

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING

October 10, 2023 @ 6:00 PM
Westminster Fire Department
216 Emergency Lane, Westminster

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. To preserve the decorum of this public meeting, and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

Special recognition of Police Officer and Firefighter of the Year

Routine Business

1. Approval of the September 12, 2023, Regular Meeting Minutes
2. Comments from the Utilities Director
 - a. USDA-RD Project Update
 - b. Other
3. Comments from City Administrator
 - a. January Planning Dates (*Proposed Schedule*):

A. January 4	Swearing-In Ceremony	5:30 pm
B. January 9	First half day work session	1:00 pm – 4:00 pm
	<i>(2023 year-in-review / financial overview)</i>	
C. January 9	City Council Meeting	6:00 pm
D. January 10	Second half day work session	9:00 am -1:00 pm
	<i>(facilitated session)</i>	
 - b. Anderson Park renovation update
 - c. Planning Commission and Board of Zoning Appeals Appointments
 - d. Other

Old Business

1. **Consideration of Second Reading of Ordinance No. 2023-10-10-01; An Ordinance Amending the Business License Ordinance of the City of Westminster to Update the Class Schedule as Required by Act 176 of 2020.**

South Carolina's Act 176, the Business License Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. As such, 2023 is a time to update licensing practices to remain in compliance with the state law. As required by Act 176, the class schedule updates use the latest statistical data on business

profitability from the IRS, which then receives approval from the SC Revenue and Fiscal Affairs Office.

*The City must adopt these by **December 31, 2023**, to address those licensing renewals that will take place for the license year running from **May 1, 2024 – April 30, 2025**.*

City Council passed first reading of the ordinance, unanimously.

Staff recommends approval.

New Business

2. Consideration of ORDINANCE NO. 2023-11-14-01; AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH DUKE ENERGY CAROLINAS, LLC; AND OTHER MATTERS RELATING THERETO.

The city has a Municipal Services Agreement (MSA) with Duke Energy Carolinas, LLC (Duke) for the electric services Duke provides in the corporate limits. The current agreement was signed in May 2009 with a ten-year initial term with automatic renewal in five-year increments. The MSA is set to expire/or auto renew on June 30, 2024. The MSA allows Duke a non-exclusive right to serve customers in the city limits and imposes a 4% franchise fee on the revenue generated from the service.

Duke has requested an update to the MSA. Edits to the new MSA have been made by city attorneys Lawrence Flynn and Andrew Holliday and approved by Duke. The new MSA is similar to the previous one. The change of note is an increase in the franchise fee from 4% to 5% (to align with the city's self-imposed franchise fee).

This ordinance is required to authorize the MSA and adopt the new franchise fee. The MSA is the next item on the agenda.

Staff recommends approval.

3. Consideration of MUNICIPAL SERVICE AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE [with Duke Energy Carolinas, LLC]

This is the MSA described in the item above. The council is requested to act on both the ordinance and the MSA in separate motions.

Staff recommends approval.

4. Consideration of ORDINANCE NO. 2023-11-14-02; AN ORDINANCE TO EXECUTE REAL PROPERTY SALE AGREEMENT

At the September 12, 2023, City Council Meeting Council considered a written offer by Mr. Mahlon Stoltzfus to purchase 0.2 acres, more or less, with attached personal property, as is located at 308 Fire Tower Rd (TMS 289-00-04-001) for \$3,500.

The subject property is adjacent to property owned by Mr. Stoltzfus. Utilities Director Kevin Harbin has evaluated the site and the tank and reports neither the property nor the tank is used by the City.

This ordinance authorizes the sale of the property. The next item is a Contract of Sale and Purchase which also requires Council action.

Staff recommends approval.

5. Consideration of CONTRACT OF SALE AND PURCHASE; THIS CONTRACT OF SALE AND PURCHASE by and between The City of Westminster and Mahlon Stoltzfus

This is the Contract of Sale and Purchase described in the item above. The Council is requested to act on both the ordinance and Contract of Sale and Purchase in separate motions.

Staff recommends approval.

6. Consideration of ORDINANCE 2023-11-14-03; AN ORDINANCE TO AMEND TITLE XIII CHAPTER 130 OF THE CODE OF ORDINANCES FOR THE CITY OF WESTMINSTER

This ordinance may be referred to as a “blanket trespass ordinance.” This ordinance authorizes law enforcement to issue trespass notices to individuals on private property without express permission of the owner. Provision for a warning of trespass followed by a trespass notice, with subsequent sanctions, authorize law enforcement to act. Additionally, private property owners may authorize law enforcement under the “blanket” provision to issue trespass notices to individuals that repeatedly trespass on private property without repeated approval of the property owner.

Staff recommends approval.

7. Consideration to authorize the addition of three (3) full-time fire fighter positions to the existing five (5) for a total of eight (8) full time firefighter positions.

On September 20, 2023, the city executed a new Fire Service Agreement with Oconee County as authorized by the City Council at its September 12, 2023 meeting. The new agreement increases the compensation from Oconee County to the City from \$285,000 annually to \$550,000 annually. As previously discussed with the Council, staff recommends the addition of three new fire fighter positions with execution of the new agreement. Average total compensation for one firefighter position is approximately \$75,000 per year.

The Fire Department budget will be presented for amendment at a future Council Meeting to reflect the increase in revenue and adjustments to expenditure line items.

Staff recommends approval.

8. Consideration of proposal from the Sports Facilities Company to conduct a Market Opportunity Analysis for \$18,000 AND to conduct a Financial Feasibility Assessment for \$35,000 plus applicable reimbursables

The Recreation Planning Committee (Committee) is scheduled to meet Wednesday, October 11, 2023, at 5:00 pm at City Hall to review proposals submitted from prospective contractors to build Phase I of the Hall Street Recreation Complex.

Given the magnitude of the scope of work, breadth of equipment choices and other intricate details that will need to be decided to construct new baseball fields, staff recently began discussions with The Sports Facility Company (SFC) to aide in the decision making. A SFC proposal is included for review. The fees proposed are suggested to be paid from the Hospitality Tax funds set aside for the Hall Street Recreation Complex.

Ideally, the Committee would vet a proposal such as this and then make (or not) a recommendation to the City Council. Given the Committee will meet the day after the Council, staff requests Council consider the proposal and approve contingent upon the approval of the Committee.

Staff recommends approval contingent upon approval by the Recreation Planning Committee.

9. Consideration to authorize the City Administrator to join a Class Action Lawsuit for Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873) Public Water System Settlement

*From the firms representing the class action lawsuit:
Regarding the ongoing Aqueous Film-Forming (AFFF) Multi-District Litigation (MDL) settlements involving Defendants DuPont, Chemours, Corteva and 3M.*

Recent developments in the AFFF MDL have resulted in significant progress towards achieving justice for public water systems that have been affected by PFAS contamination. On June 23, 2023 a settlement was announced with 3M Company. The proposed class settlement ranges between \$10.5 billion to \$12.5 billion and will cover the costs of water treatment needed to eliminate PFAS from public water supplies. This proposed class settlement comes on the heels of a \$1.185 billion class settlement with DuPont, Chemours, and Corteva announced just a few weeks ago.

