

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING

September 10, 2024 @ 6:00 PM

Westminster Fire Department

216 Emergency Lane, 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

Public Hearings

- 1. PUBLIC HEARING FOR ORDINANCE 2024-10-08-01: AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM R-15 (ONE-FAMILY RESIDENTIAL) TO R-6 (ONE FAMILY RESIDENTIAL).**

By staff error, the Planning Commission did not host the public hearing for the rezoning of property located at 610 S Piedmont Street. Staff requests that City Council host the public hearing at tonight's meeting.

Routine Business

2. Comments from the Utilities Director
 - a. Miscellaneous
3. Comments from City Administrator
 - a. Yourself Mefleh Memorial Fields update
 - b. Other

Consent Agenda

The consent agenda is a component of a meeting agenda that enables the City Council to group routine items under one umbrella. Issues in this consent package do not need any discussion before a vote. Unless a councilmember requests the removal of an item, the entire package is voted on at once without any additional explanations or comments. During the meeting before a vote, any councilmember may request that an item from the consent agenda be removed and discussed separately. All information pertaining to the items are included in the agenda package.

4. Approval of the August 13, 2024 Regular Meeting Minutes
5. Approval of the August 21, 2024 Special Called Meeting Minutes
6. **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 speak regarding the annexations should do so during the Public Comment Section at the beginning of the agenda for up three minutes.

With the Westminster Planning Commission's recommendation and the approval by City Council the first reading of each annexation ordinance at it August 13, 2024 Regular Meeting, the staff recommends approval.

- a. **Consideration of Second Reading 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. A brief explanation of multi-county park agreements from Attorney C.D. Rhodes is attached in the agenda packet.

- b. **Consideration of Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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 Second Reading 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.

Old Business

- 7. Second 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. City Council approved the ordinance on First Reading at its August 13, 2024 Regular Meeting.

Staff recommends approval.

New Business

- 8. Consideration of First Reading of Ordinance # 2024-10-08-01: AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM R-15 (ONE-FAMILY RESIDENTIAL) TO R-6 (ONE FAMILY RESIDENTIAL).**

Applicant requests the property located at 610 S. Piedmont Street (TMS # 530-29-02-002) be rezoned from R-15 to R-6 (Single Family Residential).

The property was formerly a religious community service center with a second residential building on the property. The additional house has been demolished and the applicant has expressed interest in adding a new residential structure in its place. The rezoning to R-6 would allow for the property to be subdivided into two separate lots and would allow for future redevelopment on both parcels. The redevelopment would meet the historical density of the lot (two structures).

Staff recommends approval. The rezoning would align with historical neighborhood characteristics and support the Comprehensive Plan's call for additional housing inventory.

9. Consideration of RESOLUTION 2024-09-10-01: A RESOLUTION COMMITTING THE CITY OF WESTMINSTER TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.

The City of Westminster is applying for the Municipal Association's Hometown Economic Development Grant to purchase and upgrade the City of Westminster's Pole Banners along HWY 123 and Main Street. The total grant application is \$10,000, with the city matching local funds of \$500.00 (5%). This resolution commits the city to match the amount. The City recently received \$4,500 from the Oconee Country A-tax Grant, some of which funds are designated for the procurement of pole banners. These grants are eligible to match each other.

Staff recommends approval.

10. Consideration of RESOLUTION NO. 2024-09-10-02; A RESOLUTION TO AMEND THE EQUIPMENT LIST ORIGINALLY INCORPORATED INTO THE LEASE AGREEMENT DATED SEPTEMBER 9, 2022 BETWEEN THE CITY OF WESTMINSTER, A POLITICAL SUBDIVISION AND BODY POLITIC AND INCORPORATE UDER AND BY VIRTUE OF THE LAWS OF THE STATE OF SOUTH CAROLINA AND TRUIST BANK

In 2021 the City Council authorized the use of lease purchase proceeds to purchase equipment, including one (1) bucket truck (2021 LPA). A balance of \$246,915.22 has not been used. The amount to pay off (close) the 2021 LPA is \$124,578.40 (\$76,473.10 was the scheduled and budgeted debt payment for this fiscal year, \$48,105.30 is the principal). This has now been paid off (closed).

In 2022 the City Council authorized the use of the LPA proceeds to purchase equipment, including one (1) electric line truck (2022 LPA). There remains a balance of \$257,535.68.

Due to supply chain issues neither the electric line truck nor the bucket truck was purchased. Generally, the terms of the LPA's allow for three years to expend the funds. Earlier this calendar year after learning the orders for both trucks were delayed yet again the staff cancelled the orders. In the FY2025 City Budget, Council approved cash funds for the purchase of a used electric line truck, it has been purchased and is now in use.

The 2022 LPA obligation is presented to the City Council for re-allocation since the interest rate is lower than the current rates (1.64% rather than 5.06% going rate) and the closing costs have already been incurred/paid. Additionally, utilizing this 2022 LPA obligation now will allow for the acquisition of the equipment now instead of placing these items in the next fiscal year budget (FY2026). The unspent funds originally allocated for the electric line truck of \$257,535.68 is proposed to be spent to purchase the equipment listed below.

The City's Bond Counsel Mike Burns with Burr Foreman and the City's financial advisor Andy Smith with First Tryon assisted with the closing of the 2021 LPA and the reallocation of the 2022 LPA. Truist Bank which is the LPA issuer has provided its consent to the reallocation of funds for the list below.

\$ 77,700.00	tractor/mini excavator
\$ 65,600.00	tractor
\$ 45,000.00	pickup truck
\$ 66,700.00	pickup truck
<u>\$ 6,000.00</u>	hydrant and valve turning device
\$ 261,000.00	Total

Staff recommends approval.

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

This is the agreement specified in the above #7 action item. It is referred to as an O&M (short for *Operations and Maintenance*) Agreement. This agreement articulates the manner and means by which the City and BREC will work together. The contract has a one-year term which renews automatically unless otherwise acted upon.

Staff recommends approval.

12. Consideration of South Carolina Emergency Management Division Grant bid award to Davis Power Solutions, LLC in the amount not to exceed \$251,200.

The City of Westminster was awarded an Essential City Services Generator Grant of \$286,260 from SCEMD to purchase and install a backup generator at City Hall, the Utility Shop, HWY 76 Pump Station, and North Avenue Clearwell Pump Station. These generators will continue to provide power to City facilities in the event of a power outage.

The City decommissioned the Clearwell at North Avenue and has begun the process of amending the grant award with SCEMD to include only three site locations. SCEMD's guidance was to proceed to bid the award and execute a change order after award.

Staff recommends award to the low bidder, Davis Electric. The bids are as follows:

Bidder	City Hall	Maintenance Shop	HWY 76 Pump Station	North Avenue Pump Station (to be removed)	Total Bid Cost
Carrick Contracting Corp.	\$109,330.00	\$202,713.00	\$101,195.00	\$107,766.00	\$421,004.00
Clements Electrical, INC	\$160,119.00	\$174,223.00	\$153,746.00	\$142,887.00	\$630,975.00
Davis Power Solutions, LLC	\$47,000.00	\$64,800.00	\$70,400.00	\$69,000.00	\$251,200.00

13. Consideration of South Carolina Department of Commerce, Community Development Block Grant bid award to Foothills Contracting Services, LLC in the amount of \$267,396.00

In December 2022 Westminster received a \$250,000 Community Development Block Grant (CDBG) from the South Carolina Department of Commerce to make improvements to WP Anderson Park. The City’s match is \$46,300 for a total project budget of \$296,300. The first solicitation was issued in July 2023, no bids were received. In January 2024, a second solicitation was issued, and three bids were received. The lowest cost bid was more than twice the grant funded amount, so no bid was awarded.

The SCDOC allowed for an amendment to the grant application reducing the scope of the project. On August 2, 2024, for a third time a solicitation was issued. On September 5, 2024, three bid proposals were received. Included in the agenda packet are the Bid Forms with line-item detail for each proposal. The bids summary are as follows.

Bidder Name	Base Bid	Base Bid + Alternates
Foothills Contracting Services, LLC	\$192,946.00	\$267,396.00
Merick Builders, LLC	\$220,626.00	\$295,546.00
Sterling Structure & Design, LLC	\$325,000.00	\$406,300.00

All proposals are under review by the Appalachian Council of Governments (ACOG) as the grant administrator for the project. The ACOG will submit the bid to the SCDOC for its consideration and approval. If the SCDOC issues its approval a *Notice To Proceed* can be issued to the contractor.

Staff recommends approval contingent upon the approval of the South Carolina Department of Commerce.

Executive Session

None.

Adjourn

**MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Tuesday, August 13, 2024**

The City Council of the City of Westminster met in a regularly scheduled meeting on Tuesday, August 13, 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

City Administrator, Kevin Bronson
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.

Special Recognition of the City of Westminster 10U Softball All Star State Champions

Mayor Ramey read a Proclamation celebrating the City of Westminster 10U Softball State Champions. He acknowledged each player and their coaches, and their victory was celebrated with a huge round of applause from the audience.

Public Comments

Randy Moore addressed Council with concerns about his properties being annexed into city limits. He added that he was not excited about being annexed and wanted it on

August 13, 2024

public record that he did not wish to be annexed but does accept it and understands the process.

Special Hearing Regarding the Business License Suspension of Chatuga Ridge Coffeehouse

Mr. Bronson informed Council that there would several things to consider such as opening and closing the hearing, the rules and procedures of the hearing, and consideration of the Resolution to reinstate the Business License.

Upon a motion by Mrs. Reese and seconded by Mr. Glymph, the motion to *open the special hearing* passed unanimously.

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

Mr. Holliday read rules 1-6 and sections of Code 110 pertaining to Business Licensing, and these are attached to the minutes.

Upon a motion by Mrs. Snipes and seconded by Mrs. Reese, the motion to *adopt the rules of procedures for the special hearing* passed unanimously.

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

Mr. Bronson presented email documents and letter documents to Council and highlighted the numerous times that Chatuga Ridge Coffeehouse was instructed to comply with payments regarding the HTAX collections. He pointed out that an original letter sent on April 10, 2024, informed Chatuga Ridge Coffeehouse to pay the past due February along with the current March HTAX payments and any associated late fees would be waived. Mr. Bronson further pointed to copies of city staff communication with the owner, Erica Covington that stated over multiple emails what Chatuga Ridge Coffeehouse needed to do to make the HTAX payments current and in compliance. These documents are attached to these minutes.

Mrs. Erica Covington, owner of Chatuga Ridge Coffeehouse, spoke on behalf of the business. She stated to Council that she felt like there had been miscommunication between city staff and herself and her husband. Mrs. Covington added that she was informed by Bob Jones that she did not need to worry about February HTAX, only payments going forward. She added that they wanted to have a successful business in Westminster and only wanted to do things right but was asking for the late fees and non-payment fees to be removed. Attached to these minutes are documents Mrs. Covington provided to Council.

Upon a motion by Mrs. Snipes and seconded by Mrs. Reese the motion to *approve Resolution 2024-08-13-01: A Resolution to reinstate the Business License of Chatuga Ridge Coffeehouse as outlined in the Resolution*, passed unanimously.

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

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to *close the special hearing* passed unanimously.

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

Comments from the Mayor and Council

Mayor Ramey thanked city staff for their work with the Channel 7 News Zip Trip. He also thanked staff for efforts to clean up the gazebos at the Park and Depot. Mayor Ramey also thanked Reagan Osbon and Bob Jones for the recent efforts in securing the demolition of the condemned property next the Funeral Home.

Mrs. Reese reminded everyone that the Apple Festival and Bigfoot Festival would be coming up and encouraged everyone to be making plans to attend.

Routine Business

1. Approval of the June 11, 2024, Regular City Council Meeting Minutes

Upon a motion by Mrs. Reese and seconded by Mr. Dunn, the motion to *approve the June 11, 2024, minutes*, passed unanimously.

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

2. Comments from Utility Director

- a. Mr. Parris informed Council that the USDA Project is very near total completion.
- b. Mr. Parris informed Council that the electric system had sustained some outages recently and he would get an update on the installation of the new breakers that were to be installed.

3. Comments from the City Administrator

- a. Mr. Bronson informed Council that Mammoth Construction Company is making progress with the Hall Road Recreation Complex and recent soil testing had positive results.
- b. Mr. Bronson informed Council that bids for four generators are due August 30th.
- c. Mr. Bronson informed Council that bids for the Anderson Park project are due September 5th.
- d. Mr. Bronson informed Council that the utility bill charges for the Chauga River Water Pumps had been astronomically high and that staff had discovered an error with the demand multiplier. He added that this has been corrected.
- e. Mr. Bronson informed Council that the OJRSA has completed a planning study and is looking at restructuring the Board and making some other changes as a result of the study.
- f. Mr. Osbon informed Council that the city is planning to partner with Oconee County, Walhalla, and Seneca to include Westminster projects as a change order to an existing County Street paving contract.
- g. Mr. Osbon informed Council that staff is in the process of auditing current vacant building structures within the city.

- h. Mr. Osbon informed Council that the Farmer’s Market was on hold due to the recent heat. He added that the Christmas Parade is scheduled for December 6th with a rain date of December 13th.
- i. Mr. Bronson informed Council that there was a need for a special called meeting possibly on August 21 at 12:00 to approve second reading of the Spectrum Franchise Ordinance so that deadlines can be met with State filings of the Franchise Ordinance.

Old Business

1. Consideration of the sale of Riley Street Property TMS #530-21-06-015

Mr. Bronson informed Council that Rory Jones of Jonnor Investments had withdrawn his bid offer amount of \$25,000. He added that he contacted the second highest bidder, Josh Thomas and he was agreeable to purchase the property for \$8,000, which was an amount lower than his original bid amount.

Upon a motion by Mr. Dunn and seconded by Mrs. Snipes the motion to *approve first reading of Ordinance 2024-09-10-14; an Ordinance to repeal Ordinance 2024-06-11-04 and to execute real property sale agreement between the City of Westminster and Josh Thomas of Thomas and Crain Real Estate* passed.

