

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING
TUESDAY, April 20, 2021 @ 6:00 PM

Westminster Fire Department
216 Emergency Lane

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-25 (Single-Family Residential) to R15 (Single-Family Residential) Tax Map #530-06-05-001, 106 Simpson Street
2. Second Reading of an Ordinance to Rezone a Certain Parcel in the City of Westminster From GR (General Residential) to R-15 (Single-Family Residential) Tax Map #530-21-05-006, 112 West Oak Hwy

New Business

3. First Reading of an Ordinance Amending Provisions Of The Code Of Ordinances Of The City Of Westminster Requiring The Execution Of An Annexation Covenant In Order For Properties Located Outside Of The City To Connect To The City's Utility Services, And Other Matters Related Thereto.
4. Back-up generator grant
5. Consider bid for water replacement line in the Beacon Mill area – part of the Beacon Mill sewer rehab project
6. SCDHEC Sanitary survey of the water system
7. Public Defender Agreement
8. Review SCDOT roadway transfer option for Main Street
9. Riley Street – Plan to demolition
10. Westminster Special Events Committee

Routine Business

11. Approval of the January 26, 2021 Priority Setting Workshop minutes, the February 16, 2021 Budget Workshop minutes and the February 16, 2021 regular meeting minutes
12. Comments from Utility Director
 - a. Utility Department Update
 - b. Other

13. Comments from City Administrator

a. Other

14. Comments from the Mayor and Council

15. Executive Session for the purpose of 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 a claim pursuant to S.C. Code Ann. 34-4-70(2) (*SCDHEC Consent order for sewer collection system*)

(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

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2021-04-20-01

CITY OF WESTMINSTER)

AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM R-25 (ONE-FAMILY RESIDENTIAL) TO R-15 (ONE-FAMILY RESIDENTIAL).

WHEREAS, certain property in the City of Westminster on Simpson Street and further identified by Oconee County Tax # 530-06-05-001 is currently owned by Mr. Harold Knight of Westminster, and

WHEREAS, Mr. Harold Knight has applied as agent to have this lot rezoned from R-25 One-Family Residential to R-15 One-Family Residential in order that he be given the flexibility to subdivide the property and build additional homes on the site, and

WHEREAS, the property is currently zoned as R-25, zoning classification that requires a larger lot sizes and Mr. Knight is requesting a smaller lot size in order to construct up to three additional homes, and

WHEREAS, the property surrounding the site is occupied and zoned 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 found that the rezoning request did comply with the Comprehensive Plan for the City of Westminster, and

WHEREAS, the Planning Commission voted to recommend to the City Council that the property be rezoned from R-25 to R-15, 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 # # 530-06-05-001 be rezoned from R-25 Single-Family Residential to R-15 Single-Family Residential.

APPROVED, this 20th day of April, 2021

Brian Ramey, Mayor

First Reading: March 16th, 2021

Jennifer Adams, City Clerk

Second Reading: April 20th, 2021

Reviewed by City Attorney and approved as to form:

Andrew Holliday, City Attorney

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2021-04-20-02

CITY OF WESTMINSTER)

AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM GR (GENERAL RESIDENTIAL) TO R-15 (ONE-FAMILY RESIDENTIAL).

WHEREAS, certain property in the City of Westminster located at 112 West Oak Hwy and further identified by Oconee County Tax # 530-21-05-006 is currently owned by Mr. Bob Ayers of Westminster, and

WHEREAS, Mr. Ayers has applied as agent to have this lot rezoned from GR General Residential to R-15 One-Family Residential in order that he be given the flexibility to sell the property in order to subdivide the property and build two homes on the site, and

WHEREAS, the property surrounding the site is occupied and zoned 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 found that the rezoning request did comply with the Comprehensive Plan for the City of Westminster, and

WHEREAS, the Planning Commission voted to recommend to the City Council that the property be rezoned from GR to R-15, 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 # # 530-21-05-006 be rezoned from GR General Residential to R-15 Single-Family Residential.

APPROVED, this 20th day of April, 2021

Brian Ramey, Mayor

First Reading: March 16th, 2021

Jennifer Adams, City Clerk

Second Reading: April 20th, 2021

Reviewed by City Attorney and approved as to form:

Andrew Holliday, City Attorney



**Agenda Item #3 An Ordinance and Accompanying Documents to Require Annexation
Covenant for Utility Services**

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

At the January 6, 2021 City Council meeting, City Council discussed revising the Westminster Utility Service Agreement to include requiring new agreements to have an annexation agreement/covenant provision.

The City legal team developed the attached Ordinance, Declaration of Annexation Covenant and Customer Service Agreement for Council's consideration.

This ordinance will be useful in growing the city boundaries over time, adding to the overall strength of the city.

Staff is aware of past challenges with other ordinances of this type and will endeavor to make the application of the provisions of this ordinance citizen friendly.

Council Motion for consideration:

I move approve the ordinance amending provisions of the code of ordinances of the City of Westminster requiring the execution of an annexation covenant in order for properties located outside of the city to connect to the city's utility services, and other matters related thereto.



Application for Service/Customer Agreement

Date of Application ___/___/20___

I hereby make application for the following described service (electricity, water, or sewer) to be turned on at _____

I hereby tender to the City of Westminster the sum of \$ _____ (+ a \$25 service fee) to ensure payment of any bills for electricity, water, or sewer which may be consumed or used by or through such outlets at the above address, whether used by me, or us, or others, and that such deposit may be applied to any final bills for electricity, water, or sewer.

Name: _____
SSN/Tax ID: _____
DL/ID#: _____
Phone #: _____
DOB: _____

Read and initial the following, then sign below on the Applicant Signature line:

____ I do hereby that monthly utility bills are due as indicated on the respective bills. I, or we, understand that I, or we, should not tamper with any City metering, equipment, or other facilities and that any attempt to bypass or otherwise defeat the metering devices will result in prosecution under the laws of the State of South Carolina.

____ I further understand that payment by any check that may be returned by the banking institution for non-sufficient funds or a closed account may result in a prompt disconnection of utilities without additional notification from the City. I understand that should my services be disconnected, whether for non-payment or at my request, I, or we, am/are responsible for all reasonable expenses incurred in the collection efforts including attorney fees, court costs, and/or collection fees.

____ I further understand that my initial deposit may be increased according to my payment history and an assessment of the associated risk for non-payment.

____ I understand that to the extent my property is not inside the City limits I am required to enter into an Annexation Covenant with the City and I will sign any and every annexation petition which relates to my property.

____ I understand that I am responsible for the metering device in accordance with City Code 50.02, inclusive.

____ I have read the above disclosure and understand it as it is written and acknowledge copy of the same.

(Applicant's Signature) This _____ day of _____ 202____

Loc # _____ Acct# _____

STATE OF SOUTH CAROLINA	)	
	)	DECLARATION OF ANNEXATION
COUNTY OF OCONEE	)	COVENANT
	)	
CITY OF WESTMINSTER	)	

THIS DECLARATION OF ANNEXATION COVENANT (this “*Covenant*”) is made this ____ day of _____ 20__ between the City of Westminster, South Carolina (the “*City*”), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the “*Owner*”):

- ☐ A corporation, incorporated under the laws of the State of _____ and organized under the name of _____; or
- ☐ A general or limited partnership, limited liability company, or limited liability partnership operating under the name of _____; or
- ☐ Individual(s) by the name(s) of _____.

RECITALS:

WHEREAS, the real property located at _____ having Tax Map Number _____ (as further described herein at **Exhibit A**, the “*Subject Property*”), belonging to the Owner, is located outside the City’s corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City’s corporate limits, but may do so by contract with individual property owners.

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the “*Customer Agreement*”) with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City’s provision of Utility Services to the Subject Property and the connection of the Subject Property to the City’s combined utility system (the “*System*”), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City’s corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner’s ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, “***Utility Services***” means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City’s sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

A. The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an “***Annexation Petition***”) immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner’s full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City’s ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject

Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City; (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above.