It is important to note that time is of the essence in such complex litigation. The AFFF MDL settlements have established a limited window of opportunity for potential claimants to join the litigation and secure money and cost reimbursement from the compensation fund. By delaying your decision to retain legal representation, you may risk missing out on this opportunity to secure the money you need to remediate your water supply system. Our

experienced legal team is prepared to guide you through the process. We have a deep understanding of the complexities surrounding the AFFF litigation and the settlements under discussion.

The City Attorney has reviewed the Class Action Lawsuit and advises the City Council consider authorizing the City Administrator to join the City to the suit.

Staff recommends approval.

Adjourn

**MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Tuesday, September 12, 2023**

The City Council of the City of Westminster met in a regular scheduled meeting on Tuesday, September 12, 2023, at 6:00 pm at the Westminster Fire Department with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
Jimmy Powell

Dale Glymph
Adam Dunn

Daby Snipes

Ruth May

City Administrator, Kevin Bronson
Assistant to the City Administrator, Reagan Osbon
City Clerk, Rebecca Overton
Police Chief, Matt Patterson
Fire Chief, Michael Smith
Utility Director, Kevin Harbin
City Attorney, Andrew Holliday
Members of the public and press

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

Call to Order

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

Invocation and Pledge of Allegiance

Mrs. Daby Snipes led the Council in the invocation and the Pledge of Allegiance.

Certification of Quorum

Rebecca Overton certified a quorum.

Special Recognitions

Mayor Ramey read a Resolution honoring the late Allie "A.T." Caywood for a lifetime of dedicated service and community involvement. Mrs. Judy Caywood was present to receive the recognition.

Mayor Ramey read a Proclamation celebrating a century of wisdom and dedication of Ms. Bessie Mae Matheson who turned 105 on September 4, 2023. Mrs. Matheson's son

September 12, 2023

was present and read some comments of appreciation she had sent since she could not be in attendance.

Mayor Ramey read a Proclamation declaring September 12, 2023, as Westminster Dixie Majors Allstar Day in honor of the South Carolina State Champion Westminster Allstars. Players and Coaches were present to be recognized and were congratulated with a huge round of applause from members of Council and the audience.

Public Comments

David Cooper stated to Council that he felt like any resident who contacted Council Members or Employees, should get a response in a timely manner. He also expressed concerns about the four way stop sign near Walhalla Street, speeding drivers in that area, and suggested a need for speed bumps.

Brandy Monds of Upstate SC Get Snacked informed Council that the Free Santa Workshop has been moved to McLackey Orchard in Seneca.

Comments from the Mayor and Council

Mrs. Snipes congratulated the Apple Festival Committee for a very successful Festival and thanked all of the volunteers and City Staff for the hard work put into the Festival. Mr. Glymph thanked the volunteers responsible for the Tuesday morning Prayer Devotionals. Mayor Ramey thanked City Staff for their work during the Apple Festival and commended them for a job well done.

Routine Business

1. Approval of the August 8, 2023, Regular City Council Meeting Minutes

Upon a motion by Mr. Dunn and seconded by Ms. May, the motion to ***approve the August 8, 2023, Regular Meeting Minutes*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell		Yes
Reese		Absent
May	Second	Yes
Dunn	Motion	Yes
Snipes		Yes

2. Comments from the Utility Director

- a. Mr. Harbin informed Council that there were no problems or issues from the recent Apple Festival.

- b. Mr. Harbin informed Council that USDA Capital Water Project was moving along near Dawn Drive and Greenfield Road for water pressure issues. The next area will be Dixon Road.
 - c. Mr. Harbin informed Council that a recent vehicle accident on Highway 24 resulted in a broke pole but there were few outages and extra crews were called in to help rebuild a new pole and transfer service.
3. Comments from City Administrator
- a. Mr. Bronson informed Council that an error had been made in the initial conversations of the Riley Street property zoning issue. He added that staff had calculated how many lots could be subdivided base on R-25 zoning and that the calculations should have been based on R-15 zoning. Mr. Bronson added that this means that the Riley Street property does not need to be rezoned for the purposes of the Hope ComeUnity project.
 - b. Mr. Bronson informed Council that staff had recently had some issues with utilities and leases on Commercial buildings and that a Commercial Inspection Form had been drafted and placed into policy to correct these issues.
 - c. Mr. Bronson informed Council that the Anderson Park Project did not receive any bids, possibly because the bid specifications were too vague. He added that staff had acquired services from Studio Main to design the Park with construction documents then rebid the project.
 - d. Mr. Bronson informed Council that RIA Grant has been submitted to the Fall funding cycle. He added that this project would be for the construction of a 120,000-gallon ground surface water tank and related appurtenances on Unity Church Road to help with more efficient water pressure in that area.
 - e. Mr. Bronson informed Council that the Special Events Committee would be meeting on August 16 at 2:00 to discuss upcoming events and ideas.

Old Business

1. Consideration of Second Reading of Ordinance # 09-12-2023-01; An Ordinance to Rezone a Certain Parcel in the City of Westminster from R-25 (One-Family Residential) to MFR (Multi-Family Residential).

Mr. Bronson reminded Council that the Westminster Planning Commission met on Monday, July 17, 2023, to consider Zoning Amendment Application 2023-001 by Jonathan Terry for 104 Highlands Ave from R-25 to MFR. Mr. Bronson added that the applicant presented site plans to the commission and stated that he planned to develop duplexes and small, high density single-family units on the 11.5 Acre property.

Mr. Bronson added that the Commission asked questions about greenspace, density of units, and continuity of adjacent properties. Applicant said that he intended to incorporate greenspace into the final design plan, likely around the currently abandoned home on the property at the end of Dickson Street.

Mr. Bronson informed Council that the Commission recommended approval of the Application, by a vote of 5-0 (unanimous).

Upon a motion by Mr. Dunn and seconded by Ms. May, the motion to ***approve Second Reading of Ordinance #2023-09-12-01; Rezone a Certain Parcel in the City of Westminster from R-25 (One-Family Residential) to MFR (Multi-Family Residential)*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell		Yes
Reese		Absent
May	Second	Yes
Dunn	Motion	Yes
Snipes		Yes

2. Consideration of First Reading of Ordinance No. 09-12-2023-02; An Ordinance to Rezone a Certain Parcel in the City of Westminster from R-15 (One-Family Residential) to MFR (Multi-Family Residential).

Mr. Bronson reminded Council that the Westminster Planning Commission met on Monday, July 17, 2023 to consider Zoning Amendment Application 2023-002 by the City of Westminster for 115 Riley Ave from R-15 to MFR. He added that the City, applicant, and owner, has agreed to convey the property to Westminster Hope ComeUnity, a local nonprofit group, contingent upon rezoning to MFR. Westminster Hope ComeUnity seeks to use the vacant lot, formerly the City Recycling Center, to build three small single-family homes for individuals and families who are without a home for several months while they prepare for and find a permanent residence.