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

New Business

1. First Reading of Ordinance 2024-08-21-01; An Ordinance Granting Consent to Application for Franchise for Cable or Video Service and Setting Franchise Fee

Mr. Bronson informed Council the City received a 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%.

Upon a motion by Mr. Glymph and seconded by Mrs. Reese, the motion *to approve First Reading of Ordinance 2024-08-21-01; An Ordinance Granting*

Consent to Application for Franchise for Cable or Video Service and Setting Franchise Fee passed unanimously.

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

2. Consideration of First Reading of Ordinance 2024-09-10-01; An Ordinance Authorizing the Execution and Delivery of a Managements Agreement with Blue Ridge Electric Cooperative; and Other Matters Relating Thereto

Mr. Bronson informed Council that this agreement allows the city to utilize BREC's expertise and leverage its capabilities to operate, maintain, and manage the City's electric system and that the contract includes provisions for compensating BREC for its participation, enabling the City to benefit from BREC's market leverage and expertise. He added that this partnership will enhance the reliability of electric services to City customers and help manage costs.

Upon a motion by Mrs. Reese and seconded by Ms. May, the motion to ***approve First Reading of Ordinance 2024-09-10-01; An Ordinance Authorizing the Execution and Delivery of a Managements Agreement with Blue Ridge Electric Cooperative; and Other Matters Relating Thereto*** passed unanimously.

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

3. Consideration of Annexations by the 100% Annexation Petition Method

Mr. Bronson reminded Council that in 2021, Council implemented a policy requiring all new out of city limit customers to sign a covenant of annexation,

authorizing the city to annex in such property when it becomes contiguous to city limits. He added there are several properties that are now contiguous, and the Planning Commission has hosted a public hearing for the annexations and that the Board is recommending approval for annexation. Mr. Bronson also added that the covenants were recorded on the deed of the property at the Oconee County Register of Deeds.

Mr. Bronson added that per city Ordinance each annexation item will be initially zoned at R-25 and brought back before the Planning Commission to make recommendations for each property.

- 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.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-02: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mr. Glymph, the motion to ***approve first reading of Ordinance 2024-09-10-03: An Ordinance***

Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mr. Dunn, the motion to ***approve first reading of Ordinance 2024-09-10-04: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-05: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-06: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-07: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

May		Yes
Dunn		Yes
Snipes	Second	Yes

- 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.

Upon a motion by Mrs. Snipes and seconded by Ms. May, the motion to ***approve first reading of Ordinance 2024-09-10-08: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Ms. May and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-09: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve first reading of Ordinance 2024-09-10-10: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Ms. May, the motion to ***approve first reading of Ordinance 2024-09-10-11: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

- 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.

Upon a motion by Mrs. Reese and seconded by Ms. May, the motion to ***approve first reading of Ordinance 2024-09-10-12: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

1. 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.

Upon a motion by Mrs. Reese and seconded by Ms. May, the motion to ***approve first reading of Ordinance 2024-09-10-13: An Ordinance Annexing Property Under 100% Annexation Method and Assigning Zoning Classification; And Other Matters Related Thereto*** passed unanimously.

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

4. Consideration of Law Enforcement Assistance and Support Agreements

Mr. Bronson informed Council that 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 and that the governing body of each entity must approve these agreements. The agreements to be adopted are:

- 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

Upon a motion by Mrs. Reese and seconded by Mr. Glymph, the motion to *approve Law Enforcement Assistance and Support Agreements with the Oconee Sheriff’s Office, Walhalla Police Department, Seneca Police Department, and West Union Police Departments* passed unanimously.

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

5. Consideration of Policy Regarding City Council PEBA Benefits.

Mr. Bronson reminded Council that at its June 11, 2024 Meeting, the City Council voted to “opt-in” the City Councilmembers as eligible for PEBA insurance. He added that to proactively prevent the city staff from becoming bill collectors of the City Council, a policy was drafted by staff that 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. The Policy is attached to these minutes.

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the motion to *approve a policy regarding City Council PEBA benefits* passed unanimously.

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

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

The conceptual plan is attached these minutes.

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to *approve the design for Main Street, Lucky Street, and Grey Street Improvement Plan* passed unanimously.

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

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

Mr. Bronson reminded Council that 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). He added that 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.

Mr. Bronson added that the Rosier Group designed the project focusing on the portions of the sewer collection system most in need of replacement and rehabilitation and that solicitations for bids were advertised on the City’s website and the South Carolina Business Opportunities (SCBO) website on June 24, 2024. Mr. Bronson provided the following bid results:

<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 Mgmt, Inc.	\$3,041,095.00	\$3,205,295.00	\$3,303,245.00

Upon a motion by Mr. Dunn and seconded by Mrs. Reese, the motion to *award the bid to McClam & Associates, Inc for the Base Bid Plus Alternate A of \$1,675,370.50* passed unanimously.

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

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

Mr. Bronson informed Council that 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 and that Heirloom Farms is designed for one hundred thirty-three (133) single-family housing units. He added that the city executed an agreement with SK Builders, Inc. in early 2024 to provide water and sewer service to the subdivision and an annexation covenant has been executed and recorded as required by City Ordinance. Mr. Bronson stated that on June 27, 2024, SK Builders, Inc. purchased fifty-five (55) water and sewer taps and that 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.

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

Upon a motion by Mrs. Snipes and seconded by Mrs. Snipes, the motion to *award the bid to Long & Sons, LLC for \$954,913.00* passed unanimously.

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

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

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to *award the bid to J&M Construction, Inc. for \$553,075.00* passed unanimously.

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

8. Consideration of an application by Cross Hill Fellowship Church to rent the city’s mobile stage at 1607 Toccoa Highway on October 31, 2024

Upon a motion by Mrs. Snipes and seconded by Mrs. Snipes, the motion to *approve the rental of the city’s mobile stage to Cross Hill Fellowship and to waive the rental fees* passed unanimously.

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

May		Yes
Dunn		Yes
Snipes	Second	Yes

9. Consideration of an application by Cleveland Rural Fire Department to rent the city’s mobile stage at 684 Cleveland Pike Road on September 28, 2024

Upon a motion by Mrs. Reese and seconded by Mrs. Snipes, the motion to ***approve the rental of the city’s mobile stage to Cleveland Rural Fire Department and waive the rental fees*** passed unanimously.

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

Adjourn

Upon a motion by Mrs. Reese and seconded by Ms. May, the motion ***to adjourn the meeting at 9:00 pm*** passed unanimously.

(Minutes submitted by Rebecca Overton)

Mayor Brian Ramey

Date

**Proposed Rules of Procedure for Special Hearing regarding the Business License
Suspension of Chatuga Ridge Coffeehouse - August 13, 2024**

1. City Attorney to read the Rules of Procedure and portions of the Westminster City Business License Ordinance and Hospitality Tax Ordinance (listed below)
2. 15 minutes City Administrator present rationale for Business License Suspension of Chatuga Ridge Coffeehouse - 1) summary of information memo; and 2) correspondence between Chatuga Ridge and City staff, time limit enforced
3. 15 minutes Chatuga Ridge Coffeehouse present its case for appeal of Suspension of Business License, time limit enforced
4. 3 minutes City Administrator - opportunity for rebuttal, time limit enforced
5. 3 minutes Chatuga Ridge Coffeehouse - opportunity for rebuttal, time limit enforced
6. 15 minutes City Council questions for either side, time limit enforced

§ 110.01 - LICENSE REQUIRED.

Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of the City of Westminster of Westminster, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

110.05 - REGISTRATION REQUIRED.

(A)The owner, agent, or legal representative of every business subject to this chapter, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; provided, a new business shall be required to have a business license prior to operation within the municipality

§ 110.08 - DISPLAY AND TRANSFER.

(A)All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the municipality.

(B)A change of address must be reported to the license official within ten days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

(Ord. No. 2021-11-09-01, passed 11-9-2021, eff. 5-1-2022)

§ 110.15 - SUSPENSION OR REVOCATION OF LICENSE.

When the license official determines:

- (1)A license has been mistakenly or improperly issued or issued contrary to law;

(2)A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this chapter;

(3)A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;

(4)A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;

(5)A licensee has engaged in an unlawful activity or nuisance related to the business; or

(6)A licensee is delinquent in the payment to the municipality of any tax or fee;

The license official may give written notice to the licensee or the person in control of the business within the municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this chapter.

Hospitality Tax - Portions of the Ordinance

§ 37.65 - IMPOSITION OF TAX; LIABILITY OF CUSTOMER.

(A)There is hereby imposed a Local Hospitality Tax of 2% on the gross proceeds of the sale of prepared meals and beverages sold in business-licensed establishments or caterers within the city, or sales of prepared meals and beverages sold in business-licensed establishments licensed for on-premises consumption of alcoholic beverages, beer or wine (hereinafter vendor).(B)Payment of the Hospitality Tax established hereby shall be the liability of the customer.

§ 37.66 - TIME OF COLLECTION.

The tax imposed by §§ 37.65 through 37.68 shall be collected from the customer when payment for meals or beverages is tendered and shall be held in trust for the benefit of the city until remitted as provided in § 37.67.

§ 37.67 - PAYMENT OF HOSPITALITY TAX.

(A)Payment of the Hospitality Tax established herein shall be remitted by the vendor to the city on a monthly basis, along with the return or form established by the city for that purpose, not later than the twentieth day of the month and shall cover the tax due for the previous month. Otherwise, the reporting of the taxes and the remittance of the taxes shall be declared as delinquent.

(B)Any tax not timely reported and remitted shall be subject to penalties.

(1)Vendors subject to collecting the Hospitality Tax must file each month even if no Hospitality taxes are collected or the vendor will be subject to a "Failure to File" penalty. The "Failure to File" penalty shall be \$150 for each month that the filing is delinquent as established in division (A) above.

(2)Additionally, there shall be a "Failure to Pay" penalty if the taxes are delinquent as established in division (A) above. The "Failure to Pay" penalty shall be the higher amount of either 5% of the taxes

owed or \$150. The "Failure to File" penalty shall be compounded for each month or portion thereof that the remitted taxes are delinquent.

(3) In the event that any delinquent taxes are two months delinquent (taxes not remitted to the city by the twentieth of the month following the month in which the taxes were due), the vendor shall be cited and fined \$500 in accordance with § 37.99. The vendor may pay all delinquent taxes, all associated penalties, and the fine, or the vendor will be required to appear in Municipal Court. Payment of only the delinquent taxes and associated penalties will not cause the citation to be rescinded. (C) The failure to collect from the customer the tax imposed by §§ 37.65 through 37.68 shall not relieve the vendor from making the required remittance



Together We Grow

To: Westminster City Council
From: Kevin Bronson, City Administrator
Re: **REVISED AUGUST 13, 2024** - Correspondence related to Suspension of Chatuga Ridge Coffeehouse Business License
Date: August 13, 2024

February 7, 2024 Chatuga Ridge Coffeehouse at 136 E Main Street, Westminster

(Erica Covington, owner) purchased 2024 Business License at City Hall*

April 10, 2024 Letter of Hospitality Tax Delinquency Mailed to Chatuga Ridge

(The letter was mailed via certified mail and not claimed, it was also emailed and hand delivered by Bob Jones, Code Enforcement Officer. For the certified letter - the post office notes providing first notice to the recipient on April 13, 2024, second notice on April 18, 2024 and then returned as "unclaimed" to City Hall on June 12, 2024).

April 22, 2024 Chatuga Ridge paid (cash amount*) - A reporting form was not submitted.

April 22, 2024 at 12:01 PM Email from Erica Covington to Kiley Carter

April 22, 2024 at 12:09 PM Email from Kiley Carter to Erica Covington

April 23, 2024 at 10:17 AM Email from Kiley Carter to Erica Covington

April 24, 2024 at 2:13 PM Email from Kiley Carter to Erica Covington

April 24, 2024 at 4:36 PM Email from Erica Covington to Kiley Carter

April 24, 2024 at 6:04 PM Email from Kiley Carter to Erica Covington

April 30, 2024 at 3:33 PM Email from Kiley Carter to Erica Covington

May 7, 2024 at 10:46 AM Email from Kiley Carter to Andrew Holiday: Requests legal assistance

May 7, 2024 at 4:49 PM Email from Andrew Holiday to Kiley Carter: Request contact information

May 7, 2024 at 4:57 PM Email from Kiley Carter to Andrew Holiday: Provides contract information

May 10, 2024 at 3:41 PM Email from Andrew Holiday to Eric Covington: Information

May 13, 2024 at 10:45 AM Email to Andrew Holiday from Eric Covington

May 13, 2024 at 12:02 PM Email to Erica Covington from Kiley Carter regarding delinquency (PDF was attached and is included here)

May 14, 2024 Chatuga Ridge Coffeehouse at 136 E Main Street, Westminster (Erica Covington, owner) purchased 2025 Business License at City Hall

May 14, 2024 Chatuga Ridge Coffeehouse paid March Hospitality Taxes

May 14, 2024 Chatuga Ridge Coffeehouse paid April Hospitality Taxes

May 15, 2024 at 9:04 AM Email to Erica Covington from Kiley Carter: provided clarification and payment information

May 30, 2024 at 10:15 AM Email to Erica Covington at Chatuga Ridge from Kiley Carter regarding delinquency of Hospitality Tax (attached)

June 5, 2024 at 11:53 AM Email to Andrew Holiday from Kiley Carter requesting legal assistance

June 20, 2024 Chatuga Ridge Coffeehouse paid May Hospitality Taxes

June 30, 2024 at 11:53 AM Email to Andrew Holiday from Kiley Carter regarding Chatuga Ridge Hospitality Tax



Together We Grow

Delinquency

July 22, 2024 at 4:31 PM Email to Kiley Carter from Erica Covington

July 22, 2024 at 4:49 PM Email to Erica Covington from Kiley Carter

July 22, 2024 Chatuga Ridge Coffeehouse paid June Hospitality Taxes

July 22, 2024 at 6:54 PM Email to Kevin Bronson from Erica Covington

July 24, 2024 at 11:50 AM Email to Erica Covington from Kevin Bronson

* Business license and hospitality tax fees are confidential information. Only transactions with dates are noted.