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser

of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached **Exhibit A.**

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.

9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.

10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.

11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as

provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.

14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.

15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.

16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.

17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.

18. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.

20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.

22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

[Remainder of Page Left Blank]

Exhibit A

Legal Description of Property/Copy of Deed

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
)
CITY OF WESTMINSTER)

ORDINANCE #2021-05-11-01

AN ORDINANCE AMENDING PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF WESTMINSTER REQUIRING THE EXECUTION OF AN ANNEXATION COVENANT IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE CITY TO CONNECT TO THE CITY’S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Westminster (the “**Council**”), the governing body of the City of Westminster, South Carolina (the “**City**”), has made the following findings of fact:

(A) The City is authorized by the general powers given to municipalities and Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended, to provide water, sewer and electric service (“**Utility Service**”) to individuals and properties located outside of the corporate boundaries of the City by contract.

(B) The Council finds that it is in the best interest of the citizens of the City that those properties located outside of the corporate boundaries of the City (the “**Outside Properties**”) that request and contract for Utility Service ultimately be annexed into the City in order to promote the City’s control of growth in its surrounding areas and in order to expand the tax base of the City.

(C) In order to ensure that the Outside Properties are ultimately annexed into the City, the Council wishes to require the owners of the Outside Properties to execute an agreement to annex into the City at such time as the property becomes eligible for annexation into the City under South Carolina law (the “**Annexation Covenant**”).

(D) The South Carolina Supreme Court has affirmed and upheld the use of annexation covenants by municipalities as a prerequisite for properties outside of municipal limits to receive Utility Service in *Sloan v. the City of Conway*, 347 S.C. 324 (2001).

(E) In order to accomplish these purposes, the Council now desires, through the enactment of this Ordinance, to revise the City’s Code of Ordinances (the “**Code**”) as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WESTMINSTER AS FOLLOWS:

Section 1. By and through the enactment of this Ordinance, Chapter 50, Section 50.01 of the Code, “FURNISHING ELECTRICITY, WATER AND SEWER SERVICE,” shall be amended to add a subsection (E) thereto, which shall read, in its entirety, as follows:

Sec. 50.01 - FURNISHING ELECTRICITY, WATER AND SEWER SERVICE.

(E) It shall be the policy of the City to require that the owner of any property located outside of the City's corporate boundaries (a "Subject Property") that requests a new or upgraded connection to any component of the City's water, sewer and electric utility system (the "Utility System") be required to annex the Subject Property into the City at such time as the Subject Property is contiguous to the corporate boundaries of the City.

- (1) If the Subject Property is contiguous to the City at the time such request is made, the owner thereof shall be required to submit an annexation petition to the City prior to the connection to the Utility System being made.
- (2) If the Subject Property is not contiguous to the corporate boundaries of the City at the time such request is made, the owner of the Subject Property shall be required to execute a covenant to annex the Subject Property into the City (an "Annexation Covenant") prior to any connection to the Utility System being made, requiring the owner of the Subject Property, or any subsequent owner, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the City at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the City. The Annexation Covenant shall be in a form to be approved by the Council.
- (3) The Council may waive this requirement with respect to any property through the adoption of a resolution that includes specific findings in connection with the justifications of such waiver and a finding that such waiver is in the best interest of the City and its citizens.

Section 2. The form of the Annexation Covenant is set forth in **Exhibit A** hereto. The City Administrator is hereby authorized modify or amend the Annexation Covenant in a manner that is not adverse to the City and that does not alleviate the requirements of Section 50.01(E) of the Code. The City Administrator, or authorized designee, is hereby authorized to accept any such Annexation Covenant, and to take all action necessary to record such Annexation Covenant in the property records of Oconee County. The City Administrator, or authorized designee, is further authorized to take such action, in accordance with Paragraph 8 of the Annexation Covenant, to act as Attorney in Fact for the owner of such property in order to execute an annexation petition with respect to such property.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of

causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE AND ENACTED IN COUNCIL ASSEMBLED, this 11th day of May 2021.

Brian Ramey, Mayor

First Reading: April 20, 2021

Jennifer Adams, City Clerk

Second Reading: May 11, 2021

Reviewed by City Attorney and approved as to form

Andrew Holliday, City Attorney

EXHIBIT A

FORM OF
ANNEXATION COVENANT



Agenda Item #4 City Council Letter of Commitment for Backup Generator Grant

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

Staff is working with Alliance Engineering to submit a grant for backup generators for key locations critical to the City's provision of water service. This is a hazard mitigation grant funded through the Federal Emergency Management Agency (FEMA).

The grant is a 75/25 match. It will fund the purchase of five backup generators at critical locations for the city water system. Award of the grant will allow water operations to continue uninterrupted during major storm events or unplanned power outages.

The locations for the backup generators are:

- Apple Tower water pumping station
- Highway 76 water pumping station
- South Bibb Street – the Utility Shop
- City Hall
- Police Department

The total request for the grant is \$300,000. The City will be responsible for \$75,000 match. FEMA \$225,000/City \$75,000. Funds for the grant match will be through either the American Rescue Plan funds or, in the event those funds are un-allowed for match, the OJRSA funds. There is an uncommitted balance of \$159,049 in OJRSA funds.

Application has been made through the preliminary grant process. For the formal application, City Council is required to provide a letter of commitment for the grant match - FEMA \$225,000/City \$75,000.

Grant awards are expected to be made in August 2021.

Council Motion for consideration:

I move provide a Letter of Commitment for the FEMA Hazard Mitigation Grant with the City of Westminster to provide the grant match of \$75,000, or 25%, of the \$300,000 grant total.



Agenda Item #5 Beacon Mill Emergency Waterline Replacement

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

Don Moorhead Construction is currently working on the Beacon Mill sewer rehabilitation project. Off the alley behind A Street, the crews encountered a sewer main-water main conflict. The two service lines converged.

The construction crews continued working on another area of the project in order to allow the City Council to consider the proposed bids to resolve the service line conflicts.

The bids are for two valves, however, only one valve may be necessary. There will be savings if only one valve is needed. The bids are attached.

Staff proposes the use of the OJRSA returned funds.

Consolidated Pipe and Supply	\$22,370.00
Holliday Utility Services, LLC	\$23,827.84
Tugaloo Pipeline, Inc	\$31,481.25
Fortline Waterworks	\$46,565.31

Staff recommends approval of bid to Consolidated Pipe and Supply for \$22,370.00

Council Motion for consideration:

I move approve the bid to Consolidated Pipe and Supply for \$22,370.00

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

10887 OLD ATLANTA HWY
COVINGTON GA 30014

Quote Nbr: 278972 000
Quote Date: 3/24/2021

Page 1

0019 - TERRY NORMAN
BUS: 678-342-7666
WATTS: 800-540-9402
FAX: 678-342-9666

Job: 12" INSERTION VALVES

632346 - WESTMINSTER UTILITIE
P O BOX 619
WESTMINSTER SC 29693

Good Until: 5/24/2021

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	2.0		12" AVT INSERTION VALVE LABOR AND MATERIAL	10,900.00 EA	21,800.00
2	270.0		TRAVEL WILL BE CHARGED ROUND TRIP FROM COVINGTON GA	1.00 EA	270.00
3	1.0		IF OVER NIGHT STAY IS REQUIRED	300.00 EA	300.00

Terms: NET 30 DAYS

Above prices firm for delivery within 60 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. Project quoted as a complete package and sale subject to credit approval. All MJ fittings quoted per pound are with accessories and based on with accessory weights

Thank you for the opportunity to quote on your requirements. If we can be of further assistance, please do not hesitate to call.

