1,825
3 Bedroom	3,525	3,175	2,653	2,200
4 or more Bedrooms	4,375	3,975	3,492	2,725

- (3) *Other principal use:* Not Applicable.
- (4) *Maximum dwelling units per acre:* The maximum number of dwelling units per acre shall not exceed the number indicated by dwelling unit type on the following schedule. In instances where the permitted figure is determined to include a fraction, the less round number shall apply.
- (5) *Multiple-family dwelling:* According to the following table:

PERMITTED MULTIPLE-FAMILY DWELLING UNITS PER NET ACRE BY UNIT TYPE				
Unit Type	Stories			
	1	2	3	4 or more

Efficiency Units	21	30	30	35
1 Bedroom	21	24	26	30
2 Bedrooms	16	17	20	23
3 Bedrooms	12	13	16	19
4 or more Bedrooms	9	10	12	15

(6) *Other permitted uses:*

- a. See Appendices A through C.
- b. Additional Requirements: Uses permitted in RM Zoning Districts shall meet all standards set forth in §§ 151.003 through 151.005; 151.019; 151.060; 151.100 et seq.; 151.120 et seq.; 151.135 et seq.; 151.150 et seq.; 151.170 et seq.; 151.195 et seq.; 151.220 et seq.; 151.235 et seq.; 151.250 et seq.; 151.265 et seq.; 151.280 et seq.; and Chapter 152.

(Am. Ord. 2002-07-16-01, passed 8-20-2002; Am. Ord. 2007-10-16-01, passed 10-16-2007)

§ 151.050 - R-25 ONE-FAMILY RESIDENTIAL DISTRICT.

- (A) *Intent of district.* It is the intent of this section that the R-25 District be developed and reserved for low-density one-family residential purposes. No use of activity, including those set below shall be permitted that would disturb or impair the natural character of the district. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on lots of 25,000 square feet or more, and to discourage any encroachment by commercial, industrial, or other use capable of adversely affecting the residential character of the district.
- (B) *Permitted uses.* The following uses shall be permitted in any R-25 Zoning District:
- (1) One-family dwelling (other than mobile homes);
 - (2) Publicly owned building, facility, or land, except those, which shall be conditionally permitted under division (C) below.
 - (3) Unlighted, regulation-size, or par three golf courses, including normal clubhouse and pro shop activities.
 - (4) Non-commercial horticulture or agriculture.
 - (5) Customary home occupation established under the provisions of § 151.107.
 - (6) Accessory uses, see §§ 151.135 and 151.136.
- (C) *Conditional uses.* The following uses shall be permitted in any R-25 Zoning district subject to conditions set forth in §§ 151.220 and 151.221.
- (1) Public and private schools engaged in teaching general curriculum for educational advancement provided the structures are placed not less than 50 feet from any residential property line, and the lot is not less than four acres in size.
 - (2) Church, synagogue, and temple provided that:
 - (a) Such use is housed in a permanent structure;
 - (b) Such use is located on a lot not less than 25,000 square feet in area; and
 - (c) No structure on the lot is closer than 50 feet to any abutting residential property.
 - (3) Private kindergarten or pre-school nursery provided that:
 - (a) Such uses meet the minimum standards set forth for such facilities by the State Board of Health;
 - (b) Such use is located on a lot not less than 25,000 square feet in area; and
 - (c) No structure on the lot is closer than 50 feet to any abutting residential property.
 - (4) Public utility substation or sub-installation including water towers, provided that:
 - (a) Such use is enclosed by a painted or chain-link fence or wall and a suitable planting screen at least six feet in height above finish grade;
 - (b) There is neither office nor commercial operation nor storage of vehicles or equipment on

the premises; and

- (c) A landscaped strip not less than five feet in width is planted and suitably maintained around the facility.

(5) Cemetery, provided that such use:

- (a) Consists of a site of at least five acres;
- (b) Includes no crematorium or dwelling unit other than for a caretaker;
- (c) Has a front yard setback of at least 35 feet from the street right-of-way line, whichever is further; and
- (d) Maintains a non-illuminated sign no greater than 30 square feet.

(6) Boarding houses as defined by § 151.281, provided that:

- (a) The use would be located in a structure which was originally constructed as a single-family residence.
- (b) At least one owner of the premises who holds at least a 50 percent ownership in the premises or at least a 50 percent ownership in a life estate on the premises, must reside on the premises.
- (c) The property cannot exceed four rental rooms, nor can it exceed four tenants. Furthermore, no more than five individuals can be living on the property at any time, including owners and their family members, so that if an owner has a spouse and dependent living in the residence, he may only have two tenants.
- (d) The owner must have adequate insurance to protect the tenants, their property and guests.
- (e) There must be no more than one kitchen and meals can only be served to monthly boarders and their guests, except that if there is a separate living area and kitchen associated with the bedroom, or what is commonly referred to as an "in-law suite", the owner may provide that separate rental, but it shall count as two and one-half rental rooms, such that if you have one "in-law suite" you may have only one other rented room, and if you have two "in-law suites" you may have no other rented rooms on the property.
- (f) The facility must meet all State and Federal laws and regulations and must have an annual business permit and an annual inspection by the Fire Marshal.
- (g) There must be adequate off street parking, such that there should be at a minimum one space for the owner and additional spaces so that there is one parking space for each tenant.
- (h) There must be at least 162 square feet per parking space based on an average 9' x 18' space.
- (i) Parking must be behind or on the side of the residence; it cannot be forward of the front building line of the residence located on the subject property.

(7) Temporary use in compliance with the provisions of §§ 151.220 et seq.

(D) *Other requirements.* Uses permitted in R-25 zoning districts shall be required to conform to the standards set forth in:

(1) See Appendices A through C;

(2) Chapter 152;

(3) §§ 151.003 through 151.005; 151.019; 151.060; 151.100 et seq.; 151.120 et seq.; 151.185 et seq.; 151.150 et seq.; 151.170 et seq.; 151.195 et seq.; 151.220 et seq.; 151.235 et seq.; 151.250 et seq.; 151.265 et seq.; and

(4) §§ 151.280 and 151.281.

(Am. Ord. 2002-07-16-01, passed 8-20-2002; Am. Ord. 2013-01-15-01, passed 1-15-2013; Am. Ord. 2017-03-21-01, 3-21-2017)

Jennifer Adams

From: classadmgr@upstatetoday.com
Sent: Tuesday, December 8, 2020 10:08 AM
To: Jennifer Adams
Subject: Classified Ad# 31206 Confirmation
Attachments: logo.jpg; 31206.pdf

Good Morning! Attached is the new pricing for your 3 run dates! Please confirm, so we can proceed with the publication!

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

CITY OF WESTMINSTER
PO BOX 399
WESTMINSTER, SC 29693

Acct#:61562
Ad#:31206
Phone#:864-647-3202
Date:12/08/2020

Salesperson: ABETHEA Classification: Legals Ad Size: 1.0 x 3.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	12/09/2020	12/23/2020	3	44.34	133.02

Payment Information:

Date:	Order#	Type
12/08/2020	31206	BILLED ACCOUNT

**NOTICE OF PUBLIC HEARING
CITY OF WESTMINSTER**

The Planning Commission of the City of Westminster, South Carolina, will conduct a public hearing on the following proposed map amendment to the Zoning Map of the City of Westminster on Tuesday, December 29, 2020 at 5:30 p.m. in the Conference Room of Westminster City Hall, 100 E. Windsor Street, Westminster, South Carolina.

A request has been made to rezone TMS#530-16-13-020 215 Lucky Street from R20, One-family Residential to MFR Multi-Family Residential. Those

Interested in speaking may attend the meeting or you may write a letter and mail it to P.O. Box 399

Westminster, SC 29693 or drop it off at City Hall. All letters must be received by 12:00 noon on December 29, 2020.



Agenda Item #3 Pole Agreements

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

The City of Westminster's Pole agreement contractor, Greg Fender with Local Government Services, has negotiated the attached *General Agreement For Join Use Poles*. The agreement contains the same language and provisions as the draft agreement presented to the City Council at the December 10, 2020 City Council Meeting.

The current agreement with AT&T was adopted in 1935 and the City and AT&T each charge \$1.00 for each pole they are attached to.

Current information reveals AT&T is attached to 517 City owned poles and the City is attached to 131 AT&T owned poles. The City has been paid \$386.00 annually for the use of its poles by AT&T. The new rental rate we have negotiated is for AT&T to pay the City \$21.00 per pole they are attached to and the City pay AT&T \$25.00 for the poles the City is attached too or a net to the City of \$7,582.00 annually. The reason the City would pay a higher rate is the City uses 10' of space on an AT&T owned pole compared to AT&T using 2' of space on a city owned pole.

Since pole attachment rent with this agreement is billed in arrears the City will realize the increase in rental fees in 2022.

The next step will be to conduct a pole count. It is unclear when the last pole count was conducted. It is expected that a pole count will increase the reliability of the City's understanding of its utility assets and will, likely, yield additional revenue from the pole attaching entities.

The other pole agreement in place is with Vyve (formerly Northland Cable). The current agreement is in place until 2024.

Staff recommends City Council approval and authorize the City Administrator to execute the agreement.

Council Motion for consideration:

I move to approve the *General Agreement For Join Use Poles* with AT&T and authorize the City Administrator to execute the agreement.

GENERAL AGREEMENT FOR JOINT USE POLES

THIS AGREEMENT made and effective the 1st day of January 2021, by and between the City of Westminster, a home rule municipality organized under the laws of the State of South Carolina, (hereinafter called "WESTMINSTER"), and Bellsouth Telecommunications, LLC, d/b/a AT&T South Carolina, (hereinafter called "AT&T"); The City of Westminster and AT&T are each referred to herein as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, WESTMINSTER and AT&T own, operate and maintain Poles and power lines and communication facilities in the State of South Carolina;

WHEREAS, WESTMINSTER and AT&T, each acting as a Joint User, desire to place certain lines, cables, wires Attachments and appurtenances (hereinafter referred to as "Attachments") on certain Poles of the other Party, acting as an Owner, for the limited purpose of providing all lawful Services in compliance with any and all local, state or federal regulations; provided that such Attachments do not create interference with the facilities of Owner and that safety will not be adversely affected by placement of said Attachments;

WHEREAS, each Party, acting as an Owner, is willing to issue the other Party, acting as a Joint User, non-exclusive Joint Use, to the extent they may lawfully do so, to place, replace, relocate, modify, repair, maintain, and remove said Attachments on Owner's Poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

SECTION 1. DEFINITIONS

- 1.1 **"Agreement"** shall mean this General Agreement for Joint Use Poles between the City of Westminster, South Carolina and Bellsouth Telecommunications, LLC, dba AT&T South Carolina.
- 1.2 **"Attachment"** shall mean all electric and communication facilities, including but not limited to lines, wires, copper cables, fiber optic cables, coaxial cables, equipment, or associated appurtenances, which are owned or utilized by Joint User and attached directly to Owner's Pole, excluding warning signs, bonds, and MGN grounding connections.
- 1.3 **"Joint Use"** shall mean the simultaneous use of a pole for Attachments of both Owner and Joint User on Owner's Pole.

- 1.4 **“Joint User”** shall mean the Party and its authorized successor attaching to a Pole owned by the other Party.
- 1.5 **“Owner”** shall mean the Party which owns and/or controls the Pole the Joint User is attaching.
- 1.6 **“Overlash”** shall mean to place an additional wire, strand, piece of equipment, or cable on an existing Attachment owned by Joint User and permitted under this Agreement. Any wireless type of equipment is excluded from Overlashing.
- 1.7 **“Permit Application”** shall mean the written or electronically submitted request from Joint User to place, replace, relocate, or remove its Attachments on Owner’s Pole, and is identified as Exhibit “A” of this Agreement.
- 1.8 **“Pole”** shall mean a wood, concrete, or metal pole which is owned by Owner. “Pole” refers exclusively to poles used for Owner’s distribution system or communication system and does not include poles, of whatever composition, used in WESTMINSTER’S electric transmission system.
- 1.9 **“Service Drop”** shall mean the overhead conductors between the electric supply or communication line and the building or structure being served.
- 1.10 **“Services”** shall mean all lawful business that each Party as Joint User, is governed, franchised, or authorized to perform in the offering of service to its customers.
- 1.11 **“Third Party Attacher”** shall mean any entity other than Owner or Joint User that has, or is placing, attachments on Owner’s Pole.
- 1.12 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.
- 1.13 Wherever **“days”** are referred to the term shall mean calendar days. “Business days” shall refer to the days Monday through Friday.

SECTION 2. OWNER’S GRANT OF PRIVILEGE TO JOINT USER TO ATTACH TO OWNER’S POLE

- 2.1 This Agreement shall be in effect and shall apply to all Attachments made by Joint User to Poles owned by Owner now existing or hereinafter erected, and such Poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth. Nothing in this Agreement shall be construed as requiring Owner to give Joint User permission to use any particular Pole or to allow Joint User to continue to use any particular Pole unless Joint User has an approved Permit Application for its Attachment on said particular Pole. Owner, in its reasonable discretion, reserves the right to exclude and may refuse Joint User permission to use any Pole where there is insufficient capacity and for reasons of safety or

- reliability, in order to comply with generally applicable engineering purposes, or before attachment, where space is required now or in the future to provide for Owner's Services. Owner may, subject to the terms of this Agreement, require Joint User to replace, relocate, modify, or remove Attachments, or perform other work with respect to Joint User's Attachment on any Pole, subject to Sections 2.7 and 9.2 herein.
- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Joint User any ownership or property right in said Poles, but Joint User's rights in such Poles shall be and remain a mere Joint User terminable as provided herein. Nothing in this Agreement shall be construed to compel Owner to maintain any Pole for any period of time.
- 2.3 The Joint Use granted to Joint User hereunder with respect to any Pole shall be non-exclusive in that Owner reserves the right to use any and all such Poles for any lawful purpose of business, or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles, on a nondiscriminatory basis, for any lawful purpose. The rights and privileges of Joint User shall be subject to the rights and privileges of others upon whom Owner has conferred contractual rights or privileges to use its Poles prior to the execution of this Agreement, or who are predecessors to this Agreement. Nothing in this Agreement shall be construed as a limitation against Owner with respect to any preexisting agreement with others not parties to this Agreement.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW, OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL A PARTY BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. OWNER MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES.**
- 2.5 Joint User shall be solely responsible for determining the necessity of and for obtaining all rights-of-way, easements, franchises, authorizations, permits, and consents required to construct, operate, and/or maintain its Attachments on Owner's Poles from federal, state, county, or municipal authorities or private and/or public property owners. Should Joint User desire to place an Attachment on Owner's Pole, which is located on private property, Joint User will submit to Owner, upon request, along with the appropriate Permit Application, proof that Joint User has the right to place its Attachment on said property.
- 2.6 On any Pole on which Joint User may be permitted to attach its Attachments, Owner specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements.

- 2.6.1 Joint User will operate Joint User's Attachments in a manner which will not cause or create interference: (i) with Owner's existing or proposed communications or electric transmission or distribution operations, as appropriate; or (ii) with the equipment of any Third Party Attacher sharing the Pole prior to Joint User's use of the Pole or whose tenure on the Pole began prior to the Joint User's modification of its equipment; or (iii) between the equipment of Owner or any such Third Party Attacher.
- 2.6.2 During the term, Joint User agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in and compliance with the determination and recommendations of the third-party analysis provided for in this Section.
- 2.6.3 In the event that the equipment or operation of Joint User is interfering with the equipment or operation of Owner or of a pre-existing Third Party Attacher, on notice by Owner, Joint User will use its best efforts to correct the interference in a timely manner even if Joint User is operating in full compliance with applicable Federal, State or local regulations.
- 2.6.4 If Joint User fails to correct the interference with equipment or operation of Owner or of a pre-existing Third Party Attacher within thirty (30) days after receipt of notice from Owner, Owner may terminate the Joint Use as to the Pole or Poles in question on thirty (30) days additional notice, and Joint User will promptly remove the Attachment(s) from the affected Pole(s).
- 2.6.5 If the interfering party is a Third Party Attacher which began sharing the Pole(s) or modified its equipment after Joint User began using the Pole(s), Owner will notify the Third Party Attacher to correct the interference immediately, even if such Third Party Attacher is operating in full compliance with applicable regulations. If the Third Party Attacher fails to correct the interference immediately, Owner will notify the Third Party Attacher to cease all operations.
- 2.7 Owner shall not be liable to Joint User for any interruption of Joint User's service or for any interference with the operation of Joint User's Attachments in any manner except as set out in this Agreement. If Owner determines in its sole discretion that space on a Pole covered by this Agreement is needed by Owner, and such need was a condition identified during Joint User's Permit Application for Attachment, in accordance with a bona fide development plan that projects a need for that space for the provision of Owner's Services, Owner may, by giving Joint User thirty (30) days notice, reclaim the Pole(s) in question, and Joint User will remove its Attachments on said Pole on or before the first day of the month after the expiration of the 30-day notice period. The Parties will use their best efforts to locate other Owner Poles that are suitable for Joint User's purposes. If suitable replacement Pole(s), are not located within the thirty (30) day notice period, Owner will terminate the Joint User under this Agreement with respect to the Poles in question. Payments attributable to reclaimed Pole(s) will not be due for the period between Joint User's cessation of operations at the reclaimed Pole(s) and the commencement of operations at the replacement site, if any.

- 2.8 Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Joint User shall have the benefit of quiet enjoyment in that Owner shall not intentionally disturb Joint User's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation except as specified herein. Additionally, Owner shall have the benefit of quiet enjoyment in that Joint User shall neither intentionally disturb the property of Owner nor disrupt or disturb the Service provided by Owner.

SECTION 3. TECHNICAL REQUIREMENTS

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the applicable requirements of the National Electric Safety Code (NESC), National Electric Code (NEC), Occupational Safety and Health Code (OSHA), Telcordia Technologies, Inc. Blue Book Manual of Construction Procedures, Document Number SR-1421, Issue Number 06, Issue Date March 2017, and any subsequent revisions or successors thereto, as well as non-discriminatory requirements of Owner's specifications in effect at the time of original construction or major change to Joint User's Attachments. In cases of conflict, the more stringent requirements shall apply.
- 3.2 In the event Owner should amend its requirements, rules, or practices for the Joint Use of Poles as mutually agreed to by both Parties, Owner shall give written notice of such change and Joint User shall make such changes or alterations in its installations and maintenance of its facilities as may be required to fully comply with the provisions of such written notice. Joint User further agrees to make such changes, modifications, or alterations within 60 days after receipt of written notice. Should it be commercially unreasonable for Joint User to implement such changes, modifications or alterations within 60 days, Owner shall grant Joint User additional time for Joint User to implement such changes on a reasonable schedule.
- 3.3 Prior to Joint User placing an Attachment on Owner's Pole, Owner may perform loading calculations to determine the strength of the Poles to ensure their sufficiency for transverse and vertical loads imposed upon them under heavy storm loading conditions of the NESC. All cost to Owner to determine the proper loading for Joint User's proposed Attachments will be paid by Joint User to Owner. Joint User will provide Owner with the characteristics of Joint User's Attachments to be placed on the Pole. Joint user may provide Owner a mutually agreed to industry standard pole loading analysis, for consideration in lieu of Owner invoicing for this work. Further, Joint User expressly assumes responsibility for determining the condition of all Poles to be accessed or climbed by its employees, agents, contractors, or subcontractors. Joint User assumes all risks related to the construction, operation, and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Owner.
- 3.4 Joint User shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance,

- or operation of Joint User's Attachments, and to specifically avoid interference with Owner's safe and efficient operation of its distribution system. Should any such injury, damage, or interference occur despite such steps, Joint User shall promptly notify Owner within two (2) working days of such injury, damage, or interference. At Owner's option, Joint User shall either (i) repair such damage and/or resolve interference, or (ii) compensate Owner for the reasonable actual costs of repairing any such damage and/or resolving such interference and shall indemnify Owner as provided herein.
- 3.5 AT&T employees, agents, contractors, and invitees understand that the electrical facilities and appurtenances installed or to be installed by WESTMINSTER are potentially of high voltage electricity and will comply with the safety and precautionary measures which he or she must use when working on or near WESTMINSTER poles and facilities. Additionally, AT&T shall ensure that its permanent or temporary employees working on WESTMINSTER owned Poles have received training in pole safety and are knowledgeable of the electrical hazards present as required by OSHA or other authority.
- 3.6 All necessary anchors and guys shall be in place and operative prior to the placement of Joint User's Attachments. Any unbalanced loading of Owner's Poles, which is caused solely by the placement of Joint User's Attachments, shall be properly guyed and anchored by Joint User, and Joint User shall be solely responsible for all expense, risk and liability associated therewith. Joint User will place guy markers on all such down guys and Owner shall have no responsibility in placing, monitoring or maintaining such markers. Joint User shall not attach any of its Attachments to any guy or anchor of Owner.
- 3.7 Joint User's communication cable will be tagged at maximum intervals of every third Pole, so as to identify Joint User as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. All cables installed following the date of this Agreement shall be tagged and Joint User shall tag all existing non-tagged cables as Joint User is performing any service work in the ordinary course of maintenance on existing non-tagged cables. Joint User shall be solely responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Owner encounter any of Joint User's Attachments, where Joint User has performed maintenance after the Effective Date of this Agreement, which do not have permanent markers, Owner may notify Joint User provided that Owner can identify the Attachments as belonging to Joint User. Joint User shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments.
- 3.8 Should Joint User desire to Overlash its own existing Attachments, Joint User will submit a Permit Application in accordance with Section 4 of this Agreement. Joint User may Overlash its own existing Attachments provided that there is adequate pole strength and the overlashed Attachment complies with the specifications set

forth in Section 3.1. Overlashing shall not be considered a separate Attachment for the purpose of calculation of pole rental fees.

