

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING

August 13, 2024 @ 6:00 PM

Westminster Fire Department

216 Emergency Lane, Westminster

Call to Order

Certification of Quorum

Invocation & Pledge of Allegiance

Special Recognition: A Proclamation Celebrating the City of Westminster 10U Softball All Star State Champions

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.

Special Hearing regarding the Business License Suspension of Chatuga Ridge Coffeehouse

1. Consideration to open Special Hearing regarding the Business License Suspension of Chatuga Ridge Coffeehouse
2. Consideration of adoption of Rules of Procedure for the Special Hearing
3. Consideration of **RESOLUTION 2024-08-13-01: A RESOLUTION TO REINSTATE THE BUSINESS LICENSE OF CHATUGA RIDGE COFFEE HOUSE**
4. Consideration to close Special Hearing regarding the Business License Suspension of Chatuga Ridge Coffeehouse

Comments from the Mayor and Council

Routine Business

1. Approval of the June 11, 2024, Regular Meeting Minutes
2. Comments from the Utilities Director
 - A. USDA-RD Water Project Update
 - B. other
3. Comments from City Administrator
 - A. Westminster Recreation Complex Update
 - B. SC EMD Backup Generator Grant Update
 - C. Anderson Park Grant Update
 - D. Chauga River water pumps
 - E. OJRSA Planning report
 - F. C-Fund Street Repaving (Reagan)
 - G. Code Enforcement Update (Reagan)
 - H. Special Called Meeting on Wednesday, August 21, 2024, at 12:00pm**
 - I. other

Old Business

4. Consideration of the Sale of Riley Street Property TMS #530-21-06-015

City Council directed staff to solicit sealed bids for the purchase and development of city owned property located at 115 Riley Street (TMS 530-21-06-015). The City received 3 bids for the property, and at the May 14, 2024 City Council Meeting City Council awarded the bid to Jonnor Investments for the amount of \$25,000. On June 17, 2024 the City Administrator met with Rory Jones of Jonner Investments to discuss closing terms. At the meeting Jones withdrew his offer citing the terms of conditions as unacceptable to him. The terms he referenced were cited in the RFP Jones responded to. Staff then contacted the second highest bidder, Josh Thomas. Thomas was agreeable to purchase the property, however, at an amount less than his bid offer citing the length of time and the many deliberations of the City Council concerning the property. Thomas has agreed in principal to the terms as stipulated in the RFP. The plans included in Thomas's original offer is attached. The contract of sale is attached for reference and will be considered at the September 10 City Council Meeting

Adoption of this ordinance authorizes the City Administrator to enter negotiations and execute the contract.

- A. Consideration of Ordinance No: 2024-09-10-14; AN ORDINANCE TO Repeal Ordinance 2024-06-11-04 AND TO EXECUTE REAL PROPERTY SALE AGREEMENT (“Agreement”) dated as of the 10th day of September, 2024 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 Josh Thomas of Thomas and Crain Real Estate (“Buyer”).**

Staff recommends approval.

New Business

5. First Reading of ORDINANCE NO. 2024-08-21-01; AN ORDINANCE GRANTING CONSENT TO APPLICATION FOR FRANCHISE FOR CABLE OR VIDEO SERVICE AND SETTING FRANCHISE FEE

The City received an franchise application from the Spectrum Southeast, LLC (“Spectrum”), to allow the cable telecommunications companies to serve customers within city limits. The Ordinance provides that the city will implement a franchise fee of the maximum amount allowable by state law, currently 5%.

The SC Secretary of State has required the City to provide a response by the August 24, 2024. City staff requests that City Council hold a Special Called Meeting on Wednesday, August 21, 2024, at 12:00pm. As a reminder, only four members of City Council need to be present for a quorum.

Staff recommends approval.

6. **First Reading of ORDINANCE NO. 2024-09-10-01; AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MANAGEMENT AGREEMENT WITH BLUE RIDGE ELECTRIC COOPERATIVE; AND OTHER MATTERS RELATING THERETO.**

Westminster is a small city that provides electric services to most of its residents and some customers outside the city limits. The system has roughly one thousand meters, consuming approximately 2.5 MW of electricity each month. As an electric provider, Westminster, referred to as "the City," is classified as a municipal power provider and is a member of the ten-city joint-action agency, Piedmont Municipal Power Agency (PMPA). The City exclusively contracts with PMPA to purchase wholesale electricity, which it then sells to its customers.

Blue Ridge Electric Cooperative (BREC) is a regional power provider classified as an Investor-Owned Utility (IOU). This generally means that BREC is owned by its customers.

In 2022, BREC and City staff began discussions to collaborate through an operation/management agreement. This partnership is relatively novel, requiring a custom contract to suit both parties. After more than a year of drafting, editing, and re-editing, the agreement is now presented for the City Council's consideration. It is an Operations, Maintenance, and Management Service Agreement between the two entities.

This agreement allows the City to utilize BREC's expertise and leverage its capabilities to operate, maintain, and manage the City's electric system. The contract includes provisions for compensating BREC for its participation, enabling the City to benefit from BREC's market leverage and expertise. This partnership will enhance the reliability of electric services to City customers and help manage costs.

An ordinance is required for the City to execute the contract. The contract is attached for reference and will be considered at the September 10 City Council Meeting.

Staff recommends approval.

7. **Consideration of Annexations by the 100% Annexation Petition Method.**

In 2021, City Council implemented a policy requiring all new out of city utility customers to sign a covenant of annexation, authorizing the city to annex in such property when it becomes contiguous to City Limits (Ordinance No. 2021-05-11-01, amended by Ordinance No. 2023-08-08-01). The below properties are considered for annexation based on the owner's petition via the annexation covenant they signed to utilize city services. These covenants were recorded on the deed of the property at the Oconee County Register of Deeds.

The Planning Commission hosted the Public Hearing for the annexations, so the City Council is not obligated to host additional comments on the items. Members of the public who wish to

speaking regarding the annexations should do so during the Public Comment Section at the beginning of the agenda for up to three minutes.

Per City Ordinance, each item will be initially zoned at R-25 and brought back before the Planning Commission to make recommendations for each property to be rezoned at their next scheduled meeting after approval. During the time between approval and rezoning, the properties will be allowed to continue its current use without violation as non-conforming use.

The processes and actions taken to bring the annexations in question have been approved by City Attorney Andrew Holiday and Attorney C.D. Rhodes of Pope-Flynn Law Firm.

The South Carolina Municipal Association describes annexations as “generally a net positive because it expands services in urban areas, expands the tax base, increases population, and involves more people in the political processes that determine the level of services they receive.” (MASC Annexation Handbook). City staff find that described benefits are applicable for each annexation before City Council.

The Westminster Planning Commission recommends each annexation for approval. The staff unwaveringly agrees with the Planning Commission in recommending these annexations for approval.

A. Consideration of Ordinance # 2024-09-10-02: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

Property located at 100 Dunlop Drive. This business owner was recruited to the site as a part of a multi-county industrial park agreement. Oconee County has agreed to allow us to be a part of that revenue sharing agreement so that we can collect 55% of the tax revenue from the property. A brief explanation of multi-county park agreements from Attorney C.D. Rhodes is attached in the agenda packet.

B. Consideration of Ordinance # 2024-09-10-03: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

Property located at 198 Dunlop Drive.

C. Consideration of Ordinance # 2024-09-10-04: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

Property located at 143 Oakmont Road.

- D. Consideration of Ordinance # 2024-09-10-05: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at 1405 Clearmont Road.

- E. Consideration of Ordinance # 2024-09-10-06: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at 650 Marcengill Road.

- F. Consideration of Ordinance # 2024-09-10-07: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at Lot A- Cornelia Avenue.

- G. Consideration of Ordinance # 2024-09-10-08: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at 313 Cornelia Avenue.

- H. Consideration of Ordinance # 2024-09-10-09: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at Lot G- Nina Circle.

- I. Consideration of Ordinance # 2024-09-10-10: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at Lot E- Cornelia Avenue.

- J. Consideration of Ordinance # 2024-09-10-11: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.**

Property located at 199 Nina Circle.

K. Consideration of Ordinance # 2024-09-10-12: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

Property located at 198 Nina Circle.

L. Consideration of Ordinance # 2024-09-10-13: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

Property located at Lot F- Nina Circle.

8. Consideration of Law Enforcement Assistance and Support Agreements

Entities with law enforcement officers within the state of South Carolina may adopt mutual aid agreements to allow for officers from one entity to provide law enforcement assistance to the other entity. The governing body of each entity must approve these agreements.

- A. Agreement between the Westminster Police Department and the Oconee County Sheriff's Office
- B. Agreement between the Westminster Police Department and the Walhalla Police Department
- C. Agreement between the Westminster Police Department and the Seneca Police Department
- D. Agreement between the Westminster Police Department and the West Union Police Department

Staff recommends approval.

9. Consideration of Policy Regarding City Council PEBA Benefits.

On March 6, 2024, The SC Public Employee Benefits Authority (PEBA) Board of Directors voted to amend the definition of "Employee" for the purposes of eligibility to participate in state insurance benefits program. The change requires City Councils of participating cities (like Westminster) to exercise a one-time, irrevocable option to exclude councilmembers from employee insurance benefits. At its June 11, 2024 Meeting, the City Council voted to "opt-in" the City Councilmembers as eligible for PEBA insurance.

To proactively prevent the city staff from becoming bill collectors of the City Council, the attached policy is presented for the Council's consideration. In effect, the policy requires any Councilmember electing to participate in the city's insurance plan to pay their share *prior* to the city's deadline for submitting the fees to PEBA. This will also establish a consistent schedule in which the participating Councilmembers can plan for making the payment and a schedule in which the staff can anticipate the payment.

Staff Recommends approval.

10. Consideration of endorsement and approval of design for Main Street, Lucky Street and Grey Street Improvement Plan

11. Consideration of Bid Award for Sewer Project to be paid for by South Carolina Infrastructure Investment Program (SCIIP)

In April of 2023 the South Carolina Rural Infrastructure Authority (SC RIA) awarded the city a grant for \$3,929,180 with a required city match of \$982,295 for a project total of \$4,911,475 for sewer collection improvements through the South Carolina Infrastructure Investment Program (SCIIP). The grant is for the replacement of approximately 276 LF 10", 6,948 LF of 8" gravity sewer line, 35 manholes and all necessary appurtenances to replace existing mains in the service area. The city's match was budgeted in equal parts from its ARPA funds and FY2024 operating budget. The amount of the FY2024 operating budget (\$492,000) may be replaced by funds from the planned combined utility system borrowing later this calendar year.

The Rosier Group designed the project focusing on the portions of the sewer collection system most in need of replacement and rehabilitation. A map of the project area is included. Solicitations for bids were advertised on the City's website and the South Carolina Business Opportunities (SCBO) website on June 24, 2024. A non-mandatory pre-bid meeting was held on July 23, 2024. Sealed bids were opened on July 30, 2024 at City Hall.

The estimated project schedule approved by the SC RIA as a part of the grant award includes a Notice to Proceed by September 15, 2024 and a Completion of Construction by November 1, 2025.

After City Council's approval of the bid, the SC RIA must review and consent to the bid award prior to issuance of a Notice to Proceed. The following bids were received and validated by the Rosier Group.

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate A</u>	<u>Alternate B</u>
McClam & Associates, Inc	\$1,617,995.50	\$1,675,370.50	\$1,710,495.50
HDH Construction Group, LLC	\$1,852,417.00	\$1,972,042.00	\$1,997,417.00
North American Pipeline Management, Inc.	\$3,041,095.00	\$3,205,295.00	\$3,303,245.00

Don Moorehead Construction, Inc, and Payne, McGinn and Cummins, Inc. provided no bids.

Staff supports the Rosier Group's recommendation of bid award to McClam & Associates, Inc for the Base Bid Plus Alternate A of \$1,675,370.50.

12. Consideration of bid award for Heirloom Farms Subdivision – Water and Sewer infrastructure projects

SK Builders, Inc. is the developer for the Heirloom Farms subdivision being constructed about a mile to the east of Westminster City Limits on Seed Farm Road near Highway 11. Heirloom Farms is designed for one hundred thirty-three (133) single-family housing units. The City executed an agreement with SK Builders, Inc. in early 2024 to provide water and sewer service to the subdivision. An annexation covenant has been executed and recorded as required by City Ordinance. On June 27, 2024, SK Builders, Inc. purchased fifty-five (55)

water and sewer taps. The agreement to provide water and sewer service allows the City Engineer Troy Rosier to bid water and sewer installation and recommend to City Council award of bid. Mr. Rosier managed the bid process for the water and sewer system.

The solicitation for bids for the Phase I Water system installation and Phase 1 Sewer system installation was advertised on the city's website on July 3, 2024.

A. Consideration of bid award for Heirloom Farms Subdivision - Sewer infrastructure

Long & Sons Utility Co., LLC	\$ 954,913.00
Raby Construction Company, LLC	\$ 1,038,355.00
HRH Engineering Services, LLC	\$ 1,205,715.00

HDH Construction Group, LLC, J&M Construction Inc., North American Pipeline Mgmt. Inc., and Seven Hills Construction, LLC provided no bids.

Staff supports the Rosier Group and SK Builders recommendation of bid award to Long & Sons, LLC for \$954,913.00.

B. Consideration of bid award for Heirloom Farms Subdivision - Water infrastructure

J&M Construction, Inc.	\$ 553,075.00
Young Plumbing Co. Inc,	\$ 586,762.50
Long & Sons Utility Co., LLC	\$ 673,713.00
Raby Construction Company, LLC	\$ 714,450.00
HRH Engineering Services, LLC	\$ 714,625.00
Payne McGinn and Cummins, Inc.	\$ 732,540.00

Corbett & Sons Construction, LLC, HDH Construction Group, LLC, Palmetto State Underground LLC, North American Pipeline Mgmt. Inc., and Seven Hills Construction, LLC provided no bids.

Staff supports the Rosier Group and SK Builders recommendation of bid award to J&M Construction, Inc. for \$553,075.00.

13. Consideration of an application by Cross Hill Fellowship Church to rent the city's mobile stage to their property located at 1607 Toccoa HWY (outside city limits) on October 31, 2024.

City Council has waived the rental fee in the past. The full application is attached.

Staff Recommends Approval.

14. Consideration of an application by Cleveland Rural Fire Department to rent the city's mobile stage to their property located at 684 Cleveland Pike Rd (outside city limits) on September 28, 2024 for its birthday celebration.

The Department requests the rental fee be waived due to the civic nature of the department and the event. Cleveland rural fire is in the Westminister county fire district, and Westminister Fire often partners with the volunteer department for mutual aid as needed. The full application is attached.

Staff Recommends Approval.

Executive Session

None.

Adjourn



Together We Grow

**PROCLAMATION HONORING THE SOFTBALL
STATE CHAMPION WESTMINSTER ALLSTARS**

WHEREAS, the Westminster 10U Softball All Star Team has been declared “State Champions”; AND

WHEREAS, the City of Westminster joins in the celebration of their victories and are proud of their accomplishments representing Westminster; AND

WHEREAS, the City of Westminster 10U Softball Allstars made history by capturing the City’s first State Softball Championship; AND

WHEREAS, Recreation League Softball is a program of service to the youth of our community, dedicated to teaching sportsmanship and the competitive will to win, as well as furthering physical fitness and well-being through healthful community activity; AND

WHEREAS, the City of Westminster is extremely proud to be the home of the Westminster Recreation Department which has served the youth of Westminster and Oconee County for many years; AND

NOW, THEREFORE, by virtue of the authority invested in me as Mayor and on behalf of the City Council and Citizens of the City of Westminster, I hereby honor and celebrate the

WESTMINSTER 10U SOFTBALL ALLSTARS

in honor and appreciation of their accomplishments and the dedication and support of their coaches and parents; and in appreciation of the hard work of all the players, coaches, and staff of the Westminster Recreation Department during this successful 2024 playing season.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Westminster to be affixed.

Brian Ramey, Mayor

Roster

Kynlee Cook

Anessa Livingston

Laken Tompkins

Scarlet Laws

Swayze Dickson

Carolina Watts

Reighley McCracken

Leah Smith

Taylor Brown

Alyssa Scott

Addison Perkins

Kendall Poole

Coaches

Coach Casey Tompkins

Coach Bradley Dickson

Coach Joe Perkins

Coach Benji Poole

RESOLUTION 2024-08-13-01: A RESOLUTION TO REINSTATE THE BUSINESS LICENSE OF CHATUGA RIDGE COFFEE HOUSE

WHEREAS, The City of Westminster suspended the business license of Chatuga Ridge Coffee House (the “Coffee House”) on June 20, 2024, AND;

WHEREAS, The Coffee House has requested an appeals hearing before City Council in accordance with Westminster City Code §110.16, AND;

WHEREAS, City Council adopted the rules of procedure for the hearing, attached hereunto as EXHIBIT A, AND;

WHEREAS, Westminster City Council held the appeals hearing in a manner that provided due process to appellant.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Westminster that:

- 1) The City of Westminster hereby reinstates the business license of the Coffee House, contingent that the following conditions are met:
 - a. The Coffee House remits the following to the City of Westminster:
 - i. Failure to File Penalty for January 2024 (\$150.00)
 - ii. Failure to Pay Penalty for January 2024 (\$150.00)
 - iii. Failure to File Penalty for February 2024 (\$150.00)
 - iv. Failure to Pay Penalty for February 2024 (\$150.00)
 - v. Hospitality Fee for Month of January 2024
 - vi. Hospitality Fee for Month of February 2024
 - b. The Coffee House provides proof of occupancy within the City Limits of the City of Westminster with a deed of ownership, valid executed lease agreement, or equivalent documentation.
 - c. The Coffee House meets all requirements set forth in the City of Westminster Business License Ordinance (City Code Chapter 110).
- 2) The City Council Adopts the following findings of fact:
 - a. Chatgua Ridge Coffeeshouse did not obtain a Westminster City Business license prior to opening operations.

- b. Westminster City staff exercised an abundance of payment latitude through numerous correspondences, informing the Chatuga Ridge Coffee House the following:
 - i. The Coffee House’s Hospitality Taxes were due.
 - ii. The Coffee House’s Hospitality Taxes were to be reported through the City of Westminster Hospitality Fee Monthly Reporting Form.
 - iii. Remittance of Hospitality Fee should be directed to the City Clerk.

 - c. Chatgua Ridge Coffee House did not submit a City of Westminster Hospitality Fee Monthly Reporting Form and did not Remit Hospitality Fees for the months of January and February of 2024 and thereby incurred the following penalties:
 - i. Failure To File Penalty- January (\$150.00)
 - ii. Failure To Pay Penalty- January (\$150.00)
 - iii. Failure To File Penalty- February (\$150.00)
 - iv. Failure to Pay Penalty- February (\$150.00)
- 3) The City Clerk and City Attorney are hereby directed to complete the Hearing Summary (EXHIBIT B) as an attachment thereunto this Resolution.

Brian Ramey, Mayor

Rebecca Overton, City Clerk

[SEAL]

Reviewed by City Attorney and approved as to form.

Andrew Holliday, City Attorney



Together We Grow

**EXHIBIT A: RULES OF PROCEDURE AS ADOPTED BY THE WESTMINSTER CITY
COUNCIL**

EXHIBIT B: HEARING SUMMARY

Moderator: City Attorney Andrew Holiday

Appellant: Chatuga Ridge Coffee House

Primary Representative: _____

City of Westminster

Primary Representative: Kevin Bronson, City Administrator

Result of Appeals Hearing:

Business License Reinstated

Business License Reinstated Conditionally:

Conditions: SEE SECTION (1) OF RESOLUTION 2024-08-13-01

Business License Revocation Sustained

Vote: _____ -- _____

Attest: Rebecca Overton, City Clerk

[SEAL]

Reviewed by City Attorney and approved as to form.

Andrew Holliday, City Attorney

MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Tuesday, June 11, 2024

The City Council of the City of Westminster met in a regularly scheduled meeting on Tuesday, June 11, 2024, at 6:00 pm at the Westminster Fire Department with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
 Jimmy Powell

Audrey Reese
 Adam Dunn

Daby Snipes
 Dale Glymph

Ruth May

Assistant to the City Administrator, Reagan Osbon
 City Clerk, Rebecca Overton
 City Attorney, Andrew Holliday
 Police Chief, Fred Miller
 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.

Certification of Quorum

Rebecca Overton certified a quorum.

Invocation and Pledge of Allegiance

Mrs. Audrey Reese led the Council in the invocation and the Pledge of Allegiance.

Public Comments

Judy Caywood addressed Council with concerns she had about the PEBA Insurance benefit being offered to Council Members. She stated that she felt like Council Members were volunteers and not employees, so they did not qualify for insurance benefits like employees do. Ms. Caywood also stated that there are senior citizens who are having a tough time with food increases, utility rate increases, etc., but said she feels like there is very little help for them. She added that she felt like the City just simply does not have the funds to support this added benefit and asked Council to consider voting against this benefit for Council Members.

June 11, 2024

Comments from the Mayor and Council

Mrs. Reese thanked Ms. Caywood for her input regarding the PEBA Insurance. She added that the new street signage was great but that she had concerns about the placement of some of the sign. Mr. Osbon informed Council that the signs had to be placed outside of the SCDOT right of way and that he was working with SCDOT and staff to find more suitable spots for some of the signs.

Mrs. Snipes thanked the Senior Outreach for hosting the drop-in for Chief of Police Fred Miller.

Mr. Glymph suggested the crepe myrtle bushes be trimmed in the Oconee Federal area.

Mayor Ramey thanked Ms. Caywood for sharing her concerns about the insurance. He also to please let Council know if there was any way they could help to the Seniors and how they could offer help.

Routine Business

1. Approval of the May 14, 2024, Regular City Council Meeting Minutes

Upon a motion by Mr. Glymph and seconded by Ms. May, the motion to *approve the May 14, 2024, minutes*, passed unanimously.

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

2. Comments from Utility Director

- a. Mr. Harbin informed Council that the USDA Division I Project had some delays due to a family death withing the construction company. He added the Division II Project had completed pipe installation.
- b. Mr. Harbin informed Council that the electric system recently experienced two city wide outages. He explained that one was caused by squirrel and the other

was caused by a downed line across the railroad tracks during a heavy rainstorm.

Old Business

1. Consideration of allowing members of the Westminster City Council to opt into PEBA insurance benefits.

Mr. Osbon reminded Council that the PEBA Board of Directors voted to amend the definitions of “employee” for the purposes of eligibility to participate in the state insurance benefits program. He added that the change requires Council to exercise a one-time, irrevocable option to exclude councilmembers from employee insurance benefits.

After a lengthy discussion and several council members voicing concerns about the legality of PEBA forcing an irrevocable decision, and about the future possible costs of council insurance benefits, a motion by Mrs. Snipes and seconded by Ms. May *to not be considered active employees of the City of Westminster for purposes of PEBA insurance benefits* failed.

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

2. Second reading of Ordinance 2024-06-11-01; Budget Ordinance, An Ordinance Making Appropriations for Certain Expenses, Capital Improvements and Indebtedness of the City of Westminster, South Carolina for the Year Beginning July 1, 2024, and Ending June 30, 2025

Summary of the FY2024-2025 Annual Operating Budget for all funds is:

Appropriation	FY 2024 Budget	FY 2025 Proposed Budget	Difference
General	\$ 2,914,572	\$ 2,699,287	\$ (215,285)
Utility	\$ 8,301,415	\$ 8,727,420	\$ 426,005
Solid Waste	\$ 915,046	\$ 588,791	\$ (326,255)
ATAX	\$ 8,300	\$ 12,500	\$ 4,200
HTAX	\$ 484,314	\$ 202,000	\$ (282,314)
Fire Department 1%	\$ 13,609	\$ 86,150	\$ 72,541
Local Development Corp	\$ 47,031	\$ 53,780	\$ 6,749
Youth Recreation Fund	\$ 579,319	\$ 554,900	\$ (24,419)
Capital Projects Fund	\$ 14,530,684	\$ 28,453,480	\$ 13,922,796
County ARP	\$ 682,324	\$ -	\$ (682,324)
			\$ -
Grand Total	\$ 28,476,614	\$ 41,378,308	\$ 12,901,694
Less Interfund Transfer	\$ 1,405,869	\$ 717,946	\$ (687,923)
			\$ -
Net Appropriations	\$ 27,070,745	\$ 40,660,362	\$ 13,589,617

The Clerk's Record is incorporated.

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to ***approve second reading of Ordinance 2024-06-11-01; Budget Ordinance, An Ordinance Making Appropriations for Certain Expenses, Capital Improvements and Indebtedness of the City of Westminster, South Carolina for the Year Beginning July 1, 2024, and Ending June 30, 2025***, passed unanimously.

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

3. Second reading of Ordinance 2024-06-11-02: An Ordinance to Rezone a Certain Parcel In The City Of Westminster From R-15 (One-Family Residential) To Gr (General Residential).

Mr. Osbon reminded Council that the City of Westminster received a zoning amendment request to rezone 101 John St (TMS# 510-22-10-010) from R-15 (Residential-15) to GR (General Residential) and that the Planning Commission held a public hearing on the property at its April 15, 2024, meeting, where two owners of a nearby property spoke in favor of the rezoning application, and the Commission voted to recommend rezoning.

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to *approve second reading of Ordinance 2024-06-11-02: An Ordinance to Rezone a Certain Parcel In The City Of Westminster From R-15 (One-Family Residential) To Gr (General Residential)* passed unanimously.

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

4. Second Reading of Ordinance 2024-06-11-03: An Ordinance Authorizing an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$360,000 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. Osbon reminded Council that the proposed City's FY2024-2025 Annual Budget includes the equipment listed below to be purchased using lease-purchase financing and that First Citizens Bank offers a competitive lease-purchase financing product that meets the requirements of South Carolina law for municipal financing. Mr. Osbon added that the city's bond Counsel, Mike Burns and Brandon Norris with the Burr Foreman law firm have reviewed and approved of the financing documents, they also wrote the ordinance.

Equipment Estimated Cost

Two (2) Police Vehicles	\$104,000
One (1) Fire Admin Vehicle	\$ 57,000
One (1) Water Pickup	\$ 75,000
One (1) Valve Maintenance Skid	\$ 92,000
TOTAL ESTIMATED COST	\$328,000

The not-to-exceed lease-purchase financing of \$360,000 includes closing costs. The final amount will be determined at closing. The interest rate is estimated to be fixed and is bank-qualified at ~~4.48% for 5 years~~ 5.06% for 3 years (red text indicates updated information from first reading of the ordinance). There are no fees for pre-payment.

Upon a motion by Mrs. Reese, and seconded by Mr. Dunn, the motion to *approve second reading of Ordinance 2024-06-11-03: An Ordinance Authorizing an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$360,000 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		Yes
Powell		Yes
Reese	Motion	Yes
May		Yes
Dunn	Second	Yes
Snipes		Yes

5. Consideration of Ordinance 2024-06-11-04: An Ordinance to Execute Real Property Sale Agreement.

Mr. Osbon reminded Council that staff was directed to solicit sealed bids for the purchase and development of city owned property located at 115 Riley Street (TMS 530-21-06-015) and that the City received 3 bids for the property, and at the May 14, 2024 City Council Meeting City Council awarded the bid to Jonnor Investments for the amount of \$25,000. Adoption of this ordinance authorizes the City Administrator to enter negotiations and execute the contract.

Proposer	Offer Price	Proposed Timeline	Expected New Value
Rory Jones (Jonnor Investments)	\$25,000	24 months (pending market conditions)	\$600,000

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to *approve second reading of Ordinance 2024-06-11-04: An Ordinance to Execute Real Property Sale Agreement* passed unanimously.

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

New Business

1. First Reading of Ordinance 2024-07-09-01; An Ordinance to Amend the City of Westminster Comprehensive Plan

Mr. Osbon informed Council that each municipality in the state is required by state law to complete their Comprehensive Plan every 10 years, with 5-year updates. He added that the city most recently updated the Comprehensive Plan at City Council's June 16, 2022, Council Meeting and that one component of the Comprehensive Plan is the Future Land Use Map (FLUM), which paints how the City envisions long-term change outside of its corporate limits.

Mr. Osbon also added that city staff identified the need to amend the FLUM since the current FLUM is nearly entirely residential, with little consideration for varying degrees of density. He stated that the proposed FLUM allows for low, medium, and high-density designations and that the Planning Commission met for several months to host workshop style meetings where they consistently and intentionally relied on a combination of the following factors and guidelines (in no order of importance): (1) Current and expected growth patterns; (2) Natural topography and drainage basins; (3) Traffic Considerations; and (4) Higher density development is more likely on major corridors.

Upon a motion by Mrs. Reese and seconded by Mr. Dunn, the motion *to approve First Reading of Ordinance 2024-07-09-01; An Ordinance to Amend the City of Westminster Comprehensive Plan* passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell		Yes
Reese	Motion	Yes
May		Yes

Dunn	Second	Yes
Snipes		Yes

2. Consideration of Bid Awards for Construction Services of a new pre-engineered building and demolition of the existing structure at the check-valve at the Chauga River raw-water intake

Mr. Osbon informed Council that the City of Westminster received bids on Friday, June 7, 2024, to construct a pre-engineered building over the new water intake check valve. He added that the City will fund the project with the ARPA funding provided by Oconee County, which is designated for water plant improvements and that of the \$1,300,000 allocation the balance of funds available for use is \$156,040.30

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to *award the bid in the amount of - not exceeding \$198,000, to JDI Construction for construction services of a new pre-engineered building and demolition of the existing structure at the check-valve at the Chauga River raw-water intake*, passed unanimously.

Member	Motion	Vote
Ramey		Yes
Glymph		Yes
Powell		Yes
Reese		Yes
May		Yes
Dunn	Motion	Yes
Snipes		No

3. Consideration of a Motion to recognize a scrivener's error in the Westminster Zoning Ordinance (151 Appendix A: Requirements by District; RR, R-1 Acre, R-25, R-20, R-15, and R-6

Mr. Osbon informed Council that staff had found an error in the zoning ordinance most recently passed by the City Council in late 2023. He added that R-15 was approved at requiring an 1800 square foot minimum home size and that this is inconsistent with other districts proportionately. Mr. Osbon stated that staff believes this should reflect an 800 square foot minimum.

Mr. Osbon also informed Council that the Code of Ordinances allows for correction of these errors without an Ordinance to amend the Zoning Code and that staff was asking Council to recognize the error for clarification of the record.

Upon a motion by Mr. Dunn and seconded by Mrs. Reese, the motion to *recognize the described 1800 square foot home minimum in R-15 as a scrivener's error, corrected to 800 square feet* passed unanimously.

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

4. Consideration to cancel the July 15, 2024, City Council Meeting

Upon a motion by Mrs. Reese and seconded by Mr. Glymph, the motion to *cancel the July 15, 2024, City Council meeting* passed unanimously.

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

Adjourn

Upon a motion by Mayor Ramey and seconded by Mr. Powell, the motion *to adjourn the meeting at 7:20 pm* passed unanimously.

(Minutes submitted by Rebecca Overton)

Mayor Brian Ramey

Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) **ORDINANCE #2024-09-10-04**
)
CITY OF WESTMINSTER)

AN ORDINANCE TO Repeal Ordinance 2024-06-11-04 AND TO EXECUTE REAL PROPERTY SALE AGREEMENT (“Agreement”) dated as of the 10th day of September, 2024 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 Josh Thomas of Thomas and Crain Real Estate (“Buyer”).

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

WHEREAS, the buyer listed in Ordinance #2024-06-11-04 withdrew their offer to purchase property located at 115 Riley Street; and

WHEREAS, Josh Thomas, representing Thomas and Crain Real Estate, was the next highest bidder on the project; and

WHEREAS, the City of Westminster desires to sell the property commonly known as the Riley Street Property (Oconee TMS 530-21-06-015) to **Josh Thomas** and **Josh Thomas** desires to buy the premises 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 **Josh Thomas** 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. Special Provisions Related to Taxes due on Improvements. The Agreement attached as Exhibit A specifically includes the following language to induce the Buyer into promptly developing the property:

To the extent that the Buyer shall not have substantially completed redevelopment of the Premises within Twenty-Four (24) months from the date of the Closing Date as set forth in Buyer’s prior submission to the Seller, the Buyer shall remit the value of property taxes to the City of Westminster as estimated in the City’s discretion, had the development been completed, for each year after Twenty-Four (24) months from the date of the Closing Date until the project is completed and the city realizes the tax revenue of the improved property. The City further reserves the right to place restrictions upon the deed of the Premises requiring the Buyer to substantially complete, at the city’s determination, the development of the Premises and to be liable for the lost potential tax revenue in delaying substantial completion of the development as set forth above.

Section 4. 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 5. 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.

Section 6. Repeal of Ordinance # 2024-06-11-04. Ordinance # 2024-06-11-04 is repealed upon the passage of this ordinance.

APPROVED, this ____ day of _____ 2024.

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:

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 _____, 2024, by and between **The City of Westminster** (hereinafter "Seller") and **Josh Thomas of Thomas and Crain Real Estate** (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:

All that certain piece, parcel, or tract of land, containing approximately 1.341 acres, with improvements thereon, situate, lying, and being in the City of Westminster, County of Oconee, State of South Carolina, and being shown on Oconee County Tax Map 530.21 as lot 15, block 6. Said property having the following boundaries and measurements:

Beginning at an iron pin on the east side of Riley Street (Road S-118); thence along Riley Street S45-02W for a distance of 244.5 feet to an iron pin; thence S24-28E for a distance of 9.5 feet to an iron pin; thence S71-13E for a distance of 226.3 feet to an iron pin; thence N82-20W for a distance of 264.2 feet to the point of beginning. All measurements being a little more or less

Being designated as Oconee County, South Carolina TMS # 530-21-06-015.

II. TERMS OF THE SALE

The sales price for the Premises is agreed to be the sum of EIGHT THOUSAND DOLLARS AND NO/CENTS (\$8,000.00) (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. **To the extent that the Buyer shall not have substantially completed redevelopment of the Premises within Twenty-Four (24) months from the date of the Closing Date as set forth in Buyer's prior submission to the Seller, the Buyer shall remit the value of property taxes to the City of Westminster as estimated in the City's discretion, had the development been completed, for each year after Twenty-Four (24) months from the date of the Closing Date until the project is completed and the city realizes the tax revenue of the improved property. The City further reserves the right to place restrictions upon the deed of the Premises requiring the Buyer to substantially complete, at the city's determination, the development of the Premises and to be liable for the lost potential tax revenue in delaying substantial completion of the development as set forth above.**

III. CLOSING AND CONVEYANCE

The closing date shall be on a date on or before October 15, 2024 (hereinafter "Closing Date"). On the Closing Date, Buyer shall pay Seller the Purchase Price and Seller shall deliver title to the Buyer for the Premises by general warranty deed conveying good, marketable, fee simple title to the Premises.

IV. DISCLAIMER OF WARRANTY

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

V. CLOSING FEES

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

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

VI. RISK OF LOSS OR DAMAGE

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

VII. ACTUAL COSTS

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

VIII. DEFAULT

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

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

IX. TERMINATION UPON DEFAULT OR DESTRUCTION

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

X. ACKNOWLEDGEMENT

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

XI. SURVIVAL CLAUSE

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

XII. GOVERNING LAW

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

XIII. ASSIGNABILITY

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

XIV. MERGER CLAUSE

This Agreement establishes the complete and exclusive statement of the terms of this Agreement. All prior and contemporaneous negotiations and agreements between the Seller

and Buyer on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

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

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

_____ [SEAL]
By: Kevin Bronson, City Administrator

[As to Buyer]

_____ [SEAL]



5/3/2024

Kevin Bronson
City Administrator
City of Westminster, SC
Westminster, SC 29693

To the Westminster City Council and Mayor,

We are interested in purchasing the 115 Riley St lot owned by the city of Westminster for **\$10,000.00** (Ten Thousand Dollars). Included in this sealed envelope are a few of our accomplishments and improvements to the city of Westminster. We took an eyesore property on 1701 E Main St and completely changed the Seneca-side entrance of the city. We were one of the first ones to persuade a builder, Randy Moore, to take advantage of the free water & sewer taps to build new construction inside city limits when no one was building new construction homes (209 Dickson St). We have since built two new construction homes ourselves (118 Leathers St and 450 Lucky St) and sold numerous listings inside city limits. In 2018, we even had a listing selected and featured in *Country Living Magazine*. We have been a faithful proponent for the city of Westminster and we are not done yet.