CUSTOMER IS RESPONSIBLE FOR EXCAVATING AND PERMITTS
JOB SITE MUST MET ALL OSHA REQUIREMENTS

Holliday Utility Services, LLC
PO Box 354
Travelers Rest, SC 29690

864-430-9025 Fax # 864-834-8855

E-mail: dkholliday@charter.net

Quote

Date	Quote #
3/20/2021	21-015

Quote For:
City of Westminster P.O. Box 399 Westminster, SC

Description		
TWELVE (12) Inch AVT Valve Insertion near by)	FOR: CITY OF WESTMINSTER	- Valve Insertion Site - Westminster, S.C. (or QUOTING BELOW FOR ONE AND TWO (if 2ND necessary)
PRICING INCLUDES VALVE -- INSERTION -- INSERTION TAPE AND GREASE		
Installation of ONE (1) OR TWO (2) 12 Inch AVT EZ Valve: AWWA spec'd valve installed on water line without taking line out of service, shutting water off, boil water notices, chlorinating lines, only one excavation required, valve fits on all types of pipes, no tapping machine required, no temporary valves necessary, no heavy equipment needed to move valve equipment, there's no loss of pipe integrity. Valves are inserted under pressure without disruption of service.		
VALVE INSERTION price includes travel, truck, equipment, insertion equipment, labor, tools, insurance AND Fitting and supplies: Holliday Utility Services will be bringing the valves, and gaskets to the job site.		
Owner may wish to pre-dig and measure the OD of each pipe in advance - Unless it's obvious that the OD is standard - 12 inch Ductile Iron = 13.20 TO 13.30 inch		
ONE VALVE TOTAL PRICE TO FURNISH:		
VALVE GASKETS, BOLT KIT, TAX, STANDARD FREIGHT, LABOR, TRAVEL, INSURANCE, EQUIPMENT AND INSTALLATION /		
VALVE INSERTION: TWELVE (12) Inch Valve Insertion: \$ 12,913.92 EACH		
TWO VALVES TOTAL PRICE TO FURNISH: VALVES, GASKETS, BOLT KIT, TAX, STANDARD FREIGHT, LABOR, TRAVEL,		
INSURANCE, EQUIPMENT AND INSTALLATION / VALVE INSERTION: TWELVE (12) Inch Valve Insertion: \$ 23,827.84 TOTAL		
FOR TWO VALVES		

**Net Ten (10) days- NO RETAINAGE- 18% (1.5%)
interest, per annum, will be assessed on invoices over
thirty (30) days.**

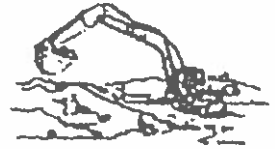
Total \$0.00

No Quote is valid until signed.

Signature _____

TUGALOO PIPELINE, INC.

975 Cleveland Pike Road
Westminister, SC 29693



Office: 864-647-7441

Fax: 864-647-7454

PROPOSAL

12" Main Valve Installation

March 26, 2021

Tugalo Pipeline, Inc proposes the following for 1 12" Main line Valve Installation...

Price includes all material, equipment and labor \$31,481.25

Alternate:

If needed an additional valve installed: \$5,816.45

Thank you for the opportunity to quote this project.

If you have any questions feel free to call.

Edward Hare

Tugalo Pipeline, Inc

QUOTE



**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
208571	FORTILINE GREENVILLE	6056774	3/23/21	1

CUSTOMER	PROJECT INFORMATION
WESTMINSTER UTILITIES P.O. BOX 619 WESTMINSTER, SC 29693	AVT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. *****					
(1) VALVE INSTALLATION OPTION					
130	1	EA	12" AVT EZ VLV O/L(CI/DI/C900)	7,710.5100	7,710.51
20	2	EA	13.20-13.30		
			GALLON AVT FDA ULTRA-LUBE	156.0000	312.00
30	2	EA	EZ-GR-6		
			2"X165'AVT FDA FOOD GRADE TAPE	27.0000	54.00
			EZ-GR-3		
110	1	EA	MISC LABOR CHARGE	6,566.6700	6,566.67
(2) VALVE INSTALLATION OPTION					
180	2	EA	12" AVT EZ VLV O/L(CI/DI/C900)	7,710.5100	15,421.02
			13.20-13.30		
120	4	EA	GALLON AVT FDA ULTRA-LUBE	156.0000	624.00
			EZ-GR-6		
40	4	EA	2"X165'AVT FDA FOOD GRADE TAPE	27.0000	108.00
			EZ-GR-3		
210	2	EA	MISC LABOR CHARGE	6,566.6700	13,133.34
PRICES DO NOT INCLUDE FRT.					
Subtotal:					43,929.54
Tax:					2,635.77
Bid Total:					46,565.31

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By CEC 3/23/21 16:35:40



Agenda Item #6 SC DHEC Sanitary Survey of Westminster Water System – Satisfactory Rating

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

Outstanding Achievement by Westminster City staff

On March 24, 2021, a sanitary survey of the City of Westminster's public water system was conducted by South Carolina Department of Health and Environmental Control personnel. The intent of a sanitary survey is to evaluate a public water system's ability to provide a continuous supply of safe drinking water to its customers. The Water Plant staff and other city utility staff prepared for the sanitary survey and expended extra-ordinary effort to comply with federal and state regulations as enforced by SC DHEC for a water plant and water distribution system.

The extra-ordinary efforts of the Westminster city staff listed below and the talented leadership and guidance of Utility Director Leigh Baker and Water Treatment Facility Manager Diana Denny, the results of the survey earned a **Satisfactory** rating. This is the first time in more than a decade (based on available information) the City of Westminster has received a **Satisfactory** rating.

As noted from the SC DHEC inspector's cover letter:

"The overall rating of the City of Westminster's public water system is **Satisfactory**. These ratings have been based mainly upon the improvements made since previous surveys and the hard work of the City of Westminster and the water treatment plant's staff. **The Department commends the City on its commitment to improving its facilities and procedures.**"

In that the timely and concerted efforts of these individuals did directly affect the outcome of this SC DHEC review, I express sincere gratitude and appreciation.

Leigh Baker
Diana Denny
Patsy Land
Michael Crocker

Alan Ridley
Steve (Yank) Arini
John (Johnny) Crane
Jacob Tannery

Clay King
Cory Oliver

No action is requested of the City Council.



Agenda Item #7 Authorize Contract for Public Defender Service

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

South Carolina state law requires municipalities to provide public defender services.

City Attorney Andrew Holliday consulted with the 10th Circuit Public Defender's Office to secure a proposal to provide public defense.

Jennifer L. Johnson, Circuit Public Defender provided the attached proposal for City Council's consideration.

The proposed fee for this service is \$2,067, subject to annual review.

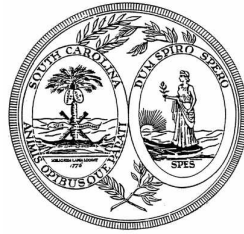
City Attorney and City staff recommend approval.

Council Motion for consideration:

I move to authorize the City Administrator to sign an agreement with the 10th Circuit Public Defender's Office for the terms provided in the attached proposal.

10TH CIRCUIT PUBLIC DEFENDER OFFICE

Anderson County Office
500 S. McDuffie Street
Anderson, SC 29624
Tel. 864.260.4048
Fax 864.260.4134



Oconee County Office
415 S. Pine Street
Walhalla, SC 29691
Tel. 864.638.3133
Fax 864.638.0228

JENNIFER L. JOHNSON
CIRCUIT PUBLIC DEFENDER

April 16, 2021

Mr. Andrew K. Holliday
Derrick, Ritter, Williams & Morris, P.A.
PO Box 795
Seneca, SC 29679
Via email only to: andrew@drwmlaw.com

Dear Andrew:

Please permit this letter to serve as my proposal for contract for public defender services with the City of Westminster. In this proposal, I have taken into consideration the following information: according to the Clerk, there were 924 cases filed in the City of Westminster last year. I am unaware of how this may compare to prior “non-COVID” years. It is further my understanding that approximately half of these cases are City only, meaning that there is no related General Sessions charge. Finally, I understand that historically there have been fewer than ten requests for appointment of counsel on an annual basis.