- 3.9 Each application shall ensure Joint User is in compliance with all specifications enumerated in Section 3.1 above and applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Joint User, and regarding maintenance, placement and operation of Attachments. **As to the extent permitted by law, Joint User shall defend, indemnify and hold the Owner harmless from and against any charges, penalties, fines, losses, or damages sustained by the Owner because of the Joint User's noncompliance with this provision.**
- 3.10 Where municipal or other governmental regulations require Owner to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Agreement, and the Joint User shall be subject to such regulation in its use of any jointly-used poles to the same extent as Owner.

SECTION 4. ESTABLISHING JOINT USE OF POLES

- 4.1 Throughout the term of this Agreement, Joint User may designate a Pole or Poles on which it desires to place or relocate any Attachment. Each such designation shall be made by Joint User by submitting to Owner a Permit Application in such manner as prescribed in the form of Exhibit "A" to this Agreement, or as may be amended by the Parties, signed by a duly authorized representative of Joint User, and specifying in the appropriate spaces thereon the type of work Joint User desires to perform and the Pole or Poles on which such work is to be performed. Joint User shall not place any Attachment on Owner's Pole prior to receiving a conditionally approved or approved Permit Application. Notwithstanding any other provision in this Agreement Joint User may place, replace, relocate, or modify a Service Drop on any Pole without prior written notice to Owner and without first submitting a Permit Application. If Joint User attaches a Service Drop to Owner's Pole on which Joint User has no current Attachment, Joint User shall report annually the number of Service Drops placed during the billing period as noted in Section 11. .
- 4.2 Owner shall approve, conditionally approve or deny each Permit Application for the placement, replacement, or relocation of Joint User's Attachment within forty-five (45) days of receipt. Should Joint User require a response time less than forty-five (45) days, due to a regulatory or service requirement, Joint User will provide written or electronic notice to Owner at the time the Application is submitted, as to the date a response is required to meet Joint User's service requirements. Owner will use its best commercially reasonable efforts to respond to Joint User's request. Should Owner be unable to meet Joint User's shorter time frame requirement. Owner will notify Joint User and include a detailed response as to why the shortened time frame cannot be met. Owner will return a copy of the Permit

Application to Joint User reflecting its approval, conditional approval or denial in the appropriate space.

- 4.3 Owner may deny any Permit Application on a non-discriminatory basis for the placement, replacement, relocation or modification of Joint User's Attachments, where, in Owner's reasonable judgment, there is insufficient capacity, space is required for Owner's Services or on the basis of safety, reliability and generally accepted engineering practices.
- 4.4 Owner may conditionally approve a Permit Application for the placement or relocation of Joint User's Attachment on the condition that Joint User modifies the application in certain specified respects. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Joint User is willing to accept Owner's modifications to the Permit Application, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Joint User's acceptance of the modifications in the appropriate spaces thereon. Should Joint User decide not to accept the cost associated with any Permit Application, the Joint User shall pay the Owner all reasonable cost for time spent processing such Permit Application.
- 4.5 If approval of a Permit Application for the placement or relocation of Joint User's Attachment will require a modification or rearrangement of the Attachments of Owner or any other Third Party Attacher on any Pole solely to accommodate Joint User's Attachment, Owner in the exercise of its reasonable discretion, may conditionally approve the Permit Application on the condition that Joint User agrees to reimburse Owner for all reasonable actual costs associated with such modification or rearrangement. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the Attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangements in the appropriate spaces thereon. If Joint User is willing to reimburse Owner for all reasonable actual costs associated with such modifications or rearrangement solely to accommodate Joint User's Attachments, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. Joint User agrees to pay Owner any reasonable actual cost upon receipt of an itemized invoice after the work has been performed.
- 4.6 If approval of a Permit Application for the placement or relocation of Joint User's Attachment will require the placement of new Poles or replacement of one or more existing Poles solely to accommodate the new Attachments of Joint User, Owner may approve the Permit Application on the condition that Joint User agrees to reimburse Owner for all reasonable actual costs attributable to the placement of new Poles or replacement of the existing Poles with new Poles required solely to

- accommodate the new Attachments of Joint User. In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the estimated cost associated with the replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Joint User. If Joint User is willing to pay all reasonable actual costs associated with the placement of new Poles or the replacement of existing Poles with new Poles, Joint User shall return the Permit Application to Owner, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Joint User's acceptance of such costs in the appropriate spaces thereon. Joint User agrees to pay Owner any reasonable actual cost upon receipt of an itemized invoice after the work has been performed.
- 4.7 Owner shall use reasonable efforts to respond to each Permit Application within forty-five (45) days after its submission or sooner if so requested as described in 4.2. Joint User shall limit the number of Poles on each Permit Application to include no more than twenty-five (25) poles. If Joint User submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Joint User shall designate, in writing, an order of priority for the review of Owner. In the absence of such designation, Owner shall review them in the order of their submission.
- 4.8 Joint User shall pay Owner a pre-construction inspection fee to compensate Owner for the reasonable actual cost incurred to inspect the Poles identified in the Permit Application to insure adequate space is available for Joint User's Attachments as well as ensuring Poles have adequate vertical and horizontal strength to support Joint User's proposed Attachments and a post-construction inspection fee for the reasonable actual cost incurred to insure Attachments were installed according to the make-ready recommendation of the Permit Application and terms and conditions of this Agreement. Owner shall provide the Joint User with an itemized actual cost invoice reflecting such fees within a reasonable time following the inspections. Failure to pay these fees within forty-five (45) days of written receipt of the invoice will void the conditional approval of the Permit Application and Joint User will remove all Attachments within fifteen (15) days.
- 4.9 If Joint User has a requirement to locate its equipment using any easement, right of way, or other property right of Owner but over which no Poles or an insufficient number of Poles are located to facilitate Joint User's purposes, Joint User shall notify Owner. Joint User and Owner, within a reasonable time after the delivery of such written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of Joint User and Owner and any existing Third Party Attacher. At its sole option, Owner may construct the necessary Poles, and Joint User shall bear all actual costs associated with the construction. Notwithstanding such payment, Owner shall own such Poles and Joint User shall not acquire any ownership or property interest in such Poles. Owner, at its sole discretion, may decline to construct the necessary Poles.

- 4.10 Upon conditional approval of a Permit Application for the placement or relocation of Joint User's Attachment, Joint User, at its sole risk and expense, may place or relocate the Attachments identified in the Permit Application on the Poles so specified in it during a one hundred twenty (120) day period from the date of its approval. If after said one hundred twenty (120) day period, Attachments are not placed or relocated, a new Permit Application shall be submitted in accordance with procedures described in this Section 4 prior to Joint User's placement, replacement, relocation, or modification of such Attachments.
- 4.11 Joint User shall not place or relocate any Attachment or equipment on any Pole until after the Permit Application for such work has been approved or conditionally approved by Owner in accordance with the procedures as described in this Section 4. A copy of the approved or conditionally approved Permit Application shall be maintained on the job site at all times construction is in process.
- 4.12 Within fifteen (15) days of completion of the work, as outlined in the Permit Application, Joint User shall give written certification to Owner that the Attachments are complete and comply with Section 3.1 of this Agreement. Owner may then conduct a post-construction inspection to ensure all work is in accordance with the terms and conditions of this Agreement. Upon completion of the post-construction inspection if Attachments are found to have been installed in accordance with the Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.
- 4.13 Owner reserves the right to deny any new Attachment requests, relocations, replacements, modifications, and service requests of Joint User if Joint User is found to be delinquent for any undisputed monies due to Owner.

SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF JOINT USER'S ATTACHMENTS AT OWNER'S REQUEST

- 5.1 Upon written notice from Owner, Joint User, at its sole risk and expense and within the period specified in the notice, not to be less than sixty (60) days, shall replace, relocate or modify all and any portion of its Attachments on any Pole that Owner specifies is necessary for the provision of its Service subject to Section 2.7 herein in such notice.
- 5.1.1. Joint User may remove all its Attachments on such Poles, within the time period specified in the notice, provided that such removal does not create a safety hazard or unbalanced load on any Poles. In the event that such removal would create a safety hazard or unbalanced load, Joint User shall so notify Owner and Joint User shall be under no obligation to perform such work until Owner resolves such safety hazard or unbalanced load caused by Owner's request.
- 5.1.2. Joint User may perform such work without prior notice to Owner and without first submitting a Permit Application; however, Joint User shall notify Owner of the performance of such work within fifteen (15) days of its completion.

A copy of notice from Owner indicating that work was requested of Joint User, shall be maintained on the job site at all times work is in process.

5.1.3. If Joint User fails to perform such work within the period specified in the notice, Owner, in the exercise of its reasonable discretion, without additional notice or demand to Joint User, reserves the right to assess late fees per the terms of Section 15.4.

- 5.2 Whenever any right-of-way consideration of the City of Westminster, county or state regulation makes relocation of a Pole necessary, Owner shall bear the cost of relocation of such Pole, except Joint User shall bear the entire risk and actual cost of relocating Joint User's Attachment.

SECTION 6. TRANSFER AND/OR RELOCATION OF JOINT USER'S ATTACHMENTS

- 6.1 Should Owner have a planned work order to replace Poles, which have Attachments of Joint User, Owner will provide notice to Joint User of required transfers. Joint User may determine to transfer its own Attachments within the timeframe set forth in said notice, but not less than 60 days. Should Joint User fail to complete transfers within said timeframe given in notice, Owner reserves the right to assess late fees per the terms of Section 15.4.
- 6.2 To the extent, the Parties are participating members of the National Joint Utilities Notification System ("NJUNS") or other similar notification system(s), to facilitate required notices, including, but not limited to, any need to rearrange or transfer Joint User's Attachments, the Parties may use NJUNS or such other system, as mutually agreed from time to time.
- 6.3 Should Joint User fail to transfer its Attachments within the time frame set forth in the notice in section 6.2, and after all pre-requisite transfers have been completed, Owner may in its sole option, abandon such Pole and transfer title of such Pole to Joint User, whereupon Joint User shall reimburse Owner for the actual reasonable costs associated with transferring the title, upon completion of a bill of sale in the form of Exhibit "B". Joint User shall thereafter take full ownership of such Pole in an **AS IS** condition. Joint User will mark such Pole to identify Joint User as owner thereof. Owner shall have no future interest in or responsibility for such Pole.
- 6.4 Within forty-five (45) days of the completion of the next pole inventory, both parties agree to meet and establish mutually agreeable timelines to complete all outstanding transfers and associated pole removals found in the inventory results. Simple cable or drop transfers or needs to attach to Poles which do not require engineering, cable placement, or splicing by Joint User's employees will be

completed first with the removal and transferring of their Attachments to new Poles at their sole expense. Complex transfers requiring engineering, cable placement, and splicing by Joint User's employees will require additional time to complete and will be scheduled with mutually agreeable timelines.

SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT

- 7.1 Joint User shall at its sole risk and expense maintain all Attachments on Poles in a safe condition and in thorough repair. Joint User may perform maintenance and repair work without giving prior written notice to Owner. Joint User expressly agrees that Owner's circuits are to continue in normal operation during Joint User's performance of any construction or maintenance, and that Joint User is to provide and use all protective equipment necessary for the protection of Joint User's employees, contractors and equipment, and Joint User shall guard against interference with normal operation of Owner's circuits.

SECTION 8. TREE TRIMMING

- 8.1 Joint User, at its sole risk and expense, shall perform all tree trimming required for its Attachments on Poles. Owner may perform any tree trimming that it deems reasonable or necessary to maintain the safety and reliability of its Poles. In no event shall Joint User install guys and/or anchors, and/or trim or cut beyond the boundaries of any easement granted to Owner unless Joint User shall have its own authorization to do so. Joint User at all times shall perform such work promptly in such a manner as to not interfere with the Services of Owner or other pole attachments.

SECTION 9. REMOVAL OF ATTACHMENTS

- 9.1 Joint User shall notify Owner of all Attachment removals. If Owner believes, in its reasonable discretion, that such removal creates a safety hazard, Joint User shall at its own expense replace such Attachment and perform any other corrective action specified by Owner in a notice to Joint User requesting such replacement or modification. Should Joint User fail to perform such work within thirty (30) days or such shorter period of time as is specified in the notice and necessary to correct any safety hazard, Owner reserves the right to assess late fees per the terms of Section 15.4.
- 9.2 Upon notice from Owner as described in Section 2.7 herein in such notice, which may be in written or electronic form, Joint User at its sole risk and expense shall remove all or any portion of the Attachments on any Pole that Owner requests in such notice. The removal shall be accomplished within the period specified in the notice, which shall not be less than thirty (30) days, unless a shorter notice period is required by Owner's customer service requirements or other emergency considerations as determined in Owner's reasonable discretion.

- 9.3 If Owner desires at any time to abandon any Pole(s), it shall give Joint User notice in writing or in electronic form to that effect not less than thirty (30) days prior to the date on which it intends to abandon such Pole(s). If Joint User desires to maintain its Attachments, Joint User shall notify Owner and Owner shall sell the Pole(s) to Joint User at Owner's depreciated costs. If Joint User does not desire to maintain its Attachments, then Joint User shall remove its Attachments prior to the date on which Owner intends to abandon the Poles(s). If, upon the expiration of such notice period, Joint User has not removed all of its Attachments from such Pole(s), Owner may abandon the pole to the Joint User per the terms of Section 6.5. Should Joint User exercise the option to buy the Pole, as specified herein, Joint User agrees and understands that it shall assume total and full responsibility for, and hold Owner harmless therefrom, maintenance, replacement and/or disposal requirements. Joint User recognizes and acknowledges that it is taking title to the Pole for all purposes. Joint User further recognizes and acknowledges that specific maintenance requirements exist on the easement and Joint User shall become familiar with the terms and agrees to comply with the terms contained in any easement or right of way. Owner shall use all reasonable efforts to assign or transfer any underlying easement to Joint User for a pole that Owner removes its attachments and/or facilities from or abandons said pole. **JOINT USER UNDERSTANDS THAT OWNER DOES NOT WARRANT, GUARANTEE OR IMPLY THAT SUCH POLE(S) POSSESS SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY ANY USE OF JOINT USER AND JOINT USER AGREES AND UNDERSTANDS OWNER MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE(S) MAY BE LOCATED UPON REMOVAL OF OWNER'S ATTACHMENTS.**
- 9.4 If Owner elects to sell a Pole and Owner shall have no attachments on such Pole but Joint User shall not have removed all of its Attachments, such Pole may be sold to and become the property of Joint User at the sole option of Owner. If Owner elects to sell such Pole, Owner shall provide Joint User with a properly authorized bill of sale reflecting the fair market value of the Pole. Such bill of sale can be sent both through traditional mail or electronic form (email, DocuSign, pdf copy of bill of sale, etc.). Owner shall use all reasonable efforts to assign or transfer any underlying easement to Joint User for a pole that Owner removes its attachments and/or facilities from or abandons said pole. **JOINT USER SHALL RECEIVE THE POLE "AS IS AND WHERE IS," AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL OBLIGATION, LIABILITY, COST, CLAIM, DAMAGE, EXPENSE OR CHARGE RELATED THERETO WHICH ARISES OUT OF FACTS AND/OR EVENTS OCCURING THEREAFTER. Should Owner elect to sell such pole, Joint User shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, JOINT USER SHALL COMPLY WITH THE TERMS AND DIRECTIONS OF THE APPROPRIATE MATERIAL SAFETY DATA SHEET AND WITH STATE**

AND FEDERAL LAW REGARDING THE MAINTENANCE, REPLACEMENT, AND/OR DISPOSAL OF THE POLE. OWNER DOES NOT WARRANT, GUARANTEE, OR IMPLY THAT SUCH POLE POSSESSES SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY OR FOR ANY USE OF JOINT USER. OWNER MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE IS CURRENTLY LOCATED UPON THE REMOVAL OF OWNER'S ATTACHMENT(S).

- 9.5 Whenever Joint User removes any Attachment from a Pole, whereby such removal will vacate Owner's pole of all Joint User's Attachments, it shall submit to Owner a Permit Application of the Attachment removed and the location of the Pole from which it was removed. All Permit Applications submitted for such removals will be deemed approved when received by Owner, provided such removal is in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, no Permit Application need be submitted by Joint User after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Joint User shall pay to Owner the full rental for the current year on any Pole upon which Attachments were removed during that current year.

SECTION 10. EMERGENCIES

- 10.1 In the event of an emergency, where conditions are such that there is a substantial potential for damage to property, injury or death to persons, or interruption of utility service, Joint User, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Owner's approval of a Permit Application for such work; provided however, that before performing such emergency work, oral approval shall be obtained from Owner's authorized representative, and provided further, that such work is performed within the time period and under such conditions specified by Owner's authorized representative. Any such oral approval shall be confirmed, within fifteen (15) days of the performance of such work, by Owner to Joint User in writing identifying both the work performed and the affected Poles. **If such emergency placement, replacement, relocation or modification is not acceptable to Owner, then Joint User, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Owner and within the time period specified in the notice. If Joint User fails to perform such work, Owner reserves the right to assess late fees per the terms of Section 15.4**
- 10.2 In the event of an emergency, where conditions are such that there is a substantial potential for damage to property, injury or death to persons, or interruption of utility service, Owner, may temporarily replace, relocate, remove, modify or perform any other work in connection with Joint User's Attachments on any Pole. Owner will notify Joint User in advance of any such replacement, relocation, removal, modification or other work, and avoid disruption of Services to Joint User's customers, but will have no liability with respect to any such disruption except to

the extent that such disruption was caused by gross negligence or willful misconduct on the part of the Owner. Parties will exchange and maintain emergency contact information to facilitate notifications to each other.

- 10.3 Joint User shall reimburse Owner for the reasonable actual expense that Owner may incur for such emergency work performed pursuant to Section 10.2 above. In such event, Owner shall notify Joint User, within a reasonable time, of both the Poles affected and the work performed.

SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES

- 11.1 The annual pole Attachment fee per Pole on which AT&T has Attachments on Westminster poles will be Twenty-One and 00/100 (\$21.00) dollars. The annual pole Attachment fee per Pole on which Westminster has Attachments on AT&T poles will be Twenty-Five and 00/100 (\$25.00) dollars. The pole Attachment fee is subject to good faith renegotiation following the initial five (5) year period, and every three (3) years thereafter, upon either parties' written request.
- 11.2 After the rental rates are applied to each party's number of Poles, the smaller total amount due from a party shall be deducted from the larger total amount due from a party, and the party owing the larger amount shall pay to the other party the difference between such amounts. A notice of payment due for the preceding year shall be provided on or before January 15 of each year to the party owing the larger amount.

SECTION 12. UNAUTHORIZED ATTACHMENTS

- 12.1 Nothing in this section is applicable until an inventory is completed. For purposes of this provision, Attachments in place at the time of the execution of this Agreement shall be considered approved Attachments. After the completion of the next inventory following ratification of this Agreement, if any of Joint User's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 above, shall be found attached to Owner's Poles, Joint User, upon written notification from Owner and within fifteen (15) days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment. If said Permit Application is not received by Owner within the specified time period, Joint User shall immediately remove its unauthorized facilities. If Joint User fails to immediately remove its unauthorized facilities Owner reserves the right to assess late fees per the terms of Section 15.4.
- 12.2 The charge for each unauthorized Attachment will be SEVENTY-FIVE-and 00/100 (\$75.00) Dollars for each unauthorized Attachment which will be paid per the terms of Section 14.
- 12.3 Joint User retains the right to provide evidence of authorization and dispute the Owner's charge of unauthorized Attachments. No act or failure to act by Owner

with regard to evidence provided by Joint User regarding an unauthorized attachment submitted pursuant to this section shall be deemed a ratification or the granting of permission to attach such unauthorized Attachment. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by Owner of any of its rights under this Agreement; provided, however, that Joint User shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized Attachment.

SECTION 13. INVENTORIES AND AUDITS

- 13.1 Parties may conduct an audit of their Attachments to verify the number and location of Attachments in all common service areas of the territory covered by this Agreement. Any such audit may be conducted no more frequently than once every five (5) years unless mutually agreeable by both Parties. The Party that desires to perform an inventory will provide ninety (90) days' notice to Joint Users of its desire to conduct an audit. Should a third-party contractor be selected to perform the inventory, the Parties will mutually agree on the contractor selected and scope of work and share the results at the conclusion of the audit. Joint User will reimburse Owner for Joint User's share of Owner's total audit cost, as pro-rated between Joint User and any other third party attachers within forty-five (45) days of receipt of the audit cost invoice. Notwithstanding any of the fore mentioned, precludes Owner from conducting any additional audit, inventory or inspection at Owner's own expense at any time.
- 13.2 For any inventories subsequent to the initial inventory, if there is a difference in the number of Joint User Attachments found by the inventory and the number of Attachments currently being billed, Joint User shall pay back rent for all unauthorized Attachments for a period of five (5) years, or since the date of the last inventory not to exceed five (5) years of Joint User Attachments on a prorated percentage difference back to the previous inventory (whichever period is shortest), at the rental rates in effect during such periods.
- 13.3 In addition to the back rent, Joint User shall be subject to the unauthorized Attachment charge for each unauthorized Attachment, including Service Drops, where no Permit was obtained.
- 13.4 No inventory or inspection, or lack thereof, by Owner shall operate to relieve Joint User of any responsibility, obligation, or liability assumed under this Agreement.
- 13.5 Any safety violations such that there is a substantial potential for damage to property, injury or death to persons documented during such physical inventory and caused by Joint User's Attachments shall be corrected immediately and all other safety type violations will be corrected within sixty (60) days after Joint User's receipt of written notice. If Joint User fails to correct any safety violation within sixty (60) days, Owner reserves the right to assess late fees per the terms of Section 15.4. Joint User shall not be responsible for any safety violations caused by builddowns or relocation of attachments by Owner or other attachers. Owner's

specifications in effect at the time of original construction would apply as noted in Section 3.1.

