

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING
TUESDAY, February 16, 2021 @ 6:00 PM

<https://us02web.zoom.us/j/88651662801>

***THIS WILL BE AN ELECTRONIC MEETING USING ZOOM.
A LINK FOR THE ZOOM MEETING IS POSTED ABOVE AND WILL BE POSTED ON
WWW.WESTMINSTERSC.ORG AND FACEBOOK. THE LINK WILL BE ACTIVE ON TUESDAY,
FEBRUARY 16TH, 2021 AT 6:00PM***

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 an Ordinance to Rezone A Certain Parcel In The City Of Westminster From R-20 One-Family Residential To Residential Multi-Family (RMF) Tax Map #530-16-13-020, 215 Lucky Street
2. First reading of an Ordinance to execute a Real Property Lease Agreement to the Westminster Senior Outreach, a South Carolina non-profit Corporation for the building commonly referred to as the Pool Building (Oconee Tax Map #530-16-13-014)
3. Consider awarding construction contract with Swing-O-Things for Retreat Street Park Stage in the amount of \$28,500.
4. Discussion about the recreation facilities and the use of the Hall Street property – Mayor Ramey

New Business

5. First Reading of an Ordinance to Rezone A Certain Parcel In The City Of Westminster from R-25 (Single-Family Residential) to R-15 (Single-Family Residential Tax Map #530-06-05-009, 106 Simpson Street at the recommendation from the Westminster Planning Commission
6. Consider Acceptance of FY2020 Audit, Presentation by McKinley Cooper (hard copies will be delivered)
7. Consider authorizing the City Administrator to execute legal representation agreement with Pope Flynn
8. Consider authorizing the City Administrator to execute the Termination of Interlocal Agreement Establishing a Joint Codes Enforcement Officer Position with the City of Walhalla, South Carolina
9. Consideration of a resolution to adopt the City Council 2021 Priorities as created on January 26, 2021.
10. Consideration of a Mutual Aid Agreement with Oconee County Sheriff's Office

11. Consider authorizing the City Administrator to execute the Community Development Enhancement Proposal for the City of Westminster with MPA Strategies in the amount of \$950/month for six months to be paid from the Hospitality Tax Fund (\$5,700 total)

Routine Business

12. Approval of the regular meeting minutes of January 19, 2021
13. Comments from Utility Director
 - a. Utility Department Update
 - b. Other
14. Comments from Interim Administrator
 - a. Other
15. Comments from the Mayor and Council
16. 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) City Administrator Employment Contract

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

17. 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 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)**

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.

At the First City Council Reading of this Ordinance, Council requested a list of the properties notified of the Public Hearing and Rezoning. Those notified by letter are:

SOSBY EVELYN H
303 LUCKY ST
WESTMINSTER, SC 29693

KBM PROPERTY HOLDINGS LLC %GAINOR SU
204 AUGUSTA ST
WESTMINSTER, SC 29693

SHERIFF PROPERTIES LLC
198 HEATHER DR
CENTRAL, SC 29630
(207 Augusta St.)

WHITFIELD VICKIE
213 LUCKY ST
WESTMINSTER, SC 29693

HILL JESSICA & QUEEN NICOLE
137 GEORGE RD
BLAIRSVILLE, GA 30512

Additional information:

The Planning Commission is required by the City's Zoning Ordinance to consider the questions and provide answers to the questions in its recommendation to the City Council. City Staff was unaware of this requirement until after the City Council conducted its first reading of the rezoning request. To be clear, this was a staff error not an error of the applicant. These questions were not considered by the Planning Commission when it made its decision.

“The recommendation of the Planning Commission shall be in written form and should evaluate the proposed zoning amendment by answering the following questions:

- (a) How does the proposed zoning amendment relate to and affect the City's Comprehensive Plan?
- (b) Are development objectives and recommendations of the City's Comprehensive Plan for the area under consideration still valid or have conditions changed to such a degree that deviation from the Plan is warranted?
- (c) Will the proposed amendment correct an error or deficiency in the zoning regulations?
- (d) What benefits would the city as a whole receive from development effectuated under the proposed amendment?
- (e) Does the cost-benefit relationship indicate that the proposed zoning amendment would be in the public interest cover the long-term?”

It is the prerogative of the City Council to consider this item without the above documentation.

Follow up questions:

Is there enough square footage on the property to allow for two units? Three units? How many units?

For a 2 story structure with 3 bedrooms, 3,175 square feet are required – the lot has 0.2 acres or 8,172 square feet.

Permitted Multiple Units Per Dwelling Acre By Unit Type:

2 story, 3 bedrooms:

13 units per net acre are required or a minimum of 10,050 square feet

2 story, 2 bedrooms:

17 units per net acre are required or a minimum of 7,686 square feet

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).

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2021-02-16-01

CITY OF WESTMINSTER)

AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM R-20 ONE-FAMILY RESIDENTIAL TO RESIDENTIAL MULTI FAMILY (RMF).

WHEREAS, certain property in the City of Westminster at 215 Lucky Street and further identified by Oconee County Tax # 530-16-13-020 is currently owned by Jessica Hill & Nicole Queen of Blairsville, GA, and

WHEREAS, the past usage has been a dental office along with a downstairs apartment, and

WHEREAS, Mr. Nathaniel Douglas and Mrs. Holly Douglas has applied to have this 0.2 acre lot rezoned from R-20 Single-Family Residential to RMF Residential Multi Family for the purpose of converting the structure into apartments for the purpose of having multiple rental units, and

WHEREAS, the property is currently zoned as R-20, zoning classification that does not allow apartments, and

WHEREAS, the property surrounding the site is occupied and zoned R-20 Single Family Residential and

WHEREAS, the Planning Commission met in order to conduct a public hearing and to consider the rezoning request, and

WHEREAS, the Planning Commission evaluated the rezoning request in accordance with the guidelines of City Code and the Comprehensive Plan, and

WHEREAS, the Planning Commission voted to recommend to the City Council that the property be rezoned from R-20 to RMF, and

WHEREAS, the City Council met in order to consider the recommendation from the Planning Commission and has concurred with the recommendation.

NOW THEREFORE BE IT ORDAINED by the governing body of the City of Westminster in Council duly assembled and by the authority of the same:

That the boundaries of the zoning districts as indicated on the Official Zoning Map of the City which is part of the Westminster Zoning Code, be amended to reflect that the parcel identified as Oconee Tax Map # # 530-16-13-020 be

rezoned from R-20 Single-Family Residential to RMF Residential Multi Family.

APPROVED, this 16th day of February, 2021

Brian Ramey, Mayor

First Reading: January 19th, 2021

Jennifer Adams, City Clerk

Second Reading: February 16th, 2021

Reviewed by City Attorney and approved as to form:

Andrew Holliday, City Attorney



1. Agenda Item #2 First reading of an Ordinance to execute a Real Property Lease Agreement to the Westminster Senior Outreach, a South Carolina non-profit Corporation for the building commonly referred to as the Pool Building (Oconee TMPS 530-16-13-014)

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

At the November 12, 2020 City Council Meeting City Council considered leasing the Pool Building to a group of citizens (now referred to as Westminster Senior Outreach). In order for the Westminster Senior Outreach to execute a lease agreement on its part, incorporation was necessary. It is now incorporated.

South Carolina State Law requires lease agreements to be executed by Ordinance. From the South Carolina Code of Laws:

SECTION 5-7-40. Ownership and disposition of property by municipalities.

All municipalities of this State may own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and may, by resolution of the council adopted at a public meeting and upon such terms and conditions as such council may deem advisable, sell, alien, convey, lease or otherwise dispose of personal property and in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, such council action must be effected by ordinance.

The lease agreement as provided is substantially the same as the one discussed in November by the City Council.

Staff recommends approval.

Council Motion for consideration:

I move to approve first reading of the Ordinance to execute a Real Property Lease Agreement to the Westminster Senior Outreach, a South Carolina non-profit Corporation for the building commonly referred to as the Pool Building (Oconee TMPS 530-16-13-014).

LEASE AND OPTION

IV. WARRANTY

The Lessee agrees that they have been afforded ample opportunity to inspect the Premises, and the Lessee accepts the premises AS-IS and it is understood and agreed that the no warranty of the premises, as to its fitness or freedom from defects in workmanship or materials of any kind, expressed or implied, is made or shall be construed under the terms hereof.

V. COVENANTS OF THE LESSOR

The Lessor, for itself and its successors and assigns, hereby agrees with the Lessee as follows, to wit:

5.1: To allow the Lessee quiet and peaceful possession of the Premises so long as same is not inconsistent with the terms of this Lease.

5.2: Lessor shall have the right to go upon the Premises from time to time to inspect the same but agrees that such inspections shall be carried on in such a manner as not to interfere with peaceful possession thereof by the Lessee.

5.4: Lessor agree to pay all taxes and assessments of state, county or municipal authorities which may become due and owing on the Premises on or after the commencement date of this Lease.

VI. COVENANTS OF THE LESSEE

The Lessee, for themselves, their successors and assigns, agree with the Lessor as follows, to wit:

6.1: To pay the rental at the times and in the manner agreed upon herein, and not to suffer to exist on the Premises any nuisance or any illegal or unlawful activity, or any condition which is in violation of any covenants and restrictions or governmental ordinances to which the Premises are subject, or which would tend to detract from the general neighborhood.

6.2: Lessee shall, throughout the term of this Lease or any extension thereof, keep and maintain the Premises in a good state of repair and in a clean and sightly condition, it being understood and agreed that the Lessee shall assume full responsibility for all maintenance of the Premises, without exception.

6.3: Lessee shall pay any and all expenses for utilities consumed on the Premises. Lessee's failure to pay any utilities when they are due shall constitute a breach of this lease and this lease shall immediately terminated upon the failure to timely pay any utilities bill on the premises.

6.4: Any alterations or improvements on the Premises shall require the consent of the Lessor and shall be constructed at the sole expense of the Lessee. The Lessee shall cause to be paid all costs and expenses in connection with any such alterations and improvements in a prompt and businesslike manner, and will protect, save harmless and indemnify the Lessor and the leased Premises from any claims of materialmen or mechanics. Prior to any alterations or improvements, the Lessee shall obtain the Lessor's consent to such alterations or improvements, such consent will not be unreasonably withheld by the Lessor.

6.5: At the expiration of this Lease, the Lessee shall return the leased Premises to the Lessor in as good condition as when received.

6.6: Lessee shall maintain liability insurance with coverage limits no less than One Million Dollars which shall name the Lessor as an additional insured. Lessee shall also indemnify and hold the Lessor harmless from any and all causes of action, claims, demands, and suits that may arise from the Lessee's use of the premises. Lessee shall obtain and maintain on the Premises throughout the term of this Lease a policy of fire and extended coverage insurance to the extent of the full insurable value of the Premises, with loss payable thereon to the Lessor and the Lessee as their interests may appear. Lessee shall provide the Lessor with a Certificate of Insurance upon the lease execution date and on January 1 of each year thereafter.