It is my understanding that the City wishes to enter into a contract with the Public Defender Office to provide representation for citizens who request appointed counsel. As you are aware, the appointment counsel, absent a knowing and voluntary waiver of counsel, is required for any offense for which a sentence of incarceration may be imposed. After reviewing other municipal contracts in Oconee County, Anderson County and various contract within the State, I propose an annual contract with a flat rate of \$2067, subject to annual review.

I have arrived at the proposed amount based on the following considerations:

1. I estimate that our office expends approximately \$13,000 annually in attorney and staff time, along with travel and office supplies to provide representation in municipal courts. Presently, we have one attorney who handles municipal court and those appointments represent approximately 11% of his workload.

2. Based on information from the Municipal Association of South Carolina, there are five incorporated municipalities in Oconee County: Salem, Seneca, Walhalla, West Union and Westminster.
3. Based on information from the Municipal Association of South Carolina, the total population of these municipalities is 15,209. The Population of Westminster is 2418, or 15.9% of the total municipal population.
4. Based on the population of the City of Westminster relative to the entire municipal population, the Public Defender Office proposes an annual contract in the amount of \$2067 ($\$13,000 \times 15.9\%$).
5. Based on the 5-10 case per year estimate provided by Judge Derrick, this represents a per case cost of \$207 - \$413. Even at the high end of this range, the per case fee is likely less than the City could contract with private counsel for these services.
6. Any contract between the City and the Public Defender Office is subject to annual review.

Please let me know if you have any questions, concerns or comments regarding the proposed contract. If needed, I am happy to make a more formal presentation to the City.

Thank you for your time and consideration.

Sincerely,

Jennifer L. Johnson
Circuit Public Defender



Agenda Item #8 Main Street Transfer to City Ownership

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

The South Carolina Department of Transportation (SCDOT) has a process for transferring ownership of roads from its inventory to municipalities. At its June 21, 2007, meeting the SCDOT Commission recognized the need to reduce the size of the secondary road system and implemented a new policy to begin this process. State law allows the removal of roads from the state highway system under specific circumstances. Removal of a road from the state highway system must be authorized as proscribed and must follow the processes as proscribed.

Main Street is owned by the SCDOT. See attached map.

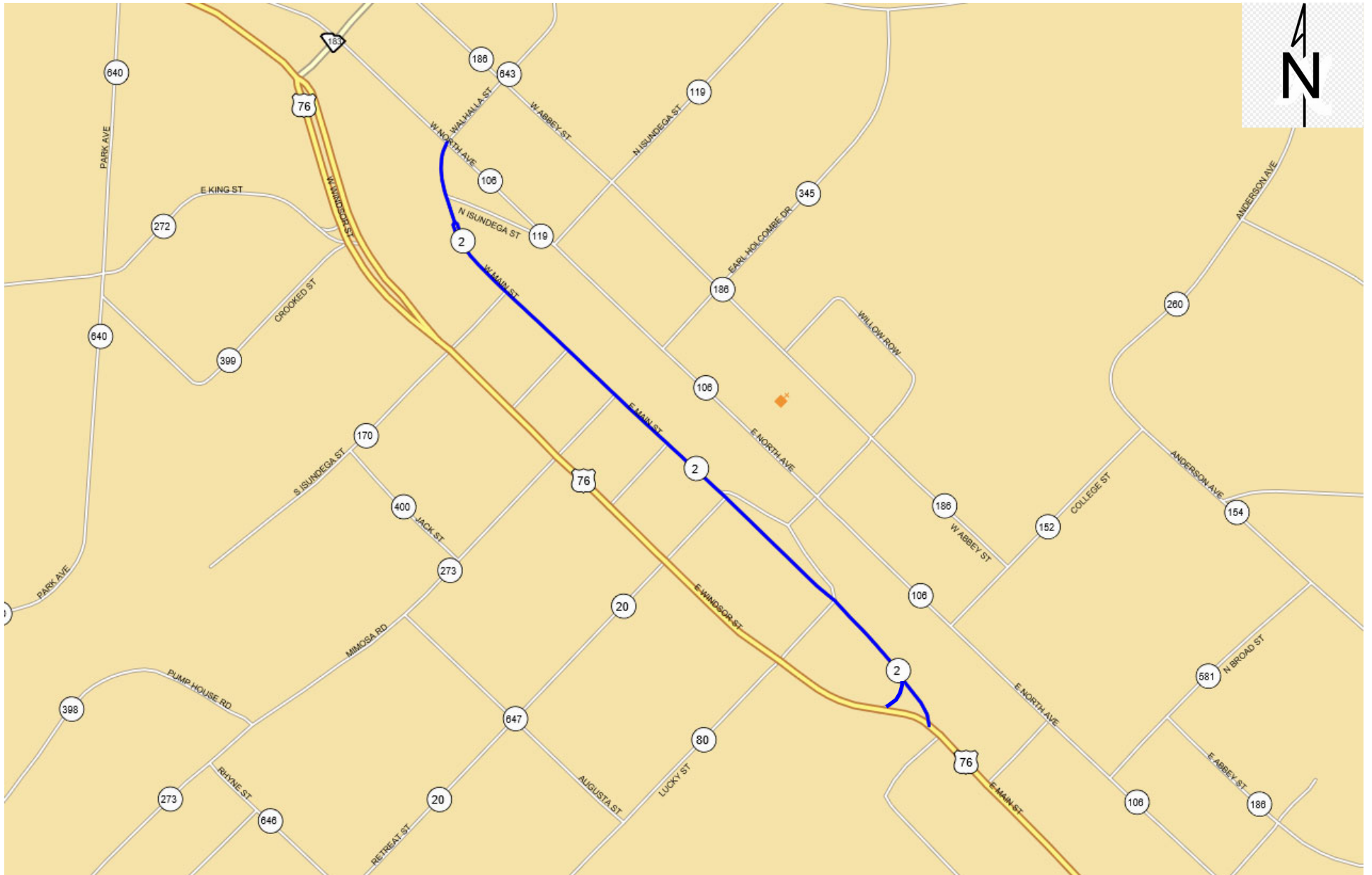
As described above the City may request the SCDOT transfer ownership of the street to the City.

There are benefits for the City to take ownership of Main Street.

- Control for special events
- State beautification grants
- Traffic controls as preferred by the City

Taking ownership of Main Street also comes with maintenance responsibility.

City Council input and discussion is requested.





Agenda Item #9 Riley Street

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

In March of this year and in collaboration with Oconee County, the City closed the Riley Street Recycling Center. It was closed due to repeated misuse of the recycling facilities.

Since that time, City staff has been relocating city equipment and materials from this site to the Utilities Yard on South Bibb Street.

The site is a blight on the neighborhood and the City. Current plans include cleaning the site and then removal of the old structure and the fencing, then turning the site to a grassy lot.

If City Council is agreeable to this plan, staff will proceed and come back to the Council at the time in which Council may need to appropriate funds for demolition of the structure.

Future plans for the site could be a city park, selling the property for residential development or some other use.

City Council is requested to provide input.



Agenda Item #10 Special Events Committee

OFFICE OF THE CITY ADMINISTRATOR
WESTMINSTER, SOUTH CAROLINA

The Special Events Committee and staff is looking for direction from the City Council as to the events and the activities it would like to see promote the City of Westminster.

Below is ideas and thoughts provided by Lacy Watkins:

Below is a ****ROUGH**** draft of the things we typically help with. We've found that it's easier to partner with other church groups and local organizations, rather than to just promote something solely on our own. We just don't have enough hands for that. It also gives us an opportunity to continue to build relationships with the other groups.