SECTION 14. PAYMENT OF INVOICES

- 14.1 Joint User will pay each undisputed invoice submitted to it by Owner within 45 days of its receipt. Payment will be remitted to Owner's address shown in Section 24.1. Any portion of an invoice not paid when due will bear interest at the lesser rate of 1.5% per month or the maximum rate allowed by law.
- 14.2 If Joint User in good faith disputes a payment, and the parties are not able to resolve any such exceptions by the date the payment is due, the amount that was in effect prior to the dispute shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary. Any amount owed after resolution will bear interest at the lesser rate of 1.5% per month or the maximum rate allowed by law.

SECTION 15. DEFAULTS

- 15.1 The term "Default," as used herein, shall include the occurrence of any one or more of the following events:
- (i) The failure of Joint User to pay any sum of money in accordance with this Agreement, or any part thereof, on the date on which the payment is due, and such failure continue for a period of ten (10) days after the date Owner sends notice to Joint User of such failure.
 - (ii) The failure of Joint User properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Agreement (other than covenants to pay any sum of money in accordance with this Agreement), which failure is not otherwise specifically addressed in this Agreement, and such failure continues for a period of thirty (30) days after the date Owner sends notice to Joint User of such failure, unless a shorter cure period is specified by this Agreement, and then the shorter cure period shall control.
 - (iii) Joint User shall (i) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (ii) admit in writing its inability to pay, or fail to pay, its debts generally as they become due; or (iii) as a debtor, file a petition, case, proceeding or other action pursuant to, or voluntarily seek the benefit or benefits of, any Debtor Relief Law or take any action in furtherance thereof; or seek, acquiesce in or suffer the appointment of a receiver, trustee, custodian or liquidator of Joint User or of Joint User's Facilities or any part thereof or of any significant portion of Joint User's other property; or voluntarily become a party to any proceeding seeking to affect a suspension or having the effect of suspending any of the rights or remedies of granted or referred to in this Agreement or takes any action in furtherance thereof. As used herein, "Debtor Relief Law" means any

applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, insolvency, reorganization, or other similar laws, domestic or foreign, including but not limited to those in Title 11 of the United States Code, as amended from time to time, affecting the rights or remedies of creditors generally, as in effect from time to time.

- (iv) The filing of a petition, case, proceeding or other action against Joint User as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Joint User or of Joint User's Facilities or any part thereof or of any significant portion of Joint User's other property or seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Owner granted or referred to in this Agreement and (i) Joint User admits, acquiesces in or fails to contest diligently the material allegations thereof; or (ii) the petition, case, proceeding or other action results in entry of an order for relief or order granting the relief sought against Joint User; or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of its filing.
- (v) A default, or the occurrence of an event which with the lapse of time or the giving of notice, or both, could become a default, under, or the acceleration of any indebtedness secured by, any mortgage, security interest or assignment which covers or affects any part of Joint User's Facilities.
- (vi) The discovery by Owner that any representation or warranty made by Joint User in any of this Agreement or in any other document ever delivered by Joint User to Owner in connection with this Agreement (including, but not limited to, any financial statements or Requests) is false, misleading, erroneous or breached in any material respect.
- (vii) Abandonment of any portion of Joint User's Facilities.
- (viii) The dissolution, liquidation, termination or forfeiture of the right to do business of Joint User.
- (ix) Joint User shall have (1) concealed, removed, or permitted to be concealed or removed any part of its property with the intent to hinder, delay or defraud any of its creditors; or (2) made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or (3) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a lien upon any of its property through legal proceedings or distraint which lien is not permanently vacated within thirty (30) days from the date thereof.

15.2 Should a Default occur and be continuing, Owner may, at its election and without further notice, do any one or more of the following:

- (i) Declare this Agreement to be terminated in its entirety, save and except for the survival of the covenants of Joint User to indemnify and hold harmless Owner, including without limitation, all provisions of Section 17 & 18 of this Agreement.

- (ii) Terminate Joint User's permission and Joint User to use the pole or poles of Owner, as provided in this Agreement and Owner may, at its sole discretion, designate the Poles to which the determination by Owner shall apply, and Owner will have no further obligation to Joint User with respect to such Poles but Joint User shall continue to be obligated to Owner per the terms of this Agreement.
 - (iii) Bring suit against Joint User to compel performance in accordance with this Agreement.
 - (iv) Exercise any and all other remedies available at law or in equity.
- 15.3 If Owner elects not to terminate this Agreement in its entirety but terminates its permission or Joint User as to specific Poles, Joint User's Attachments as to such poles shall be promptly removed or shall be considered unauthorized and subject to Section 17.
- 15.4 If Joint User shall exceed the time allowed in the performance of any work which it is obligated to do under this Agreement, Owner may elect to enforce a financial penalty per incident and pole not completed in a timely manner. The penalty amount is ten dollars (\$10) per pole per month, or part thereof, that any work is completed late. Owner is responsible for invoicing Joint User for late fees and the provisions of Section 14 apply to all late payments. Invoicing can occur at any interval convenient for owner, at a minimum annually. Owner's decision to not invoice does not relieve Joint User of any responsibility for late fees.
- 15.5 If the Joint User shall make default in any of its obligations under this Agreement and it becomes necessary for Owner to obtain the services of an attorney(s) to enforce such, the Joint User agrees to pay any and all of Owner's reasonable attorney(s) fees, costs (including court costs) and expenses associated with the enforcement of such obligations, including but not limited to any and all reasonable attorney(s) fees and expenses incurred by Owner in conjunction with any bankruptcy of Joint User, including, without limitation, any appearances, court filings, and other expenses period.

SECTION 16. SURVIVAL AFTER TERMINATION

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, the parties shall remain liable to each other for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 17. INDEMNIFICATION

- 17.1 **AS TO THE EXTENT PERMITTED BY LAW, JOINT USER AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS,**

AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL AND BODILY INJURIES, DISEASE, DEATH, OR DAMAGE TO PROPERTY, TOGETHER WITH ANY AND ALL LOSSES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED BY ANY PERSON OR ENTITY AND ATTRIBUTABLE TO JOINT USER'S ATTACHMENTS, ACTIONS OR FAILURE TO ACT, INCLUDING WITHOUT LIMITATION, ANY AFFILIATE OF JOINT USER OR ANY PARTY ACTING ON BEHALF OF JOINT USER OR JOINT USER'S AFFILIATES' EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS, IN ANY WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO JOINT USER'S ACTIONS OR OMISSIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO JOINT USER'S BREACH OF THIS AGREEMENT OR ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION OF JOINT USER SET FORTH HEREIN; (B) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY, OR INCIDENT TO THE ATTACHMENT, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION, REMOVAL, USE OR OPERATION OF OR IN ANY OTHER WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO, JOINT USER'S ATTACHMENTS, EQUIPMENT, GUYS AND ANCHORS INSTALLED FOR THE PURPOSE OF SUPPORTING JOINT USER'S ATTACHMENTS ON OR IN THE VICINITY OF POLES, OR THE POLES OF OTHERS ON WHICH JOINT USER MAINTAINS FACILITIES, INCLUDING, WITHOUT LIMITATION, (I) ANY CONDITION OF THE PREMISES RELATED TO JOINT USER'S ATTACHMENTS; (II) SEPARATE OPERATIONS OF JOINT USER BEING CONDUCTED ON THE PREMISES TO THE EXTENT RELATING TO JOINT USER'S ATTACHMENTS; AND (III) ANY CLAIM OF A LANDOWNER OR OTHERS RELATING TO CONSENT FOR OR PAYMENT OR COMPENSATION FOR THE LOCATION OF JOINT USER'S FACILITIES ON ANY EASEMENT OR RIGHT-OF-WAY; (C) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO THE PROVISION OF ANY SERVICE PROVIDED BY JOINT USER TO THE EXTENT RELATING TO JOINT USER'S ATTACHMENTS; OR (D) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO ANY INTERRUPTION, DISRUPTION, INTERFERENCE OR TERMINATION OF ANY JOINT USER'S SERVICE TO THE EXTENT RELATING TO JOINT USER'S ATTACHMENTS. SUCH INDEMNITY SHALL NOT APPLY WHEN THE CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, AND LOSSES, FINES, PENALTIES, COSTS OR EXPENSES ARISE IN PART FROM ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH OWNER AND JOINT USER, THAT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, JOINT USER IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS OWNER, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF JOINT USER'S OR ITS OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', CONTRACTORS', SUBCONTRACTORS', OR AGENTS' CONCURRENT (A) NEGLIGENCE, (B) STRICT LIABILITY IN TORT, (C) BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR (D) OTHER FAULT OF ANY NATURE OF JOINT USER.

- 17.2 Owner shall give Joint User prompt notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist Joint User in the defense of the claim.
- 17.3 **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASE OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**
- 17.4 The terms and provisions of this Agreement are intended to be for the benefit of Owner and Joint User, except as otherwise expressly provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their permitted successors and assigns, any benefits, rights, or remedies under or by reason of this Agreement.
- 17.5 The provisions of this section shall survive termination or expiration of this Agreement with respect to any activities of Joint User arising under this Agreement.

SECTION 18. INSURANCE.

- 18.1 Joint User shall carry, at its sole cost and expense and maintain, and shall use commercially reasonable efforts to require all of its subcontractors while working hereunder, if any, to carry and maintain in full force during the full term of this contract, insurance policies, from an insurer or insurers, eligible to do business in the State of South Carolina (with an AM Best Rating of A VII or better. Such insurance shall include, the following:
- 1) Commercial General liability insurance based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage, to cover all phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death and property damage limits of \$2,000,000 per any one occurrence and in the aggregate;
 - 2) Commercial Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased, with combined single limits of \$2,000,000 bodily injury/property damage per accident; and
 - 3) Statutory Worker's Compensation Insurance in amounts stipulated by statute and Employer's Liability Coverage with a limit of \$1,000,000 per accident, \$1,000,000 per disease policy limit, \$1,000,000 per disease each employee.

- 4) Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence and in the aggregate. Joint User may use any combination of primary and excess to meet required total limits.
- 18.2 Joint User agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its parent and affiliated companies, their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Joint User's properties and /or any other loss sustained by Joint User whether insured or not.
- 18.3 Additional Insured: All required policies (except for Workers' Compensation/Employers Liability) will include, by policy endorsement, Owner as an 'additional insured,' or by a designation with equivalent effect with respect to this Agreement. The Commercial General Liability Policy will be endorsed using ISO form CG2010 AND CG2037 (or a substitute form providing equivalent coverage).
- 18.4 Primary & Non-Contributory: Owner and Joint User intend that the Joint User shall ensure that all policies (except for Workers' Compensation/Employers Liability) required in accordance with this section will protect Owner and Joint User, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Owner, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work.
- 18.5 Severability & Cross Liability: The required policies (except for Workers' Compensation/Employers Liability) shall also include standard separation of insureds provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Owner from asserting claims against the Contractor or any other Insured under the policies.
- 18.6 An updated certificate of insurance will be issued at each renewal evidencing Completed Operations a period 2 years following the expiration of the Agreement. Further, Joint User will provide at least thirty (30) days written notice to Owner prior to cancellation or non-renewal of any require coverage that is not replaced. In the event that Joint User's insurance coverage is to be cancelled by reason of non-payment of premiums, Owner, in its sole discretion, shall have the right to pay such premiums and Joint User shall forthwith reimburse Owner the full amount paid by Owner. Joint User will include Owner as additionally insured by endorsement with respect to this Agreement, or provide a designation of similar effect on every certificate of insurance, with the exceptions of Workers Compensation Insurance.

Notwithstanding the forgoing, Joint User may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Joint User elects to self-insure its obligation under this

Agreement to include Owner as an additional insured, the following conditions apply:

- (i) Owner shall promptly and no later than thirty (30) days after notice thereof provide Joint User with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Joint User with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and
- (ii) Owner shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Joint User; and
- (iii) Owner shall fully cooperate with Joint User in the defense of the claim, demand, lawsuit, or the like.

18.7 Joint User shall promptly notify Owner in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of Joint User's Attachments to any Pole.

SECTION 19. BOND

19.1 Joint User shall furnish and maintain throughout the term of this Agreement and thereafter until all of the obligations of Joint User have been fully performed, a bond or other evidence of continuous contractual insurance coverage satisfactory in form and content to Owner, in the amount of FIVE THOUSAND and 00/100 (\$5,000.00) dollars in favor of Owner to guarantee the payment of any sums which may become due Owner for rentals, inspections, inventories, work performed for the benefit of Joint User under this Agreement, including the removal of Attachments upon the termination of this Agreement, or for any expense that may be incurred by Owner because of any default of Joint User.

SECTION 20. TAXES

20.1 Joint User shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Joint User's business with regards to its Attachments, including, without limitation, all franchise, Joint User, permit and other fees due to cities or other governmental entities.

SECTION 21. ASSIGNMENTS

21.1 Joint User shall not, without prior written consent of Owner, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, provided that no prior consent shall be required for Joint User to transfer, assign, or delegate its rights and obligations hereunder to any entity controlling, controlled by or under

common control with the Joint User, any entity which may purchase all or substantially all of Joint User's assets, or to any entity that may survive by merger or consolidation of Joint User.

- 21.2 No permitted transfer, assignment, delegation or subletting by Joint User shall release or relieve Joint User of any of its obligations under this Agreement and Joint User shall remain fully obligated and liable to Owner under this Agreement. Notwithstanding the foregoing, Joint User shall be released and relieved from any and all such obligations to Owner upon assumption of the Agreement by such permitted successor.
- 21.3 Owner may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Joint User. Owner shall notify Joint User of any such transfer, assignment or delegation within thirty (30) days thereof.
- 21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 22. APPLICABLE LAW

- 22.1 This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. This Agreement is executed and delivered incident to a transaction negotiated (at least in part), consummated and performable in part in Oconee County, South Carolina, and shall be governed, construed, and interpreted as to validity, enforcement, and in all other respects in accordance with the laws of the State of South Carolina, and the laws of the United States of America, as applicable. The Parties irrevocably agreed that any legal proceeding arising out of or in connection with this Agreement shall be brought in the state court of appropriate jurisdiction in Oconee County, South Carolina, or in the United States District Court for the District that presides over Oconee County, South Carolina.

SECTION 23. ENTIRE AGREEMENT

- 23.1 This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters, which are by mutual consent hereby abrogated and superseded by this Agreement.

SECTION 24. NOTICE

- 24.1 Any notice required to be given or made in connection with this Agreement shall be in writing unless specifically addressed herein and shall be deemed properly or

sufficiently given or made by, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronically mailed or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

Westminster:

City Manager
City of Westminster
PO Box 399
Westminster, SC 29693
(864) 647-3202
Fax (864) 647-3229
info@westminstersc.org

AT&T:

James Darr
National Utility Joint Use Team
1640 E Hazel Dell Rd
Springfield, IL 62703
(217) 320-8146
james.darr@att.com

Legal:

AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attn: Legal Department – Network Services

- 24.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is addressed.

SECTION 25. MODIFICATION AND WAIVER

- 25.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both Parties, unless such modification expressly provides for a different effective date.
- 25.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, or failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement, shall constitute or be construed as a waiver or relinquishment of

any term, right or condition, but the same shall remain at all times in full force and effect.

SECTION 26. HEADINGS

- 26.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 27. INTERPRETATION

- 27.1 The Parties intend that no provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

SECTION 28. TERM

- 28.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving written notice of its intention to do so not less than one hundred and eighty days (180) prior to the end of any period.
- 28.2 Upon termination of this Agreement, the right to make additional Attachments shall cease. However, such termination shall not abrogate or terminate the right of either party to maintain the Attachments theretofore made on the Poles of the other and all such prior Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms and conditions of this Agreement. The rights and obligations of each party to maintain existing Attachments shall survive termination of this Agreement.
- 28.3 Notwithstanding any other provisions to the contrary, the covenants of Joint User to indemnify and hold harmless Owner, including without limitation, all provisions of Section 17 of this Agreement shall survive any termination of this Agreement and remain in full force and effect.

SECTION 29. FORCE MAJEURE

- 29.1 Neither Party shall be held liable for any delay or failure in performance on any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond the Party's control and not due to such Party's fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, changed governmental regulations, embargoes, epidemics, pandemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 30. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 30.1 Each party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.
- 30.2 Joint User represents and warrants that it has obtained all required authorizations, and covenants that it will maintain and comply with the required authorizations throughout the Term.
- 30.3 Each party shall be responsible for obtaining its own rights-of-way and easements. OWNER DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE JOINT USER TO ACCESS THE PROPERTY UNDERLYING OWNER'S POLES. Owner shall not be liable should Joint User at any time be prevented from placing or maintaining its Attachments on Owner's Poles because Joint User failed to obtain appropriate rights-of-way or easements. Owner may require Joint User to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments, if such a requirement is imposed, the time for Owner to respond to Joint User's Application shall be tolled pending Joint User's response. Consistent with the terms and conditions of this Agreement, Owner shall permit Joint User access to Owner's distribution Poles and related overhead and other easements. Further, Joint User's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Owner and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO WESTMINSTER DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF WESTMINSTER.
- 30.4 THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OWNER SPECIFICALLY DISCLAIMS ANY WARRANTY OR

REPRESENTATION REGARDING THE CONDITION AND SAFETY OF
OWNER'S DISTRIBUTION POLES.

SECTION 31. CONFIDENTIALITY

31.1 To the extent allowed by law, neither Party shall at any time disclose, provide, demonstrate or otherwise make available to any Third Party Attacher any of the terms or conditions of this Agreement, except and only after obtaining the consent of the other Party, or as may be required by applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this section shall prevent disclosure to a Party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the Parties to obtain financing, report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after obtaining confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the Party called upon to make such disclosure shall provide notice to the other Party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure. The Parties reserve the right to disclose, provide, demonstrate or otherwise make available the terms and conditions of this Agreement to their respective engineering firms and contractors, which shall be subject to this confidentiality section.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally

bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

City of Westminster

By: _____
Signature

Name: _____

Title: _____

Date: _____

Bellsouth Telecommunications, LLC, d/b/a AT&T South Carolina By:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Exhibit "A"
Permit Application

Joint User Permit No. _____ Owner Permit No. _____
Location/Exchange _____ Date _____, 20____.
Westminster, South Carolina _____

In accordance with the terms and conditions of the Pole Joint User Agreement between _____ (Owner) and _____ (Joint User) application is hereby made for (placement) (removal) of Attachments on Poles as indicated below and on the attached drawing and/or map. I hereby certify that, upon final inspection of completed work, all Attachments fully comply with the National Electrical Safety Code (NESC), edition in effect at the time of attachment and no Attachments will be in violation of NESC as the result of said Attachments.

Joint User: _____ Number of Poles _____ added

By: _____

removed _____

Title: _____

modified _____

Phone: _____ overlash

Email: _____

Engineer Contact name: _____

Phone: _____

Email: _____

Owner (conditionally approves) (denies) Joint User's Permit Application to place Attachments on Owner's Poles.

Owner: _____

By: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Construction Completion Notification

All construction work has been completed and Attachments are ready for post-construction inspection.

Joint User: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Post-construction inspection has been completed and the status of this Permit Application is hereby changed from conditionally approved to approved.

Owner: _____

Name: _____

Title: _____ Phone: _____

Date: _____

Exhibit "A"
Permit Application (Continued)

Pole Number	Comments	Added	Removed	Overlash
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EXHIBIT B – BILL OF SALE

Agreement made this _____ day of _____,
20____, by and between _____,
a _____ company/corporation with a principal office in _____,
hereinafter called Buyer, and _____, a
company/corporation, with a principal office in _____,
authorized to do and doing business in _____,
hereinafter called Seller.

For and in consideration of the sum of \$_____ to it in hand paid
and other valuable considerations, payable to Seller in immediately available funds,
the receipt of all of which is hereby acknowledged, Seller by these presents does
hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors
and assigns, all of the rights, title, interest and claim the Seller now has or may have
had in the following "Pole(s)" located in _____,
County,
(State):

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.
4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.
5. On the Effective Date, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs),

claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the other Parties Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE OTHER PARTIES FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with either Parties Facilities and Seller expressly retains all such rights, licenses and interests.

Effective Date: ____

(Seller's company name)

(Buyer's company name)

Signature

Signature

Printed Name

Printed Name

—

—

Title

Title

Address:

Address:

—

—

—

—

—

—



Agenda Item #4 Consider Adoption of FY2021-2022 Budget Calendar

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

The Proposed Budget Calendar for FY 2022 is attached and is presented for City Council consideration for adoption.

Council Motion for consideration:

I move to adopt of the Proposed FY2021-2022 Budget Calendar as presented.

ALTERNATIVE motion...

I move to adopt the Proposed FY2021-2022 Budget Calendar with the following amendments:

(maker of the motion to list all amendments)

1.
2.