Mr. Bronson informed Council that the Commission did not recommend approval of the application to council, and members cited concerns about location (proximity of a vulnerable population to the HUD supported housing) and ability of the organization to properly manage the project (citing inexperience, not

intention as a basis). Mr. Bronson added that the Commission vote was 2-2 (1 abstention).

Upon a motion by Mr. Dunn and seconded by Ms. May, the motion to ***approve Second Reading of Ordinance No. 09-12-2023-02; An Ordinance to Rezone a Certain Parcel in the City of Westminster from R-15 (One-Family Residential) to MFR (Multi-Family Residential)*** failed.

Member	Motion	Vote
Ramey		No
Glymph		No
Powell		No
Reese		Absent
May	Second	No
Dunn	Motion	No
Snipes		No

3. Consideration of Second Reading of Ordinance # 09-12-2023-03; Authorizing an Equipment Lease Purchase Agreement in the Amount of not Exceeding \$535,000 Between the City of Westminster, South Carolina, And First Citizens Bank & Trust Company, to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto.

Mr. Bronson reminded Council that the FY2023-2024 Annual Budget includes the equipment listed below to be purchased using lease-purchase financing. He added that First Citizens Bank offers a competitive lease-purchase financing product that meets the requirements of South Carolina law for municipal financing.

Equipment Estimated Cost

Two (2) Police Vehicles	\$ 90,000
One (1) Public Works Vehicle	\$ 44,045
One (1) Water Pickup	\$ 46,000
One (1) Sewer Tractor	\$ 55,000
One (1) Leaf Truck	\$277,000
TOTAL ESTIMATED COST	\$512,045

Mr. Bronson added that the not-to-exceed lease-purchase financing was approved by City Council on first reading on August 8, 2023, which was valued at \$540,000 includes closing costs. **Since the date of first reading of the ordinance the not-to-exceed amount has been amended to \$535,000.** The interest rate is

fixed and is bank-qualified at 4.48% for 5 years. There are no fees for pre-payment.

Upon a motion by Mrs. Snipes and seconded by Mr. Glymph, the motion to ***approve Second Reading of Ordinance # 09-12-2023-03; Authorizing an Equipment Lease Purchase Agreement in the Amount of not Exceeding \$540,000 Between the City Of Westminster, South Carolina, And First Citizens Bank & Trust Company, to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph	Second	Yes
Powell		Yes
Reese		Absent
May		Yes
Dunn		Yes
Snipes	Motion	Yes

4. Consideration of Second Reading of Ordinance #09-12-2023-04; An Ordinance to Establish a Registration for Vacant and Abandoned Buildings, to Amend the City's Code of Ordinances in Connection Therewith, and Other Matters Related Thereto

Mr. Bronson reminded Council that vacant properties have a greater potential than occupied properties to cause significant and costly problems for the City. He added that these properties often require greater levels of service from law enforcement, codes enforcement, and other City services and, thereby create a financial burden for the City and detract from the quality of life of the surrounding neighborhoods and the City as a whole. Mr. Bronson also stressed to Council that vacant properties have a greater likelihood of becoming unsightly, structurally unsound, and otherwise dangerous.

Mr. Bronson informed Council that the mechanism for addressing these types of properties is a registry system that compels property owners to register their properties with the City and includes a fee schedule.

Upon a motion by Mrs. Snipes and seconded by Mr. Powell, the motion to ***approve Second Reading of Ordinance #09-12-2023-04; An Ordinance to Establish a Registration for Vacant and Abandoned Buildings, to Amend the City's Code of Ordinances in Connection Therewith, and Other Matters Related Thereto*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes

Powell	Second	Yes
Reese		Absent
May		Yes
Dunn		Yes
Snipes	Motion	Yes

New Business

1. Consideration of First Reading of Ordinance #2023-10-10-01; An Ordinance Amending the Business License Ordinance of the City of Westminster to Update the Class Schedule as Required by Act 176 of 2020.

Mr. Bronson informed Council that the South Carolina's Act 176, the Business License Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. He added that as such, 2023 is a time to update licensing practices to remain in compliance with the state law. As required by Act 176, the class schedule updates use the latest statistical data on business profitability from the IRS, which then receives approval from the SC Revenue and Fiscal Affairs Office. The City of Westminster must adopt these by **December 31, 2023**, to address those licensing renewals that will take place for the license year running from **May 1, 2024 – April 30, 2025**.

Upon a motion by Mr. Glymph and seconded by Mrs. Snipes, the motion to *approve First Reading of Ordinance #2023-10-10-01; An Ordinance Amending the Business License Ordinance of the City of Westminster to Update the Class Schedule as Required by Act 176 of 2020* passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph	Motion	Yes
Powell		Yes
Reese		Absent
May		Yes
Dunn		Yes
Snipes	Second	Yes

2. Consideration of an Intergovernmental Agreement for Fire Protection and Other Emergency Response Services with Oconee County

Mr. Bronson informed Council that the city has an intergovernmental agreement (IGA) with Oconee County to provide fire service protection to the unincorporated areas around the city. He added that the agreement was signed June 20, 2012. Mr. Bronson also added that since that time properties in the

unincorporated area have developed increasing the calls for service and new developments are under construction, with even more are planned for the area. With the direction and input from the City Council, the final draft agreement is presented for Council's consideration. It is not substantially different from the existing IGA. The highlights include:

- Five (5) year term with a maximum of two five (5) year extensions
- Either party may terminate with a twelve (12) month notice
- City will respond to actual or suspected emergencies (fire, medical, hazmat, rescue, and related services) as it does in the city limits
- Monthly reporting from City to County
- Annual compensation from County to City is \$550,000
- Cooperative effort to maintain ISO ratings
- Other legal provisions

Upon a motion by Mrs. Snipes and seconded by Mr. Powell, the motion to ***approve an Intergovernmental Agreement for Fire Protection and Other Emergency Response Services with Oconee County*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell	Second	Yes
Reese		Absent
May		Yes
Dunn		Yes
Snipes	Motion	Yes

3. Consideration of Resolution No. 09-12-2023-01; A Resolution Supporting the Local Match for the CDBG - Community Development Block Grant Program

Mr. Bronson informed Council that the application deadline for the fall round of Community Development Block Grant (CDBG) program managed by the South Carolina Department of Commerce is September 15, 2023. He added that the City's grant application will fund improvements to the downtown streetscape on Retreat Street and on Main Street from Retreat Street to Lucky Street. The improvements will be designed by Seamon Whitside (SW+). The current estimate for the project is \$1,296,204. The grant request is for CDBG funds to cover \$750,000 with the City providing a match of \$546,204. Grant awards are anticipated to be announced late this calendar year and construction to begin in 2024.