We typically meet on the 2nd Wed of each month at 6:30 at city hall (pre-covid of course). Ideally we'd like to start meeting again once we know what we will be responsible for.

We had a lot of really big plans for last year that we didn't get to follow through with and we hope that we can implement some of those this year.

Our **biggest** request (outside of our budget) is more commercialized Christmas decorations. That's our biggest venture of the year, and the piddly things we get to buy each year just don't make sense. They barely make it through the season, and definitely not worth reusing by the time we clean up.

We also do our best to help advertise and spread the word for events that we may not necessarily be "helping" with. I'm pretty nifty with graphics so we try to help publicize local things via social media.

List of Past Events/Events We'd Like to Arrange:

July -- 4th of July Celebration (typically partner with SAL -- Projected Budget \$500)
August -- Warriorama featuring WOHS students (Projected Budget \$200)
September -- Apple Festival (Projected Budget \$200), Fall Decorations for Main Street (\$400)
October -- Bluegrass Jam (\$800), Hanging of the Quilts (\$100), Bigfoot Festival (\$2,500), Boo on Main (\$500)
November -- Holiday Bazaar (\$400), Veterans Day (\$200), Black Friday/Small Business Saturday Promotions (\$300), Decorations (\$1,000)
December -- Parade/Tree Lighting (\$1,000), Tour of Homes (\$300), Business/Yard Decorating Contests (\$500)
January -- We're on a break, haha!
February -- Hoping to do a sweetheart dinner, potentially partner with Senior Outreach (\$500)
March -- City's Birthday Party (\$800)
April --
May -- Bluegrass Jam (\$800)
June --

Along with these events we obviously have other pop-up type things that come up that we are available to assist with. During the spring/summer months, the car shows are back in town (and previously Music on Main -- not sure what the case is with that this year).

We are asking for more this year than normal, but everyone suffered so much last year we'd love to be able to

promote events more than we have been able to so far. If we follow the projected budget outline above, that leaves us with about \$4,000 for extra events, more advertising and promotional abilities. There's SO many new businesses coming to town so we're excited to have even more to partner with and support this year.

Typically any leftover funds we will do care packages for troops, assisted living facilities, shut-ins, etc, or will use to purchase things we can use for future events.

We're open to taking on/partnering with other events. We'd really love to be able to create a community where people are excited to come out and participate.

We have a lot of formalities set up that we had planned to put in place that I can share with you as well.

City Council is requested to provide input.

**MINUTES
WESTMINSTER CITY COUNCIL
Special Called Workshop Meeting
Westminster Historic Depot
Tuesday, January 26, 2021**

The City Council of the City of Westminster met in a special called workshop meeting on Tuesday, January 26, 2021 at 1:00 pm with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
Jimmy Powell
Brad Chastain

Reid Adams
Danny Duncan

Interim City Administrator, Kevin Bronson
City Clerk, Jennifer Adams
MASC Representative, Jeff Shacker
Utility Director, Leigh Baker
Fire Chief, Michael Smith
Member of the 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 1:00 pm.

1. Mr. Jeff, Shacker, Field Representative for the Municipal Association facilitated a half-day priority setting workshop for Council.

Council listed several ideas that they felt needed to be addressed in the upcoming fiscal year. Once all the ideas were listed, Council proceeded to prioritize them into three categories, Must Do, Should Do and Could Do. Those that did not fall into any of those categories were listed to address in the future.

Mr. Shacker encouraged Council to go through this process each January to review what they accomplished, what they did not complete, and to readdress their goals for future fiscal years.

Adjourn

Upon a motion by Mayor Ramey and seconded by Mr. Adams, the motion ***to adjourn the meeting at 3:40pm*** passed unanimously.

(Minutes prepared by Jennifer Adams)

January 26, 2021

Mayor Brian Ramey

Date

January 26, 2021

**MINUTES
WESTMINSTER CITY COUNCIL
Budget Workshop Meeting
Via ZOOM
Tuesday, February 16, 2021**

The City Council of the City of Westminster met in a special called meeting via Zoom on Tuesday, February 16, 2021 at 4:00 pm with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
Yousef Mefleh

Reid Adams
Brad Chastain

Rusty Cater

Interim City Administrator, Kevin Bronson
Rebecca Overton
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 4:00 pm.

Review of Revenue

- A. Mr. Bronson presented Council with a PowerPoint presentation reviewing the expenditures for the Utility Fund.

Mr. Bronson looked at the last five years of the history of cost for Personal Services, Commodities, Contractual Services and Capital Outlay for each of the following departments; Administration, Electric, Water, Water Plant, Sewer, and Non-Departmental.

Attached is the presentation for the record.

Adjourn

Upon a motion by Mr. Cater and seconded by Mr. Chastain, the motion ***to adjourn the meeting at 5:05 pm*** passed unanimously.

(Minutes prepared from Jennifer Adams)

Mayor Brian Ramey

Date

**MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Via ZOOM
Tuesday, February 16, 2021**

The City Council of the City of Westminster met in a regular scheduled meeting via Zoom on Tuesday, February 16, 2021 at 6:00 pm with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
Danny Duncan

Reid Adams
Yousef Mefleh

Rusty Cater
Brad Chastain

Interim City Administrator, Kevin Bronson
Rebecca Overton
Utility Director, Leigh Baker
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 2021-02-16-01; Rezoning of 215 Lucky Street (Tax Map #530-16-13-020) From R-20 to RMF

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

Upon a motion by Mr. Cater and seconded by Mr. Mefleh, the motion ***to conduct the second reading of ordinance 2021-02-16-01*** passed with 5 to 1 with Mr. Adams voting no.

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

2. First Reading of Ordinance 2021-03-16-01; Real Property Lease Agreement with Westminster Senior Outreach for the building commonly known as the Pool Building (tax map #530-16-13-014)

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

Mr. Adams had concerns with the safety of the stairs and thought they should be addressed in the lease. Staff will meet at the pool to look at the stairs and address the possible hazard.

Upon a motion by Mr. Adams and seconded by Mr. Cater, the motion ***to conduct the first reading of ordinance 2021-03-16-01 passed unanimously.***

3. Consider Awarding Construction Contract with Swing-O-Things for Retreat Street Park Stage in the amount of \$28,500

Mayor Ramey addressed some concerns over the roof line and not allowing enough headroom on the backside of the stage. He was also concerned with getting access to the water and sewer cleanout that would be covered by the proposed stage floor.

Mr. Cater would like for the concerns be addressed and it requoted and brought back to Council for consideration at the next meeting.

4. A Discussion About the Recreation Facilities and the use of the Hall Street Property

Mayor Ramey stated that now that the City owns the property and it free and clear of all liens and the environmental study is complete and clear, that Council needs to proceed with getting preliminary drawing from Seamon Whiteside. Having these drawings will give the City something to present in order to proceed with obtaining grants and donations for the project. A proposal from Seamon Whiteside for the drawings was obtained for the amount of \$20,000.

Mr. Adams stated that this was answered at the January 26th priority setting meeting. This project did not fall into the top 10 on the priority list.

Mr. Cater stated that he is very pro rec but his goal is to get the City stable with electric, water and sewer. The City is not in a position at this time to borrow money to move on this project.

Mr. Mefleh is for moving forward with the project for growth for the town.

Mr. Duncan said he agrees with both views but the City needs to focus on bringing in revenue.

Mayor Ramey stated that the funding for the drawings would come from the Hospitality Fund.

Staff was directed to verify the quote that was provided in March 2020 for the scope of work and resubmit the proposal with a “not to exceed” limit.

Mr. Cater stated that he would like to remove himself from the steering committee for this project.

Mr. Adams stated that there needs to be a committee that will get a 501C3 and be independent from any political party. This way organization, business or individuals can donate to the project. Mr. Adams stated that Steve Grogan does this and could execute a plan.