Items in red indicated revised information provided on August 13, 2024.

CERTIFIED MAIL™

90-21-78280-0802 * 6666E0E696Z :CB
RETURN TO SENDER
UNCLAIMED TO FORWARD



0002 0523 4142
FIRST-CLASS
2024 PM 11:15
COLUMBIAVILLE SC 296

US POSTAGE PITNEY BOWES
ZIP 29693 \$ 008.93
02 7H APR 10 2024
0001353550

Chatt 4/13/24
Chatuga Ridge Coffeehouse
321 Land Bridge Rd.
Mountain Rest, SC 29664



NAME
1st Notice 4-13
2nd Notice 4-18
Return 28

29664-970921



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chetuga Ridge Coffeehouse
 321 Land Bridge Rd.
 Mountain Rest, SC
 29664



9590 9402 8536 3186 2409 36

2. Article Number (Transfer from service label)

7012 2210 0002 0523 4142

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt



Together We Grow

April 10, 2024

Chatuga Ridge Coffeehouse
136 E. Main Street
Westminster, SC 29693

To whom it may concern,

Food and beverage tax is expected to be paid to the City of Westminster by the 20th of each month by the end of the business day. No hospitality tax has been paid by this business.

Please submit 2% of the revenue collected from February (when a business license was purchased) and March by April 20, 2024. The City will waive any late fees this one time for the February payment that was missed. If payment is not received by April 20, 2024, a \$300 late fee will be incurred. Hospitality tax is always paid in arrears. For example, the May payment will be for 2% of the revenue collected in April.

Please see attached for the City ordinances pertaining to Hospitality tax, late fees incurred, and what happens in the event that the Hospitality tax is not paid.

If you have any questions, please contact Kiley Carter at 864-647-3230.

Thank you,

Kiley Carter

Budget & Management Analyst

§ 37.65 - IMPOSITION OF TAX; LIABILITY OF CUSTOMER.

(A) There is hereby imposed a Local Hospitality Tax of 2% on the gross proceeds of the sale of prepared meals and beverages sold in business-licensed establishments or caterers within the city, or sales of prepared meals and beverages sold in business-licensed establishments licensed for on-premises consumption of alcoholic beverages, beer or wine (hereinafter vendor).

(B) Payment of the Hospitality Tax established hereby shall be the liability of the customer.

(Ord. 2002-05-16-01, passed 6-18-2002; Am. Ord. 2012-09-18-02, passed 9-18-2012)

§ 37.67 - PAYMENT OF HOSPITALITY TAX.

(A) Payment of the Hospitality Tax established herein shall be remitted by the vendor to the city on a monthly basis, along with the return or form established by the city for that purpose, not later than the twentieth day of the month and shall cover the tax due for the previous month. Otherwise, the reporting of the taxes and the remittance of the taxes shall be declared as delinquent.

(B) Any tax not timely reported and remitted shall be subject to penalties.

(1) Vendors subject to collecting the Hospitality Tax must file each month even if no Hospitality taxes are collected or the vendor will be subject to a "Failure to File" penalty. The "Failure to File" penalty shall be \$150 for each month that the filing is delinquent as established in division (A) above.

(2) Additionally, there shall be a "Failure to Pay" penalty if the taxes are delinquent as established in division (A) above. The "Failure to Pay" penalty shall be the higher amount of either 5% of the taxes owed or \$150. The "Failure to File" penalty shall be compounded for each month or portion thereof that the remitted taxes are delinquent.

(3) In the event that any delinquent taxes are two months delinquent (taxes not remitted to the city by the twentieth of the month following the month in which the taxes were due), the vendor shall be cited and fined \$500 in accordance with § 37.99. The vendor may pay all delinquent taxes, all associated penalties, and the fine, or the vendor will be required to appear in Municipal Court. Payment of only the delinquent taxes and associated penalties will not cause the citation to be rescinded.

(C) The failure to collect from the customer the tax imposed by §§ 37.65 through 37.68 shall not relieve the vendor from making the required remittance.

(Ord. 2002-05-16-01, passed 6-18-2002; Am. Ord. 2010-03-16-01, passed 3-16-2010; Am. Ord. 2013-03-12-04, passed 3-12-2013)

(5 COPIES PROVIDED)

City of Westminster
Hospitality Fee
Monthly Reporting Form

Name and Address of Business: _____ Filing Period: Month Yr.
_____ FEI or SS# _____
_____ Contact Name: _____
_____ Contact Phone: _____

COMPUTATION OF HOSPITALITY FEE AMOUNT DUE

1. Hospitality Fee \$ _____ X .02 = \$ _____
Gross Proceeds from sale of Food/Beverages

2. Penalties:

\$ Failure to File \$150.00

This penalty will be assessed on the 20th of each month if the report has not been filed with the City, even if no tax has been collected.

\$ Failure to Pay (5% or \$150.00)

Payments not received by the 20th of each month will receive a 5% or 150.00 penalty, whichever is greater, on the 21st for the balance owed. The City will not go by postmarks.

3. **TOTAL HOSPITALITY FEE DUE** \$ _____

This return covers the period through the last day of the month and becomes delinquent after the 20th day of the following month. The only instance that you will be granted extra time is if the 20th falls on a weekend or a city observed holiday in which we are closed. You will then have the next business day to submit your payment and report.

I certify that all the information stated above is true and accurate to the best of my knowledge and belief. I understand the City of Westminster assesses penalties for making false or fraudulent statements on this reporting form.

Filed By: _____ Date: _____

Return to: City of Westminster, ATTN: Kiley Carter, PO Box 399, Westminster, SC 29693



Together We Grow

April 10, 2024

**Chatuga Ridge Coffeehouse
136 E. Main Street
Westminster, SC 29693**

To whom it may concern,

Food and beverage tax is expected to be paid to the City of Westminster by the 20th of each month by the end of the business day. No hospitality tax has been paid by this business.

Please submit 2% of the revenue collected from February (when a business license was purchased) and March by April 20, 2024. The City will waive any late fees this one time for the February payment that was missed. If payment is not received by April 20, 2024, a \$300 late fee will be incurred. Hospitality tax is always paid in arrears. For example, the May payment will be for 2% of the revenue collected in April.

Please see attached for the City ordinances pertaining to Hospitality tax, late fees incurred, and what happens in the event that the Hospitality tax is not paid.

If you have any questions, please contact Kiley Carter at 864-647-3230.

Thank you,

**Kiley Carter
Budget & Management Analyst**

Kiley Carter

From: Kiley Carter
Sent: Monday, April 22, 2024 12:09 PM
To: Erica Covington
Subject: Re: Tax Report

You can submit the htax reporting forms through email. You must pay by cash or check. There is no way to pay online. That is coming, just not there yet.

On Apr 22, 2024, at 12:01 PM, Erica Covington <chatugaridgecoffee@gmail.com> wrote:

Good afternoon Ms. Carter,

I was wondering if we could submit the Hospitality Tax to you via email. If so, is there also any way to pay this tax online?

Blessings,

Erica Covington
Chatuga Ridge Coffeehouse
#ChRCH



Kiley Carter

From: Kiley Carter
Sent: Tuesday, April 23, 2024 10:17 AM
To: Erica Covington
Cc: Kevin Bronson
Subject: RE: Tax Report
Attachments: HTAX Reporting Form.pdf; HTAX Reporting Form.pdf

The City received payment yesterday for Hospitality. The problem is, a lump sum was paid with no reporting forms. We need two separate reporting forms for the months of February and March reporting the total revenue for each month along with the amount of HTAX owed for each month. Please get this to me ASAP so we can update our records. Please see attached for the reporting form. You can return these by email. Please fill out everything that is highlighted.



Westminster
SOUTH CAROLINA
Together We Grow

Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P O Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Erica Covington <chatugaridgecoffee@gmail.com>
Sent: Monday, April 22, 2024 12:01 PM
To: Kiley Carter <kcarter@westminstersc.org>
Subject: Tax Report

Good afternoon Ms. Carter,

I was wondering if we could submit the Hospitality Tax to you via email. If so, is there also any way to pay this tax online?

Blessings,

Erica Covington

Chatuga Ridge Coffeehouse
#ChRCH



Kiley Carter

From: Kiley Carter
Sent: Wednesday, April 24, 2024 6:04 PM
To: Erica Covington
Subject: Re: htax

That was probably our codes guy. But you do in fact owe for February since your business license was bought in February.

On Apr 24, 2024, at 4:36 PM, Erica Covington <chatugaridgecoffee@gmail.com> wrote:

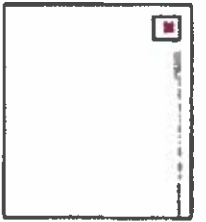
Hey Kiley - sorry I'm just now getting back to you. I will email over the report as soon as I get back to my computer today. As for February - a gentleman from the city came by the shop at the beginning of April and gave my husband some paperwork and told him not to worry about February's HTax. He said we would start fresh for March. I'm not sure who he was as I wasn't there but I'm happy to find out. If we are mistaken please let me know.

Thank you.

Erica @ Chatuga Ridge

On Wed, Apr 24, 2024, 2:13 PM Kiley Carter <kcarter@westminstersc.org> wrote:

Just checking in to make sure you received my email yesterday about the HTAX payment that was made and needing reporting forms for each month.



Kiley Carter

Budget & Management Analyst

Human Resources

100 E Windsor St

P. O. Box 399

Westminster, SC 29683

Ph : (864)847-3230

E : kcarter@govintegritysc.org

www.westminster.sc.gov

Kiley Carter

From: Kiley Carter
Sent: Tuesday, April 30, 2024 3:33 PM
To: Erica Covington
Cc: Kevin Bronson
Subject: RE: htax

I never received the HTAX reporting forms from you guys. The City needs to get this all reconciled on our end. I will need those reporting forms and any additional payment (if the amount previously paid was not enough) by the start of day Friday. If we do not receive anything, this will be handed over to our attorney.
You do need to report your February and March revenue. Fill out a reporting form for each separate month.



Westminster
SOUTH CAROLINA
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Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P.O. Box 398
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstasc.org
www.westminstasc.org

From: Erica Covington <chatugaridgecoffee@gmail.com>
Sent: Wednesday, April 24, 2024 4:36 PM
To: Kiley Carter <kcarter@westminstasc.org>
Subject: Re: htax

Hey Kiley - sorry I'm just now getting back to you. I will email over the report as soon as I get back to my computer today. As for February - a gentleman from the city came by the shop at the beginning of April and gave my husband some paperwork and told him not to worry about February's HTax. He said we would start fresh for March. I'm not sure who he was as I wasn't there but I'm happy to find out. If we are mistaken please let me know.

Thank you.

Erica @ Chatuga Ridge

On Wed, Apr 24, 2024, 2:13 PM Kiley Carter <kcarter@westminstersc.org> wrote:

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Kiley Carter

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Ph : (864)417-3230

E : kcarter@westminstersc.org

www.westminstersc.org

Derrick, Ritter, Williams, & Morris, P.A.

Post Office Box 795
Seneca, South Carolina 29679

Office: (864) 882-2747
Fax: (864) 882-2705

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow, closing, or other transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call our office immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally-privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete the communication and all copies, and destroy all physical copies (if any).

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, please be advised that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the internal revenue code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent.

On Tue, May 7, 2024 at 10:46 AM Kiley Carter <kcarter@westminstersc.org> wrote:

Unfortunately, I am sending another email about HTAX issues. The Chatuga Ridge Coffee House paid \$[REDACTED] on April 22, 2024. They only came in and made a payment.

I got in touch with them multiple times over email requesting reporting forms for revenue from February (When their business license was purchased) and March. I had gotten one response saying that they would get back to me with those reports, but we have never received them. These reporting forms are essential for auditing purposes.

They had one final warning last week that if we did not receive them by last Friday, that the issue would be going to our lawyer to handle.

[cid:image001.png@01DAA069.3B193950]

Kiley Carter

Budget & Management Analyst

Human Resources

100 E Windsor St

P.O. Box 399

Westminster, SC 29693

Kiley Carter

From: Kiley Carter
Sent: Tuesday, May 7, 2024 4:57 PM
To: Andrew Holliday
Cc: Kevin Bronson
Subject: RE: Chatuga Ridge Coffee Shop HTAX issues

Sorry about that, here is their contact information:
Erica Covington- chatugaridgecoffee@gmail.com



Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P. O. Box 398
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Andrew Holliday <andrew@drwmlaw.com>
Sent: Tuesday, May 7, 2024 4:49 PM
To: Kiley Carter <kcarter@westminstersc.org>
Cc: Kevin Bronson <kbronson@westminstersc.org>
Subject: Re: Chatuga Ridge Coffee Shop HTAX issues

Can you share their contact information so I can send them a nasty-gram?

Thanks,
Andrew Holliday

Andrew K. Holliday
Attorney at Law

Kiley Carter

From: Andrew Holliday <andrew@drwmllaw.com>
Sent: Friday, May 10, 2024 3:41 PM
To: chatuganidgecoffee@gmail.com; Kiley Carter
Subject: Chaturga Ridge Coffee Shop HTAX

Erica,

As you may know, I represent the City of Westminster. It is my understanding from my client that you have not filed revenue reports for several months this year that are used to calculate and audit payments made for hospitality taxes. These reports are required and very important to the City. Please provide them the Kiley Carter along with any associated taxes and penalties as soon as possible so that we can avoid any further escalation of this matter. The City does not want to litigate this matter but will if it does not receive your cooperation. Please let me know if you have any questions.

Thanks,

Andrew Holliday

Andrew K. Holliday
Attorney at Law
Derrick, Ritter, Williams, & Morris, P.A.

Post Office Box 795
Seneca, South Carolina 29679

Office: (864) 882-2747
Fax: (864) 882-2705

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow, closing, or other transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call our office immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally-privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retransmit, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies, and destroy all physical copies (if any).

From: Erica Covington <chatugaridgecoffee@gmail.com>
Sent: Monday, May 13, 2024 10:45 AM
To: Andrew Holliday <andrew@drwmlaw.com>
Cc: Kiley Carter <kcarter@westminstersc.org>
Subject: Re: Chatuga Ridge Coffee Shop HTAX

Mr. Holliday,

Thank you for reaching out. There has clearly been a major miscommunication.