Upon a motion by Ms. May and seconded by Mr. Glymph, the motion to ***approve Resolution No. 09-12-2023-01; A Resolution Supporting the Local Match for the CDBG - Community Development Block Grant Program*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph	Second	Yes
Powell		Yes
Reese		Absent
May	Motion	Yes
Dunn		Yes
Snipes		Yes

4. Consideration Of Resolution No. 09-12-2023-02; A Resolution to Remand the Westminster Zoning Ordinance to The Planning Commission for Review

Mr. Bronson reminded Council that last summer, City Council and the Planning Commission engaged attorney and planning consultant Spencer Wetmore to review and update the Westminster Zoning Ordinance, including joint sessions of the Council and Commission. He added that this resolution would empower the Planning Commission to review and amend the ordinance and recommend action for City Council.

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to ***approve Resolution No. 09-12-2023-02; A Resolution to Remand the Westminster Zoning Ordinance to The Planning Commission for Review*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph	Second	Yes
Powell		Yes
Reese		Absent
May		Yes
Dunn	Motion	Yes
Snipes		Yes

5. Consideration of the Westminster Planning Commission Bylaws as approved by the Westminster Planning Commission

Mr. Bronson informed Council that at the August 21, 2023, meeting of the Westminster Planning Commission, the Commission unanimously approved Bylaws for the Commission. He added that these proposed bylaws were adapted from several other jurisdictions across the state and were prepared by consultant Wade Luther and Assistant to the City Administrator Reagan Osbon. Mr. Bronson also added that the City is compelled by state law to have Bylaws for the Planning Commission and they exist primarily to establish procedures for meeting times, conducting business, and application processing.

Upon a motion by Mrs. Snipes and seconded by Ms. May, the motion to ***approve the Westminster Planning Commission Bylaws as approved by the Westminster Planning Commission*** passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell		Yes
Reese		Absent
May	Second	Yes
Dunn		Yes
Snipes	Motion	Yes

6. Special Events Committee Update
(Councilmembers May, Reese, and Snipes are the Council representatives on the Committee.)

Mr. Osbon informed Council that the Special Events Committee met on August 16, 2023, at City Hall and on August 30, 2023, at the Utility Shop. He added that at the August 16 meeting, the committee reviewed dates and times for upcoming events, requested that they review special event applications, directed staff to work with Downtown merchants for Boo on Main, began preliminary discussions around a Juneteenth Celebration, established a process for parade routes and sign-ups, and began a strategy and schedule for Christmas events.

Mr. Osbon also informed Council that the following event schedule was finalized:

- City Staff Decorating: November 20-22, 27-30 (if needed)
- Tree Lighting: Dec. 1 at 7:00pm
- Christmas Parade: Dec. 2 at 11:00am
- Westminster Festival of Trees at the Depot: Dec. 1-2, 8-9, 15-16, 22.

7. Recreation Planning Committee Update
(Mayor Ramey and Councilmember Dunn are the Council representatives on the Committee.)

Mr. Bronson informed Council that the Recreation Planning Committee met on September 6, 2023, at City Hall. He added that the Committee reviewed the requirement and timelines in the Request for Proposals (RFP) developed to construct Phase I of the Hall Road Recreation Complex.

8. Discussion regarding the special event personnel policy

Mr. Osbon informed Council that the Events Committee voted to recommend to council that the city begin charging for personnel services to support special events. He added that currently, the Police, Fire, and Utility Departments provide personnel free of charge to special events, despite often having to pay overtime rates to employees. Mr. Osbon stated that the Committee had come up with the following rate schedule suggestion:

Police	\$35 per hour per officer
Fire:	\$35 per hour per firefighter
Public Works:	\$30 per hour per employee

After some discussion, Council tabled this topic until January.

9. Discussion regarding Dixon Road Water Lines

Mr. Bronson reminded Council that the USDA-RD project to improve and add new water lines includes adding a water line along Dixon Road. He added that there are currently fourteen houses that are served by City water and that the water meters for all these houses are in one location at the intersection of Jenkins Bridge Road and Dixon Road. Mr. Bronson also added that the houses currently have self-installed water lines through each property to the water meters and that if one-line breaks or has a leak it is nearly impossible to determine which line services which house.

Mr. Bronson further stated to Council that the USDA-RD project will add a water line so each house may be served properly from water meters located in front of each property, it will also improve water pressure and reliability. He added that as the contractor nears completion of the installation of the new water line, all the property owners will need to connect to the new water line through new water meters and that this will need to be a coordinated effort so that all properties are

connected at the same time so the new water line may be used, and the old meters removed.

Mr. Bronson informed Council that Staff is suggesting that the City hire one contractor to install the water lines from the houses to the meter. He added that this is the property owner's responsibility; however, given the cost anticipated for this it may cause a hardship or financial burden which could cause the property owners to delay in making the connection and therefore a contract will be developed to allow the City to pay the plumbing contractor for the installation with the cost recovered through the utility bill of the property owners over 24-36 months. Liability waivers will be required.

Council agreed with this plan.

10. Discussion of an offer to purchase 0.2 acres of City-owned property located at 308 Fire Tower Road by Mahlon Stoltzfus

Mr. Bronson informed Council that on September 5, 2023, he received an offer to purchase the property located at 308 Fire Tower Road for \$3,500. He added that the subject property is adjacent to property owned by Mr. Stoltzfus and that Utilities Director Kevin Harbin has evaluated the site and the tank and reports neither the property nor the tank is used by the City.

Upon a motion by Mr. Ramey and seconded by Mrs. Snipes, the motion to ***approve the offer to purchase 0.2 acres of City-owned property located at 308 Fire Tower Road by Mahlon Stoltzfus*** passed unanimously.

Member	Motion	Vote
Ramey	Motion	Yes
Glymph		Yes
Powell		Yes
Reese		Absent
May		Yes
Dunn		Yes
Snipes	Second	Yes

Adjourn

Upon a motion by Mayor Ramey and seconded by Mrs. Snipes, the motion ***to adjourn the meeting at 8:16 pm*** passed unanimously.

(Minutes submitted by Rebecca Overton)

September 12, 2023

Mayor Brian Ramey

Date

September 12, 2023

ORDINANCE # 2023-10-10-01

**AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF WESTMINSTER TO UPDATE
THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

WHEREAS, the CITY of WESTMINSTER (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2023-10-10-01 on October 10, 2023, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Westminster, as follows:

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: "**8.6 NAICS Code Varies – Billiard or Pool Tables**. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that."

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended and restated as set forth on the attached Exhibit A.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

ENACTED IN REGULAR MEETING, this ____ day of _____, 20 ____.

Mayor

ATTEST:

Clerk

First reading: _____

Final reading: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

ORDINANCE NO. __

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH DUKE
ENERGY CAROLINAS, LLC; AND OTHER MATTERS RELATING
THERE TO.**

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:

WHEREAS, the City is a municipal corporation of the State of South Carolina (the “**State**”) located in Oconee County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities;

WHEREAS, Duke Energy Carolinas, LLC (“**Duke**”) is an electric utility and provides electric service within a territory assigned to it under the terms of S.C. Code Ann. § 58-27-640 and in other areas where it is authorized to serve by law;

WHEREAS, pursuant to Article VIII, §15 of the Constitution of the State of South Carolina and S.C. Code Ann. §5-7-30, the City is authorized to grant a non-exclusive franchise to utilities, including Duke, for the use of public streets, alleys and rights-of-way and to charge reasonable fees for such use; and

WHEREAS, in order to further set the amount of franchise fees to be paid by Duke to the City and other terms, the City and Duke have negotiated a “MUNICIPAL SERVICE AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE” (the “**Agreement**”), the form of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and the Council members of the City of Westminster, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Grant of Franchise

The Council, subject to the terms of the Agreement, hereby grants to Duke a non-exclusive franchise for electric service [within the Franchise Area (as such term is defined in the Agreement)] for a period of 10 years, as may be extended under the terms of the Agreement. The franchise includes the right, power, and authority to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys, and public places of the City, its electric distribution and transmission lines, poles, conduits, transformers, communication cables, and connections and services thereto. The Council further accepts the payment of a franchise fee from Duke pursuant to the terms of the Agreement.