New Business

5. First Reading of an Ordinance to Rezone a Certain Parcel in The City of Westminster from R-25 to R-15, Tax Map #530-06-05-009, 106 Simpson Street

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		<i>R-25 One- family</i>	<i>R-20 One- family</i>	<i>R-15 One- family</i>		
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%		

Zoning District		<i>R-25 One- family</i>	<i>R-20 One- family</i>	<i>R-15 One- family</i>		
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.						

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.

"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? *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? *It is still valid*
- (c) Will the proposed amendment correct an error or deficiency in the zoning regulations? *Yes*
- (d) What benefits would the city as a whole receive from development effectuated under the proposed amendment? *Yes*
- (e) Does the cost-benefit relationship indicate that the proposed zoning amendment would be in the public interest cover the long-term?" *Yes*

Upon a motion by Mr. Mefleh and seconded by Mr. Adams, the motion ***to conduct the first reading of Ordinance 2021-03-16-02; Rezoning 106 Simpson Street (tax map #530-06-05-009)*** passed with a 5 to 1 vote with Mayor abstaining.

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

6. Consider Acceptance of FY2020 Audit, Presentation by McKinley Cooper

Mr. Bronson introduced Ms. Sheryl Medders from Mckinley Cooper.

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.

Ms. Medders stated that she had the full cooperation of staff. Ms. Medders also gave an Unmodified Opinion.

Ms. Medders pointed out a couple of deficiencies, one with the accepting recreation fees with no receipts to balance back to and suggested putting in more controls. She also mentioned they were unable to balance back to credit card payments that the utility department received. She stated that this is common as different credit cards are processed at different times.

Upon a motion by Mr. Duncan and seconded by Mr. Cater, the motion ***to accept the FY2020 Audit as presented*** passed unanimously.

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

7. Consider Authorizing the City Administrator to Execute Legal Representation Agreement with Pope Flynn

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.

Mr. Holliday stated that Pope Flynn would need to get waivers from current and/or former clients that may have a conflict, however, he welcomes the idea.

Upon a motion by Mr. Adams and seconded by Mr. Chastain, the motion ***to authorize the City Administrator to sign the engagement letter with Pope Flynn, LLC*** passed with a 5 to 1 vote with Mayor Ramey voting no.

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

8. Consider Authorizing the City Administrator to Execute the Termination of Interlocal Agreement Establish a Joint Codes Enforcement Officer Position with the City of Walhalla

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.

Upon a motion by Mr. Mefleh and seconded by Mr. Cater, the motion ***to accept the Termination of Interlocal Agreement Establishing a Joint Codes Enforcement Officer Position*** passed unanimously.

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

9. Consideration of a Resolution to Adopt the City Council 2021 Priorities as Created on January 26, 2021

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.

Upon a motion by Mr. Mefleh and seconded by Mr. Adams, the motion ***to approve the Resolution Affirming the City Council Priorities established on January 26, 2021*** passed unanimously.

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

10. Consideration of a Mutual Aid Agreement with Oconee County Sheriff's Office

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.

Upon a motion by Mr. Adams and seconded by Mr. Duncan, the motion ***to approve the Law Enforcement Assistance and Support Agreement between the Oconee County Sheriff's Office and the Westminster Police Department*** passed unanimously.

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

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)

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.

Upon a motion by Mr. Adams and seconded by Mr. Chastain, the motion ***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)*** passed with a 5 to 1 vote with Mayor Ramey voting no.

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

Routine

12. Upon a motion by Mr. Adams and seconded by Mr. Cater, the motion ***to approve the January 19, 2021 meeting minutes*** passed unanimously.
13. Comments from the Utility Director
 - a. Mr. Baker stated that several items have been sold on GovDeals
 - b. Clearing has been done at the Hall Road property if anyone wanted to walk the property.
 - c. Clean up at the Anderson Ave ballfield (behind College Street School) has begun and he thank Mr. Chastain for his help.
 - d. Mr. Baker stated that all of his staff is back working together.
 - e. Mr. Baker stated that work is continuing to get compliant with DHEC. The Sanitary Survey is scheduled for March 24th. He is also still in discussions with them on their compliant orders.
 - f. Mr. Baker stated that work is continuing with obtaining CFunds for the handicap parking and sidewalks on Main Street.
 - g. Mr. Baker updated Council on the progress with the electrical upgrades and tree trimming. Both are going well and progress is being made. Outages from tree limbs have been reduced drastically.
14. Comments from Interim Administrator

- a. Mr. Bronson had no updates at this time.
- 15. Comments from the Mayor and Council
 - a. Mayor Ramey stated that KOBA (Keep Oconee Beautiful Association) has set a tentative date of April 22nd for clean-up day. They will be in contact.
 - b. Mayor Ramey stated that there is interest in serving BBQ at the parking lot at the Depot. He asked the vendor to submit a proposal to Council for approval.
 - c. Mayor Ramey asked when Council will be looking to get back into in-person meetings. Some Council stated that they would like to take it month by month.
 - d. Mr. Mefleh stated that the County is currently meeting in person and he is not aware of any other City meeting by Zoom, they are meeting in person.
 - e. Mr. Duncan asked if there was a date to re-open City Hall to the public. Mr. Bronson stated that March 1st City Hall will be back open. However, a decision to go back to full staff has not been made. A decision will be made when we get closer to the opening date.

Executive Session

Upon a motion by Mr. Adams and seconded by Mr. Duncan, a motion ***to enter into an 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 Contract*** passed unanimously.

Adjourn

Upon a motion by Mayor Ramey and seconded by Mr. Cater, the motion ***to adjourn the meeting directly from executive session*** passed unanimously.

(Minutes submitted by Jennifer Adams)

Mayor Brian Ramey

Date

PLANNING COMMISSION		
	Term Expires	
Jarrold Brucke	12/31/2023	
Sandra Powell	12/31/2021	
Ben Lewis	12/31/2022	
Truman Holbrooks	12/31/2025	
Larry Dellinger	12/31/2024	
ZONING BOARD OF APPEALS		
Eddie Turner	12/31/2022	
Theron Brown	12/31/2024	
James Spearman	12/31/2021	
Chester Lee	12/31/2023	
Deanna DeFoor	12/31/2020	Expired term and lives out of state.

Revenue Report

Level 3 Summary for March 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	\$54,338.92	9	\$614,622.23	98	\$15,677.77
00401 Intergovenmental Rev	\$60,000.00	\$0.00	\$60,000.00	\$0.00	0	\$66,202.05	110	(\$6,202.05)
00402 License, Permits, & Fees	\$335,742.00	\$0.00	\$335,742.00	\$6,393.54	2	\$100,968.50	30	\$234,773.50
00404 Pymt In Lieu Of Tax & Fran Fee	\$553,606.00	\$0.00	\$553,606.00	\$41,258.83	7	\$417,721.91	75	\$135,884.09
00405 Interest Income	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$261.72	26	\$738.28
00406 Grant Income	\$0.00	\$0.00	\$0.00	\$2,500.00	0	\$34,390.71	0	(\$34,390.71)
00407 Miscellaneous & Other	\$17,285.00	\$0.00	\$17,285.00	\$1,400.00	8	\$13,713.45	79	\$3,571.55
Total ADMINISTRATION	\$1,597,933.00	\$0.00	\$1,597,933.00	\$105,891.29	7	\$1,247,880.57	78	\$350,052.43
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	\$87.83	44	\$112.17
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	\$1,372.41	457	\$1,377.41	459	(\$1,077.41)
Total FIRE DEPARTMENT	\$285,500.00	\$0.00	\$285,500.00	\$1,372.41	0	\$286,465.24	100	(\$965.24)
300 POLICE								
00403 Fines & Forfeitures	\$43,000.00	\$0.00	\$43,000.00	\$1,027.93	2	\$19,827.36	46	\$23,172.64
00405 Interest Income	\$3.00	\$0.00	\$3.00	\$0.00	0	\$6.53	218	(\$3.53)
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	\$30.00	2	\$7,142.00	476	(\$5,642.00)
Total POLICE	\$44,503.00	\$0.00	\$44,503.00	\$1,057.93	2	\$26,975.89	61	\$17,527.11
500 CODES								
00402 License, Permits, & Fees	\$350.00	\$0.00	\$350.00	\$20.00	6	\$275.00	79	\$75.00
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	\$20.00	6	\$275.00	79	\$75.00
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	\$108,341.63	5	\$1,611,596.70	79	\$422,689.30
TOTAL ALL FUNDS	\$2,034,286.00	\$0.00	\$2,034,286.00	\$108,341.63	5	\$1,611,596.70	79	\$422,689.30