Gateway to the Mountain Lakes Region

Proposed FY2022 Budget Development Calendar

12-Jan Budget kick-off meeting with senior staff

19-Jan	City Council Meeting Council consideration of proposed FY2022 Budget Calendar	6:00 PM	Fire Department
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26-Jan	City Council Priority Setting Workshop	1:00 -4:00 PM	Train Depot
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2-Feb Departmental Budget Requests Due to CA

16-Feb	Expenditure Review Part 1 - Utility Funds Electric Fund Water Fund Water Plant Fund Sewer Fund City Council Meeting	4:00 PM 6:00 PM	Fire Department Fire Department
---------------	--	--	--

4-Mar Department Directors Meet with CA

5-Mar Department Directors Meet with CA

16-Mar	Expenditure Review Part 2 General Fund Solid Waste Fund Youth Recreation Fund Hospitality and Accommodations Tax Fund City Council Meeting	4:00 PM 6:00 PM	Fire Department Fire Department
---------------	---	--	--

20-Apr	Revenue Review Utility Funds (Electric, Water, Water Plant, Water) General Fund Solid Waste Fund Youth Recreation Fund Hospitality and Accommodations Tax Fund City Council Meeting	4:00 PM 6:00 PM	Fire Department Fire Department
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27-Apr	City Council 2022 Budget Workshop Bringing it all together All funds, revenue and expenditures Balanced Reflects preferences and follows priorities of Council Council directs modifications, adjustments	4:00 PM	Train Depot
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11-May	Public Hearing and 1st Reading	6:00 PM	Fire Department
15-Jun	2nd Reading and Adoption	6:00 PM	Fire Department



Agenda Item #5 Water/Sewer Line Extension Policy Discussion

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

A previously adopted and rescinded utility extension policy is presented for City Council discussion. Staff is seeking input from the City Council concerning its willingness to consider adoption of a policy similar to this one. A policy such as this can be written to allow the City to annex properties in which the property owners sign an annexation covenant alongside their water and/or sewer service agreement(s).

Since this type of policy did not yield the desired result the last time it was adopted, which led to its being removed from the utility portion of the City Ordinance's, it is presented here for discussion purposes only.

If the City Council views a policy of this type as useful to expand the City boundaries, staff will work with the City Attorney to draft a policy for future City Council discussion and consideration. If the City Council does not view a policy of this type as useful, staff will not proceed further.

A customer friendly policy that can serve as an annexation tool is the goal.

No action is requested of the City Council.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2015-03-17-1

CITY OF WESTMINSTER)

AN ORDINANCE TO AMEND THE WESTMINSTER CITY CODE BY AMENDING CHAPTER 50 "GENERAL UTILITIES" SECTION 50.01 "FURNISHING ELECTRICITY, WATER AND SEWER SERVICE".

WHEREAS, for many decades state law permitted and encouraged municipalities to provide water and sewer to rural areas when requested by rural property owners as a method to encourage the annexation of rural properties into municipalities; and,

WHEREAS, over many decades city water and sewer has been provided to rural property owners in Oconee County who requested city water and/or sewer service, thereby creating rural city water and sewer service areas wherein the city served many rural customers and their rural properties within these said rural city water and sewer service areas; and,

WHEREAS, whenever the city agreed to provide city water or sewer to rural areas, those rural areas, as well as all associated infrastructure and all revenues generated therefrom, became part of the city's public utility system, all of which is operated by state licensed operators employed by the city; and,

WHEREAS, all portions of the city's public utility system, including the city's rural water and sewer service areas, rural infrastructure and rural revenues, are pledged by the city as collateral to secure public utility improvement loans that have been made to the city; and,

WHEREAS, in 2001 the South Carolina Supreme Court affirmed and upheld the imposition of a requirement by municipalities for rural water and sewer customers to sign annexation agreements as a condition to receiving municipal water or sewer service, which requirement was and is utilized by many municipalities to encourage and accelerate the annexation of rural service areas where municipal utility services are provided.

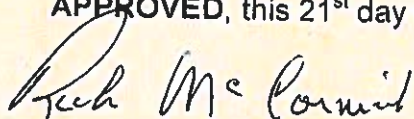
NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Westminster that the Chapter 50 Section 50.01 is hereby amended to read as follows:

(E) Compliance with the following is required for water and sewer connections outside the city:

(1) Before the city agrees to provide city sewer or water to any rural parcel of property regardless of whether the rural property is already developed, the rural property owner must properly execute a declaration of annexation agreement as approved by City Council, under which the property owner, its heirs, assigns and successors, shall agree to execute a petition to annex as often as requested by the city council or their designee. The annexation agreement will be properly processed and recorded. The subject property will be annexed whenever city council determines annexation of the property is appropriate.

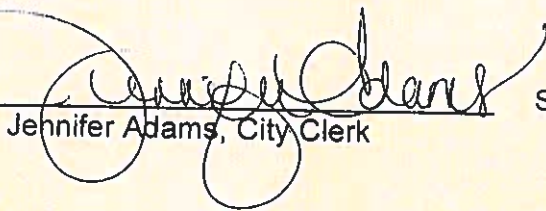
(2) The city may connect or allow continued service to industrial properties and developments to the municipal water and sewer system without annexation or annexation agreements when the economic benefit is found to be in the best interest of the community. The City Council shall approve such on a case-by-case basis by resolution.

APPROVED, this 21st day of April 2015.



Rick McCormick, Mayor

First Reading: March 17th, 2015



Jennifer Adams, City Clerk

Second Reading: April 21st, 2015

Reviewed by City Attorney and approved as to form.



Derek Enderlin, City Attorney

**MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Thursday, December 10, 2020**

The City Council of the City of Westminster met in a regular scheduled meeting on Thursday, December 10, 2020 at 6:00 pm at the Westminster Fire Department with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
Jimmy Powell
Brad Chastain

Reid Adams
Danny Duncan

Rusty Cater
Yousef Mefleh

Interim City Administrator, Kevin Bronson
Rebecca Overton
Utility Director, Leigh Baker
Police Chief, Rory Jones
Police Lt., Matt Patterson
Fire Chief, Michael Smith
City Attorney, Andrew Holliday
Members of the public and press

Notice of the meeting and the agenda was posted on a window at the Fire Department and at westminstersc.org twenty-four hours prior to the meeting and all persons, organizations and local media requesting notification and the agenda were notified by email.

Call to Order

Mayor Ramey called the meeting to order at 6:00 pm.

Invocation and Pledge of Allegiance

Mr. Norm Cannada led the Council in the invocation and pledge.

Certification of Quorum

The City Clerk certified a quorum.

Public Comments

1. Michelle Siegmund of 108 B Street requested that the area she lives in be rezoned from multi-family residential to single family.

New Business

1. Proclamation for School Choice Week

Upon a motion by Mr. Duncan and seconded by Mr. Cater, the motion ***to accept the Proclamation for National School Choice Week*** as presented passed unanimously.

Member	Motion	Vote
Ramey		Yes
Cater	Second	Yes
Adams		Yes
Chastain		Yes
Duncan	Motion	Yes
Mefleh		Had not arrived
Powell		Yes

2. Resolution Regarding the Service of Mr. Tidwell on the Planning Commission

Mayor Ramey presented Wendell Tidwell a Resolution for Respect and appreciation **for 20 years of service on the Planning Commission.**

2a. COVID-19 Considerations

Mr. Bronson updated Council on the new protocols released by DHEC due to the increase diagnosed cases of COVID-19 in Oconee County. He stated that each department had a contingency plan to manage their department and asked that Mr. Baker, Chief Jones and Chief Smith inform Council of those plans.

Mr. Bronson then updated Council on the plan for City Hall beginning on Monday. He stated that City Hall will be closed to the public and that the staff there will break-up into two teams of two and work alternating schedules. This will limit the exposure to the staff and the public.

Mr. Bronson also stated that the City gym has been the most aggressive with follow the league protocols. They have been sanitizing regularly and enforcing the mask mandate for all staff and visitors to the gym.

3. Jessica Glymph – Discussion of WaterWays Display

Mrs. Glymph was unavailable for the meeting. This agenda item will be moved to the January 2021 meeting agenda.

4. Audit Proposals

Mr. Bronson informed Council that on November 25, 2020 he was notified by Greene Finney, LLP would not be available to do the City's FY audit for 2020, due to staff turnover at the firm.

Mr. Bronson then began contacting other firms to request proposals for an independent financial audit services. Three firms were invited to provide proposals for multiple years of services should they so choose. Those three firms were: Payne, White & Schmutz, McKinley Cooper and Chery Bekaert.

Chery Bekaert did not submit a proposal, Payne, White & Schmutz was unable to provide a proposal because they perform accounting services for the City. McKinley Cooper proposes a fee of \$19,500 for each of the three years ending June 30, 2020, 2021, and 2022. The proposed amount is less than previous audits.

Upon a motion by Mr. Adams seconded by Mr. Duncan, the motion ***to accept the proposal for independent financial audit services with McKinley Cooper for a fee of \$19,500 for each of the three years ending June 30, 2020, 2021, 2022*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Cater		Yes
Adams	Motion	Yes
Chastain		Yes
Duncan	Second	Yes
Mefleh		Yes
Powell		Yes

5. 2021 Council Meeting Schedule

Upon a motion by Mr. Duncan and seconded by Mr. Cater, the motion ***to accept the 2021 City Council Meeting Schedule as proposed*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Cater	Second	Yes
Adams		Yes
Chastain		Yes
Duncan	Motion	Yes
Mefleh		Yes
Powell		Yes

6. Ordinance 2021-01-19-01 for the Real Property Lease with Oconee County (Chau Ram)

Mr. Holliday stated that the Council adopted a resolution last year committing the City on the renewal of the lease with Oconee County concerning the Chau Ram Park in order for them to apply for a grant.

The new lease agreement that is presented for consideration has been reviewed and approved by the attorney for Oconee County and by the City Attorney. The agreement is more or less the same as the previous lease agreement, with minor edits from each attorney to reflect the current state of affairs.

Upon a motion by Mr. Cater and seconded by Mr. Adams, the motion **to approve Ordinance 2021-01-19-01, and to execute the Real Property Lease Agreement between the City of Westminster and Oconee County** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Cater	Cater	Yes
Adams	Second	Yes
Chastain		Yes
Duncan		Yes
Mefleh		Yes
Powell		Yes

7. Report From Local Development Corporation Meeting – Danny Duncan

Mr. Duncan updated Council on the progress of the Local Development Corporation. Mr. Duncan stated that the board had approved two grants recently for local businesses. He encouraged everyone to let the local businesses know that these grants are available.

Routine Business

8. Approval of the regular meeting minutes of November 12, 2020

Mr. Adams stated that upon the request of Mr. Bronson, that the two new appointees to the OJRSA Board be phased in with Mr. Bronson joining immediately and Mr. Baker coming on board on April 1, 2021. Therefore, the Mayor will remain on the board until Mr. Baker assumes the seat. Mr. Adams asked that this be reflected in the minutes where the appointments are notated.

Upon a motion by Mr. Adams and seconded by Mr. Duncan, the motion **to approve the November 12, 2020 meeting minutes as amended** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Cater		Yes
Adams	Motion	Yes
Chastain		Yes
Duncan	Second	Yes
Mefleh		Yes
Powell		Yes

9. Comments from the Utility Director

a. Tree Trimming – follow up

At a previous meeting, Mr. Baker was asked to do a cost analysis to evaluate the addition of a city staff position of a tree trimmer. Currently, the City is paying a contractor to trim trees at \$90,000 that will last 13.5 weeks at \$6,600 per week. This includes a contractor providing a bucket truck and two people. City staff is currently removing the brush to save time and expense from the contractor. One year at this current rate is \$343,000.

Mr. Baker proposed an employee at \$16/hr. plus benefits is approximately \$65,000/yr. Where the City would save on labor cost, the upfront cost of a bucket truck would be approximately \$85,000 along with an additional \$5,000 for tools for saws. A part-time helper would cost about \$33,000 and this person would be from a staffing agency. All in cost for the first year would be approximately \$188,000.

Mr. Bronson stated that the City could use their reserves to fund this position for this year and do a budget amendment.

Mayor Ramey requested a breakdown of cost to savings with the ongoing upgrades and the **estimated cost to complete the upgrade project**. He requested that figures be brought back to Council at the January meeting.

b. OJRSA I&I Letter

Mr. Baker stated that the City was notified of severe inflow and infiltration by OJRSA. As a result of the information, City staff researched the area containing the sewer line and found a number of damaged manholes **alongside a creek** that, in all likelihood, were contributors to the I&I. **The manholes looked to have been damaged by the property owner**. Staff repaired the manhole covers and will continue to monitor and evaluate the sewer lines and work with the city infrastructure engineer to identify additional long term solutions.

c. Other

Mr. Baker updated Council on the daily operations of the Electric, Water, Sewer and Water Plant departments. He also wanted to thank Dickson Tractor for allowing the City the use of equipment to unload the food boxes that were giving out a few weeks ago.

10. Comments from Interim Administrator

a. Pole Agreements – follow up

Mr. Bronson updated Council on the progress of the re-negotiations by Local Government Services for the pole attachments with AT&T and Vyve (formally Northland Cable). The AT&T agreement was adopted in 1935 and the City charged AT&T \$1.00 for each pole they were attached to. Mr. Bronson stated that the City has been paid \$386.00 annually for the use of its poles by AT&T. The new negotiated rate could net the City \$7,582 annually.

Vyve contract renewed and will not be up for re-negotiations until 2024. Currently, they are paying \$4.50 per pole annually. The next step will be contracting to have an accurate pole count completed.

b. Retreat Street Park – follow up

Mr. Bronson was asked at a previous meeting to meet with JDavis Construction to discuss a revision of its bid for the work proposed at Retreat Street Park.

After discussing the matter with a representative of JDavis Construction, the components of the park were separated with the hope to proceed on a phased approach based on funding.

Mr. Bronson also stated that he had spent some time with a grant writer and feels grants could help offset the cost of the project. He recommended to Council that additional bids be sought for the project.

11. Comments from the Mayor and Council

- a. Mayor Ramey stated that he sent an email to Council concerning the zoning concerns in the City. Mr. Harold Knight, a contractor, has been trying to purchase vacant lots in the city to build single family homes. He keeps experiencing road blocks with the set-backs for the different zoning districts. **Wendel Tidwell stated that it had been recommended by the Planning Commission that the city look at all of its Zoning districts and make needed changes at the time the Comprehensive Plan was created.** It was recommended that Mr. Bronson speak with the Planning Board to begin the process of looking at the zoning districts and set-backs for a possible amendment.

- b. Mayor Ramey asked Council if they had anyone willing to serve on the Planning Commission in order to fill the vacancy that will occur on January 1, 2021. There were no nominations at this time.
- c. Mayor Ramey updated Council on OJRSA. Mayor Ramey stated that an increase in sewer rates will be coming soon. The last increase was in 2013 and there are needed repairs and cost to operate have increased. Also, it was determined that the operations cost for the City of Westminster is **only 4.8%**, however we are being charged **approximately 16% based on the pro-rata billing method determined by flows**. The board is currently working to getting this changed.
- d. Mayor Ramey asked for an update on the handrails on Main Street. Mr. Bronson stated that he has spoken with Mr. Sammy Dickson and feels this could be covered with CFunds. Mr. Bronson plans to follow-up with Mr. Dickson about the use of C-Funds for this improvement.
- e. Mayor Ramey asked for an update on the Codes Enforcement Contract. Mr. Bronson stated that the City of Walhalla notified us last month that as of June 30, 2021 that Walhalla and Westminster will no longer share a codes person. Mr. Bronson will be looking into funding a part time person in the next budget year.
- f. Mr. Duncan stated that we needed to get our CFund request in by the end of December.

Executive Session

Upon a motion by Mayor Ramey and seconded by Mr. Duncan, the motion ***to enter into an executive session for the purpose of:***

- 12. Section 30-4-70(a) (2) "a discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of Legal Advice where the Legal Advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situation involving the assertion against the agency of claim" (PMPA)
- 13. Section 30-4-70 (a) (2) "a discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of Legal Advice where the Legal Advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of claim." (Fire Service Contract with Oconee County)
- 14. Section 30-4-70 (a) (2) "a discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of Legal Advice where the Legal Advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the

position of the public agency in other adversary situations involving the assertion against the agency of claim." (County Property Tax)

15. Section 30-4-70 (a) (1) a discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body. (Travel Per Diem)

Upon motion by Mayor Ramey and seconded by Mr. Cater, the motion ***to exit executive session and re-enter open session*** passed unanimously.

Adjourn

Upon a motion by Mayor Ramey and seconded by Mr. Powell, the motion ***to adjourn the meeting at 8:30 pm*** passed unanimously.

(Minutes submitted by Jennifer Adams)

Mayor Brian Ramey

Date

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
010 CITY GENERAL FUND								
100 ADMINISTRATION								
00400 PROPERTY TAXES								
40000 PROPERTY TAXES	\$475,000.00	\$0.00	\$475,000.00	\$0.00	0	\$28,224.16	6	\$446,775.84
40001 DELINQUENT TAXES	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$29,128.68	97	\$871.32
40002 VEHICLE TAXES	\$65,000.00	\$0.00	\$65,000.00	\$0.00	0	\$35,257.78	54	\$29,742.22
40003 HOMESTEAD EXPT. STATE	\$54,000.00	\$0.00	\$54,000.00	\$0.00	0	\$0.00	0	\$54,000.00
40004 MERCHANTS INVT. TAX	\$6,300.00	\$0.00	\$6,300.00	\$0.00	0	\$4,215.26	67	\$2,084.74
40005 WATERCRAFT TAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$124.13	0	(\$124.13)
Total Property Taxes	\$630,300.00	\$0.00	\$630,300.00	\$0.00	0	\$96,950.01	15	\$533,349.99
00401 INTERGOVENMENTAL REV								
40100 C FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40102 AID TO SUBDIVISION	\$56,000.00	\$0.00	\$56,000.00	\$0.00	0	\$28,663.80	51	\$27,336.20
40103 STATE ACCOM. TAX	\$4,000.00	\$0.00	\$4,000.00	\$0.00	0	\$3,108.03	78	\$891.97
40104 OCONEE VOLUNTEER BONUS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40105 TRANSPORTATION NETWORK ACT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$13,220.39	0	(\$13,220.39)
Total Intergovernmental Rev	\$60,000.00	\$0.00	\$60,000.00	\$0.00	0	\$44,992.22	75	\$15,007.78
00402 LICENSE, PERMITS, & FEES								
40200 BUSINESS LICENSE	\$81,182.00	\$0.00	\$81,182.00	\$378.10	0	\$16,846.38	21	\$64,335.62
40202 TELECOM. TAX MASC	\$6,500.00	\$0.00	\$6,500.00	\$0.00	0	\$0.00	0	\$6,500.00
40203 BROKER TAX MASC	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$4,020.98	80	\$979.02
40204 MANUFACTURERS TAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40205 INSURANCE TAX	\$210,000.00	\$0.00	\$210,000.00	\$0.00	0	\$48,375.57	23	\$161,624.43
40210 GARBAGE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40214 CELL TOWER RENT	\$26,700.00	\$0.00	\$26,700.00	\$2,225.00	8	\$16,075.00	60	\$10,625.00

010 CITY GENERAL FUND
100 ADMINISTRATION
00402 LICENSE, PERMITS, & FEES

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40215 FACILITY RENTAL	\$6,330.00	\$0.00	\$6,330.00	\$425.00	7	\$4,192.00	66	\$2,138.00
40216 FOIA REQUEST FEES	\$30.00	\$0.00	\$30.00	\$0.00	0	\$19.62	65	\$10.38
Total License, Permits, & Fees	\$335,742.00	\$0.00	\$335,742.00	\$3,028.10	1	\$89,529.55	27	\$246,212.45
00404 PYMT IN LIEU OF TAX & FRAN FEE								
40400 PAYMENT IN LIEU OF TAX	\$3,500.00	\$0.00	\$3,500.00	\$0.00	0	\$1,638.79	47	\$1,861.21
40401 FRANCHISE FEES	\$55,000.00	\$0.00	\$55,000.00	\$0.00	0	\$410.56	1	\$54,589.44
40402 WUD FRANCISE FEE	\$495,106.00	\$0.00	\$495,106.00	\$41,258.83	8	\$288,811.81	58	\$206,294.19
Total Pymt In Lieu Of Tax & Fran Fee	\$553,606.00	\$0.00	\$553,606.00	\$41,258.83	7	\$290,861.16	53	\$262,744.84
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
Total Interest Income	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
00406 GRANT INCOME								
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$60.00	\$0.00	\$60.00	\$0.00	0	\$0.00	0	\$60.00
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$25.00	\$0.00	\$25.00	\$0.00	0	\$0.00	0	\$25.00
40707 MISCELLANEOUS REV	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40709 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40719 CAPITAL LEASE PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40720 SALE OF PROPERTY (EASEMENTS)	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40721 NON GOVERNMENTAL GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40734 COURT ORDERED RESTITUTION	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$500.01	25	\$1,499.99

010 CITY GENERAL FUND
100 ADMINISTRATION
00407 MISCELLANEOUS & OTHER

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$1,716.64	0	\$1,716.64	0	(\$1,716.64)
40736 GHS FACILITY REIMBURSEMENT	\$4,200.00	\$0.00	\$4,200.00	\$350.00	8	\$2,450.00	58	\$1,750.00
40737 REFUNDS/REIMBURSEMENTS	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$7,296.80	730	(\$6,296.80)
Total Miscellaneous & Other	\$17,285.00	\$0.00	\$17,285.00	\$2,066.64	12	\$11,963.45	69	\$5,321.55
Total ADMINISTRATION	\$1,597,933.00	\$0.00	\$1,597,933.00	\$46,353.57	3	\$534,296.39	33	\$1,063,636.61
200 FIRE DEPARTMENT								
00401 INTERGOVENMENTAL REV								
40101 COUNTY ALLOCATION	\$285,000.00	\$0.00	\$285,000.00	\$0.00	0	\$285,000.00	100	\$0.00
Total Intergovernmental Rev	\$285,000.00	\$0.00	\$285,000.00	\$0.00	0	\$285,000.00	100	\$0.00
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$200.00	\$0.00	\$200.00	\$0.00	0	\$55.25	28	\$144.75
Total Interest Income	\$200.00	\$0.00	\$200.00	\$0.00	0	\$55.25	28	\$144.75
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40705 FD TRAINING FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40706 FD DRINK MACHINE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5.00	0	(\$5.00)
40716 FIRE PREVENTION	\$300.00	\$0.00	\$300.00	\$0.00	0	\$0.00	0	\$300.00
40717 FIRE DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$300.00	\$0.00	\$300.00	\$0.00	0	\$5.00	2	\$295.00
Total FIRE DEPARTMENT	\$285,500.00	\$0.00	\$285,500.00	\$0.00	0	\$285,060.25	100	\$439.75
300 POLICE								
00403 FINES & FORFEITURES								
40300 POLICE FINES	\$30,000.00	\$0.00	\$30,000.00	\$3,729.05	12	\$14,237.78	47	\$15,762.22