Section 3 Approval of the Agreement

A. The Council has reviewed the Agreement, the form of which is attached to this Ordinance as Exhibit A.

B. The Council approves of and authorizes the execution and delivery of the Agreement. The Agreement shall be executed and delivered on behalf of the City by the Mayor. Upon such execution, the Council shall be timely informed of the execution of the Agreement and advised of any changes to the Agreement from the form attached to this Ordinance. The consummation of the transactions and undertakings described in the Agreement, and such additional transactions and undertakings as may be determined by the City Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved.

Section 4 Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Agreement, the Mayor and the City Administrator, acting together or individually, are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the Mayor or Council members, City Administrator, or City staff in connection with the execution and delivery of the Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5 Severability

If any one or more of the provisions this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6 Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause 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 7 Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8 Effect

This Ordinance shall be enacted and effective upon second reading by the Council.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this _____ day of _____, 2023.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

First Reading: _____, 2023

Second Reading: _____, 2023

Approved as to Form:

City Attorney

EXHIBIT A
FRANCHISE AGREEMENT

STATE OF SOUTH CAROLINA)	MUNICIPAL SERVICE AGREEMENT
)	FOR THE PROVISION OF ELECTRIC
COUNTY OF OCONEE)	SERVICE

THIS AGREEMENT, made and entered into this the ____ day of _____ 2023, by and between Duke Energy Carolinas, LLC, a limited liability company organized and existing under the laws of the State of North Carolina, duly domesticated in the State of South Carolina, hereinafter, for itself and its successors and assigns, called "Company," and the City of Westminster, a municipality incorporated under the laws of the State of South Carolina, hereinafter called the "City."

WITNESSETH:

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

1. As payment for the rights enumerated hereinafter for the term of this Agreement, the Company will pay to the City, during the term of this Agreement, on or before the 60th day following the end of each calendar quarter, a sum of money equal to five percent (5%) of the Company's gross electric receipts from the sale of electricity using approved electric rates, derived by Company from within the corporate limits of the City, for the previous calendar quarter. If the first period of service is less than a full calendar quarter, the Company shall make the gross receipts payment to the City for that part of the calendar quarter the Agreement was in effect.

2. During the term of this Agreement, the City reserves the right to adjust the fee upon a vote by the City Council and will provide 120 calendar days' prior notice of such adjustment to Company.

3. The payment of the percentage of gross electric receipts as provided in Section I shall be in lieu of all occupation, license, gross receipts, excise, franchise and all other levies or taxes, however designated, and in full payment of all such money demands and charges on such accounts. The Company shall still pay ad valorem taxes on the Company's property, standard building permit fees and standard right-of-way management/encroachment permit fees in amounts established by the City through its ordinances, regulations and practices that are otherwise applicable.

4. The City hereby consents to the Company's use of all public streets, avenues, alleyways, and public rights-of-way, however designated, for the provision of electric service to the City and its inhabitants and for the maintenance and operation of the Company's facilities within the corporate limits. The City grants its consent to the Company to construct and install, operate, maintain, renew, replace and repair its electrical distribution and transmission lines, poles, conduits, transformers, communications cables and connections and services thereto, and to operate, maintain, renew, replace and repair any existing distribution and transmission lines, through, across, along and under the public streets, avenues, roads, alleys, and other public rights of way in the City for the transmission, distribution and sale of electricity and its own internal communications purposes, subject to the terms and conditions of this Agreement and applicable municipal ordinances. PROVIDED, however, that no consent is granted hereby for the use of any public streets, avenues, roads, alleys, or other public rights of way in the City for the construction of any transmission line

unless that transmission line is specifically necessary for and will be used primarily as an integral part of the electric distribution system serving electricity within the corporate limits of the City; PROVIDED FURTHER, however, that in the case of any transmission line annexed into the City after the effective date of this Agreement, the Company shall have the consent of the City to use the public streets, avenues, roads, alleys, or other public rights of way in the city for the continued maintenance and operation of such line. AND FURTHERMORE, that in the event of annexation of any territory into the City within which the Company has filed with the Federal Energy Regulatory Commission and/or the South Carolina Public Service Commission of South Carolina (the "Commission") for approval of the design, routing, siting, and construction of a transmission line not necessary for or intended to be used as an integral part of the electric system for provision of electricity within the City limits and so long as the Company agrees to minimize to the maximum extent possible any possible adverse impact within the City, and to perform the work in accordance with ordinances applicable to all other such construction and utility work within the City Limits, then no further consent of the City shall be necessary for the use of the public streets, avenues, roads, alleys, or other public rights of way in that annexed territory for the construction, maintenance, and operation of that transmission line. The parties hereto may make additional contracts not in conflict with this Agreement for the furnishing of said electric energy in accordance with state law, and under the rates and regulations of, or approved by, the Commission.

5. The Company's right to use public rights-of-way shall be non-exclusive. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold, use or operate a transmission or distribution system to supply electricity to itself or to others, or should the City grant to another provider of electric service the right to use public rights-of-way for the transmission or distribution of electricity, then all such occupants and users of the rights-of-way shall also be required to receive permission from the City for such occupancy and use and shall pay the same percentage fee on gross electric receipts of the Company recited in Section 1, so that the Company will not be at a competitive disadvantage as a consequence of the fee required by this Agreement.

6. All work upon the streets and public rights-of-way of the City shall be done under the general supervision and in compliance with applicable ordinances of the City. All street pavement, sidewalks, curb, gutter, sewer, and storm drain facilities, and all appurtenances of any type which may be displaced by reason of such work shall be properly replaced and re-laid by the Company to the reasonable satisfaction of the City. If the City or the State of South Carolina determines that it is necessary to reconstruct, widen, or relocate a road or other public right-of-way, the City may require the Company at the Company's sole expense to relocate its facilities then located in the public right-of-way to an acceptable alternate location within the public right-of-way, as reconstructed, widened, or relocated. If the Company's equipment is located on private property at the time relocation is required by the City's reconstruction, widening, or relocation of the public right-of-way, then the City shall pay for the cost of relocation of any Company equipment located on private property. This provision on expense allocation shall not require the City to pay for the expense of relocation of facilities located on private property when the right-of-way change is one required by the State of South Carolina. Nor shall the Company be obligated to incur expenses for the relocation of its facilities when the sole basis for relocation is one of aesthetic preference of the City which is unrelated to infrastructure improvement for public health and safety or for project specific economic development.