We desire nothing more than to be in-compliance, and up until receipt of this email, were unaware we were viewed otherwise. As I shared with Ms. Carter a few weeks ago, Mr. Robert Jones from the City of Westminster visited our store at the beginning of April and brought us the Hospitality Tax Form. At that time he advised my husband, co-owner of Chatuga Ridge, that we were "going to start fresh with March" and "not to worry about February". As we were visited by an Official of the City of Westminster in his uniform and City vehicle, we understood this to be a trusted representative of the City and have simply followed his instructions. Additionally, we were advised from Ms. Rebecca Overton upon receiving our business license that we would not be responsible for January's report or tax. Ms. Carter recently advised otherwise regarding February, but did not address January, so we are confused, to say the least.

I would like to be clear that the March report was filed in-person at City Hall and the tax paid in cash. April's report is not due until May 20th, so please accept my apology for my further confusion, specifically over the use of the phrase "several months this year". Again, while we desire nothing more than to be in-compliance, we have received nothing more than conflicting information from the City of Westminster as to what months are required to be filed.

Please let it be noted that we completed our initial filing, as instructed by an Official of the City of Westminster who visited us in-store in an official capacity. While we are more than happy to file any of these "several" reports that are missing, as aforementioned, we are unaware of the months to which you are referring. Additionally, while we want our status to be considered "compliant", we are not obliged to pay penalties or interest, as the information we received as to our filing requirement came directly from the City of Westminster, albeit numerous official persons with numerous official statements. Please understand anyone would be confused in this situation.

I hope to hear from you soon as we believe it is of the utmost importance to secure our financial obligations. Thank you.

Erica @ Chatuga Ridge Coffeehouse

Kiley Carter

From: Kiley Carter
Sent: Monday, May 13, 2024 12:02 PM
To: Erica Covington; Andrew Holliday
Cc: Kevin Bronson
Subject: RE: Chatuga Ridge Coffee Shop HTAX
Attachments: chatuga rdge coffeehouse htax letter.pdf

Erica,

When you purchased a business license you were informed of the Hospitality Tax reporting and payment process.

You owe February – (current) revenue since your business license was purchased on February 7, 2024.

I have notified you multiple times of your non-compliance. You have acknowledged those notifications.

You are required to complete the reporting forms in their entirety – if not completed as required you are out of compliance.

As for late fees, attached is a certified letter that was sent to you stating exactly what was owed, as stated in emails also.

You owe for all months plus penalties you have incurred through your failure to properly report.

Also, your business license expired as of April 30, 2024 and has yet to be renewed. Therefore you are operating without a business license which may carry a civil penalty. Your actions may force the closure of your business through our code enforcement.



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Kiley Carter
Budget & Management Analyst
Human Resources
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P.O. Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : k.carter@westminster-sc.org
www.westminster-sc.org



Together We Grow

April 10, 2024

**Chatuga Ridge Coffeehouse
136 E. Main Street
Westminster, SC 29693**

To whom it may concern,

Food and beverage tax is expected to be paid to the City of Westminster by the 20th of each month by the end of the business day. No hospitality tax has been paid by this business.

Please submit 2% of the revenue collected from February (when a business license was purchased) and March by April 20, 2024. The City will waive any late fees this one time for the February payment that was missed. If payment is not received by April 20, 2024, a \$300 late fee will be incurred. Hospitality tax is always paid in arrears. For example, the May payment will be for 2% of the revenue collected in April.

Please see attached for the City ordinances pertaining to Hospitality tax, late fees incurred, and what happens in the event that the Hospitality tax is not paid.

If you have any questions, please contact Kiley Carter at 864-647-3230.

Thank you,

**Kiley Carter
Budget & Management Analyst**

Kiley Carter

From: Kiley Carter
Sent: Thursday, May 30, 2024 10:15 AM
To: Erica Covington; Andrew Holliday
Cc: Kevin Bronson
Subject: FW: HTAX

Please see below for the email that was sent a couple of weeks ago. This has yet to be cleared up. There is also \$300 worth of late fees owed along with the 2% owed from February gross revenue.



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Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P.O. Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Kiley Carter
Sent: Wednesday, May 15, 2024 9:04 AM
To: Erica Covington <chatugaridgcoffee@gmail.com>; Andrew Holliday <andrew@drwmllaw.com>
Cc: Kevin Bronson <kbronson@westminstersc.org>
Subject: HTAX

We are almost there! As of yesterday, March and April HTAX have been paid along with the proper reporting forms. I spoke with the City Administrator for clarification and Hospitality tax is still owed for the month of February since you all were open for business. Payment and a reporting form is still needed as soon as possible.

Kiley Carter

From: Kiley Carter
Sent: Wednesday, June 5, 2024 11:53 AM
To: Andrew Holliday
Cc: Kevin Bronson
Subject: FW: HTAX

Kevin and I talked and he is ready for you to take action on our behalf. The Coffee shop has not responded to either of my two emails about paying February HTAX.




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Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P O Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Kiley Carter
Sent: Thursday, May 30, 2024 10:15 AM
To: Erica Covington <chatugaridgecoffee@gmail.com>; Andrew Holliday <andrew@drwmlaw.com>
Cc: Kevin Bronson <kbronson@westminstersc.org>
Subject: FW: HTAX

Please see below for the email that was sent a couple of weeks ago. This has yet to be cleared up. There is also \$300 worth of late fees owed along with the 2% owed from February gross revenue.



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100 E Windsor St
P O Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Kiley Carter
Sent: Wednesday, May 15, 2024 9:04 AM
To: Erica Covington <chaturaridgecoffee@gmail.com>; Andrew Holliday <andrew@drwmlaw.com>
Cc: Kevin Bronson <kbronson@westminstersc.org>
Subject: HTAX

We are almost there! As of yesterday, March and April HTAX have been paid along with the proper reporting forms. I spoke with the City Administrator for clarification and Hospitality tax is still owed for the month of February since you all were open for business. Payment and a reporting form is still needed as soon as possible.



Westminster
SOUTH CAROLINA
Togedzoh We Grow

Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P.O. Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kccarter@westminstersc.org
www.westminstersc.org



Together We Grow

June 20, 2024

VIA ELECTRONIC AND REGULAR MAIL chatugaridgecoffee@gmail.com

321 Land Bridge Rd.
Mountain Rest, SC 29664

136 E. Main Street
Westminster, SC, 29693

RE: Hospitality Tax Delinquency- Notice of Business License Suspension and Proposed Revocation

Ms. Covington,

As you are aware, the City of Westminster seeks your compliance with the Hospitality Tax provisions found within §37.65-§37.99 of the Westminster Code of Ordinances. While you have rectified some of your hospitality tax filings and remitted some of the associated fees since our last correspondence, the filing for the month of February 2024 and the tax associated therewith have not yet been paid. Pursuant to Subsection 6 of §110.15 of the Westminster Code of Ordinances, the City has the ability to suspend or revoke a business license when a licensee is "delinquent in the payment to the municipality of any tax or fee."

Also provided with §110.15, you have a right to a hearing before the City Council for the purpose of determining whether the suspension should be upheld, and the license should be revoked. Please be advised that your license is suspended pending a single hearing before Council on August 13, 2024, beginning at 6PM at the Fire Department, 216 Emergency Ln, Westminster, SC 29693. Please find enclosed a copy of the applicable provisions of Chapters 37 and 110 of the Code of Ordinances for the City of Westminster.

Respectfully,

Rebecca Overton
City Clerk

§ 37.65 - IMPOSITION OF TAX; LIABILITY OF CUSTOMER.

- (A) There is hereby imposed a Local Hospitality Tax of 2% on the gross proceeds of the sale of prepared meals and beverages sold in business-licensed establishments or caterers within the city, or sales of prepared meals and beverages sold in business-licensed establishments licensed for on-premises consumption of alcoholic beverages, beer or wine (hereinafter vendor).
- (B) Payment of the Hospitality Tax established hereby shall be the liability of the customer.

(Ord. 2002-05-16-01, passed 6-18-2002; Am. Ord. 2012-09-18-02, passed 9-18-2012)

§ 37.66 - TIME OF COLLECTION.

The tax imposed by ~~§§ 37.65~~ through ~~37.68~~ shall be collected from the customer when payment for meals or beverages is tendered and shall be held in trust for the benefit of the city until remitted as provided in ~~§ 37.67~~.

(Ord. 2002-05-16-01, passed 6-18-2002)

§ 37.67 - PAYMENT OF HOSPITALITY TAX.

- (A) Payment of the Hospitality Tax established herein shall be remitted by the vendor to the city on a monthly basis, along with the return or form established by the city for that purpose, not later than the twentieth day of the month and shall cover the tax due for the previous month. Otherwise, the reporting of the taxes and the remittance of the taxes shall be declared as delinquent.
- (B) Any tax not timely reported and remitted shall be subject to penalties.
 - (1) Vendors subject to collecting the Hospitality Tax must file each month even if no Hospitality taxes are collected or the vendor will be subject to a "Failure to File" penalty. The "Failure to File" penalty shall be \$150 for each month that the filing is delinquent as established in division (A) above.
 - (2) Additionally, there shall be a "Failure to Pay" penalty if the taxes are delinquent as established in division (A) above. The "Failure to Pay" penalty shall be the higher amount of either 5% of the taxes owed or \$150. The "Failure to File" penalty shall be compounded for each month or portion thereof that the remitted taxes are delinquent.
 - (3) In the event that any delinquent taxes are two months delinquent (taxes not remitted to the city by the twentieth of the month following the month in which the taxes were due), the vendor shall be cited and fined \$500 in accordance with ~~§ 37.99~~. The vendor may pay all delinquent taxes, all associated penalties, and the fine, or the vendor will be required to appear in Municipal Court. Payment of only the delinquent taxes and associated penalties will not cause the citation to be rescinded.

(C) The failure to collect from the customer the tax imposed by §§ 37.65 through 37.68 shall not relieve the vendor from making the required remittance.

(Ord. 2002-05-16-01, passed 6-18-2002; Am. Ord. 2010-03-16-01, passed 3-16-2010; Am. Ord. 2013-03-12-04, passed 3-12-2013)

§ 37.68 - LOCAL HOSPITALITY TAX ACCOUNT.

There is hereby established a special account to be known as the Local Hospitality Tax Account into which the taxes remitted shall be deposited by the city and used solely for the purposes provided by law.

(Ord. 2002-05-16-01, passed 6-18-2002)

§ 37.99 - PENALTY.

The failure of any vendor subject to §§ 37.65 through 37.68 to remit to the city the tax imposed by the provisions of §§ 37.65 through 37.68 shall constitute a misdemeanor punishable by a fine of not more than \$500 or imprisonment for up to 30 days or both.

(Ord. 2002-05-16-01, passed 6-18-2002)

§ 110.15 - SUSPENSION OR REVOCATION OF LICENSE.

When the license official determines:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;**
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this chapter;**
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;**
- (4) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;**
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or**
- (6) A licensee is delinquent in the payment to the municipality of any tax or fee;**

The license official may give written notice to the licensee or the person in control of the business within the municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this chapter.

(Ord. No. 2021-11-09-01, passed 11-9-2021, eff. 5-1-2022)

Kiley Carter

From: Kiley Carter
Sent: Monday, July 22, 2024 4:49 PM
To: Erica Covington
Cc: Kevin Bronson
Subject: RE: June Sales Tax Report

Thank you for sending the report. How do you plan to pay? Payment is due by 5 pm today to avoid late fees.



Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P.O. Box 399
Westminster, SC 29693
Ph : (864)647-3230
E : kcarter@westminstersc.org
www.westminstersc.org

From: Erica Covington <chatugaridgecoffee@gmail.com>
Sent: Monday, July 22, 2024 4:31 PM
To: Kiley Carter <kcarter@westminstersc.org>; zcov124@gmail.com; ashaley@boatwrightlegal.com
Subject: June Sales Tax Report

Kevin Bronson

From: Kevin Bronson
Sent: Wednesday, July 24, 2024 11:50 AM
To: Erica Covington
Cc: zcov124@gmail.com; ashaley@boatwrightlegal.com; Kiley Carter
Subject: RE: June Sales Tax Report

Erica,
We received your payment.
Thank you,



Kevin Bronson
City Administrator
100 E Windsor St
P.O. Box 399
Westminster, SC 29693
Ph : (864) 647-3232
E : kbronson@westminstersc.org
www.westminstersc.org

From: Erica Covington <chatugaridgecoffee@gmail.com>
Sent: Monday, July 22, 2024 6:54 PM
To: Kevin Bronson <kbronson@westminstersc.org>
Cc: zcov124@gmail.com; ashaley@boatwrightlegal.com
Subject: Re: June Sales Tax Report

The check for June's Sales Tax has been dropped in the drop-box on Mimosa Street. Thank you so much for working with us on this today.