Our interest in this lot is to build and sell three 600-1000 sqft prototype homes in order to project costs and sales for a small home development on a 3 acre lot we own inside the city limits (E. Abby St). These structures will be handicap accessible, architecturally appealing, cottage / craftsman- style homes that will improve the appearance of Riley Street. They will be a perfect starter home or a final home and priced at an affordable price point with several bells and whistles included. Our plans for Riley St will continue the good work Westminster City Codes is doing to clean up that part of town. Our record speaks for itself.

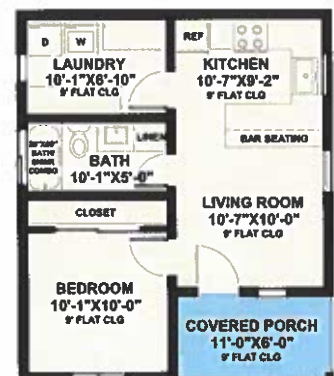
We will be glad to meet in person before the council if necessary. Thank you for your serious consideration.

Sincerely,

Josh Thomas & Amber Crain

Proposed House Plans for Riley Street, Westminster

Three homes to be built.
Approximately 900 square feet of living space.
Estimated sale price of \$199,900 per home.



Proposed House Plan #1

Proposed House Plans for Riley Street, Westminster

Three homes to be built.
Approximately 900 square feet of living space.
Estimated sale price of \$199,900 per home.



FRONT ELEVATION

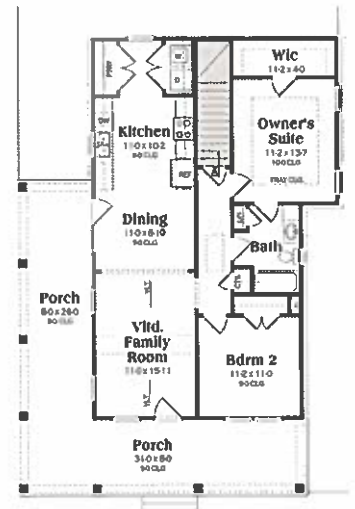


REAR ELEVATION



Proposed House Plans for Riley Street, Westminster

Three homes to be built.
Approximately 900 square feet of living space.
Estimated sale price of \$199,900 per home.



Proposed House Plan #3

New Construction Projects Previously Completed in the City of Westminster



**450 Lucky Street
New Construction Completed in 2024**



**118 Leathers Street
New Construction Completed in 2023**



**209 Dickson Street
New Construction assisted with in 2020**

Projects Previously Completed in the City of Westminster



209 Mountain View Street

We had a listing in Westminster featured in Country Living Magazine in 2020.



Before & After Photos of Home Renovation at 1701 E Main Street

Completed in 2018



STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2024-08-21-01

CITY OF WESTMINSTER)

AN ORDINANCE GRANTING CONSENT TO APPLICATION FOR FRANCHISE FOR CABLE OR VIDEO SERVICE AND SETTING FRANCHISE FEE

WHEREAS, Article 8, section 15 of the Constitution of the State of South Carolina provides, among other things, that no law shall be passed by the General Assembly granting the right to a utility to construct and operate lines and facilities in a public street or on public property "without first obtaining the consent of the governing body of the municipality in control of the streets or public places proposed to be occupied for any such or like purpose"; and

WHEREAS, the General Assembly by 2006 Act 288 (known as the "South Carolina Competitive Cable Services Act") has imposed a system of a State-Issued Certificate of Franchise Authority ("COFA"), under which a cable or video service provider may designate by application to the Secretary of State those municipalities in which the provider wishes to operate, and the municipality so designated, within the period of time after notice from the Secretary of State as set out in S.C. Code section 58-12-310, is to advise the Secretary of State whether the municipality consents to the COFA or denies consent; and

WHEREAS, S.C. Code section 5-7-260(4) requires that the municipal council act by ordinance in granting, renewing or extending a franchise; and

WHEREAS, the Council has determined, in the exercise of its lawful discretion and authority, to grant its consent to a franchise and to the application for a COFA for the applicant,

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

1. The Council, as the municipal governing body, consents to the application of Spectrum Southeast, LLC ("**Spectrum**") (copy attached) to operate cable or video service within the municipality.

2. The maximum franchise fee rate allowed by controlling law shall apply to the applicant's provision of cable or video service within the municipality. The municipality reserves all rights to impose on the applicant all ad valorem taxes, service fees, sales tax, or other taxes and fees lawfully imposed or to be imposed on other businesses within the municipality.

3. All rights of the municipality under Article 8, section 15 of the Constitution of the State of South Carolina, under State law (including the South Carolina Competitive Cable Services Act), and under any superseding Federal law are specifically reserved.

This Ordinance shall be effective from the date of final reading and adoption.

APPROVED, this 21st day of August, 2024.

Brian Ramey, Mayor

First Reading: August 13, 2024

Rebecca Overton, Municipal Clerk

Second Reading: August 21, 2024

Approved as to form:

Andrew Holiday, City Attorney

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525
COLUMBIA, SC 29201

803-734-2170
sos.sc.gov



June 20, 2024

Rebecca Overton, Clerk
City of Westminster
PO Box 399
Westminster, SC 29693

RE: Amend a State-Issued Certificate

Dear Ms. Overton:

Enclosed please find a Notice of Application for a State-Issued Certificate of Franchise Authority and Request for Information. This Notice is in regards to an Application for a State-Issued Certificate of Franchise Authority filed with this office by Spectrum Southeast, LLC, a copy of which is attached.

S.C. Code Ann., Section 58-12-310(C) requires that, within five days of receipt of an application or amended application, the Secretary of State must notify each affected municipality and county of its receipt of the application and request certain information. Section 58-12-310(D) provides that the county or municipality must respond to the request issued by the Secretary of State within sixty-five (65) days of the date of such request. Please return the Notice, completed, dated and signed, to the address on the filing instructions.

If you have any questions, please contact me at (803) 734-0367.

With kindest regards,

A handwritten signature in blue ink that reads "Allyson Green".

Allyson Green

/amg

Enclosures

FILING INSTRUCTIONS

1. This completed form must be returned to the Secretary of State within sixty-five (65) calendar days of the date of the request.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to: Secretary of State
Attn: Cable Franchise Division
1205 Pendleton Street, Suite 525
Columbia, SC 29201

SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



**NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION**

Pursuant to S.C. Code Section 58-12-310(C), the Secretary of State hereby notifies you that:
On June 18, 2024, Spectrum Southeast, LLC filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable or video service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. This form must be received by the Secretary of State's Office no later than August 24, 2024.

1. What is the franchise fee rate imposed on the incumbent cable or video service provider, if any, as of the date of the application or amended application?

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable or video provider's franchise agreement on the date of the application or amended application?

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

Yes.

No.

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

Date _____

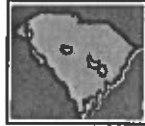
Signature of Chief Executive of City or County

Type or Print Name

Address

Telephone Number

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



RECEIVED

JUN 18 2024

SC SECRETARY
OF STATE

APPLICATION TO AMEND A STATE-ISSUED
CERTIFICATE OF FRANCHISE AUTHORITY

Pursuant to state law, a person or entity seeking to provide cable or video service must have a certificate of franchise authority, either an existing certificate issued by a local government under prior law, or upon expiration of that certificate issued by a local government, a state-issued certificate of franchise authority issued by the Secretary of State under S.C. Code of Laws §58-12-310(B).

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(B), the undersigned hereby applies for authorization to amend its state-issued certificate of franchise authority to provide cable or video service.

1. The name of the applicant is Spectrum Southeast, LLC

2. The applicant is providing Cable Service OR Video Service

3. The street address of the applicant is 12405 Powerscourt Drive

		Street Address	
St. Louis	St. Louis	MO	63131
City	County	State	Zip Code

The mailing address of the applicant is Spectrum Southeast, LLC; Attn: Matt Wills

3477 Platt Springs Road, West Columbia, SC 29170

3. Date Certificate of Franchise Authority issued by S.C. Secretary of State 1/16/2019

4. The additional municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the additional municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom the Notice of Application to Amend a State-Issued Certificate of Franchise Authority should be provided.

Municipality/Area	Name & Title	Address	Telephone Number
See Attached			

6. This application is accompanied by an affidavit signed by an officer or general partner of the applicant as required by S.C. Code Section 58-12-310(B).

Date June 13, 2024



Officer/General Partner's Signature

Adam Falk

Type or Print Name

601 Massachusetts Ave. NW, Suite 400W

Address

Washington, DC 20001

202-370-4280

Telephone Number

AFFIDAVIT IN SUPPORT OF APPLICATION TO AMEND
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law,
deposes and says on oath:

My name is Adam Falk and my title/position is
SVP, State Government Affairs of Charter Communications, Inc. This affidavit is
based upon my personal knowledge of the facts contained in the Application to Amend the State-Issued
Certificate of Franchise Authority and this affidavit. I certify and affirm that all such facts are true and
correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and
regulations.

In this application the applicant seeks to provide cable or video services in the following additional
areas:

City of North Augusta (Aiken), Town of Cross Hill (Laurens), City of Westminster (Oconee)

Town of Cameron (Calhoun), Town of Bowman (Orangeburg)

(Written description of the additional municipalities and unincorporated areas of the counties to be served in whole or in part.
A map or other graphic representation may supplement, but not substitute for, the written description.)

Dated this 13th day of June, 2024

SWORN to and subscribed before me, this
13th day of June, 2024

Terri Lee Waldon
Notary Public for District of Columbia
My Commission Expires October 31, 2026

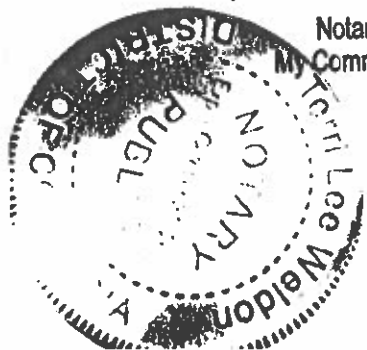
Notary Public, District of Columbia
My Commission Expires October 31, 2026

Adam Falk
Officer/General Partner's Signature

Adam Falk
Type or Print Name

601 Massachusetts Ave. NW, Suite 400W
Address
Washington, DC 20001

202-370-4280
Telephone Number



Municipality/County	Name and Title	Address	Telephone
City of North Augusta (Aiken)	Jim Clifford, City Administrator	PO Box 6400, North Augusta, SC 29861-6400	803-441-4202
Town of Cross Hill (Laurens)	Anita Moore, Town Clerk	PO Box 337, Cross Hill, SC 29332-0337	864-998-4453
City of Westminster (Oconee)	Rebecca Overton, Clerk	PO Box 399, Westminster, SC 29693	864-647-3202
Town of Cameron (Calhoun)	Kathy Wiles, Clerk	PO Box 672, Cameron, SC 29030-0672	803-823-2145
Town of Bowman (Orangeburg)	Yvonne Lewis, City Manager	PO Box 37, Bowman, SC 29018-0037	803-829-2666

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Filing Fee (payable to the Secretary of State at the time of filing this document) - \$110.00

Return to: South Carolina Secretary of State
 ATTN: Cable Franchise Division
 1205 Pendleton Street, Suite 525
 Columbia, SC 29201

SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

S.C. CODE §58-12-360 PROVIDES THAT THE S.C. DEPARTMENT OF CONSUMER AFFAIRS MUST RECEIVE COMPLAINTS FROM CUSTOMERS OF COMPANIES WHICH HOLD A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY IN ACCORDANCE WITH S.C. CODE §37-6-117. CONTACT INFORMATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS MUST BE PRINTED ON THE CUSTOMER'S BILL.

ORDINANCE NO. 2024-08-10-XX

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MANAGEMENT AGREEMENT WITH BLUE RIDGE ELECTRIC COOPERATIVE; AND OTHER MATTERS RELATING 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:

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, which includes the operation of its combined municipal water, sewer and electric utility system (collectively, the “*System*”);

WHEREAS, Blue Ridge Electric Cooperative (“*BREC*”) is an electric cooperative that provides electric service to members in a five-county area within the upstate of South Carolina;

WHEREAS, the City has struggled to find and retain certified and capable operators for the electric component of the System (the “*Electric System*”), which provides electric utility service to the City and certain surrounding areas;

WHEREAS, the City and BREC have negotiated an “OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICE AGREEMENT” (the “*Agreement*”), the form of which is attached hereto as Exhibit A, in which BREC takes over the operations, maintenance, and management of the Electric System in exchange for an annual fee (the “*Annual Fee*”);

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 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 3 Approval of Annual Fee

The Council approves of and authorizes the City to pay an Annual Fee of _____ to be paid _____.

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 _____, 2024.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

First Reading: _____, 2024

Second Reading: _____, 2024

Approved as to Form:

City Attorney

EXHIBIT A
AGREEMENT

**Operations, Maintenance, and Management Service Agreement Between
Blue Ridge Electric Cooperative and
the City of Westminster, South Carolina**

This Operations, Maintenance, and Management Service Agreement (hereinafter referred to as the "Agreement") is made as of the Effective Date by and between **Blue Ridge Electric Cooperative**, a nonprofit electric cooperative membership corporation existing under Section 501(c)(12) of the Internal Revenue Code (hereinafter called "BREC"), and the **City of Westminster, South Carolina** (hereinafter called "Owner" or "City"). In this Agreement, BREC and the Owner are referred to collectively as the "Parties" and individually as a "Party."

Witnesseth

WHEREAS, the Owner is a municipal corporation of the State of South Carolina (the "State") and as such possesses all general powers granted by the South Carolina Constitution (1895, as amended) and the statutes of the State to municipal corporations, which includes the operation of its combined municipal water, sewer and electric utility system (collectively, the "System");

WHEREAS, the electric component of the System (the "Electric System") was established in the 1920s and provides electric utility service to the City and certain surrounding areas;

WHEREAS, the Owner owns certain assets associated with the Electric System (the "Facility" or the "Facilities"), which are more fully described in Exhibit A (attached hereto and incorporated herein to this Agreement);

WHEREAS, BREC is an electric cooperative that provides electric service to members in a five-county area within the upstate of South Carolina;

WHEREAS, the City has struggled to find and retain certified and capable operators for the Electric System, and reached out to BREC to discuss the possibility of BREC taking over the operations, maintenance and management of the Electric System;

WHEREAS, BREC has recently approached Owner about contractually agreeing to operate, maintain and manage the Electric System on behalf of the Owner;

WHEREAS, the Owner has considered the proposal from BREC to operate, maintain and manage the Electric System, and after due consideration, the Parties have determined to authorize, execute and deliver this Agreement to provide for BREC to operate, maintain, and manage the Electric System under the terms hereof; and

NOW THEREFORE in consideration of the mutual promises and of the rights, powers and duties hereinafter set forth to be performed by each, Owner and BREC mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, including each exhibit attached hereto and incorporated herein, the terms listed in this Article shall have the following meanings:

- a) **“Agreement Start Date”** shall begin on [DATE], 2024.
- b) **“Annual Service Cost”** shall have the meaning set forth in Exhibit C hereto.
- c) **“Capital Expenditure”** means expenditure that is in excess of the amount set from time to time by the City Council (as the governing body of the City), but in no event less than \$500.
- d) **“Change Order”** means any (i) request for Out-of-Scope Services (as defined in Exhibit C) or (ii) request to add to, subtract from, or otherwise alter, the Scope of Services that is agreed to in writing by the Parties.
- e) **“Contract Year”** shall mean each period of July 1 through June 30 during the Term. Notwithstanding the foregoing, the initial Contract Year shall run from the Agreement Start Date under June 30, 2025.
- f) **“Construction Work Plan” or “CWP”** means a plan that specifies and documents the capital investments required to serve planned new loads, improve service reliability and quality, and service the changing needs of existing loads. A current CWP covers all new construction, improvements, replacements, and retirements of distribution plant for the short-term, usually 4 years. For this purpose, the CWP would address the technical elements outlined in RUS procedures, guidelines, and bulletins.
- g) **“Effective Date”** the later of the date that both Owner and BREC execute this Agreement as shown on the execution page of this Agreement.
- h) **“Effective Utility Management”** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Effective Utility Management is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be commercially acceptable practices, methods, or acts generally accepted in the region.
- i) **“Event of Material Economic Impact”** shall mean any act, event or circumstances beyond the reasonable control of BREC, which was not reasonably foreseeable by BREC and which has a materially adverse effect on the cost of BREC providing the Services (as defined below) and/or on BREC’s ability to perform its obligations hereunder and shall include for the avoidance of doubt any change in legal or regulatory requirements arising after the date of this Agreement.
- j) **“Inventory”** means materials and resources maintained by the Owner that are readily available to address routine O&M activities and to support emergency restoration activities.
- k) **“Long-Range Engineering Plan”** means a long-range engineering plan that specifies and supports the major additions, improvements, replacements, and retirements needed for an orderly

transition from the existing Electric System to the Electric System sufficient to meet customer needs 10 or more years in the future. The planned future Electric System should be based on the most technically and economically sound means of serving the long-range loads in a reliable and environmentally acceptable manner, and it should ensure that planned facilities will not become obsolete prematurely. For this purpose, the plan would address the technical elements outlined in RUS procedures, guidelines, and bulletins.

l) **“NESC”** means the National Electrical Safety Code, which is published by the Institute of Electrical and Electronics Engineers (IEEE), is a U.S. standard for the safe installation, operation and maintenance of electric power and communications utility systems including power substations, power and communication overhead lines, and power and communication underground lines.

m) **“O&M”** means operation and maintenance.

n) **“Scope of Services” or “Services”** shall mean those professional operations, maintenance, and management services provided by BREC to the Owner as set forth in Article 2 of this Agreement and in Exhibit B attached hereto.

o) **“RUS”** means the Rural Utilities Service, which is an operating unit of the U.S. Department of Agriculture, Rural Development (USDA), that administers programs that provide infrastructure and infrastructure improvements to rural communities.

p) **“Term”** means the Initial Term (as defined in Article 5), plus any period subsequent to the Initial Term as contemplated by Article 5.

q) **“Uncontrollable Circumstance”** shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, Event of Material Economic Impact, and other similarly cataclysmic occurrences. Uncontrollable Circumstance may also include changes in local, state or federal law that may render this Agreement unlawful or unduly burdensome to continue as written.

r) **“Westminster Distribution System”** shall mean all electrical lines and related Facilities originating at the customer’s meter base and continuing back to the Westminster Substation. This definition excludes the Westminster Substation and any Facilities that are maintained by others, such as any metering systems, communications facilities, etc.

s) **“Westminster Substation”** means that certain electrical distribution substation located on the parcel designated as Oconee County TMS# 530-09-01-010, containing, among other electrical distribution infrastructure, transformers and switching, protection and control equipment.

ARTICLE 2 - SCOPE OF SERVICES BY BREC

Owner engages BREC and BREC agrees to be engaged by Owner to provide the Scope of Services, as set forth in Exhibit B, which is attached hereto and fully incorporated with this Agreement. The Scope of Services shall be performed in accordance with Effective Utility Management and be subject to the other terms and conditions set forth herein and in Exhibit B.

In addition to the Scope of Services, BREC may perform Out-of-Scope Services at the written request of the Owner acting through a Change Order, or, in the event of an Uncontrollable Circumstance, expressly including an Event of Material Economic Impact that requires immediate action or response, BREC may perform Out-of-Scope Services. BREC shall be paid for such Out-of-Scope Services on the basis set forth in Article 7 and Exhibit C.

ARTICLE 3 – REPRESENTATIONS OF PARTIES

A. Owner represents, warrants and covenants that:

(1) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Owner, their successors and assigns;

(2) It shall provide compensation and payment to BREC in accordance with the terms and conditions set forth in Article 7;

(3) It has the authority and power to enter into this Agreement and it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(4) The individual executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement on behalf of the Owner;

(5) It has complied with its own procurement/purchasing procedures in connection the approval of this Agreement;

(6) This Agreement constitutes a legal, valid, and binding obligation of the Owner, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(7) Owner has made or may make certain covenants to its bondholders with respect to all outstanding or future combined water, sewer, and electric system revenue bonds, which are secured by the revenues of the System (the "Bond Undertakings"). True and correct copies of all material agreements, resolutions, ordinances and other instruments relating to the Bond Undertakings have been delivered by Owner to BREC, and respecting any future Bond Undertakings (collectively, the "Financing Documents"), will be timely provided to BREC within 30 days of the incurrence thereof. The Owner is committed to such covenants and ratifies them under the terms of this Agreement such that the Owner confirms its commitment to place into effect, maintain and revise, when necessary, rates and charges for all services furnished by the Electric System as shall be sufficient, at all times, to (1) discharge all debt obligations for the Electric System, (2) provide for the payment of administration and operation, and such expenses for the maintenance of the Electric System as may be necessary to preserve the same in good repair and working order, and (3) build reasonable reserves as necessary to support the Electric System.]- Owner's obligations and undertakings under this Agreement are expressly subject to Owner's obligations and undertakings under the Financing Documents.]

(8) Owner is a participating municipality in the Piedmont Municipal Power Agency (“PMPA”), a joint municipal electric agency created and existing under Sections 6-23-10 through 6-23-330, inclusive, Code of Laws of South Carolina 1976, as amended (the “JMEP Act”), and has entered into a Piedmont Electric Power Agency Catawba Project Power Sales Agreement and a Piedmont Municipal Power Agency Supplemental Power Sales Agreement, each dated as of August 1, 1980, with PMPA, each of which may be updated, modified, supplemented, amended or replaced from time to time (together, the “PMPA Agreements”). True and correct copies of the PMPA Agreements and all other material agreements and other instruments relating to the transactions thereunder (the “Related Agreements”) have been delivered by Owner to BREC, and respecting any future updates, modifications, supplements, amendments or replacements of the PMPA Agreements or the Related Agreements, Owner will timely provide such documentation within 30 days of the effective date thereof. The Owner is committed to the covenants and obligations of Owner under the JMEP Act, the PMPA Agreements and the Related Agreements, including any updates, modifications, supplements, amendments or replacements and further including all covenants and undertakings relating to the use of the energy received by Owner from PMPA under the PMPA Agreements, rate setting, maintenance of the Electric System, budgeting and other matters. Owner’s obligations and undertakings under this Agreement are expressly subject to the Owner’s obligations and undertakings under the JMEP Act, the PMPA Agreements and the Related Agreements.

B. BREC represents, warrants and covenants to Owner that:

(1) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on BREC, their successors and assigns;

(2) It has the authority and power to enter into this Agreement and it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(3) The individual executing this Agreement on behalf of BREC is duly authorized to execute and deliver this Agreement on behalf of the BREC;

(4) BREC is willing, able and capable of providing the Services described in this Agreement; and

(5) This Agreement constitutes a legal, valid, and binding obligation of BREC, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(6) BREC acknowledges receipt of the Financing Documents, the PMPA Agreements and the Related Agreements (collectively, the “Existing Agreements”).

ARTICLE 4 – INDEPENDENT CONTRACTOR

BREC is not an employee of Owner for any purpose whatsoever but is an independent contractor with limited authority. Subject to Effective Utility Management, BREC shall have sole control of the manner and means of performing under this Agreement and shall be solely responsible for the acts of its

employees and agents, if any. Nothing in this Agreement shall be construed to constitute BREC as a partner, joint venture, employee, or general agent of Owner, nor shall either Party have any authority to bind the other in any respect.

BREC, subject to Effective Utility Management, shall provide the Services under its own authority and direction; notwithstanding the foregoing, BREC shall have no control, authority or direction over any legislative function related to the Electric System, specifically including policies, rates, budgeting and appropriation of funds, service terms and decisions, customer disputes or similar actions (collectively, "Legislative Functions", all of which shall be exclusively retained by Owner). The Parties expressly agree that to the extent any Legislative Function is assigned or transferred under this Agreement, such action is unintentional and shall be unenforceable under this Agreement.

BREC shall pay all its own expenses including, without limitation, all taxes properly and lawfully associated with doing business as an independent contractor and withholdings for BREC and its employees, if any. BREC specifically agrees that it will not receive any fringe benefits from Owner. Further, BREC shall maintain insurance for all employees in accordance with Section 10 hereinbelow.

ARTICLE 5 – TERM OF AGREEMENT

Subject to the other provisions of this Agreement, the initial term of this Agreement shall be for a period beginning on the Agreement Start Date through **June 30, 2025** ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for consecutive terms of one (1) year each, unless a notice of non-renewal is provided in writing by either Party no less than sixty (60) days prior to expiration of the Initial Term (or the then current extension term). The Owner shall make available all Facilities to BREC on the Agreement Start Date, free and clear of the rights of any other operator thereof, and BREC shall commence providing the Services on the Agreement Start Date and for all periods that this Agreement is in force and effect.

ARTICLE 6 – TERMINATION

6.1 Either Party shall have the right to terminate this Agreement for any reason or no reason at all, upon sixty (60) days written notice to the non-terminating Party prior to the expiration of the Initial Term or then then current extension Term.

6.2 Either Party shall have the right to terminate this Agreement upon an Event of Default in accordance with Section 15.2 herein.

ARTICLE 7 – COMPENSATION AND PAYMENT TO BREC

For the provision of the Services and subject to appropriation of available funds by Owner during its annual budget process, Owner shall pay BREC the Annual Fee (as defined in Exhibit C) during the Initial Term and any subsequent Term, which is described and calculated as set forth in Exhibit C, attached hereto and incorporated herein to this Agreement.

Owner shall pay BREC one-twelfth (1/12) of the Annual Fee (the "Monthly Operating Fee") each month during the Contract Year within fifteen (15) days of the receipt of an invoice from BREC for Services provided during the preceding month. Owner shall pay BREC interest at an annual rate equal to the lesser of six percent (6.0%) per year or the highest rate allowable under South Carolina law, on payments not

timely paid and received on the due date of the payment. BREC shall provide each invoice on or about the first day of the month for services provided during the preceding month.

ARTICLE 8 – NON-SOLICIATION OF EMPLOYEES

Unless otherwise agreed to in writing, the Parties will not, during or for 12 months after termination of this Agreement, recruit or otherwise solicit any employee, or any of its parents or subsidiaries to terminate employment with or otherwise cease his or her relationship with the other Party or any of its parents or subsidiaries. In addition, neither Party will, during or for 12 months after termination of this Agreement, hire any employee of the Party or any of its parents or subsidiaries without paying a liquidation fee to the non-soliciting party equal to the most recent annual salary of the employee to whom the solicitation was made. Notwithstanding the foregoing, the Parties acknowledge and agree that BREC may, within six months of the Effective Date, engage the City’s utility employees (as identified by the City in writing) to facilitate provision of Services hereunder, and such action by Owner shall not be a violation of this provision. The identified employees will be initially engaged and trained by BREC as independent contractors and shall be offered full-time employment by BREC within one year so long as they perform satisfactorily and obtain all qualifications and as determined in BREC’s discretion. Notwithstanding the foregoing, BREC has no obligation or duty to engage, train, hire or retain any employee identified by the City.

ARTICLE 9 – INDEMNIFICATION

BREC agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney’s fee to the extent resulting from the negligence or willful misconduct of BREC, its officers, agents, servants and employees in the performance of this Agreement, including the preparation of regulatory reports prepared for the benefit of, and authorized by, the Owner; provided, however, that BREC shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney’s fees arising out of (i) the negligence or willful misconduct of the Owner, (ii) Owner’s nonpayment of amounts due hereunder; or (iii) Owner’s failure to approve Services or a budget for Services necessary for the safe and reliable operation of the Electric System, or any of the foregoing in (i)-(iii) of this paragraph by Owner’s officers, agents, servants, and employees. BREC shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement.

To the extent provided by law, neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue or cost of claims of customers.

ARTICLE 10 – INSURANCE

BREC shall maintain at its own expense Worker’s Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance

Limits of Liability

Workers’ Compensation

Statutory Workers’ Compensation

Commercial General Liability	\$1,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate
Automotive Liability (Auto)	\$1,000,000 each accident or loss
	Combined Bodily Injury and Property Damage
	All Vehicles covered hired car and non-owned Automobiles.

Owner agrees to procure and maintain in full force and effect at all times during the Term such liability, errors and omissions or other policies of insurance in sufficient coverage amounts, naming BREC as a loss payee (as applicable), to protect BREC, together with its affiliates, officers, directors, employees, and agents, in the event that an act or omission by an agent or employee of Owner results in any third-party claims against BREC. BREC agrees to indemnify and hold harmless Owner in the event that any act by an agent or employee of BREC results in any third-party claims against Owner. BREC agrees to include Owner in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall BREC be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by BREC shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days' notice shall be provided for non-payment of premium. Regardless of the notice or termination requirements in this Agreement, this Agreement shall automatically terminate upon the lapse, suspension or termination without proper replacement of the insurance coverages described herein.

In addition to Owner's insurance obligation set forth in the preceding paragraph, Owner shall procure and maintain fire, property and boiler and machinery insurance, on an all-risk basis, on the Facilities, in an amount equal to 100% of the value of their repair or replacement.

Owner shall procure and maintain an appropriate crime insurance policy providing coverage for criminal acts or omissions committed by BREC, endorsed to include faithful performance to cover the faithful performance of BREC and with policy limits as established by South Carolina law. Should Owner fail to procure or maintain the insurance policy specified in this paragraph, BREC may, but is not obligated to, procure such policy and invoice Owner for the cost of same. Owner shall be responsible for any fines, penalties, costs or damages associated with any failure to maintain the insurance policy specified in this paragraph.

ARTICLE 11: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such Party, including without limitation an Uncontrollable Circumstance (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure.

ARTICLE 12 – NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows (email addresses are provided for convenience; delivery of notices by email does not satisfy the notice requirements of this section):

If to BREC:

Blue Ridge Electric Cooperative, Inc.
Attn: James L. Lovinggood, President and Chief Executive Officer
734 W. Main St.
Pickens, SC 29671
Tel: 800-240-3400
Email: jim.lovinggood@blueridge.coop

With a copy (which shall not constitute notice) to:

The Tiencken Law Firm, LLC
Attn: Chris McDonald, Esq.
234 Seven Farms Dr., Suite 114
Daniel Island, SC 29492
Tel: 843-377-8415
Email: cmcdonald@tienckenlaw.com

If to the Owner:

City of Westminster, South Carolina
Attn: City Administrator
100 E. Windsor Street (PO Box 399)
Westminster, South Carolina
Tel: 803-647-3200
Email: kbronson@westminstersc.org

With copy (which shall not constitute notice) to:

Pope Flynn, LLC
Attn: Lawrence Flynn, Esq.
PO Box 11509
Columbia, SC 29206
Tel: 803-354-4902
Email: lflynn@popeflynn.com

Or to such other addresses as either Party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The Parties must provide written notice of any changes to the authorized representatives and such changes, when made in the sole discretion of the applicable Party, shall be considered as a supplement to this Agreement.

The following individuals are the initial point of contact for the administration of this Agreement:

BREC:

Blue Ridge Electric Cooperative, Inc.
Attn: Mark Waters, Senior Vice President of Engineering & Operations
734 W. Main St.
Pickens, SC 29671
Tel: (864) 898-2053
Email: mark.waters@blueridge.coop

Owner:

City of Westminster, South Carolina
Attn: Kevin Bronson, City Administrator
100 E. Windsor Street (PO Box 399)
Westminster, South Carolina
Tel: 803-647-3200
Email: kbronson@westminstersc.org

ARTICLE 13 – EVENTS OF DEFAULT; REMEDIES

13.1 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

13.1.1 Failure by Owner to make any scheduled payment in accordance with this Agreement that is not cured within five Business Days’ after written notice of such failure is provided by BREC;

13.1.2 Failure of a Party to perform any material duty, including maintenance of the Electric System in accordance with Effective Utility Management, imposed on it by this Agreement (other than a failure to make a payment when due) within 10 days following the non-performing Party’s receipt of written notice of the non-performing Party’s breach of its duty hereunder;

13.1.3 Failure by a Party to pay any amounts under this Agreement within three Business Days following the non-performing Party’s receipt of written notice of the non-performing Party’s default in its payment obligation, except as provided in Section 15.1.1;

13.1.4 Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Article 15;

13.1.5 Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment;

13.1.6 The continuation of a material change that affects BREC’s ability to perform or fulfill the Services as contemplated by Exhibit B.

13.2 Remedies, General. Except as otherwise provided in this Agreement, following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party

may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Unless otherwise provided herein, remedies provided in this Agreement are cumulative, unless specifically designated to be an exclusive remedy and nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein provided that:

13.2.1 If Owner fails to pay any invoice rendered by or on behalf of the BREC within the time prescribed in Article 7 and such payment default has not otherwise been cured under the time period provided in Section 13.1.1 above, the BREC may discontinue any or all Services hereunder upon not less than 30 days' prior written notice to Owner of its intention to do so unless Owner has cured such default within those 30 days. Except as otherwise provided in this Agreement, BREC's discontinuance of such service for non-payment will not in any way affect, diminish or limit the obligations of Owner to make all payments required under this Agreement through the date of discontinuance by BREC.

ARTICLE 14 – GOVERNING LAW

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of South Carolina.

ARTICLE 15 – ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Owner's consent shall not be required for any assignment by BREC to an affiliate controlled by BREC or its parent or to a wholly owned subsidiary of BREC.

ARTICLE 16 – CHANGES ORDERS AND AMENDMENTS

This Agreement may not be modified unless in writing signed by both Parties. Either Party may request changes in the Scope of Services to be performed pursuant to this Agreement. All changes to the Scope of Services must be in a written Change Order signed by the Parties which sets forth in detail (i) the services to be added, removed or modified; (ii) the changes, if any, to the Annual Fee; (iii) the changes, if any, to the time required for, or the nature of, performance of the Scope of Services. Exhibit B may be supplemented to include any additional services contemplated as a result of a Change Order. Further, Exhibit C, regarding remuneration, shall be supplemented as necessary.

ARTICLE 17 – ACCESS AND USE OF OWNER EQUIPMENT

Owner shall provide access to, and use of, all Facilities related to the Electric System, both inside and outside the Owner's municipal limits, that are under the Owner's ownership or control and are necessary for BREC to fulfill its obligations under this Agreement.

ARTICLE 18: DISPUTES AND VENUE

Any dispute arising under this Agreement shall be heard exclusively in a court of competent jurisdiction within the State.

ARTICLE 19 – SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

ARTICLE 20 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 21 – SUCCESSORS BINDING AGREEMENT

This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 22 – E-VERIFY COMPLIANCE

BREC hereby certifies that it shall comply with the requirements of Title 41, Chapter 8 of the Code of Laws of South Carolina 1976, as amended.

ARTICLE 23 – DISPARAGEMENT

Subject to applicable law, each of the Parties covenants and agrees that neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of such other Parties, their products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, shareholders, agents, attorneys or representatives.

Consistent with Section 11-35-5300 of the Code of Laws of South Carolina 1976, as amended, BREC represents and acknowledges that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a "jurisdiction with whom South Carolina can enjoy open trade" (as such phrase is defined in Section 11-35-5300(B)(3)).

ARTICLE 24 – COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 25 – CONFLICT PROVISION

This Agreement is being entered into by Owner with the express understanding that this Agreement is subject in all respects to the undertakings and requirements of Owner under the JMEP Act, the Existing Agreement, and, notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the provisions of this Agreement and the JMEP Act or the Existing Agreements, the terms and provisions of the JMEP Act and the Existing Agreements shall control.

ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits attached hereto and any Change Orders provided under the provisions hereof, sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

City of Westminster, South Carolina

By: _____
Name: Kevin Bronson
Title: City Administrator
Date: _____

Blue Ridge Electric Cooperative

By: _____
Name: James L. Lovinggood
Title: President & Chief Executive Officer
Date: _____

EXHIBIT A

Description of the Facilities

Exhibit B

Scope of Services

The following categories of services shall be within the Scope of Services:

I. Substation Maintenance

BREC's substations are jointly owned, operated, and maintained by New Horizon Electric Cooperative, Inc. ("NHEC"), of which it is a member. As of the Agreement Start Date, the Parties intend to have NHEC perform O&M on Owner's substation, likely through the BREC's member agreement with NHEC (in lieu of Owner's entry into a separate contract with NHEC). Thus, unless otherwise agreed by the Parties, BREC's primary role in Owner substation O&M will be in monitoring and coordination of NHEC substation O&M activities. The cost for substation O&M services performed by NHEC through BREC's member agreement will be included, as appropriate, in the Annual Fees (subject to any true-up) and Additional Fees as described in Exhibit C hereto.

II. Westminster Distribution System Operation and Maintenance

BREC will operate and maintain the Westminster Distribution System on Owner's behalf in a manner that is comparable to the operation and maintenance of BREC's distribution system and in a manner which permits Owner to comply with the applicable requirements of the Existing Agreements. The following are included in the Scope of Services:

- 1) monitoring the Westminster Distribution System, responding to outages, and carrying out restoration activities;
- 2) conducting routine inspections and testing of the Westminster Distribution System and associated component parts and Facilities;
- 3) maintaining records of inspections and tests;
- 4) implementing all needed repairs, replacements, alterations, additions, betterments, and improvements;
- 5) ensuring protection systems and facilities are properly coordinated and maintained;
- 6) application of BREC cybersecurity practices to Westminster Distribution System;
- 7) Westminster Distribution System compliance with NESC standards; and
- 8) coordinating the maintenance of Westminster Distribution System easements.

For avoidance of doubt, the term "comparable" as used above means that all activities will be, to the extent practicable, consistent with BREC's policies, practices and procedures for its own assigned service territory. In any event, BREC will perform the Services in compliance with applicable laws, regulations and, as applicable orders, and consistent with Effective Utility Management.

For major outage restoration activities (by way of example and not limitation, non-isolated outages due to widespread weather events, etc.), BREC agrees, and Owner acknowledges, that it will not prioritize Owner outage restoration differently than BREC member restoration, and that all such activities will be conducted in accordance with Effective Utility Management.

III. Planning and Coordination

A. BREC representatives will actively participate in the Joint Engineering & Operations Committee and the Management Committee, each as more fully described in Exhibit E.

B. Based on ongoing system inspections and priorities identified by the Joint Planning & Engineering Committee, BREC will include with its annual proposed budget (as described in Exhibit C) a detail of proposed capital improvements for the upcoming Contract Year. Proposed capital improvements will consist of the items set forth in the Construction Work Plan and Long-Range Engineering Plan, as prepared by the Joint Planning & Engineering Committee.

C. Periodic review of the applicable requirements of the Existing Agreements.

IV. Material Acquisition & Inventory Management

The Parties acknowledge that Owner, as a political subdivision of the State of South Carolina, is prohibited by South Carolina law from delegating its procurement authority to a third party. BREC will assist Owner as requested by Owner in its procurement of Inventory and other physical resources required for operating and maintaining the Electric System. Such assistance, at Owner's option, may include, but not be limited to, facilitating Owner's access to procurement channels that may not have otherwise been available to Owner but for its entry into this Agreement (for example, Cooperative Electric Energy Supply, or CEEUS).

BREC will perform the following as part of the Scope of Services:

- 1) Identify to Owner all physical materials, equipment and supplies to procure reasonable and necessary for performance of the Services.
- 2) Coordinate with Owner delivery and storage of all acquired materials and other physical resources needed for O&M of the Electric System, subject to the following principles:
 - a. Owner Inventory will be segregated and maintained separately from BREC inventory and materials regardless of where stored;
 - b. Subject to approval by BREC, Inventory may be stored on BREC premises; and
 - c. Owner will designate and maintain an appropriate location and facilities on its own premises for the storage and testing of Inventory not approved for storage at BREC premises, and grant access to BREC as needed.
- 3) Manage the Inventory, to include the following:
 - a. Monitor Inventory levels and recommend changes to same based on principles of Effective Utility Management. BREC will provide an Inventory report (and recommendations, if any) no more often than once per Contract Year.
 - b. As practicable, utilize its inventory management systems to manage the Inventory (alternatively, BREC may maintain separate inventory management systems for management of the Inventory).
 - c. Advise Owner on standard inventory thresholds and storm inventories.

V. Billing and Customer Care

Owner will make a determination whether it will retain billing and customer care or to delegate such functions to BREC upon conducting an evaluation of cost and comparability of services. If Owner elects to

delegate such functions, the Parties will prepare appropriate amendments to the Agreement and Exhibit B setting forth in detail the cost and scope of these services.

EXHIBIT C

BREC Remuneration

As described in this exhibit, BREC shall be paid during the Term the Annual Fee, plus or minus the Annual True-Up, and the Additional Fees for Out-of-Scope Services (each of the foregoing capitalized terms as defined below).

1. ANNUAL SERVICE COST

(a) For the initial Contract Year, the Annual Fee, as that term is defined in subparagraph (i) of this paragraph (a), shall be \$[AMOUNT]. Thereafter, the Annual Fee for each Contract Year will be determined as follows:

(i) At least 120 days before the beginning of each Contract Year, BREC will provide a projected budget to Owner for BREC's performance of the Services for that upcoming Contract Year (if Services for the first Contract Year commence less than 120 days prior to June 30, the projected budget for the second Contract Year will be attached as an exhibit hereto). The projected budget shall be based on BREC's good-faith estimate of its costs for performance of the Services determined in accordance with principles of Effective Utility Management, plus an administrative fee equal to [#] percent of those costs (collectively, the "Annual Fee") and shall (A) include shorter and longer term objectives of the Construction Work Plan and Long-Range Engineering Plan for a particular Contract Year developed by the Joint Engineering & Operations Committee, each as described in Exhibit E; and (B) be calculated using the labor and service equipment utilization rates as set forth in Exhibit D, "Preferred Client Labor and Service Equipment Utilization Rate Schedule." The Annual Fee shall be due and payable in accordance with Article 7 of the Agreement.

(ii) Within 60 days following the end of each Contract Year, when actual costs for providing the Services for that year have been finally determined, BREC will present a statement with reasonable supporting documentation reflecting its actual costs and corresponding administrative fee for providing the Services for the previous Contract Year (collectively, the "Actual Service Cost"). The positive or negative difference between the Annual Fee and the Actual Service Cost ("Annual True-Up") will be charged or credited, as the case may be, to Owner. If the Actual Service Cost is between ninety-five percent (95%) and one hundred five percent (105%) of the Annual Fee (the "Range") for any Contract Year, BREC will issue a credit or Owner will issue a payment for the Annual True-Up to the other Party, as the case may be; if the difference between the Actual Service Cost and Annual Fee is outside of the Range, one-sixth (1/6) of the charge or credit will be applied to the next six (6) monthly billing statements issued by BREC to Owner. The Owner, in its sole discretion, may elect to challenge the Actual Service Cost and the applicable Annual True-Up in writing within five (5) business days of written notice from BREC. In the event of such challenge, the Owner shall engage a certified professional account to review the Actual Service Cost determination and materials associated therewith, which should be provided by BREC upon request within 24 hours. Upon such review and by no later than the 30th day after notice of the challenge is provided to BREC, such accountant shall provide a written determination to the Owner and BREC regarding the reliability of the

Annual Service Cost. Absent an extension by BREC, if the accounting is not timely provided by the 30th day, then the challenge shall be deemed waived. In the event that the Annual Service Cost, as timely determined by the accountant, is less than the Annual Service Cost initially provided by BREC by a factor of 5.0% or more, then BREC shall be responsible for all costs of engaging the accountant and the Actual Service Cost and Annual True-Up shall be revised to conform to the values determined by the accountant. Further, in the event that BREC disagrees with the final determination by such accountant, BREC shall still be responsible for all costs of the accountants (including fees and expenses), but the Actual Service Cost and Annual True-Up shall be revised to an amount equal to the average of the Actual Service Cost and Annual True-Up as determined by BREC and the accountant, respectively. Thereafter, the Annual True-Up shall be paid or credited in accordance with the methodology otherwise described herein.

2. FEES FOR WORK PERFORMED OUTSIDE THE SCOPE OF SERVICES

(a) From time to time during the Term, BREC may, subject to prior to written authorization by Owner, perform or cause to be performed (i) non-budgeted, non-routine maintenance, replacement, repair, upgrades, rehabilitation and new installation of Facilities; or (ii) other services that are outside the Scope of Services (such services, collectively, "Out-of-Scope Services"). Notwithstanding the preceding sentence, BREC shall not be required to obtain prior written authorization before performing or causing to be performed Out-of-Scope Services when such services result from an Uncontrollable Circumstance or otherwise involve outage restoration activities or other maintenance, repair and replacement of Owner's Facilities that, in BREC's reasonable judgment consistent with principles of Effective Utility Management, constitute an emergency. All non-emergency Out-of-Scope Services shall be set forth in a Change Order agreed to by the Parties prior to their performance by BREC or its contactors. The costs and fees for all Out-of-Scope Services ("Additional Fees"), which shall be determined in accordance with paragraph (b) of this section, will be itemized separately in invoicing by BREC from the Monthly Operating Charges.

(b) Whether or not set forth in a Change Order executed by the Parties, the Additional Fees for Out-of-Scope Services shall be determined as follows:

(i) For Out-of-Scope Services that BREC can perform in-house (i.e., BREC does not have to enlist the services of a contractor or subcontractor and BREC does not have to lease any service equipment to provide the Out-of-Scope Services), Owner shall pay to BREC Additional Fees equal to BREC's actual costs, including overhead, equipment, materials and labor as shall be confirmed in writing to Owner upon request, plus fifteen percent (15%) of that cost, with costs for labor and service equipment calculated pursuant to the rates set forth in Exhibit D.

(ii) For Out-of-Scope Services that BREC cannot provide in-house (i.e., BREC has to enlist the services of a contractor or subcontractor or BREC has to lease equipment to provide the services), Owner shall pay BREC additional compensation based upon BREC's actual costs, including overhead, equipment, materials and labor as shall be confirmed in writing to Owner upon request, plus fifteen percent (15%) of that cost.

3. TASK ORDER AUTHORIZATION FOR CAPITAL EXPENDITURES

Except as otherwise budgeted by the Owner each Contract Year and except relating to costs incurred in emergency situations, all Capital Expenditures must be pre-approved and authorized by the contracting officer representative for the Owner.

4. SUBCONTRACTING

BREC may subcontract any part, but not all, of the Scope of Work to be provided by it under this Agreement without the prior written consent of the Owner, but without relieving BREC of its obligations under the Agreement. In such event and notwithstanding any provisions in this Agreement to the contrary, BREC shall be fully responsible for the payment of contractors and subcontractors for the Services. BREC shall inform the Owner of the identity or any change in the identity of the contractors and subcontractors being used in respect of any part of the Scope of Services and the details of the services which are being subcontracted. BREC shall ensure that subcontractors engaged by BREC follow all the statutory provisions applicable in South Carolina from time to time in relation to labor and industrial law. BREC shall ensure that subcontractors follow safety procedures in effect at the relevant Facilities from time to time and all subcontractors are properly insured within the limits of this Agreement.

5. CHANGE ORDERS

- (a) A Change Order may be initiated by either Party at any time during the pendency of this Agreement to address (i) Out-of-Scope Services to be performed by BREC that will not become a part of an amended Scope of Services; or (ii) if either Party desires to alter the Scope of Services by adding, removing or modifying services set forth in the Scope of Services. If the Owner requests BREC to submit a proposal and subsequently elects not to proceed with the Change Order, BREC shall be reimbursed by the Owner for its actual documented costs incurred in preparing and submitting such proposal, including (without limitation) design Scope of Services for outsourced activities.
- (b) Regardless of whether a Change Order is proposed by Owner or BREC, BREC shall submit to Owner, as soon as reasonably practicable after a Change Order is proposed, (i) a description of the proposed design, work and/or services to be performed and a plan for its execution; (ii) a proposal for the fees to be charged (*i.e.*, the amount of Additional Fees to be charged for the proposed Out-of-Scope Services under paragraph (a)(i) of this section or changes to the Annual Fee if the Change Order is intended to effectuate a modification of the Scope of Services under paragraph (a)(ii) of this section); and (iii) if the Change Order is intended to modify the Scope of Services, proposed modifications to the Agreement, which may be done as a supplement to Exhibit B. Owner shall then approve or reject BREC's proposal and provide appropriate comments to BREC as soon as practicable thereafter.

EXHIBIT D

BREC PREFERRED CLIENT LABOR AND SERVICE EQUIPMENT UTILIZATION RATE SCHEDULE

The rates set forth in this Exhibit D are subject to adjustment no more often than once per Contract Year by BREC. Owner's consent is not required for any annual adjustment by BREC that does not exceed the increase in consumer price index for the year preceding such change, but BREC shall notify Owner of such adjustment in writing prior to its effective date. Mutual agreement of the Parties shall be required for annual adjustments that in the aggregate exceed the consumer price index and shall be memorialized by replacement of this Exhibit D with a new Exhibit D signed by duly authorized officers of each Party.

[DETAIL TO BE PROVIDED BY BREC]

Labor Rates?

Service Equipment (bucket trucks, etc.)?

EXHIBIT E
COMMITTEES

I. Joint Engineering & Operations Committee

The Joint Planning & Engineering Committee (“JEOC”) shall consist of two designees from each Party and shall meet no less often than quarterly during each Contract Year. Unless otherwise agreed from time to time by the Management Committee, the JPEC shall perform the following functions:

- 1) Developing and updating the Construction Work Plan and Long-Range Engineering Plan, to include review of requirements of the Financing Documents, PMPA Agreements and Related Agreements for applicable standards.
- 2) Recommending policy and procedure recommendations for consideration by the Management Committee.
- 3) Developing processes and procedures for:
 - a. prioritizing, approving and implementing improvements to the Electric System;
 - b. addressing power quality issues;
 - c. maintaining documentation of proposed capital improvement projects and prioritization of same;
 - d. integrating the Electric System into BRECs overall emergency restoration plans;
 - e. maintaining documentation of minimum and recommended Inventory levels;
 - f. maintaining records of Inventory and other material approved for storage at BRECs facilities;
 - g. inspection of poles, administering pole attachment agreements and remediation of pole attachment issues;
 - h. reviewing and recommending adjustments, with assistance from independent rate consultants as determined necessary or appropriate, to Owner rate structures;
 - i. connection of new customers and interconnection of customer load-side resources;
 - j. addressing customer complaints;
 - k. developing, approving and executing service orders; and
 - l. implementing disconnects and reconnects.
- 4) Approving non-emergency Capital Expenditures.

II. Management Committee

The Management Committee shall consist of one senior-level representative from each Party (for Owner, "senior-level representative" shall mean the City Administrator or a member of the City Council, and for BREC, a vice president or higher employee), and shall perform the following functions:

- 1) To the extent the JEOC cannot achieve consensus in performance of any of its functions as set forth above, the Management Committee shall meet and attempt to resolve any dispute;
- 2) Considering policy and procedure recommendations commended by JEOC; and
- 3) Altering the functions of the JEOC from time to time as deemed necessary.

If a dispute arises that cannot be resolved after reasonable, good-faith efforts by the JEOC and Management Committee after the committees have endeavored to achieve such resolution for a collective period of not less than 45 days, the Parties will engage an independent third-party subject matter expert (by way of example and not limitation, an engineering consultant for operational matters, an accountant or auditor for financial matters, etc.) to attempt for a period of not less than 30 days to facilitate a mutually agreeable resolution. Notwithstanding the foregoing, the recommendations of the subject-matter expert shall not be binding on the Parties. The costs for engaging the subject-matter expert shall be borne equally by the Parties.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-02

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from Miles 302 Palmer LLC (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 250-00-04-001 and commonly known as 100 Dunlop Drive.

The Property represents a portion of Tax Map Number: 250-00-04-001.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Light Industrial.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

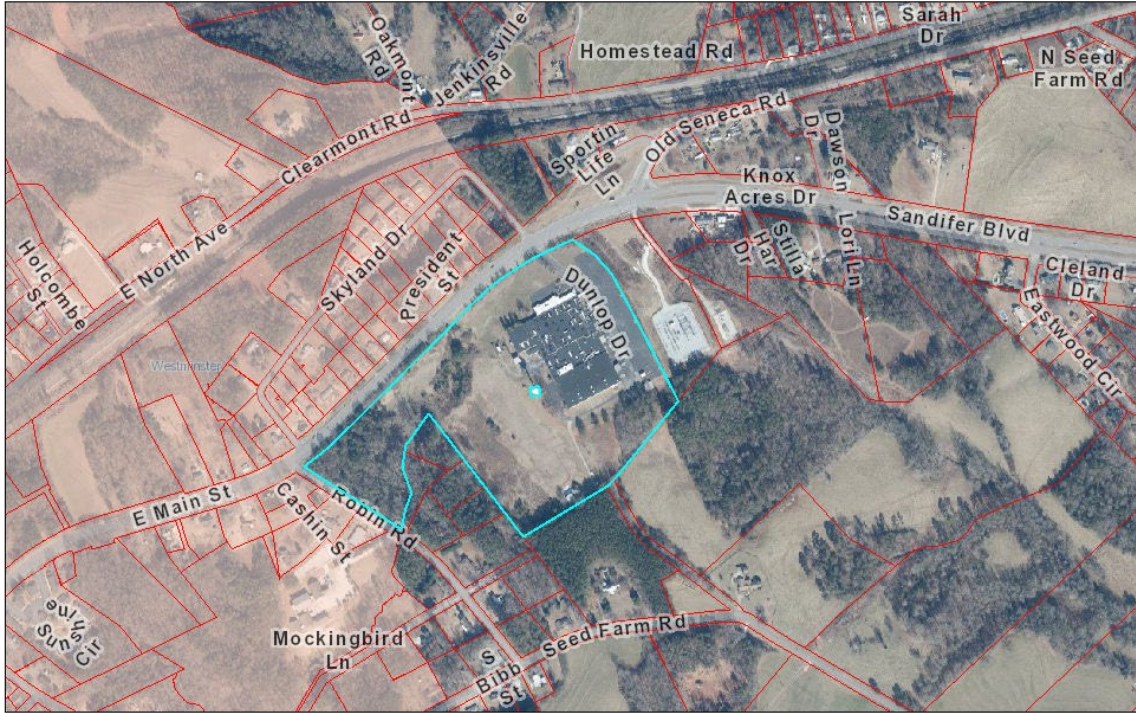
Attest:

By: _____
City Clerk

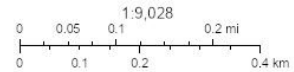
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 100 Dunlop Drive



7/18/2024, 9:41:28 AM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. | OCSCGIS

250-00-04-001.

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 29th Day of June, 2023 by M/S 302 Palmer LLC and the City of Westminster, S.C.

WITNESSETH:

Whereas, Michael Shmuel is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 250 00 04 001 and Street Address 100 Dunlop Drive Westminster SC, 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and... Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Witness for City: Diana Osborn, Alex Carter, Debra Weston, Stephanie Holbrook

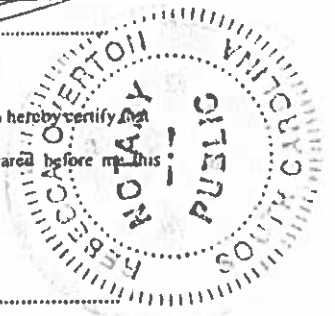
Customer Service Rep: [Signature], City of Westminster Employee Title: [Signature]

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Michael Shmuel (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Weston, Notary Public of South Carolina, My Commission Expires: 1/22/2031



STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Weston, Notary Public of South Carolina, My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein

[Signature], City Administrator



Barcode ID: 2442521 Type: DEE Recorded: 05/29/2024 at 08:39:00 AM Fee Amt: \$25.00 Oconee, South Carolina, Register Of Deeds Anna Davison - Register Of Deeds Page 1 of 4

City of Westminster P.O. Box 399 Westminster, SC 29693

2050- Ret-

014463

Oconee SC Register of Deeds '24 MAY 29 AM 8:39

BK 3079 PG 295-298

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")

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; (iv) an extension of water or sewer mains or electric lines; or (v) 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:

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 presentation 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(R)(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 do so.
- 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.** Whenever 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.

X MS
Initial
X



Gateway to the Mountain Lakes Region

**TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:**

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 100 DUNLOP DRIVE WESTMINSTER SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 2500004001

It is requested that the property be zoned as follows: _____
6/29/23

X [Signature] _____ Date
X Signature Address

FOR MUNICIPAL USE:

Petition received by _____ Date _____
Description and ownership verified by _____ Date _____
Recommendation _____
By _____

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-03

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from the City of Westminster (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 250-00-04-023 and commonly known as 198 Dunlop Drive.

The Property represents a portion of Tax Map Number: 250-00-04-023.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

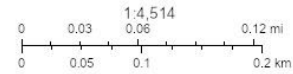
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 198 Dunlop Drive



7/18/2024, 9:28:44 AM



Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. | OCSCGIS

250-00-04-023.



Gateway to the Mountain Lakes Region

**TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:**

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Dunlop Drive
"Water Tower (Dunlop)"

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 250-00-04-023

It is requested that the property be zoned as follows: Institutional

[Signature]
Signature
(City Administrator)

PO. Box 399 Westminster, 06/24/2024
Address SC Date
29693

FOR MUNICIPAL USE:

Petition received by Reagan Osbon 06/24/2024
Date

Description and ownership verified by _____
Date

Recommendation Annexation by Petition

By Reagan Osbon 06/24/2024

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-04

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from Joyce Winkler (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 235-00-02-033 and commonly known as 143 Oakmont Road.

The Property represents a portion of Tax Map Number: 235-00-02-033.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

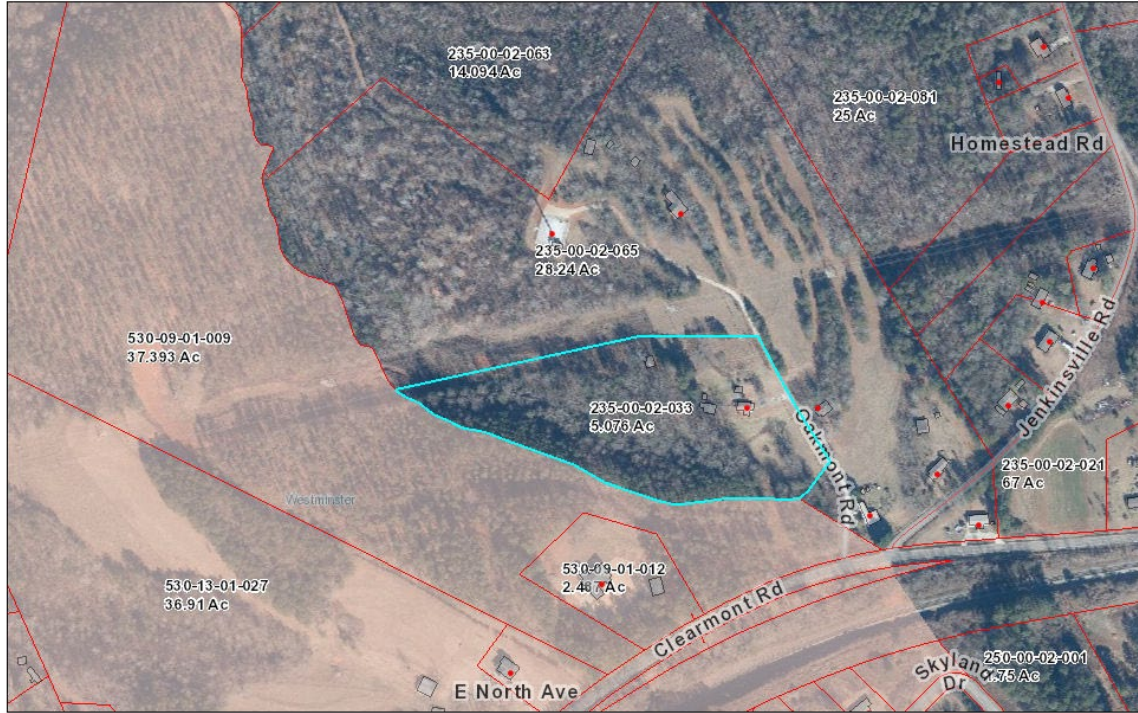
Attest:

By: _____
City Clerk

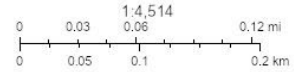
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 143 Oakmont Road



7/18/2024, 8:44:46 AM



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OCSCGIS
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235-00-02-033

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 28th Day of April, 2023 by Joyce Winkler and the City of Westminster, S.C.

WITNESSETH:

Whereas, Joyce Winkler is the owner of that certain tract or parcel of land located in Oconee

County, South Carolina, more particularly described as Tax Map # 235-00-02-033 and Street Address 143 Oakmont Rd, Westminster, SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Witness signatures for City and Owner: Kiley Carter, Deborah Overt.

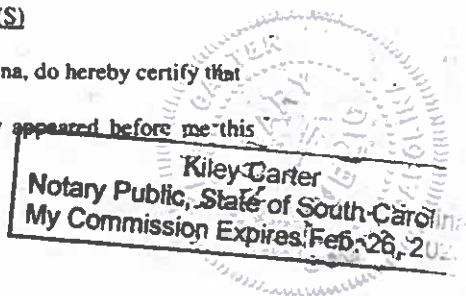
Administrative asst. signature and Joyce Winkler signature.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Joyce Winkler (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary signature and commission expiration date: 2/26/25

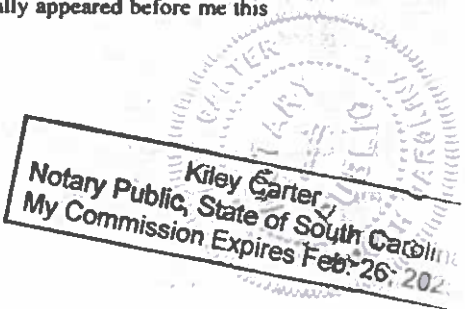


STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Connie Baty (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary signature and commission expiration date: 2/26/25



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

City Administrator signature

... OF ANNEAATION 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"):

RECITALS:

WHEREAS the real property located at 143 Oakmont Rd Westminster Sd 29693 (as further described herein as 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:

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 presentation 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 payments 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. **Recording 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.





Gateway to the Mountain Lakes Region

**TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:**

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: _____
143 Oakmont Rd
Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): _____

It is requested that the property be zoned as follows: _____

Signature	Address	Date
<u>[Signature]</u>	<u>143 OAKmont Rd</u> <u>Westminster SC 29693</u>	<u>3-9-23</u>

FOR MUNICIPAL USE:

Petition received by [Signature] _____ Date _____

Description and ownership verified by _____ Date _____

Recommendation Accept _____ Date _____

By _____ Date _____

Oconee COUNTY

STATE TAX _____

COUNTY TAX _____

EXEMPT W

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

CONVEYED WITHOUT TITLE EXAMINATION BY RKW

2017 AUG -8 P 4 32

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF OCONEE)

(LIFE ESTATE DEED)

Doc ID: 00608680002 Type: DEE
BK 2289 pg 295-296

RKW
1020

001658

KNOW ALL MEN BY THESE PRESENTS, that WE, FRANCES B. COX AND JOYCE C. WINKLER, in consideration of Ten and 00/100 (\$10.00) Dollars love and affection, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto JOYCE C. WINKLER, RESERVING A LIFE ESTATE IN FRANCES B. COX, Her Heirs and Assigns forever, to wit:

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Tugaloo Township, Oconee County, South Carolina, containing 5.076 total acres, more or less, as shown on a plat prepared by Wayne R. Garland, RLS # 5298, dated April 21, 1982, and recorded in Plat Book P-45, Page 92, records of Oconee County, South Carolina.

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, rights of way, zoning rules and laws and regulations, any of which may be found of record in the Office of the Register of Deeds for Oconee County, South Carolina.

This being the identical property conveyed unto Frances B. Cox and Joyce C. Winkler by Deed of Distribution of the Estate of Burt A. Cox aka Bert A. Cox, Deceased, Probate Court Case Number 2017ES3700104, dated ~~July~~^{August} 7, 2017, and recorded ~~July~~^{August} 8, 2017, in Deed Book 2289, Page 293, records of Oconee County, South Carolina. FOR OFFICE USE ONLY

TAX MAP NO. 235-00-02-033

THIS PROPERTY DESIGNATED AS
MAP 235-00-02 PARC 033
ON OCONEE COUNTY TAX MAPS

Heather Shugart
REGISTER OF DEEDS

GRANTEE'S ADDRESS: 143 Oakmont Road, Westminster, SC 29693

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto JOYCE C. WINKLER 2017

Anna K. Davison
Auditor, Oconee County S.C.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-05

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from Quinterria Owens and Lawrence Bernard, Jr. (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 235-00-02-088 and commonly known as 1405 Clearmont Road.

The Property represents a portion of Tax Map Number: 235-00-02-088.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

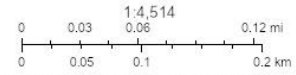
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 1405 Clearmont Road



7/17/2024, 4:52:17 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. | OCSCGIS

235-00-02-088

City of Westminster
Spec

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

UTILITY

THIS CONTRACT is entered into as of the 31 Day of December, 2021 by Jenbrown Aune and the City of Westminster, S.C.

WITNESSETH:

Whereas, Penitencia Aune is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 235-00-02-088 and Street Address 1405 deamont road and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Kiley Carter
WITNESS FOR CITY
Debra Overton
ADDITIONAL WITNESS FOR CITY
Kiley Carter
WITNESS FOR OWNER
St. Jan. Hillborn
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
St. Jan. Hillborn
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
Jenbrown Aune
OWNER OF PROPERTY SIGNATURE
Jenbrown Aune
OWNER OF PROPERTY SIGNATURE

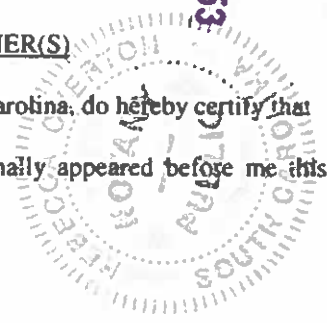
FILED OCONEE COUNTY SC
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Jenbrown Aune (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Overton
Notary Public of South Carolina
My Commission Expires: 11/22/2031

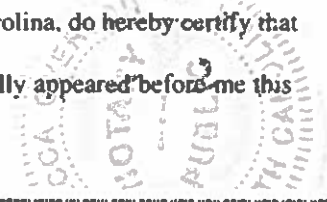


STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Kiley Carter (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debra Overton
Notary Public of South Carolina
My Commission Expires: 11/22/2031



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Fan 2/14/2022
City Administrator

Barcode ID: 2201915 Type: DEE
Recorded: 03/04/2022 at 11:53:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this 31 day of Dec 2021 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"):

RECITALS:

WHEREAS, the real property located at 1405 document Rd. having Tax Map Number 25-00-02-018 (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:

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 presentation 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.


[initials]

FILED OCONEE COUNTY SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:53



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: _____

1405 Clearmont Rd.

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 235-00-02-088

It is requested that the property be zoned as follows: _____

Jeanne Owen Owens 1405 Clearmont rd 12-31-21
Signature Address Date

FOR MUNICIPAL USE:

Petition received by Covenant 12-31-2021
Description and ownership verified by owner 12-31-2021
Recommendation Approved 12-31-2021
By Stephanie Hill 12-31-2021



Parcel Information

Parcel ID 235-00-02-088
Neighborhood 6600100 - Tugaloo Township Westminster FD
Property Address 1405 CLEARMONT RD
Legal Description NW CLEARMONT RD
Acres 0.87
Class
Tax District WESTMINSTER (District 06)
Exemptions

View Map

Owner

LAWRENCE JERRY BERNARD JR
% OWENS QUINTERRIA
2505 MCKINLEY DR
ANDERSON, SC 29621

Land

Table with 5 columns: Land Use, Acres, Square Footage, Frontage, Depth. Row 1: O - Other, 0.87, 37,897, 0, 0

Mobile Homes

Table with 8 columns: Style, Manufacturer, Model, Year Built, Width Length, Serial Number, Condition, Value. Row 1: Mobile Homes, UNKNOWN, UNKNOWN, 1998, 26 x 53, TEN384058, Good, \$32,990

Accessory Information

Table with 4 columns: Description, Year Built, Dimensions/Units, Identical Units. Row 1: Equipment Shed:Steel/no Slab, 2000, 8x8 / 0, 0

Valuation

Table with 2 columns: Category, Value. Rows include Assessed Year (2021), Land Value (\$7,970), Improvement Value (\$32,990), Accessory Value (\$530), Total Value (Market) (\$41,490), and Capped values (\$0).

Sales

Table with 7 columns: Sale Date, Deed Book / Page, Plat Book / Page, Sale Price, Reason, Grantor, Grantee. Rows show sales from 5/17/2018 and 5/20/2000.

Sketches

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-06

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from Jeremy Fassett and Shellie Fassett (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 249-00-03-013 and commonly known as 650 Marcengill Road.

The Property represents a portion of Tax Map Number: 249-00-03-013.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

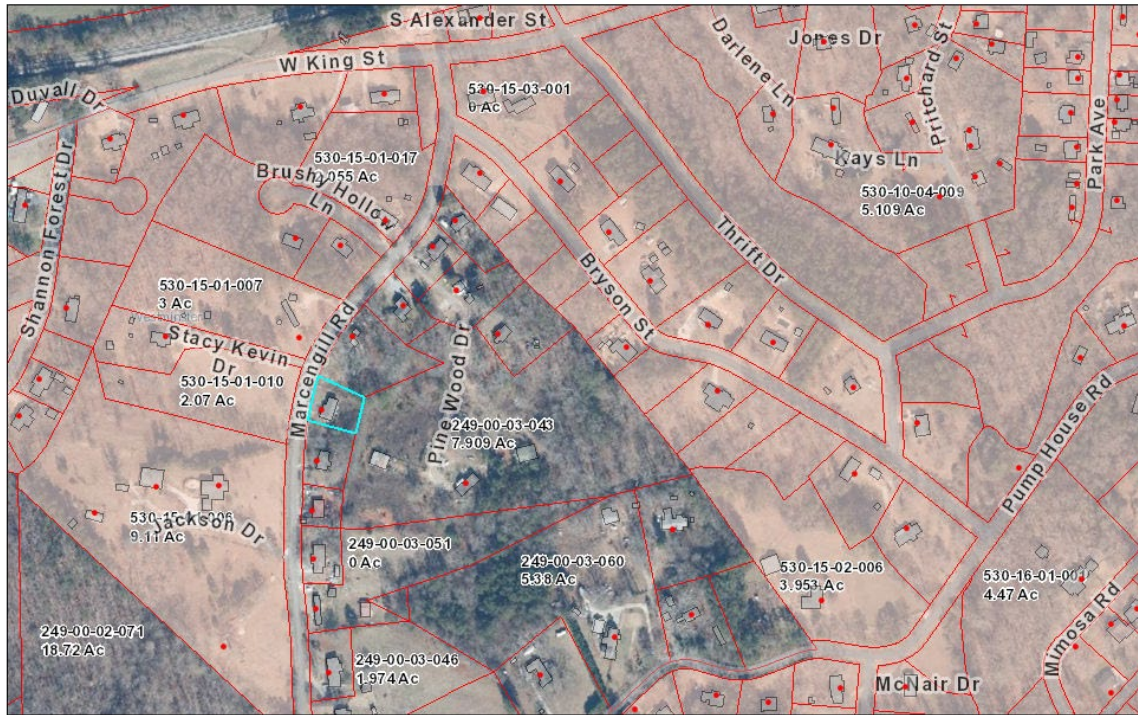
Attest:

By: _____
City Clerk

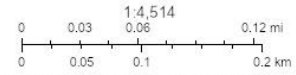
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 650 Marcengill Road



7/17/2024, 4:44:35 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS
Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

249-00-03-013

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 26 Day of May, 2023 by Jeremy Fassett and the City of Westminster, S.C.