010 CITY GENERAL FUND
300 POLICE
00403 FINES & FORFEITURES

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40302 DRUG SEIZURES	\$13,000.00	\$0.00	\$13,000.00	\$0.00	0	\$0.00	0	\$13,000.00
Total Fines & Forfeitures	\$43,000.00	\$0.00	\$43,000.00	\$3,729.05	9	\$14,237.78	33	\$28,762.22
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$3.00	\$0.00	\$3.00	\$0.00	0	\$4.11	137	(\$1.11)
Total Interest Income	\$3.00	\$0.00	\$3.00	\$0.00	0	\$4.11	137	(\$1.11)
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40702 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40704 POLICE FUND	\$1,500.00	\$0.00	\$1,500.00	\$0.00	0	\$7,112.00	474	(\$5,612.00)
Total Miscellaneous & Other	\$1,500.00	\$0.00	\$1,500.00	\$0.00	0	\$7,112.00	474	(\$5,612.00)
Total POLICE	\$44,503.00	\$0.00	\$44,503.00	\$3,729.05	8	\$21,353.89	48	\$23,149.11
500 CODES								
00402 LICENSE, PERMITS, & FEES								
40211 SIGN PERMIT FEES	\$200.00	\$0.00	\$200.00	\$0.00	0	\$20.00	10	\$180.00
40212 ZONING HEARINGS	\$150.00	\$0.00	\$150.00	\$75.00	50	\$235.00	157	(\$85.00)
Total License, Permits, & Fees	\$350.00	\$0.00	\$350.00	\$75.00	21	\$255.00	73	\$95.00
00403 FINES & FORFEITURES								
40301 CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Fines & Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total CODES	\$350.00	\$0.00	\$350.00	\$75.00	21	\$255.00	73	\$95.00
600 PUBLIC WORKS								
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

010 CITY GENERAL FUND
700 NON DEPARTMENTAL
00405 INTEREST INCOME

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
700 NON DEPARTMENTAL								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40728 FUND BALANCE APPROPRIATED	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40730 HTAX TRANSFER	\$106,000.00	\$0.00	\$106,000.00	\$0.00	0	\$50,000.00	47	\$56,000.00
Total Miscellaneous & Other	\$106,000.00	\$0.00	\$106,000.00	\$0.00	0	\$50,000.00	47	\$56,000.00
Total NON DEPARTMENTAL	\$106,000.00	\$0.00	\$106,000.00	\$0.00	0	\$50,000.00	47	\$56,000.00
800 POOL								
00407 MISCELLANEOUS & OTHER								
40726 POOL DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40727 POOL REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total POOL	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total CITY GENERAL FUND	\$2,034,286.00	\$0.00	\$2,034,286.00	\$50,157.62	2	\$890,965.53	44	\$1,143,320.47
TOTAL ALL FUNDS	\$2,034,286.00	\$0.00	\$2,034,286.00	\$50,157.62	2	\$890,965.53	44	\$1,143,320.47

Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 CITY GENERAL FUND									
100 ADMINISTRATION									
00100 PERSONAL SERVICES									
05100 SALARIES	\$93,827.00	\$0.00	\$3,461.54	4	\$63,489.52	68	\$0.00	\$30,337.48	32
05101 OVERTIME	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05102 MAYOR/COUNCIL SALARIES	\$14,300.00	\$0.00	\$0.00	0	\$14,300.00	100	\$0.00	\$0.00	0
05103 ANNUAL BONUS	\$1,590.00	\$0.00	\$0.00	0	\$1,470.00	92	\$0.00	\$120.00	8
05104 SOCIAL SECURITY	\$7,177.00	\$0.00	\$279.52	4	\$5,905.64	82	\$0.00	\$1,271.36	18
05105 RETIREMENT CONTRIBUTIONS	\$14,600.00	\$0.00	\$568.54	4	\$10,990.95	75	\$0.00	\$3,609.05	25
05106 HEALTH INSURANCE CONTRIBUTIONS	\$10,401.00	\$0.00	\$1,435.46	14	\$8,612.76	83	\$0.00	\$1,788.24	17
05107 WORKERS COMPENSATION	\$2,000.00	\$0.00	\$0.00	0	\$1,500.00	75	\$0.00	\$500.00	25
05108 EMPLOYEE BONDING	\$5,000.00	\$0.00	\$0.00	0	\$3,750.00	75	\$0.00	\$1,250.00	25
05109 PART TIME EMPLOYEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$154.49	0	\$0.00	(\$154.49)	0
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05114 VEHICLE ALLOWANCE	\$2,500.00	\$0.00	\$192.31	8	\$846.04	34	\$0.00	\$1,653.96	66
05115 CELLPHONE ALLOWANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05810 UNIFORM EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$151,395.00	\$0.00	\$5,937.37	4	\$111,019.40	73	\$0.00	\$40,375.60	27
00200 COMMODITIES									
05200 POSTAGE	\$1,200.00	\$0.00	\$0.00	0	\$540.89	45	\$0.00	\$659.11	55
05202 OFFICE SUPPLIES	\$4,500.00	\$0.00	\$0.00	0	\$3,394.25	75	\$0.00	\$1,105.75	25
05209 JANITORIAL SUPPLIES	\$350.00	\$0.00	\$0.00	0	\$15.90	5	\$0.00	\$334.10	95
05210 MISCELLANEOUS	\$2,400.00	\$0.00	\$0.00	0	\$1,162.08	48	\$0.00	\$1,237.92	52
05211 SERVICE FEES	\$2,000.00	\$0.00	\$25.50	1	\$1,396.68	70	\$0.00	\$603.32	30

**010 CITY GENERAL FUND
100 ADMINISTRATION
00200 COMMODITIES**

**City Of Westminster
Expenditure Report**

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05212 EQUIPMENT PURCHASED	\$3,000.00	\$0.00	\$0.00	0	\$3,057.12	102	\$0.00	(\$57.12)	(2)
05214 PRINTING	\$200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$200.00	100
05215 BUILDING MAINT.	\$500.00	\$0.00	\$0.00	0	\$321.19	64	\$0.00	\$178.81	36
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$14,150.00	\$0.00	\$25.50	0	\$9,888.11	70	\$0.00	\$4,261.89	30
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,000.00	\$0.00	\$0.00	0	\$309.37	31	\$0.00	\$690.63	69
05301 TELEPHONES	\$3,000.00	\$0.00	\$216.55	7	\$1,335.35	45	\$0.00	\$1,664.65	55
05302 TRAVEL AND TRAINING	\$9,200.00	\$0.00	\$0.00	0	\$625.89	7	\$0.00	\$8,574.11	93
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$4,000.00	\$0.00	\$0.00	0	\$698.66	17	\$0.00	\$3,301.34	83
05306 ADVERTISING	\$1,000.00	\$0.00	\$133.02	13	\$133.02	13	\$0.00	\$866.98	87
05308 OFFICE EQUIP/RENTAL/LEASE	\$1,100.00	\$0.00	\$101.79	9	\$654.17	59	\$0.00	\$445.83	41
05310 MISCELLANEOUS	\$3,000.00	\$0.00	\$244.00	8	\$1,470.62	49	\$0.00	\$1,529.38	51
05313 UTILITIES PURCH FROM WUD	\$9,000.00	\$0.00	\$0.00	0	\$3,659.58	41	\$0.00	\$5,340.42	59
05314 UTILITIES PURCH FROM OTHER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$25,000.00	\$0.00	\$0.00	0	\$10,750.00	43	\$0.00	\$14,250.00	57
05320 MEDICAL PROFESS. SERVICES	\$100.00	\$0.00	\$0.00	0	\$47.50	48	\$0.00	\$52.50	53
05321 COMPUTER MAINTENANCE	\$5,000.00	\$0.00	\$398.85	8	\$2,397.53	48	\$0.00	\$2,602.47	52
05323 VEHICLE & PROPERTY INSURANCE	\$62,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$62,000.00	100
05328 CUSTOMER REFUNDS	\$250.00	\$0.00	\$120.00	48	\$418.25	167	\$0.00	(\$168.25)	(67)
05336 SC SALES TAX	\$400.00	\$0.00	\$0.00	0	\$164.62	41	\$0.00	\$235.38	59
05352 JANITORIAL EXPENSE	\$1,200.00	\$0.00	\$108.45	9	\$650.70	54	\$0.00	\$549.30	46
05356 TREE BOARD PROJECTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05358 EQUIPMENT REPAIR & MAINT.	\$100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$100.00	100

010 CITY GENERAL FUND
100 ADMINISTRATION
00300 CONTRACTUAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05362 MUNICIPAL COURT	\$21,000.00	\$0.00	\$0.00	0	\$11,600.00	55	\$0.00	\$9,400.00	45
05365 CONTRACTUAL SERVICES	\$32,000.00	\$0.00	\$2,332.94	7	\$14,263.92	45	\$0.00	\$17,736.08	55
05372 ELECTION EXPENSE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05378 PRINTING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05379 LEGAL SERVICES	\$30,000.00	\$0.00	\$0.00	0	\$10,769.50	36	\$0.00	\$19,230.50	64
05380 RESERVED FOR FUTURE EXPENDITURE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05383 PUBLIC RELATIONS/PROMOTIONS	\$2,000.00	\$0.00	\$0.00	0	\$432.55	22	\$0.00	\$1,567.45	78
05387 HALL ST PROPERTY PURCHASE	\$40,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$40,000.00	100
Total Contractual Services	\$251,850.00	\$0.00	\$3,655.60	1	\$60,381.23	24	\$0.00	\$191,468.77	76
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05618 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total ADMINISTRATION	\$417,395.00	\$0.00	\$9,618.47	2	\$181,288.74	43	\$0.00	\$236,106.26	57
200 FIRE DEPARTMENT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$195,969.00	\$0.00	\$7,007.94	4	\$98,642.73	50	\$0.00	\$97,326.27	50
05101 OVERTIME	\$16,000.00	\$0.00	\$1,688.29	11	\$7,645.75	48	\$0.00	\$8,354.25	52
05103 ANNUAL BONUS	\$1,440.00	\$0.00	\$0.00	0	\$1,410.00	98	\$0.00	\$30.00	2
05104 SOCIAL SECURITY	\$15,956.00	\$0.00	\$727.18	5	\$8,607.24	54	\$0.00	\$7,348.76	46
05105 RETIREMENT CONTRIBUTIONS	\$38,050.00	\$0.00	\$1,791.07	5	\$20,906.78	55	\$0.00	\$17,143.22	45
05106 HEALTH INSURANCE CONTRIBUTIONS	\$21,154.00	\$0.00	\$2,491.36	12	\$9,559.20	45	\$0.00	\$11,594.80	55
05107 WORKERS COMPENSATION	\$25,000.00	\$0.00	\$0.00	0	\$12,126.00	49	\$0.00	\$12,874.00	51
05109 PART TIME EMPLOYEES	\$12,608.00	\$0.00	\$1,123.20	9	\$8,331.93	66	\$0.00	\$4,276.07	34
05110 VOLUNTEER FIREFIGHTERS BONUS	\$6,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,000.00	100

010 CITY GENERAL FUND 200 FIRE DEPARTMENT 00100 PERSONAL SERVICES City Of Westminster Expenditure Report Level 4 Summary for January 2021									
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$332,177.00	\$0.00	\$14,829.04	4	\$167,229.63	50	\$0.00	\$164,947.37	50
00200 COMMODITIES									
05201 FUEL	\$10,237.00	\$0.00	\$368.69	4	\$2,264.73	22	\$0.00	\$7,972.27	78
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$1,144.07	46	\$349.78	\$1,006.15	40
05203 RADIO/PAGERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05204 BUNKER / PPE GEAR	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05205 AWARDS / FLOWERS	\$600.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$600.00	100
05207 VEHICLE SUPPLIES / PARTS	\$3,000.00	\$0.00	\$0.00	0	\$130.20	4	\$0.00	\$2,869.80	96
05208 UNIFORMS	\$6,000.00	\$0.00	\$0.00	0	\$869.57	14	\$0.00	\$5,130.43	86
05209 JANITORIAL SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$149.10	7	\$107.28	\$1,743.62	87
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$365.28	37	\$226.63	\$408.09	41
05212 EQUIPMENT PURCHASED	\$8,000.00	\$0.00	\$0.00	0	\$400.65	5	\$965.86	\$6,633.49	83
05218 VOLUNTEER FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05219 FD DRINK FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05221 DEPRECIATION EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$558.66	22	\$0.00	\$1,941.34	78
Total Commodities	\$40,837.00	\$0.00	\$368.69	1	\$5,882.26	14	\$1,649.55	\$33,305.19	82
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,500.00	\$0.00	\$159.60	6	\$955.56	38	\$0.00	\$1,544.44	62
05301 TELEPHONES	\$4,000.00	\$0.00	\$428.83	11	\$2,609.00	65	\$0.00	\$1,391.00	35
05302 TRAVEL AND TRAINING	\$5,000.00	\$0.00	\$0.00	0	\$25.00	1	\$985.12	\$3,989.88	80
05303 RADIO/PAGER REPAIR	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05304 VEHICLE MAINTENANCE	\$16,075.00	\$0.00	\$0.00	0	\$8,228.67	51	\$0.00	\$7,846.33	49
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$2,000.00	\$0.00	\$0.00	0	\$609.00	30	\$0.00	\$1,391.00	70

010 CITY GENERAL FUND 200 FIRE DEPARTMENT 00300 CONTRACTUAL SERVICES City Of Westminster Expenditure Report Level 4 Summary for January 2021									
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05306 ADVERTISING	\$300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$300.00	100
05309 FIRE EXTINGUISHER	\$200.00	\$0.00	\$0.00	0	\$125.00	63	\$0.00	\$75.00	38
05310 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05313 UTILITIES PURCH FROM WUD	\$40,000.00	\$0.00	\$0.00	0	\$13,768.63	34	\$0.00	\$26,231.37	66
05314 UTILITIES PURCH FROM OTHER	\$4,200.00	\$0.00	\$0.00	0	\$577.98	14	\$0.00	\$3,622.02	86
05319 PROFESSIONAL SERVICES	\$200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$200.00	100
05320 MEDICAL PROFESS. SERVICES	\$1,200.00	\$0.00	\$0.00	0	\$718.66	60	\$0.00	\$481.34	40
05322 CABLE	\$900.00	\$0.00	\$0.00	0	\$318.00	35	\$0.00	\$582.00	65
05325 SECURITY MONITORING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05354 FIRE PREVENTION	\$1,500.00	\$0.00	\$0.00	0	\$1,432.00	95	\$0.00	\$68.00	5
05355 BUNKER GEAR REPAIR	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05357 EQUIPMENT RENTAL/LEASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05358 EQUIPMENT REPAIR & MAINT.	\$5,000.00	\$0.00	\$0.00	0	\$96.08	2	\$0.00	\$4,903.92	98
05365 CONTRACTUAL SERVICES	\$3,000.00	\$0.00	\$1,455.56	49	\$1,455.56	49	\$0.00	\$1,544.44	51
05367 NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05369 TRAINING FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05370 DRINK FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$88,575.00	\$0.00	\$2,043.99	2	\$30,919.14	35	\$985.12	\$56,670.74	64
00600 CAPITAL OUTLAY									
05600 SCBA'S	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05609 TRAILER FOR CRIBBING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05620 BRUSH TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND
200 FIRE DEPARTMENT
00600 CAPITAL OUTLAY

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05623 RADIO/PAGERS	\$4,275.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,275.00	100
05624 BUNKER/PPE GEAR	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$9,275.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,275.00	100
00700 DEBT SERVICE									
05700 PRINCIPAL PAYMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05701 PAYOFF OF TRUCK BOND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05702 FD PUMPER TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total FIRE DEPARTMENT	\$470,864.00	\$0.00	\$17,241.72	4	\$204,031.03	43	\$2,634.67	\$264,198.30	56
300 POLICE									
00100 PERSONAL SERVICES									
05100 SALARIES	\$362,370.00	\$0.00	\$14,588.91	4	\$173,393.25	48	\$0.00	\$188,976.75	52
05101 OVERTIME	\$20,000.00	\$0.00	\$0.00	0	\$10,222.14	51	\$0.00	\$9,777.86	49
05103 ANNUAL BONUS	\$1,380.00	\$0.00	\$0.00	0	\$1,250.00	91	\$0.00	\$130.00	9
05104 SOCIAL SECURITY	\$27,722.00	\$0.00	\$1,023.15	4	\$12,868.50	46	\$0.00	\$14,853.50	54
05105 RETIREMENT CONTRIBUTIONS	\$66,097.00	\$0.00	\$2,661.01	4	\$33,491.43	51	\$0.00	\$32,605.57	49
05106 HEALTH INSURANCE CONTRIBUTIONS	\$80,038.00	\$0.00	\$5,336.44	7	\$31,775.22	40	\$0.00	\$48,262.78	60
05107 WORKERS COMPENSATION	\$30,000.00	\$0.00	\$0.00	0	\$12,126.00	40	\$0.00	\$17,874.00	60
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$587,607.00	\$0.00	\$23,609.51	4	\$275,126.54	47	\$0.00	\$312,480.46	53
00200 COMMODITIES									
05201 FUEL	\$27,000.00	\$0.00	\$1,697.27	6	\$8,001.99	30	\$0.00	\$18,998.01	70
05202 OFFICE SUPPLIES	\$8,000.00	\$0.00	\$760.02	10	\$5,884.45	74	\$0.00	\$2,115.55	26

010 CITY GENERAL FUND
300 POLICE
00200 COMMODITIES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05206 VEHICLE MAINT/REPAIR	\$18,000.00	\$0.00	\$203.28	1	\$11,282.63	63	\$1,092.10	\$5,625.27	31
05208 UNIFORMS	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05209 JANITORIAL SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$31.79	6	\$0.00	\$468.21	94
05215 BUILDING MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$290.18	29	\$0.00	\$709.82	71
05222 SUPPLIES	\$6,000.00	\$0.00	\$0.00	0	\$980.86	16	\$178.25	\$4,840.89	81
05224 POLICE K9	\$1,500.00	\$0.00	\$0.00	0	\$201.56	13	\$0.00	\$1,298.44	87
05226 DRUG SEIZURE EXPENSE	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
Total Commodities	\$68,000.00	\$0.00	\$2,660.57	4	\$26,673.46	39	\$1,270.35	\$40,056.19	59
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,500.00	\$0.00	\$0.00	0	\$618.78	25	\$0.00	\$1,881.22	75
05301 TELEPHONES	\$4,300.00	\$0.00	\$216.55	5	\$1,335.32	31	\$0.00	\$2,964.68	69
05302 TRAVEL AND TRAINING	\$3,000.00	\$0.00	\$0.00	0	\$1,308.66	44	\$0.00	\$1,691.34	56
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$645.00	\$0.00	\$0.00	0	\$295.00	46	\$0.00	\$350.00	54
05306 ADVERTISING	\$500.00	\$0.00	\$0.00	0	\$250.00	50	\$0.00	\$250.00	50
05307 PUBLIC RELATIONS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05311 RADAR CERTIFICATION	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
05312 NARCOTICS BUY MONEY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$14,000.00	\$0.00	\$0.00	0	\$4,637.39	33	\$0.00	\$9,362.61	67
05315 POLICE FUND	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$1,330.85	(\$330.85)	(33)
05318 SOFTWARE	\$3,500.00	\$0.00	\$572.00	16	\$2,002.00	57	\$0.00	\$1,498.00	43
05319 PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	0	\$1,040.00	42	\$0.00	\$1,460.00	58
05320 MEDICAL PROFESS. SERVICES	\$2,000.00	\$0.00	\$0.00	0	\$141.66	7	\$0.00	\$1,858.34	93

010 CITY GENERAL FUND
300 POLICE
00300 CONTRACTUAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05352 JANITORIAL EXPENSE	\$1,042.00	\$0.00	\$75.00	7	\$450.00	43	\$0.00	\$592.00	57
05357 EQUIPMENT RENTAL/LEASE	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$1,800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,800.00	100
05359 EQUIPMENT PURCHASE	\$1,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,400.00	100
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05373 JUVENILE DETENTION	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$3,000.00	\$0.00	0
05376 E-TICKET FOR VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05381 DRUG SEIZURE EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$42,587.00	\$0.00	\$863.55	2	\$12,078.81	28	\$4,330.85	\$26,177.34	61
00600 CAPITAL OUTLAY									
05601 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$2,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,400.00	100
Total Capital Outlay	\$2,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,400.00	100
00700 DEBT SERVICE									
05703 PD VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total POLICE	\$700,594.00	\$0.00	\$27,133.63	4	\$313,878.81	45	\$5,601.20	\$381,113.99	54
400 RECREATION									
00600 CAPITAL OUTLAY									
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total RECREATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
500 CODES									
00100 PERSONAL SERVICES									
05100 SALARIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05103 ANNUAL BONUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND		City Of Westminster							
500 CODES		Expenditure Report							
00100 PERSONAL SERVICES		Level 4 Summary for January 2021							
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05104 SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05105 RETIREMENT CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYEMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 COMMODITIES									
05201 FUEL	\$600.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$600.00	100
05202 OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$68.30	14	\$0.00	\$431.70	86
05206 VEHICLE MAINT/REPAIR	\$250.00	\$0.00	\$0.00	0	\$37.73	15	\$0.00	\$212.27	85
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$326.37	33	\$0.00	\$673.63	67
05214 PRINTING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
Total Commodities	\$2,850.00	\$0.00	\$0.00	0	\$432.40	15	\$0.00	\$2,417.60	85
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05301 TELEPHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05302 TRAVEL AND TRAINING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05318 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05385 CODE SERVICES CONTRACT	\$23,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$23,000.00	100
05386 ABATEMENT EXPENSES	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
Total Contractual Services	\$28,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$28,000.00	100
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total CODES	\$30,850.00	\$0.00	\$0.00	0	\$432.40	1	\$0.00	\$30,417.60	99