VII. MUTUAL COVENANTS

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

7.1: If the Lessee shall breach any of the terms or conditions of this Lease, or if Lessee shall fail to pay the rental, including any late charges, within ten (10) days after the same is due, then in any such event the Lessor shall have the right to retake possession of the leased Premises and all improvements thereon situate, immediately, and all rights of possession of the Lessee shall end and the option herein granted shall lapse absolutely. Lessor shall have the right to re-let the Premises under such terms and conditions as Lessor may be able, the Lessee remaining responsible for any and all loss of rental suffered by the Lessor, up to and including the end of the term. In the event of default, Lessee agree that all sums paid hereunder for rental and for the option granted herein shall be forfeited to the Lessor as liquidated damages and rent.

7.2: Should the Lessor find it necessary to bring legal action to reacquire possession of the leased Premises after breach by the Lessee of any covenant or condition hereof, including the covenant to pay the rental as stated herein, the

Lessee shall be responsible for and pay a reasonable attorney fee in connection with such action, together with all court costs and expenses in connection with the enforcement of the claim of the Lessor.

7.3: Each of the parties acknowledge receipt of one copy of this Lease, properly executed, which shall constitute duplicate originals. Each agrees that the terms hereof will be binding upon themselves, their heirs and/or successors and assigns, and that this Lease is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below, and all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the Lessor and the Lessee have heretofore agreed, and in witness whereof, they have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

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

_____[SEAL]
City of Westminster, Lessor

(As to Lessee)

Lessee
Westminster Senior Outreach

EXHIBIT A

DESCRIPTION OF PREMISES

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee being approximately .77 acres, more or less, and being commonly known and designated as Oconee County TMS#: 530-16-13-014.

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) ORDINANCE #2021-03-16-01
CITY OF WESTMINSTER)

AN ORDINANCE TO execute REAL PROPERTY LEASE AGREEMENT (“Lease”) dated as of the ____ day of _____, 2021 (“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 WESTMINSTER SENIOR OUTREACH (“Lessee”), a South Carolina non-profit Corporation.

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

WHEREAS, the City of Westminster desires to lease the building commonly known as the Pool Building (Oconee TMS 530-16-13-014) to Westminster Senior Outreach and Westminster Senior Outreach desires to lease the premises from the City of Westminster; and

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 Westminster Senior Outreach 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 ____ day of _____ 2021.

Brian Ramey, Mayor

First Reading:

Jennifer Adams, City Clerk

Second Reading:

Reviewed by City Attorney and approved as to form.

Andrew Holliday, City Attorney



**Agenda Item #3 Consider Award of Contract to Swing of Things for Construction of
Retreat Street Park Stage**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

In the FY2020 Hospitality Tax Budget, Council allocated \$50,000 for the construction of a stage at Retreat Street Park.

To date,	
\$ 955.80	The Journal advertising expense
\$13,397.00	Feltman Bros Masonry
\$ 2,973.26	Melody Davis
<u>\$ 1,130.98</u>	Misc. wall expenses (lights, wiring, etc)
\$18,457.04	Total spent to date
\$31,542.96	Budget balance

Swing-O-Things Inc. submitted the attached estimate for the construction of the stage. The stage as contemplated is to be constructed in the alcove in between the buildings. If awarded, the contractor is required to obtain building permits and pass inspection by Oconee County Building Officials. The County Administrator has generously waved the permit and inspection fees.

Staff recommends approval.

Council Motion for consideration:

I move to approve \$28,500 to Sing-O-Things Inc. for the construction of the stage at Retreat Street Park.

ESTIMATE

City Of Westminster

(864) 557-1935

Swing-O-Things Inc.

10054 Long Creek Hwy
Westminster, SC 29693

Phone: (864) 647-4707

Email: swingothings@gmail.com

Web: www.swingothings.com

Estimate #

000546

Date

02/08/2021

Description	Total
-------------	-------

Stage/ pavilion at park in corner of Retreat and Main street	\$28,500.00
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Deck built on concrete slab between two buildings in back. Approximately 345 square feet.

2x8 treated joist set on concrete.

Timbertech composite decking (Terrain Line) color tbd.

Decking fastened with hidden fasteners where possible.

Timber frame shed roof over stage.

8x8 treated posts anchored to concrete floor (2 front and 2 back.

22' beams on front and back.

2x8 rafters

Tongue and groove 1x8 on top of rafters

Metal roof

Gutter on back end to tie into down spout

Subtotal	\$28,500.00
Total	\$28,500.00

Notes:

Price assumes it is ok to anchor structure to existing concrete pad. I spoke with Oconee county codes and Mr Fraidy didn't think it would be a problem.

City Of Westminster



**Agenda Item #5 Recommendation from the Westminster Planning Commission to
rezone tax map #530-06-05-009, 106 Simpson Street from R-25 (Single-Family
Residential) to R-15 (Single-Family Residential)**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

On February 8, 2021 the Westminster Planning Commission conducted a public hearing for the consideration a rezoning request for 106 Simpson Street. The request was submitted by Harold Knight to rezone 106 Simpson Street (Tax Map #530-06-05-009) from R-25 (One-Family District) to R-15 (One-Family District).

The districts are described as:

Zoning District		R-25 One- family	R-20 One- family	R-15 One- family		
Minimum lot per size	Minimum. area in sq. ft.	25,000	20,000	15,000		
	Width in ft.	100 C	80 C	70 C		
Minimum yard setback per lot in ft.	Front	50	40	35		
	Side	15	15	10		
	Rear	40	40	35		
Maximum height of building in ft.		35	35	35		
Maximum percentage of lot coverage by all buildings		35%	35%	35%		
Minimum sq. ft. per home		1400	1200	800		
Notes: A - Side yard setback to be 10 feet for the first story and five feet for each story thereafter. B - Total for both is a minimum for 25 feet. C - Width of lot to be measured at the front setback line, but in no case is the lot to be less than 25 feet at the right-of-way line.						

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.

At the First City Council Reading of this Ordinance, Council requested a list of the properties notified of the Public Hearing and Rezoning. Those notified by letter are:

Additional information:

The Planning Commission is required by the City's Zoning Ordinance to consider the questions and provide answers to the questions in its recommendation to the City Council. City Staff was unaware of this requirement until after the City Council conducted its first reading of the rezoning request. To be clear, this was a staff error not an error of the applicant. These questions were not considered by the Planning Commission when it made its decision.

"The recommendation of the Planning Commission shall be in written form and should evaluate the proposed zoning amendment by answering the following questions:

- (a) How does the proposed zoning amendment relate to and affect the City's Comprehensive Plan?
- (b) Are development objectives and recommendations of the City's Comprehensive Plan for the area under consideration still valid or have conditions changed to such a degree that deviation from the Plan is warranted?
- (c) Will the proposed amendment correct an error or deficiency in the zoning regulations?
- (d) What benefits would the city as a whole receive from development effectuated under the proposed amendment?
- (e) Does the cost-benefit relationship indicate that the proposed zoning amendment would be in the public interest cover the long-term?"

It is the prerogative of the City Council to consider this item without the above documentation.

Follow up questions:

Is there enough square footage on the property to allow for two units? Three units? How many units?

For a 2 story structure with 3 bedrooms, 3,175 square feet are required – the lot has 0.2 acres or 8,172 square feet.

Permitted Multiple Units Per Dwelling Acre By Unit Type:

2 story, 3 bedrooms:

13 units per net acre are required or a minimum of 10,050 square feet

2 story, 2 bedrooms:

17 units per net acre are required or a minimum of 7,686 square feet

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

MINUTES OF THE PLANNING COMMISSION MEETING

Of February 8, 2021

Westminster Historic Depot

The meeting was called to order at 5:30pm. In attendance were Sandra Powell, Ben Lewis, Jarrod Brucke, Larry Dellinger and Truman Holbrooks.

City Administrator, Kevin Bronson
City Clerk, Jennifer Adams
Members of the public and press

The City Clerk certified a quorum.

Approval of Minutes

Upon a motion by Mr. Dellinger and seconded by Mr. Lewis, the motion to approve the December 29, 2020 meeting minutes passed unanimously.

Nomination of Chairperson

Upon a motion by Mr. Dellinger and seconded by Mr. Brucke, the motion to nominate Sandra Powell as the Chairperson, passed unanimously with Mrs. Powell abstaining from the vote.

Nomination of Vice Chairperson

Upon a motion by Mr. Dellinger and seconded by Mr. Brucke, the motion to nominate Ben Lewis as Vice Chairperson, passed unanimously with Mr. Lewes abstaining from the vote.

Consideration of 2021 Meeting Schedule

Upon a motion by Mr. Brucke and seconded by Mr. Lewis, the motion to approve the 2021 meeting calendar for the Planning Commission, passed unanimously.

Introduction of Zoning Change Request

Mr. Bronson stated that staff received a request from Mr. Harold Knight asking that parcel number 530-06-05-009 (106 Simpson Street) be rezoned from R-25 to R-15. Mr. Knight's intentions are to build a total of 3 homes. However, to accomplish this, Mr. Knight will also have to rezone one additional parcel next to the one being reviewed tonight. The second parcel will be scheduled next month for consideration by the board.

Opening of the Public Hearing

Mrs. Powell opened the public hearing.

Mr. Knight stated that he intends to build a total of three homes, approximately 1200 sq. ft. each.

Mr. Charles Morgan, who is a real estate agent with Keller Reality stated that he is in favor of

this rezoning as there is currently more people looking for homes than there are available homes. There is a high demand for homes this size and in this price range.

Mr. Joel Thrift stated that he sold the property to Mr. Knight and it was his intention to build homes on the property and would like to see it developed.

Close Public Hearing

Mrs. Powell closed the public hearing.

Mr. Bronson stated that he has discovered that there are four questions that the Board must answer within their recommendation to Council. Mr. Bronson reviewed the questions with the Board and made recommendations on how to answer them.

The recommendation of the Planning Commission shall be in written form and should evaluate the proposed zoning amendment by answering the following questions:

- (a) How does the proposed zoning amendment relate to and affect the City's Comprehensive Plan?

Answer: No appreciative change.

- (b) Are development objectives and recommendations of the City's Comprehensive Plan for the area under consideration still valid or have conditions changed to such a degree that deviation from the Plan is warranted?

Answer: It is still valid.

- (c) Will the proposed amendment correct an error or deficiency in the zoning regulations?

Answer: No.

- (d) What benefits would the city as a whole receive from development effectuated under the proposed amendment?

Answer: Yes.

- (e) Does the cost-benefit relationship indicate that the proposed zoning amendment would be in the public interest over the long-term?

Answer: Yes.

Upon a motion by Mr. Lewis and seconded by Mr. Dellinger, the motion to recommend to Council that parcel 530-06-05-009 be rezoned from R-25 to R-15 passed unanimously.