Blessings,

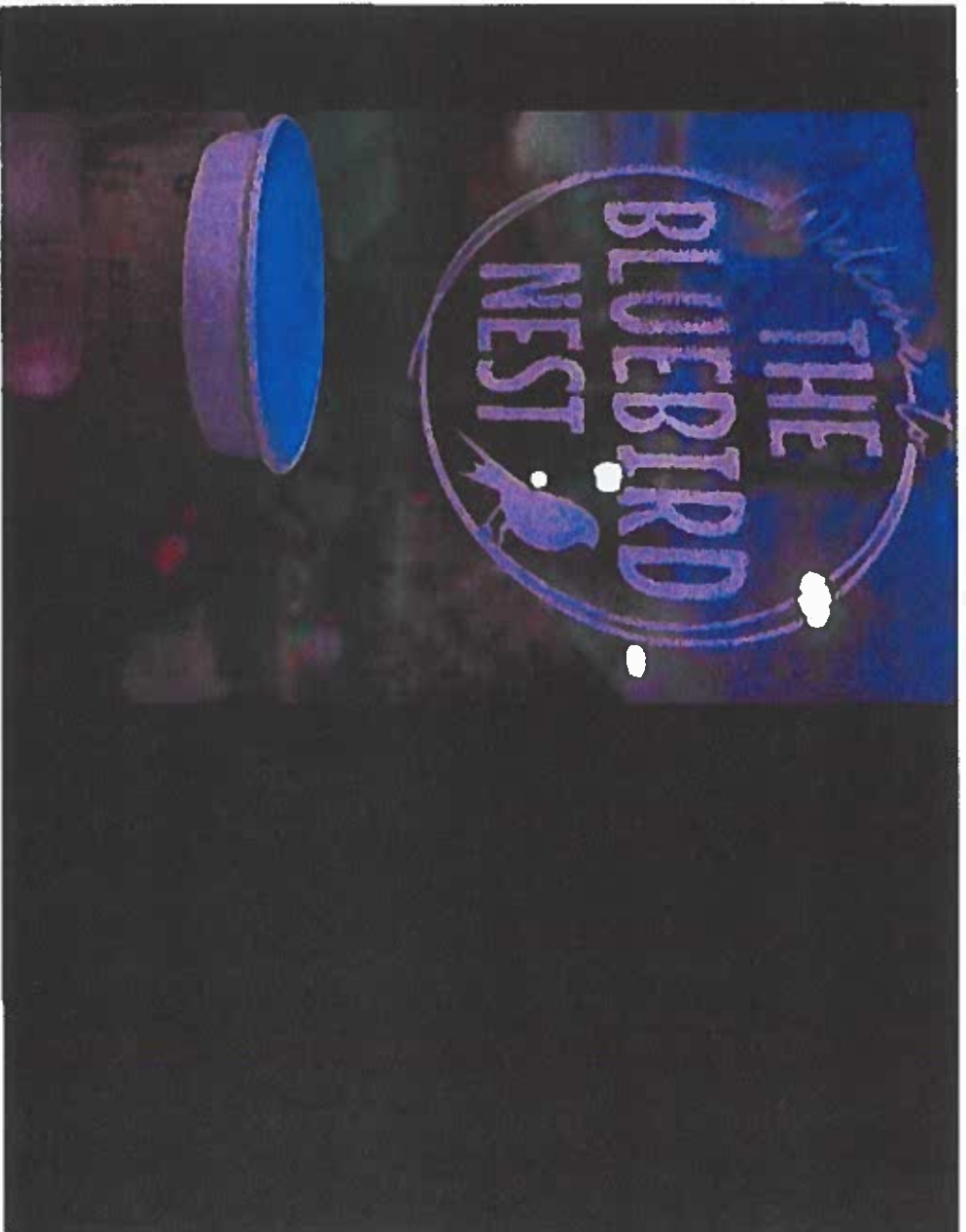
Erica and Zack Covington

On Mon, Jul 22, 2024, 4:49 PM Kiley Carter <kcarter@westminstersc.org> wrote:

Thank you for sending the report. How do you plan to pay? Payment is due by 5 pm today to avoid late fees.



Kiley Carter
Budget & Management Analyst
Human Resources
100 E Windsor St
P.O. Box 399



Chattuga Ridge Coffeehouse
January 8 · 📍

...

What better way to spend a rainy day than inside a cozy coffeehouse? ☕

Open tomorrow from 8a-3p @ our new storefront located at 136 E. Main St. Westminster, SC

There are two ways to access the coffeehouse: come thru The Bluebird Nest or use our private entrance located on Retreat Street next to the coffee trailer. Either way you enter, please take some time to check out The Bluebird and all they have to offer. Bonus points: show us your Bluebird receipt and receive 15% off your purchase.



Also, introducing our IN-STORE only special: The Bluebird ☕ she's a creamy white chocolate, toffee and marshmallow coffee. As always, served hot, iced or frozen! 🍹 See less

📍 98

📅 20 📌 15 📌

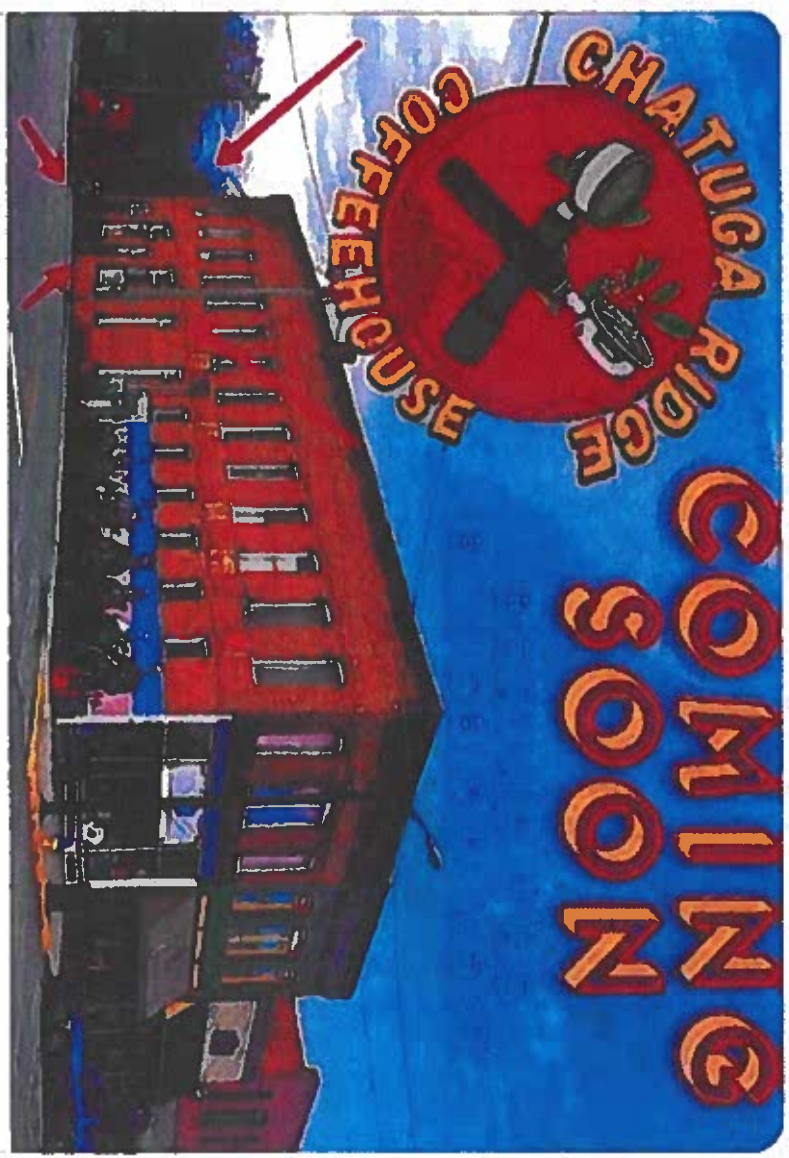


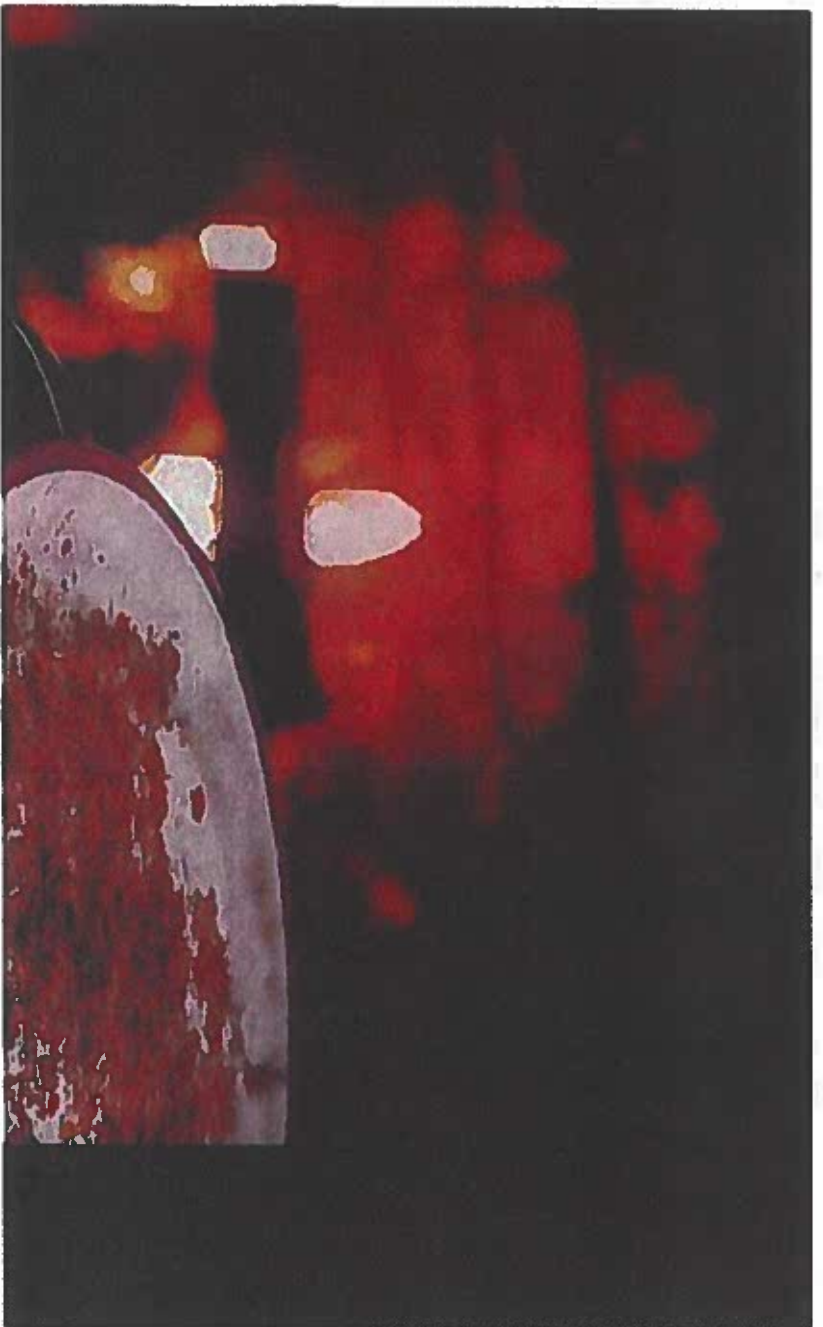
Most relevant ▾

 Chatauga Ridge Coffeehouse
January 9. 

...

We're open! Today til 3pm. Come check out **The Bluebird Nest** and enjoy your coffee by the fire 





Chattuga Ridge Coffeehouse
January 9 · Westminster · 📍

...

•<[SHOUT OUT]>•

We have an hour left til our first close and we just can't go any further without saying THANK YOU!!! Thank you to everyone who came and supported our soft opening today. Thank you for welcoming our business to the Westminster community. It's been an amazing day and we are so excited for the days to come!

For the remainder of the week we'll be open from 8a-3p @thebluebirdnest64. We'll also be open Saturday from 9a-1p. 🍷

Keep a check on our socials as we'll be posting updated hours, new ways to order, events, etc in the very near future!

#ChickI findyourhappy #community See less
— at The Bluebird Nest

👍👍 73

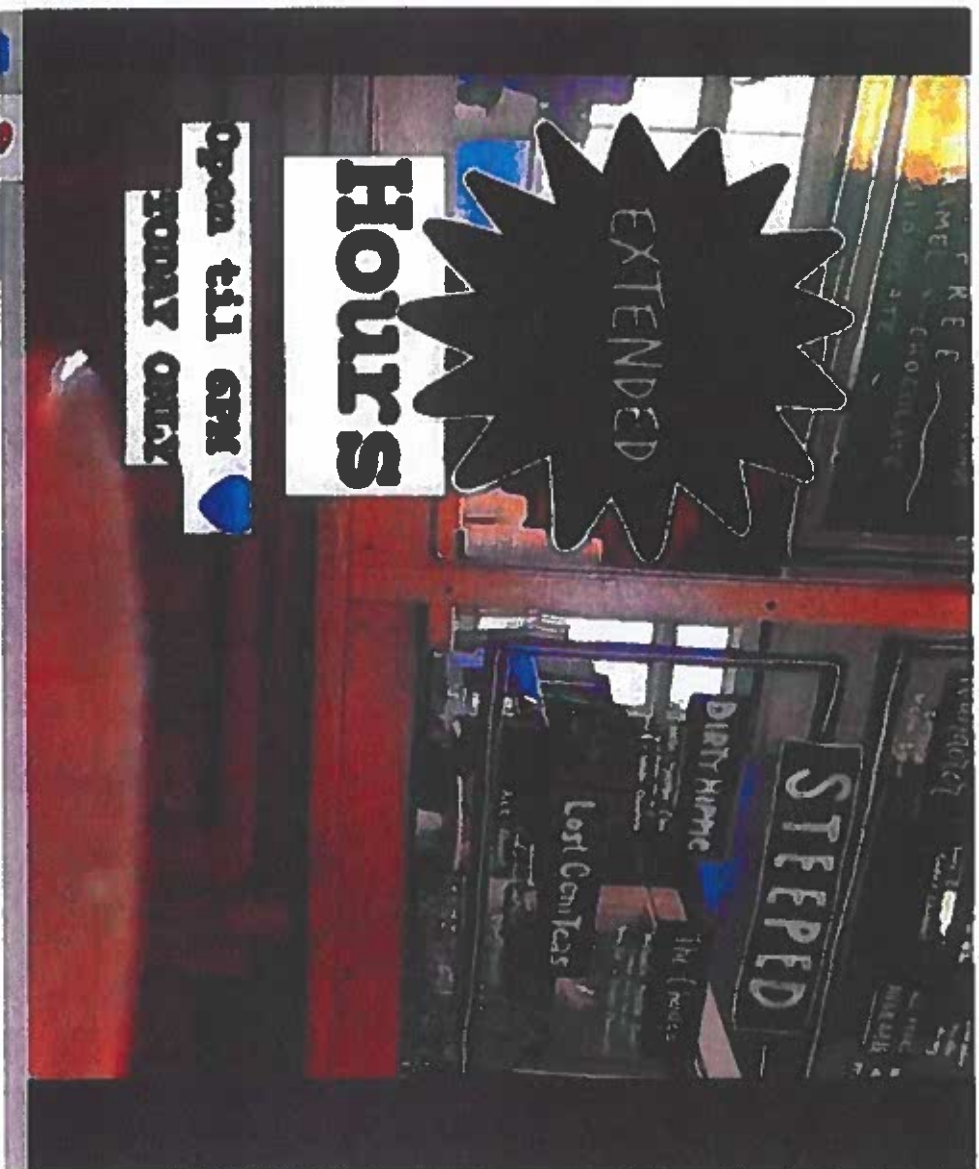
26 🍷 8 📍



Chattuga Ridge Coffeehouse

January 10 • ☺

Today only ☺ we'll be open at the store until 6PM!



