

CITY OF WESTMINSTER SPECIAL CALLED MEETING
August 21, 2024 @ 12:00 PM
Westminster City Hall
100 E. Windsor Street, Westminster

Call to Order

Certification of Quorum

Invocation & Pledge of Allegiance

Public Comments:

The floor is now open for public comments. Citizens of Westminster or others who have registered for time with the Clerk can now address Council for any matters on tonight's agenda or other matters you wish to bring before the Council. Speakers are allowed up to 3 minutes and possibly longer if that Speaker is recognized in advance as representing a larger group with similar concerns. To preserve the decorum of this public meeting, and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

Routine Business

None.

Old Business

1. 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. City 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.

Staff recommends approval.

2. 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 principle to the terms as stipulated in the RFP. The plans included in Thomas's original offer is attached. The contract of sale is attached to be considered for approval.

Staff and the City Attorney recommend an amendment to specify that if the project is not completed within 24 months of closing date, that the developer remit property taxes as if the development is completed at the applicable property tax rate at a property value of \$600,000.00. At first reading, the ordinance did not specify the valued amount. This term was agreed upon in principle by the property owner and was explained in the RFP.

- Recommended Amendment: *"I move to amend Ordinance 2024-08-21-02 and Contract of Sale for 115 Riley Street as presented."*

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

- A. Consideration of Ordinance No: 2024-08-21-02; AN ORDINANCE TO Repeal Ordinance 2024-06-11-04 AND TO EXECUTE REAL PROPERTY SALE AGREEMENT ("Agreement") dated as of the 21st day of August, 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").**
- B. Consideration of Contract of Sale for Property Owned by the City of Westminster Located at 115 Riley St (TMS# 530-21-06-015).**

Staff recommends approval.

New Business

None.

Executive Session

None.

Adjourn

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 _____

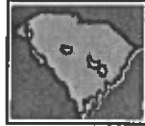
Signature of Chief Executive of City or County

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:

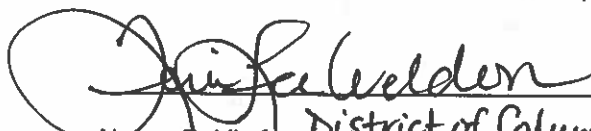
City of North Augusta (Aiken), Town of Cross Hill (Laurens), City of Westminster (Oconee)

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


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

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

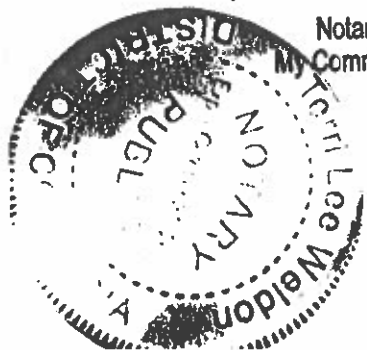


Officer/General Partner's Signature

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

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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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) **ORDINANCE #2024-08-21-02**
)
CITY OF WESTMINSTER)

AN ORDINANCE TO Repeal Ordinance 2024-06-11-04 AND TO EXECUTE REAL PROPERTY SALE AGREEMENT (“Agreement”) dated as of the 21st day of August, 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 if Six Hundred Thousand (\$600,000.00) Dollars’ worth of improvements had been constructed thereon and 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

Exhibit A: Agreement of Sale

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 if Six Hundred Thousand (\$600,000.00) Dollars' worth of improvements had been constructed thereon and 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.

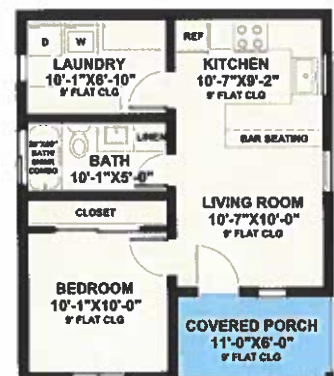
We will be glad to meet in person before the council if necessary. Thank you for your serious consideration.

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



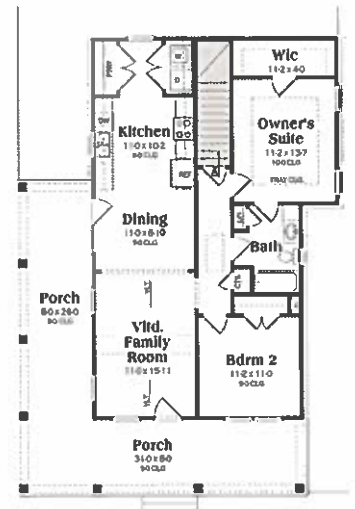
REAR ELEVATION



Proposed House Plan #2

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