Other Business

- a. Mr. Bronson stated that he received a request from Catherine Wilbanks to merge two properties within the City. Those tax map numbers are 530-10-04-008 & 530-15-04-001. There is no action needed from the Board but an action by staff to sign off on the request was required.
- b. Mr. Bronson stated that Council has spoken about a review of the zoning in the City to look at smaller lots that currently do not meet the current zoning requirements. Mr. Bronson stated that he will be looking into getting a consultant to look at those requests pending available funding in the upcoming budget.

- c. Mr. Bronson stated that he will be providing a copy of the Comprehensive Plan to all the Board members at the next meeting. He will also have a copy of the plan on the City's website.

Mayor Ramey stated that with the removal of homes that have fallen in disrepair, those lots are left unbuildable because of the current zoning. Also, he would like the properties along the highways in the City be considered for rezoning to commercial in order to allow for more commercial growth.

Adjourn

Upon a motion by Mr. Dellinger and seconded by Mr. Holbrooks, the motion to adjourn the meeting at 6:17pm passed unanimously.

(Minutes prepared by Jennifer Adams)

§ 151.338 - PROCEDURE FOR AMENDMENTS.

Requests to amend the Zoning Code shall be processed in accordance with the following requirements:

- (A) *Initiation of amendments.* A proposed amendment to the Zoning Code may be initiated by the City Council, the Planning Commission, or by application filed with the Planning Department by the owner or owners of the property proposed to be changed, provided, however, that action shall not be initiated for a zoning amendment affecting the same parcel or parcels of property, or any part thereof, and requesting the same change in district classification by a property owner or owners more often than once every 12 months. Initiation of the Public Hearing Procedures commences upon payment of the \$75 application fee.
- (B) *Application procedure.*
 - (1) Application forms for amendment requests shall be obtained from the Zoning Administrator. Completed forms, together with an application fee to cover administrative costs, plus any additional information the applicant feels to be pertinent will be filed with the Zoning Administrator. Any communication purporting to be an application for an amendment shall be regarded as mere notice to seek relief until it is made in the form required.
 - (2) Applications for amendments must be submitted, in proper form, at least three weeks prior to a Planning Commission meeting in order to be heard at that meeting.
 - (3) The Zoning Administrator shall forward application fees to the City Clerk who shall supervise the application of same to the costs of advertising and other administrative expenses.
- (C) *Hearings by the Planning Commission.*
 - (1) The Secretary of the Planning Commission shall transmit all papers and other data submitted by the applicant on behalf of the amendment request to the Planning Commission. The Planning Commission, at a regular meeting, shall review and prepare a report, including its recommendation for transmittal to the City Council. All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person, by agent, or by attorney.
 - (2) No member of the Planning Commission shall participate in a matter in which he or she has any pecuniary or special interest.
 - (3) Following action by the Planning Commission, all papers, and data pertinent to the application shall be transmitted to the City Council for final action.
- (D) *Public hearing by City Council.* Before enacting an amendment to the Zoning Code, the City Council shall hold a public hearing. There shall be at least a minimum of 15-days' notice of the time and place of which shall be published in a newspaper of general circulation in the municipality. The property shall also be posted in a prominent place 15 days prior to the date of the public hearing. The adjacent and adjoining property owners shall be notified by first class mail 15 days prior to the public hearing. The City Council may, at its discretion, delegate the power and responsibility to hold the required public hearing to the Planning Commission for any or all amendments. In such cases as the Planning Commission conducts the Public Hearing, the City Council shall not be required to hold another before acting on the recommendation. This is permissive, however, and certainly does not preclude the City Council from conducting its own public hearing on the amendment.
- (E) *Changes in the zoning map.* Following final action by the City Council, any necessary changes shall be made in the Zoning Map. A written record of the type and date of such change shall be maintained by the Planning Department. Refer to § 151.016.
- (F) *Report on the Planning Commission.*

- (1) Following each public hearing the Planning Commission shall hold a regular meeting to review and prepare a written record of the conduct of each public hearing. A copy of the record shall be filed with the City Clerk for the public record and a copy shall accompany the Planning Commission's recommendation of the Mayor and City Council.
- (2) The recommendation of the Planning Commission shall be in written form and should evaluate the proposed zoning amendment by answering the following questions:
 - (a) How does the proposed zoning amendment relate to and affect the City's Comprehensive Plan?
 - (b) Are development objectives and recommendations of the City's Comprehensive Plan for the area under consideration still valid or have conditions changed to such a degree that deviation from the Plan is warranted?
 - (c) Will the proposed amendment correct an error or deficiency in the zoning regulations?
 - (d) What benefits would the city as a whole receive from development effectuated under the proposed amendment?
 - (e) Does the cost-benefit relationship indicate that the proposed zoning amendment would be in the public interest cover the long-term?

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



Agenda Item #6 Receive and Adopt the City of Westminster Audited Financial Statements, Year Ended June 30, 2020

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

In January 2021 certified public accountants McKinley, Cooper & Co., LLC (McKinley Cooper) performed an independent audit of the City's finances. McKinley Cooper's responsibility as stated in the audit report:

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Ms. Sheryl Medders from McKinley Cooper is scheduled to present the audit report to the Council. As a part of her presentation, she will receive any questions members of the Council may have about the audit and the City's finances.

You may note the Management's Discussion and Analysis on pages 3-5 and the Schedule of Findings and Responses on pages 62-63.

Staff recommends acceptance.

Council Motion for consideration:

I move to accept the City of Westminster Audited Financial Statements, Year Ended June 30, 2020 as presented by McKinley, Cooper & Co., LLC.



**Agenda Item #7 Authorize the City Administrator to Sign: Legal Representation of the
City of Westminster, South Carolina Advice & Counsel – File No. 412.1 with Pope
Flynn, LLC**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

At the request of the City, Pope Flynn, LLC has submitted an engagement letter to serve as “legal counsel in connection with advice and counsel matters.”

As a matter of course, the City anticipates the need of additional legal counsel on matters pertaining to the operation of water, sewer and electric utilities as well as general government matters and future economic development matters. Pope Flynn, LLC has considerable experience with and is well versed in these areas.

In the current environment regarding PMPA there are limitations in which Pope Flynn, LLC may be able to provide advice and counsel for matters related to PMPA. Those limitations are described in the provided engagement letter.

Staff recommends approval.

Council Motion for consideration:

I move to authorize the City Administrator to sign the engagement letter with Pope Flynn, LLC dated February 4, 2021.



Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201
MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

February 4, 2021

(Electronic Distribution Only)

Mr. Kevin Bronson, Interim City Administrator
City of Westminster
100 E. Windsor Street
Westminster, SC 29693

Re: Legal Representation of City of Westminster, South Carolina
Advice & Counsel - File No. 412.1

Dear Kevin:

This letter is to confirm the engagement of Pope Flynn, LLC ("Pope Flynn" or our "firm") in serving the City of Westminster, South Carolina (the "City") as legal counsel in connection with advice and counsel matters. Accordingly, we and the City agree that the terms and scope of our representation, shall be as follows:

SCOPE OF ENGAGEMENT

We are representing the City in connection with various matters on which our advice is being sought. The advice and counsel file serves as the file where we record our work for the City that does not involve a particular bond or debt issuance. Our engagement with respect to certain matters affecting the City and PMPA (as defined herein) will not be permitted unless and until fully-executed consent and waiver letters, as described in "Prior Representation" and "Existing Representation" can be procured from all applicable parties.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City constitutes our client and an attorney-client relationship will exist between us. Our services as counsel are limited to those contracted for in this letter; and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

LIMITATIONS ON ENGAGEMENT

A. As you are well aware, the City, along with nine other South Carolina municipalities, is a member of Piedmont Municipal Power Agency ("PMPA"). A member of our firm, William M. Musser, previously represented PMPA as general counsel and bond counsel while he was a partner with McNair Law Firm, P.A. Although Mr. Musser no longer represents PMPA, Rules 1.6 and 1.9 of the South Carolina Rules of Professional Conduct may require that the City obtain the consent of

PMPA (as described below under “Prior Representation”) prior to our firm working on certain matters for the City that pertain to PMPA.

B. In June 2019, four members of PMPA (the cities of Newberry, Gaffney, Laurens and Easley) initiated a lawsuit, captioned City of Newberry, et al., v. Rock Hill, et al., Civil Case No. 2019-CP-36-00303, against PMPA and four other members (the cities of Rock Hill, Greer, Union and Clinton) alleging, among other things, civil conspiracy and breach of fiduciary duties by certain of the members of PMPA and seeking, among other things, declarations by a court regarding interpretation of the Catawba Project Power Sales Agreements and Supplemental Power Sales Agreements, respectively (which are agreements entered into between PMPA and each of the member cities regarding the sale of bulk power and supplemental power and other costs). While the City was not named in the lawsuit, as a member of PMPA, the City has the potential to be affected by the outcome of the lawsuit.

Prior to the lawsuit, our firm had existing legal engagements with the cities of Union, Clinton and Newberry. After the suit was filed, both Union and Clinton indicated their desire for our firm to jointly represent them on PMPA-related matters, including matters related to the lawsuit. Subsequent to the filing of the lawsuit, Pope Flynn had discussions with the cities of Newberry, Union and Clinton regarding our ethical obligations to all of our clients and the need to procure the consent of all parties prior to performing any further PMPA-related legal work for Union and Clinton. Given our representation of Clinton and Union regarding PMPA-related matters, and our lack of engagement with Newberry regarding PMPA-related matters (including the litigation), our firm requested and thereafter received consents and conflict waivers from Newberry, Union and Clinton as to our joint representation of Union and Clinton.¹

Given the existence of our joint representation of Union and Clinton in the PMPA-related matters, and our current representation of Newberry, Rule 1.7 of the South Carolina Rules of Professional Conduct likely requires that the City obtain a consent and conflict waiver from each of the cities of Union, Clinton and Newberry (as described in “Existing Representation”) prior to our firm working on any matters for the City with respect to PMPA-related matters.

PRIOR REPRESENTATION

Based upon Mr. Musser’s prior representation of PMPA described above, PMPA constitutes, as to Mr. Musser and our firm, a “former client” under the South Carolina Rules of Professional Conduct. Under Rule 1.9 of the South Carolina Rules of Professional Conduct and the comments thereto (“Rule 1.9”) regarding duties to former clients, absent the informed written consent of a former client, a lawyer cannot represent a new client in the same or a substantially related matter wherein (1) the interests of the new client are materially adverse to the former client, and (2) the lawyer has acquired protected information that is material to the former or current representation. Considering Mr. Musser’s prior representation of PMPA as general counsel, it is difficult to determine whether his prior representation of PMPA would be considered the “same” or

¹ The consent of PMPA to our representation of Union and Clinton (for the reasons described in Section A of “Limitations of Engagement”) had previously been procured from PMPA.

“substantially related” to any matters regarding PMPA that may affect the City. On the basis of the foregoing, our firm would need to review any PMPA-related matters affecting the City prior to undertaking such engagement, and based upon such review, a consent and conflict waiver of PMPA may be required.