Information Contained Herein was Copied/Pasted from City of Westminster Memo

To: Westminster City Council

From: Kevin Bronson, City Administrator

Re: Correspondence related to Suspension of Chatuga Ridge Coffeehouse Business License

Date: August 12, 2024

And is distinguished from the responses of Chatuga Ridge Coffeehouse by Gray Highlights

CHATUGA RIDGE COFFEEHOUSE FACTS/DETAILS ARE BULLETED IN ALL CAPS WITH NO GRAY HIGHLIGHTS

- JANUARY 8, 2024, TEXT MESSAGE FROM LANDLORD, LACEY WATKINS MOORE, TO ERICA COVINGTON REGARDING PURCHASE OF CITY BUSINESS LICENSE [SEE LACEYWATKINS_SC1]
- JANUARY 9, 2024 OPENING DAY AT CHATUGA RIDGE COFFEEHOUSE STOREFRONT AT 136 E. MAIN STREET, WESTMINSTER
- FEBRUARY 2, 2024 ERICA COVINGTON ADVISED BY LACEY WATKINS MOORE THAT CLERK WAS BACK AT WORK AND ANTICIPATING OUR BUSINESS LICENSE APPLICATION

February 7, 2024 Chatuga Ridge Coffeehouse at 136 E Main Street, Westminster (Erica Covington, owner) purchased 2024 Business License at City Hall*

- ADDED – BUSINESS LICENSE WAS PURCHASED BY ZACK COVINGTON
- ADDED – REBECCA OVERTON PROVIDED ZACK WITH HOSPITALITY TAX REQUIREMENTS, FORMS AND ADVISED HIM NOT TO WORRY ABOUT THE HTAX FOR JANUARY/FEBRUARY BUT START WITH A CLEAN SLATE IN MARCH

April 10, 2024 Letter of Hospitality Tax Delinquency Mailed to Chatuga Ridge

- APRIL 11, 2024 BOB JONES VISITED CHATUGA RIDGE COFFEEHOUSE TO DELIVERY HTAX REPORTING FORMS WITH ASSOCIATED CODES FROM TITLE III – CHAPTER 37 – SUBSECTION 37.65-37.99. MR. JONES ADVISED ZACK COVINGTON THAT HE WAS SENT WITH THE FORMS BY REBECCA OVERTON AND TOLD TO TELL US NOT TO WORRY ABOUT THE HTAX FOR FEBRUARY BUT THAT WE WERE RESPONSIBLE FOR MARCH TAXES.
- APRIL 11, 2024 TEXT FROM LACEY WATKINS MOORE TO ERICA COVINGTON STATING CITY HALL WAS ASKING ABOUT OUR SUBMISSION OF "HTAX INFO"

April 22, 2024 Chatuga Ridge paid (cash amount*) -A reporting form was not submitted.

- * ADDED – MARCH HTAX FORM WAS COMPLETED IN-PERSON AT CITY HALL BY ZACK COVINGTON AND HANDED TO THE WOMAN AT THE FRONT DESK ALONG WITH CASH PAYMENT

-No Form

April 22, 2024 at 12:01 PM Email from Erica Covington to Kiley Carter

- ADDED – EMAIL SENT PRIOR TO SUBMISSION OF MARCH HTAX FORM AND PAYMENT

April 22, 2024 at 12:09 PM Email from Kiley Carter to Erica Covington

- ADDED – EMAIL PRIOR TO SUBMISSION OF MARCH HTAX FORM AND PAYMENT

April 23, 2024 at 10:17 AM Email from Kiley Carter to Erica Covington

April 24, 2024 at 2:13 PM Email from Kiley Carter to Erica Covington

April 24, 2024 at 4:36 PM Email from Erica Covington to Kiley Carter

- ADDED – ERICA CONFIRMED WOULD SEND A COPY OF MARCH HTAX FORM AND SHARED THE INFORMATION AS OUTLINED ON APRIL 11, 2024

April 24, 2024 at 6:04 PM Email from Kiley Carter to Erica Covington

- ADDED – MS. CARTER CONFIRMED THE MAN WHO VISITED OUR STORE WAS BOB JONES – CODES ENFORCEMENT

April 30, 2024 at 3:33 PM Email from Kiley Carter to Erica Covington

May 7, 2024 at 10:46 AM Email from Kiley Carter to Andrew Holiday: Requests legal assistance

May 7, 2024 at 4:49 PM Email from Andrew Holiday to Kiley Carter: Request contact information

May 7, 2024 at 4:57 PM Email from Kiley Carter to Andrew Holiday: Provides contract information

- ADDED – UNSURE OF WHAT CONTRACT INFORMATION IS REFERENCING

May 10, 2024 at 3:41 PM Email from Andrew Holiday to Eric Covington: Information

- ADDED – UNSURE OF TO WHOM ERIC COVINGTON IS REFERRING
- MAY 10, 2024 ERICA RECEIVED EMAIL FROM ANDREW HOLLIDAY NOTING “SEVERAL MONTHS OF MISSING REPORTS” WITH NO DETAILS PROVIDED. LITIGATION THREATENED. ALL CORRESPONDENCE FROM THE CITY FROM THIS POINT FORWARD WAS FORWARDED TO CHATUGA RIDGE COFFEEHOUSE ATTORNEY. LACK OF RESPONSE TO EMAILS FROM KILEY CARTER WAS BASED ON THE THREAT OF LITIGATION FROM ATTORNEY HOLLIDAY. CHATUGA RIDGE WAS AWAITING RESPONSE FROM LEGAL COUNSEL.

May 13, 2024 at 10:45 AM Email to Andrew Holiday from Eric Covington

- ADDED – UNSURE OF TO WHOM ERIC COVINGTON IS REFERRING
- MAY 13, 2024 ERICA EMAILED ANDREW HOLLIDAY REQUESTING CLARITY OF ALLEGATIONS OUTLINED IN HIS EMAIL – NO ADDITIONAL CORRESPONDENCE FROM CITY ATTORNEY, ANDREW HOLLIDAY, WAS RECEIVED BY CHATUGA RIDGE COFFEEHOUSE AFTER HIS INITIAL EMAIL

May 13, 2024 at 12:02 PM Email to Erica Covington from Kiley Carter regarding delinquency (PDF was attached and is included here)

- ADDED – NO MENTION BY A CITY OFFICIAL OF ANY BUSINESS LICENSE OR HTAX ISSUES OR DISCREPANCIES FOR THE MONTH OF JANUARY IN ANY CORRESPONDENCE BETWEEN THE CITY AND CHATUGA RIDGE COFFEEHOUSE [UNTIL AUGUST 12, 2024 – DAY PRIOR TO OUR HEARING]
- ADDED - ALL CORRESPONDENCE FROM THE CITY WAS FORWARDED TO CHATUGA RIDGE COFFEEHOUSE ATTORNEY. LACK OF RESPONSE TO EMAILS FROM KILEY CARTER WAS BASED ON THE THREAT OF LITIGATION FROM ATTORNEY HOLLIDAY. CHATUGA RIDGE WAS AWAITING RESPONSE FROM LEGAL COUNSEL.

May 14, 2024 Chatuga Ridge Coffeehouse at 136 E Main Street, Westminster (Erica Covington, owner) purchased 2025 Business License at City Hall

May 14, 2024 Chatuga Ridge Coffeehouse paid March Hospitality Taxes

- ADDED – MISALIGNMENT WITH PREVIOUSLY REPORTED INFORMATION
 - SEE INFORMATION ABOVE DATED APRIL 22, 2024 WHERE CASH WAS PAID WHEN MARCH RETURN WAS FILED
 - CITY OF WESTMINSTER ACKNOWLEDGED RECEIPT OF “LUMP SUM” [SEE EMAIL DATED APRIL 23, 2024 FROM KILEY CARTER TO ERICA COVINGTON]
 - ERICA COVINGTON RESPONDED AND NOTIFIED MS. CARTER THE PAYMENT DID NOT INCLUDE FEBRUARY [SEE EMAIL DATED APRIL 24, 2024 FROM ERICA COVINGTON TO KILEY CARTER]
 -

May 14, 2024 Chatuga Ridge Coffeehouse paid April Hospitality Taxes

May 15, 2024 at 9:04 AM Email to Erica Covington from Kiley Carter: provided clarification and payment information

- ADDED - ALL CORRESPONDENCE FROM THE CITY WAS FORWARDED TO CHATUGA RIDGE COFFEEHOUSE ATTORNEY. LACK OF RESPONSE TO EMAILS FROM KILEY CARTER WAS BASED ON THE THREAT OF LITIGATION FROM ATTORNEY HOLLIDAY. CHATUGA RIDGE WAS AWAITING RESPONSE FROM LEGAL COUNSEL.

May 30, 2024 at 10:15 AM Email to Erica Covington at Chatuga Ridge from Kiley Carter regarding delinquency of Hospitality Tax (attached)

- ADDED - ALL CORRESPONDENCE FROM THE CITY WAS FORWARDED TO CHATUGA RIDGE COFFEEHOUSE ATTORNEY. LACK OF RESPONSE TO EMAILS FROM KILEY CARTER WAS BASED ON THE THREAT OF LITIGATION FROM ATTORNEY HOLLIDAY. CHATUGA RIDGE WAS AWAITING RESPONSE FROM LEGAL COUNSEL.

June 5, 2024 at 11:53 AM Email to Andrew Holiday from Kiley Carter requesting legal assistance

- JUNE 20, 2024 CHATUGA RIDGE COFFEEHOUSE EMPLOYEE RECEIVED NOTICE OF SUSPENSION AND PROPOSED REVOCATION – DELIVERED BY BOB JONES. ERICA AND ZACK COVINGTON IMMEDIATELY WENT TO CITY HALL TO SPEAK WITH CITY CLERK, REBECCA OVERTON

June 20, 2024 Chatuga Ridge Coffeehouse paid May Hospitality Taxes

- ADDED – PAYMENT AND FILING WAS DONE AT THE SAME TIME CHATUGA RIDGE VISITED CITY HALL TO DISCUSS ITS BUSINESS LICENSE SUSPENSION WITH REBECCA OVERTON
- ADDED – CITY ADMINISTRATOR KEVIN BRONSON STOPPED US ON OUR WAY TO MS. OVERTON'S OFFICE AND DIRECTED US TO A CONFERENCE ROOM WHERE WE ONCE AGAIN EXPLAINED ALL INFORMATION AS OUTLINED HERE
- ADDED – SPECIFICALLY REQUESTED INFORMATION ON HOW TO FIX THIS ISSUE, APPEALS PROCESS, OUR RIGHTS, ETC.
- ADDED – OFFERED RESOLUTION TO WHICH ADMINISTRATOR ADVISED ONLY RESOLUTION WAS “PAY FEBRUARY HTAX, ALL ASSOCIATED PENALTIES, OR YOU’RE DONE IN THE CITY OF WESTMINSTER”
- JUNE 20, 2024 MAYOR BRIAN RAMEY VISITED HATUGA RIDGE COFFEEHOUSE [NOW CLOSED] TO DISCUSS ISSUES – ADVISED OUR RECOURSE WAS TO PAY FEBRUARY HTAX PLUS ALL ASSOCIATED PENALTIES AND THEN HE COULD CALL A SPECIAL COUNSEL MEETING TO TRY AND REINSTATE OUR LICENSE – ADVISED IF WE COULD NOT PAY IN-FULL, NOT TO PAY AT ALL AND TO WAIT FOR THIS HEARING
- JUNE 21, 2024 CONGRESSMAN GRESHAM BARRETT VISITED MAYOR RAMEY TO ADVOCATE FOR CHATUGA RIDGE COFFEEHOUSE – REQUESTED INFORMATION ON HOW TO REMEDY THE SITUATION – WAS ADVISED OUR RECOURSE WAS TO PAY FEBRUARY HTAX PLUS ALL ASSOCIATED PENALTIES, THEN HE COULD CALL A SPECIAL COUNSEL MEETING
- JUNE 21, 2024 RECEIVED LEASE TERMINATION NOTICE FROM LANDLORD, LACEY WATKINS MOORE
- JUNE 24, 2024 MAIN FULL-TIME EMPLOYEES QUIT

June 30, 2024 at 11:53 AM Email to Andrew Holiday from Kiley Carter regarding Chatuga Ridge Hospitality Tax Delinquency

July 22, 2024 at 4:31 PM Email to Kiley Carter from Erica Covington

- ADDED – EMAIL SENT AT 4:30PM – EMAIL WAS JUNE’S HTAX REPORTING FORM

July 22, 2024 at 4:49 PM Email to Erica Covington from Kiley Carter

- JULY 22, 2024 ERICA COVINGTON EMAILED KEVIN BRONSON TO ADVISE THAT JUNE’S HTAX PAYMENT HAD BEEN PAID

July 22, 2024 Chatuga Ridge Coffeehouse paid June Hospitality Taxes

- JULY 24, 2024 RECIVED EMAIL FROM KEVIN BRONSON ACKNOWLEDING RECEIPT OF PAYMENT
- JULY 30, 2024 DISCOVERY OF WITHHELD INFORMATION FROM TITLE XI – CHAPTER 110 – SUBSECTION 110.16 – OUR RIGHT TO APPEAL THE DECISION IN WRITING

8:53

4G 16%

← Lacey Watkins



Monday, Jan 8 • 10:03 AM

Now is perf!