Expenditure Report

Level 3 Summary for March 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 CITY GENERAL FUND									
100 ADMINISTRATION									
00100 Personal Services	\$151,395.00	\$0.00	\$11,043.26	7	\$137,003.85	90	\$0.00	\$14,391.15	10
00200 Commodities	\$14,150.00	\$0.00	\$1,483.44	10	\$12,857.00	91	\$0.00	\$1,293.00	9
00300 Contractual Services	\$251,850.00	\$0.00	\$9,846.65	4	\$117,175.63	47	\$0.00	\$134,674.37	53
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	\$22,373.35	5	\$267,036.48	64	\$0.00	\$150,358.52	36
200 FIRE DEPARTMENT									
00100 Personal Services	\$332,177.00	\$0.00	\$24,426.50	7	\$221,828.24	67	\$0.00	\$110,348.76	33
00200 Commodities	\$40,837.00	\$0.00	\$1,439.51	4	\$10,988.38	27	\$0.00	\$29,848.62	73
00300 Contractual Services	\$88,575.00	\$0.00	\$1,997.83	2	\$44,630.82	50	\$379.88	\$43,564.30	49
00600 Capital Outlay	\$9,275.00	\$0.00	\$0.00	0	\$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	\$27,863.84	6	\$280,009.64	59	\$379.88	\$190,474.48	40
300 POLICE									
00100 Personal Services	\$587,607.00	\$0.00	\$43,174.34	7	\$372,352.85	63	\$0.00	\$215,254.15	37
00200 Commodities	\$68,000.00	\$0.00	\$2,878.84	4	\$32,759.68	48	\$4,920.95	\$30,319.37	45
00300 Contractual Services	\$42,587.00	\$0.00	\$3,897.81	9	\$23,976.34	56	\$3,870.26	\$14,740.40	35
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	\$49,950.99	7	\$429,088.87	61	\$8,791.21	\$262,713.92	37
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	\$157.91	6	\$759.87	27	\$0.00	\$2,090.13	73
00300 Contractual Services	\$28,000.00	\$0.00	\$11,833.80	42	\$11,833.80	42	\$0.00	\$16,166.20	58
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	\$11,991.71	39	\$12,593.67	41	\$0.00	\$18,256.33	59
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	\$2,505.18	16	\$11,250.39	73	\$415.08	\$3,734.53	24
00300 Contractual Services	\$74,800.00	\$0.00	\$3,071.10	4	\$44,139.51	59	\$13,829.00	\$16,831.49	23
00600 Capital Outlay	\$50,000.00	\$0.00	\$5,470.00	11	\$23,927.04	48	\$0.00	\$26,072.96	52
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	\$11,046.28	8	\$79,316.94	57	\$14,244.08	\$46,638.98	33
700 NON DEPARTMENTAL									
00100 Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
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	\$46,872.75	17	\$187,491.00	68	\$0.00	\$86,392.00	32
00600 Capital Outlay	\$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 March 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
00800 Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NON DEPARTMENTAL	\$274,383.00	\$0.00	\$46,872.75	17	\$187,491.00	68	\$0.00	\$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	\$170,098.92	8	\$1,255,536.60	62	\$23,415.17	\$755,334.23	37
TOTAL ALL FUNDS	\$2,034,286.00	\$0.00	\$170,098.92	8	\$1,255,536.60	62	\$23,415.17	\$755,334.23	37

Level 3 Summary for March 2021

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

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	010	010	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period	09
System Date	4/1/2021
System Time	2:35:24 pm
Print Date	4/1/2021
Print Time	2:35:27 pm
Run by	JDA
Print ID	381
System version	7.1.21
Export	APGLXP17
Export version	VM-07110002

Revenue Report

Level 3 Summary for March 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	\$377.11	75	\$122.89
00407 Miscellaneous & Other	\$496,768.00	\$0.00	\$496,768.00	\$35,530.90	7	\$347,303.66	70	\$149,464.34
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	\$35,530.90	7	\$347,680.77	68	\$165,012.23
250 ELECTRIC								
00407 Miscellaneous & Other	\$5,400.00	\$0.00	\$5,400.00	\$0.00	0	\$23,519.53	436	(\$18,119.53)
00408 Electric	\$4,112,200.00	\$0.00	\$4,112,200.00	\$315,143.31	8	\$2,906,095.38	71	\$1,206,104.62
Total ELECTRIC	\$4,117,600.00	\$0.00	\$4,117,600.00	\$315,143.31	8	\$2,929,614.91	71	\$1,187,985.09
350 WATER								
00407 Miscellaneous & Other	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$9,488.91	474	(\$7,488.91)
00409 Water	\$1,889,932.00	\$0.00	\$1,889,932.00	\$151,582.47	8	\$1,509,518.14	80	\$380,413.86
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	\$151,582.47	8	\$1,519,007.05	80	\$372,924.95
450 SEWER								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$31,890.71	0	(\$31,890.71)
00410 Sewer	\$622,000.00	\$0.00	\$622,000.00	\$52,692.13	8	\$487,068.34	78	\$134,931.66
Total SEWER	\$622,000.00	\$0.00	\$622,000.00	\$52,692.13	8	\$518,959.05	83	\$103,040.95
550 WATER PLANT								
00407 Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$819.12	0	\$9,344.13	0	(\$9,344.13)
Total WATER PLANT	\$0.00	\$0.00	\$0.00	\$819.12	0	\$9,344.13	0	(\$9,344.13)
Total UTILITY DEPT. GENERAL FUND	\$7,144,225.00	\$0.00	\$7,144,225.00	\$555,767.93	8	\$5,324,605.91	75	\$1,819,619.09
TOTAL ALL FUNDS	\$7,144,225.00	\$0.00	\$7,144,225.00	\$555,767.93	8	\$5,324,605.91	75	\$1,819,619.09