EXISTING REPRESENTATIONS

As described in Section B of “Limitations of Engagement” above, we currently represent the cities of Union and Clinton in PMPA-related matters, including the litigation discussed therein. Prior to engaging in this representation, we received an informed consent and conflict waiver letter from all affected parties, including Union, Clinton, Newberry and PMPA. If our firm were requested to represent the City in any PMPA-related matters and regardless of the City’s absence as a named party in the litigation, there is a substantial risk that at some point during Pope Flynn’s representation of the City on such matters, our firm will be asked to provide legal advice that would be, or the City, Union, Clinton, Newberry or PMPA may consider to be, adverse to their respective interests.

Accordingly, we have reviewed Rule 1.7 of the South Carolina Rules of Professional Conduct and the comments thereto regarding conflicts of interest pertaining to current clients (“Rule 1.7”). Based upon our analysis of Rule 1.7 and in light of the ongoing litigation affecting PMPA, there likely exists a concurrent conflict between Pope Flynn’s representation of the City and each of the cities of Union, Clinton and Newberry (the “PMPA Cities”). In this context, the potential for a concurrent conflict means that there is a significant risk that a dispute may arise as a result of our representation of the City in any PMPA-related matters.

Under Rule 1.7, Pope Flynn may represent the City and the PMPA Cities only “if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing.”

In light of Rule 1.7, prior to any engagement by our firm to assist the City with PMPA-related matters, our firm must receive the informed written consent and a full waiver of any conflict of interest regarding PMPA matters from each of the City, Union, Clinton and Newberry.²

CONFLICTS GENERALLY

As you are aware and in addition to the specific conflicts described hereinabove, we represent many political subdivisions and companies, including the PMPA Cities as well as the Oconee Joint Regional Sewer Authority, South Carolina (collectively, the “Existing Clients”). We have represented and continue to represent the Existing Clients with respect to various advice and counsel matters. It is possible that during the time that we are representing the City, one or more of our present or future clients, including the Existing Clients, will have transactions with the City. We do

² To additionally include any required consent of PMPA as described in “Prior Representation” above.

not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from this matter so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this matter. Additionally, to the extent our firm's representation of the Existing Clients directly affects our representation of you, we may be required to receive a conflict waiver letter from you and the applicable Existing Client. In the event a waiver letter cannot be procured or a non-waivable conflict arises, we will have to terminate our engagement in light of the conflict. Each such situation shall be reviewed on a case-by-case basis prior to termination of this engagement.

Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES AND PAYMENT

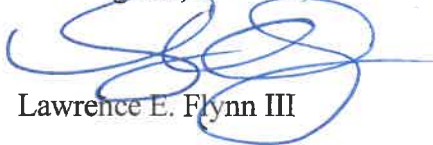
For advice and counsel matters, our fees are based on hourly billing rates for all time spent working on various advice and counsel matters and we bill on a monthly basis. Each invoice will be itemized detailing each task performed, the professionals involved and the time involved. The invoice will also detail expenses incurred to date, along with wiring instructions for payment. If you prefer a different format, please let me know. These expenses are more fully explained on the Schedule of Primary Charges, attached to this letter.

I anticipate that for most matters within the scope of this engagement that I will personally undertake the work, but when more efficient overall, or as skills or experience suggest, I may call on a range of my colleagues to perform the requested work. My hourly rate is \$375. Hourly rates for my colleagues range from \$500 per hour for our most experienced attorneys to \$225 for our most junior attorneys. To the extent any non-attorney personnel perform work, their hourly rates range from \$150 to \$175. These billing rates are subject to adjustment from time to time by our firm and all rates, including any individual rates varying within or from this range, will be set forth on invoices detailing services performed.

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this engagement letter dated and signed by an authorized officer, retaining a copy for your files.

I look forward to working with you and the City.

With regards, I remain,



Lawrence E. Flynn III

WE AGREE TO THE TERMS OF THIS ENGAGEMENT LETTER FOR LEGAL REPRESENTATION AS STATED ABOVE.

RE: LEGAL REPRESENTATION OF CITY OF WESTMINSTER, SOUTH CAROLINA
ADVICE & COUNSEL - FILE NO. 412.1

CITY OF WESTMINSTER, SOUTH CAROLINA

BY: _____

ITS: _____

DATE: _____

SCHEDULE OF PRIMARY CHARGES

Photocopies	10¢ per page.
Travel mileage	At IRS allowable rate – 56.0¢ per mile, effective 01/01/2021.
Other travel (airfare, hotels, lodging, meals, ground transportation)	At cost.
Postage	At cost.
Express courier services (<i>i.e.</i> , <i>FedEx</i>)	At cost.
Out-of-Office messenger costs	\$5 plus mileage charges indicated above.
Electronic legal research	WestLaw electronic legal research: You will be billed \$15.00 per use, unless additional charges are incurred, which will be applied at their actual cost to your file.
Newspaper Publication	At cost – billed at the time of receipt of invoice from newspaper.



Agenda Item #8 Termination of Interlocal Agreement Establishing a Joint Codes Enforcement Officer Position

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

In 2018, the cities of Westminster and Walhalla entered into an agreement to fund a joint Codes Enforcement Officer position.

In November 2020, the City of Walhalla served Westminster a Termination Notice effective June 15, 2021. This is the appropriate mechanism as required by the 2018 Agreement.

Since November 2020, the needs of both cities have changed. It seems now the best interest of both cities are best served by terminating the agreement now.

Presented for City Council's consideration is a Termination of Interlocal Agreement that, if approved, will terminate the 2018 Agreement upon signature by both cities and payment of final invoice.

Staff recommends acceptance.

Council Motion for consideration:

I move to accept the Termination of Interlocal Agreement Establishing a Joint Codes Enforcement Officer Position.

**TERMINATION OF INTERLOCAL AGREEMENT
ESTABLISHING A JOINT CODES ENFORCEMENT OFFICER POSISTION**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of February 2021, by and between **The City of Westminster and The City of Walhalla**, collectively referred to as the Settling Parties.

WHEREAS, the Cities of Westminster and Walhalla entered into an Interlocal Agreement in 2018 to share a Codes Enforcement Officer; and

WHEREAS, the City of Walhalla properly and timely gave notice to terminate the Agreement but due to the terms of the contract, the termination date is June 14, 2021; and

WHEREAS, the Settling Parties have decided to execute this Agreement and Release as a way to terminate the Interlocal Agreement immediately and effectuate the extinguishment of the claims between them; and

WHEREAS, the Settling Parties hereby agree that this is a final settlement of all disputed claims, and notwithstanding items specifically admitted, nothing in this Release and Settlement Agreement shall be construed as an admission of liability or a violation of any federal, state, or local statute or regulation or a violation of any rights of either party; and

NOW, THEREFORE, in consideration of the payments, promises, representations, warranties, and covenants recited herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

1. Payment. Westminster shall pay Walhalla, pursuant to Section I (F) of the Interlocal Agreement until this agreement is executed by both parties. Thereafter, payments from Westminster shall cease.
2. Termination of Agreement. Westminster and Walhalla agree that the Interlocal Agreement with regard to the sharing of a Codes Enforcement Officer shall cease upon this Agreement being properly executed by both cities.

3. Release.

- a. In consideration of the execution of this document, Westminster their agents, successors, affiliates and assigns, hereby releases, acquits, forever discharges and covenants not to sue Walhalla their agents, assigns, and successors of and from any and all causes of action, claims, demands, suits at law or in equity, costs, and attorney's fees, and all claims of any nature and kind whatsoever known and unknown, which Westminster has or may in the future be entitled to have against Walhalla in connection with this matter, including but not limited to contractual claims resulting from the Interlocal Agreement for the Sharing of a Codes Enforcement Officer, both intentional and unintentional tort claims, as well as any other cause or claim.
- b. In consideration of the execution of this document, Walhalla their agents, successors, affiliates and assigns, hereby releases, acquits, forever discharges and covenants not to sue Westminster their agents, assigns, and successors of and from any and all causes of action, claims, demands, suits at law or in equity, costs, and attorney's fees, and all claims of any nature and kind whatsoever known and unknown, which Walhalla has or may in the future be entitled to have against Westminster in connection with this matter, including but not limited to contractual claims resulting from the Interlocal Agreement for the Sharing of a Codes Enforcement Officer, both intentional and unintentional tort claims, as well as any other cause or claim.

4. Attorney's Fees and Costs. All parties are responsible for their own attorneys' fees and costs. However, should any party to this Release and Settlement Agreement retain counsel for the purpose of enforcing any provision of this Release and Settlement Agreement, or for pursuing damages or other relief for any claim arising out of this Release and Settlement Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

5. Merger Clause. This Release and Settlement Agreement, and all documents incorporated by reference herein, contains the entire agreement between the parties. Each party represents to the other party that such party has not relied upon any statement or representation, which is not expressly contained herein. No statements or representations

concerning the subject matter of this Release and Settlement Agreement shall be relied upon by any party or be enforceable against any party unless expressly set forth herein.

6. Amendments or Modifications in Writing. This Release and Settlement Agreement shall not be modified unless and except where any modification is reduced to writing and executed by all parties to this Release and Settlement Agreement.

7. Voluntary and Knowing Agreement. Each party to this Release and Settlement Agreement affirmatively represents to the other that such party has carefully read the foregoing Release and Settlement Agreement and that such party knows and understands the contents hereof and has voluntarily executed or authorized the execution of this document.

8. Severability/Binding Effect. The terms of this Release and Settlement Agreement are contractual and not merely recitals, and are to be construed as binding upon and inuring to the benefit of, as the case may be, the Settling Parties and their agents, representatives, successors, and assigns. If any provisions of this Release and Settlement Agreement are found to be void or unenforceable for any reason, such finding shall not affect the continued efficacy of the remaining provisions hereof.

9. Choice of Law. This Release and Settlement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Proper venue for any future causes of action which may arise between these parties in connection with the enforcement of this agreement shall be in Oconee County, South Carolina.

10. Multiple Counterpart Execution. The parties agree that this Release and Settlement Agreement may be executed in multiple counterparts and that the original signature of each party on one single document is not necessary to consummate this Release and Settlement Agreement. Photocopies of the signature pages are acceptable as originals, and any grouping or counterpart that contains executed signature pages from all parties can be used as an original.

11. Gender/Number. Wherever used, the singular shall include the plural, and any use of gender shall include all genders.

12. Survival. All covenants, agreements, and releases contained herein shall survive this Release and Settlement Agreement.

13. Construction of Agreement. This Release and Settlement Agreement constitutes a fully negotiated agreement among the Settling Parties, each having the opportunity to consult

with legal counsel, and the terms of this Release and Settlement Agreement shall not be construed or interpreted for or against any party on the basis of presumption that such party drafted this Release and Settlement Agreement. The parties hereby agree that the rule of contract construction that provides that ambiguities are resolved against the author of an agreement shall not apply to this Release and Settlement Agreement.