7. In the event that the Company's electric service shall be wholly or partially interrupted or suspended, or shall fail due to any cause reasonably beyond the control of the

Company and not due to its neglect, or in the event that the Company shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or making repairs or alterations thereto, the Company shall not be obligated to provide said service during any such period of interruption, suspension or failure, and shall not be liable for any damage or loss resulting therefrom.

8. It is expressly agreed that the Company does not hereby contract to furnish power for pumping water for extinguishing fires. It is expressly agreed that the Company shall not in any event be liable to the City for any loss or damage occasioned by fire which may result from the failure of the Company to supply electric power to operate any pumping apparatus.

9. It is understood and agreed that this Agreement and all service rendered hereunder are subject to the Rules and Regulations of the Commission and the Service Requirements of the Company filed with the Commission, as the same now exist, or as they or any of them, may be hereafter amended, modified, changed, or annulled in accordance with the laws and regulations thereto pertaining but only to the extent such rules and regulations may be applicable within municipal limits. All service rendered to the City by the Company shall be in accordance with the Rate Schedules, Service Regulations, Underground Distribution Installation Plan, Municipal Overhead to Underground Conversion Plan, underground plan and forms of contract of the Company, on file with the Commission.

10. Whenever the Company owns real property, which is outside the corporate limits of the City, but which becomes eligible for annexation under any procedure authorized by the general law of the state, then this Agreement shall constitute written consent by the Company for the annexation of the eligible property. The signature provided below on behalf of the Company shall bind the Company as the signature requirement at the time, if any.

11. The initial term of this Agreement shall be ten years, with an effective date of [____], 2023 and a termination date of [____], 2033. Thereafter, this Agreement will renew automatically in five year increments, unless either party provides the other with written notice at least 180 days prior to the date of the automatic renewal. Should such notice be given by either party, the parties agree to negotiate, in good faith, modifications to this Agreement. In any case this Agreement shall not extend past [____], 2043.

12. In the event the South Carolina General Assembly enacts legislation which deregulates or otherwise restructures the generation and distribution of retail electrical service in this state, then the Company and City agree to discuss modifications to this Agreement. Failure to agree on modifications within 90 days of the effective date of the legislation, but in no event sooner than 180 days of the enactment of the legislation, will entitle either the Company or the City to provide 90 days written notice to the other party of termination. Upon expiration of such notice period, this Agreement shall become null and void. Upon the expiration of this Agreement, all sums due to the City which have accrued but which have not yet been paid, shall become due and payable within 60 days of the last day of the month in which termination occurs.

13. Implementation of this Agreement and the application of its terms shall be made in good faith by the parties and in accord with such additional terms they may mutually agree to for that purpose.

14. Upon execution of this Agreement, all prior agreements of any other type, however designated, which relate to the provision of electric service by the Company to the City or which pertain to the use of public rights-of-way within the City shall become null and void, except to the extent the provisions contained therein are separately renewed in this Agreement or in any collateral agreement permitted by this Agreement.

15. Whenever this Agreement requires or permits that notice be given by one party to another, such notice shall be in writing and deemed given (a) when delivered in person to the other party; or (b) when deposited with either a nationally recognized courier or the U.S. Postal Service, addressed as follows:

City: City of Westminster
Attn: _____

Company: Duke Energy Carolinas, LLC

Charlotte, NC 28202

With Copy to:

Office of the General Counsel
Attn: Christopher King
550 S. Tryon Street, DEC45A
Charlotte, NC 28202

16. This Agreement shall be governed by the laws of the State of South Carolina without regard to the conflicts of law provisions therein.

17. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties.

18. The failure of Company in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement in duplicate originals, as of the day and year first above written.

ATTEST:

DUKE ENERGY CAROLINAS, LLC

Assistant Secretary

Vice President

ATTEST:

CITY OF WESTMINSTER

APPROVED AS TO FORM:

City Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) ORDINANCE #2023-11
CITY OF WESTMINSTER)

AN ORDINANCE TO execute REAL PROPERTY SALE AGREEMENT ("Agreement") dated as of the ____ day of _____, 2023 is entered into by and between the CITY OF WESTMINSTER, SOUTH CAROLINA ("Seller"), a body politic and corporate and a political subdivision of the State of South Carolina, and Mahlon Stoltzfus ("Buyer").

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

WHEREAS, the City of Westminster desires to sell the property commonly known as 308 Fire Tower Rd. (Oconee TMS 289-00-04-001) to **Mahlon Stoltzfus** and **Mahlon Stoltzfus** desires to buy the premises and all personal property thereon from the City of Westminster; and

WHEREAS, in consideration of the payments contemplated in and the mutual covenants of the parties made within the attached Agreement (EXHIBIT A – Real Property Contract of Sale Agreement between The City of Westminster as Seller and **Mahlon Stoltzfus** as Buyer) the sufficiency of which is acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein.

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

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

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

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

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

APPROVED, this ____ day of _____ 2023.

Brian Ramey, Mayor

First Reading:

Rebecca Overton, City Clerk

Second Reading:

Reviewed by City Attorney and approved as to form.

Andrew Holliday, City Attorney

STATE OF SOUTH CAROLINA

Buyer Address:

171 Helen Place
Westminster, SC 29693

Seller Address:

P.O. Box 399
Westminster, SC 29693

COUNTY OF OCONEE

*

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE is made and entered into this _____ day of _____, 2022, by and between **The City of Westminster** (hereinafter "Seller") and **Mahlon Stoltzfus**, (hereinafter "Buyer"), and the agreement is executed and delivered in duplicate originals.

I. THE PREMISES

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

Parcel of land located off of Fire Tower Rd. containing .2 acres more or less, and being designated as TMS # 289-00-04-001.

II. TERMS OF THE SALE

The sales price for the Premises is agreed to be the sum of THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$3,500.00) (hereinafter "Purchase Price") to be paid by the Buyer to the Seller at closing on the date set forth in Section III of this agreement.

III. CLOSING AND CONVEYANCE

The closing date shall be on a date on or before December 1, 2023 (hereinafter "Closing Date"). On the Closing Date, Buyer shall pay Seller the Purchase Price and Seller

shall deliver title to the Buyer for the Premises by general warranty deed conveying good, marketable, fee simple title to the Premises. Seller shall also convey the water tower, other fixtures, and all personal property remaining on the Premises on the date of Closing to the Buyer with a Bill of Sale to be executed at Closing.

IV. DISCLAIMER OF WARRANTY

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

V. CLOSING FEES

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

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

VI. RISK OF LOSS OR DAMAGE

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

under this Agreement OR terminating this Agreement pursuant to Section IX.