010 CITY GENERAL FUND
600 PUBLIC WORKS
00100 PERSONAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
00100 PERSONAL SERVICES									
05100 SALARIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05101 OVERTIME	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05103 ANNUAL BONUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05105 RETIREMENT CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05106 HEALTH INSURANCE CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05107 WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 COMMODITIES									
05201 FUEL	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$33.33	3	\$0.00	\$966.67	97
05206 VEHICLE MAINT/REPAIR	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05208 UNIFORMS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05209 JANITORIAL SUPPLIES	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05212 EQUIPMENT PURCHASED	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05215 BUILDING MAINT.	\$5,000.00	\$0.00	\$2,100.00	42	\$3,152.44	63	\$0.00	\$1,847.56	37
05216 MATERIALS - MAINT.	\$4,000.00	\$0.00	\$0.00	0	\$2,488.23	62	\$68.37	\$1,443.40	36
05222 SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$1,531.95	77	\$48.70	\$419.35	21
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$87.43	9	\$69.43	\$843.14	84
Total Commodities	\$15,400.00	\$0.00	\$2,100.00	14	\$7,293.38	47	\$186.50	\$7,920.12	51
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND
600 PUBLIC WORKS
00300 CONTRACTUAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05301 TELEPHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05302 TRAVEL AND TRAINING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$14,000.00	\$0.00	\$0.00	0	\$4,365.70	31	\$0.00	\$9,634.30	69
05316 RAILROAD PROPERTY RENTAL	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05320 MEDICAL PROFESS. SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05325 SECURITY MONITORING	\$2,000.00	\$0.00	\$0.00	0	\$240.00	12	\$0.00	\$1,760.00	88
05352 JANITORIAL EXPENSE	\$900.00	\$0.00	\$97.33	11	\$738.98	82	\$0.00	\$161.02	18
05357 EQUIPMENT RENTAL/LEASE	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$500.00	\$0.00	\$0.00	0	\$7.00	1	\$0.00	\$493.00	99
05360 HAND POWER / HYDRAULIC TOOLS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05363 R.O.W. MAINTENANCE	\$45,000.00	\$0.00	\$0.00	0	\$23,326.00	52	\$21,674.00	\$0.00	0
05364 MOSQUITO SPRAYING	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,000.00	100
05365 CONTRACTUAL SERVICES	\$2,500.00	\$0.00	\$0.00	0	\$528.00	21	\$0.00	\$1,972.00	79
05374 GARBAGE PERMIT FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$74,800.00	\$0.00	\$97.33	0	\$29,205.68	39	\$21,674.00	\$23,920.32	32
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05607 FIELD IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05631 LEGION DRIVE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$50,000.00	\$0.00	\$0.00	0	\$17,749.95	35	\$0.00	\$32,250.05	65

010 CITY GENERAL FUND
600 PUBLIC WORKS
00600 CAPITAL OUTLAY

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Capital Outlay	\$50,000.00	\$0.00	\$0.00	0	\$17,749.95	35	\$0.00	\$32,250.05	65
00700 DEBT SERVICE									
05708 GARB TRK W/DUMPSTERS PRINCIPAL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total PUBLIC WORKS	\$140,200.00	\$0.00	\$2,197.33	2	\$54,249.01	39	\$21,860.50	\$64,090.49	46
700 NON DEPARTMENTAL									
00200 COMMODITIES									
05209 JANITORIAL SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05210 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
Total Commodities	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
00300 CONTRACTUAL SERVICES									
05317 TRANSFER TO CHAMBER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05377 SOLID WASTE TRANSFER	\$86,392.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$86,392.00	100
05384 TRANSFER TO YOUTH RECREATION	\$187,491.00	\$0.00	\$46,872.75	25	\$140,618.25	75	\$46,872.75	\$0.00	0
Total Contractual Services	\$273,883.00	\$0.00	\$46,872.75	17	\$140,618.25	51	\$46,872.75	\$86,392.00	32
00600 CAPITAL OUTLAY									
05602 DEPOT HANDRAIL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05616 SIDEWALKS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05617 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05622 ARCHITECTURAL STUDY CITY HALL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 OTHER									
05800 GRANTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NON DEPARTMENTAL	\$274,383.00	\$0.00	\$46,872.75	17	\$140,618.25	51	\$46,872.75	\$86,892.00	32
800 POOL									
00100 PERSONAL SERVICES									

010 CITY GENERAL FUND
800 POOL
00100 PERSONAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05104 SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05107 WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05109 PART TIME EMPLOYEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 COMMODITIES									
05202 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05208 UNIFORMS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05209 JANITORIAL SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05212 EQUIPMENT PURCHASED	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05213 CHEMICALS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05215 BUILDING MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05216 MATERIALS - MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05301 TELEPHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05308 OFFICE EQUIP/RENTAL/LEASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05320 MEDICAL PROFESS. SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05333 SPORTS/EQUIP SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05334 GROUNDS EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05336 SC SALES TAX	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND
800 POOL
00300 CONTRACTUAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05337 CONCESSIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05344 DHEC/INTERAL FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05358 EQUIPMENT REPAIR & MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05375 RECORDS CHECK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05615 POOL BUILDING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total POOL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total CITY GENERAL FUND	\$2,034,286.00	\$0.00	\$103,063.90	5	\$894,498.24	44	\$76,969.12	\$1,062,818.64	52
TOTAL ALL FUNDS	\$2,034,286.00	\$0.00	\$103,063.90	5	\$894,498.24	44	\$76,969.12	\$1,062,818.64	52

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
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Report Summary

Type From Type To
4 - Revenues 5 - Expenses

Detail Level Level 4 double space
Adjusted Budget Column N

Level	From	To	New Page
1	010	010	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period 07
System Date 1/15/2021
System Time 12:07:52 pm
Print Date 1/15/2021
Print Time 12:07:55 pm
Run by RA
Print ID 381
System version 7.1.21
Export APGLXP17
Export version VM-07110002

Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
020 UTILITY DEPT. GENERAL FUND								
150 UTILITY ADMINISTRATION								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$500.00	\$0.00	\$500.00	\$0.00	0	\$224.00	45	\$276.00
Total Interest Income	\$500.00	\$0.00	\$500.00	\$0.00	0	\$224.00	45	\$276.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$50,000.00	\$0.00	\$50,000.00	\$160.00	0	\$27,077.00	54	\$22,923.00
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$18,545.00	0	(\$18,545.00)
40707 MISCELLANEOUS REV	\$60,000.00	\$0.00	\$60,000.00	\$0.00	0	\$0.00	0	\$60,000.00
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40710 PENALTIES	\$60,000.00	\$0.00	\$60,000.00	(\$10.00)	0	\$37,204.43	62	\$22,795.57
40712 DEBT SET OFF FEES	\$500.00	\$0.00	\$500.00	\$0.00	0	\$50.00	10	\$450.00
40713 PMPA ECONOMIC DEV.	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40714 GARBAGE FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40719 CAPITAL LEASE PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40723 AMI FEES	\$296,268.00	\$0.00	\$296,268.00	\$25,018.00	8	\$174,279.00	59	\$121,989.00
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$7,939.20	26	\$22,060.80
Total Miscellaneous & Other	\$496,768.00	\$0.00	\$496,768.00	\$25,168.00	5	\$265,094.63	53	\$231,673.37
00412 OTHER REVENUE								
41200 GRANTS	\$15,425.00	\$0.00	\$15,425.00	\$0.00	0	\$0.00	0	\$15,425.00
Total Other Revenue	\$15,425.00	\$0.00	\$15,425.00	\$0.00	0	\$0.00	0	\$15,425.00
Total UTILITY ADMINISTRATION	\$512,693.00	\$0.00	\$512,693.00	\$25,168.00	5	\$265,318.63	52	\$247,374.37

250 ELECTRIC
00407 MISCELLANEOUS & OTHER

020 UTILITY DEPT. GENERAL FUND
250 ELECTRIC
00407 MISCELLANEOUS & OTHER

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$545.00	11	\$4,455.00
40707 MISCELLANEOUS REV	\$100.00	\$0.00	\$100.00	\$0.00	0	\$0.00	0	\$100.00
40711 POLE RENTAL FEES	\$300.00	\$0.00	\$300.00	\$4,653.00	1551	\$4,653.00	1551	(\$4,353.00)
40733 TRANSFER FROM HOSPITALITY FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,118.40	0	(\$1,118.40)
Total Miscellaneous & Other	\$5,400.00	\$0.00	\$5,400.00	\$4,653.00	86	\$6,316.40	117	(\$916.40)
00408 ELECTRIC								
40800 COMMERCIAL ELECTRIC	\$1,651,700.00	\$0.00	\$1,651,700.00	\$107,971.19	7	\$891,060.75	54	\$760,639.25
40801 RESIDENTIAL ELECTRIC	\$2,100,000.00	\$0.00	\$2,100,000.00	\$145,181.60	7	\$1,196,375.03	57	\$903,624.97
40802 SC SALES TAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40803 COMMERCIAL ELE NTX	\$360,000.00	\$0.00	\$360,000.00	\$21,759.41	6	\$153,178.65	43	\$206,821.35
40804 TEMP POWER/UNDERGRND PW	\$500.00	\$0.00	\$500.00	\$0.00	0	\$810.00	162	(\$310.00)
Total Electric	\$4,112,200.00	\$0.00	\$4,112,200.00	\$274,912.20	7	\$2,241,424.43	55	\$1,870,775.57
Total ELECTRIC	\$4,117,600.00	\$0.00	\$4,117,600.00	\$279,565.20	7	\$2,247,740.83	55	\$1,869,859.17
350 WATER								
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40715 ELEVATED TANK MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,844.09	0	(\$3,844.09)
Total Miscellaneous & Other	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$3,844.09	192	(\$1,844.09)
00409 WATER								
40900 WATER SALES	\$1,860,932.00	\$0.00	\$1,860,932.00	\$151,122.41	8	\$1,156,718.08	62	\$704,213.92
40901 WATER TAPS	\$15,000.00	\$0.00	\$15,000.00	\$1,555.00	10	\$21,055.00	140	(\$6,055.00)

020 UTILITY DEPT. GENERAL FUND 350 WATER 00409 WATER City Of Westminster Revenue Report Level 4 Summary for January 2021								
Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40902 DHEC	\$14,000.00	\$0.00	\$14,000.00	\$1,162.70	8	\$8,100.40	58	\$5,899.60
Total Water	\$1,889,932.00	\$0.00	\$1,889,932.00	\$153,840.11	8	\$1,185,873.48	63	\$704,058.52
00411 PROJECT OPERATIONS								
41100 WATER LINE EXTENSION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Project Operations	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total WATER	\$1,891,932.00	\$0.00	\$1,891,932.00	\$153,840.11	8	\$1,189,717.57	63	\$702,214.43
450 SEWER								
00407 MISCELLANEOUS & OTHER								
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40722 MISCELLANEOUS GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40732 PRITCHARD/PARK GRANT PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40739 BEACON MILL PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40740 SEWER PROJECT FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00410 SEWER								
41000 SEWER SALES	\$620,000.00	\$0.00	\$620,000.00	\$51,606.65	8	\$376,198.73	61	\$243,801.27
41001 SEWER TAPS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$1,000.00	50	\$1,000.00
Total Sewer	\$622,000.00	\$0.00	\$622,000.00	\$51,606.65	8	\$377,198.73	61	\$244,801.27
Total SEWER	\$622,000.00	\$0.00	\$622,000.00	\$51,606.65	8	\$377,198.73	61	\$244,801.27
550 WATER PLANT								
00407 MISCELLANEOUS & OTHER								
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,445.01	0	(\$8,445.01)
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$80.00	0	(\$80.00)
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,525.01	0	(\$8,525.01)

Revenue Report

Level 4 Summary for January 2021								
Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
Total WATER PLANT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,525.01	0	(\$8,525.01)
Total UTILITY DEPT. GENERAL FUND	\$7,144,225.00	\$0.00	\$7,144,225.00	\$510,179.96	7	\$4,088,500.77	57	\$3,055,724.23
TOTAL ALL FUNDS	\$7,144,225.00	\$0.00	\$7,144,225.00	\$510,179.96	7	\$4,088,500.77	57	\$3,055,724.23

020 UTILITY DEPT. GENERAL FUND

150 UTILITY ADMINISTRATION

00100 PERSONAL SERVICES

05100 SALARIES	\$196,046.00	\$0.00	\$7,575.68	4	\$58,814.76	30	\$0.00	\$137,231.24	70
05101 OVERTIME	\$1,000.00	\$0.00	\$0.00	0	\$683.40	68	\$0.00	\$316.60	32
05103 ANNUAL BONUS	\$990.00	\$0.00	\$0.00	0	\$990.00	100	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$14,997.00	\$0.00	\$533.09	4	\$4,199.50	28	\$0.00	\$10,797.50	72
05105 RETIREMENT CONTRIBUTIONS	\$30,505.00	\$0.00	\$1,178.78	4	\$9,257.87	30	\$0.00	\$21,247.13	70
05106 HEALTH INSURANCE CONTRIBUTIONS	\$36,489.00	\$0.00	\$2,070.54	6	\$12,423.24	34	\$0.00	\$24,065.76	66
05107 WORKERS COMPENSATION	\$6,000.00	\$0.00	\$0.00	0	\$3,500.00	58	\$0.00	\$2,500.00	42
05108 EMPLOYEE BONDING	\$700.00	\$0.00	\$0.00	0	\$589.50	84	\$0.00	\$110.50	16
05112 UNEMPLOYMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05114 VEHICLE ALLOWANCE	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
Total Personal Services	\$289,227.00	\$0.00	\$11,358.09	4	\$90,458.27	31	\$0.00	\$198,768.73	69
00200 COMMODITIES									
05200 POSTAGE	\$1,500.00	\$0.00	\$0.00	0	\$548.88	37	\$0.00	\$951.12	63
05201 FUEL	\$5,000.00	\$0.00	\$212.78	4	\$1,658.52	33	\$0.00	\$3,341.48	67
05202 OFFICE SUPPLIES	\$6,000.00	\$0.00	\$0.00	0	\$2,138.59	36	\$0.00	\$3,861.41	64
05205 AWARDS / FLOWERS	\$150.00	\$0.00	\$0.00	0	\$42.40	28	\$0.00	\$107.60	72
05206 VEHICLE MAINT/REPAIR	\$3,000.00	\$0.00	\$15.00	1	\$667.03	22	\$0.00	\$2,332.97	78
05208 UNIFORMS	\$4,000.00	\$0.00	\$0.00	0	\$1,503.72	38	\$0.00	\$2,496.28	62
05209 JANITORIAL SUPPLIES	\$900.00	\$0.00	\$0.00	0	\$21.73	2	\$0.00	\$878.27	98
05210 MISCELLANEOUS	\$1,500.00	\$0.00	\$0.00	0	\$562.12	37	\$0.00	\$937.88	63
05211 SERVICE FEES	\$20,000.00	\$0.00	\$25.50	0	\$17,240.35	86	\$0.00	\$2,759.65	14
05212 EQUIPMENT PURCHASED	\$2,000.00	\$0.00	\$0.00	0	\$2,038.08	102	\$0.00	(\$38.08)	(2)
05215 BUILDING MAINT.	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05216 MATERIALS - MAINT.	\$100.00	\$0.00	\$0.00	0	\$10.03	10	\$0.00	\$89.97	90

05222 SUPPLIES	\$1,500.00	\$0.00	\$0.00	0	\$40.36	3	\$0.00	\$1,459.64	97
05223 TOOLS	\$50.00	\$0.00	\$0.00	0	\$13.23	26	\$0.00	\$36.77	74
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$601.94	0	\$0.00	(\$601.94)	0
05228 BANK ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$46,200.00	\$0.00	\$253.28	1	\$27,086.98	59	\$0.00	\$19,113.02	41
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,200.00	\$0.00	\$0.00	0	\$618.79	28	\$0.00	\$1,581.21	72
05301 TELEPHONES	\$3,500.00	\$0.00	\$269.62	8	\$1,653.74	47	\$0.00	\$1,846.26	53
05302 TRAVEL AND TRAINING	\$2,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,200.00	100
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$3,000.00	\$0.00	\$93.86	3	\$1,362.66	45	\$0.00	\$1,637.34	55
05306 ADVERTISING	\$200.00	\$0.00	\$0.00	0	\$156.50	78	\$0.00	\$43.50	22
05308 OFFICE EQUIP/RENTAL/LEASE	\$2,000.00	\$0.00	\$101.79	5	\$654.16	33	\$0.00	\$1,345.84	67
05310 MISCELLANEOUS	\$8,000.00	\$0.00	\$250.00	3	\$1,155.27	14	\$0.00	\$6,844.73	86
05313 UTILITIES PURCH FROM WUD	\$9,000.00	\$0.00	\$0.00	0	\$3,116.33	35	\$0.00	\$5,883.67	65
05319 PROFESSIONAL SERVICES	\$50,000.00	\$0.00	\$3,300.00	7	\$14,050.00	28	\$0.00	\$35,950.00	72
05320 MEDICAL PROFESS. SERVICES	\$250.00	\$0.00	\$0.00	0	\$94.16	38	\$0.00	\$155.84	62
05321 COMPUTER MAINTENANCE	\$7,500.00	\$0.00	\$198.43	3	\$3,977.09	53	\$0.00	\$3,522.91	47
05323 VEHICLE & PROPERTY INSURANCE	\$65,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$65,000.00	100
05324 ALLOCATION TO CITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05326 FRANCHISE FEE	\$495,106.00	\$0.00	\$41,258.83	8	\$288,811.81	58	\$206,294.19	\$0.00	0
05327 ONLINE UTILITY EXCHANGE	\$1,000.00	\$0.00	\$87.24	9	\$502.24	50	\$0.00	\$497.76	50
05328 CUSTOMER REFUNDS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05336 SC SALES TAX	\$1,000.00	\$0.00	\$0.00	0	\$409.02	41	\$0.00	\$590.98	59
05352 JANITORIAL EXPENSE	\$3,000.00	\$0.00	\$244.22	8	\$1,465.32	49	\$0.00	\$1,534.68	51
05358 EQUIPMENT REPAIR & MAINT.	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05360 HAND POWER / HYDRAULIC TOOLS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$61,000.00	\$0.00	\$5,340.22	9	\$38,286.91	63	\$0.00	\$22,713.09	37

05366 GARBAGE TRANSFER TO CITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05375 RECORDS CHECK	\$50.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50.00	100
Total Contractual Services	\$714,506.00	\$0.00	\$51,144.21	7	\$356,314.00	50	\$206,294.19	\$151,897.81	21
00600 CAPITAL OUTLAY									
05601 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05603 AMI	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05604 VEHICLES	\$30,000.00	\$0.00	\$0.00	0	\$0.00	0	\$27,549.00	\$2,451.00	8
05618 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$30,000.00	\$0.00	\$0.00	0	\$0.00	0	\$27,549.00	\$2,451.00	8
Total UTILITY ADMINISTRATION	\$1,079,933.00	\$0.00	\$62,755.58	6	\$473,859.25	44	\$233,843.19	\$372,230.56	34
250 ELECTRIC									
00100 PERSONAL SERVICES									
05100 SALARIES	\$174,632.00	\$0.00	\$7,851.29	4	\$96,167.50	55	\$0.00	\$78,464.50	45
05101 OVERTIME	\$15,000.00	\$0.00	\$0.00	0	\$8,517.33	57	\$0.00	\$6,482.67	43
05103 ANNUAL BONUS	\$670.00	\$0.00	\$0.00	0	\$550.00	82	\$0.00	\$120.00	18
05104 SOCIAL SECURITY	\$13,259.00	\$0.00	\$569.24	4	\$7,745.16	58	\$0.00	\$5,513.84	42
05105 RETIREMENT CONTRIBUTIONS	\$26,930.00	\$0.00	\$1,221.67	5	\$16,288.97	60	\$0.00	\$10,641.03	40
05106 HEALTH INSURANCE CONTRIBUTIONS	\$36,174.00	\$0.00	\$2,656.40	7	\$12,947.76	36	\$0.00	\$23,226.24	64
05107 WORKERS COMPENSATION	\$25,000.00	\$0.00	\$0.00	0	\$9,252.00	37	\$0.00	\$15,748.00	63
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$291,665.00	\$0.00	\$12,298.60	4	\$151,468.72	52	\$0.00	\$140,196.28	48
00200 COMMODITIES									
05201 FUEL	\$12,000.00	\$0.00	\$509.03	4	\$6,248.65	52	\$0.00	\$5,751.35	48
05202 OFFICE SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$285.12	14	\$0.00	\$1,714.88	86
05206 VEHICLE MAINT/REPAIR	\$19,000.00	\$0.00	\$0.00	0	\$5,322.79	28	\$832.54	\$12,844.67	68
05208 UNIFORMS	\$5,000.00	\$0.00	\$0.00	0	\$2,168.72	43	\$0.00	\$2,831.28	57
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$145.73	29	\$0.00	\$354.27	71