14. Signatory Authority. The person executing this Release and Settlement Agreement verifies that he or she has full authority to execute this Release and Settlement Agreement on behalf of the party for which he or she executes this Release and Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Release and Settlement Agreement, or have caused the agreement to be executed and delivered by their duly authorized counsel or representative. By signing this Release and Settlement Agreement, the parties warrant that they have read and understood each provision of this Release and Settlement Agreement, that they voluntarily agree to and have signed this Release and Settlement Agreement, or authorized their agent or counsel to execute this Release and Settlement Agreement on their behalf, that in so doing they are not relying on any inducements, representations, agreements, or understanding, other than as set forth herein, and that they are acting with the full advice of, and explanation by, their respective legal counsel.

(L.S.)
City of Westminster

(L.S.)
City of Walhalla



**Agenda Item #9 Consider Resolution Affirming the City Council Priorities Established
on January 26, 2021**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

On January 26, 2021 City Council met at the Westminster Train Depot to identify and set its priorities for the calendar year 2021 and to provide direction for the development of the FY2022 Budget.

Staff recommends approval.

Council Motion for consideration:

I move to approve the Resolution Affirming the City Council Priorities established on January 26, 2021.



At the January 26, 2021 City Council priority setting session, City Council identified and ranked the following priorities for the upcoming year and the FY2022 Budget priorities.

Must Do:

1. Explore opportunities for revenue enhancement and growth, develop proposed action steps and bring recommendations to Council for consideration.
2. Complete assessment of water and sewer systems and needed improvements/upgrades; estimate cost, develop plan for phased implementation. Identifying strategies for funding bring recommendations to Council.
3. Assess city's workforce. Evaluating staffing level and patterns, the current classification and compensation plan, and professional development needs and current opportunities. Bring recommendations to Council to include possibly engaging a consultant to conduct assessment(s).

AND (3 and 4 tie)

4. Address negative public relations and image of the city by developing multi-prong strategies for improving the image of Westminster and effectively marketing and promoting the community. Develop recommendations and bring to council for consideration.

Should Do:

1. Develop proposed strategies and incentives for catalyzing new residential development and bring to Council for consideration.
2. Develop plan for monitoring and reporting progress on strategic plan to possibly include work sessions. Bring proposal to Council.

AND (2 and 3 tie)

3. Develop recommendations for capitalizing on traffic passing through Westminster to the Chattooga River and the NC/TN mountains, update traffic counts, and quantify estimated economic impact. Bring recommendations to Council.
4. Evaluate steps that may be taken to make the city's code enforcement program more effective to include ordinances, commitment level, funding, streamlining, and functions. Bring proposals to Council.

Could Do:

1. Evaluate needed/possible amendments to the text and map of the city's zoning ordinance, develop an action plan for making these changes and to solicit Council input, bring recommendations to Council.
2. Step-up current level of citizen engagement in Westminster. Develop recommendations for Council's consideration that are inclusive of public participation, improve the level of communication with the public; and provide greater access to the city government.
3. Pursue development of an economic development plan which includes strategies for recruiting manufacturing and commercial business, identifying target, incentivizing investment and markets if using a consultant, estimate cost and bring recommendation to Council for consideration and budget.

Other: (in no particular order)

1. Evaluate expanding sanitation services to out of town water customers. Assess feasibility from a cost and operations stand point, determine recommended charges, and bring proposal to Council.
2. Evaluating staffing and cost efficiencies in police and fire and opportunities for improving the service provided to city residents and businesses. Bring alternate and upgraded approaches to Council for consideration.
3. Develop long term plan for staffing the recreation department and for succession planning for Council consideration.
4. Develop a recommendation(s) for Council on effective carrot and stick approaches to addressing vacant properties. Examine Sumter's registry requirement among other possible approaches.
5. Sustain momentum that is positive in the electric department and maintain quality staff
6. Bring to Council as a recommendation for funding in the budget the cost of designing and engineering a recreation complex.
7. Develop proposal for county funding of municipal recreation programs in Oconee County, collaborate with municipalities, pursue with County Government.

RESOLUTION

STATE OF SOUTH CAROLINA)

AFFIRMING THE CITY COUNCIL PRIORITIES ESTABLISHED ON JANUARY 26, 2021

CITY OF WESTMINSTER)

WHEREAS, in exercise of good governance and in the spirit of cooperation the Westminster City Council met on January 26, 2021 for the purpose of identifying and articulating priorities for calendar year 2021; and

WHEREAS, the priorities developed by the members of the City Council are conducive for guiding the development of the FY2022 Annual Operating Budget; and

WHEREAS, the affirmation of the priorities articulated on January 26, 2021 is proof of the active and proactive good governance of the Westminster City Council to guide and direct the work of the city staff and the City Council; and

WHEREAS, the affirmation of the priorities articulated on January 26, 2021 in an a regular City Council Meeting is desired and proper; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do affirm the following as the 2021 Priorities for the City of Westminster, SC:

Must Do:

1. Explore opportunities for revenue enhancement and growth, develop proposed action steps and bring recommendations to Council for consideration.
2. Complete assessment of water and sewer systems and needed improvements/upgrades; estimate cost, develop plan for phased implementation. Identifying strategies for funding bring recommendations to Council.
3. Assess city's workforce. Evaluating staffing level and patterns, the current classification and compensation plan, and professional development needs and current opportunities. Bring recommendations to Council to include possibly engaging a consultant to conduct assessment(s).
4. Address negative public relations and image of the city by developing multi-prong strategies for improving the image of Westminster and effectively marketing and promoting the community. Develop recommendations and bring to council for consideration.

Should Do:

1. Develop proposed strategies and incentives for catalyzing new residential development and bring to Council for consideration.
2. Develop plan for monitoring and reporting progress on strategic plan to possibly include work sessions. Bring proposal to Council.
3. Develop recommendations for capitalizing on traffic passing through Westminster to the Chattooga River and the NC/TN mountains, update traffic counts, and quantify estimated economic impact. Bring recommendations to Council.
4. Evaluate steps that may be taken to make the city's code enforcement program more effective to include ordinances, commitment level, funding, streamlining, and functions. Bring proposals to Council.

Could Do:

1. Evaluate needed/possible amendments to the text and map of the city's zoning ordinance, develop an action plan for making these changes and to solicit Council input, bring recommendations to Council.

2. Step-up current level of citizen engagement in Westminster. Develop recommendations for Council's consideration that are inclusive of public participation, improve the level of communication with the public; and provide greater access to the city government.
3. Pursue development of an economic development plan which includes strategies for recruiting manufacturing and commercial business, identifying target, incentivizing investment and markets. If using a consultant, estimate cost and bring recommendation to Council for consideration and budget.

Other: (in no particular order)

1. Evaluate expanding sanitation services to out of town water customers. Assess feasibility from a cost and operations stand point, determine recommended charges, and bring proposal to Council.
2. Evaluating staffing and cost efficiencies in police and fire and opportunities for improving the service provided to city residents and businesses. Bring alternate and upgraded approaches to Council for consideration.
3. Develop long term plan for staffing the recreation department and for succession planning for Council consideration.
4. Develop a recommendation(s) for Council on effective carrot and stick approaches to addressing vacant properties. Examine Sumter's registry requirement among other possible approaches.
5. Sustain momentum that is positive in the electric department and maintain quality staff
6. Bring to Council as a recommendation for funding in the budget the cost of designing and engineering a recreation complex.
7. Develop proposal for county funding of municipal recreation programs in Oconee County, collaborate with municipalities, pursue with County Government.

RESOLVED, this 16th day of February 2021.

ATTEST:

Jennifer Adams, City Clerk

Bryan Ramey, Jr., Mayor



**Agenda Item #10 Law Enforcement Assistance and Support Agreement with Oconee
County Sheriff's Office**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

At the request of the Oconee County Sheriff Michael Crenshaw, this agreement is presented for Council's consideration. This agreement will replace a previous similar agreement which was signed August 30, 2016.

South Carolina Code Ann. § 23-20-10, et seq., as amended, provides for contractual agreements between and among state, county, municipal, and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

The purpose of entering into this agreement, the OCSO and the Westminster PD may secure to each other the benefits of mutual aid in the event of natural disaster, disorder, special event, emergency situation, and any other law enforcement activity.

Staff recommends approval.

Council Motion for consideration:

I move to approve the Law Enforcement Assistance and Support Agreement between the Oconee County Sheriff's Office and the Westminster Police Department.

relate to the subject matter hereof. To the extent any direct conflict exists between this Agreement and any other multi-jurisdictional agreement between the Parties, the terms of this Agreement shall control. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the Parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff of Oconee County**, or his/her designees, or the **Chief of Westminster PD**, or his/her designees. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the

location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.

- B. Reply. A reply to any request for assistance shall only be made by the **Sheriff of Oconee County**, or his/her designees, or the **Chief of Westminster PD**, or his/her designees. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers responding.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the Parties, and subject to the terms of paragraphs 4.C and 4.D. above, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the Parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

The Parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this Agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

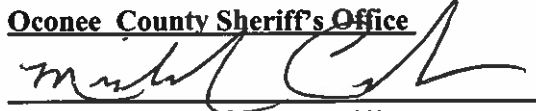
This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

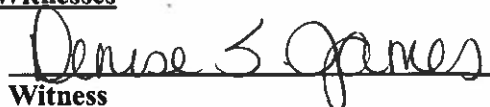
Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the Parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

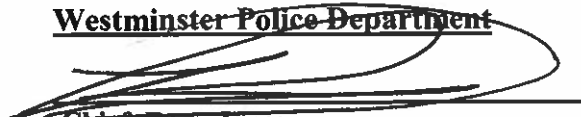
Oconee County Sheriff's Office


Michael L. Crenshaw, Sheriff

Witnesses


Witness

Westminster Police Department


Chief, Rory Jones


Witness

City Of Westminster

Mayor or Council Chair

Witness

City Administrator

Witness



Agenda Item #9 Consider authorizing the City Administrator to execute the Community Development Enhancement Proposal for the City of Westminster with MPA Strategies in the amount of \$950/month for six months to be paid from the Hospitality Tax Fund (\$5,700 total)

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

To kick start a number of the priorities identified by the City Council as part of the 2021 City Priorities, the Community Development Enhancement Proposal for the City of Westminster with MPA Strategies is presented for Council consideration.

As noted on the proposed contract, the scope of services to be provided are:

- 1) Custom Content & Collateral**
 - A. Customized content creation to enhance and promote the community, parks, greenspaces, and local businesses. Collateral will be owned by Client.
 - B. Design City E-Newsletter
 - C. Custom Graphics for City
- 2) Procurement**
 - A. Monthly Procurement Newsletter
 - B. Grant Writing for Selected Projects
- 3) Public/Media Relations**
 - A. Up to two media releases per month to enhance the perception of and educate the public about all that the City has to offer.
 - B. Coordination with local media to share information with citizens and bring more visitors to the City.