VII. ACTUAL COSTS

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

VIII. DEFAULT

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

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

IX. TERMINATION UPON DEFAULT OR DESTRUCTION

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

X. ACKNOWLEDGEMENT

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

XI. SURVIVAL CLAUSE

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

XII. GOVERNING LAW

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

XIII. ASSIGNABILITY

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

XIV. MERGER CLAUSE

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

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

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

City of Westminster

_____[SEAL]
By: Kevin Bronson, City Administrator

[As to Buyer]

_____[SEAL]

Mahlon Stoltzfus

ORDINANCE 2023-11-14-03

AN ORDINANCE TO AMEND TITLE XIII CHAPTER 130 OF THE CODE OF ORDINANCES FOR THE CITY OF WESTMINSTER

WHEREAS, the Westminster City Council desires to provide citizens with the ability to request the Westminster Police Department to enforce trespassing laws on such citizen's property; and

WHEREAS, the Westminster City Council has determined that it would be in the City and citizens' best interest to clarify trespassing laws within the City and setting forth a program to allow such police intervention at the request of property owners; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Westminster, South Carolina, Title XIII Chapter 130 **is amended**:

Indicates New Matter

By **AMENDING** Title XIII, Chapter 130, and **ADDING** Section 33, 34, and 35 as follows:

§ 130.33 – Camping on Private or Public Property

- (A) It shall be unlawful for any person who, without permission from the legal owner, occupant, or authorized representative of the owner or occupant, performs the acts described in subsections (i) and (ii) below on the property of another person or entity, specifically including property owned or managed by the City of Westminster.
- (i) sets up any bedding, camp, tent, or temporary structure of any kind; or
 - (ii) who builds a campfire, burns flammable items in a burn barrel, operates a portable grill, camp stove, or other fire.

- (B) Any person found guilty of violating this section shall be fined an amount not to exceed \$200 or 30 days in jail for each offense.

§ 130.34 – Trespass After Warning

- (A) It shall be unlawful for any person who, without legal cause, privilege, or permission,
- (i) enters in the dwelling house, place of business, or onto the real property of another person or entity after having been warned not to do so; or
 - (ii) any person who having entered onto the real property of another person or entity without having been previously warned but who fails and refuses, without good cause to leave immediately upon being ordered or requested to do so by the owner or person in legal possession thereof.
- (B) Any person found guilty of violating this section shall be fined an amount not to exceed \$200 or 30 days in jail for each offense.

§ 130.35 – Blanket Trespass Warning Authorization Program

(A) Definitions

- (i) **Camping:** Any person building, living, staying or temporarily using any covered or uncovered area, bedding, dining area, outdoor bathroom or other means of staying in place outdoors on any property described in this ordinance.
- (ii) **Loitering:** Standing, sitting, or lying idly; or walking around without apparent purpose at any business, private or public property.
- (iii) **Panhandling:** Any asking, begging, or pleading for any material whether monetary or otherwise; on any public street, private road, businesses, public or private for the purpose of gaining anything of monetary value, or food, liquid, materials (clothing, tarp, tent, tools, etc).
- (iv) **Trespasser:** A person who enters and remains on the land or business of another person without permission or without legal privilege.
- (v) **Vagrancy:** The status given to a person who travels from place to place, is or is not homeless, does or does not work and loiters around, with or without any means of support without an apparent reason, business or legitimate excuse to be on said property determined by the owner or their representatives.

(B) A property owner, building owner, property manager or person having legal control of property, or their legal representative (employee) can authorize the City of Westminster Police Department to enforce, in absolute police discretion, the trespass statute on their property. To have the possibility of enforcement pursuant to this section, the person must:

- (i) Appear in person at the Westminster Police Department or contact the Police Department for an application and affidavit for the trespass enforcement authorization program; and
- (ii) Declare the application and affidavit to be a public record for the purposes of Rule 803(8) South Carolina Rules of Evidence and/or appear in municipal court if subpoenaed.

(C) The application and affidavit must be notarized. After receipt of the sworn document, a site visit will be conducted by the Police Department. The Police Department will determine the placement and number of signs provided by the City. The City or its representatives will determine if there are proper areas of placement for all signs and how many are needed for the property. Once the location is suitable, the owner or representative will be notified, and the authorized signs may be purchased by the participant from the City and will be placed by the City.

(D) All signs shall be legible and not blocked by any fixed or attached objects around the business.

(E) It shall be unlawful for any person knowingly to enter or remain upon the premises of another when the consent to enter or remain is either absent, denied or withdrawn by the owner, occupant or person having lawful control thereof.

- (F) When the property has been posted by the City of Westminster with conspicuous signage of sufficient notice declaring the property to be under the trespass enforcement authorization program, it shall be prima facie evidence that consent to enter or remain upon the premises of another is absent, denied or withdrawn. A “conspicuous” sign shall mean a sign that is at least one square foot in size. “Sufficient notice” shall mean the lettering on a conspicuous sign is at least one inch in height and contains the following language or words similar notice:

“NO TRESPASS AT ANY TIME (OR AS TIMES SET FORTH), PRIVATE
PROPERTY UNDER TRESPASS ENFORCEMENT AUTHORIZATION PROGRAM
CITY OF WESTMINSTER POLICE DEPARTMENT”

- (G) It shall be unlawful to deface, damage or remove any sign placed under the authority of this section and punishable by law.
- (H) Trespass after warning is unlawful pursuant to Section 130.34, Westminster Code of Ordinances.
- (I) All copies of Trespass warnings will be turned in immediately or by the end of shift by the Westminster Police Department to the Oconee County Sheriff’s Office dispatch. Copies of said trespass warning will be kept on file at Westminster Police Department. Make sure the warning is promptly turned in no later than the end of shift to the supervisor for record collection.
- (J) If any provision of this section is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of the subsection are valid, unless it appears to the court that the valid provisions of the subsection are so essentially and inseparably connected with, and so dependent upon, the void provisions that it cannot be presumed City Council would have enacted the valid provisions without the void one, or unless the court determines that the valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.
- (K) Trespass warnings pursuant to this Ordinance are enforceable by the Westminster Police Department and in accordance with said ordinance may trespass any person who is a vagrant, who is panhandling, camping, and/or is loitering on said property.
- (L) Any person found guilty of violating this any portion of this section shall be fined an amount not to exceed \$200 or 30 days in jail for each offence.