WITNESSEPH:

Whereas, Jeremy & Shellie Fassett is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 249-00-03-03 and Street

Address 150 Murcensill RD Westminster and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Kiley Carter
WITNESS FOR CITY

Lebeu Ometz
ADDITIONAL WITNESS FOR CITY

Lebeu Ometz
WITNESS FOR OWNER

Stephanie Holbrooks
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE

Stephanie Holbrook
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

[Signature]
OWNER OF PROPERTY SIGNATURE

K. Shellie Fassett
OWNER OF PROPERTY SIGNATURE

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Jeremy + Shellie Fassett (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Kiley Carter
Notary Public of South Carolina
My Commission Expires: 2/26/25

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Kiley Carter, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Kiley Carter
Notary Public of South Carolina
My Commission Expires: 2/26/25

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

[Signature]
City Administrator

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"):

RECITALS:

WHEREAS, the real property located at 650 Marcenill Rd. having Tax Map Number 249-00-03-013 (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:

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 presentation 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.


Initial




TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 650 Marcengill RD, Westminster

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 249-00-03-013

It is requested that the property be zoned as follows: _____

Signature: [Handwritten Signature] Address: 650 Marcengill RD Date: 5/26/23

FOR MUNICIPAL USE:

Petition received by [Handwritten Signature] Date _____

Description and ownership verified by _____ Date _____

Recommendation Accept Date _____

By _____ Date _____

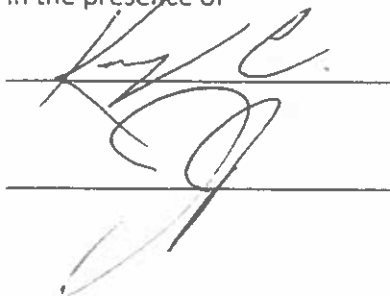
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.


TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever.

And we do hereby bind ourselves and our Heirs, Personal Representatives and Administrators, to warrant and forever defend all and singular the said premises unto the said Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, their heirs and assigns forever, against us and our Heirs, Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 29th day of March, in the year of our Lord Two Thousand Twenty-three.

Signed, Sealed and Delivered
in the presence of



 (SEAL)
Brian K. Sanford

 (SEAL)
Joshua E. Sanford

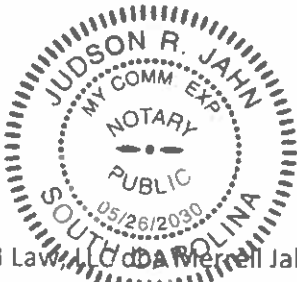
FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2023 MAR 29 PM 1:37

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

I, Judson Jahn, a Notary Public for South Carolina, do hereby certify that Brian K. Sanford and Joshua E. Sanford personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of March, 2023.




Notary for South Carolina
My Commission Expires: 5-26-30

MJM Law, LLC
Attorneys at Law

119B Professional Park Drive
Seneca, SC 29678



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 650 Marcensill

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 2490003013

It is requested that the property be zoned as follows: R-25

Signature: [Handwritten Signature] Address: 650 Marcensill Date: 2-4-2022

FOR MUNICIPAL USE:

Petition received by: Covenant Date: 2-4-2022

Description and ownership verified by: owner Date: 2-4-2022

Recommendation: Approved Date: 2-4-2022

By: Stephanie Helms Date: 2-4-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-07

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-033 and commonly known as Lot A.

The Property represents a portion of Tax Map Number: 234-03-01-033.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

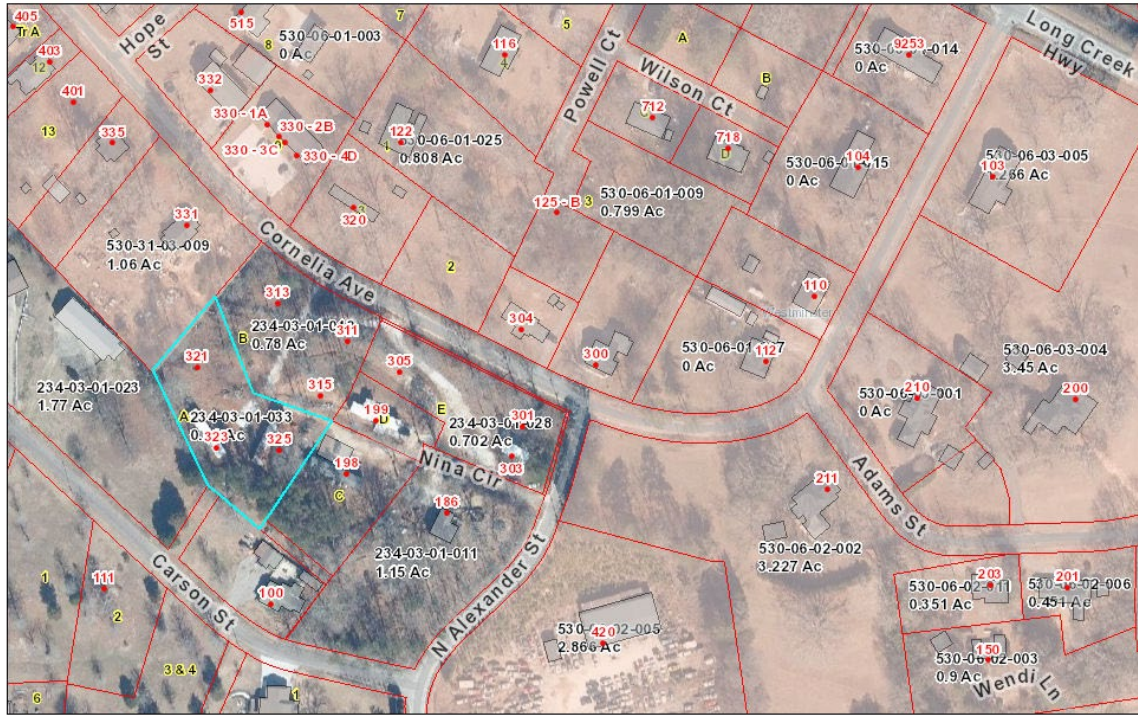
Attest:

By: _____
City Clerk

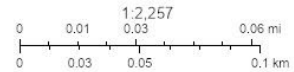
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: Lot A (Cornelia Avenue)/



7/17/2024, 4:28:41 PM



Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS
Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

234-03-01-033

City of Westminster
2022
014043

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER
DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by James R Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and Street Address 198 Nova Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Deborah Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrooks
WITNESS FOR OWNER
Deborah Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

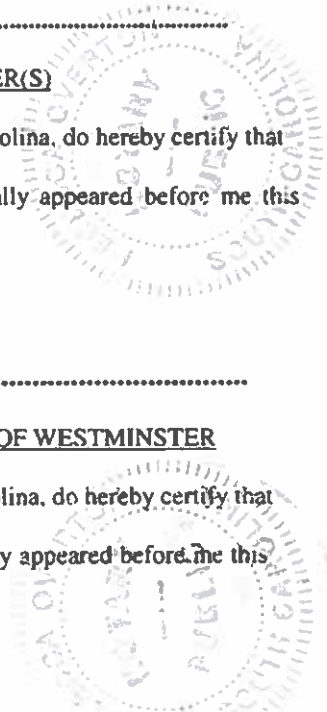
ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Sr
City Administrator
1/27/2022



Barcode ID: 2201845 Type: DEE
Recorded: 03/04/2022 at 11:50:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

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"):

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:

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 presentation 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 do act.
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- 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.



Handwritten signature in blue ink.

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 239-03-01-010

It is requested that the property be zoned as follows: Mobile Home

Signature: Sandy Morn, Address: 9112 West Oak Hwy Seneca SC 29678, Date: 01/24/2022

FOR MUNICIPAL USE:

Petition received by: Covenant, Date: 1-24-2022; Description and ownership verified by: owner, Date: 1-24-2022; Recommendation: Approved; By: Stephen Williams, Date: 1-24-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-08

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and commonly known as 311 Cornelia Avenue.

The Property represents a portion of Tax Map Number: 234-03-01-010.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

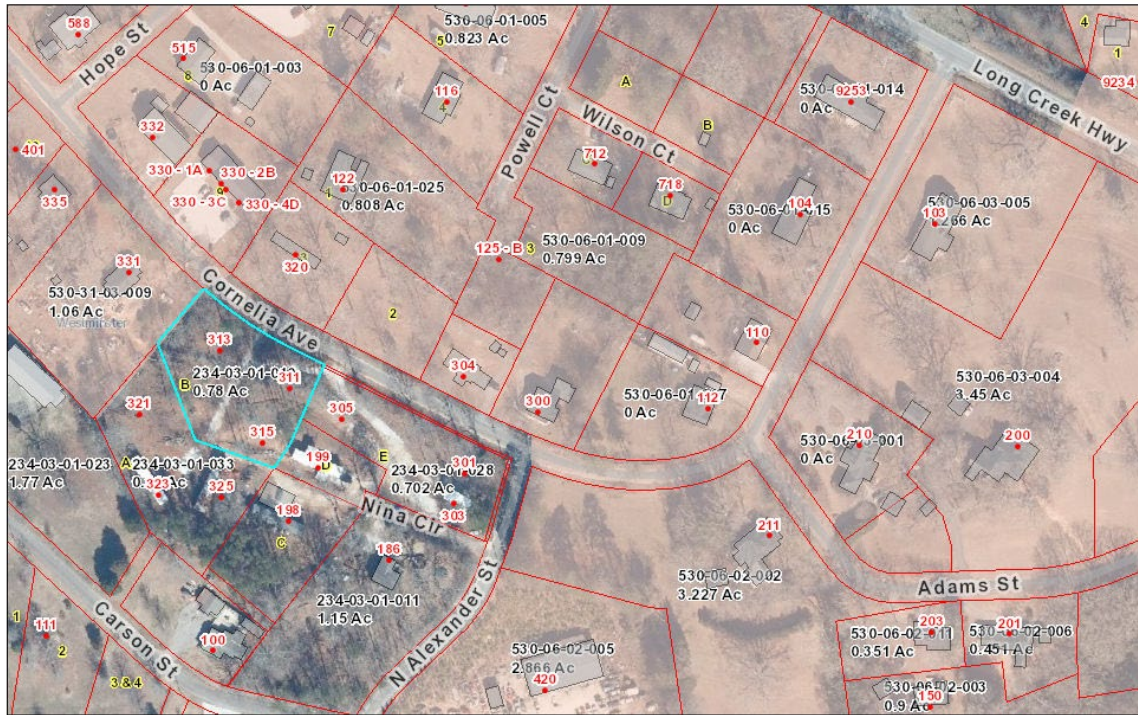
Attest:

By: _____
City Clerk

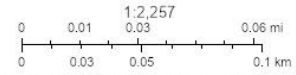
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 311 Cornelia Avenue



7/17/2024, 4:12:12 PM



Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS
Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

234-03-01-010

City of Westminster
2022
014043

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by James R Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-010 and Street Address 198 Nova Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Deborah Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrooks
WITNESS FOR OWNER
Deborah Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

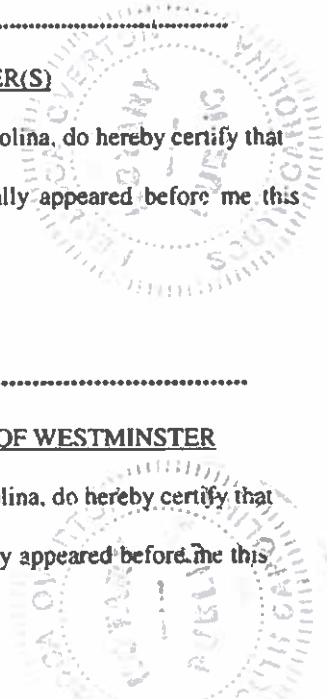
ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Deborah Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Sr
City Administrator
1/27/2022



Barcode ID: 2201845 Type: DEE
Recorded: 03/04/2022 at 11:50:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

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"):

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:

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 presentation 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 do 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.



Handwritten signature in blue ink, appearing to be "JRM".

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 198 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 239-03-01-010

It is requested that the property be zoned as follows: Mobile Home

Signature: Sandy Morn, Address: 9112 West Oak Hwy Seneca SC 29678, Date: 01/24/2022

FOR MUNICIPAL USE:

Petition received by: Covenant, Date: 1-24-2022; Description and ownership verified by: owner, Date: 1-24-2022; Recommendation: Approved; By: Stephen Williams, Date: 1-24-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-09

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-032 and commonly known as Lot G- Nina Circle.

The Property represents a portion of Tax Map Number: 234-03-01-032.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

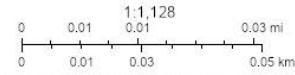
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: Lot G (Nina Circle)



7/17/2024, 4:40:23 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. | ©CSGIS

234-03-01-032

014045

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

Handwritten notes:
City of Westminster
302

THIS CONTRACT is entered into as of the 24 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and Street Address 199 Pine Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debbie Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrook
WITNESS FOR OWNER
Debbie Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrook
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner s. of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Debbie Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Brown 1/27/2022
City Administrator



Barcode ID: 2201883 Type: DEE
Recorded: 03/04/2022 at 11:51:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

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"):

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:

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.

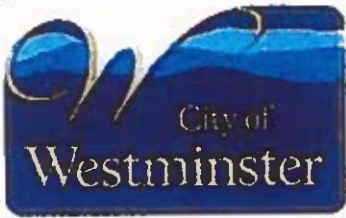
20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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.



FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51



TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 199 Nina Circle
Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-076

It is requested that the property be zoned as follows: mobile Home

Randy Moran
Signature

9112 West Oak Hwy
Geneva SC 29678
Address

01/24/2022
Date

FOR MUNICIPAL USE:

Petition received by Covenant

1-21-2022
Date

Description and ownership verified by owner

1-21-2022
Date

Recommendation Approved

By Stephanie Holmes

1-24-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-10

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-028 and commonly known as Lot E- Cornelia Avenue.

The Property represents a portion of Tax Map Number: 234-03-01-028.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

First Reading: _____ 20__
Second Reading: _____ 20__

City of Westminster
2500

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by
James R. Moore and the City of Westminster, S.C.

014044

WITNESSETH:

Whereas, James R Moore is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 2340301026 and Street Address 303 Cornelia Ave Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debecca Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrooks
WITNESS FOR OWNER
Debecca Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore
OWNER OF PROPERTY SIGNATURE
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

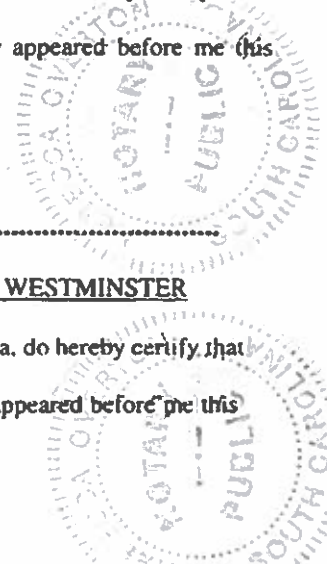
Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

James R Moore 1/27/2022
City Administrator

Barcode ID: 2201865 Type: DEE
Recorded: 03/04/2022 at 11:50:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

BK 2786 PG 323-325

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 as the "Owner":

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:

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 presentation 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.


(initial)

FILED OCONEE COUNTY SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3). *301 front and 305*

The territory to be annexed is described as follows: 303 Cornelia Ave Westminster SC 29678

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-076

It is requested that the property be zoned as follows: RV sites (3)

Randy Mann
Signature 9112 West Oak Hwy 01-24-2022
Address Seneca SC 29678 Date

FOR MUNICIPAL USE:

Petition received by Covenant 1-24-2022
Description and ownership verified by owner Date 1-24-2022
Recommendation Approved Date
By Stephanie Holbrook 1-24-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-11

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-030 and commonly known as 199 Nina Circle.

The Property represents a portion of Tax Map Number: 234-03-01-030.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

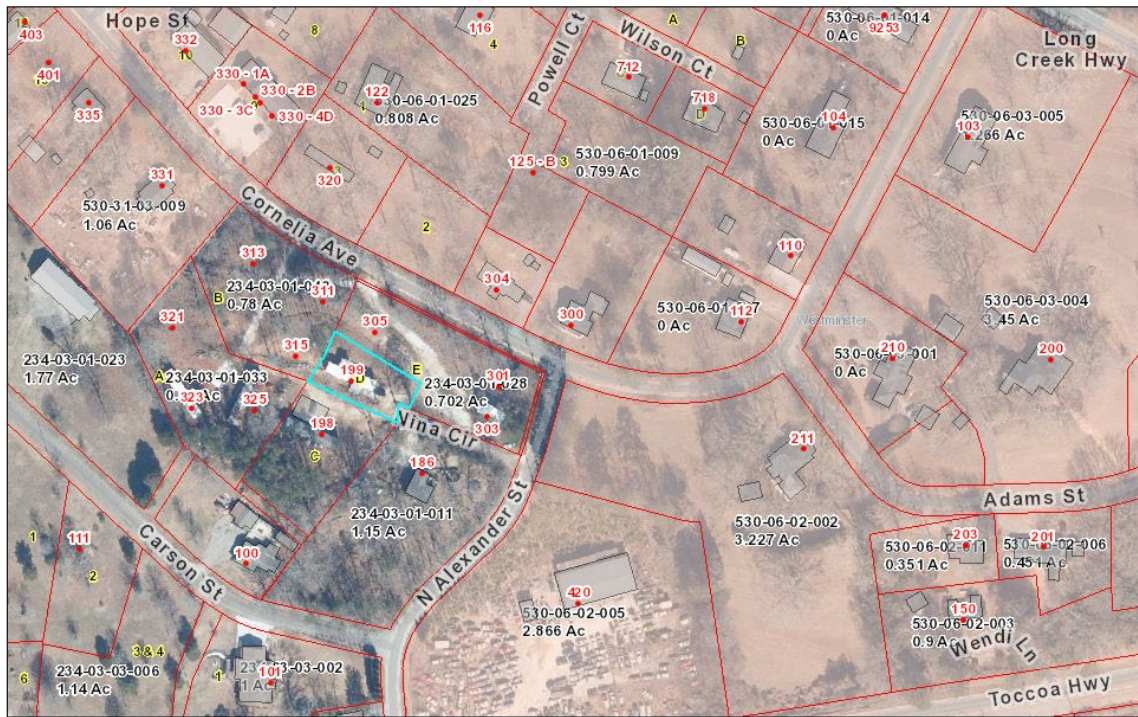
Attest:

By: _____
City Clerk

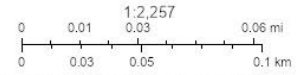
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 199 Nina Circle



7/17/2024, 4:04:47 PM



Imagery collected in 2023 by Kuener International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS
Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kuener International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

234-03-01-030

014045

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

copy
Westminster
302

THIS CONTRACT is entered into as of the 24 Day of January, 2022 by James R Moore Sr and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore Sr is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and Street Address 199 Pine Circle Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Rebecca Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrook
WITNESS FOR OWNER
Rebecca Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrook
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore Sr
OWNER OF PROPERTY SIGNATURE
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner s. of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Rebecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrook (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Rebecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

KW Brown 1/27/2022
City Administrator



Barcode ID: 2201883 Type: DEE
Recorded: 03/04/2022 at 11:51:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

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"):

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:

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.

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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.

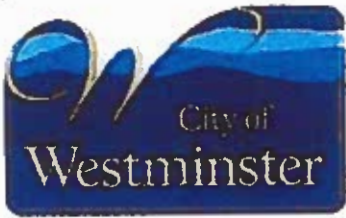
20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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.



FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:51



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows: 199 Nina Circle Westminster SC 29693

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-026

It is requested that the property be zoned as follows: mobile Home

Signature Randy Moran

9112 West Oak Hwy Geneca SC 29678 Address

01/24/2022 Date

FOR MUNICIPAL USE:

Petition received by Covenant

1-21-2022 Date

Description and ownership verified by owner

1-21-2022 Date

Recommendation Approved

By Stephen Holmes

1-24-2022 Date

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-12

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James Moore, which has been recorded with the deed of the property (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-026 and commonly known as 198 Nina Circle.

The Property represents a portion of Tax Map Number: 234-03-01-026.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

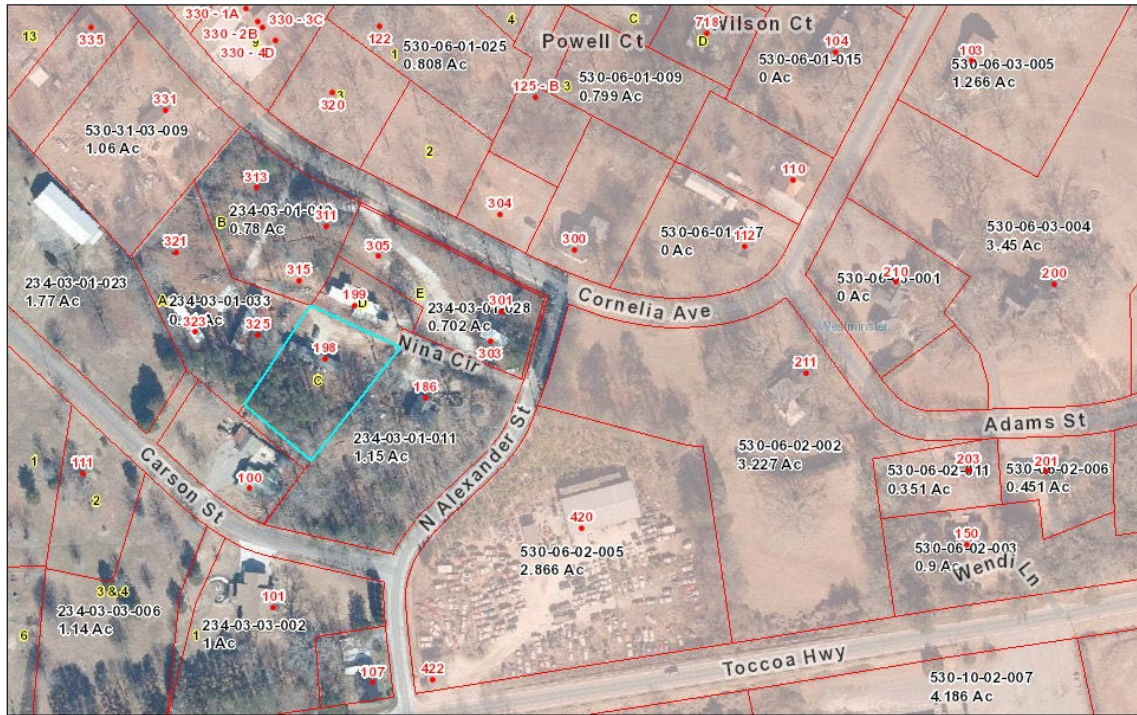
Attest:

By: _____
City Clerk

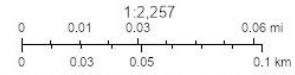
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 198 Nina Circle



7/17/2024, 3:56:26 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. | OCSCGIS

234-03-01-026

City of Westminster
2500

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by James R. Moore and the City of Westminster, S.C.

WITNESSETH:

Whereas, James R Moore is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 2340301026 and Street Address 303 Cornelia Ave Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which may be made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debecca Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrooks
WITNESS FOR OWNER
Debecca Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore
OWNER OF PROPERTY SIGNATURE
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

The City hereby accepts the Declaration of Annexation Covenant set forth herein.

JW Moore 1/27/2022
City Administrator



Barcode ID: 2201865 Type: DEE
Recorded: 03/04/2022 at 11:50:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

BK 2786 PG 323-325

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 as the "Owner":

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:

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 presentation 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.


(initial)

FILED OCONEE COUNTY SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3). 301 front and 305

The territory to be annexed is described as follows: 303 Cornelia Ave Westminster SC 29678

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-076

It is requested that the property be zoned as follows: RV sites (3)

Signature: [Handwritten Signature] Address: 9112 West Oak Hwy Seneca SC 29678 Date: 01-24-2022

FOR MUNICIPAL USE:

Petition received by: Covenant Date: 1-24-2022
Description and ownership verified by: owner Date: 1-24-2022
Recommendation: Approved Date:
By: Stephanie Holbrook Date: 1-24-2022

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #2024-09-10-13

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit A, from James R Moore (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

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

Section 1. *Ratification of Findings.* All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. *Acceptance.* The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 234-03-01-031 and commonly known as Lot F- Cornelia Avenue.

The Property represents a portion of Tax Map Number: 234-03-01-031.

Section 3. Zoning: Pursuant to Section 151.018 of the City’s code of ordinances, the Property shall be initially classified as R-25 – “One Family Residential” until such time as the Property is assigned a final zoning determination under the City’s normal zoning procedures. Upon the approval of this Ordinance, the Planning Commission shall review the zoning for the Property and make a recommendation for final zoning under the provisions of the City’s zoning requirements.

Section 4. Land Use: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density Residential.”

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this __ day of _____ 20__.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

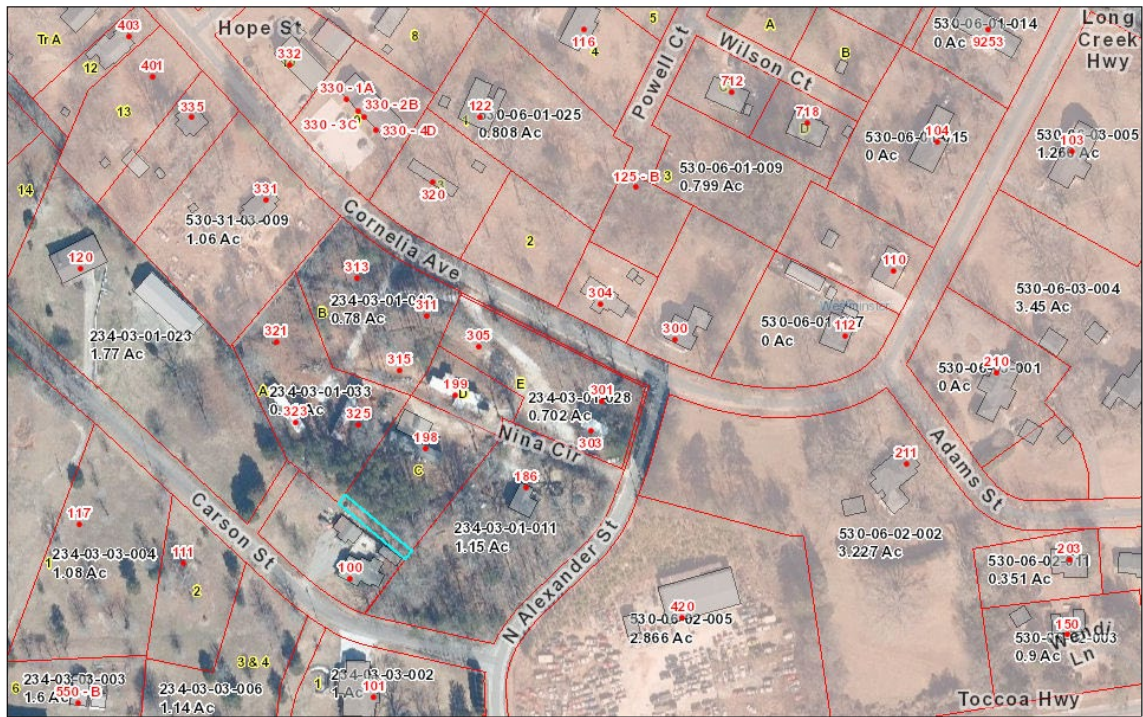
Attest:

By: _____
City Clerk

First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: Lot F (Nina Circle)



7/17/2024, 4:37:14 PM



Imagery collected in 2023 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

OCSCGIS
Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kuquera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

234-03-01-031

City of Westminster
2500

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 24th Day of January, 2022 by
James R. Moore and the City of Westminster, S.C.

014044

WITNESSETH:

Whereas, James R Moore is the owner of that certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 2340301026 and Street Address 303 Cornelia Ave Westminster SC 29693 and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

Debecca Overton
WITNESS FOR CITY
Kiley Carter
ADDITIONAL WITNESS FOR CITY
Stephanie Holbrooks
WITNESS FOR OWNER
Debecca Overton
ADDITIONAL WITNESS FOR OWNER

Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
Stephanie Holbrooks
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
James R Moore
OWNER OF PROPERTY SIGNATURE
OWNER OF PROPERTY SIGNATURE

2022 MAR -4 AM 11:50

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that James R Moore (Owner(s) of Property) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

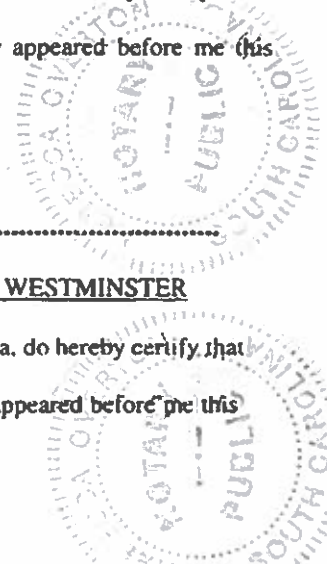
Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that Stephanie Holbrooks (City of Westminster Employee) personally appeared before me (his) day and acknowledged the due execution of the foregoing instrument.

Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

JW Moore 1/27/2022
City Administrator

Barcode ID: 2201865 Type: DEE
Recorded: 03/04/2022 at 11:50:00 AM
Fee Amt: \$25.00
Oconee, South Carolina, Register Of Deeds Off
Anna Davison - Register Of Deeds
Page 1 of 3

BK 2786 PG 323-325

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 as the "Owner":

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:

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 presentation 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.


(initial)

FILED OCONEE COUNTY SC
ANNA K. DAVISON
REGISTER OF DEEDS
2022 MAR -4 AM 11:50



TO THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:

The undersigned, being 100 percent of the freeholders owning 100percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3). 301 front and 305

The territory to be annexed is described as follows: 303 Cornelia Ave Westminster SC 29678

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 234-03-01-076

It is requested that the property be zoned as follows: RV sites (3)

Signature: [Handwritten Signature] Address: 9112 West Oak Hwy Seneca SC 29678 Date: 01-24-2022

FOR MUNICIPAL USE:

Petition received by: Covenant Date: 1-24-2022
Description and ownership verified by: owner Date: 1-24-2022
Recommendation: Approved Date:
By: Stephanie Holbrook Date: 1-24-2022

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

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

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

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

7. COMPENSATION

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

8. INSURANCE

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

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

WESTMINSTER POLICE DEPARTMENT

Frederick A. Miller, Chief of Police

Witness

CITY OF WESTMINSTER ADMINISTRATION

Mayor or Council Chair

Witness

City Administrator

Witness

OCONEE COUNTY SHERIFF'S OFFICE

Michael L. Crenshaw, Sheriff

Witness

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF OCONEE)

LAW ENFORCEMENT
ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this 11th of July 2024, by and between the **WESTMINSTER POLICE DEPARTMENT**, 106 E. Windsor St Westminster, SC 29693 and the **WALHALLA POLICE DEPARTMENT**, 101 E. Main St Walhalla, SC 29691.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. § 23-20-10, et seq., 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;

WHEREAS, the **WESTMINSTER POLICE DEPARTMENT** desires to enter into such an agreement with the **WALHALLA POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Mutual Assistance and Support Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement. The requesting agency desires the replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law, and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

Pursuant to this Agreement, law enforcement officers may be requested to perform public safety functions across jurisdictional lines, including, but not limited to, participation in multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

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

3. PRIMARY RESPONSIBILITY

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

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. **Request.** A request for assistance shall only be made by **WALHALLA CHIEF OF POLICE**, or his/her designee, or the, **WESTMINSTER CHIEF OF POLICE**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within (xx) days of the request. _
- B. **Reply.** A reply to any request for assistance shall only be made by **WALHALLA CHIEF OF POLICE**, or his/her designee, or **WESTMINSTER CHIEF OF POLICE**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, AND

Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

6. COSTS

Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

7. RECORDS

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

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

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

9. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department where they are permanently employed. Except as otherwise

agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

10. INSURANCE

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

11. LIABILITY

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

12. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance. Such responding officers shall, in all events retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

13. MODIFICATION OR AMENDMENT

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

14. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party to this Agreement is responsible for obtaining approval from its respective governing body, to the extent required under South Carolina law.

15. SEVERABILITY

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

16. BINDING SUCCESSORS IN OFFICE

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

17. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

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

18. TERMINATION

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

19. TERM AND RENEWAL

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

20. USE OF EQUIPMENT AND FACILITIES

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

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

WESTMINSTER POLICE DEPARTMENT

Frederick A. Miller, Chief of Police

Witness

Mayor or Council Chair

Witness

City Administrator

WALHALLA POLICE DEPARTMENT

Timothy Rice, Chief of Police

Witness

Mayor or Council Chair

City Administrator

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
COUNTY OF OCONEE) ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this 11th day of July, 2024, by and between the **SENECA POLICE DEPARTMENT**, 205 N. Depot Street Seneca, SC 29678 and the **WESTMINSTER POLICE DEPARTMENT**, 106 E. Windsor Street Westminster, SC 29693.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., 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;

WHEREAS, the **WESTMINSTER POLICE DEPARTMENT** desires to enter into such an agreement with the **SENECA POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

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

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

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7. COMPENSATION

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8. INSURANCE

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

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

WESTMINSTER POLICE DEPARTMENT

Frederick A. Miller, Chief of Police

Witness

CITY OF WESTMINSTER ADMINISTRATION

Mayor or Council Chair

Witness

City Administrator

Witness

SENECA POLICE DEPARTMENT

Casey Bowling, Chief of Police

Witness

CITY OF SENECA ADMINISTRATION

Mayor or Council Chair

Witness

City Administrator

Witness

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
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WESTMINSTER POLICE DEPARTMENT

Frederick A. Miller, Chief of Police

Witness

CITY OF WESTMINSTER ADMINISTRATION

Mayor or Council Chair

Witness

City Administrator

Witness

WEST UNION POLICE DEPARTMENT

Jeff Richardson, Chief of Police

Witness

CITY OF WEST UNION ADMINISTRATION

Mayor or Council Chair

Witness

City Administrator

Witness

To: Kevin Bronson
From: Reagan Osbon
Re: City Council Insurance Benefit Addendum Draft Policy
Date: 05/30/2024

Memorandum

PEBA is requiring all participating agencies' governing body to determine if their governing bodies be included as "employees" for PEBA purposes. Westminster City Council will make the determination at its June 11 City Council meeting.

If City Council elects itself as employees for insurance purposes, they would need to understand the practical implications and processes of PEBA insurance implementation.

Currently, full time city employees (FTEs) are eligible for insurance coverage. The City pays the employer portion and employee portion of the insurance premium at the beginning of each month. The City withholds the employee portion from each paycheck.