The contract price of \$950 per month, can be paid for from the Hospitality Tax budget, the total amount for the six-month contract period is \$5,700. The intent of a six-month period is to provide a long enough time for MPA to demonstrate their ability to promote and enhance Westminster yet not lock the City into a long term contract. If, at the conclusion of the six-month period, the City would like to extend the contract, either an extension can be considered or a new contract can be developed.

For the grant component of the work MPA Strategies will conduct under this proposal, the fee is paid a) through the grant, b) as a part of the grant match or c) as a set alone fee. Some grants the City may be eligible to apply, may require the grant fee or grant match to be paid out of funds other than the Hospitality Tax fund. As those expenses arise, the Council will be asked to appropriate the funds as required by City Ordinance.

Staff recommends approval.

Council Motion for consideration:

I move to approve authorizing the City Administrator to execute the Community Development Enhancement Proposal for the City of Westminster with MPA Strategies in the amount of \$950/month for six months to be paid from the Hospitality Tax Fund (\$5,700 total)



2025 State Street, Cayce, South Carolina 29033
www.mpastrategies.com

Community Development Enhancement Proposal for the City of Westminster

This proposal is in consideration of the community development enhancement services to be rendered by MPA Strategies and MPA staff (hereinafter “Consultant”) to the City of Westminster (hereinafter “Client.”)

Services: During the term of this agreement, Consultant agrees to perform the following services for Client:

1) Custom Content & Collateral

Customized content creation to enhance and promote the community, parks, greenspaces, and local businesses. Collateral will be owned by Client.

Design City E-Newsletter

Custom Graphics for City

2) Procurement

Monthly Procurement Newsletter

Grant Writing for Selected Projects

3) Public/Media Relations

Up to two media releases per month to enhance the perception of and educate the public about all that the City has to offer.

Coordination with local media to share information with citizens and bring more visitors to the City.

Compensation: Client agrees to pay Consultant a monthly fee for services in the amount of \$950.00 by the 15th of each month. The compensation and services can be renegotiated at any time with agreement from both parties.

Period of Services: Upon approval through June 31, 2021. After 6 months, parties agree to reassess terms of agreement.

**MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Via ZOOM
Tuesday, January 19, 2021**

The City Council of the City of Westminster met in a regular scheduled meeting via Zoom on Tuesday, January 19, 2021 at 6:00 pm 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
Fire Chief, Michael Smith
City Attorney, Andrew Holliday
Members of the public and press

Notice of the meeting and the agenda was posted on 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. Cater led the Council in the invocation.

Certification of Quorum

The City Clerk certified a quorum.

Public Comments

There were no public comments.

Old Business

1. Second Reading of Ordinance 2021-01-19-01: Property Lease with Oconee County (Chau Ram)

Upon a motion by Mr. Cater and seconded by Mr. Adams, the motion **to conduct the 2nd reading of ordinance 2021-01-19-01** passed unanimously.

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

2. Recommendation from the Westminster Planning Commission to rezone tax map #530-16-13-020, 215 Lucky Street from R20 (One Family Residential) to MFR (Multi Family Residential)

Mr. Bronson informed Council that on December 29, 2020 the Westminster Planning Commission conducted a public hearing for the consideration of a rezoning request for 215 Lucky St. The request was submitted by Holly and Nathaniel Douglas to rezone the property (tax map #530-16-13-020) from R20 (One-Family District) to MFR (Multi Family Residential). This property is the former dentist office.

There were no public comments at the hearing. Mr. Adams asked staff to verify the number of letters that were mailed to nearby property owners.

Mrs. Douglas stated that she is planning to have two apartments in the building, a three bedroom upstairs and a one bedroom downstairs. She stated that in the future they may want to convert the detached garage into a studio apartment.

Staff was directed to determine if there was enough land to qualify for what she has planned.

Upon a motion by Mr. Mefleh and seconded by Mr. Cater, the motion ***to conduct the first reading of the request to rezone tax map #530-16-13-020 in name only*** passed unanimously.

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

New Business

1. Consider Proposed AT&T Joint Use Agreement

Mr. Bronson stated that Mr. Fender with Local Government Services has negotiated the attached General Agreement for Joint 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 was ask Mr. Fender if the City will be billed for the full amount since Northland Cable's agreement has already renewed and cannot be renegotiated until 2024.

Upon a motion by Mr. Adams and seconded by Mr. Mefleh, the motion ***to approve the General Agreement for Joint Use Poles with AT&T and authorize the City Administrator to execute the agreement*** passed unanimously.

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

2. Consideration of the FY2021-2022 Budget Calendar

Upon a motion by Mr. Duncan and seconded by Mr. Mefleh, the motion ***to adopt the FY2021-2022 Budget Calendar*** passed unanimously.

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

3. Water/Sewer Line Extension Policy Discussion

Mr. Bronson stated that 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.

Council had no objections to proceeding with developing a policy.

Routine Business

1. Upon a motion by Mr. Adams and seconded by Mr. Duncan, the motion **to approve the December 10th, 2020 meeting minutes** passed unanimously.
2. Election of Mayor Pro Tem

Upon a motion by Mr. Chastain and seconded by Mr. Adams, the motion **to nominate Danny Duncan as the 2021 Mayor Pro Tem** passed unanimously.

3. Comments from the Utility Director
 - a. Mr. Baker updated Council on the Electric, Water, Sewer and Water Plant Departments. Mr. Baker stated that the sewer project at Beacon began on January 11. Also, that 80% of the tree trimming is complete which has reduced the outages. The new tanks at the water plant have been installed and are working.
 - b. Mr. Baker stated that there is a meeting with DHEC concerning the Sanitary Survey on March 24. Mr. Baker stated that we are much better off where we were with documenting water issues. They have been working on getting a lot of requested documentation to DHEC.
4. Comments from the City Administrator
 - a. Mr. Bronson informed Council that he and Leigh have been working on the proposed use of an employee doing tree trimming instead of a contractor. They will come back during budget time with a proposal for Council.
 - b. Mr. Bronson stated that he has been in contact with JDavis Construction concerning Retreat Street Park. Unfortunately, the mobilization cost for JDavis Construction is high and therefore the price tag for the project exceeds the budgeted amount that Council set forth. Therefore, he has contacted another local contractor to get a bid and he also proposed to Council the use of current staff to do the work. He proposed using 4 to 5 employees and paying them overtime. Mr. Duncan asked Mr. Bronson to reach out to Swing O Things on Long Creek Hwy to see what they would charge for building the stage area.
 - c. Mr. Bronson reminded Council that Walhalla cancelled the contract with us concerning the shared use of a Codes Enforcement Officer. Mr. Bronson will be meeting with the Walhalla City Administrator, Mr. Taylor and will update Council at the next meeting.
5. Comments from Mayor and Council
 - a. Mayor Ramey stated that he had a nomination for the vacancy on the Planning Commission Board, Mr. Drew Holbrooks. Mr. Adams stated that he had been told that Truman Holbrooks has also agreed to serve.

Upon a motion by Mayor Ramey and seconded by Mr. Mefleh, the motion **to nominate Drew Holbrooks to the Planning Commission Board** failed with a 3 to 4 vote with Mr. Adams, Mr. Chastain, Mr. Cater and Mr. Duncan all voting no.

Member	Motion	Vote
Ramey	Motion	Yes
Cater		No
Adams		No
Chastain		No
Duncan		No
Mefleh	Second	Yes
Powell		Yes

Upon a motion by Mr. Duncan and seconded by Mr. Cater, the motion **to nominate Truman Holbrooks to the Planning Commission Board** passed with a 5 to 2 vote with Mayor Ramey and Mr. Powell both voting no.

Member	Motion	Vote
Ramey		No
Cater	Second	Yes
Adams		Yes
Chastain		Yes
Duncan	Motion	Yes
Mefleh		Yes
Powell		No

- b. Mayor Ramey asked for an update on the handrails on Main Street. Mr. Bronson stated that he is working with Mr. Sammy Dickson on obtaining CFunds for the project.
- c. Mayor Ramey stated that there is a shortage of blood and he has spoken with Mr. Poole about having a blood drive at the gym. Council had no issues with proceeding as long as COVID protocols are followed.
- d. Mr. Duncan stated that the Hubbard family is interested in the property the city owns behind Owens field. The old practice field backs up to their property and they would like to purchase it if the City is willing to sell. Mr. Duncan and staff will walk the property and report back to Council.

Executive Session

Upon a motion by Mayor Ramey and seconded by Mr. Duncan, the motion **to enter into executive session**

1. 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

2. 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

Passed unanimously.

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

Adjourn

Upon a motion by Mr. Cater and seconded by Mr. Chastain, the motion ***to exit executive*** passed unanimously.

Upon a motion by Mr. Cater and seconded by Mr. Chastain, the motion ***to adjourn the meeting with no further action being taken*** passed unanimously.

(Minutes prepared by Jennifer Adams)

Mayor Brian Ramey

Date

Revenue Report

Level 3 Summary for February 2021

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	\$630,300.00	\$0.00	\$630,300.00	\$0.00	0	\$144,038.39	23	\$486,261.61
00401 Intergovenmental Rev	\$60,000.00	\$0.00	\$60,000.00	\$0.00	0	\$51,232.22	85	\$8,767.78
00402 License, Permits, & Fees	\$335,742.00	\$0.00	\$335,742.00	\$2,406.02	1	\$93,485.10	28	\$242,256.90
00404 Pymt In Lieu Of Tax & Fran Fee	\$553,606.00	\$0.00	\$553,606.00	\$81,791.26	15	\$372,904.14	67	\$180,701.86
00405 Interest Income	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
00406 Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 Miscellaneous & Other	\$17,285.00	\$0.00	\$17,285.00	\$350.00	2	\$12,313.45	71	\$4,971.55
Total ADMINISTRATION	\$1,597,933.00	\$0.00	\$1,597,933.00	\$84,547.28	5	\$673,973.30	42	\$923,959.70
200 FIRE DEPARTMENT								
00401 Intergovenmental Rev	\$285,000.00	\$0.00	\$285,000.00	\$0.00	0	\$285,000.00	100	\$0.00
00405 Interest Income	\$200.00	\$0.00	\$200.00	\$0.00	0	\$66.45	33	\$133.55
00406 Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 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	\$285,071.45	100	\$428.55
300 POLICE								
00403 Fines & Forfeitures	\$43,000.00	\$0.00	\$43,000.00	\$0.00	0	\$16,929.59	39	\$26,070.41
00405 Interest Income	\$3.00	\$0.00	\$3.00	\$0.00	0	\$4.94	165	(\$1.94)
00406 Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 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	\$0.00	0	\$24,046.53	54	\$20,456.47
500 CODES								
00402 License, Permits, & Fees	\$350.00	\$0.00	\$350.00	\$0.00	0	\$255.00	73	\$95.00
00403 Fines & Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total CODES	\$350.00	\$0.00	\$350.00	\$0.00	0	\$255.00	73	\$95.00
600 PUBLIC WORKS								
00407 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
700 NON DEPARTMENTAL								
00405 Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 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	\$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	\$84,547.28	4	\$1,033,346.28	51	\$1,000,939.72