1st reading: _____

2nd reading_____

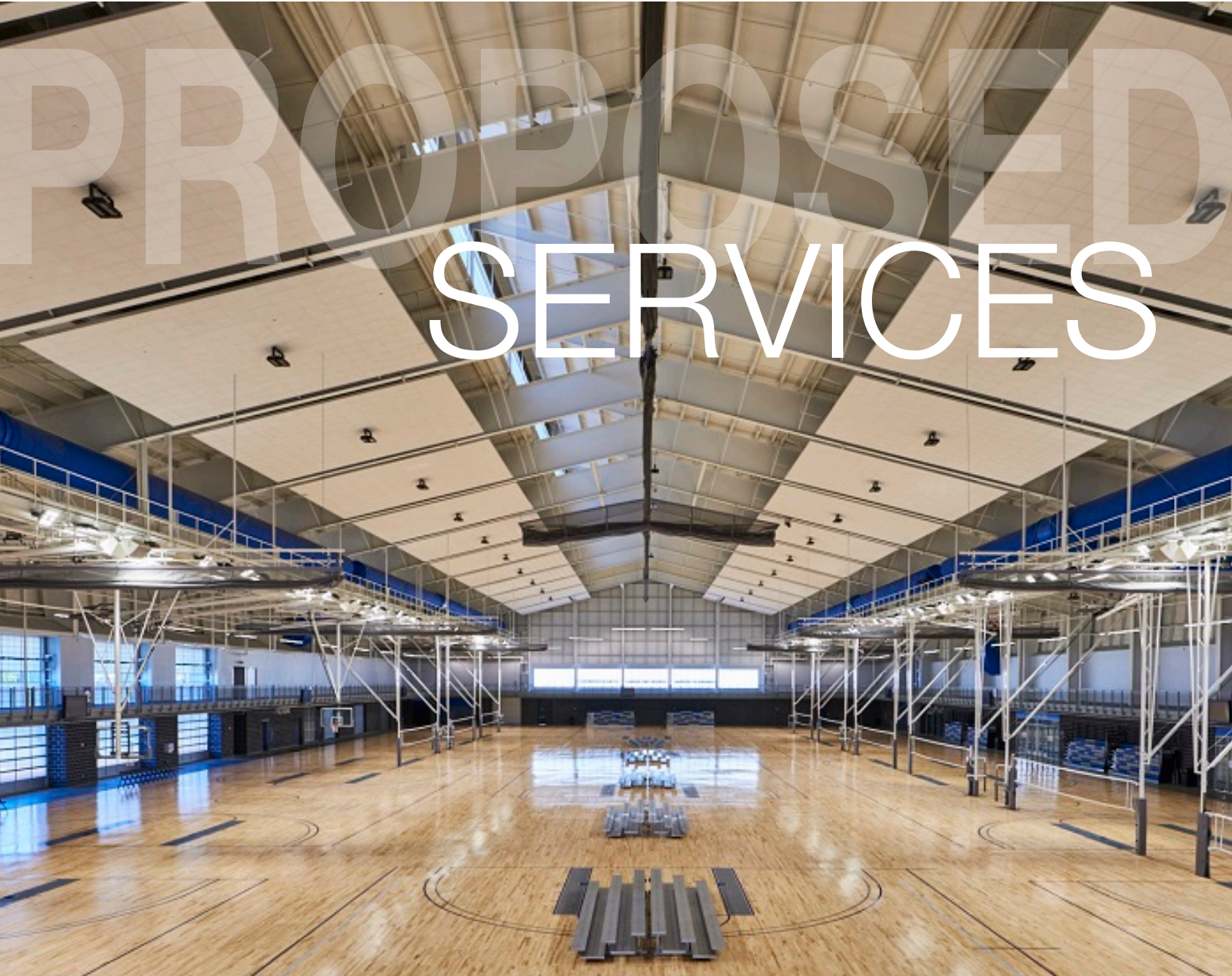
Brian Ramey, Mayor

Attest:

Rebecca Overton, City Clerk

Approved as to form:

Andrew Holliday, City Attorney



SERVICES

Proposed services document prepared exclusively for

City of Westminster, SC

by The Sports Facilities Companies

October 6, 2023

October 6, 2023

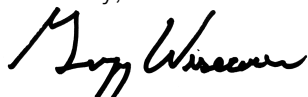
Kevin,

Thank you for considering The Sports Facilities Companies ("SFC") as a partner in achieving your vision for a new sports and recreation complex in West Minster, SC. As we discussed on our call, within the pages that follow I have provided an overview of the process we use to study your market and create projections that support great decision-making in communities around the world. The steps outlined reflect the proven process that we have used to serve over 3,000 communities representing over \$15 billion in planned assets over the past 20 years.

Once you review the proposed scope of work, please do not hesitate to contact me with any questions you have. We have assisted a wide range of projects from early strategy and planning, through funding, opening, and on to successful operation. We are confident this process will help provide you with the data necessary to determine the best path forward!

I look forward to discussing the approach with you in the upcoming days.

Sincerely,



Gregg Wisecarver

Regional Vice President, Business Development

Sports Facilities Companies

864-680-1499 | gwisecarver@sportsfacilities.com

SF COMPANIES | SCOPE OF SERVICES

PHASE I | MARKET OPPORTUNITY ANALYSIS

In Phase I, Consultant will work with the Client to expand on the vision, define the parameters of the project, and refine the plan that provides the Client with the most likely path forward. Upon completion of Phase I, the Client will have a detailed understanding of:

- The business model that best meets the Client's definitions of success
- The market your facility will serve, including characteristics of potential customers, participation rates for featured activities, and the competition the facility will face
- The facility program (spaces and sizes) that best meets the vision, capitalizes on opportunities, and mitigates challenges
- The cost of constructing the recommended facility
- Performance of comparable facilities based on national industry benchmarks

Step 1: Project Kick-Off Meeting

In this step, Consultant will set up an initial virtual meeting with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition). This information will be utilized and delivered in the report outlined in Step 4.

Step 3: Remote Development Planning Session (DPS)

The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

Step 4: Market Opportunity and Recommended Facility Report

To culminate Phase I, Consultant will prepare an executive summary-level report that outlines the Client's opportunity based on the work completed in Steps 1-3 and additional analysis based on Consultant's expertise in the industry. The report will feature five sections:

1. Business Model Overview – definitions of success and business model insights
2. Market Overview - demographics and socioeconomics, participation rates, and competition
3. Facility Overview – facility program (sizes and spaces) and cost of construction
4. Performance Expectations – high-level financial performance ranges based on market factors and national industry benchmarks
5. Conclusion and Next Steps

Total Price Quote: \$18,000.00

The Market Opportunity and Recommended Facility Report will be delivered in approximately 3-5 weeks from the Development Planning Session.

Please Note: This proposal is valid for 60 days from issuing date.

This is a “Go-No Go” point following Phase I. Based on the market findings, SFC’s insights and recommendations, and the information revealed during Phase I, the Client has the option to move forward into Phase II or the Client can choose not to proceed beyond Phase I.

PHASE II | FINANCIAL FEASIBILITY ASSESSMENT

In Phase II, Consultant will build off of the work completed in Phase I to develop the full assessment of financial feasibility for the Client’s project. Upon completion of Phase II, the Client will have a detailed understanding of:

- The full cost of development, including construction and operational start-up costs
- The detailed five-year financial performance of the facility
- The 20-year financial outlook for the facility
- The detailed five-year economic impact of the facility
- The 20-year economic impact outlook for the facility

Step 1: Kick-Off Meeting

In this step, Consultant will set up a virtual meeting to discuss any updates since the completion of Phase I and to discuss the process and timing for Phase II.

Step 2: Detailed Financial Forecast (Pro Forma)

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant’s pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 3: Economic Impact Analysis

In this step, Consultant will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and

private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

Consultant's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Total Price Quote: \$35,000.00 + Reimbursable Travel Expenses (if applicable)

This quote assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 4-6 weeks from GoNoGo. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

*Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

Please Note: This proposal is valid for 60 days from issuing date.