Fire inspection is coming right now to recheck the back. Otherwise you're good to go. The business license lady is leaving today because she's sick, but she said you can go ahead and open & you can get the license when she's back. No one is going to shut yall down 🤞 she just needs a copy of our "vendor contract" since it's not a lease, so I'll make that copy today!



Yay!!! This is GREAT news ❤️❤️❤️ thank you so much for checking into it!! We're headed there now to fix plumbing and finish moving in. 🙌🙌🙌🙌 And I've got the cash with me!

Perf! He just left:



I've got to go get ceiling tiles to cover the

😊 Text message



§ 110.16 - APPEALS TO COUNCIL OR ITS DESIGNEE.

- (A) Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- (B) A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the municipality.
- (C) Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- (D) For business licenses issued to businesses subject to business license taxes under S.C. Code Article 20, Chapter 9, Title 58, and S.C. Code Chapters 7 and 45, Title 38, the municipality may establish a different procedure by ordinance.

(Ord. No. 2021-11-09-01, passed 11-9-2021, eff. 5-1-2022)

Proposed Amendment to 2024-08-13-01

Removal of Failure to File Penalty for January 2024

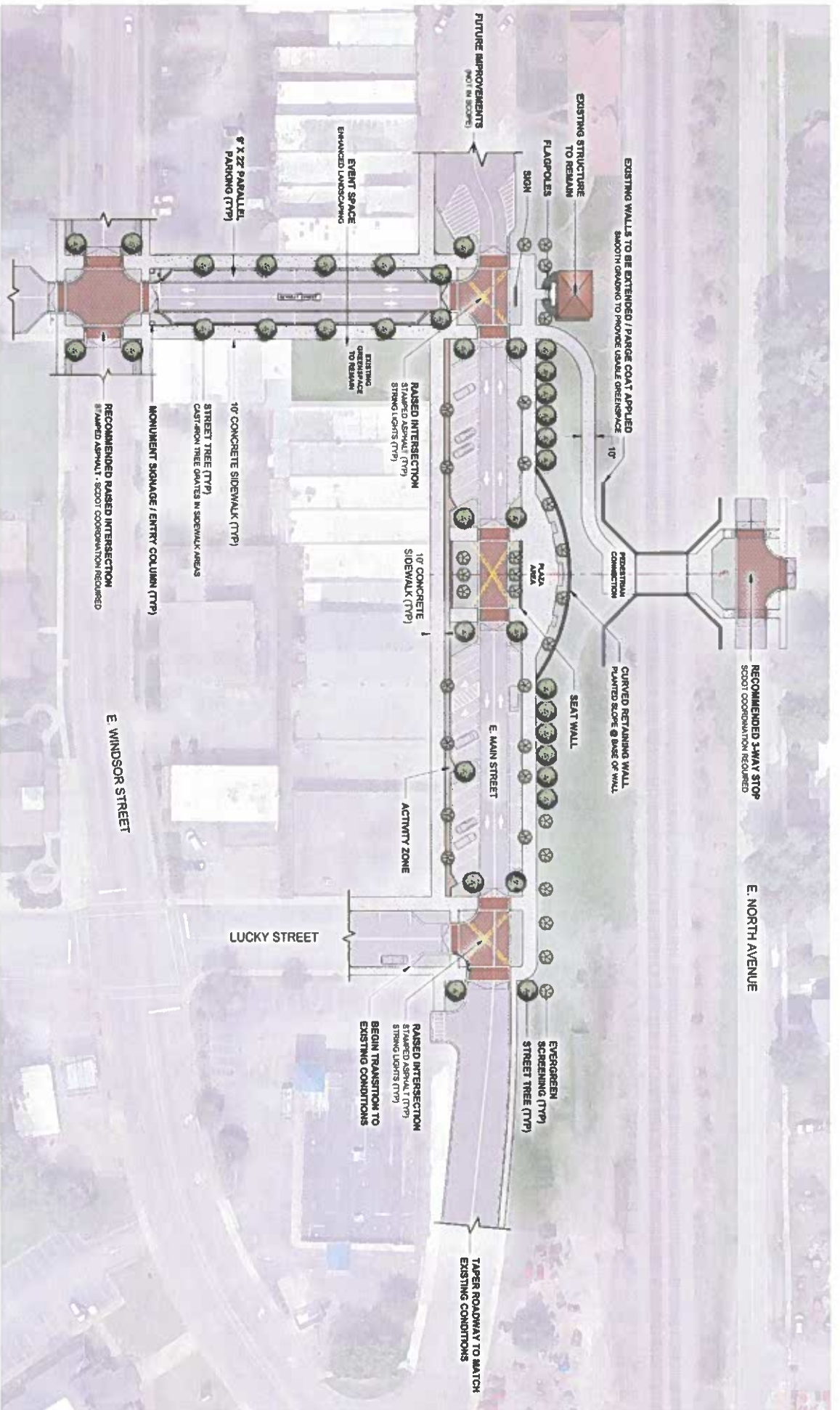
Removal of Failure to Pay Penalty for January 2024

Removal of Failure to File Penalty for February 2024

Removal of Failure to Pay Penalty for February 2024

Removal of Proof of Occupancy as Lease was terminated by Landlord after the suspension of our Business License

Removal of the entirety of Section 2 "The City Council Adopts the following findings of fact"



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



DOWNTOWN IMPROVEMENTS

CITY OF WESTMINSTER CONCEPTUAL PLAN
 WESTMINSTER, SOUTH CAROLINA
 PROJECT # 10024 | 07.23.2024

Category	N
Westminster Citizen	12
Local Business Owner	7
Oconee Citizen	4
Not Provided	3
Other	0
Total	26

In Favor of Plaza	N
Yes	9
No	3
No Preference Indicated	14

Retreat Street Comments	N
Prefer 1-Way	13
Prefer 2-Way	2
Extend Park into Retreat Street	2
No Preference Indicated	9

Filled Underpass	N
Supports	8
Does Not Support	1
No Preference Indicated	17

Raised Intersection	N
Supports	10
Does not Support	1
No Preference Indicated	15

Standalone Comments (1 Response)

Add Seated Swings

Make Main Street Plaza a Veteran's Plaza

Make Lucky Street One-Way

Turn Retreat Stree Park into a Hardscaped Plaza

Turn Retreat Stree Park into a Hardscaped Plaza

Redlight at Main and Retreat

Flip Direction of Retreat

Business Revitalization Should Come First

Clean up Back of Buildings Facing Windsor

Would like Larger Parking Spots

Additional Comments	N	No Mention of Issue
Responses with parking Concerns	8	18
Likes All As Presented	6	20
Responses regarding Bathrooms	3	23
Suggested Additional Signage	2	24
Suggested Tree or Shade	2	24

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.

MINUTES
WESTMINSTER CITY COUNCIL
Called Meeting
Wednesday August 21, 2024

The City Council of the City of Westminster met in a called meeting on Wednesday, August 21, 2024, at 12:00 pm in the Conference Room at City Hall with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey	Daby Snipes	Audrey Reese
Dale Glymph	Ruth May	

City Administrator, Kevin Bronson
Assistant to the City Administrator, Reagan Osbon
City Clerk, Rebecca Overton
Members of the Press and Public

Notice of the meeting and the agenda was posted on the door at City Hall 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 12:00 pm.

Invocation and Pledge of Allegiance

Mrs. Audrey Reese led the Council in the invocation and the pledge.

Certification of Quorum

Rebecca Overton certified a quorum.

Old Business

1. Second 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

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

August 21, 2024

Upon a motion by Mrs. Snipes and seconded by Mr. Glymph, the motion to ***approve second 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*** passed unanimously.

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

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

Mr. Bronson informed Council that Rory Jones of Jonnor Investments had withdrawn his bid offer amount of \$25,000. He added that he contacted the second highest bidder, Josh Thomas and he was agreeable to purchase the property for \$8,000, which was an amount lower than his original bid amount. Mr. Bronson also stated that Mr. Thomas wanted to amend the project completion time from 24 months to 36 months and the proposed property value from \$600,000 to \$200,000.

Upon a motion by Mrs. Snipes and seconded by Ms. May the motion to ***approve second reading of Ordinance 2024-08-21-02; an Ordinance to repeal Ordinance 2024-06-11-04 and to execute real property sale agreement between the City of Westminster and Josh Thomas of Thomas and Crain Real Estate*** passed.

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

Upon a motion by Mrs. Snipes and seconded by Mrs. Reese, the motion to ***approve the contract of sale for property owned by the City of Westminster located at 115 Riley Street, TMS #530-21-06-015*** passed.

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

Adjourn

Upon a motion by Mayor Ramey and seconded by Mrs. Reese, the motion *to adjourn the meeting at 12:15 pm* passed unanimously.

(Minutes submitted by Rebecca Overton)

Mayor Brian Ramey

Date

August 21, 2024

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

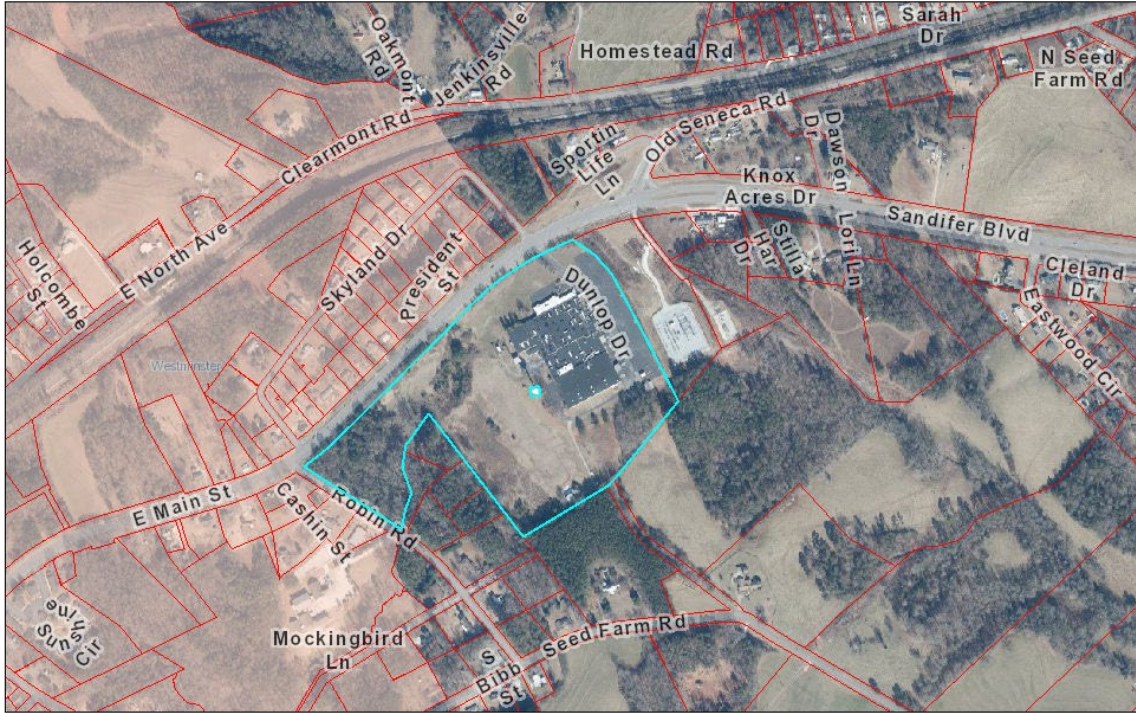
Attest:

By: _____
City Clerk

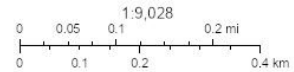
First Reading: _____ 20__
Second Reading: _____ 20__

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.

Rebecca Overton, WITNESS FOR CITY

Customer Service Rep, CITY OF WESTMINSTER EMPLOYEE TITLE

Michael Shmuel, ADDITIONAL WITNESS FOR CITY

Stephanie Holbrook, CITY OF WESTMINSTER EMPLOYEE SIGNATURE

Debbie Overton, WITNESS FOR OWNER

[Signature], OWNER OF PROPERTY SIGNATURE

Stephanie Holbrook, ADDITIONAL WITNESS FOR OWNER

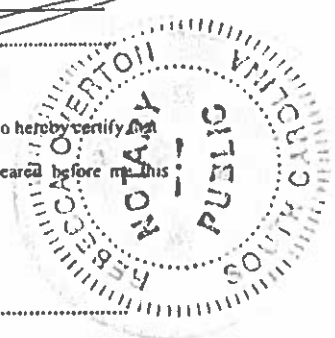
[Signature], OWNER OF PROPERTY SIGNATURE

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.

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

[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

BK 3079 PG 295-298

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

2050- Ret-

014463

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

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 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; (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.** 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.

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] _____ 6/29/23
Signature Address Date
X _____

FOR MUNICIPAL USE:

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



POPE FLYNN
GROUP

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

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

MEMORANDUM

To: City of Westminster
From: Pope Flynn, LLC
Date: August 7, 2024
Re: Annexation of Books for Less, LLC Property

The City of Westminster (the “City”) has decided to annex real property owned by Miles 302 Palmer LLC (the “Property Owner”), identified by TMS # 250-00-04-001 (the “Property”), which is the site of a wholesale book distributor known as Books for Less, LLC. Before the City considered annexing the Property, Oconee County (the “County”) placed the Property in a joint county industrial park a “MCIP”) pursuant to an Agreement for Development of a Joint County Industrial and Business Park (the “MCIP Agreement”) between the County and Pickens County (“Pickens County”). Further, the County entered into a Special Source Revenue Credit Agreement with the Property Owner (the “SSRC Agreement”). Pursuant to the SSRC Agreement, the County agreed to give the Company certain incentives; specifically, (1) a Special Source Revenue Credit against payments in lieu of taxes¹ of 45% during the first two years of the Agreement (subject to other terms set forth in the SSRC Agreement); and (2) an additional Special Source Revenue Credit in an amount equal to any rollback taxes that may apply to the Property (together, the “SSRCs”).