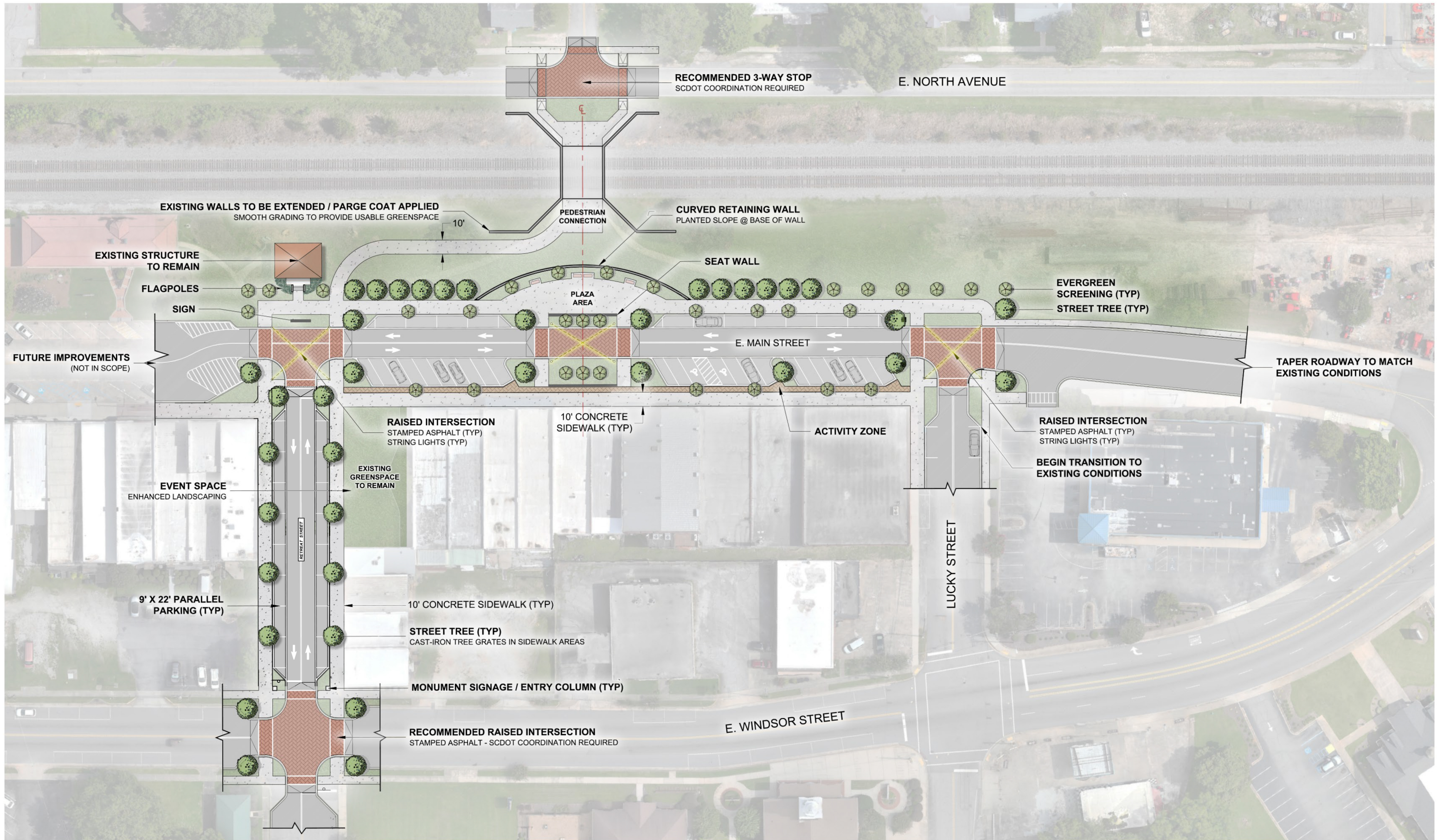
Currently City Council members make \$7,200, and the Mayor, \$ 12,000, with the option to contribute towards the state retirement system. If a council member were to contribute to their retirement and opt for full family health insurance, the deductions could exceed their gross pay. As such, the councilmember could have a negative balance with the city from their paycheck.

Policy Proposal: Because the city pays PEBA for the future month's coverage and in some cases, the City could need to withhold the entire paycheck and the remaining balance must be paid before the by the 5th of each month or the "employee" would be removed from city coverage, to ensure that the city is not "floating" the employee portion of health insurance. The city does not float the employee portion for any other FTE. If the councilmember does not pay their employee portion of insurance, they shall be removed from the health plan and will be unable to reenroll until the next open enrollment period, usually in October. It is the sole responsibility of the Councilmembers to get the payment to City staff.

The proposal accomplishes the following objectives:

- Councilmembers and FTEs will receive the same benefits, and therefore be held to the same standards as any employee.
- Gives City staff the ability to hold City Council accountable to their employee portion of the coverage in an effort be good stewards of a self-elected, tax-funded Council benefit.
- Clearly defines the expectations, outcomes, and consequences of potentially uncomfortable situations if a Councilmember's deductions exceed their City income.

City Hall Staff (Rebecca, Kiley, and Reagan) recommend that the Employee Handbook be amended to include this Council-specific policy if Council decides to opt into health insurance, and that each participating member sign the policy before enrolling.



110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

E-MAIL TRANSMITTAL

TO: CITY OF WESTMINSTER

ATTN: Kevin Bronson

DATE: August 1, 2024

JOB: SCIIP A-23-C207 Sewer Collection Improvements

The following items are enclosed As Requested For Your Use For Approval
 For Bids Due For Review and Comment
 Prints returned after loan to us.

<i>Quantity.</i>	<i>Date</i>	<i>Description</i>
1 Ea	7/30/2024	Bid Tab
1 Ea	7/30/2024	Letter of Recommendation

REMARKS:

Kevin,
Please see attached Bid Tab and Letter of Recommendation. We are currently putting a SCIIP Construction Contract Submission Checklist to Submit to RIA for their review and approval to continue with contract documents.

Any questions or concerns please advise.

Thank you,

Carol Holcombe

BID TABULATION

PROJECT: SCIIP A-23-C207 Sewer Collection Improvements

					1		2		3	
BIDDER					McClam & Associates, Inc.		HDH Construction Group, LLC		North American Pipeline Management, Inc.	
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	SEWER LINE									
1	EQUIPMENT MOBILIZATION		LS			\$ 61,420.00		\$ 92,468.00		\$ 50,000.00
2	COLLECTOR MAIN TESTING		LS			5,228.00		12,997.00		16,000.00
3	COLLECTOR MANHOLE TESTING		LS			7,600.00		41,889.00		10,500.00
4	8" MANHOLE MAIN CONNECTION	13	EA @		2,810.00	36,530.00	3,682.00	47,866.00	5,000.00	65,000.00
	8" PVC (SDR 35) (COMPLETE INSTALLATION)									
5	0'-6' DEPTH	3,446	LF @		105.00	361,830.00	113.00	389,398.00	245.00	844,270.00
6	6'-8' DEPTH	2,331	LF @		111.00	258,741.00	113.00	263,403.00	255.00	594,405.00
7	8'-10' DEPTH	815	LF @		119.00	96,985.00	113.00	92,095.00	265.00	215,975.00
8	10'-12' DEPTH	203	LF @		130.00	26,390.00	117.00	23,751.00	270.00	54,810.00
9	12'-14' DEPTH	153	LF @		149.00	22,797.00	117.00	17,901.00	310.00	47,430.00
	10" PVC (SDR35) (COMPLETE INSTALLATION)									
10	6'-8' DEPTH	124	LF @		117.00	14,508.00	136.00	16,864.00	270.00	33,480.00
11	8'-10' DEPTH	152	LF @		124.50	18,924.00	143.00	21,736.00	300.00	45,600.00
	STANDARD 48" DIA MANHOLE (COMPLETE INSTALLATION)									
12	0'-6' DEPTH	3	EA @		5,250.00	15,750.00	6,214.00	18,642.00	10,000.00	30,000.00
13	6'-8' DEPTH	15	EA @		6,075.00	91,125.00	6,808.00	99,120.00	10,500.00	157,500.00
14	8'-10' DEPTH	9	EA @		6,850.00	61,650.00	6,818.00	61,362.00	11,500.00	103,500.00
15	10'-12' DEPTH	4	EA @		8,840.00	35,360.00	7,167.00	28,668.00	13,500.00	54,000.00
16	12'-14' DEPTH	2	EA @		20,725.00	41,450.00	7,510.00	15,020.00	16,500.00	33,000.00
	STANDARD 48" DIA DROP MANHOLE (COMPLETE INSTALLATION)									
17	6'-8' DEPTH	1	EA @		14,950.00	14,950.00	11,557.00	11,557.00	22,000.00	22,000.00
18	8'-10' DEPTH	1	EA @		16,085.00	16,085.00	12,240.00	12,240.00	24,000.00	24,000.00
	MISCELLANEOUS ITEMS									
19	PIER CROSSING		LS			99,185.00		43,047.00		130,000.00
20	EX. SERVICE RE-CONNECT (TO R/W)	25	EA @		2,400.00	60,000.00	2,668.00	66,700.00	6,000.00	150,000.00
21	TRENCH ROCK EXCAVATION / HAUL OFF / SUITABLE BACKFILL	50	CY @		100.00	5,000.00	250.00	12,500.00	280.00	14,000.00
22	REPLACEMENT OF UNSUITABLE SOIL WITH SUITABLE BACKFILL MATERIAL & COMPACTION	150	CY @		77.25	11,587.50	65.00	9,750.00	82.00	12,300.00
23	SCDOT STRIPING		LS			5,000.00		17,500.00		4,600.00
24	SAWCUT & REPLACE ASPHALT CONCRETE (SCDOT STANDARD)	1,300	SY @		123.00	159,900.00	115.00	149,500.00	95.00	123,500.00
25	SAWCUT & REPLACE ASPHALT CONCRETE DRIVEWAY	85	SY @		124.00	10,540.00	216.00	18,360.00	85.00	7,225.00
26	BYPASS PUMPING		LS			28,710.00		63,144.00		52,500.00
27	TRAFFIC CONTROL		LS			3,500.00		25,250.00		16,000.00
28	STORMWATER MANAGEMENT (BMP's)		LS			31,000.00		138,991.00		51,000.00
29	SCIIP PROJECT SIGN		LS			3,050.00		2,040.00		2,500.00
30	PERFORMANCE & PAYMENT BONDS		LS			13,200.00		38,658.00		76,000.00
	Total Amount of Base Bid					\$ 1,617,995.50		\$ 1,852,417.00		\$ 3,041,095.00


BID TABULATION

PROJECT: SCIIP A-23-C207 Sewer Collection Improvements

				1			2			3
ALTERNATE 'A'										
23a.	SCDOT STRIPING		LS		\$ 6,000.00		\$ 17,500.00			\$ 25,800.00
31	2" ASPHALT OVERLAY- 1 LANE (SCDOT STANDARD)	2,750	SY @	18.00	49,500.00	35.00	96,250.00	43.00		118,250.00
32	MILL – 2" EXISTING ASPHALT SURFACE	2,750	SY @	2.50	6,875.00	8.50	23,375.00	9.00		24,750.00
TOTAL AMOUNT OF BASE BID w/ALTERNATE 'A' (TOTAL Base Bid minus 23 plus 23a, 31 and 32)					\$ 1,675,370.50		\$ 1,972,042.00			\$ 3,205,295.00
ALTERNATE 'B'										
23b.	SCDOT STRIPING		LS		\$ 7,500.00		\$ 17,500.00			\$ 51,750.00
33	2" ASPHALT OVERLAY- COMPLETE ROADWAY (SCDOT STANDARD)	5,000	SY @	18.00	90,000.00	29.00	145,000.00	43.00		215,000.00
TOTAL AMOUNT OF BASE BID w/ALTERNATE 'A' (TOTAL Base Bid minus 23 plus 23a, 31 and 32)					\$ 1,710,495.50		\$ 1,997,417.00			\$ 3,303,245.00

Rosier Group
 110 West First Avenue, Suite D
 Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 2:00 PM.**



 Troy D. Rosier, P.E.

BID TABULATION

PROJECT: SCIIP A-23-C207 Sewer Collection Improvements

BIDDER					5 Don Moorhead Construction, Inc.		6 Payne, McGinn and Cummins, Inc.	
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	SEWER LINE							
1	EQUIPMENT MOBILIZATION		LS			No Bid		No Bid
2	COLLECTOR MAIN TESTING		LS			No Bid		No Bid
3	COLLECTOR MANHOLE TESTING		LS			No Bid		No Bid
4	8" MANHOLE MAIN CONNECTION	13	EA	@		No Bid		No Bid
	8" PVC (SDR 35) (COMPLETE INSTALLATION)							
5	0'-6' DEPTH	3,446	LF	@		No Bid		No Bid
6	6'-8' DEPTH	2,331	LF	@		No Bid		No Bid
7	8'-10' DEPTH	815	LF	@		No Bid		No Bid
8	10'-12' DEPTH	203	LF	@		No Bid		No Bid
9	12'-14' DEPTH	153	LF	@		No Bid		No Bid
	10" PVC (SDR35) (COMPLETE INSTALLATION)							
10	6'-8' DEPTH	124	LF	@		No Bid		No Bid
11	8'-10' DEPTH	152	LF	@		No Bid		No Bid
	STANDARD 48" DIA MANHOLE (COMPLETE INSTALLATION)							
12	0'-6' DEPTH	3	EA	@		No Bid		No Bid
13	6'-8' DEPTH	15	EA	@		No Bid		No Bid
14	8'-10' DEPTH	9	EA	@		No Bid		No Bid
15	10'-12' DEPTH	4	EA	@		No Bid		No Bid
16	12'-14' DEPTH	2	EA	@		No Bid		No Bid
	STANDARD 48" DIA DROP MANHOLE (COMPLETE INSTALLATION)							
17	6'-8' DEPTH	1	EA	@		No Bid		No Bid
18	8'-10' DEPTH	1	EA	@		No Bid		No Bid
	MISCELLANEOUS ITEMS							
19	PIER CROSSING		LS			No Bid		No Bid
20	EX. SERVICE RE-CONNECT (TO R/W)	25	EA	@		No Bid		No Bid
21	TRENCH ROCK EXCAVATION / HAUL OFF / SUITABLE BACKFILL	50	CY	@		No Bid		No Bid
22	REPLACEMENT OF UNSUITABLE SOIL WITH SUITABLE BACKFILL MATERIAL & COMPACTION	150	CY	@		No Bid		No Bid
23	SCDOT STRIPING		LS			No Bid		No Bid
24	SAWCUT & REPLACE ASPHALT CONCRETE (SCDOT STANDARD)	1,300	SY	@		No Bid		No Bid
25	SAWCUT & REPLACE ASPHALT CONCRETE DRIVEWAY	85	SY	@		No Bid		No Bid
26	BYPASS PUMPING		LS			No Bid		No Bid
27	TRAFFIC CONTROL		LS			No Bid		No Bid
28	STORMWATER MANAGEMENT (BMP's)		LS			No Bid		No Bid
29	SCIIP PROJECT SIGN		LS			No Bid		No Bid
30	PERFORMANCE & PAYMENT BONDS		LS			No Bid		No Bid
	Total Amount of Base Bid					No Bid		No Bid

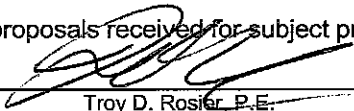
BID TABULATION

PROJECT: SCIIP A-23-C207 Sewer Collection Improvements

				5	6
ALTERNATE 'A'					
23a.	SCDOT STRIPING		LS	No Bid	No Bid
31	2" ASPHALT OVERLAY- 1 LANE (SCDOT STANDARD)	2,750	SY @	No Bid	No Bid
32	MILL – 2" EXISTING ASPHALT SURFACE	2,750	SY @	No Bid	No Bid
TOTAL AMOUNT OF BASE BID w/ALTERNATE 'A' (TOTAL Base Bid minus 23 plus 23a, 31 and 32)					
				No Bid	No Bid
ALTERNATE 'B'					
23b.	SCDOT STRIPING		LS	No Bid	No Bid
33	2" ASPHALT OVERLAY- COMPLETE ROADWAY (SCDOT STANDARD)	5,000	SY @	No Bid	No Bid
TOTAL AMOUNT OF BASE BID w/ALTERNATE 'A' (TOTAL Base Bid minus 23 plus 23a, 31 and 32)					
				No Bid	No Bid

Rosier Group
 110 West First Avenue, Suite D
 Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 2:00 PM.**



 Troy D. Rosier, P.E.

110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

July 30, 2023

CITY OF WESTMINSTER
P.O. Box 399 / 100 E. Windsor Street
Westminster, SC 29693
Attn: Mayor Kevin Bronson

Re: **SCIIP A-23-C207 Sewer Collection Improvements**

Dear Kevin,

On July 30, 2024, sealed bids were received and opened at 2:00 PM for the above referenced project by CITY OF WESTMINSTER and publicly read aloud. A total of three (3) bids were received and read.

All three (3) bids received were responsive bids based on bid forms completed in their entirety and conformed to the language of the contract documents.

Enclosed you will find a copy of the Bid Tabulation sheet for the subject project. We have extended and tabulated all figures on said proposals and found them correct as tabulated.

All three (3) bidders are considered "responsible" and "responsive" in submitting their bid packages and corresponding bid amounts. The bid unit prices are comparable to other similar projects bid in this geographic area.

We recommend that a contract be awarded to the low bidder, **McClam & Associates, Inc.**, for the amount of **Base Bid Plus Alternate 'A': One Million Six Hundred Seventy-Five Thousand Three Hundred Seventy and 50/100 Dollars, (\$1,675,370.50)**.

Construction contracts will be prepared for implementation of the project upon receiving your approval and further instructions.

Sincerely,

Troy D. Rosier, P.E.

TDR/ch
Enclosure

110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

E-MAIL TRANSMITTAL

TO: CITY OF WESTMINSTER

ATTN: Mr. Kevin Bronson

DATE: August 30, 2022

JOB: HEIRLOOM FARMS S/D - PHASE 1 SEWER

The following items are enclosed

<input type="checkbox"/> As Requested	<input type="checkbox"/> For Your Use	<input checked="" type="checkbox"/> For Approval
<input type="checkbox"/> For Bids Due	<input type="checkbox"/> For Review and Comment	
<input type="checkbox"/> Prints returned after loan to us.		

<i>Quantity.</i>	<i>Date</i>	<i>Description</i>
1 Ea	7/30/2024	Bid Tab
1 Ea	7/30/2024	Letter of Recommendation
1 Ea		Notice of Award

REMARKS:

Mr. Bronson,
I have included a completed Notice of Award. **If you concur with the recommendation, please sign/date this form and return to Rosier Group and I will forward to the Contractor so they may obtain their Performance and Payment Bond.** According to the bid documents they have 15 days to do so after the Notice of Award is signed.

Thank you,

Carol Holcombe

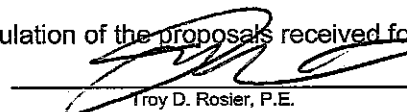
BID TABULATION

PROJECT: HEIRLOOM FARMS S/D - PHASE 1 - SEWER

BIDDER				1		2		3		4	
				Long & Sons Utility Co., LLC		Raby Construction Company, LLC		HRH Engineering Services, LLC		HDH Construction Group, LLC	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SEWER LINE											
1	EQUIPMENT MOBILIZATION		LS		\$ 7,000.00		\$ 16,000.00		\$ 75,000.00		No Bid
2	COLLECTOR MAIN TESTING		LS		3,000.00		5,500.00		7,500.00		No Bid
3	COLLECTOR MANHOLE TESTING		LS		2,500.00		5,500.00		3,500.00		No Bid
4	8" MANHOLE MAIN CONNECTION (TIE TO EX. MANHOLE)		LS		9,700.00		8,000.00		6,500.00		No Bid
8" PVC (SDR 35) (COMPLETE INSTALLATION)											
5	0'-6" DEPTH	220	LF @	49.95	10,989.00	50.00	11,000.00	64.00	14,080.00		No Bid
6	6'-8" DEPTH	1,655	LF @	51.00	84,405.00	51.00	84,405.00	68.00	112,540.00		No Bid
7	8'-10' DEPTH	1,010	LF @	53.95	54,489.50	57.00	57,570.00	70.00	70,700.00		No Bid
8	10'-12' DEPTH	710	LF @	56.50	40,115.00	59.00	41,890.00	72.00	51,120.00		No Bid
9	12'-14' DEPTH	200	LF @	59.00	11,800.00	60.00	12,000.00	78.00	15,600.00		No Bid
10	14'-16' DEPTH	155	LF @	75.50	11,702.50	65.00	10,075.00	85.00	13,175.00		No Bid
11	16'-18' DEPTH	80	LF @	93.00	7,440.00	73.00	5,840.00	100.00	8,000.00		No Bid
8" DIP (CL350) (COMPLETE INSTALLATION)											
12	0'-6" DEPTH	168	LF @	167.95	28,215.60	145.00	24,360.00	150.00	25,200.00		No Bid
13	6'-8" DEPTH	82	LF @	169.00	13,858.00	150.00	12,300.00	150.00	12,300.00		No Bid
8" DIP (CL350 SEWER) (COMPLETE INSTALLATION)											
14	AERIAL PIER CROSSING	420	LF @	400.00	168,000.00	395.00	165,900.00	500.00	210,000.00		No Bid
15	CONCRETE PIERS	10	EA @	6,940.00	69,400.00	7,370.00	73,700.00	4,250.00	42,500.00		No Bid
STANDARD 48" DIA DROP MANHOLE (COMPLETE INSTALLATION)											
16	0'-6" DEPTH	2	EA @	3,835.00	7,670.00	5,450.00	10,900.00	6,000.00	12,000.00		No Bid
17	6'-8" DEPTH	12	EA @	4,450.00	53,400.00	6,050.00	72,600.00	6,000.00	72,000.00		No Bid
18	8'-10' DEPTH	5	EA @	4,570.00	22,850.00	12,220.00	61,100.00	6,000.00	30,000.00		No Bid
19	10'-12' DEPTH	8	EA @	5,030.00	40,240.00	12,245.00	97,960.00	6,500.00	52,000.00		No Bid
20	12'-14' DEPTH	1	EA @	5,250.00	5,250.00	13,345.00	13,345.00	6,500.00	6,500.00		No Bid
21	14'-16' DEPTH	1	EA @	6,570.00	6,570.00	14,499.00	14,499.00	7,500.00	7,500.00		No Bid
22	16'-18' DEPTH	1	EA @	7,850.00	7,850.00	15,077.00	15,077.00	7,500.00	7,500.00		No Bid
MISCELLANEOUS ITEMS											
23	SERVICE CONNECTION	82	EA @	2,410.00	197,620.00	1,212.00	99,384.00	1,000.00	82,000.00		No Bid
24	CONCRETE FILL	10	CY @	940.00	9,400.00	650.00	6,500.00	300.00	3,000.00		No Bid
25	REPLACEMENT OF UNSUITABLE SOIL WITH SUITABLE BACKFILL MATERIAL & COMPACTION	100	CY @	100.00	10,000.00	41.00	4,100.00	55.00	5,500.00		No Bid
26	ROCK EXCAVATION	100	CY @	375.00	37,500.00	375.00	37,500.00	300.00	30,000.00		No Bid
27	BYPASS PUMPING		LS		3,500.00		5,350.00		40,000.00		No Bid
28	STORMWATER MANAGEMENT (BMP's)		LS		12,000.00		17,500.00		15,000.00		No Bid
29	PERFORMANCE & PAYMENT BOND		LS		18,448.40		48,500.00		175,000.00		No Bid
Total Amount of Bid					\$ 954,913.00	\$ 1,038,355.00	\$ 1,205,715.00				No Bid

Rosier Group
110 West First Avenue, Suite D
Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 2:30 PM.**



Troy D. Rosier, P.E.

BID TABULATION

PROJECT: HEIRLOOM FARMS S/D - PHASE 1 - SEWER

BIDDER				5		6		7		8	
				J & M Construction, Inc.		North American Pipeline Mgmt. Inc.		Payne, McGinn and Cummins, Inc.		Seven Hills Construction, LLC	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	SEWER LINE										
1	EQUIPMENT MOBILIZATION		LS		No Bid		No Bid		No Bid		No Bid
2	COLLECTOR MAIN TESTING		LS		No Bid		No Bid		No Bid		No Bid
3	COLLECTOR MANHOLE TESTING		LS		No Bid		No Bid		No Bid		No Bid
4	8" MANHOLE MAIN CONNECTION (TIE TO EX. MANHOLE)		LS		No Bid		No Bid		No Bid		No Bid
	8" PVC (SDR 35) (COMPLETE INSTALLATION)										
5	0'-6" DEPTH	220	LF @		No Bid		No Bid		No Bid		No Bid
6	6'-8" DEPTH	1,655	LF @		No Bid		No Bid		No Bid		No Bid
7	8'-10" DEPTH	1,010	LF @		No Bid		No Bid		No Bid		No Bid
8	10'-12" DEPTH	710	LF @		No Bid		No Bid		No Bid		No Bid
9	12'-14" DEPTH	200	LF @		No Bid		No Bid		No Bid		No Bid
10	14'-16" DEPTH	155	LF @		No Bid		No Bid		No Bid		No Bid
11	16'-18" DEPTH	80	LF @		No Bid		No Bid		No Bid		No Bid
	8" DIP (CL350) (COMPLETE INSTALLATION)										
12	0'-6" DEPTH	168	LF @		No Bid		No Bid		No Bid		No Bid
13	6'-8" DEPTH	82	LF @		No Bid		No Bid		No Bid		No Bid
	8" DIP (CL350 SEWER) (COMPLETE INSTALLATION)										
14	AERIAL PIER CROSSING	420	LF @		No Bid		No Bid		No Bid		No Bid
15	CONCRETE PIERS	10	EA @		No Bid		No Bid		No Bid		No Bid
	STANDARD 48" DIA DROP MANHOLE (COMPLETE INSTALLATION)										
16	0'-6" DEPTH	2	EA @		No Bid		No Bid		No Bid		No Bid
17	6'-8" DEPTH	12	EA @		No Bid		No Bid		No Bid		No Bid
18	8'-10" DEPTH	5	EA @		No Bid		No Bid		No Bid		No Bid
19	10'-12" DEPTH	8	EA @		No Bid		No Bid		No Bid		No Bid
20	12'-14" DEPTH	1	EA @		No Bid		No Bid		No Bid		No Bid
21	14'-16" DEPTH	1	EA @		No Bid		No Bid		No Bid		No Bid
22	16'-18" DEPTH	1	EA @		No Bid		No Bid		No Bid		No Bid
	MISCELLANEOUS ITEMS										
23	SERVICE CONNECTION	82	EA @		No Bid		No Bid		No Bid		No Bid
24	CONCRETE FILL	10	CY @		No Bid		No Bid		No Bid		No Bid
25	REPLACEMENT OF UNSUITABLE SOIL WITH SUITABLE BACKFILL MATERIAL & COMPACTION	100	CY @		No Bid		No Bid		No Bid		No Bid
26	ROCK EXCAVATION	100	CY @		No Bid		No Bid		No Bid		No Bid
27	BYPASS PUMPING		LS		No Bid		No Bid		No Bid		No Bid
28	STORMWATER MANAGEMENT (BMP's)		LS		No Bid		No Bid		No Bid		No Bid
29	PERFORMANCE & PAYMENT BOND		LS		No Bid		No Bid		No Bid		No Bid
	Total Amount of Bid				No Bid		No Bid		No Bid		No Bid

Rosier Group
110 West First Avenue, Suite D
Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 2:30 PM.**


Troy D. Rosier, P.E.

110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

July 30, 2024

CITY OF WESTMINSTER
P.O. Box 399 / 100 E. Windsor Street
Westminster, SC 29693
Attn: Kevin Bronson

Re: **HEIRLOOM FARMS S/D - PHASE 1 SEWER**

Dear Kevin,

Enclosed you will find a copy of the Bid Tabulation sheet for subject project. We have extended and tabulated all figures on said proposals and found them all correct as tabulated and shown.

We recommend that a contract be awarded to the low bidder, **Long & Sons Utility Co., LLC**, for the **Bid amount of Nine Hundred Fifty-Four Thousand Nine Hundred Thirteen & 00/100 Dollars, (\$954,913.00).**

Construction contracts will be prepared for implementation of the project upon receiving your approval and further instructions.

Sincerely,

Troy D. Rosier, P.E.

TDR/ch
Enclosure

NOTICE OF AWARD

Date of Issuance:

Owner: **CITY OF WESTMINSTER** Owner's Contract No.:
Engineer: **Rosier Group** Engineer's Project No.: **S-23-51**
Project: **HEIRLOOM FARMS S/D - PHASE 1 SEWER** Contract Name: **HEIRLOOM FARMS S/D - PHASE 1 SEWER**
Bidder: **Long & Sons Utility Co., LLC**
Bidder's Address: **P.O. Box 578, Simpsonville, SC 29681**

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 30, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Sanitary System Improvements

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is:

\$954,913.00, Nine Hundred Fifty-Four Thousand Nine Hundred Thirteen & 00/100 Dollars

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner **[CITY OF WESTMINSTER]** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **CITY OF WESTMINSTER**
P.O. Box 399 / 100 E. Windsor Street, Westminster, SC 29693
Authorized
Signature: _____
By: **Kevin Bronson**
Title: **City Administrator**
Copy: Engineer

110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

E-MAIL TRANSMITTAL

TO: CITY OF WESTMINSTER

ATTN: Mr. Kevin Bronson

DATE: August 30, 2022

JOB: HEIRLOOM FARMS S/D - PHASE I WATER

The following items are enclosed

<input type="checkbox"/> As Requested	<input type="checkbox"/> For Your Use	<input checked="" type="checkbox"/> For Approval
<input type="checkbox"/> For Bids Due	<input type="checkbox"/> For Review and Comment	
<input type="checkbox"/> Prints returned after loan to us.		

<i>Quantity.</i>	<i>Date</i>	<i>Description</i>
1 Ea	7/30/2024	Bid Tab
1 Ea	7/30/2024	Letter of Recommendation
1 Ea		Notice of Award

REMARKS:

Mr. Bronson,
I have included a completed Notice of Award. **If you concur with the recommendation, please sign/date this form and return to Rosier Group and I will forward to the Contractor so they may obtain their Performance and Payment Bond.** According to the bid documents they have 15 days to do so after the Notice of Award is signed.

Thank you,

Carol Holcombe

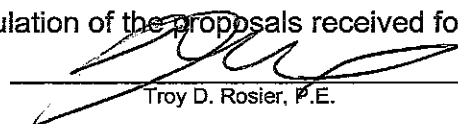
BID TABULATION

PROJECT: HEIRLOOM FARMS S/D - PHASE I - WATER

BIDDER				1		2		3		4	
				J & M Construction, Inc.		Young Plumbing Co., Inc.		Long & Sons Utility Co., LLC		Raby Construction Company LLC	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EQUIPMENT MOBILIZATION		LS		\$ 10,000.00		\$ 7,500.00		\$ 9,950.00		\$ 13,500.00
2	TESTING, STERILIZING, & SAMPLING		LS		4,500.00		5,250.00		10,000.00		9,900.00
3	BORE / JACK 16" STEEL CASING (8" D.I. CARRIER)	35	LF @	475.00	16,625.00	425.00	14,875.00	450.00	15,750.00	850.00	29,750.00
4	10" X 8" MAIN CONNECTION	1	EA @	11,500.00	11,500.00	9,600.00	9,600.00	11,630.00	11,630.00	11,300.00	11,300.00
5	8" X 2 1/2" MAIN CONNECTION	1	EA @	6,500.00	6,500.00	4,500.00	4,500.00	7,150.00	7,150.00	8,600.00	8,600.00
6	8" DIP (CL350) / FITTINGS / MMTAPE / WIRE	3,310	LF @	70.00	231,700.00	72.50	239,975.00	85.25	282,177.50	80.00	264,800.00
7	6" DIP (CL350) / FITTINGS/ MMTAPE / WIRE	1,285	LF @	60.00	77,100.00	62.50	80,312.50	79.00	101,515.00	68.00	87,380.00
8	10" GATE VALVE / BOX RING	2	EA @	4,250.00	8,500.00	4,500.00	9,000.00	4,600.00	9,200.00	5,800.00	11,600.00
9	8" GATE VALVE / BOX RING	6	EA @	3,050.00	18,300.00	3,250.00	19,500.00	3,295.00	19,770.00	4,550.00	27,300.00
10	6" GATE VALVE / BOX RING	8	EA @	2,150.00	17,200.00	2,250.00	18,000.00	2,385.00	19,080.00	3,200.00	25,600.00
11	2 1/2" GATE VALVE / BOX RING	1	EA @	1,750.00	1,750.00	1,950.00	1,950.00	1,562.00	1,562.00	2,350.00	2,350.00
12	THREE-WAY FIRE HYDRANT ASSEMBLY	5	EA @	7,950.00	39,750.00	7,500.00	37,500.00	6,375.00	31,875.00	8,900.00	44,500.00
13	2" BLOW-OFF ASSEMBLY	1	EA @	3,500.00	3,500.00	2,500.00	2,500.00	2,215.00	2,215.00	2,400.00	2,400.00
14	3/4" SERVICE CONNECTION	55	EA @	1,350.00	74,250.00	1,650.00	90,750.00	1,950.00	107,250.00	1,550.00	85,250.00
15	3/4" SERVICE RECONNECTION	5	EA @	1,500.00	7,500.00	1,850.00	9,250.00	2,236.00	11,180.00	2,700.00	13,500.00
16	BORE DRIVEWAY	108	LF @	100.00	10,800.00	125.00	13,500.00	150.00	16,200.00	240.00	25,920.00
17	CONCRETE MARKER	6	EA @	100.00	600.00	50.00	300.00	150.00	900.00	300.00	1,800.00
18	EROSION CONTROL MEASURES - BMP'S		LS		4,500.00		5,000.00		3,308.50		14,000.00
19	PERFORMANCE & PAYMENT BOND		LS		8,500.00		17,500.00		13,000.00		35,000.00
Total Amount of Bid					\$ 553,075.00		\$ 586,762.50		\$ 673,713.00		\$ 714,450.00

Rosier Group
110 West First Avenue, Suite D
Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 3:00 PM.**


Troy D. Rosier, P.E.

BID TABULATION


PROJECT: HEIRLOOM FARMS S/D - PHASE I - WATER

BIDDER				5		6		7		8	
				HRH Engineering Services LLC		Payne, McGinn and Cummins, Inc.		Corbett & Son Construction, LLC		HDH Construction Group LLC	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EQUIPMENT MOBILIZATION		LS		\$ 5,000.00		\$ 6,400.00		No Bid		No Bid
2	TESTING, STERILIZING, & SAMPLING		LS		5,000.00		2,000.00		No Bid		No Bid
3	BORE / JACK 16" STEEL CASING (8" D.I. CARRIER)	35	LF @	500.00	17,500.00	800.00	28,000.00		No Bid		No Bid
4	10" X 8" MAIN CONNECTION	1	EA @	8,500.00	8,500.00	11,650.00	11,650.00		No Bid		No Bid
5	8" X 2 1/2" MAIN CONNECTION	1	EA @	2,500.00	2,500.00	11,000.00	11,000.00		No Bid		No Bid
6	8" DIP (CL350) / FITTINGS / MMTAPE / WIRE	3,310	LF @	90.00	297,900.00	95.00	314,450.00		No Bid		No Bid
7	6" DIP (CL350) / FITTINGS/ MMTAPE / WIRE	1,285	LF @	85.00	109,225.00	87.00	111,795.00		No Bid		No Bid
8	10" GATE VALVE / BOX RING	2	EA @	3,800.00	7,600.00	4,500.00	9,000.00		No Bid		No Bid
9	8" GATE VALVE / BOX RING	6	EA @	3,000.00	18,000.00	3,200.00	19,200.00		No Bid		No Bid
10	6" GATE VALVE / BOX RING	8	EA @	2,250.00	18,000.00	2,400.00	19,200.00		No Bid		No Bid
11	2 1/2" GATE VALVE / BOX RING	1	EA @	1,650.00	1,650.00	1,500.00	1,500.00		No Bid		No Bid
12	THREE-WAY FIRE HYDRANT ASSEMBLY	5	EA @	7,250.00	36,250.00	7,200.00	36,000.00		No Bid		No Bid
13	2" BLOW-OFF ASSEMBLY	1	EA @	2,000.00	2,000.00	2,200.00	2,200.00		No Bid		No Bid
14	3/4" SERVICE CONNECTION	55	EA @	2,500.00	137,500.00	2,285.00	125,675.00		No Bid		No Bid
15	3/4" SERVICE RECONNECTION	5	EA @	3,000.00	15,000.00	1,550.00	7,750.00		No Bid		No Bid
16	BORE DRIVEWAY	108	LF @	200.00	21,600.00	140.00	15,120.00		No Bid		No Bid
17	CONCRETE MARKER	6	EA @	150.00	900.00	100.00	600.00		No Bid		No Bid
18	EROSION CONTROL MEASURES - BMP'S		LS		2,500.00		5,500.00		No Bid		No Bid
19	PERFORMANCE & PAYMENT BOND		LS		8,000.00		5,500.00		No Bid		No Bid
Total Amount of Bid					\$ 714,625.00	\$ 732,540.00		No Bid		No Bid	

Rosier Group
110 West First Avenue, Suite D

- 5 The Total amount HRH Engineering Services, LLC submitted was \$719,625.00 however line items totaled \$714,625.00 as shown above.
- 6 The Total amount Payne, McGinn and Cummins submitted was \$736,440.00 however line items totaled \$732,540.00 as shown above.