05210 MISCELLANEOUS	\$200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$200.00	100
05212 EQUIPMENT PURCHASED	\$1,000.00	\$0.00	\$0.00	0	\$1,019.04	102	\$0.00	(\$19.04)	(2)
05216 MATERIALS - MAINT.	\$190,000.00	(\$25,000.00)	\$3,600.00	2	\$59,166.02	36	\$8,685.90	\$97,148.08	59
05217 MATERIALS - EXTENSION	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05222 SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$154.52	15	\$0.00	\$845.48	85
05223 TOOLS	\$1,200.00	\$0.00	\$0.00	0	\$1,006.70	84	\$403.25	(\$209.95)	(17)
05229 ELECTRIC DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$233,900.00	(\$25,000.00)	\$4,109.03	2	\$75,517.29	36	\$9,921.69	\$123,461.02	59
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,500.00	\$0.00	\$13.04	0	\$2,496.10	71	\$0.00	\$1,003.90	29
05301 TELEPHONES	\$1,900.00	\$0.00	\$145.79	8	\$910.74	48	\$0.00	\$989.26	52
05302 TRAVEL AND TRAINING	\$8,000.00	\$0.00	\$0.00	0	\$251.00	3	\$0.00	\$7,749.00	97
05310 MISCELLANEOUS	\$3,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,200.00	100
05313 UTILITIES PURCH FROM WUD	\$5,000.00	\$0.00	\$0.00	0	\$1,556.62	31	\$0.00	\$3,443.38	69
05319 PROFESSIONAL SERVICES	\$49,000.00	\$0.00	\$2,000.00	4	\$23,000.00	47	\$2,500.00	\$23,500.00	48
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$176.66	35	\$0.00	\$323.34	65
05336 SC SALES TAX	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05338 ROW LIABILITIES	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05340 ENERGY PURCHASED	\$2,333,387.00	\$0.00	\$171,024.94	7	\$1,039,479.36	45	\$0.00	\$1,293,907.64	55
05352 JANITORIAL EXPENSE	\$100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$100.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05360 HAND POWER / HYDRAULIC TOOLS	\$5,000.00	\$0.00	\$2,566.00	51	\$5,471.46	109	\$0.00	(\$471.46)	(9)
05361 HEAVY DUTY EQUIP RENT/LEASE	\$1,000.00	\$0.00	\$2,905.46	291	\$3,025.77	303	\$0.00	(\$2,025.77)	(203)
05365 CONTRACTUAL SERVICES	\$140,000.00	\$75,000.00	\$9,075.00	4	\$116,160.00	54	\$0.00	\$98,840.00	46
05371 CUT LINES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
Total Contractual Services	\$2,559,087.00	\$75,000.00	\$187,730.23	7	\$1,192,527.71	45	\$2,500.00	\$1,439,059.29	55
00600 CAPITAL OUTLAY									

05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05608 TRANSFORMERS	\$10,000.00	\$0.00	\$0.00	0	\$31,560.38	316	\$0.00	(\$21,560.38)	(216)
05632 RECONDUCTOR TO RAW WATER STAT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05633 TRANSFORMER INSTALLATION	\$470,690.00	(\$50,000.00)	\$30,381.50	7	\$168,938.38	40	\$216,229.62	\$35,522.00	8
05634 PAINT DECORATIVE LIGHTS ON MAI	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05639 WESTMINSTER CROSSING PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05642 SUBSTATION REPAIRS	\$0.00	\$0.00	\$0.00	0	\$42,258.40	0	\$0.00	(\$42,258.40)	0
Total Capital Outlay	\$480,690.00	(\$50,000.00)	\$30,381.50	7	\$242,757.16	56	\$216,229.62	(\$28,296.78)	(7)
Total ELECTRIC	\$3,565,342.00	\$0.00	\$234,519.36	7	\$1,662,270.88	47	\$228,651.31	\$1,674,419.81	47
350 WATER									
00100 PERSONAL SERVICES									
05100 SALARIES	\$129,000.00	\$0.00	\$5,121.97	4	\$72,524.25	56	\$0.00	\$56,475.75	44
05101 OVERTIME	\$12,000.00	\$0.00	\$0.00	0	\$8,098.40	67	\$0.00	\$3,901.60	33
05103 ANNUAL BONUS	\$1,110.00	\$0.00	\$0.00	0	\$1,110.00	100	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$9,869.00	\$0.00	\$358.31	4	\$5,769.62	58	\$0.00	\$4,099.38	42
05105 RETIREMENT CONTRIBUTIONS	\$20,073.00	\$0.00	\$796.98	4	\$12,544.89	62	\$0.00	\$7,528.11	38
05106 HEALTH INSURANCE CONTRIBUTIONS	\$23,376.00	\$0.00	\$2,451.20	10	\$14,707.20	63	\$0.00	\$8,668.80	37
05107 WORKERS COMPENSATION	\$23,500.00	\$0.00	\$0.00	0	\$5,243.37	22	\$0.00	\$18,256.63	78
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$218,928.00	\$0.00	\$8,728.46	4	\$119,997.73	55	\$0.00	\$98,930.27	45
00200 COMMODITIES									
05200 POSTAGE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05201 FUEL	\$16,000.00	\$0.00	\$438.59	3	\$5,843.35	37	\$0.00	\$10,156.65	63
05202 OFFICE SUPPLIES	\$1,500.00	\$0.00	\$48.66	3	\$365.46	24	\$257.22	\$877.32	58
05206 VEHICLE MAINT/REPAIR	\$30,000.00	\$0.00	\$1,202.06	4	\$20,988.38	70	\$1,230.25	\$7,781.37	26
05208 UNIFORMS	\$5,500.00	\$0.00	\$0.00	0	\$3,678.14	67	\$576.85	\$1,245.01	23

05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$145.73	29	\$0.00	\$354.27	71
05210 MISCELLANEOUS	\$250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250.00	100
05212 EQUIPMENT PURCHASED	\$1,500.00	\$0.00	\$0.00	0	\$1,528.56	102	\$0.00	(\$28.56)	(2)
05213 CHEMICALS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05215 BUILDING MAINT.	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05216 MATERIALS - MAINT.	\$120,000.00	\$0.00	\$4,690.77	4	\$82,992.15	69	\$201.93	\$36,805.92	31
05217 MATERIALS - EXTENSION	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05222 SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$2,753.38	92	\$0.00	\$246.62	8
05223 TOOLS	\$3,500.00	\$0.00	\$0.00	0	\$1,351.78	39	\$682.85	\$1,465.37	42
05230 WATER DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$194,750.00	\$0.00	\$6,380.08	3	\$119,646.93	61	\$2,949.10	\$72,153.97	37
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,300.00	\$0.00	\$13.04	0	\$1,387.17	42	\$0.00	\$1,912.83	58
05301 TELEPHONES	\$2,200.00	\$0.00	\$145.79	7	\$910.74	41	\$0.00	\$1,289.26	59
05302 TRAVEL AND TRAINING	\$2,500.00	\$0.00	\$0.00	0	\$1,245.00	50	\$0.00	\$1,255.00	50
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$200.00	\$0.00	\$0.00	0	\$30.00	15	\$0.00	\$170.00	85
05306 ADVERTISING	\$300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$300.00	100
05310 MISCELLANEOUS	\$100.00	\$0.00	\$0.00	0	\$0.00	0	\$90.60	\$9.40	9
05313 UTILITIES PURCH FROM WUD	\$33,000.00	\$0.00	\$0.00	0	\$11,684.43	35	\$0.00	\$21,315.57	65
05314 UTILITIES PURCH FROM OTHER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$12,000.00	\$0.00	\$2,000.00	17	\$3,500.00	29	\$2,500.00	\$6,000.00	50
05320 MEDICAL PROFESS. SERVICES	\$400.00	\$0.00	\$0.00	0	\$94.16	24	\$0.00	\$305.84	76
05338 ROW LIABILITIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05339 PURCHASED WATER	\$1,500.00	\$0.00	\$0.00	0	\$8,424.03	562	\$0.00	(\$6,924.03)	(462)
05341 ASPHALT/PAVING	\$20,000.00	\$0.00	\$0.00	0	\$26,588.12	133	\$0.00	(\$6,588.12)	(33)
05342 H2O QUALITY REPORT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05343 WATER SAMPLING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

05344 DHEC/INTERAL FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05345 LAB EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05346 PUMP STATION RAW WATER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05347 WASTE HANDLING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05348 GENERATOR	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05349 SCADA MAINTENANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05350 PUMP STATION MAINT/REPAIR	\$15,000.00	\$0.00	\$0.00	0	\$3,849.48	26	\$465.00	\$10,685.52	71
05351 ELEVATED TANK MAINT.	\$45,000.00	\$0.00	\$10,621.00	24	\$34,016.88	76	\$10,137.00	\$846.12	2
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05353 HYDRANT MAINTENANCE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$15,000.00	\$0.00	\$1,382.76	9	\$13,324.69	89	\$1,367.36	\$307.95	2
05360 HAND POWER / HYDRAULIC TOOLS	\$2,000.00	\$0.00	\$0.00	0	\$106.00	5	\$0.00	\$1,894.00	95
05361 HEAVY DUTY EQUIP RENT/LEASE	\$3,500.00	\$0.00	\$0.00	0	\$1,195.00	34	\$0.00	\$2,305.00	66
05365 CONTRACTUAL SERVICES	\$20,000.00	\$0.00	\$0.00	0	\$6,478.66	32	\$0.00	\$13,521.34	68
05371 CUT LINES	\$2,500.00	\$0.00	\$0.00	0	\$4,081.27	163	\$0.00	(\$1,581.27)	(63)
Total Contractual Services	\$179,500.00	\$0.00	\$14,162.59	8	\$116,915.63	65	\$14,559.96	\$48,024.41	27
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05605 HWY 76 WATER LINE MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05606 COBB BRIDGE RD WATER LINE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$15,425.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,425.00	100
05640 WATER LINE LONG CRK HWY/US 76	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$15,425.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,425.00	100
00700 DEBT SERVICE									
05704 2005 WATER PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05706 2014 UTILITY REV BOND PRINCIPA	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

05710 2015 UTILITY REV BOND INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05711 2014 UTILITY BOND REV INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total WATER	\$608,603.00	\$0.00	\$29,271.13	5	\$356,560.29	59	\$17,509.06	\$234,533.65	39
450 SEWER									
00100 PERSONAL SERVICES									
05100 SALARIES	\$83,820.00	\$0.00	\$3,895.81	5	\$48,570.36	58	\$0.00	\$35,249.64	42
05101 OVERTIME	\$13,000.00	\$0.00	\$38.10	0	\$7,556.30	58	\$0.00	\$5,443.70	42
05103 ANNUAL BONUS	\$450.00	\$0.00	\$0.00	0	\$420.00	93	\$0.00	\$30.00	7
05104 SOCIAL SECURITY	\$6,412.00	\$0.00	\$285.99	4	\$3,997.30	62	\$0.00	\$2,414.70	38
05105 RETIREMENT CONTRIBUTIONS	\$13,042.00	\$0.00	\$612.12	5	\$10,782.41	83	\$0.00	\$2,259.59	17
05106 HEALTH INSURANCE CONTRIBUTIONS	\$23,819.00	\$0.00	(\$394.98)	(2)	\$7,801.50	33	\$0.00	\$16,017.50	67
05107 WORKERS COMPENSATION	\$10,000.00	\$0.00	\$0.00	0	\$5,243.38	52	\$0.00	\$4,756.62	48
05113 HEALTH INSURANCE SUPPLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$150,543.00	\$0.00	\$4,437.04	3	\$84,371.25	56	\$0.00	\$66,171.75	44
00200 COMMODITIES									
05201 FUEL	\$15,000.00	\$0.00	\$438.58	3	\$5,558.83	37	\$0.00	\$9,441.17	63
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$51.58	5	\$0.00	\$948.42	95
05203 RADIO/PAGERS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05206 VEHICLE MAINT/REPAIR	\$10,500.00	\$0.00	\$0.00	0	\$5,980.12	57	\$0.00	\$4,519.88	43
05208 UNIFORMS	\$5,000.00	\$0.00	\$0.00	0	\$3,432.93	69	\$0.00	\$1,567.07	31
05209 JANITORIAL SUPPLIES	\$300.00	\$0.00	\$0.00	0	\$145.71	49	\$0.00	\$154.29	51
05210 MISCELLANEOUS	\$100.00	\$0.00	\$0.00	0	\$84.69	85	\$0.00	\$15.31	15
05212 EQUIPMENT PURCHASED	\$1,500.00	\$0.00	\$0.00	0	\$1,528.56	102	\$0.00	(\$28.56)	(2)
05216 MATERIALS - MAINT.	\$10,000.00	\$0.00	\$461.66	5	\$4,326.58	43	\$0.00	\$5,673.42	57
05222 SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$1,819.83	91	\$0.00	\$180.17	9
05223 TOOLS	\$2,000.00	\$0.00	\$0.00	0	\$612.68	31	\$0.00	\$1,387.32	69
05231 SEWER DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

Total Commodities	\$48,400.00	\$0.00	\$900.24	2	\$23,541.51	49	\$0.00	\$24,858.49	51
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,500.00	\$0.00	\$13.03	1	\$458.92	31	\$0.00	\$1,041.08	69
05301 TELEPHONES	\$2,000.00	\$0.00	\$145.79	7	\$910.74	46	\$0.00	\$1,089.26	54
05302 TRAVEL AND TRAINING	\$1,000.00	\$0.00	\$0.00	0	\$396.00	40	\$0.00	\$604.00	60
05310 MISCELLANEOUS	\$300.00	\$0.00	\$0.00	0	\$26.00	9	\$0.00	\$274.00	91
05313 UTILITIES PURCH FROM WUD	\$3,000.00	\$0.00	\$0.00	0	\$1,456.42	49	\$0.00	\$1,543.58	51
05319 PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$304.16	61	\$0.00	\$195.84	39
05329 OCONEE COUNTY SEWER BILL	\$564,000.00	\$0.00	\$42,904.36	8	\$242,376.30	43	\$321,623.70	\$0.00	0
05341 ASPHALT/PAVING	\$4,000.00	\$0.00	\$0.00	0	\$3,460.26	87	\$0.00	\$539.74	13
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05357 EQUIPMENT RENTAL/LEASE	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$15,000.00	\$0.00	\$0.00	0	\$5,347.41	36	\$0.00	\$9,652.59	64
05360 HAND POWER / HYDRAULIC TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$601.00	60	\$0.00	\$399.00	40
05365 CONTRACTUAL SERVICES	\$25,000.00	\$0.00	\$0.00	0	\$7,075.00	28	\$4,925.00	\$13,000.00	52
Total Contractual Services	\$621,300.00	\$0.00	\$43,063.18	7	\$262,412.21	42	\$326,548.70	\$32,339.09	5
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05610 HWY 183 SEWER RE-ROUTE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05611 MIMOSA SEWER REPLACEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05612 FLOW METERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05613 HAMPTON STREET SEWER MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05621 BACKHOE PURCHASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05625 PRITCHARD/PARK AVE REHAB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05626 SEWER RIGHT-A-WAY CLEARING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

05641 BEACON MILL PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total SEWER	\$820,243.00	\$0.00	\$48,400.46	6	\$370,324.97	45	\$326,548.70	\$123,369.33	15
550 WATER PLANT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$130,135.00	\$0.00	\$5,227.68	4	\$67,283.52	52	\$0.00	\$62,851.48	48
05101 OVERTIME	\$5,000.00	\$0.00	\$0.00	0	\$1,890.87	38	\$0.00	\$3,109.13	62
05103 ANNUAL BONUS	\$1,020.00	\$0.00	\$0.00	0	\$760.00	75	\$0.00	\$260.00	25
05104 SOCIAL SECURITY	\$13,398.00	\$0.00	\$423.36	3	\$5,741.70	43	\$0.00	\$7,656.30	57
05105 RETIREMENT CONTRIBUTIONS	\$24,310.00	\$0.00	\$889.00	4	\$11,950.54	49	\$0.00	\$12,359.46	51
05106 HEALTH INSURANCE CONTRIBUTIONS	\$15,865.00	\$0.00	\$1,259.16	8	\$7,554.96	48	\$0.00	\$8,310.04	52
05107 WORKERS COMPENSATION	\$5,500.00	\$0.00	\$0.00	0	\$3,000.00	55	\$0.00	\$2,500.00	45
05109 PART TIME EMPLOYEES	\$45,000.00	\$0.00	\$485.65	1	\$7,628.21	17	\$0.00	\$37,371.79	83
Total Personal Services	\$240,228.00	\$0.00	\$8,284.85	3	\$105,809.80	44	\$0.00	\$134,418.20	56
00200 COMMODITIES									
05200 POSTAGE	\$1,750.00	\$0.00	\$0.00	0	\$59.16	3	\$0.00	\$1,690.84	97
05201 FUEL	\$4,500.00	\$0.00	\$91.11	2	\$1,248.72	28	\$1,180.82	\$2,070.46	46
05202 OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$738.40	25	\$0.00	\$2,261.60	75
05206 VEHICLE MAINT/REPAIR	\$2,500.00	\$0.00	\$41.97	2	\$787.31	31	\$0.00	\$1,712.69	69
05208 UNIFORMS	\$1,000.00	\$0.00	\$0.00	0	\$360.00	36	\$0.00	\$640.00	64
05209 JANITORIAL SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$937.84	94	\$0.00	\$62.16	6
05210 MISCELLANEOUS	\$250.00	\$0.00	\$0.00	0	\$1.06	0	\$0.00	\$248.94	100
05213 CHEMICALS	\$40,550.00	\$0.00	\$0.00	0	\$13,402.26	33	\$6,956.82	\$20,190.92	50
05215 BUILDING MAINT.	\$32,473.00	\$0.00	\$165.00	1	\$24,197.45	75	\$1,862.00	\$6,413.55	20
05222 SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$464.90	93	\$0.00	\$35.10	7
Total Commodities	\$87,523.00	\$0.00	\$298.08	0	\$42,197.10	48	\$9,999.64	\$35,326.26	40
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,500.00	\$0.00	\$140.00	6	\$1,768.19	71	\$840.00	(\$108.19)	(4)

05301 TELEPHONES	\$2,300.00	\$0.00	\$181.17	8	\$1,123.03	49	\$0.00	\$1,176.97	51
05302 TRAVEL AND TRAINING	\$5,000.00	\$0.00	\$0.00	0	\$1,318.00	26	\$131.00	\$3,551.00	71
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$1,800.00	\$0.00	\$0.00	0	\$528.25	29	\$1,008.95	\$262.80	15
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$132,500.00	\$0.00	\$0.00	0	\$99,224.50	75	\$0.00	\$33,275.50	25
05314 UTILITIES PURCH FROM OTHER	\$20,000.00	\$0.00	\$0.00	0	\$5,025.95	25	\$0.00	\$14,974.05	75
05319 PROFESSIONAL SERVICES	\$57,238.00	\$0.00	\$0.00	0	\$8,365.00	15	\$7,093.15	\$41,779.85	73
05320 MEDICAL PROFESS. SERVICES	\$650.00	\$0.00	\$0.00	0	\$46.66	7	\$0.00	\$603.34	93
05342 H2O QUALITY REPORT	\$350.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$350.00	100
05343 WATER SAMPLING	\$11,500.00	\$0.00	\$0.00	0	\$2,040.98	18	\$4,959.02	\$4,500.00	39
05344 DHEC/INTERAL FEES	\$16,000.00	\$0.00	\$0.00	0	\$15,105.00	94	\$0.00	\$895.00	6
05345 LAB EXPENSE	\$32,430.00	\$0.00	\$429.58	1	\$15,915.46	49	\$7,598.78	\$8,915.76	27
05347 WASTE HANDLING	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$5,000.00	\$0.00	0
05348 GENERATOR	\$8,000.00	\$0.00	\$0.00	0	\$328.71	4	\$5,671.29	\$2,000.00	25
05349 SCADA MAINTENANCE	\$4,200.00	\$0.00	\$0.00	0	\$1,625.00	39	\$0.00	\$2,575.00	61
05350 PUMP STATION MAINT/REPAIR	\$1,000.00	\$0.00	\$0.00	0	\$510.13	51	\$0.00	\$489.87	49
05352 JANITORIAL EXPENSE	\$43.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$43.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$105,028.00	\$0.00	\$3,303.55	3	\$33,217.68	32	\$52,635.13	\$19,175.19	18
05365 CONTRACTUAL SERVICES	\$34,100.00	\$0.00	\$2,681.96	8	\$30,731.66	90	\$4,346.83	(\$978.49)	(3)
05371 CUT LINES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$439,639.00	\$0.00	\$6,736.26	2	\$216,874.20	49	\$89,284.15	\$133,480.65	30
00600 CAPITAL OUTLAY									
05627 DEMOLITION OF RAMSEY CREEK PUM	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$19,454.15	0	\$19,455.00	(\$38,909.15)	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$19,454.15	0	\$19,455.00	(\$38,909.15)	0
Total WATER PLANT	\$767,390.00	\$0.00	\$15,319.19	2	\$384,335.25	50	\$118,738.79	\$264,315.96	34