020 UTILITY DEPT. GENERAL FUND 150 UTILITY ADMINISTRATION		Expenditure Report					City Of Westminster		
		Level 3 Summary for March 2021					Page 1 of 2		
Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
020 UTILITY DEPT. GENERAL FUND									
150 UTILITY ADMINISTRATION									
00100 Personal Services	\$289,227.00	\$0.00	\$24,633.84	9	\$144,775.21	50	\$0.00	\$144,451.79	50
00200 Commodities	\$46,200.00	\$0.00	\$2,690.54	6	\$41,378.02	90	\$519.00	\$4,302.98	9
00300 Contractual Services	\$714,506.00	\$0.00	\$89,841.60	13	\$495,614.63	69	\$82,517.70	\$136,373.67	19
00600 Capital Outlay	\$30,000.00	\$0.00	\$27,549.00	92	\$27,549.00	92	\$200.39	\$2,250.61	8
Total UTILITY ADMINISTRATION	\$1,079,933.00	\$0.00	\$144,714.98	13	\$709,316.86	66	\$83,237.09	\$287,379.05	27
250 ELECTRIC									
00100 Personal Services	\$291,665.00	\$0.00	\$30,421.39	10	\$214,202.23	73	\$0.00	\$77,462.77	27
00200 Commodities	\$233,900.00	(\$25,000.00)	\$27,077.17	13	\$116,611.62	56	\$19,742.65	\$72,545.73	35
00300 Contractual Services	\$2,559,087.00	\$75,000.00	\$205,810.34	8	\$1,677,693.47	64	\$1,347.13	\$955,046.40	36
00600 Capital Outlay	\$480,690.00	(\$50,000.00)	\$61,825.86	14	\$345,501.62	80	\$123,522.32	(\$38,333.94)	(9)
Total ELECTRIC	\$3,565,342.00	\$0.00	\$325,134.76	9	\$2,354,008.94	66	\$144,612.10	\$1,066,720.96	30
350 WATER									
00100 Personal Services	\$218,928.00	\$0.00	\$20,115.20	9	\$164,404.25	75	\$0.00	\$54,523.75	25
00200 Commodities	\$194,750.00	\$0.00	\$24,024.45	12	\$155,790.22	80	\$3,455.16	\$35,504.62	18
00300 Contractual Services	\$179,500.00	\$0.00	\$9,253.90	5	\$132,969.56	74	\$12,671.03	\$33,859.41	19
00600 Capital Outlay	\$15,425.00	\$0.00	\$6,373.78	41	\$14,058.78	91	\$0.00	\$1,366.22	9
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	\$59,767.33	10	\$467,222.81	77	\$16,126.19	\$125,254.00	21
450 SEWER									
00100 Personal Services	\$150,543.00	\$0.00	\$19,070.43	13	\$118,278.41	79	\$0.00	\$32,264.59	21
00200 Commodities	\$48,400.00	\$0.00	\$3,862.92	8	\$30,030.83	62	\$0.00	\$18,369.17	38
00300 Contractual Services	\$621,300.00	\$0.00	\$47,739.44	8	\$351,185.88	57	\$244,462.88	\$25,651.24	4
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$42,520.95	0	\$0.00	(\$42,520.95)	0
Total SEWER	\$820,243.00	\$0.00	\$70,672.79	9	\$542,016.07	66	\$244,462.88	\$33,764.05	4
550 WATER PLANT									
00100 Personal Services	\$240,228.00	\$0.00	\$17,841.45	7	\$145,342.13	61	\$0.00	\$94,885.87	39
00200 Commodities	\$87,523.00	\$0.00	\$2,344.38	3	\$51,364.94	59	\$3,770.61	\$32,387.45	37
00300 Contractual Services	\$439,639.00	\$0.00	\$32,639.99	7	\$358,440.68	82	\$37,243.80	\$43,954.52	10
00600 Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$19,454.15	0	\$164,667.03	(\$184,121.18)	0
Total WATER PLANT	\$767,390.00	\$0.00	\$52,825.82	7	\$574,601.90	75	\$205,681.44	(\$12,893.34)	(2)
650 NON DEPARTMENTAL									
00700 Debt Service	\$302,714.00	\$0.00	\$25,226.11	8	\$227,034.99	75	\$0.00	\$75,679.01	25
Total NON DEPARTMENTAL	\$302,714.00	\$0.00	\$25,226.11	8	\$227,034.99	75	\$0.00	\$75,679.01	25
700 NON DEPARTMENTAL									
00100 Personal Services	\$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
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	\$678,341.79	9	\$4,874,201.57	68	\$694,119.70	\$1,575,903.73	22

Level 3 Summary for March 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
TOTAL ALL FUNDS	\$7,144,225.00	\$0.00	\$678,341.79	9	\$4,874,201.57	68	\$694,119.70	\$1,575,903.73	22

Level 3 Summary for March 2021

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

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	020	020	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period	09
System Date	4/1/2021
System Time	2:36:49 pm
Print Date	4/1/2021
Print Time	2:36:52 pm
Run by	JDA
Print ID	381
System version	7.1.21
Export	APGLXP17
Export version	VM-07110002

Revenue Report

Level 3 Summary for March 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	\$33,421.55	7	\$296,546.85	66	\$152,045.15
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$33,421.55	7	\$296,546.85	66	\$152,045.15
Total SOLID WASTE	\$448,592.00	\$0.00	\$448,592.00	\$33,421.55	7	\$296,546.85	66	\$152,045.15
TOTAL ALL FUNDS	\$448,592.00	\$0.00	\$448,592.00	\$33,421.55	7	\$296,546.85	66	\$152,045.15

Expenditure Report

Level 3 Summary for March 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	\$24,041.90	10	\$178,852.08	73	\$0.00	\$64,765.92	27
00200 Commodities	\$105,854.00	\$0.00	\$3,807.44	4	\$44,803.70	42	\$10,744.85	\$50,305.45	48
00300 Contractual Services	\$35,850.00	\$0.00	\$1,172.59	3	\$9,713.47	27	\$0.00	\$26,136.53	73
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	\$29,021.93	6	\$264,571.06	59	\$10,744.85	\$173,276.09	39
Total SOLID WASTE	\$448,592.00	\$0.00	\$29,021.93	6	\$264,571.06	59	\$10,744.85	\$173,276.09	39
TOTAL ALL FUNDS	\$448,592.00	\$0.00	\$29,021.93	6	\$264,571.06	59	\$10,744.85	\$173,276.09	39

030 SOLID WASTE
900 SOLID WASTE

City Of Westminster

Level 3 Summary for March 2021

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

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	030	030	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period 09
System Date 4/1/2021
System Time 2:37:41 pm
Print Date 4/1/2021
Print Time 2:37:43 pm
Run by JDA
Print ID 381
System version 7.1.21
Export APGLXP17
Export version VM-07110002

Revenue Report

Level 3 Summary for March 2021

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
050 YOUTH RECREATION FUND								
400 RECREATION								
00401 Intergovenmental Rev	\$30,000.00	\$0.00	\$30,000.00	\$0.00	0	\$30,000.00	100	\$0.00
00402 License, Permits, & Fees	\$162,500.00	\$0.00	\$162,500.00	\$10,177.50	6	\$74,814.00	46	\$87,686.00
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	\$764.08	0	\$149,199.24	66	\$77,791.76
Total RECREATION	\$440,991.00	\$0.00	\$440,991.00	\$10,941.58	2	\$258,333.24	59	\$182,657.76
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$440,991.00	\$10,941.58	2	\$258,333.24	59	\$182,657.76
TOTAL ALL FUNDS	\$440,991.00	\$0.00	\$440,991.00	\$10,941.58	2	\$258,333.24	59	\$182,657.76

Expenditure Report

Level 3 Summary for March 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	\$12,930.61	8	\$110,382.15	64	\$0.00	\$61,449.85	36
00200 Commodities	\$61,800.00	\$0.00	\$3,288.26	5	\$21,256.18	34	\$0.00	\$40,543.82	66
00300 Contractual Services	\$185,859.00	\$0.00	\$18,205.64	10	\$87,126.68	47	\$22,114.53	\$76,617.79	41
00600 Capital Outlay	\$21,500.00	\$0.00	\$1,806.00	8	\$30,515.67	142	\$0.00	(\$9,015.67)	(42)
Total RECREATION	\$440,991.00	\$0.00	\$36,230.51	8	\$249,280.68	57	\$22,114.53	\$169,595.79	38
Total YOUTH RECREATION FUND	\$440,991.00	\$0.00	\$36,230.51	8	\$249,280.68	57	\$22,114.53	\$169,595.79	38
TOTAL ALL FUNDS	\$440,991.00	\$0.00	\$36,230.51	8	\$249,280.68	57	\$22,114.53	\$169,595.79	38

Level 3 Summary for March 2021

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

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	050	050	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period 09
System Date 4/1/2021
System Time 2:38:25 pm
Print Date 4/1/2021
Print Time 2:38:27 pm
Run by JDA
Print ID 381
System version 7.1.21
Export APGLXP17
Export version VM-07110002