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 3:00 PM.**



Troy D. Rosier, P.E.


BID TABULATION

PROJECT: HEIRLOOM FARMS S/D - PHASE I - WATER

BIDDER				9	10	11	
				Palmetto State Underground LLC	North American Pipeline Mgmt. Inc.	Seven Hills Construction, LLC	
ITEM	DESCRIPTION	QTY.	UNIT			UNIT PRICE	AMOUNT
1	EQUIPMENT MOBILIZATION		LS	No Bid	No Bid		No Bid
2	TESTING, STERILIZING, & SAMPLING		LS	No Bid	No Bid		No Bid
3	BORE / JACK 16" STEEL CASING (8" D.I. CARRIER)	35	LF @	No Bid	No Bid		No Bid
4	10" X 8" MAIN CONNECTION	1	EA @	No Bid	No Bid		No Bid
5	8" X 2 1/2" MAIN CONNECTION	1	EA @	No Bid	No Bid		No Bid
6	8" DIP (CL350) / FITTINGS / MMTAPE / WIRE	3,310	LF @	No Bid	No Bid		No Bid
7	6" DIP (CL350) / FITTINGS/ MMTAPE / WIRE	1,285	LF @	No Bid	No Bid		No Bid
8	10" GATE VALVE / BOX RING	2	EA @	No Bid	No Bid		No Bid
9	8" GATE VALVE / BOX RING	6	EA @	No Bid	No Bid		No Bid
10	6" GATE VALVE / BOX RING	8	EA @	No Bid	No Bid		No Bid
11	2 1/2" GATE VALVE / BOX RING	1	EA @	No Bid	No Bid		No Bid
12	THREE-WAY FIRE HYDRANT ASSEMBLY	5	EA @	No Bid	No Bid		No Bid
13	2" BLOW-OFF ASSEMBLY	1	EA @	No Bid	No Bid		No Bid
14	3/4" SERVICE CONNECTION	55	EA @	No Bid	No Bid		No Bid
15	3/4" SERVICE RECONNECTION	5	EA @	No Bid	No Bid		No Bid
16	BORE DRIVEWAY	108	LF @	No Bid	No Bid		No Bid
17	CONCRETE MARKER	6	EA @	No Bid	No Bid		No Bid
18	EROSION CONTROL MEASURES - BMP'S		LS	No Bid	No Bid		No Bid
19	PERFORMANCE & PAYMENT BOND		LS	No Bid	No Bid		No Bid
Total Amount of Bid				No Bid	No Bid		No Bid

Rosier Group
110 West First Avenue, Suite D
Easley, SC 29640

I hereby certify that this is a true and correct tabulation of the proposals received for subject project on **Tuesday, July 30, 2024 @ 3:00 PM.**


Troy D. Rosier, P.E.

110 WEST FIRST AVE., SUITE D
EASLEY, SC 29640



ROSIER GROUP
Engineers & Surveyors

PHONE: (864)-859-6900
FAX: (864) 859-6980
email: team@rosier.group

July 30, 2024

CITY OF WESTMINSTER
P.O. Box 399 / 100 E. Windsor Street
Westminster, SC 29693
Attn: Kevin Bronson

Re: **HEIRLOOM FARMS S/D - PHASE I WATER**

Dear Kevin,

Enclosed you will find a copy of the Bid Tabulation sheet for subject project. We have extended and tabulated all figures on said proposals and found them correct as tabulated or revised as necessary. (See HRH Engineering Services, LLC and Payne, McGinn and Cummins, Inc. revisions).

We recommend that a contract be awarded to the low bidder, **J & M Construction, Inc.**, for the **Bid** amount of **Five Hundred Fifty-Three Thousand Seventy-Five & 00/100 Dollars, (\$553,075.00)**.

Construction contracts will be prepared for implementation of the project upon receiving your approval and further instructions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy D. Rosier', written in a cursive style.

Troy D. Rosier, P.E.

TDR/ch
Enclosure

NOTICE OF AWARD

Date of Issuance:

Owner: **CITY OF WESTMINSTER** Owner's Contract No.:

Engineer: **Rosier Group** Engineer's Project No.: **W-24-57**

Project: **HEIRLOOM FARMS S/D - PHASE I WATER** Contract Name: **HEIRLOOM FARMS S/D - PHASE I WATER**

Bidder: **J & M Construction, Inc.**

Bidder's Address: **6930 Hwy 76, Pendleton, SC 29670**

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 30, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water System Improvements

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is:

\$553,075.00, Five Hundred Fifty-Three Thousand Seventy-Five & 00/100 Dollars

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner **[CITY OF WESTMINSTER]** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **CITY OF WESTMINSTER**
P.O. Box 399 / 100 E. Windsor Street, Westminster, SC 29693

Authorized
Signature: _____

By: **Kevin Bronson**

Title: **City Administrator**

Copy: Engineer



Mobile Stage Rental Agreement

Adopted by Westminster City Council June 15, 2021

This is an agreement between the City of Westminster (referred to herein as “City”) and **Cross Hill Fellowship** (referred to herein as “User”).

The City agrees to deliver, set up, take down and remove a mobile stage on the date, time and at the location specified in this agreement.

The City agrees to deliver and remove the stage within 24 hours of the time specified in this agreement.

There is a \$400 rental fee and a \$400 damage deposit required of the User upon execution of this agreement.

The City and User will inspect the stage after set up and note any existing damages or defects. The User accepts full responsibility for the security of the stage during the entire period it is on-site. The deposit will be returned in full within 10 days of the event if no loss or damage (excluding normal wear and tear) is incurred during the rental period. If there is damage or loss, the cost of repair or replacement will be deducted from the deposit. Any remaining balance will then be returned to the User, however, if the cost of loss or repair exceeds the amount of the deposit, the User is responsible for the full cost of all repairs or replacement.

Cancellations and alterations in duration of the rental must be made by the User a minimum of 30 days prior to delivery. Cancellations prior to that time will receive a full refund of the rental and deposit fees. Cancellations 15-30 days prior to the event will forfeit 50% of the rental fee. Cancellations less than 15 days prior to the event forfeit the full rental fee.

The User is responsible for full payment of the rental fee and deposit prior to the time of delivery of the stage. Payments made less than 10 days in advance of delivery will be required to pay in cash, debit, credit or a cashier’s check.

User agrees to indemnify and hold harmless to the fullest extent possible the City of Westminster and all its employees from any and all injury and damage claims resulting from the use of the stage.

Stage Rental Fee: **\$400**

Deposit: **\$400**

Delivery Date & Time: **Oct. 31, 2024 (afternoon) OR Nov. 1 (MORNING*** before lunch)**

Pick Up Date & Time: **When convenient for the city***

***We are planning for a Friday evening Event (Nov. 1). Due to the weekend, stage will be unused Saturday and Sunday. This is for our annual community event, Harvest Fest 2024 (A night of southern gospel, bluegrass and more!).**

Delivery Location: **1607 Toccoa Hwy (in field where stage was set last year)**

User agrees to all terms and conditions stated herein. Signatory is either a duly recognized agent of the User with authority to obligate User to all terms of this agreement, or personally accepts such responsibility.

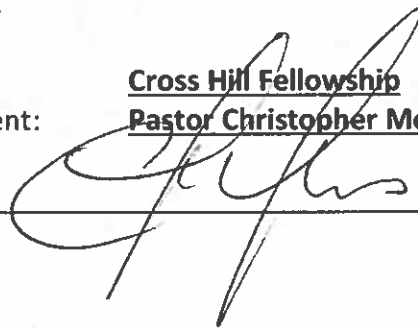
User:

Printed Name of User's agent:

Cross Hill Fellowship

Pastor Christopher Moss

Signature of User's agent: _____



Date: **June 26, 2024**

City: City of Westminster, South Carolina

Printed Name of City's agent: _____

Signature of City's agent: _____

Date: _____

Please mail the signed contract along with the rental fee and deposit check to:

City of Westminster

P.O. Box 399

Westminster, SC 29693

Upon receipt of the contract, the rental fee and deposit, the contract will be signed by the City and a copy returned to the User.

Questions related to use of the stage may be directed to:

Rebecca Overton phone: 864-647-3202 or roverton@westminstersc.org

we ARE wanting to use stage for 60 year Celebration of Fire Dept
Celebration will be Sept. 28th from 11:00 - 4:00 PM and would like
to avoid the rental fee if possible as we are a volunteer Dept.

Stage Rental Fee: _____

Deposit: _____

Delivery Date & Time: 9/27 OR 9/28/24 before 11:00 Pick Up Date & Time: 9/28/24 @ 5:00 PM

Delivery Location: 684 Cleveland Pike Rd Westminister S.C 29693

User agrees to all terms and conditions stated herein. Signatory is either a duly recognized agent of the User with authority to obligate User to all terms of this agreement, or personally accepts such responsibility.

User: Cleveland Rural Fire Dept.

Printed Name of User's agent: Chief Travis V. Collins

Signature of User's agent: Travis V. Collins

Date: 8/8/24

City: City of Westminister, South Carolina

Printed Name of City's agent: _____

Signature of City's agent: _____

Date: _____

Please mail the signed contract along with the rental fee and deposit check to:

City of Westminister
P.O. Box 399
Westminister, SC 29693

Upon receipt of the contract, the rental fee and deposit, the contract will be signed by the City and a copy returned to the User.

Questions related to use of the stage may be directed to:

Rebecca Overton phone: 864-647-3202 or roverton@westminstersc.org

Revenue Report

Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
010 CITY GENERAL FUND								
100 ADMINISTRATION								
00400 PROPERTY TAXES								
40000 PROPERTY TAXES	\$525,000.00	\$0.00	\$525,000.00	\$0.00	0	(\$1,063.38)	0	\$526,063.38
40001 DELIQUENT TAXES	\$54,500.00	\$0.00	\$54,500.00	\$0.00	0	\$2,867.32	5	\$51,632.68
40002 VEHICLE TAXES	\$92,750.00	\$0.00	\$92,750.00	\$0.00	0	\$9,576.61	10	\$83,173.39
40003 HOMESTEAD EXPT. STATE	\$55,000.00	\$0.00	\$55,000.00	\$0.00	0	\$0.00	0	\$55,000.00
40004 MERCHANTS INVT. TAX	\$7,500.00	\$0.00	\$7,500.00	\$0.00	0	\$0.00	0	\$7,500.00
40005 WATERCRAFT TAX	\$6,100.00	\$0.00	\$6,100.00	\$0.00	0	\$624.62	10	\$5,475.38
Total Property Taxes	\$740,850.00	\$0.00	\$740,850.00	\$0.00	0	\$12,005.17	2	\$728,844.83
00401 INTERGOVERNMENTAL REV								
40100 C FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40102 AID TO SUBDIVISION	\$56,000.00	\$0.00	\$56,000.00	\$0.00	0	\$0.00	0	\$56,000.00
40104 OCONEE VOLUNTEER BONUS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40105 TRANSPORTATION NETWORK ACT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40106 C FUNDS - SIDEWALKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40107 C FUNDS - ROADWAY RESURFACING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Intergovernmental Rev	\$56,000.00	\$0.00	\$56,000.00	\$0.00	0	\$0.00	0	\$56,000.00
00402 LICENSE, PERMITS, & FEES								
40200 BUSINESS LICENSE	\$101,275.00	\$0.00	\$101,275.00	\$149.60	0	\$3,659.12	4	\$97,615.88
40202 TELECOM. TAX MASC	\$9,800.00	\$0.00	\$9,800.00	\$0.00	0	\$0.00	0	\$9,800.00
40203 BROKER TAX MASC	\$11,001.00	\$0.00	\$11,001.00	\$0.00	0	\$0.00	0	\$11,001.00
40204 MANUFACTURERS TAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40205 INSURANCE TAX	\$233,690.00	\$0.00	\$233,690.00	\$6,447.64	3	\$6,447.64	3	\$227,242.36
40210 GARBAGE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

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

**City Of Westminster
Revenue Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40214 CELL TOWER RENT	\$27,800.00	\$0.00	\$27,800.00	\$1,725.00	6	\$3,950.00	14	\$23,850.00
40215 FACILITY RENTAL	\$22,550.00	\$0.00	\$22,550.00	\$250.00	1	\$835.00	4	\$21,715.00
40216 FOIA REQUEST FEES	\$500.00	\$0.00	\$500.00	\$0.00	0	\$0.00	0	\$500.00
40217 VACANT BUILDING REGIST FEE	\$7,800.00	\$0.00	\$7,800.00	\$0.00	0	\$0.00	0	\$7,800.00
Total License, Permits, & Fees	\$414,416.00	\$0.00	\$414,416.00	\$8,572.24	2	\$14,891.76	4	\$399,524.24
00404 PYMT IN LIEU OF TAX & FRAN FEE								
40400 PAYMENT IN LIEU OF TAX	\$7,300.00	\$0.00	\$7,300.00	\$0.00	0	\$8,652.49	119	(\$1,352.49)
40401 FRANCHISE FEES	\$55,053.00	\$0.00	\$55,053.00	\$0.00	0	\$127.44	0	\$54,925.56
40402 WUD FRANCISE FEE	\$426,621.00	\$0.00	\$426,621.00	\$0.00	0	\$35,551.75	8	\$391,069.25
Total Pymt In Lieu Of Tax & Fran Fee	\$488,974.00	\$0.00	\$488,974.00	\$0.00	0	\$44,331.68	9	\$444,642.32
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$2,500.00	\$0.00	\$2,500.00	\$0.00	0	\$0.00	0	\$2,500.00
Total Interest Income	\$2,500.00	\$0.00	\$2,500.00	\$0.00	0	\$0.00	0	\$2,500.00
00406 GRANT INCOME								
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40702 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$6,900.00	\$0.00	\$6,900.00	\$0.00	0	\$0.00	0	\$6,900.00
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40709 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40719 CAPITAL LEASE PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

**010 CITY GENERAL FUND
100 ADMINISTRATION
00407 MISCELLANEOUS & OTHER**

**City Of Westminster
Revenue Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40720 SALE OF PROPERTY (EASEMENTS)	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40721 NON GOVERNMENTAL GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40734 COURT ORDERED RESTITUTION	\$1,500.00	\$0.00	\$1,500.00	\$0.00	0	\$0.00	0	\$1,500.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40736 GHS FACILITY REIMBURSEMENT	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$700.00	14	\$4,300.00
40737 REFUNDS/REIMBURSEMENTS	\$20,875.00	\$0.00	\$20,875.00	\$0.00	0	\$1,805.14	9	\$19,069.86
40745 OLD VOIDED CHECKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$34,275.00	\$0.00	\$34,275.00	\$0.00	0	\$2,505.14	7	\$31,769.86
Total ADMINISTRATION	\$1,737,015.00	\$0.00	\$1,737,015.00	\$8,572.24	0	\$73,733.75	4	\$1,663,281.25
200 FIRE DEPARTMENT								
00401 INTERGOVERNMENTAL REV								
40101 COUNTY ALLOCATION	\$550,000.00	\$0.00	\$550,000.00	\$0.00	0	\$0.00	0	\$550,000.00
Total Intergovernmental Rev	\$550,000.00	\$0.00	\$550,000.00	\$0.00	0	\$0.00	0	\$550,000.00
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
Total Interest Income	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$9,200.00	\$0.00	\$9,200.00	\$0.00	0	\$0.00	0	\$9,200.00
40705 FD TRAINING FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40706 FD DRINK MACHINE FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

**010 CITY GENERAL FUND
200 FIRE DEPARTMENT
00407 MISCELLANEOUS & OTHER**

**City Of Westminster
Revenue Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40716 FIRE PREVENTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40717 FIRE DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$1,300.00	\$0.00	\$1,300.00	\$0.00	0	\$0.00	0	\$1,300.00
40737 REFUNDS/REIMBURSEMENTS	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
Total Miscellaneous & Other	\$15,500.00	\$0.00	\$15,500.00	\$0.00	0	\$0.00	0	\$15,500.00
Total FIRE DEPARTMENT	\$569,500.00	\$0.00	\$569,500.00	\$0.00	0	\$0.00	0	\$569,500.00
296 NO DESCRIPTION FOUND								
00404 PYMT IN LIEU OF TAX & FRAN FEE								
40402 WUD FRANCISE FEE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Pymt In Lieu Of Tax & Fran Fee	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
300 POLICE								
00403 FINES & FORFEITURES								
40300 POLICE FINES	\$38,147.00	\$0.00	\$38,147.00	\$0.00	0	\$2,908.94	8	\$35,238.06
40302 DRUG SEIZURES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Fines & Forfeitures	\$38,147.00	\$0.00	\$38,147.00	\$0.00	0	\$2,908.94	8	\$35,238.06
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$500.00	\$0.00	\$500.00	\$0.00	0	\$0.00	0	\$500.00
Total Interest Income	\$500.00	\$0.00	\$500.00	\$0.00	0	\$0.00	0	\$500.00
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40603 MISC GRANTS	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
Total Grant Income	\$7,000.00	\$0.00	\$7,000.00	\$0.00	0	\$0.00	0	\$7,000.00
00407 MISCELLANEOUS & OTHER								
40702 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00

010 CITY GENERAL FUND
 300 POLICE
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40704 POLICE FUND	\$1,000.00	\$0.00	\$1,000.00	\$45.00	5	\$55.00	6	\$945.00
40735 INSURANCE PAID CLAIMS	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$0.00	0	\$1,000.00
40737 REFUNDS/REIMBURSEMENTS	\$7,500.00	\$0.00	\$7,500.00	\$0.00	0	\$0.00	0	\$7,500.00
Total Miscellaneous & Other	\$19,500.00	\$0.00	\$19,500.00	\$45.00	0	\$55.00	0	\$19,445.00
Total POLICE	\$65,147.00	\$0.00	\$65,147.00	\$45.00	0	\$2,963.94	5	\$62,183.06
400 RECREATION								
00407 MISCELLANEOUS & OTHER								
40745 OLD VOIDED CHECKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
500 CODES								
00402 LICENSE, PERMITS, & FEES								
40211 SIGN PERMIT FEES	\$1,900.00	\$0.00	\$1,900.00	\$0.00	0	\$0.00	0	\$1,900.00
40212 ZONING HEARINGS	\$1,000.00	\$0.00	\$1,000.00	\$0.00	0	\$75.00	8	\$925.00
Total License, Permits, & Fees	\$2,900.00	\$0.00	\$2,900.00	\$0.00	0	\$75.00	3	\$2,825.00
00403 FINES & FORFEITURES								
40301 CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Fines & Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total CODES	\$2,900.00	\$0.00	\$2,900.00	\$0.00	0	\$75.00	3	\$2,825.00
600 PUBLIC WORKS								
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$14,000.00	\$0.00	\$14,000.00	\$0.00	0	\$0.00	0	\$14,000.00
Total Miscellaneous & Other	\$14,000.00	\$0.00	\$14,000.00	\$0.00	0	\$0.00	0	\$14,000.00
Total PUBLIC WORKS	\$14,000.00	\$0.00	\$14,000.00	\$0.00	0	\$0.00	0	\$14,000.00
700 NON DEPARTMENTAL								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$3,119.00	\$0.00	\$3,119.00	\$0.00	0	\$0.00	0	\$3,119.00
40728 FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40730 HTAX TRANSFER	\$102,000.00	\$0.00	\$102,000.00	\$0.00	0	\$0.00	0	\$102,000.00
40742 CAPITAL LEASE PURCHASE REVENUE	\$165,000.00	\$0.00	\$165,000.00	\$0.00	0	\$114,524.00	69	\$50,476.00
40744 ARC GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40751 TRANSFER FROM SOLID WASTE	\$49,606.00	\$0.00	\$49,606.00	\$0.00	0	\$0.00	0	\$49,606.00
Total Miscellaneous & Other	\$319,725.00	\$0.00	\$319,725.00	\$0.00	0	\$114,524.00	36	\$205,201.00
Total NON DEPARTMENTAL	\$319,725.00	\$0.00	\$319,725.00	\$0.00	0	\$114,524.00	36	\$205,201.00
Total CITY GENERAL FUND	\$2,708,287.00	\$0.00	\$2,708,287.00	\$8,617.24	0	\$191,296.69	7	\$2,516,990.31

020 UTILITY DEPT. GENERAL FUND
 150 UTILITY ADMINISTRATION
 00405 INTEREST INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
020 UTILITY DEPT. GENERAL FUND								
150 UTILITY ADMINISTRATION								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
Total Interest Income	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$56,000.00	\$0.00	\$56,000.00	\$50.00	0	\$5,150.00	9	\$50,850.00
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$2,217.54	22	\$7,782.46
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40710 PENALTIES	\$78,000.00	\$0.00	\$78,000.00	\$0.00	0	\$4,533.44	6	\$73,466.56
40712 DEBT SET OFF FEES	\$3,000.00	\$0.00	\$3,000.00	\$0.00	0	\$0.00	0	\$3,000.00
40713 PMPA ECONOMIC DEV.	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40714 GARBAGE FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40719 CAPITAL LEASE PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40723 AMI FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$2,500.00	\$0.00	\$2,500.00	\$0.00	0	\$0.00	0	\$2,500.00
40737 REFUNDS/REIMBURSEMENTS	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
40746 PMPA TRAINING REIMBURSEMENT	\$15,000.00	\$0.00	\$15,000.00	\$0.00	0	\$2,959.68	20	\$12,040.32
Total Miscellaneous & Other	\$169,500.00	\$0.00	\$169,500.00	\$50.00	0	\$14,860.66	9	\$154,639.34
00412 OTHER REVENUE								
41200 GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total UTILITY ADMINISTRATION	\$171,500.00	\$0.00	\$171,500.00	\$50.00	0	\$14,860.66	9	\$156,639.34

020 UTILITY DEPT. GENERAL FUND
 250 ELECTRIC
 00406 GRANT INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
250 ELECTRIC								
00406 GRANT INCOME								
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
40707 MISCELLANEOUS REV	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
40711 POLE RENTAL FEES	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
40733 TRANSFER FROM HOSPITALITY FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$2,500.00	\$0.00	\$2,500.00	\$0.00	0	\$0.00	0	\$2,500.00
40737 REFUNDS/REIMBURSEMENTS	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
Total Miscellaneous & Other	\$32,500.00	\$0.00	\$32,500.00	\$0.00	0	\$0.00	0	\$32,500.00
00408 ELECTRIC								
40800 COMMERCIAL ELECTRIC	\$1,996,273.00	\$0.00	\$1,996,273.00	\$148,220.02	7	\$281,773.75	14	\$1,714,499.25
40801 RESIDENTIAL ELECTRIC	\$2,458,642.00	\$0.00	\$2,458,642.00	\$201,958.97	8	\$365,297.98	15	\$2,093,344.02
40802 SC SALES TAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40803 COMMERCIAL ELE NTX	\$428,000.00	\$0.00	\$428,000.00	\$18,630.33	4	\$52,848.77	12	\$375,151.23
40804 TEMP POWER/UNDERGRND PW	\$6,000.00	\$0.00	\$6,000.00	\$0.00	0	\$0.00	0	\$6,000.00
Total Electric	\$4,888,915.00	\$0.00	\$4,888,915.00	\$368,809.32	8	\$699,920.50	14	\$4,188,994.50
Total ELECTRIC	\$4,921,415.00	\$0.00	\$4,921,415.00	\$368,809.32	7	\$699,920.50	14	\$4,221,494.50
350 WATER								
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
Total Grant Income	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00

020 UTILITY DEPT. GENERAL FUND
 350 WATER
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40715 ELEVATED TANK MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$4,000.00	\$0.00	\$4,000.00	\$0.00	0	\$0.00	0	\$4,000.00
Total Miscellaneous & Other	\$14,000.00	\$0.00	\$14,000.00	\$0.00	0	\$0.00	0	\$14,000.00
00409 WATER								
40900 WATER SALES	\$2,432,922.00	\$0.00	\$2,432,922.00	\$206,063.67	8	\$387,128.00	16	\$2,045,794.00
40901 WATER TAPS	\$80,000.00	\$0.00	\$80,000.00	\$0.00	0	\$18,300.00	23	\$61,700.00
40902 DHEC	\$16,000.00	\$0.00	\$16,000.00	\$1,202.95	8	\$2,405.55	15	\$13,594.45
Total Water	\$2,528,922.00	\$0.00	\$2,528,922.00	\$207,266.62	8	\$407,833.55	16	\$2,121,088.45
00411 PROJECT OPERATIONS								
41100 WATER LINE EXTENSION	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
Total Project Operations	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
Total WATER	\$2,549,922.00	\$0.00	\$2,549,922.00	\$207,266.62	8	\$407,833.55	16	\$2,142,088.45
400 RECREATION								
00407 MISCELLANEOUS & OTHER								
40745 OLD VOIDED CHECKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
450 SEWER								
00407 MISCELLANEOUS & OTHER								
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40722 MISCELLANEOUS GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40732 PRITCHARD/PARK GRANT PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

020 UTILITY DEPT. GENERAL FUND
 450 SEWER
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40739 BEACON MILL PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40740 SEWER PROJECT FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00410 SEWER								
41000 SEWER SALES	\$829,583.00	\$0.00	\$829,583.00	\$71,664.46	9	\$142,496.29	17	\$687,086.71
41001 SEWER TAPS	\$54,000.00	\$0.00	\$54,000.00	\$0.00	0	\$0.00	0	\$54,000.00
Total Sewer	\$883,583.00	\$0.00	\$883,583.00	\$71,664.46	8	\$142,496.29	16	\$741,086.71
Total SEWER	\$883,583.00	\$0.00	\$883,583.00	\$71,664.46	8	\$142,496.29	16	\$741,086.71
550 WATER PLANT								
00407 MISCELLANEOUS & OTHER								
40735 INSURANCE PAID CLAIMS	\$3,500.00	\$0.00	\$3,500.00	\$0.00	0	\$0.00	0	\$3,500.00
40737 REFUNDS/REIMBURSEMENTS	\$2,500.00	\$0.00	\$2,500.00	\$0.00	0	\$0.00	0	\$2,500.00
Total Miscellaneous & Other	\$6,000.00	\$0.00	\$6,000.00	\$0.00	0	\$0.00	0	\$6,000.00
Total WATER PLANT	\$6,000.00	\$0.00	\$6,000.00	\$0.00	0	\$0.00	0	\$6,000.00
650 NON DEPARTMENTAL								
00407 MISCELLANEOUS & OTHER								
40742 CAPITAL LEASE PURCHASE REVENUE	\$195,000.00	\$0.00	\$195,000.00	\$0.00	0	\$73,920.62	38	\$121,079.38
Total Miscellaneous & Other	\$195,000.00	\$0.00	\$195,000.00	\$0.00	0	\$73,920.62	38	\$121,079.38
Total NON DEPARTMENTAL	\$195,000.00	\$0.00	\$195,000.00	\$0.00	0	\$73,920.62	38	\$121,079.38
Total UTILITY DEPT. GENERAL FUND	\$8,727,420.00	\$0.00	\$8,727,420.00	\$647,790.40	7	\$1,339,031.62	15	\$7,388,388.38

030 SOLID WASTE
 900 SOLID WASTE
 00405 INTEREST INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
030 SOLID WASTE								
900 SOLID WASTE								
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 GRANT INCOME								
40601 SC MUNI TRUST	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
Total Grant Income	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$545,000.00	\$0.00	\$545,000.00	\$0.00	0	\$40,454.69	7	\$504,545.31
40701 PROCEEDS FROM BORROWING	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
40707 MISCELLANEOUS REV	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
40719 CAPITAL LEASE PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40728 FUND BALANCE	\$27,791.00	\$0.00	\$27,791.00	\$0.00	0	\$0.00	0	\$27,791.00
40729 TRANSFER FROM GENERAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$2,000.00	\$0.00	\$2,000.00	\$0.00	0	\$0.00	0	\$2,000.00
40742 CAPITAL LEASE PURCHASE REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$586,791.00	\$0.00	\$586,791.00	\$0.00	0	\$40,454.69	7	\$546,336.31
Total SOLID WASTE	\$588,791.00	\$0.00	\$588,791.00	\$0.00	0	\$40,454.69	7	\$548,336.31
Total SOLID WASTE	\$588,791.00	\$0.00	\$588,791.00	\$0.00	0	\$40,454.69	7	\$548,336.31

040 FIRE DEPARTMENT 1% FUND
 004 REVENUE
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
040 FIRE DEPARTMENT 1% FUND								
004 REVENUE								
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$0.00	0	\$86,150.00
Total Miscellaneous & Other	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$0.00	0	\$86,150.00
Total REVENUE	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$0.00	0	\$86,150.00
Total FIRE DEPARTMENT 1% FUND	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$0.00	0	\$86,150.00

045 GRANT HOLDING ACCOUNT
 004 REVENUE
 00406 GRANT INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
045 GRANT HOLDING ACCOUNT								
004 REVENUE								
00406 GRANT INCOME								
40604 CDBG ANDERSON PARK	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
100 ADMINISTRATION								
00407 MISCELLANEOUS & OTHER								
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40730 HTAX TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total GRANT HOLDING ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

050 YOUTH RECREATION FUND
 400 RECREATION
 00401 INTERGOVERNMENTAL REV

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
050 YOUTH RECREATION FUND								
400 RECREATION								
00401 INTERGOVERNMENTAL REV								
40101 COUNTY ALLOCATION	\$50,000.00	\$0.00	\$50,000.00	\$0.00	0	\$0.00	0	\$50,000.00
Total Intergovernmental Rev	\$50,000.00	\$0.00	\$50,000.00	\$0.00	0	\$0.00	0	\$50,000.00
00402 LICENSE, PERMITS, & FEES								
40206 ADMISSION	\$83,000.00	\$0.00	\$83,000.00	\$0.00	0	\$0.00	0	\$83,000.00
40207 CONCESSIONS	\$67,000.00	\$0.00	\$67,000.00	\$1,380.50	2	\$1,380.50	2	\$65,619.50
40208 REGISTRATION	\$86,000.00	\$0.00	\$86,000.00	\$555.00	1	\$845.00	1	\$85,155.00
40209 SPONSOR FEES	\$52,000.00	\$0.00	\$52,000.00	\$0.00	0	\$1,350.00	3	\$50,650.00
40213 TOURNAMENT FEE	\$20,000.00	\$0.00	\$20,000.00	\$0.00	0	\$0.00	0	\$20,000.00
Total License, Permits, & Fees	\$308,000.00	\$0.00	\$308,000.00	\$1,935.50	1	\$3,575.50	1	\$304,424.50
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00406 GRANT INCOME								
40600 PARD GRANT	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
Total Grant Income	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$0.00	0	\$10,000.00
00407 MISCELLANEOUS & OTHER								
40700 SERVICE CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40702 DONATIONS	\$20,000.00	\$0.00	\$20,000.00	\$120.00	1	\$2,955.16	15	\$17,044.84
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$9,800.00	\$0.00	\$9,800.00	\$0.00	0	\$0.00	0	\$9,800.00
40707 MISCELLANEOUS REV	\$10,881.00	\$0.00	\$10,881.00	\$0.00	0	\$0.00	0	\$10,881.00
40709 SKATEBOARD PARK	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40729 TRANSFER FROM GENERAL FUND	\$36,219.00	\$0.00	\$36,219.00	\$0.00	0	\$9,054.75	25	\$27,164.25
40730 HTAX TRANSFER	\$100,000.00	\$0.00	\$100,000.00	\$0.00	0	\$0.00	0	\$100,000.00

050 YOUTH RECREATION FUND
 400 RECREATION
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
40734 COURT ORDERED RESTITUTION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40735 INSURANCE PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40737 REFUNDS/REIMBURSEMENTS	\$6,500.00	\$0.00	\$6,500.00	\$380.00	6	\$758.58	12	\$5,741.42
40745 OLD VOIDED CHECKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40752 TRANSFER FROM ATAX	\$3,500.00	\$0.00	\$3,500.00	\$0.00	0	\$0.00	0	\$3,500.00
Total Miscellaneous & Other	\$186,900.00	\$0.00	\$186,900.00	\$500.00	0	\$12,768.49	7	\$174,131.51
Total RECREATION	\$554,900.00	\$0.00	\$554,900.00	\$2,435.50	0	\$16,343.99	3	\$538,556.01
Total YOUTH RECREATION FUND	\$554,900.00	\$0.00	\$554,900.00	\$2,435.50	0	\$16,343.99	3	\$538,556.01

060 LOCAL DEVELOPMENT CORP
 700 NON DEPARTMENTAL
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
060 LOCAL DEVELOPMENT CORP								
700 NON DEPARTMENTAL								
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$20,000.00	\$0.00	\$20,000.00	\$0.00	0	\$0.00	0	\$20,000.00
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40728 FUND BALANCE	\$33,780.00	\$0.00	\$33,780.00	\$0.00	0	\$0.00	0	\$33,780.00
40750 MASC GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$53,780.00	\$0.00	\$53,780.00	\$0.00	0	\$0.00	0	\$53,780.00
Total NON DEPARTMENTAL	\$53,780.00	\$0.00	\$53,780.00	\$0.00	0	\$0.00	0	\$53,780.00
Total LOCAL DEVELOPMENT CORP	\$53,780.00	\$0.00	\$53,780.00	\$0.00	0	\$0.00	0	\$53,780.00

**070 CAPITAL PROJECT FUND/STATE ARP
004 REVENUE
00401 INTERGOVERNMENTAL REV**

**City Of Westminster
Revenue Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
070 CAPITAL PROJECT FUND/STATE ARP								
004 REVENUE								
00401 INTERGOVERNMENTAL REV								
40106 C FUNDS - SIDEWALKS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40107 C FUNDS - ROADWAY RESURFACING	\$760,400.00	\$0.00	\$760,400.00	\$0.00	0	\$0.00	0	\$760,400.00
Total Intergovernmental Rev	\$760,400.00	\$0.00	\$760,400.00	\$0.00	0	\$0.00	0	\$760,400.00
00406 GRANT INCOME								
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40718 COOPERS MILL PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40747 USDA-RD FEDERAL LOAN	\$8,705,000.00	\$0.00	\$8,705,000.00	\$0.00	0	\$0.00	0	\$8,705,000.00
40748 WESTMINSTER REC COMPLEX CONST	\$5,000,000.00	\$0.00	\$5,000,000.00	\$0.00	0	\$0.00	0	\$5,000,000.00
Total Miscellaneous & Other	\$13,705,000.00	\$0.00	\$13,705,000.00	\$0.00	0	\$0.00	0	\$13,705,000.00
00600 CAPITAL OUTLAY								
05650 HALL ST. WATER LINE REPLACE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total REVENUE	\$14,465,400.00	\$0.00	\$14,465,400.00	\$0.00	0	\$0.00	0	\$14,465,400.00
100 ADMINISTRATION								
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
450 SEWER								
00406 GRANT INCOME								
40605 SCIIP (RIA) GRANT PROJECT	\$3,929,180.00	\$0.00	\$3,929,180.00	\$0.00	0	\$0.00	0	\$3,929,180.00
Total Grant Income	\$3,929,180.00	\$0.00	\$3,929,180.00	\$0.00	0	\$0.00	0	\$3,929,180.00