650 NON DEPARTMENTAL									
00700 DEBT SERVICE									
05706 2014 UTILITY REV BOND PRINCIPA	\$292,489.00	\$0.00	\$0.00	0	\$145,382.40	50	\$0.00	\$147,106.60	50
05707 2015 UTILITY REV BOND PRINCIPA	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05710 2015 UTILITY REV BOND INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05711 2014 UTILITY BOND REV INTEREST	\$10,225.00	\$0.00	\$0.00	0	\$5,974.26	58	\$0.00	\$4,250.74	42
Total Debt Service	\$302,714.00	\$0.00	\$0.00	0	\$151,356.66	50	\$0.00	\$151,357.34	50
Total NON DEPARTMENTAL	\$302,714.00	\$0.00	\$0.00	0	\$151,356.66	50	\$0.00	\$151,357.34	50
700 NON DEPARTMENTAL									
00300 CONTRACTUAL SERVICES									
05377 SOLID WASTE TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 OTHER									
05801 TRANSFER TO CITY GF	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05852 RESERVED - FUTURE IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05853 CONTINGENCY APPROPRIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NON DEPARTMENTAL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total UTILITY DEPT. GENERAL FUND	\$7,144,225.00	\$0.00	\$390,265.72	5	\$3,398,707.30	48	\$925,291.05	\$2,820,226.65	39
TOTAL ALL FUNDS	\$7,144,225.00	\$0.00	\$390,265.72	5	\$3,398,707.30	48	\$925,291.05	\$2,820,226.65	39

Report Summary

Type From
4 - Revenues

Type To
5 - Expenses

Detail Level Level 4 double space
Adjusted Budget Column N

Level	From	To	New Page
1	020	020	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period 07
System Date 1/15/2021
System Time 12:09:06 pm
Print Date 1/15/2021
Print Time 12:09:09 pm
Run by RA
Print ID 381
System version 7.1.21
Export APGLXP17
Export version VM-07110002

030 SOLID WASTE
900 SOLID WASTE
00405 INTEREST INCOME

Revenue Report

City Of Westminster
Page 1 of 1

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
030 SOLID WASTE								
900 SOLID WASTE								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$361,200.00	\$0.00	\$361,200.00	\$31,162.19	9	\$226,007.46	63	\$135,192.54
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,492.00	0	(\$1,492.00)
40707 MISCELLANEOUS REV	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
40729 TRANSFER FROM GENERAL FUND	\$86,392.00	\$0.00	\$86,392.00	\$0.00	0	\$0.00	0	\$86,392.00
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,984.80	0	(\$1,984.80)
Total Miscellaneous & Other	\$448,592.00	\$0.00	\$448,592.00	\$31,162.19	7	\$229,484.26	51	\$219,107.74
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$31,162.19	7	\$229,484.26	51	\$219,107.74
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$31,162.19	7	\$229,484.26	51	\$219,107.74
TOTAL ALL FUNDS	\$448,592.00	\$0.00	\$448,592.00	\$31,162.19	7	\$229,484.26	51	\$219,107.74

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
030 SOLID WASTE									
005 EXPENSE									
00515 EXPENSE									
05851 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Expense	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
900 SOLID WASTE									
00100 PERSONAL SERVICES									
05100 SALARIES	\$146,884.00	\$0.00	\$5,649.60	4	\$80,420.31	55	\$0.00	\$66,463.69	45
05101 OVERTIME	\$8,000.00	\$0.00	\$0.00	0	\$4,738.26	59	\$0.00	\$3,261.74	41
05103 ANNUAL BONUS	\$820.00	\$0.00	\$0.00	0	\$820.00	100	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$11,237.00	\$0.00	\$397.88	4	\$6,096.88	54	\$0.00	\$5,140.12	46
05105 RETIREMENT CONTRIBUTIONS	\$22,856.00	\$0.00	\$879.08	4	\$13,250.71	58	\$0.00	\$9,605.29	42
05106 HEALTH INSURANCE CONTRIBUTIONS	\$33,821.00	\$0.00	\$2,684.20	8	\$16,105.20	48	\$0.00	\$17,715.80	52
05107 WORKERS COMPENSATION	\$20,000.00	\$0.00	\$0.00	0	\$8,000.00	40	\$0.00	\$12,000.00	60
05109 PART TIME EMPLOYEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYEMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$243,618.00	\$0.00	\$9,610.76	4	\$129,431.36	53	\$0.00	\$114,186.64	47
00200 COMMODITIES									
05201 FUEL	\$13,754.00	\$0.00	\$411.36	3	\$6,224.05	45	\$0.00	\$7,529.95	55
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$25.97	3	\$221.17	22	\$0.00	\$778.83	78
05206 VEHICLE MAINT/REPAIR	\$60,000.00	\$0.00	\$616.40	1	\$17,754.72	30	\$0.00	\$42,245.28	70
05208 UNIFORMS	\$5,100.00	\$0.00	\$0.00	0	\$2,906.98	57	\$0.00	\$2,193.02	43
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$236.72	47	\$0.00	\$263.28	53
05210 MISCELLANEOUS	\$200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$200.00	100
05211 SERVICE FEES	\$300.00	\$0.00	\$25.50	9	\$147.00	49	\$0.00	\$153.00	51

030 SOLID WASTE
900 SOLID WASTE
00200 COMMODITIES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05212 EQUIPMENT PURCHASED	\$11,000.00	\$0.00	\$0.00	0	\$1,019.04	9	\$0.00	\$9,980.96	91
05215 BUILDING MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05216 MATERIALS - MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$65.43	7	\$0.00	\$934.57	93
05221 DEPRECIATION EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$8,000.00	\$0.00	\$0.00	0	\$3,606.35	45	\$0.00	\$4,393.65	55
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$81.05	8	\$215.49	\$703.46	70
05225 TRASH CAN/DUMP REPLAC/PARTS	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
Total Commodities	\$105,854.00	\$0.00	\$1,079.23	1	\$32,262.51	30	\$215.49	\$73,376.00	69
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$900.00	\$0.00	\$0.00	0	\$309.38	34	\$0.00	\$590.62	66
05301 TELEPHONES	\$2,400.00	\$0.00	\$163.48	7	\$1,016.88	42	\$0.00	\$1,383.12	58
05302 TRAVEL AND TRAINING	\$100.00	\$0.00	\$0.00	0	\$100.00	100	\$0.00	\$0.00	0
05306 ADVERTISING	\$300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$300.00	100
05310 MISCELLANEOUS	\$300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$300.00	100
05313 UTILITIES PURCH FROM WUD	\$4,000.00	\$0.00	\$0.00	0	\$1,456.37	36	\$0.00	\$2,543.63	64
05319 PROFESSIONAL SERVICES	\$100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$100.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$127.69	26	\$0.00	\$372.31	74
05323 VEHICLE & PROPERTY INSURANCE	\$7,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$7,000.00	100
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05357 EQUIPMENT RENTAL/LEASE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$10,000.00	\$0.00	\$0.00	0	\$1,409.19	14	\$0.00	\$8,590.81	86
05360 HAND POWER / HYDRAULIC TOOLS	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$370.37	\$2,629.63	88
05361 HEAVY DUTY EQUIP RENT/LEASE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05364 MOSQUITO SPRAYING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

030 SOLID WASTE
900 SOLID WASTE
00300 CONTRACTUAL SERVICES

City Of Westminster
Expenditure Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05365 CONTRACTUAL SERVICES	\$5,000.00	\$0.00	\$1,010.16	20	\$1,671.24	33	\$0.00	\$3,328.76	67
05374 GARBAGE PERMIT FEES	\$250.00	\$0.00	\$0.00	0	\$120.00	48	\$0.00	\$130.00	52
Total Contractual Services	\$35,850.00	\$0.00	\$1,173.64	3	\$6,210.75	17	\$370.37	\$29,268.88	82
00600 CAPITAL OUTLAY									
05601 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05628 KNUCKLE BOOM TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05635 TRAILER PURCHASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00700 DEBT SERVICE									
05708 GARB TRK W/DUMPSTERS PRINCIPAL	\$30,005.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$30,005.00	100
05709 KNUCKLE BOOM PAYMENT PRINCIPAL	\$28,983.00	\$0.00	\$28,981.81	100	\$28,981.81	100	\$0.00	\$1.19	0
05712 GARB TRK W/DUMPSTERS INTEREST	\$2,062.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,062.00	100
05713 KNUCKLE BOOM PAYMENT INTEREST	\$2,220.00	\$0.00	\$2,220.00	100	\$2,220.00	100	\$0.00	\$0.00	0
05714 INTEREST EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$63,270.00	\$0.00	\$31,201.81	49	\$31,201.81	49	\$0.00	\$32,068.19	51
Total SOLID WASTE	\$448,592.00	\$0.00	\$43,065.44	10	\$199,106.43	44	\$585.86	\$248,899.71	55
Total SOLID WASTE	\$448,592.00	\$0.00	\$43,065.44	10	\$199,106.43	44	\$585.86	\$248,899.71	55
TOTAL ALL FUNDS	\$448,592.00	\$0.00	\$43,065.44	10	\$199,106.43	44	\$585.86	\$248,899.71	55

030 SOLID WASTE
900 SOLID WASTE
00700 DEBT SERVICE

City Of Westminster

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
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Report Summary

Type From	Type To	Period	07
4 - Revenues	5 - Expenses	System Date	1/15/2021
		System Time	12:10:27 pm
Detail Level	Level 4 double space	Print Date	1/15/2021
Adjusted Budget Column	N	Print Time	12:10:29 pm
		Run by	RA
Level	From	To	New Page
1	030	030	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a
		Print ID	381
		System version	7.1.21
		Export	APGLXP17
		Export version	VM-07110002

Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
050 YOUTH RECREATION FUND								
400 RECREATION								
00401 INTERGOVENMENTAL REV								
40101 COUNTY ALLOCATION	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$0.00	0	\$30,000.00
Total Intergovenmental Rev	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$0.00	0	\$30,000.00
00402 LICENSE, PERMITS, & FEES								
40206 ADMISSION	\$48,000.00	\$0.00	\$48,000.00	\$340.00	1	\$8,770.00	18	\$39,230.00
40207 CONCESSIONS	\$38,000.00	\$0.00	\$38,000.00	\$1,130.50	3	\$8,357.00	22	\$29,643.00
40208 REGISTRATION	\$55,000.00	\$0.00	\$55,000.00	\$0.00	0	\$20,665.00	38	\$34,335.00
40209 SPONSOR FEES	\$20,000.00	\$0.00	\$20,000.00	\$0.00	0	\$4,540.00	23	\$15,460.00
40213 TOURNAMENT FEE	\$1,500.00	\$0.00	\$1,500.00	\$0.00	0	\$0.00	0	\$1,500.00
Total License, Permits, & Fees	\$162,500.00	\$0.00	\$162,500.00	\$1,470.50	1	\$42,332.00	26	\$120,168.00
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 GRANT INCOME								
40600 PARD GRANT	\$21,500.00	\$0.00	\$21,500.00	\$0.00	0	\$4,320.00	20	\$17,180.00
Total Grant Income	\$21,500.00	\$0.00	\$21,500.00	\$0.00	0	\$4,320.00	20	\$17,180.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40702 DONATIONS	\$8,500.00	\$0.00	\$8,500.00	\$329.30	4	\$1,228.72	14	\$7,271.28
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$957.00	19	\$4,043.00
40707 MISCELLANEOUS REV	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
40709 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40718 FUND RAISING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40729 TRANSFER FROM GENERAL FUND	\$187,491.00	\$0.00	\$187,491.00	\$46,872.75	25	\$140,618.25	75	\$46,872.75

050 YOUTH RECREATION FUND
400 RECREATION
00407 MISCELLANEOUS & OTHER

City Of Westminster
Revenue Report

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40730 HTAX TRANSFER	\$25,000.00	\$0.00	\$25,000.00	\$0.00	0	\$0.00	0	\$25,000.00
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$496.20	0	(\$496.20)
Total Miscellaneous & Other	\$226,991.00	\$0.00	\$226,991.00	\$47,202.05	21	\$143,300.17	63	\$83,690.83
Total RECREATION	\$440,991.00	\$0.00	\$440,991.00	\$48,672.55	11	\$189,952.17	43	\$251,038.83
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$440,991.00	\$48,672.55	11	\$189,952.17	43	\$251,038.83
TOTAL ALL FUNDS	\$440,991.00	\$0.00	\$440,991.00	\$48,672.55	11	\$189,952.17	43	\$251,038.83

050 YOUTH RECREATION FUND 400 RECREATION 00100 PERSONAL SERVICES Expenditure Report Level 4 Summary for January 2021 City Of Westminster Page 1 of 2									
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
050 YOUTH RECREATION FUND									
400 RECREATION									
00100 PERSONAL SERVICES									
05100 SALARIES	\$50,931.00	\$0.00	\$1,958.90	4	\$27,424.60	54	\$0.00	\$23,506.40	46
05103 ANNUAL BONUS	\$2,040.00	\$0.00	\$0.00	0	\$1,740.00	85	\$0.00	\$300.00	15
05104 SOCIAL SECURITY	\$10,203.00	\$0.00	\$237.67	2	\$4,734.99	46	\$0.00	\$5,468.01	54
05105 RETIREMENT CONTRIBUTIONS	\$10,925.00	\$0.00	\$336.31	3	\$5,388.11	49	\$0.00	\$5,536.89	51
05106 HEALTH INSURANCE CONTRIBUTIONS	\$5,288.00	\$0.00	\$419.72	8	\$2,518.32	48	\$0.00	\$2,769.68	52
05107 WORKERS COMPENSATION	\$9,000.00	\$0.00	\$0.00	0	\$5,700.00	63	\$0.00	\$3,300.00	37
05109 PART TIME EMPLOYEES	\$83,445.00	\$0.00	\$1,195.44	1	\$33,397.87	40	\$0.00	\$50,047.13	60
Total Personal Services	\$171,832.00	\$0.00	\$4,148.04	2	\$80,903.89	47	\$0.00	\$90,928.11	53
00200 COMMODITIES									
05201 FUEL	\$4,500.00	\$0.00	\$122.76	3	\$1,586.60	35	\$0.00	\$2,913.40	65
05202 OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$898.76	30	\$0.00	\$2,101.24	70
05206 VEHICLE MAINT/REPAIR	\$4,500.00	\$0.00	\$0.00	0	\$1,816.15	40	\$0.00	\$2,683.85	60
05208 UNIFORMS	\$45,000.00	\$0.00	\$0.00	0	\$10,997.94	24	\$550.26	\$33,451.80	74
05209 JANITORIAL SUPPLIES	\$1,500.00	\$0.00	\$0.00	0	\$77.34	5	\$0.00	\$1,422.66	95
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$300.00	60	\$0.00	\$200.00	40
05211 SERVICE FEES	\$200.00	\$0.00	\$25.50	13	\$147.00	74	\$0.00	\$53.00	27
05212 EQUIPMENT PURCHASED	\$2,600.00	\$0.00	\$0.00	0	\$1,280.18	49	\$0.00	\$1,319.82	51
Total Commodities	\$61,800.00	\$0.00	\$148.26	0	\$17,103.97	28	\$550.26	\$44,145.77	71
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,700.00	\$0.00	\$0.00	0	\$618.79	23	\$0.00	\$2,081.21	77
05301 TELEPHONES	\$3,000.00	\$0.00	\$181.17	6	\$1,123.04	37	\$0.00	\$1,876.96	63
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$2,500.00	\$0.00	\$45.00	2	\$344.00	14	\$325.00	\$1,831.00	73
05306 ADVERTISING	\$500.00	\$0.00	\$0.00	0	\$100.00	20	\$0.00	\$400.00	80

050 YOUTH RECREATION FUND 400 RECREATION 00300 CONTRACTUAL SERVICES		City Of Westminster Expenditure Report Level 4 Summary for January 2021							
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05310 MISCELLANEOUS	\$600.00	\$0.00	\$25.00	4	\$51.00	9	\$0.00	\$549.00	92
05313 UTILITIES PURCH FROM WUD	\$61,000.00	\$0.00	\$0.00	0	\$19,733.77	32	\$0.00	\$41,266.23	68
05314 UTILITIES PURCH FROM OTHER	\$250.00	\$0.00	\$0.00	0	\$80.83	32	\$0.00	\$169.17	68
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$189.19	38	\$0.00	\$310.81	62
05323 VEHICLE & PROPERTY INSURANCE	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05328 CUSTOMER REFUNDS	\$1,000.00	\$0.00	\$0.00	0	\$4,715.00	472	\$0.00	(\$3,715.00)	(372)
05330 TROPHY AWARDS	\$10,000.00	\$0.00	\$0.00	0	\$175.57	2	\$5,856.23	\$3,968.20	40
05331 INSURANCE EXPENSE	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05332 OFFICIALS EXPENSE	\$27,000.00	\$0.00	\$912.00	3	\$4,962.00	18	\$0.00	\$22,038.00	82
05333 SPORTS/EQUIP SUPPLIES	\$25,000.00	\$0.00	\$181.88	1	\$1,766.25	7	\$3,733.75	\$19,500.00	78
05334 GROUNDS EXPENSE	\$24,009.00	\$0.00	\$336.91	1	\$10,943.58	46	\$6,285.18	\$6,780.24	28
05335 TOURNAMENT EXPENSE	\$5,000.00	\$0.00	\$0.00	0	\$359.00	7	\$0.00	\$4,641.00	93
05337 CONCESSIONS	\$20,000.00	\$0.00	\$0.00	0	\$2,634.63	13	\$7,601.18	\$9,764.19	49
05357 EQUIPMENT RENTAL/LEASE	\$400.00	\$0.00	\$0.00	0	\$749.29	187	\$0.00	(\$349.29)	(87)
Total Contractual Services	\$185,859.00	\$0.00	\$1,681.96	1	\$48,545.94	26	\$23,801.34	\$113,511.72	61
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05607 FIELD IMPROVEMENTS	\$21,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$21,500.00	100
05617 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$21,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$21,500.00	100
Total RECREATION	\$440,991.00	\$0.00	\$5,978.26	1	\$146,553.80	33	\$24,351.60	\$270,085.60	61
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$5,978.26	1	\$146,553.80	33	\$24,351.60	\$270,085.60	61
TOTAL ALL FUNDS	\$440,991.00	\$0.00	\$5,978.26	1	\$146,553.80	33	\$24,351.60	\$270,085.60	61

Level 4 Summary for January 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
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Report Summary

Type From	Type To	Period	07
4 - Revenues	5 - Expenses	System Date	1/15/2021
		System Time	12:11:03 pm
Detail Level	Level 4 double space	Print Date	1/15/2021
Adjusted Budget Column	N	Print Time	12:11:05 pm
		Run by	RA
Level	From	To	New Page
1	050	050	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a
		Print ID	381
		System version	7.1.21
		Export	APGLXP17
		Export version	VM-07110002



1-14-21

To: City Council

From: L.Baker

Subject: January 14, 2021 (Utility Director)

Electric, currently working on replacing poles and installing anchors to correct poles through system. Tree crew has completed 90% of the main line and is back on phase four trimming. We have completing two cutovers on phase four and one large cutover on phase Three.

Sewer/Water, continues maintenance on their facilities and document as they go to be in compliance with DHEC. They are working on inspections of water and sewer to document properly and complete the FOG and O&M manual. Alan is focused on the upcoming sanitary survey and DHEC requirements with the help of Patsy.

Water Treatment, they continue to work towards getting grants to replace raw water pumps and have worked hard to get all info needed to achieve this outcome. We are currently not confident in receiving these grants so exploring all options. The high end pumps have been fixed and the chlorine tanks are completed. We will be asking for an extension on the VFD project which is due May 30 due to looking to secure funds for raw water pumps.

The sewer project on Beacon Hill project has started and moving ahead. This will be a challenging project due to the unknowns of what is actually in the ground.



1/15/21

To: City Council

From: Todd Barnett

Subject: January Monthly Solid Waste Report

The solid waste department have been continuing to pick up behind the tree timers, as well as our typical daily duties. We have also been working on permits and funding for the E. Main street sidewalk project. In addition to that, we have been putting together the things we will need for the budget. If you are not aware we no longer have a temporary help and I think it's best not to request another person until we are back on a normal schedule. If you have any questions please give me a call.

Thank you,

Todd Barnett



1-15-21

To: City Council

From: Herb Poole

Subject: Monthly Recreation Department Report (January)

- 1.) We are approaching the mid-way mark for the regular season of basketball. It appears that all stars will happen. District tournaments will be held around the end of February or beginning of March. The state tournament is usually held the following week.
- 2.) Spring volleyball registration will be held January 18-22. Baseball, softball, and tball registration will be held mid-February.
- 3.) Westminster First Baptist Church has once again allowed us to utilize their gym for basketball practice. A big THANK YOU to them for this gesture.
- 4.) We encourage all high school seniors to contact us about the Dixie Softball Scholarship, the Dixie Youth Baseball Scholarship, and the Dixie Boys/Majors Scholarship. These scholarships are available to all seniors that participated in one of these programs. The last several years many of our local athletes have been fortunate enough to be awarded scholarships from these organizations. The deadlines to apply for them are quickly approaching.



DATE: 01-14-2021

To: City Council

From: Micheal Smith, Fire Chief

Subject: December Monthly Westminster Fire Department Report

Calls Run

City Calls: 20

County Calls: 37

Mutual Aid Given: 8

Daytime Calls: 36

Night calls: 21

Structure Fires in City: 1

Structure Fires in County: 8

Total Calls for November: 57

Inspections

Inspections Completed: 6

Re-Inspections Completed 2

Pre-Fire Plans Completed: 4

Rental Inspections: 2

Smoke Detectors Installed 4

**** I have been conducting inspections as needed along with rental inspections. We will know by January 25th if Lt. Jones will return to work or not.

Fire Prevention

Fire Prevention Events Attended:

Fire Prevention Events Scheduled:

General Information

*****Lt. Collins returned to work on January 16th and Lt. Jones is still out on medical leave and we are looking forward to his return soon. We are back to somewhat of a normal schedule now since filling the fulltime position.

*****The department has purchased a fogger/mister to spray the building and vehicles to help decontaminate them and help slow the spread of the COVID virus.

*****I have spoken with Administrator Kevin Bronson in regards to moving council meetings to ZOOM or another location. We are enforcing a strict face mask requirement here at the station and we do not allow visitors at this time. However, we open the building up monthly for a council meeting and allow anyone and everyone in the building. This is putting our staff at risk with the virus spreading like it is.