020 UTILITY DEPT. GENERAL FUND
150 UTILITY ADMINISTRATION

City Of Westminster
Revenue Report

Level 3 Summary for February 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	\$500.00	\$0.00	\$500.00	\$0.00	0	\$278.26	56	\$221.74
00407 Miscellaneous & Other	\$496,768.00	\$0.00	\$496,768.00	\$25,921.00	5	\$301,753.51	61	\$195,014.49
00412 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	\$25,921.00	5	\$302,031.77	59	\$210,661.23
250 ELECTRIC								
00407 Miscellaneous & Other	\$5,400.00	\$0.00	\$5,400.00	\$386.00	7	\$6,702.40	124	(\$1,302.40)
00408 Electric	\$4,112,200.00	\$0.00	\$4,112,200.00	\$349,577.64	9	\$2,590,952.07	63	\$1,521,247.93
Total ELECTRIC	\$4,117,600.00	\$0.00	\$4,117,600.00	\$349,963.64	8	\$2,597,654.47	63	\$1,519,945.53
350 WATER								
00407 Miscellaneous & Other	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$3,844.09	192	(\$1,844.09)
00409 Water	\$1,889,932.00	\$0.00	\$1,889,932.00	\$169,632.84	9	\$1,358,182.25	72	\$531,749.75
00411 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	\$169,632.84	9	\$1,362,026.34	72	\$529,905.66
450 SEWER								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00410 Sewer	\$622,000.00	\$0.00	\$622,000.00	\$57,387.40	9	\$434,376.21	70	\$187,623.79
Total SEWER	\$622,000.00	\$0.00	\$622,000.00	\$57,387.40	9	\$434,376.21	70	\$187,623.79
550 WATER PLANT								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,525.01	0	(\$8,525.01)
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	\$602,904.88	8	\$4,704,613.80	66	\$2,439,611.20

030 SOLID WASTE
900 SOLID WASTE

City Of Westminster
Revenue Report

Level 3 Summary for February 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	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 Miscellaneous & Other	\$448,592.00	\$0.00	\$448,592.00	\$32,324.18	7	\$261,808.44	58	\$186,783.56
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$32,324.18	7	\$261,808.44	58	\$186,783.56
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$32,324.18	7	\$261,808.44	58	\$186,783.56

040 FIRE DEPARTMENT 1% FUND
004 REVENUE

City Of Westminster
Revenue Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
040 FIRE DEPARTMENT 1% FUND								
004 REVENUE								
00407 Miscellaneous & Other	\$14,500.00	\$0.00	\$14,500.00	\$0.00	0	\$12,378.64	85	\$2,121.36
Total REVENUE	\$14,500.00	\$0.00	\$14,500.00	\$0.00	0	\$12,378.64	85	\$2,121.36
Total FIRE DEPARTMENT 1% FUND	\$14,500.00	\$0.00	\$14,500.00	\$0.00	0	\$12,378.64	85	\$2,121.36

050 YOUTH RECREATION FUND
400 RECREATION

City Of Westminster
Revenue Report

Level 3 Summary for February 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 Intergovernmental Rev	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$0.00	0	\$30,000.00
00402 License, Permits, & Fees	\$162,500.00	\$0.00	\$162,500.00	\$6,357.50	4	\$53,501.50	33	\$108,998.50
00405 Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 Grant Income	\$21,500.00	\$0.00	\$21,500.00	\$0.00	0	\$4,320.00	20	\$17,180.00
00407 Miscellaneous & Other	\$226,991.00	\$0.00	\$226,991.00	\$0.00	0	\$143,300.17	63	\$83,690.83
Total RECREATION	\$440,991.00	\$0.00	\$440,991.00	\$6,357.50	1	\$201,121.67	46	\$239,869.33
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$440,991.00	\$6,357.50	1	\$201,121.67	46	\$239,869.33

**060 LOCAL DEVELOPMENT CORP
700 NON DEPARTMENTAL**

**City Of Westminster
Revenue Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
060 LOCAL DEVELOPMENT CORP								
700 NON DEPARTMENTAL								
00407 Miscellaneous & Other	\$16,500.00	\$0.00	\$16,500.00	\$0.00	0	\$8.28	0	\$16,491.72
Total NON DEPARTMENTAL	\$16,500.00	\$0.00	\$16,500.00	\$0.00	0	\$8.28	0	\$16,491.72
Total LOCAL DEVELOPMENT CORP	\$16,500.00	\$0.00	\$16,500.00	\$0.00	0	\$8.28	0	\$16,491.72

**080 HOSPITALITY FUND
700 NON DEPARTMENTAL**

**City Of Westminster
Revenue Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
080 HOSPITALITY FUND								
700 NON DEPARTMENTAL								
00407 Miscellaneous & Other	\$140,000.00	\$0.00	\$140,000.00	\$2,524.12	2	\$93,764.96	67	\$46,235.04
Total NON DEPARTMENTAL	\$140,000.00	\$0.00	\$140,000.00	\$2,524.12	2	\$93,764.96	67	\$46,235.04
Total HOSPITALITY FUND	\$140,000.00	\$0.00	\$140,000.00	\$2,524.12	2	\$93,764.96	67	\$46,235.04

**090 LOCAL ACCOMMODATION
700 NON DEPARTMENTAL**

**City Of Westminster
Revenue Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
090 LOCAL ACCOMMODATION								
700 NON DEPARTMENTAL								
00401 Intergovernmental Rev	\$4,000.00	\$0.00	\$4,000.00	\$0.00	0	\$0.00	0	\$4,000.00
00407 Miscellaneous & Other	\$2,300.00	\$0.00	\$2,300.00	\$0.00	0	\$1,201.53	52	\$1,098.47
Total NON DEPARTMENTAL	\$6,300.00	\$0.00	\$6,300.00	\$0.00	0	\$1,201.53	19	\$5,098.47
Total LOCAL ACCOMMODATION	\$6,300.00	\$0.00	\$6,300.00	\$0.00	0	\$1,201.53	19	\$5,098.47

101 NO DESCRIPTION FOUND
004 REVENUE

City Of Westminster
Revenue Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
101 NO DESCRIPTION FOUND								
004 REVENUE								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

202 NO DESCRIPTION FOUND
300 POLICE

City Of Westminster
Revenue Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
202 NO DESCRIPTION FOUND								
300 POLICE								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total POLICE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
TOTAL ALL FUNDS	\$10,245,394.00	\$0.00	\$10,245,394.00	\$728,657.96	7	\$6,308,243.60	62	\$3,937,150.40

010 CITY GENERAL FUND		Expenditure Report						City Of Westminster	
100 ADMINISTRATION		Level 3 Summary for February 2021						Page 1 of 11	
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	\$151,395.00	\$0.00	\$5,937.37	4	\$121,458.68	80	\$0.00	\$29,936.32	20
00200 Commodities	\$14,150.00	\$0.00	\$137.80	1	\$10,694.91	76	\$0.00	\$3,455.09	24
00300 Contractual Services	\$251,850.00	\$0.00	\$5,587.28	2	\$69,489.71	28	\$0.00	\$182,360.29	72
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total ADMINISTRATION	\$417,395.00	\$0.00	\$11,662.45	3	\$201,643.30	48	\$0.00	\$215,751.70	52
200 FIRE DEPARTMENT									
00100 Personal Services	\$332,177.00	\$0.00	\$13,731.55	4	\$188,890.49	57	\$0.00	\$143,286.51	43
00200 Commodities	\$40,837.00	\$0.00	\$1,903.21	5	\$9,195.36	23	\$685.80	\$30,955.84	76
00300 Contractual Services	\$88,575.00	\$0.00	\$843.00	1	\$34,703.95	39	\$985.12	\$52,885.93	60
00600 Capital Outlay	\$9,275.00	\$0.00	\$2,562.20	28	\$2,562.20	28	\$0.00	\$6,712.80	72
00700 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	\$19,039.96	4	\$235,352.00	50	\$1,670.92	\$233,841.08	50
300 POLICE									
00100 Personal Services	\$587,607.00	\$0.00	\$18,782.76	3	\$311,204.23	53	\$0.00	\$276,402.77	47
00200 Commodities	\$68,000.00	\$0.00	\$2,554.17	4	\$29,637.98	44	\$3,106.09	\$35,255.93	52
00300 Contractual Services	\$42,587.00	\$0.00	\$361.00	1	\$17,745.00	42	\$3,000.00	\$21,842.00	51
00600 Capital Outlay	\$2,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,400.00	100
00700 Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total POLICE	\$700,594.00	\$0.00	\$21,697.93	3	\$358,587.21	51	\$6,106.09	\$335,900.70	48
400 RECREATION									
00600 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	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 Commodities	\$2,850.00	\$0.00	\$42.86	2	\$537.18	19	\$0.00	\$2,312.82	81
00300 Contractual Services	\$28,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$28,000.00	100
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total CODES	\$30,850.00	\$0.00	\$42.86	0	\$537.18	2	\$0.00	\$30,312.82	98
600 PUBLIC WORKS									
00100 Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 Commodities	\$15,400.00	\$0.00	\$117.07	1	\$8,509.33	55	\$694.62	\$6,196.05	40
00300 Contractual Services	\$74,800.00	\$0.00	\$3,197.33	4	\$36,600.30	49	\$18,701.00	\$19,498.70	26
00600 Capital Outlay	\$50,000.00	\$0.00	\$707.09	1	\$18,457.04	37	\$0.00	\$31,542.96	63
00700 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	\$4,021.49	3	\$63,566.67	45	\$19,395.62	\$57,237.71	41
700 NON DEPARTMENTAL									
00200 Commodities	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
00300 Contractual Services	\$273,883.00	\$0.00	\$0.00	0	\$140,618.25	51	\$46,872.75	\$86,392.00	32
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

**010 CITY GENERAL FUND
700 NON DEPARTMENTAL**

**City Of Westminster
Expenditure Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total NON DEPARTMENTAL	\$274,383.00	\$0.00	\$0.00	0	\$140,618.25	51	\$46,872.75	\$86,892.00	32
800 POOL									
00100 Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 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	\$56,464.69	3	\$1,000,304.61	49	\$74,045.38	\$959,936.01	47