**070 CAPITAL PROJECT FUND/STATE ARP
450 SEWER
00407 MISCELLANEOUS & OTHER**

**City Of Westminster
Revenue Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
00407 MISCELLANEOUS & OTHER								
40726 GRANT MATCH FUNDS	\$982,295.00	\$0.00	\$982,295.00	\$0.00	0	\$0.00	0	\$982,295.00
Total Miscellaneous & Other	\$982,295.00	\$0.00	\$982,295.00	\$0.00	0	\$0.00	0	\$982,295.00
Total SEWER	\$4,911,475.00	\$0.00	\$4,911,475.00	\$0.00	0	\$0.00	0	\$4,911,475.00
550 WATER PLANT								
00406 GRANT INCOME								
40608 RIA UNITY TANK	\$428,274.00	\$0.00	\$428,274.00	\$0.00	0	\$0.00	0	\$428,274.00
Total Grant Income	\$428,274.00	\$0.00	\$428,274.00	\$0.00	0	\$0.00	0	\$428,274.00
Total WATER PLANT	\$428,274.00	\$0.00	\$428,274.00	\$0.00	0	\$0.00	0	\$428,274.00
650 NON DEPARTMENTAL								
00407 MISCELLANEOUS & OTHER								
40753 UTILITY BOND	\$5,000,000.00	\$0.00	\$5,000,000.00	\$0.00	0	\$0.00	0	\$5,000,000.00
40754 HEIRLOOM FARMS	\$2,350,000.00	\$0.00	\$2,350,000.00	\$0.00	0	\$0.00	0	\$2,350,000.00
Total Miscellaneous & Other	\$7,350,000.00	\$0.00	\$7,350,000.00	\$0.00	0	\$0.00	0	\$7,350,000.00
Total NON DEPARTMENTAL	\$7,350,000.00	\$0.00	\$7,350,000.00	\$0.00	0	\$0.00	0	\$7,350,000.00
700 NON DEPARTMENTAL								
00406 GRANT INCOME								
40606 CDBG STREETScape	\$750,000.00	\$0.00	\$750,000.00	\$0.00	0	\$0.00	0	\$750,000.00
40607 ARC STREETScape	\$298,331.00	\$0.00	\$298,331.00	\$0.00	0	\$0.00	0	\$298,331.00
Total Grant Income	\$1,048,331.00	\$0.00	\$1,048,331.00	\$0.00	0	\$0.00	0	\$1,048,331.00
00407 MISCELLANEOUS & OTHER								
40728 FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total NON DEPARTMENTAL	\$1,048,331.00	\$0.00	\$1,048,331.00	\$0.00	0	\$0.00	0	\$1,048,331.00
800 ANDERSON PARK								
00406 GRANT INCOME								
40604 CDBG ANDERSON PARK	\$250,000.00	\$0.00	\$250,000.00	\$0.00	0	\$0.00	0	\$250,000.00
Total Grant Income	\$250,000.00	\$0.00	\$250,000.00	\$0.00	0	\$0.00	0	\$250,000.00
Total ANDERSON PARK	\$250,000.00	\$0.00	\$250,000.00	\$0.00	0	\$0.00	0	\$250,000.00

070 CAPITAL PROJECT FUND/STATE ARP
800 ANDERSON PARK
00406 GRANT INCOME

City Of Westminster
Revenue Report
Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
Total CAPITAL PROJECT FUND/STATE ARP	\$28,453,480.00	\$0.00	\$28,453,480.00	\$0.00	0	\$0.00	0	\$28,453,480.00

071 COUNTY ARP
 004 REVENUE
 00406 GRANT INCOME

**City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
071 COUNTY ARP								
004 REVENUE								
00406 GRANT INCOME								
40602 STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40708 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total COUNTY ARP	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00

080 HOSPITALITY FUND
 700 NON DEPARTMENTAL
 00301 FUND BALANCE

City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
080 HOSPITALITY FUND								
700 NON DEPARTMENTAL								
00301 FUND BALANCE								
03000 FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40707 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40724 FOOD & BEV TAX	\$202,000.00	\$0.00	\$202,000.00	\$89.10	0	\$16,586.24	8	\$185,413.76
40728 FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40741 TRANSFER FROM ATAX	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
40742 CAPITAL LEASE PURCHASE REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Miscellaneous & Other	\$202,000.00	\$0.00	\$202,000.00	\$89.10	0	\$16,586.24	8	\$185,413.76
Total NON DEPARTMENTAL	\$202,000.00	\$0.00	\$202,000.00	\$89.10	0	\$16,586.24	8	\$185,413.76
Total HOSPITALITY FUND	\$202,000.00	\$0.00	\$202,000.00	\$89.10	0	\$16,586.24	8	\$185,413.76

090 LOCAL ACCOMMODATION
 700 NON DEPARTMENTAL
 00401 INTERGOVERNMENTAL REV

**City Of Westminster
 Revenue Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
090 LOCAL ACCOMMODATION								
700 NON DEPARTMENTAL								
00401 INTERGOVERNMENTAL REV								
40103 STATE ACCOM. TAX	\$7,600.00	\$0.00	\$7,600.00	\$0.00	0	\$1,077.95	14	\$6,522.05
Total Intergovernmental Rev	\$7,600.00	\$0.00	\$7,600.00	\$0.00	0	\$1,077.95	14	\$6,522.05
00406 GRANT INCOME								
40603 MISC GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
00407 MISCELLANEOUS & OTHER								
40725 LOCAL ACCOM REVENUE	\$4,900.00	\$0.00	\$4,900.00	\$0.00	0	\$9.26	0	\$4,890.74
Total Miscellaneous & Other	\$4,900.00	\$0.00	\$4,900.00	\$0.00	0	\$9.26	0	\$4,890.74
Total NON DEPARTMENTAL	\$12,500.00	\$0.00	\$12,500.00	\$0.00	0	\$1,087.21	9	\$11,412.79
Total LOCAL ACCOMMODATION	\$12,500.00	\$0.00	\$12,500.00	\$0.00	0	\$1,087.21	9	\$11,412.79
TOTAL ALL FUNDS	\$41,387,308.00	\$0.00	\$41,387,308.00	\$658,932.24	2	\$1,604,800.44	4	\$39,782,507.56

Expenditure Report

Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 CITY GENERAL FUND									
100 ADMINISTRATION									
00100 PERSONAL SERVICES									
05100 SALARIES	\$153,050.00	\$0.00	\$13,095.39	9	\$39,286.15	26	\$0.00	\$113,763.85	74
05101 OVERTIME	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05102 MAYOR SALARY	\$15,000.00	\$0.00	\$461.54	3	\$1,384.62	9	\$0.00	\$13,615.38	91
05103 ANNUAL BONUS	\$1,705.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,705.00	100
05104 SOCIAL SECURITY	\$16,604.00	\$0.00	\$1,134.90	7	\$3,404.70	21	\$0.00	\$13,199.30	79
05105 RETIREMENT CONTRIBUTIONS	\$42,456.00	\$0.00	\$2,567.56	6	\$7,702.68	18	\$0.00	\$34,753.32	82
05106 HEALTH INSURANCE CONTRIBUTIONS	\$19,650.00	\$0.00	\$2,594.26	13	\$7,782.78	40	\$0.00	\$11,867.22	60
05107 WORKERS COMPENSATION	\$2,000.00	\$0.00	\$0.00	0	\$1,500.00	75	\$0.00	\$500.00	25
05108 EMPLOYEE BONDING	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05109 PART TIME EMPLOYEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05114 VEHICLE ALLOWANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05115 CELLPHONE ALLOWANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05157 COUNCIL SALARIES	\$48,000.00	\$0.00	\$1,661.58	3	\$4,984.74	10	\$0.00	\$43,015.26	90
05810 UNIFORM EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$302,465.00	\$0.00	\$21,515.23	7	\$66,045.67	22	\$0.00	\$236,419.33	78
00200 COMMODITIES									
05200 POSTAGE	\$1,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,200.00	100
05202 OFFICE SUPPLIES	\$6,000.00	\$0.00	\$46.62	1	\$46.62	1	\$0.00	\$5,953.38	99
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$57.98	12	\$57.98	12	\$0.00	\$442.02	88
05210 MISCELLANEOUS	\$3,000.00	\$0.00	\$38.71	1	\$38.71	1	\$0.00	\$2,961.29	99
05211 SERVICE FEES	\$3,000.00	\$0.00	\$33.00	1	\$80.25	3	\$0.00	\$2,919.75	97

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05212 EQUIPMENT PURCHASED	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05214 PRINTING	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05215 BUILDING MAINT.	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$21,700.00	\$0.00	\$176.31	1	\$223.56	1	\$0.00	\$21,476.44	99
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,800.00	100
05301 TELEPHONES	\$2,400.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$2,356.19	98
05302 TRAVEL AND TRAINING	\$5,000.00	\$0.00	\$849.08	17	\$849.08	17	\$0.00	\$4,150.92	83
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$5,000.00	\$0.00	\$265.00	5	\$265.00	5	\$0.00	\$4,735.00	95
05306 ADVERTISING	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05308 OFFICE EQUIP/RENTAL/LEASE	\$2,000.00	\$0.00	\$0.00	0	\$111.93	6	\$0.00	\$1,888.07	94
05310 MISCELLANEOUS	\$3,200.00	\$0.00	\$152.91	5	\$152.91	5	\$0.00	\$3,047.09	95
05313 UTILITIES PURCH FROM WUD	\$8,250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,250.00	100
05314 UTILITIES PURCH FROM OTHER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05318 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$30,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05321 COMPUTER MAINTENANCE	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05323 VEHICLE & PROPERTY INSURANCE	\$54,000.00	\$0.00	\$0.00	0	\$35,561.75	66	\$0.00	\$18,438.25	34
05328 CUSTOMER REFUNDS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05336 SC SALES TAX	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
05352 JANITORIAL EXPENSE	\$3,200.00	\$0.00	\$0.00	0	\$300.00	9	\$0.00	\$2,900.00	91
05356 TREE BOARD PROJECTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND
 100 ADMINISTRATION
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05358 EQUIPMENT REPAIR & MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05362 MUNICIPAL COURT	\$20,000.00	\$0.00	\$0.00	0	\$1,350.00	7	\$0.00	\$18,650.00	93
05365 CONTRACTUAL SERVICES	\$55,750.00	\$0.00	\$0.00	0	\$1.33	0	\$0.00	\$55,748.67	100
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$10,000.00	0	\$0.00	(\$10,000.00)	0
05372 ELECTION EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05378 PRINTING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05379 LEGAL SERVICES	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$20,000.00	100
05380 DOWNTOWN EVENTS/REPAIRS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05383 PUBLIC RELATIONS/PROMOTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05387 HALL ST PROPERTY PURCHASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05394 CITY COUNCIL TRAVEL & TRAINING	\$5,000.00	\$0.00	\$750.00	15	\$806.28	16	\$0.00	\$4,193.72	84
05395 CITY COUNCIL MEMBER & SUBSCRIP	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$223,000.00	\$0.00	\$2,016.99	1	\$49,442.09	22	\$0.00	\$173,557.91	78
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05618 FIRE BAY DEMOLITION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05646 C FUNDS - SIDEWALKS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05647 C FUNDS - ROADWAY RESURFACING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total ADMINISTRATION	\$547,165.00	\$0.00	\$23,708.53	4	\$115,711.32	21	\$0.00	\$431,453.68	79
200 FIRE DEPARTMENT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$405,500.00	\$0.00	\$16,480.85	4	\$52,359.80	13	\$0.00	\$353,140.20	87
05101 OVERTIME	\$35,000.00	\$0.00	\$79.71	0	\$2,358.80	7	\$0.00	\$32,641.20	93

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05103 ANNUAL BONUS	\$2,030.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,030.00	100
05104 SOCIAL SECURITY	\$28,780.00	\$0.00	\$1,254.76	4	\$4,151.07	14	\$0.00	\$24,628.93	86
05105 RETIREMENT CONTRIBUTIONS	\$81,400.00	\$0.00	\$3,670.19	5	\$12,084.48	15	\$0.00	\$69,315.52	85
05106 HEALTH INSURANCE CONTRIBUTIONS	\$73,000.00	\$0.00	\$5,799.94	8	\$16,379.26	22	\$0.00	\$56,620.74	78
05107 WORKERS COMPENSATION	\$19,700.00	\$0.00	\$0.00	0	\$7,500.00	38	\$0.00	\$12,200.00	62
05109 PART TIME EMPLOYEES	\$34,000.00	\$0.00	\$719.04	2	\$2,176.14	6	\$0.00	\$31,823.86	94
05110 VOLUNTEER FIREFIGHTERS BONUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$680,410.00	\$0.00	\$28,004.49	4	\$97,009.55	14	\$0.00	\$583,400.45	86
00200 COMMODITIES									
05201 FUEL	\$13,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$13,000.00	100
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$72.20	3	\$0.00	\$2,427.80	97
05203 RADIO/PAGERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05204 BUNKER / PPE GEAR	\$9,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,000.00	100
05205 AWARDS / FLOWERS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05207 VEHICLE SUPPLIES / PARTS	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05208 UNIFORMS	\$7,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$7,000.00	100
05209 JANITORIAL SUPPLIES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05212 EQUIPMENT PURCHASED	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05218 VOLUNTEER FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05219 FD DRINK FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05221 DEPRECIATION EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05235 MEDICAL SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
Total Commodities	\$53,000.00	\$0.00	\$0.00	0	\$72.20	0	\$0.00	\$52,927.80	100
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05301 TELEPHONES	\$3,300.00	\$0.00	\$0.00	0	\$43.81	1	\$0.00	\$3,256.19	99
05302 TRAVEL AND TRAINING	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,000.00	100
05303 RADIO/PAGER REPAIR	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05304 VEHICLE MAINTENANCE	\$12,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,000.00	100
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05309 FIRE EXTINGUISHER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05313 UTILITIES PURCH FROM WUD	\$24,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$24,000.00	100
05314 UTILITIES PURCH FROM OTHER	\$4,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,200.00	100
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05320 MEDICAL PROFESS. SERVICES	\$2,000.00	\$0.00	\$0.00	0	\$95.00	5	\$0.00	\$1,905.00	95
05322 CABLE	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05325 SECURITY MONITORING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05354 FIRE PREVENTION	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05355 BUNKER GEAR REPAIR	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05357 EQUIPMENT RENTAL/LEASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05358 EQUIPMENT REPAIR & MAINT.	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100

**010 CITY GENERAL FUND
200 FIRE DEPARTMENT
00300 CONTRACTUAL SERVICES**

**City Of Westminster
Expenditure Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05365 CONTRACTUAL SERVICES	\$3,800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,800.00	100
05367 ZONING/COMP PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05369 TRAINING FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05370 DRINK FUND EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$80,200.00	\$0.00	\$0.00	0	\$138.81	0	\$0.00	\$80,061.19	100
00600 CAPITAL OUTLAY									
05600 SCBA'S	\$28,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$28,000.00	100
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05609 TRAILER FOR CRIBBING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05620 BRUSH TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05623 RADIO/PAGERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05624 BUNKER/PPE GEAR	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,000.00	100
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$36,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$36,000.00	100
00700 DEBT SERVICE									
05700 PRINCIPAL PAYMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05701 PAYOFF OF TRUCK BOND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05702 FD PUMPER TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total FIRE DEPARTMENT	\$849,610.00	\$0.00	\$28,004.49	3	\$97,220.56	11	\$0.00	\$752,389.44	89
300 POLICE									
00100 PERSONAL SERVICES									
05100 SALARIES	\$484,000.00	\$0.00	\$19,251.81	4	\$64,520.71	13	\$0.00	\$419,479.29	87
05101 OVERTIME	\$30,000.00	\$0.00	\$1,644.44	5	\$5,691.74	19	\$0.00	\$24,308.26	81
05103 ANNUAL BONUS	\$1,520.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,520.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05104 SOCIAL SECURITY	\$34,100.00	\$0.00	\$1,536.13	5	\$5,185.63	15	\$0.00	\$28,914.37	85
05105 RETIREMENT CONTRIBUTIONS	\$100,510.00	\$0.00	\$4,438.36	4	\$14,913.12	15	\$0.00	\$85,596.88	85
05106 HEALTH INSURANCE CONTRIBUTIONS	\$75,500.00	\$0.00	\$6,975.24	9	\$18,065.76	24	\$0.00	\$57,434.24	76
05107 WORKERS COMPENSATION	\$28,000.00	\$0.00	\$0.00	0	\$7,500.00	27	\$0.00	\$20,500.00	73
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$753,630.00	\$0.00	\$33,845.98	4	\$115,876.96	15	\$0.00	\$637,753.04	85
00200 COMMODITIES									
05201 FUEL	\$28,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$28,000.00	100
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$254.32	10	\$383.11	15	\$0.00	\$2,116.89	85
05206 VEHICLE MAINT/REPAIR	\$10,000.00	\$0.00	\$0.00	0	\$211.97	2	\$0.00	\$9,788.03	98
05208 UNIFORMS	\$13,000.00	\$0.00	\$0.00	0	\$402.80	3	\$0.00	\$12,597.20	97
05209 JANITORIAL SUPPLIES	\$1,000.00	\$0.00	\$261.94	26	\$261.94	26	\$0.00	\$738.06	74
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05215 BUILDING MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05222 SUPPLIES	\$6,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,500.00	100
05224 POLICE K9	\$0.00	\$0.00	\$61.09	0	\$61.09	0	\$0.00	(\$61.09)	0
05226 DRUG SEIZURE EXPENSE	\$0.00	\$0.00	\$0.00	0	\$1,693.00	0	\$0.00	(\$1,693.00)	0
05232 MATERIAL/SCRAP RECOVERY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$62,500.00	\$0.00	\$577.35	1	\$3,013.91	5	\$0.00	\$59,486.09	95
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05301 TELEPHONES	\$2,900.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$2,856.19	98
05302 TRAVEL AND TRAINING	\$5,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,500.00	100
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100

010 CITY GENERAL FUND
 300 POLICE
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05307 PUBLIC RELATIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05311 RADAR CERTIFICATION	\$600.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$600.00	100
05312 NARCOTICS BUY MONEY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05315 POLICE FUND	\$1,000.00	\$0.00	\$261.94	26	\$261.94	26	\$0.00	\$738.06	74
05318 SOFTWARE	\$9,000.00	\$0.00	\$0.00	0	\$286.00	3	\$0.00	\$8,714.00	97
05319 PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
05320 MEDICAL PROFESS. SERVICES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05352 JANITORIAL EXPENSE	\$2,400.00	\$0.00	\$0.00	0	\$300.00	13	\$0.00	\$2,100.00	88
05357 EQUIPMENT RENTAL/LEASE	\$9,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05359 EQUIPMENT PURCHASE	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05373 JUVENILE DETENTION	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05376 E-TICKET FOR VEHICLES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05381 DRUG SEIZURE EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05389 DONATIONS EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$71,400.00	\$0.00	\$261.94	0	\$891.75	1	\$0.00	\$70,508.25	99
00600 CAPITAL OUTLAY									
05601 VEHICLES/EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

**010 CITY GENERAL FUND
300 POLICE
00600 CAPITAL OUTLAY**

**City Of Westminster
Expenditure Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00700 DEBT SERVICE									
05703 PD VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total POLICE	\$887,530.00	\$0.00	\$34,685.27	4	\$119,782.62	13	\$0.00	\$767,747.38	87
400 RECREATION									
00600 CAPITAL OUTLAY									
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total RECREATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
500 CODES									
00100 PERSONAL SERVICES									
05100 SALARIES	\$19,330.00	\$0.00	\$1,485.60	8	\$4,456.81	23	\$0.00	\$14,873.19	77
05101 OVERTIME	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05103 ANNUAL BONUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$1,480.00	\$0.00	\$101.93	7	\$305.79	21	\$0.00	\$1,174.21	79
05105 RETIREMENT CONTRIBUTIONS	\$3,780.00	\$0.00	\$275.73	7	\$827.19	22	\$0.00	\$2,952.81	78
05106 HEALTH INSURANCE CONTRIBUTIONS	\$6,500.00	\$0.00	\$1,020.56	16	\$3,061.68	47	\$0.00	\$3,438.32	53
05112 UNEMPLOYEMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$31,090.00	\$0.00	\$2,883.82	9	\$8,651.47	28	\$0.00	\$22,438.53	72
00200 COMMODITIES									
05201 FUEL	\$800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$800.00	100
05202 OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05206 VEHICLE MAINT/REPAIR	\$250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05214 PRINTING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Commodities	\$3,050.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,050.00	100
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05301 TELEPHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05302 TRAVEL AND TRAINING	\$500.00	\$0.00	\$0.00	0	\$60.00	12	\$0.00	\$440.00	88
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05306 ADVERTISING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05318 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05367 ZONING/COMP PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05385 CODE SERVICES CONTRACT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05386 ABATEMENT EXPENSES	\$14,750.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$14,750.00	100
Total Contractual Services	\$15,750.00	\$0.00	\$0.00	0	\$60.00	0	\$0.00	\$15,690.00	100
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total CODES	\$49,890.00	\$0.00	\$2,883.82	6	\$8,711.47	17	\$0.00	\$41,178.53	83
600 PUBLIC WORKS									
00100 PERSONAL SERVICES									
05100 SALARIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05101 OVERTIME	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05103 ANNUAL BONUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05104 SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05105 RETIREMENT CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05106 HEALTH INSURANCE CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05107 WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

010 CITY GENERAL FUND
 600 PUBLIC WORKS
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00200 COMMODITIES									
05201 FUEL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05206 VEHICLE MAINT/REPAIR	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05208 UNIFORMS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$13.23	1	\$23.25	2	\$0.00	\$976.75	98
05212 EQUIPMENT PURCHASED	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05215 BUILDING MAINT.	\$5,000.00	\$0.00	\$32.40	1	\$32.40	1	\$384.80	\$4,582.80	92
05216 MATERIALS - MAINT.	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$61.16	\$1,938.84	97
05222 SUPPLIES	\$1,000.00	\$0.00	\$58.29	6	\$102.17	10	\$0.00	\$897.83	90
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$54.31	\$945.69	95
Total Commodities	\$13,000.00	\$0.00	\$103.92	1	\$157.82	1	\$500.27	\$12,341.91	95
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05301 TELEPHONES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05302 TRAVEL AND TRAINING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$12,800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,800.00	100
05316 RAILROAD PROPERTY RENTAL	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100

010 CITY GENERAL FUND
 600 PUBLIC WORKS
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05320 MEDICAL PROFESS. SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05325 SECURITY MONITORING	\$750.00	\$0.00	\$0.00	0	\$120.00	16	\$0.00	\$630.00	84
05341 ASPHALT/PAVING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05352 JANITORIAL EXPENSE	\$5,500.00	\$0.00	\$0.00	0	\$300.00	5	\$0.00	\$5,200.00	95
05357 EQUIPMENT RENTAL/LEASE	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05360 HAND POWER / HYDRAULIC TOOLS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05363 R.O.W. MAINTENANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05364 MOSQUITO SPRAYING	\$7,900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$7,900.00	100
05365 CONTRACTUAL SERVICES	\$1,000.00	\$0.00	\$0.00	0	\$284.00	28	\$0.00	\$716.00	72
05374 GARBAGE PERMIT FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$30,850.00	\$0.00	\$0.00	0	\$704.00	2	\$0.00	\$30,146.00	98
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05607 FIELD/FACILITY IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05616 C FUNDS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05631 LEGION DRIVE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
Total Capital Outlay	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
00700 DEBT SERVICE									
05708 GARBAGE TRUCK PRINCIPAL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total PUBLIC WORKS	\$45,850.00	\$0.00	\$103.92	0	\$861.82	2	\$500.27	\$44,487.91	97
700 NON DEPARTMENTAL									

**010 CITY GENERAL FUND
700 NON DEPARTMENTAL
00100 PERSONAL SERVICES**

**City Of Westminster
Expenditure Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
00100 PERSONAL SERVICES									
05113 PAYROLL ADJUSTMENTS	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
Total Personal Services	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
00200 COMMODITIES									
05209 JANITORIAL SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05210 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05317 TRANSFER TO CHAMBER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05377 SOLID WASTE TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05384 TRANSFER TO YOUTH RECREATION	\$36,219.00	\$0.00	\$0.00	0	\$9,054.75	25	\$0.00	\$27,164.25	75
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$36,219.00	\$0.00	\$0.00	0	\$9,054.75	25	\$0.00	\$27,164.25	75
00600 CAPITAL OUTLAY									
05602 DEPOT HANDRAIL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05604 VEHICLES	\$165,000.00	\$0.00	\$0.00	0	\$114,524.00	69	\$0.00	\$50,476.00	31
05616 C FUNDS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05617 CAPITAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05622 ARCHITECTURAL STUDY CITY HALL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05648 PUBLIC SAFETY VEHICLES UPFIT	\$23,000.00	\$0.00	\$131.98	1	\$131.98	1	\$0.00	\$22,868.02	99
05653 ARC DOWNTOWN MASTER PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$188,000.00	\$0.00	\$131.98	0	\$114,655.98	61	\$0.00	\$73,344.02	39
00700 DEBT SERVICE									
05717 2023 LEASE/PURCHASE	\$50,659.22	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,659.22	100
05718 2024 LEASE PURCHASE	\$31,964.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$31,964.00	100

010 CITY GENERAL FUND
 700 NON DEPARTMENTAL
 00700 DEBT SERVICE

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Debt Service	\$82,623.22	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$82,623.22	100
00800 OTHER									
05800 GRANTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NON DEPARTMENTAL	\$316,842.22	\$0.00	\$131.98	0	\$123,710.73	39	\$0.00	\$193,131.49	61
800 ANDERSON PARK									
00200 COMMODITIES									
05209 JANITORIAL SUPPLIES	\$1,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,400.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05215 BUILDING MAINT.	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05216 MATERIALS - MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05222 SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05313 UTILITIES PURCH FROM WUD	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
Total Commodities	\$11,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,400.00	100
Total ANDERSON PARK	\$11,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,400.00	100
Total CITY GENERAL FUND	\$2,708,287.22	\$0.00	\$89,518.01	3	\$465,998.52	17	\$500.27	\$2,241,788.43	83

020 UTILITY DEPT. GENERAL FUND
 150 UTILITY ADMINISTRATION
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

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									
05100 SALARIES	\$377,000.00	\$0.00	\$8,436.14	2	\$21,164.34	6	\$0.00	\$355,835.66	94
05101 OVERTIME	\$1,500.00	\$0.00	\$29.36	2	\$58.72	4	\$0.00	\$1,441.28	96
05103 ANNUAL BONUS	\$1,005.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,005.00	100
05104 SOCIAL SECURITY	\$29,000.00	\$0.00	\$613.65	2	\$1,545.07	5	\$0.00	\$27,454.93	95
05105 RETIREMENT CONTRIBUTIONS	\$71,200.00	\$0.00	\$1,571.20	2	\$3,939.01	6	\$0.00	\$67,260.99	94
05106 HEALTH INSURANCE CONTRIBUTIONS	\$57,900.00	\$0.00	\$1,845.80	3	\$5,537.40	10	\$0.00	\$52,362.60	90
05107 WORKERS COMPENSATION	\$8,000.00	\$0.00	\$0.00	0	\$2,500.00	31	\$0.00	\$5,500.00	69
05108 EMPLOYEE BONDING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYEMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05114 VEHICLE ALLOWANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$545,605.00	\$0.00	\$12,496.15	2	\$34,744.54	6	\$0.00	\$510,860.46	94
00200 COMMODITIES									
05200 POSTAGE	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05201 FUEL	\$4,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,500.00	100
05202 OFFICE SUPPLIES	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05205 AWARDS / FLOWERS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05206 VEHICLE MAINT/REPAIR	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05208 UNIFORMS	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05209 JANITORIAL SUPPLIES	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05210 MISCELLANEOUS	\$1,500.00	\$0.00	\$0.00	0	\$159.88	11	\$0.00	\$1,340.12	89
05211 SERVICE FEES	\$45,000.00	\$0.00	\$192.50	0	\$254.75	1	\$0.00	\$44,745.25	99
05212 EQUIPMENT PURCHASED	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05215 BUILDING MAINT.	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05216 MATERIALS - MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05222 SUPPLIES	\$1,800.00	\$0.00	\$0.00	0	\$635.77	35	\$0.00	\$1,164.23	65
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05228 BANK ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$74,700.00	\$0.00	\$192.50	0	\$1,050.40	1	\$0.00	\$73,649.60	99
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05301 TELEPHONES	\$3,000.00	\$0.00	\$0.00	0	\$43.82	1	\$0.00	\$2,956.18	99
05302 TRAVEL AND TRAINING	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$90.00	\$2,910.00	97
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$2,500.00	\$0.00	\$0.00	0	\$185.00	7	\$0.00	\$2,315.00	93
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05308 OFFICE EQUIP/RENTAL/LEASE	\$2,000.00	\$0.00	\$0.00	0	\$45.42	2	\$0.00	\$1,954.58	98
05310 MISCELLANEOUS	\$5,000.00	\$0.00	\$26.00	1	\$32.00	1	\$0.00	\$4,968.00	99
05313 UTILITIES PURCH FROM WUD	\$9,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,000.00	100
05318 SOFTWARE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$35,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$35,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$0.00	\$0.00	\$0.00	0	\$47.50	0	\$0.00	(\$47.50)	0
05321 COMPUTER MAINTENANCE	\$7,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$7,500.00	100
05323 VEHICLE & PROPERTY INSURANCE	\$55,000.00	\$0.00	\$0.00	0	\$35,561.75	65	\$0.00	\$19,438.25	35
05324 ALLOCATION TO CITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05326 FRANCHISE FEE	\$426,621.00	\$0.00	\$0.00	0	\$35,551.75	8	\$0.00	\$391,069.25	92
05327 ONLINE UTILITY EXCHANGE	\$1,000.00	\$0.00	\$64.51	6	\$64.51	6	\$0.00	\$935.49	94

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05328 CUSTOMER REFUNDS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05336 SC SALES TAX	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05352 JANITORIAL EXPENSE	\$4,500.00	\$0.00	\$0.00	0	\$300.00	7	\$0.00	\$4,200.00	93
05358 EQUIPMENT REPAIR & MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05360 HAND POWER / HYDRAULIC TOOLS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05363 R.O.W. MAINTENANCE	\$66,000.00	\$0.00	\$5,500.00	8	\$11,000.00	17	\$0.00	\$55,000.00	83
05365 CONTRACTUAL SERVICES	\$58,000.00	\$0.00	\$202.51	0	\$4,874.08	8	\$0.00	\$53,125.92	92
05366 EV CHARGING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05375 RECORDS CHECK	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05379 LEGAL SERVICES	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$20,000.00	100
05393 SCAMPS	\$2,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,200.00	100
05394 CITY COUNCIL TRAVEL & TRAINING	\$12,000.00	\$0.00	\$0.00	0	\$944.80	8	\$0.00	\$11,055.20	92
05395 CITY COUNCIL MEMBER & SUBSCRIP	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
Total Contractual Services	\$718,821.00	\$0.00	\$5,793.02	1	\$88,650.63	12	\$90.00	\$630,080.37	88
00407 MISCELLANEOUS & OTHER									
40745 OLD VOIDED CHECKS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Miscellaneous & Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05601 VEHICLES/EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05603 OPEN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05618 FIRE BAY DEMOLITION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total UTILITY ADMINISTRATION	\$1,339,126.00	\$0.00	\$18,481.67	1	\$124,445.57	9	\$90.00	\$1,214,590.43	91
250 ELECTRIC									
00100 PERSONAL SERVICES									
05100 SALARIES	\$250,400.00	\$0.00	\$6,167.33	2	\$16,781.43	7	\$0.00	\$233,618.57	93
05101 OVERTIME	\$13,000.00	\$0.00	\$641.66	5	\$1,469.92	11	\$0.00	\$11,530.08	89
05103 ANNUAL BONUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05104 SOCIAL SECURITY	\$18,500.00	\$0.00	\$504.03	3	\$1,345.65	7	\$0.00	\$17,154.35	93
05105 RETIREMENT CONTRIBUTIONS	\$48,610.00	\$0.00	\$1,263.75	3	\$3,387.46	7	\$0.00	\$45,222.54	93
05106 HEALTH INSURANCE CONTRIBUTIONS	\$30,750.00	\$0.00	\$1,769.02	6	\$5,307.06	17	\$0.00	\$25,442.94	83
05107 WORKERS COMPENSATION	\$19,000.00	\$0.00	\$0.00	0	\$7,000.00	37	\$0.00	\$12,000.00	63
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$381,260.00	\$0.00	\$10,345.79	3	\$35,291.52	9	\$0.00	\$345,968.48	91
00200 COMMODITIES									
05201 FUEL	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$1,004.93	\$18,995.07	95
05202 OFFICE SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$67.29	3	\$0.00	\$1,932.71	97
05206 VEHICLE MAINT/REPAIR	\$30,000.00	\$0.00	\$0.00	0	\$600.00	2	\$0.00	\$29,400.00	98
05208 UNIFORMS	\$8,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,500.00	100
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05212 EQUIPMENT PURCHASED	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05216 MATERIALS - MAINT.	\$160,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$160,000.00	100
05217 MATERIALS - EXTENSION	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05222 SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$352.90	18	\$42.67	\$1,604.43	80
05223 TOOLS	\$6,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,500.00	100
05229 ELECTRIC DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05232 MATERIAL/SCRAP RECOVERY	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05233 METER MAINTENANCE	\$35,000.00	\$0.00	\$0.00	0	\$0.00	0	\$626.24	\$34,373.76	98
Total Commodities	\$280,500.00	\$0.00	\$0.00	0	\$1,020.19	0	\$1,673.84	\$277,805.97	99
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05301 TELEPHONES	\$1,900.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$1,856.19	98
05302 TRAVEL AND TRAINING	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05310 MISCELLANEOUS	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05313 UTILITIES PURCH FROM WUD	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05319 PROFESSIONAL SERVICES	\$70,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$70,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05336 SC SALES TAX	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05338 ROW LIABILITIES	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05340 ENERGY PURCHASED	\$2,630,052.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,630,052.00	100
05352 JANITORIAL EXPENSE	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05360 HAND POWER / HYDRAULIC TOOLS	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05361 HEAVY DUTY EQUIP RENT/LEASE	\$1,000.00	\$0.00	\$0.00	0	\$344.09	34	\$0.00	\$655.91	66
05365 CONTRACTUAL SERVICES	\$90,000.00	\$0.00	\$0.00	0	\$1,470.00	2	\$0.00	\$88,530.00	98
05366 EV CHARGING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05371 CUT LINES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05396 PMPA BOND SETTLEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$2,829,452.00	\$0.00	\$0.00	0	\$1,857.90	0	\$0.00	\$2,827,594.10	100