020 UTILITY DEPT. GENERAL FUND
150 UTILITY ADMINISTRATION

City Of Westminster
Expenditure Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
020 UTILITY DEPT. GENERAL FUND									
150 UTILITY ADMINISTRATION									
00100 Personal Services	\$289,227.00	\$0.00	\$11,441.46	4	\$111,020.55	38	\$0.00	\$178,206.45	62
00200 Commodities	\$46,200.00	\$0.00	\$636.69	1	\$31,463.25	68	\$0.00	\$14,736.75	32
00300 Contractual Services	\$714,506.00	\$0.00	\$42,466.36	6	\$400,069.58	56	\$165,035.36	\$149,401.06	21
00600 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	\$54,544.51	5	\$542,553.38	50	\$192,584.36	\$344,795.26	32
250 ELECTRIC									
00100 Personal Services	\$291,665.00	\$0.00	\$12,556.42	4	\$173,634.08	60	\$0.00	\$118,030.92	40
00200 Commodities	\$233,900.00	(\$25,000.00)	\$9,232.67	4	\$85,087.46	41	\$12,421.92	\$111,390.62	53
00300 Contractual Services	\$2,559,087.00	\$75,000.00	\$17,254.34	1	\$1,235,183.96	47	\$1,166.66	\$1,397,736.38	53
00600 Capital Outlay	\$480,690.00	(\$50,000.00)	\$37,280.10	9	\$280,037.26	65	\$178,949.52	(\$28,296.78)	(7)
Total ELECTRIC	\$3,565,342.00	\$0.00	\$76,323.53	2	\$1,773,942.76	50	\$192,538.10	\$1,598,861.14	45
350 WATER									
00100 Personal Services	\$218,928.00	\$0.00	\$10,171.78	5	\$137,192.96	63	\$0.00	\$81,735.04	37
00200 Commodities	\$194,750.00	\$0.00	\$4,434.84	2	\$130,656.17	67	\$1,318.16	\$62,775.67	32
00300 Contractual Services	\$179,500.00	\$0.00	\$1,858.37	1	\$121,565.59	68	\$13,583.73	\$44,350.68	25
00600 Capital Outlay	\$15,425.00	\$0.00	\$0.00	0	\$0.00	0	\$7,250.00	\$8,175.00	53
00700 Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total WATER	\$608,603.00	\$0.00	\$16,464.99	3	\$389,414.72	64	\$22,151.89	\$197,036.39	32
450 SEWER									
00100 Personal Services	\$150,543.00	\$0.00	\$5,639.30	4	\$94,177.60	63	\$0.00	\$56,365.40	37
00200 Commodities	\$48,400.00	\$0.00	\$1,939.20	4	\$25,415.52	53	\$0.00	\$22,984.48	47
00300 Contractual Services	\$621,300.00	\$0.00	\$38,962.03	6	\$302,491.77	49	\$288,336.88	\$30,471.35	5
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total SEWER	\$820,243.00	\$0.00	\$46,540.53	6	\$422,084.89	51	\$288,336.88	\$109,821.23	13
550 WATER PLANT									
00100 Personal Services	\$240,228.00	\$0.00	\$7,873.85	3	\$120,719.14	50	\$0.00	\$119,508.86	50
00200 Commodities	\$87,523.00	\$0.00	\$6,708.72	8	\$48,937.97	56	\$5,191.88	\$33,393.15	38
00300 Contractual Services	\$439,639.00	\$0.00	\$14,647.10	3	\$299,715.69	68	\$37,170.12	\$102,753.19	23
00600 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	\$29,229.67	4	\$488,826.95	64	\$61,817.00	\$216,746.05	28
650 NON DEPARTMENTAL									
00700 Debt Service	\$302,714.00	\$0.00	\$0.00	0	\$176,582.77	58	\$0.00	\$126,131.23	42
Total NON DEPARTMENTAL	\$302,714.00	\$0.00	\$0.00	0	\$176,582.77	58	\$0.00	\$126,131.23	42
700 NON DEPARTMENTAL									
00300 Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 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	\$223,103.23	3	\$3,793,405.47	53	\$757,428.23	\$2,593,391.30	36

030 SOLID WASTE
005 EXPENSE

City Of Westminster
Expenditure Report

Level 3 Summary for February 2021

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	\$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	\$243,618.00	\$0.00	\$10,496.05	4	\$147,072.42	60	\$0.00	\$96,545.58	40
00200 Commodities	\$105,854.00	\$0.00	\$6,707.36	6	\$38,975.63	37	\$622.90	\$66,255.47	63
00300 Contractual Services	\$35,850.00	\$0.00	\$775.25	2	\$7,321.12	20	\$370.37	\$28,158.51	79
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00700 Debt Service	\$63,270.00	\$0.00	\$0.00	0	\$31,201.81	49	\$0.00	\$32,068.19	51
Total SOLID WASTE	\$448,592.00	\$0.00	\$17,978.66	4	\$224,570.98	50	\$993.27	\$223,027.75	50
Total SOLID WASTE	\$448,592.00	\$0.00	\$17,978.66	4	\$224,570.98	50	\$993.27	\$223,027.75	50

040 FIRE DEPARTMENT 1% FUND
005 EXPENSE

City Of Westminster
Expenditure Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
040 FIRE DEPARTMENT 1% FUND									
005 EXPENSE									
00515 Expense	\$14,500.00	\$0.00	\$0.00	0	\$1,454.60	10	\$0.00	\$13,045.40	90
Total EXPENSE	\$14,500.00	\$0.00	\$0.00	0	\$1,454.60	10	\$0.00	\$13,045.40	90
Total FIRE DEPARTMENT 1% FUND	\$14,500.00	\$0.00	\$0.00	0	\$1,454.60	10	\$0.00	\$13,045.40	90

050 YOUTH RECREATION FUND
400 RECREATION

City Of Westminster
Expenditure Report

Level 3 Summary for February 2021

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	\$171,832.00	\$0.00	\$6,077.53	4	\$92,084.71	54	\$0.00	\$79,747.29	46
00200 Commodities	\$61,800.00	\$0.00	\$314.94	1	\$17,461.00	28	\$550.26	\$43,788.74	71
00300 Contractual Services	\$185,859.00	\$0.00	\$4,227.87	2	\$61,124.88	33	\$19,250.50	\$105,483.62	57
00600 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	\$10,620.34	2	\$170,670.59	39	\$19,800.76	\$250,519.65	57
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$10,620.34	2	\$170,670.59	39	\$19,800.76	\$250,519.65	57

**060 LOCAL DEVELOPMENT CORP
700 NON DEPARTMENTAL**

**City Of Westminster
Expenditure Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
060 LOCAL DEVELOPMENT CORP									
700 NON DEPARTMENTAL									
00300 Contractual Services	\$16,500.00	\$0.00	\$0.00	0	\$7,900.00	48	\$0.00	\$8,600.00	52
Total NON DEPARTMENTAL	\$16,500.00	\$0.00	\$0.00	0	\$7,900.00	48	\$0.00	\$8,600.00	52
Total LOCAL DEVELOPMENT CORP	\$16,500.00	\$0.00	\$0.00	0	\$7,900.00	48	\$0.00	\$8,600.00	52

**080 HOSPITALITY FUND
700 NON DEPARTMENTAL**

**City Of Westminster
Expenditure Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
080 HOSPITALITY FUND									
700 NON DEPARTMENTAL									
00300 Contractual Services	\$140,000.00	\$0.00	\$0.00	0	\$55,825.00	40	\$0.00	\$84,175.00	60
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$163,277.68	0	\$0.00	(\$163,277.68)	0
00800 Other	\$0.00	\$0.00	\$0.00	0	\$18,600.00	0	\$0.00	(\$18,600.00)	0
Total NON DEPARTMENTAL	\$140,000.00	\$0.00	\$0.00	0	\$237,702.68	170	\$0.00	(\$97,702.68)	(70)
Total HOSPITALITY FUND	\$140,000.00	\$0.00	\$0.00	0	\$237,702.68	170	\$0.00	(\$97,702.68)	(70)

**090 LOCAL ACCOMMODATION
700 NON DEPARTMENTAL**

**City Of Westminster
Expenditure Report**

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
090 LOCAL ACCOMMODATION									
700 NON DEPARTMENTAL									
00300 Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 Other	\$6,300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,300.00	100
Total NON DEPARTMENTAL	\$6,300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,300.00	100
Total LOCAL ACCOMMODATION	\$6,300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,300.00	100

101 NO DESCRIPTION FOUND
005 EXPENSE

City Of Westminster
Expenditure Report

Level 3 Summary for February 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
101 NO DESCRIPTION FOUND									
005 EXPENSE									
00515 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
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

202 NO DESCRIPTION FOUND
300 POLICE

City Of Westminster

Level 3 Summary for February 2021									
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
202 NO DESCRIPTION FOUND									
300 POLICE									
00300 Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total POLICE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
TOTAL ALL FUNDS	\$10,245,394.00	\$0.00	\$308,166.92	3	\$5,436,008.93	53	\$852,267.64	\$3,957,117.43	39

Level 3 Summary for February 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 3 single space
Adjusted Budget Column N

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

Period 08
System Date 2/12/2021
System Time 12:58:34 pm
Print Date 2/12/2021
Print Time 12:58:39 pm
Run by JDA
Print ID 381
System version 7.1.21
Export APGLXP17
Export version VM-07110002



DATE: 02-11-2021

To: City Council

From: Micheal Smith, Fire Chief

Subject: January Monthly Westminster Fire Department Report

Calls Run

City Calls: 22

County Calls: 19

Mutual Aid Given: 6

Daytime Calls: 30

Night calls: 11

Structure Fires in City: 2

Structure Fires in County: 1

Total Calls for November: 41

Inspections

Inspections Completed: 5

Re-Inspections Completed 1

Pre-Fire Plans Completed: 2

Rental Inspections: 3

Smoke Detectors Installed 2

**** I have been conducting inspections as needed along with rental inspections. While Lt. Bob Jones is out on medical.

Fire Prevention

Fire Prevention Events Attended:

Fire Prevention Events Scheduled:

General Information

*****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.

*****We currently have a position open within the fire department. Lt. Jones is no longer with us for medical reasons.



Gateway to the Mountain Lakes Region

Date: 02/12/2021

To: City Council

From: R Jones

Subject: January 12, 2021- February 12, 2021, Westminster Police Department Monthly Report

Calls for Service	360
Warrants Obtained	20
Vehicle Accidents	2
Building Checks	315 (leaving door card)
Warning Tickets	9
Citation Tickets	39
Search Warrant	2

Officer Dale Glymph graduated the SCCJA on 01/22/2021

Student Justice Lee is reporting to the SCCJA on 02/21/21

Oconee First Steps/ Farm to Table food Distribution on 02/05/2020 was a success.

Westminster PD Risk Management Assessment completed 02/10/2021

The building behind the PD used for storage, is undergoing transformation into a training facility. We will host in service as well as SCCJA approved/advanced training.

Started process to identify and post unused city equipment on GovDeals auction on 2/01/2021
(auction ends on 02/12/2021)



2/12/21

To: City Council

From: Todd Barnett

Subject: February Monthly Solid Waste Report

The solid waste department has been continuing to pick up brush from the tree trimmers along with our other normal duties. We have been trying to get overpasses cleaned and painted as the weather will allow us to. If you have and questions give me a call.

Thank you,

Todd Barnett