020 UTILITY DEPT. GENERAL FUND
 250 ELECTRIC
 00600 CAPITAL OUTLAY

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05608 TRANSFORMERS	\$25,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$25,000.00	100
05632 RECONDUCTOR TO RAW WATER STAT	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
05633 TRANSFORMER INSTALLATION	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05634 SCIIP (RIA) GRANT PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$80,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$80,000.00	100
05639 WESTMINSTER CROSSING PROJECT	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05642 SUBSTATION REPAIRS	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100
Total Capital Outlay	\$137,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$137,500.00	100
Total ELECTRIC	\$3,628,712.00	\$0.00	\$10,345.79	0	\$38,169.61	1	\$1,673.84	\$3,588,868.55	99
350 WATER									
00100 PERSONAL SERVICES									
05100 SALARIES	\$240,500.00	\$0.00	\$11,488.48	5	\$34,861.72	14	\$0.00	\$205,638.28	86
05101 OVERTIME	\$15,000.00	\$0.00	\$522.93	3	\$2,229.39	15	\$0.00	\$12,770.61	85
05103 ANNUAL BONUS	\$1,420.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,420.00	100
05104 SOCIAL SECURITY	\$17,400.00	\$0.00	\$872.31	5	\$2,697.78	16	\$0.00	\$14,702.22	84
05105 RETIREMENT CONTRIBUTIONS	\$48,000.00	\$0.00	\$2,229.33	5	\$6,884.14	14	\$0.00	\$41,115.86	86
05106 HEALTH INSURANCE CONTRIBUTIONS	\$32,000.00	\$0.00	\$4,059.08	13	\$7,023.56	22	\$0.00	\$24,976.44	78
05107 WORKERS COMPENSATION	\$13,800.00	\$0.00	\$0.00	0	\$5,320.25	39	\$0.00	\$8,479.75	61
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$368,120.00	\$0.00	\$19,172.13	5	\$59,016.84	16	\$0.00	\$309,103.16	84
00200 COMMODITIES									
05200 POSTAGE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

020 UTILITY DEPT. GENERAL FUND
 350 WATER
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05201 FUEL	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$1,004.91	\$18,995.09	95
05202 OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$67.29	2	\$0.00	\$2,932.71	98
05206 VEHICLE MAINT/REPAIR	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$20,000.00	100
05208 UNIFORMS	\$6,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,000.00	100
05209 JANITORIAL SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05210 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05212 EQUIPMENT PURCHASED	\$6,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,000.00	100
05213 CHEMICALS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05215 BUILDING MAINT.	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
05216 MATERIALS - MAINT.	\$182,000.00	\$0.00	\$0.00	0	\$2,205.81	1	\$1,024.88	\$178,769.31	98
05217 MATERIALS - EXTENSION	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100
05222 SUPPLIES	\$5,000.00	\$0.00	\$0.00	0	\$352.90	7	\$42.67	\$4,604.43	92
05223 TOOLS	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05230 WATER DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05232 MATERIAL/SCRAP RECOVERY	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05233 METER MAINTENANCE	\$70,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$70,000.00	100
Total Commodities	\$340,500.00	\$0.00	\$0.00	0	\$2,626.00	1	\$2,072.46	\$335,801.54	99
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,300.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,300.00	100
05301 TELEPHONES	\$2,200.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$2,156.19	98
05302 TRAVEL AND TRAINING	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05313 UTILITIES PURCH FROM WUD	\$50,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,000.00	100
05314 UTILITIES PURCH FROM OTHER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05338 ROW LIABILITIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05339 PURCHASED WATER	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
05341 ASPHALT/PAVING	\$38,000.00	\$0.00	\$0.00	0	\$10,509.06	28	\$0.00	\$27,490.94	72
05342 H2O QUALITY REPORT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05343 WATER SAMPLING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05344 DHEC/INTERAL FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05345 LAB EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05346 PUMP STATION RAW WATER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05347 WASTE HANDLING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05348 GENERATOR	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05349 SCADA MAINTENANCE	\$15,500.00	\$0.00	\$0.00	0	\$0.00	0	\$58.28	\$15,441.72	100
05350 PUMP STATION MAINT/REPAIR	\$19,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$19,000.00	100
05351 ELEVATED TANK MAINT.	\$45,000.00	\$0.00	\$0.00	0	\$11,576.89	26	\$30,423.11	\$3,000.00	7
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05353 HYDRANT MAINTENANCE	\$17,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$17,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$12,500.00	\$0.00	\$0.00	0	\$14.84	0	\$1,653.50	\$10,831.66	87
05360 HAND POWER / HYDRAULIC TOOLS	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05361 HEAVY DUTY EQUIP RENT/LEASE	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05365 CONTRACTUAL SERVICES	\$18,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$18,000.00	100

020 UTILITY DEPT. GENERAL FUND
 350 WATER
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05371 CUT LINES	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
Total Contractual Services	\$244,000.00	\$0.00	\$0.00	0	\$22,144.60	9	\$32,134.89	\$189,720.51	78
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05605 HWY 76 WATER LINE MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05606 COBB BRIDGE RD WATER LINE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$171,000.00	\$0.00	\$0.00	0	\$44,998.00	26	\$123,712.00	\$2,290.00	1
05640 WATER LINE LONG CRK HWY/US 76	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05649 RIA GRANT EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05651 LOCAL RIA MATCH EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05663 USDA-RD SHORT LIVED ASSET RESE	\$94,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$94,000.00	100
Total Capital Outlay	\$265,000.00	\$0.00	\$0.00	0	\$44,998.00	17	\$123,712.00	\$96,290.00	36
00700 DEBT SERVICE									
05704 2005 WATER PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05706 2014 UTILITY REV BOND PRINCIPA	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05710 2015 UTILITY REV BOND INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05711 2014 UTILITY BOND REV INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05716 CONSERFUND LOAN	\$40,115.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$40,115.00	100
05720 USDA LOAN	\$352,032.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$352,032.00	100
05721 RESERVE	\$29,340.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$29,340.00	100
05722 HALF YEAR INTEREST FOR LOAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$421,487.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$421,487.00	100
Total WATER	\$1,639,107.00	\$0.00	\$19,172.13	1	\$128,785.44	8	\$157,919.35	\$1,352,402.21	83

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
450 SEWER									
00100 PERSONAL SERVICES									
05100 SALARIES	\$118,000.00	\$0.00	\$3,736.21	3	\$10,979.52	9	\$0.00	\$107,020.48	91
05101 OVERTIME	\$13,000.00	\$0.00	\$134.64	1	\$607.01	5	\$0.00	\$12,392.99	95
05103 ANNUAL BONUS	\$700.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$700.00	100
05104 SOCIAL SECURITY	\$8,500.00	\$0.00	\$276.40	3	\$827.18	10	\$0.00	\$7,672.82	90
05105 RETIREMENT CONTRIBUTIONS	\$21,800.00	\$0.00	\$718.43	3	\$2,150.46	10	\$0.00	\$19,649.54	90
05106 HEALTH INSURANCE CONTRIBUTIONS	\$24,800.00	\$0.00	\$2,803.06	11	\$8,409.18	34	\$0.00	\$16,390.82	66
05107 WORKERS COMPENSATION	\$10,500.00	\$0.00	\$0.00	0	\$5,320.25	51	\$0.00	\$5,179.75	49
05113 PAYROLL ADJUSTMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$197,300.00	\$0.00	\$7,668.74	4	\$28,293.60	14	\$0.00	\$169,006.40	86
00200 COMMODITIES									
05201 FUEL	\$18,000.00	\$0.00	\$0.00	0	\$0.00	0	\$1,004.91	\$16,995.09	94
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$67.28	7	\$0.00	\$932.72	93
05203 RADIO/PAGERS	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05206 VEHICLE MAINT/REPAIR	\$10,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,500.00	100
05208 UNIFORMS	\$4,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,500.00	100
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05212 EQUIPMENT PURCHASED	\$6,000.00	\$0.00	\$0.00	0	\$339.19	6	\$0.00	\$5,660.81	94
05216 MATERIALS - MAINT.	\$10,000.00	\$0.00	\$0.00	0	\$352.72	4	\$0.00	\$9,647.28	96
05222 SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$352.90	18	\$42.67	\$1,604.43	80
05223 TOOLS	\$4,300.00	\$0.00	\$0.00	0	\$0.00	0	\$61.46	\$4,238.54	99
05231 SEWER DEPRECIATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05232 MATERIAL/SCRAP RECOVERY	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Commodities	\$64,300.00	\$0.00	\$0.00	0	\$1,112.09	2	\$1,109.04	\$62,078.87	97
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05301 TELEPHONES	\$1,800.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$1,756.19	98
05302 TRAVEL AND TRAINING	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05310 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05313 UTILITIES PURCH FROM WUD	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05319 PROFESSIONAL SERVICES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05320 MEDICAL PROFESS. SERVICES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05329 OCONEE COUNTY SEWER BILL	\$557,209.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$557,209.00	100
05341 ASPHALT/PAVING	\$20,000.00	\$0.00	\$0.00	0	\$3,090.94	15	\$0.00	\$16,909.06	85
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05357 EQUIPMENT RENTAL/LEASE	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$12,000.00	\$0.00	\$0.00	0	\$474.20	4	\$0.00	\$11,525.80	96
05360 HAND POWER / HYDRAULIC TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05365 CONTRACTUAL SERVICES	\$30,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$30,000.00	100
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$634,009.00	\$0.00	\$0.00	0	\$3,608.95	1	\$0.00	\$630,400.05	99
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05610 MANHOLE REPLACEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05611 MIMOSA SEWER REPLACEMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05612 FLOW METERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05613 HAMPTON STREET SEWER MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05621 BACKHOE PURCHASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05625 PRITCHARD/PARK AVE REHAB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05626 SEWER RIGHT-A-WAY CLEARING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$24,000.00	\$0.00	\$0.00	0	\$19,975.00	83	\$0.00	\$4,025.00	17
05641 BEACON MILL PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$24,000.00	\$0.00	\$0.00	0	\$19,975.00	83	\$0.00	\$4,025.00	17
Total SEWER	\$919,609.00	\$0.00	\$7,668.74	1	\$52,989.64	6	\$1,109.04	\$865,510.32	94
550 WATER PLANT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$246,500.00	\$0.00	\$8,881.89	4	\$26,542.65	11	\$0.00	\$219,957.35	89
05101 OVERTIME	\$5,000.00	\$0.00	\$309.33	6	\$1,821.02	36	\$0.00	\$3,178.98	64
05103 ANNUAL BONUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05104 SOCIAL SECURITY	\$18,500.00	\$0.00	\$801.44	4	\$2,445.50	13	\$0.00	\$16,054.50	87
05105 RETIREMENT CONTRIBUTIONS	\$47,200.00	\$0.00	\$2,001.57	4	\$6,104.62	13	\$0.00	\$41,095.38	87
05106 HEALTH INSURANCE CONTRIBUTIONS	\$28,000.00	\$0.00	\$2,294.00	8	\$6,882.00	25	\$0.00	\$21,118.00	75
05107 WORKERS COMPENSATION	\$8,000.00	\$0.00	\$0.00	0	\$2,500.00	31	\$0.00	\$5,500.00	69
05109 PART TIME EMPLOYEES	\$12,500.00	\$0.00	\$1,593.12	13	\$4,527.56	36	\$0.00	\$7,972.44	64
Total Personal Services	\$366,700.00	\$0.00	\$15,881.35	4	\$50,823.35	14	\$0.00	\$315,876.65	86
00200 COMMODITIES									
05200 POSTAGE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05201 FUEL	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$3,000.00	\$1,000.00	25
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$32.49	1	\$0.00	\$2,467.51	99
05206 VEHICLE MAINT/REPAIR	\$2,500.00	\$0.00	\$229.38	9	\$229.38	9	\$0.00	\$2,270.62	91
05208 UNIFORMS	\$2,250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,250.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05209 JANITORIAL SUPPLIES	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$1,500.00	\$0.00	0
05210 MISCELLANEOUS	\$250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250.00	100
05213 CHEMICALS	\$65,000.00	\$0.00	\$0.00	0	\$7,479.36	12	\$0.00	\$57,520.64	88
05215 BUILDING MAINT.	\$38,500.00	\$0.00	\$0.00	0	\$2,852.84	7	\$18,081.94	\$17,565.22	46
05222 SUPPLIES	\$1,000.00	\$0.00	\$88.05	9	\$175.40	18	\$0.00	\$824.60	82
05232 MATERIAL/SCRAP RECOVERY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$118,500.00	\$0.00	\$317.43	0	\$10,769.47	9	\$22,581.94	\$85,148.59	72
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,500.00	\$0.00	\$0.00	0	\$73.00	2	\$1,607.00	\$1,820.00	52
05301 TELEPHONES	\$1,800.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$1,756.19	98
05302 TRAVEL AND TRAINING	\$6,000.00	\$0.00	\$0.00	0	\$152.42	3	\$611.00	\$5,236.58	87
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$298,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$298,000.00	100
05314 UTILITIES PURCH FROM OTHER	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100
05319 PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
05320 MEDICAL PROFESS. SERVICES	\$650.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$650.00	100
05342 H2O QUALITY REPORT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05343 WATER SAMPLING	\$11,500.00	\$0.00	\$0.00	0	\$0.00	0	\$7,000.00	\$4,500.00	39
05344 DHEC/INTERAL FEES	\$20,000.00	\$0.00	\$0.00	0	\$0.00	0	\$20,000.00	\$0.00	0
05345 LAB EXPENSE	\$40,000.00	\$0.00	\$0.00	0	\$1,857.37	5	\$30,358.64	\$7,783.99	19
05347 WASTE HANDLING	\$5,000.00	\$0.00	\$0.00	0	\$106.25	2	\$3,800.00	\$1,093.75	22
05348 GENERATOR	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$8,000.00	\$0.00	0
05349 SCADA MAINTENANCE	\$4,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,500.00	100

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05350 PUMP STATION MAINT/REPAIR	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05358 EQUIPMENT REPAIR & MAINT.	\$38,000.00	\$0.00	\$0.00	0	\$301.40	1	\$10,813.05	\$26,885.55	71
05365 CONTRACTUAL SERVICES	\$20,000.00	\$0.00	\$0.00	0	\$141.75	1	\$13,808.91	\$6,049.34	30
05371 CUT LINES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$484,950.00	\$0.00	\$0.00	0	\$2,676.00	1	\$95,998.60	\$386,275.40	80
00600 CAPITAL OUTLAY									
05627 DEMOLITION OF RAMSEY CREEK PUM	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$2,420.67	\$5,579.33	70
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$159,941.06	(\$159,941.06)	0
Total Capital Outlay	\$8,000.00	\$0.00	\$0.00	0	\$0.00	0	\$162,361.73	(\$154,361.73)	(1930)
Total WATER PLANT	\$978,150.00	\$0.00	\$16,198.78	2	\$64,268.82	7	\$280,942.27	\$632,938.91	65
650 NON DEPARTMENTAL									
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00700 DEBT SERVICE									
05706 2014 UTILITY REV BOND PRINCIPA	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05707 2015 UTILITY REV BOND PRINCIPA	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05710 2015 UTILITY REV BOND INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05711 2014 UTILITY BOND REV INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05715 2022 LEASE/PURCHASE	\$77,001.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$77,001.00	100
05717 2023 LEASE/PURCHASE	\$39,527.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$39,527.00	100
05718 2024 LEASE PURCHASE	\$24,588.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$24,588.00	100
Total Debt Service	\$141,116.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$141,116.00	100

020 UTILITY DEPT. GENERAL FUND
 650 NON DEPARTMENTAL
 00800 OTHER

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
00800 OTHER									
05853 CONTINGENCY APPROPRIATION	\$66,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$66,200.00	100
Total Other	\$66,200.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$66,200.00	100
Total NON DEPARTMENTAL	\$207,316.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$207,316.00	100
700 NON DEPARTMENTAL									
00100 PERSONAL SERVICES									
05113 PAYROLL ADJUSTMENTS	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100
05156 CONTINGENCY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,000.00	100
00300 CONTRACTUAL SERVICES									
05377 SOLID WASTE TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 OTHER									
05801 TRANSFER TO CITY GF	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05852 RESERVED - FUTURE IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05853 CONTINGENCY APPROPRIATION	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
Total Other	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
Total NON DEPARTMENTAL	\$15,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$15,400.00	100
Total UTILITY DEPT. GENERAL FUND	\$8,727,420.00	\$0.00	\$71,867.11	1	\$408,659.08	5	\$441,734.50	\$7,877,026.42	90

030 SOLID WASTE
005 EXPENSE
00515 EXPENSE

City Of Westminster
Expenditure Report
Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
030 SOLID WASTE									
005 EXPENSE									
00515 EXPENSE									
05851 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Expense	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
083 NO DESCRIPTION FOUND									
00700 DEBT SERVICE									
05712 GARBAGE TRUCK INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Debt Service	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NO DESCRIPTION FOUND	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
900 SOLID WASTE									
00100 PERSONAL SERVICES									
05100 SALARIES	\$193,704.00	\$0.00	\$9,625.90	5	\$29,172.94	15	\$0.00	\$164,531.06	85
05101 OVERTIME	\$10,000.00	\$0.00	\$259.34	3	\$1,022.88	10	\$0.00	\$8,977.12	90
05103 ANNUAL BONUS	\$1,050.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,050.00	100
05104 SOCIAL SECURITY	\$15,100.00	\$0.00	\$716.29	5	\$2,190.24	15	\$0.00	\$12,909.76	85
05105 RETIREMENT CONTRIBUTIONS	\$35,800.00	\$0.00	\$1,834.70	5	\$5,604.35	16	\$0.00	\$30,195.65	84
05106 HEALTH INSURANCE CONTRIBUTIONS	\$39,900.00	\$0.00	\$3,841.04	10	\$11,523.12	29	\$0.00	\$28,376.88	71
05107 WORKERS COMPENSATION	\$5,000.00	\$0.00	\$0.00	0	\$2,500.00	50	\$0.00	\$2,500.00	50
05109 PART TIME EMPLOYEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05112 UNEMPLOYEMENT INSURANCE REIMB	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Personal Services	\$300,554.00	\$0.00	\$16,277.27	5	\$52,013.53	17	\$0.00	\$248,540.47	83
00200 COMMODITIES									
05201 FUEL	\$15,000.00	\$0.00	\$0.00	0	\$0.00	0	\$1,004.92	\$13,995.08	93
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05206 VEHICLE MAINT/REPAIR	\$39,650.00	\$0.00	\$0.00	0	\$30.25	0	\$268.40	\$39,351.35	99
05208 UNIFORMS	\$6,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,500.00	100

030 SOLID WASTE
 900 SOLID WASTE
 00200 COMMODITIES

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05211 SERVICE FEES	\$500.00	\$0.00	\$33.00	7	\$65.25	13	\$0.00	\$434.75	87
05212 EQUIPMENT PURCHASED	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05215 BUILDING MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05216 MATERIALS - MAINT.	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$74.05	\$925.95	93
05221 DEPRECIATION EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05222 SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$0.00	0	\$747.73	\$2,252.27	75
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05225 TRASH CAN/DUMP REPLAC/PARTS	\$18,430.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$18,430.00	100
05232 MATERIAL/SCRAP RECOVERY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$90,080.00	\$0.00	\$33.00	0	\$95.50	0	\$2,095.10	\$87,889.40	98
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05301 TELEPHONES	\$2,400.00	\$0.00	\$0.00	0	\$43.81	2	\$0.00	\$2,356.19	98
05302 TRAVEL AND TRAINING	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05306 ADVERTISING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05313 UTILITIES PURCH FROM WUD	\$3,800.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,800.00	100
05319 PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05323 VEHICLE & PROPERTY INSURANCE	\$8,000.00	\$0.00	\$0.00	0	\$8,000.00	100	\$0.00	\$0.00	0
05352 JANITORIAL EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

030 SOLID WASTE
 900 SOLID WASTE
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05357 EQUIPMENT RENTAL/LEASE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05358 EQUIPMENT REPAIR & MAINT.	\$10,000.00	\$0.00	\$26.48	0	\$176.48	2	\$0.00	\$9,823.52	98
05360 HAND POWER / HYDRAULIC TOOLS	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
05361 HEAVY DUTY EQUIP RENT/LEASE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05364 MOSQUITO SPRAYING	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
05374 GARBAGE PERMIT FEES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
Total Contractual Services	\$36,100.00	\$0.00	\$26.48	0	\$8,220.29	23	\$0.00	\$27,879.71	77
00600 CAPITAL OUTLAY									
05601 VEHICLES/EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05628 KNUCKLE BOOM TRUCK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05635 TRAILER PURCHASE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00700 DEBT SERVICE									
05708 GARBAGE TRUCK PRINCIPAL	\$34,980.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$34,980.00	100
05709 KNUCKLE BOOM PAYMENT PRINCIPAL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05712 GARBAGE TRUCK INTEREST	\$11,083.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,083.00	100
05713 KNUCKLE BOOM PAYMENT INTEREST	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05714 INTEREST EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05718 2024 LEASE PURCHASE	\$66,388.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$66,388.00	100
05719 TRANSFER TO GENERAL FUND	\$49,606.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$49,606.00	100
Total Debt Service	\$162,057.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$162,057.00	100

030 SOLID WASTE
900 SOLID WASTE
00700 DEBT SERVICE

**City Of Westminster
Expenditure Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total SOLID WASTE	\$588,791.00	\$0.00	\$16,336.75	3	\$60,329.32	10	\$2,095.10	\$526,366.58	89
Total SOLID WASTE	\$588,791.00	\$0.00	\$16,336.75	3	\$60,329.32	10	\$2,095.10	\$526,366.58	89

040 FIRE DEPARTMENT 1% FUND
 005 EXPENSE
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
040 FIRE DEPARTMENT 1% FUND									
005 EXPENSE									
00200 COMMODITIES									
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00515 EXPENSE									
05310 MISCELLANEOUS	\$86,150.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$86,150.00	100
Total Expense	\$86,150.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$86,150.00	100
Total EXPENSE	\$86,150.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$86,150.00	100
Total FIRE DEPARTMENT 1% FUND	\$86,150.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$86,150.00	100

045 GRANT HOLDING ACCOUNT
 100 ADMINISTRATION
 00600 CAPITAL OUTLAY

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
045 GRANT HOLDING ACCOUNT									
100 ADMINISTRATION									
00600 CAPITAL OUTLAY									
05660 ANDERSON PARK CDBG	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total ADMINISTRATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total GRANT HOLDING ACCOUNT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

050 YOUTH RECREATION FUND
 400 RECREATION
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
050 YOUTH RECREATION FUND									
400 RECREATION									
00100 PERSONAL SERVICES									
05100 SALARIES	\$110,500.00	\$0.00	\$3,957.59	4	\$11,872.77	11	\$0.00	\$98,627.23	89
05103 ANNUAL BONUS	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000.00	100
05104 SOCIAL SECURITY	\$9,400.00	\$0.00	\$409.63	4	\$1,246.49	13	\$0.00	\$8,153.51	87
05105 RETIREMENT CONTRIBUTIONS	\$18,000.00	\$0.00	\$1,005.17	6	\$3,058.34	17	\$0.00	\$14,941.66	83
05106 HEALTH INSURANCE CONTRIBUTIONS	\$10,000.00	\$0.00	\$507.56	5	\$1,522.68	15	\$0.00	\$8,477.32	85
05107 WORKERS COMPENSATION	\$8,000.00	\$0.00	\$0.00	0	\$2,500.00	31	\$0.00	\$5,500.00	69
05109 PART TIME EMPLOYEES	\$45,000.00	\$0.00	\$1,458.17	3	\$4,605.26	10	\$0.00	\$40,394.74	90
Total Personal Services	\$202,900.00	\$0.00	\$7,338.12	4	\$24,805.54	12	\$0.00	\$178,094.46	88
00200 COMMODITIES									
05201 FUEL	\$5,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,500.00	100
05202 OFFICE SUPPLIES	\$2,900.00	\$0.00	\$0.00	0	\$55.06	2	\$0.00	\$2,844.94	98
05206 VEHICLE MAINT/REPAIR	\$4,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,400.00	100
05208 UNIFORMS	\$30,000.00	\$0.00	\$0.00	0	\$0.00	0	\$15,000.00	\$15,000.00	50
05209 JANITORIAL SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$0.00	0	\$750.00	\$1,250.00	63
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05211 SERVICE FEES	\$500.00	\$0.00	\$33.00	7	\$65.25	13	\$0.00	\$434.75	87
05212 EQUIPMENT PURCHASED	\$2,550.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,550.00	100
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$48,350.00	\$0.00	\$33.00	0	\$120.31	0	\$15,750.00	\$32,479.69	67
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,400.00	100
05301 TELEPHONES	\$2,700.00	\$0.00	\$0.00	0	\$43.82	2	\$0.00	\$2,656.18	98
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$3,200.00	\$0.00	\$0.00	0	\$100.00	3	\$0.00	\$3,100.00	97

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05306 ADVERTISING	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05310 MISCELLANEOUS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
05313 UTILITIES PURCH FROM WUD	\$45,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$45,000.00	100
05314 UTILITIES PURCH FROM OTHER	\$250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250.00	100
05320 MEDICAL PROFESS. SERVICES	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05323 VEHICLE & PROPERTY INSURANCE	\$1,400.00	\$0.00	\$0.00	0	\$1,400.00	100	\$0.00	\$0.00	0
05328 CUSTOMER REFUNDS	\$1,000.00	\$0.00	\$200.00	20	\$200.00	20	\$0.00	\$800.00	80
05330 TROPHY AWARDS	\$7,000.00	\$0.00	\$0.00	0	\$0.00	0	\$6,000.00	\$1,000.00	14
05331 INSURANCE EXPENSE	\$900.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$900.00	100
05332 OFFICIALS EXPENSE	\$37,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$37,000.00	100
05333 SPORTS/EQUIP SUPPLIES	\$18,000.00	\$0.00	\$0.00	0	\$0.00	0	\$6,000.00	\$12,000.00	67
05334 GROUNDS EXPENSE	\$20,000.00	\$0.00	\$178.23	1	\$178.23	1	\$10,396.90	\$9,424.87	47
05335 TOURNAMENT EXPENSE	\$7,400.00	\$0.00	\$0.00	0	\$10,043.08	136	\$0.00	(\$2,643.08)	(36)
05337 CONCESSIONS	\$14,000.00	\$0.00	\$0.00	0	\$0.00	0	\$10,500.00	\$3,500.00	25
05357 EQUIPMENT RENTAL/LEASE	\$400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$400.00	100
05365 CONTRACTUAL SERVICES	\$90,000.00	\$0.00	\$1,565.60	2	\$4,350.35	5	\$0.00	\$85,649.65	95
05389 DONATIONS EXPENSE	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,000.00	100
Total Contractual Services	\$253,650.00	\$0.00	\$1,943.83	1	\$16,315.48	6	\$32,896.90	\$204,437.62	81
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05607 FIELD/FACILITY IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05617 CAPITAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

050 YOUTH RECREATION FUND
 400 RECREATION
 00600 CAPITAL OUTLAY

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05644 COUNTY ALLOCATION EXPENSE	\$50,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,000.00	100
05645 PARD GRANT EXPENSE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$50,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,000.00	100
Total RECREATION	\$554,900.00	\$0.00	\$9,314.95	2	\$41,241.33	7	\$48,646.90	\$465,011.77	84
Total YOUTH RECREATION FUND	\$554,900.00	\$0.00	\$9,314.95	2	\$41,241.33	7	\$48,646.90	\$465,011.77	84

060 LOCAL DEVELOPMENT CORP
 700 NON DEPARTMENTAL
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
060 LOCAL DEVELOPMENT CORP									
700 NON DEPARTMENTAL									
00200 COMMODITIES									
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05367 ZONING/COMP PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 OTHER									
05800 GRANTS	\$53,780.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$53,780.00	100
05824 SENIOR OUTREACH GRANT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$53,780.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$53,780.00	100
Total NON DEPARTMENTAL	\$53,780.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$53,780.00	100
Total LOCAL DEVELOPMENT CORP	\$53,780.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$53,780.00	100

070 CAPITAL PROJECT FUND/STATE ARP
 100 ADMINISTRATION
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
070 CAPITAL PROJECT FUND/STATE ARP									
100 ADMINISTRATION									
00200 COMMODITIES									
05202 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05618 FIRE BAY DEMOLITION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05646 C FUNDS - SIDEWALKS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05647 C FUNDS - ROADWAY RESURFACING	\$760,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$760,400.00	100
05660 ANDERSON PARK CDBG	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$760,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$760,400.00	100
Total ADMINISTRATION	\$760,400.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$760,400.00	100
250 ELECTRIC									
00300 CONTRACTUAL SERVICES									
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05633 TRANSFORMER INSTALLATION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05642 SUBSTATION REPAIRS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total ELECTRIC	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
350 WATER									
00200 COMMODITIES									
05216 MATERIALS - MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05217 MATERIALS - EXTENSION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$50,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,000.00	100
05365 CONTRACTUAL SERVICES	\$8,605,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,605,000.00	100
05379 LEGAL SERVICES	\$50,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$50,000.00	100
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$8,705,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,705,000.00	100
00600 CAPITAL OUTLAY									
05604 VEHICLES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05650 HALL ST. WATER LINE REPLACE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05661 COOPERS MILL WATER PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05663 USDA-RD SHORT LIVED ASSET RESE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05672 LUCKY STREET	\$275,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$275,000.00	100
05674 HEIRLOOM FARMS	\$1,250,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,250,000.00	100
Total Capital Outlay	\$1,525,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,525,000.00	100
Total WATER	\$10,230,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,230,000.00	100
400 RECREATION									
00200 COMMODITIES									
05211 SERVICE FEES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05643 HALL STREET PROPERTY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05664 WESTMINSTER REC COMPLEX CONST	\$5,000,000.00	\$0.00	\$10,000.00	0	\$20,000.00	0	\$0.00	\$4,980,000.00	100
Total Capital Outlay	\$5,000,000.00	\$0.00	\$10,000.00	0	\$20,000.00	0	\$0.00	\$4,980,000.00	100

070 CAPITAL PROJECT FUND/STATE ARP
 400 RECREATION
 00600 CAPITAL OUTLAY

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total RECREATION	\$5,000,000.00	\$0.00	\$10,000.00	0	\$20,000.00	0	\$0.00	\$4,980,000.00	100
450 SEWER									
00200 COMMODITIES									
05216 MATERIALS - MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05217 MATERIALS - EXTENSION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05612 FLOW METERS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05634 SCIIP (RIA) GRANT PROJECT	\$5,403,475.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,403,475.00	100
05662 COOPERS MILL SEWER PROJECT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05670 OAK STREET	\$2,000,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,000,000.00	100
05671 MANHOLES	\$700,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$700,000.00	100
05674 HEIRLOOM FARMS	\$1,100,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,100,000.00	100
Total Capital Outlay	\$9,203,475.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,203,475.00	100
Total SEWER	\$9,203,475.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$9,203,475.00	100
550 WATER PLANT									
00600 CAPITAL OUTLAY									
05636 BUILDING/OTHER IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05637 OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05668 RIA UNITY TANK	\$668,274.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$668,274.00	100

**070 CAPITAL PROJECT FUND/STATE ARP
550 WATER PLANT
00600 CAPITAL OUTLAY**

**City Of Westminster
Expenditure Report
Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
Total Capital Outlay	\$668,274.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$668,274.00	100
Total WATER PLANT	\$668,274.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$668,274.00	100
650 NON DEPARTMENTAL									
00600 CAPITAL OUTLAY									
05669 BOND ADMIN	\$150,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$150,000.00	100
05673 DOWNTOWN UTILITIES	\$294,669.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$294,669.00	100
Total Capital Outlay	\$444,669.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$444,669.00	100
Total NON DEPARTMENTAL	\$444,669.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$444,669.00	100
700 NON DEPARTMENTAL									
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05652 UPCOUNTRY FIBER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05665 CDBG STREETScape	\$1,300,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,300,000.00	100
05667 ARC STREETScape	\$596,662.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$596,662.00	100
Total Capital Outlay	\$1,896,662.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,896,662.00	100
Total NON DEPARTMENTAL	\$1,896,662.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,896,662.00	100
800 ANDERSON PARK									
00600 CAPITAL OUTLAY									
05660 ANDERSON PARK CDBG	\$250,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250,000.00	100
Total Capital Outlay	\$250,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250,000.00	100
Total ANDERSON PARK	\$250,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$250,000.00	100
Total CAPITAL PROJECT FUND/STATE ARP	\$28,453,480.00	\$0.00	\$10,000.00	0	\$20,000.00	0	\$0.00	\$28,433,480.00	100

071 COUNTY ARP
 350 WATER
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
071 COUNTY ARP									
350 WATER									
00200 COMMODITIES									
05216 MATERIALS - MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05217 MATERIALS - EXTENSION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total WATER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
450 SEWER									
00200 COMMODITIES									
05216 MATERIALS - MAINT.	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05217 MATERIALS - EXTENSION	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total SEWER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
550 WATER PLANT									
00300 CONTRACTUAL SERVICES									
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00600 CAPITAL OUTLAY									
05655 INSTALL VFDS & UPGRADE 300 HP	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05656 REPAIR PLANT RESERVOIR	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05657 FILTER UPGRADE & MAINTENANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

**City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05658 REPAIR/IMPROVE WP PIPE GALLERY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05659 UPGRADES TO VARIOUS PLANT COMP	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total WATER PLANT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total COUNTY ARP	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

080 HOSPITALITY FUND
 700 NON DEPARTMENTAL
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
080 HOSPITALITY FUND									
700 NON DEPARTMENTAL									
00200 COMMODITIES									
05202 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05227 BANK RECON ADJUSTMENT	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05310 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05319 PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05363 R.O.W. MAINTENANCE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05367 ZONING/COMP PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05380 DOWNTOWN EVENTS/REPAIRS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05382 TRANSFER TO GENERAL FUND	\$102,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$102,000.00	100
05383 PUBLIC RELATIONS/PROMOTIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05384 TRANSFER TO YOUTH RECREATION	\$100,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$100,000.00	100
05388 GRANT MATCH	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05391 SPECIAL EVENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05392 CHRISTMAS LIGHTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Contractual Services	\$202,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$202,000.00	100
00600 CAPITAL OUTLAY									
05602 DEPOT HANDRAIL	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05607 FIELD/FACILITY IMPROVEMENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05629 RETREAT STREET PARK	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05630 SPECIAL EVENTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05643 HALL STREET PROPERTY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05654 TRAIN DEPOT RENOVATIONS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Capital Outlay	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00800 OTHER									
05800 GRANTS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total NON DEPARTMENTAL	\$202,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$202,000.00	100
Total HOSPITALITY FUND	\$202,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$202,000.00	100

090 LOCAL ACCOMMODATION
 700 NON DEPARTMENTAL
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for August 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Current Pd Expenditures	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
090 LOCAL ACCOMMODATION									
700 NON DEPARTMENTAL									
00200 COMMODITIES									
05210 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Commodities	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
00300 CONTRACTUAL SERVICES									
05365 CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05367 ZONING/COMP PLAN	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05384 TRANSFER TO YOUTH RECREATION	\$3,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,500.00	100
05390 DUES	\$6,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$6,500.00	100
Total Contractual Services	\$10,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,000.00	100
00800 OTHER									
05801 TRANSFER TO CITY GF	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05821 TOURISM PROMOTION	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
05823 TRANSFER TO HTAX	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
Total Other	\$2,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,500.00	100
Total NON DEPARTMENTAL	\$12,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,500.00	100
Total LOCAL ACCOMMODATION	\$12,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,500.00	100
TOTAL ALL FUNDS	\$41,387,308.22	\$0.00	\$197,036.82	0	\$996,228.25	2	\$492,976.77	\$39,898,103.20	96

Current Pd
Total

Year To Date
Total

Grand Total

\$855,969.06

\$2,601,028.69

Report Summary

Type From **Type To**
4 - Revenues 5 - Expenses

Detail Level Level 4 double space

Adjusted Budget Column N

Skip Zero/ No Activity N

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

Period 02
System Date 8/9/2024
System Time 3:06:51 pm
Print Date 8/9/2024
Print Time 3:07:10 pm
Run by RA
Print ID 381
System version 7.1.27
Export APGLXP17
Export version VM-07123000