Under South Carolina law, because the Property is in an MCIP the County has the unilateral power to determine how all payments in lieu of taxes generated from real and personal property within the MCIP are allocated among taxing entities or credited to the Property Owner as SSRCs. Once City has completed the annexation of the Property, the City’s property taxes will also be considered payments in lieu of taxes and the County’s power in this regard will also apply to the City’s payments in lieu of taxes.² In addition, the City’s payments in lieu of taxes will be subject to the SSRC Agreement, meaning that the Property Owner will receive a credit of 45% of the amount that it would otherwise pay to the City.³

¹ When real property is designated as an MCIP, the real and personal property located within the MCIP becomes exempt from all property taxes, but the Property Owner must pay “payments in lieu of taxes” equal to the amount of property taxes that would otherwise be due. The amount paid by the Property Owner is subject abatement through “special source revenue credits.”

² The County would have been required to obtain the City’s consent to the MCIP if it had been established after the City completed the annexation of the Property, but this consent was not required because the Property was not in the City at that time.

³ This interpretation of South Carolina law was recently affirmed by the South Carolina Court of Appeals in its opinion in *City of Hardeeville v. Jasper County, et al.*, Opinion No. 6071, July 17, 2024.

By letter dated June 10, 2024, the City asked the Oconee County Council (the “County Council”) to amend the allocation of payments in lieu of taxes from the MCIP to include a distribution of revenue to the City. The City proposed that the amount payable to the City in each year would be reduced based upon (1) the terms of the MCIP Agreement to provide 1% of such revenues to Pickens County, and (2) the abatement of 45% of the City’s revenue to provide the SSRs to the Property Owner. Any amounts remaining after such reductions would be remitted to the City in the same manner as other property tax receipts.

On July 16, 2024, the County Council held an executive session to discuss this matter and passed the following motion:

Motion to direct the County Attorney to draft a revised multi-county industrial park distribution ordinance to allow for a fee in lieu of tax distribution to the City of Westminster, with respect to Project Galt/Books for Less, in the same proportion as it would have received if the property was not in a multi-county industrial park, provided that it is revenue neutral to the County and there is no objection by the company.

I am informed by the County Attorney that the County Council’s intent with the language of this motion was to accept the City’s proposal. The County Attorney is drafting an ordinance that makes the appropriate amendments to the allocation of revenue from the MCIP, and has agreed to share a draft prior to County Council taking action.

To summarize, because the Property is being annexing after it was placed in an MCIP the City does not have leverage to require the County to allocate any revenue to the City, other than a nominal amount. The City made a reasonable request to the County to ensure that the City receives revenue from the MCIP while also ensuring that the Property Owner receives the same benefits with respect to the City’s payments in lieu of taxes that it does with respect to County and other payments in lieu of taxes. It appears that the County Council has accepted the City’s reasonable request. This resolution could be implemented through the County’s enactment of an ordinance to this effect and would likely not require any action by City Council.

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

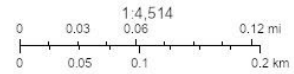
First Reading: _____ 20__
Second Reading: _____ 20__

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

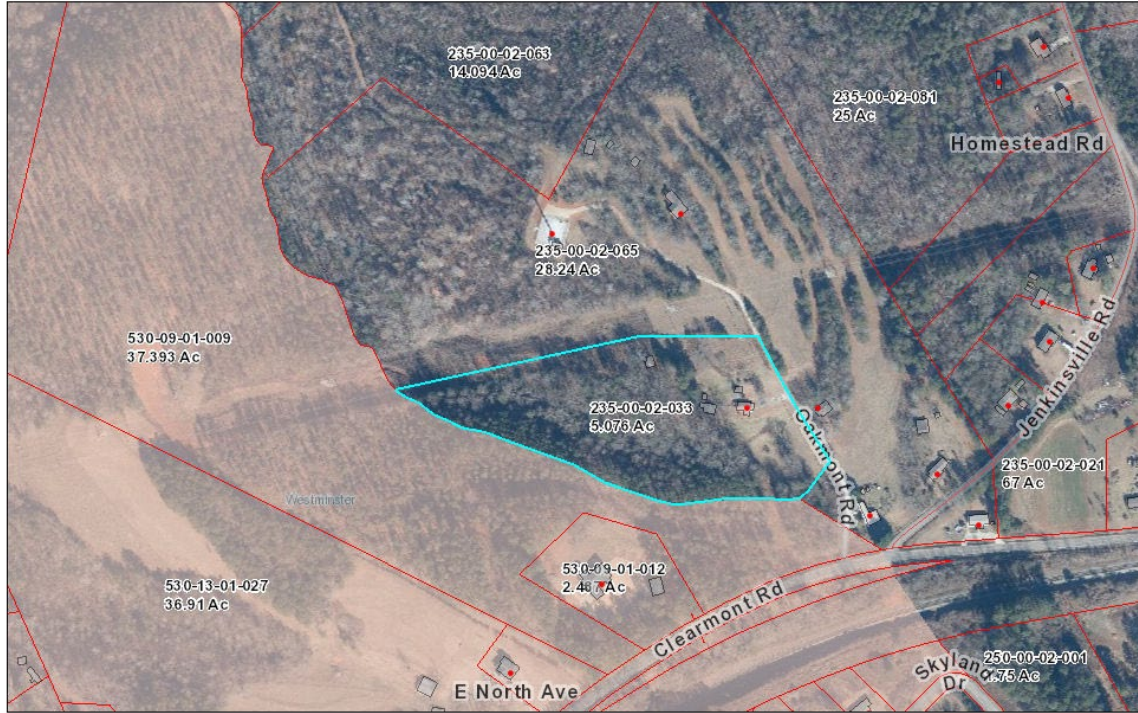
Attest:

By: _____
City Clerk

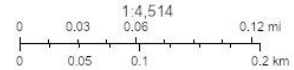
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 143 Oakmont Road



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



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.

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, Kiley Carter, Deborah Overt.

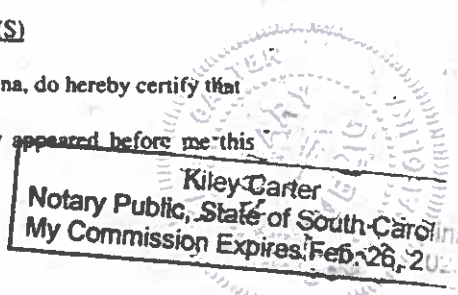
Administrative asst. signature, Connie Baty signature, Joyce Winkler signature.

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

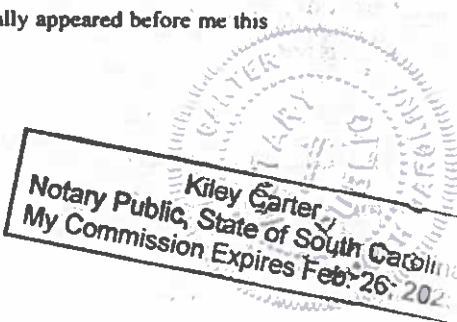


STATE OF SOUTH CAROLINA COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

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



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

City Administrator signature

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 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.





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: [Handwritten Signature] Address: 143 OAKmont Rd Westminster SC 29693 Date: 3-9-23

FOR MUNICIPAL USE:

Petition received by [Signature] Date Description and ownership verified by [Signature] Date Recommendation: Acpt Date By

Oconee COUNTY

STATE TAX _____

COUNTY TAX _____

EXEMPT W

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

2017 AUG -8 P 4 32

CONVEYED WITHOUT TITLE EXAMINATION BY RKW

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 BLK 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

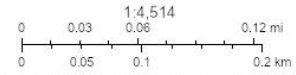
First Reading: _____ 20__
Second Reading: _____ 20__

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

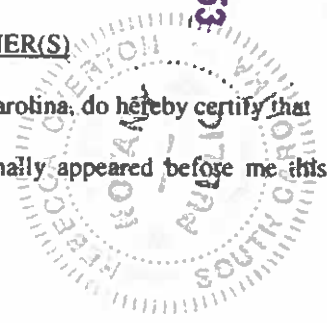
2022 MAR -4 AM 11:53

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: 1/22/2031

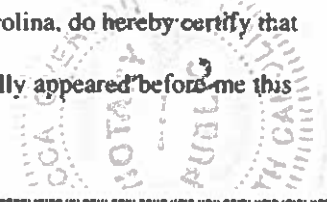


STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Rebecca Overton, Notary Public for the State of South Carolina, do hereby certify that 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: 1/22/2031



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

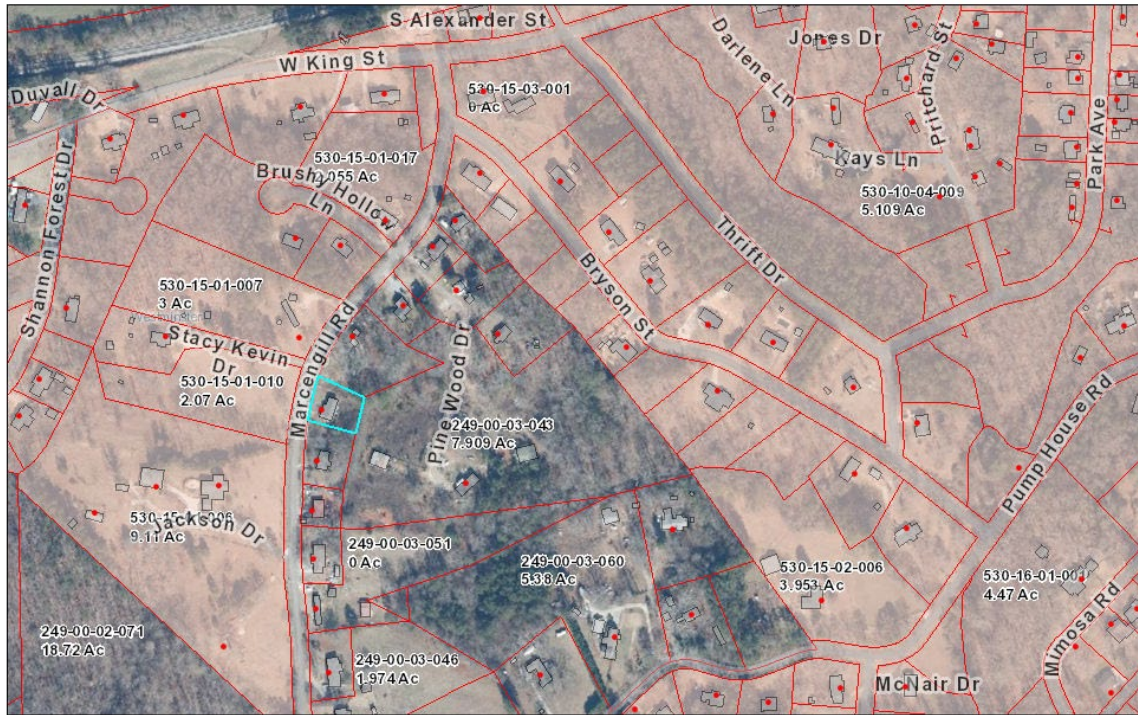
Attest:

By: _____
City Clerk

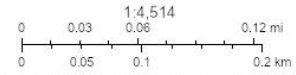
First Reading: _____ 20__
Second Reading: _____ 20__

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 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 Oweh, Stephanie Holbrooks.

Customer Service Rep and Owner signatures: Stephanie Holbrook, Jeremy & Shellie Fassett.

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.

Notary signature: Kiley Carter, 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.

Notary signature: Kiley Carter, My Commission Expires: 2/26/25

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

City Administrator signature

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 Marcellus 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 _____

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

C. Davis

MAR 30 2023

2023 MAR 29 PM 1:37

Auditor, Oconee County S.C.



Barcode ID: 2324939 Type: DEE
Recorded: 03/29/2023 at 01:37:00 PM
Fee Amt: \$37.20
Tax: \$22.20
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 2

FOR OFFICE USE ONLY
THIS PROPERTY DESIGNATED AS
MAP 249 SUB 00 BLK 03 PARC 013
ON OCONEE COUNTY TAX MAPS
13
OCONEE COUNTY ASSESSOR

BK **2923** PG **195-196**

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA)
)) WARRANTY DEED
COUNTY OF OCONEE)

GRANTEE'S ADDRESS: *111 Mc Nair Dr.
Westminster SC 29693*

KNOW ALL MEN BY THESE PRESENTS, That we, Brian K. Sanford and Joshua E. Sanford, in the State aforesaid, for and in consideration of the sum of SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS, to paid by Shellie O'Kelley Fassett and Jeremy Dueane Fassett, as joint tenants with the right of survivorship, and not as tenants in common, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release 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:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, lying just west of the City Limits of the Town of Westminster, and being known and designated as Lot No. 2 of a subdivision of the property of J. C. Freeman as shown on a plat thereof by Harry U. Earle, RLS dated January 5, 1961 and recorded in Plat Book T, page 147, records of Oconee County, South Carolina.

This being the identical property conveyed unto Brian K. Sanford and Joshua E. Sanford by deed of Teresa Faye Pressley Webb dated November 24, 2021 and recorded November 30, 2021 in Deed Book 2755, page 228, records of Oconee County, South Carolina.

TMS #249-00-03-013

FURTHER THIS CONVEYANCE is specifically 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 Clerk of Court for Oconee County, South Carolina.

*15⁰⁰
012469*

MJM Law, LLC dba Merrell Jahn & McDuff
Attorneys at Law

119B Professional Park Drive
Seneca, SC 29678

OCONEE COUNTY
STATE TAX 15.60
COUNTY TAX 6.60
EXEMPT _____

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

[Signature]

[Signature]

Brian K. Sanford (SEAL)

Brian K. Sanford

Joshua E. Sanford (SEAL)

Joshua E. Sanford

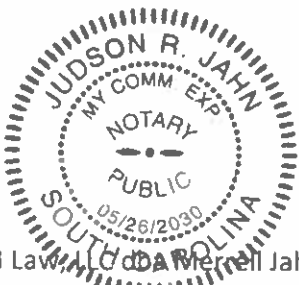
FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2023 MAR 29 PM 1:37

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.



[Signature]

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

MJM Law, LLC
Attorneys at Law
Judson R. Jahn & McDuff

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

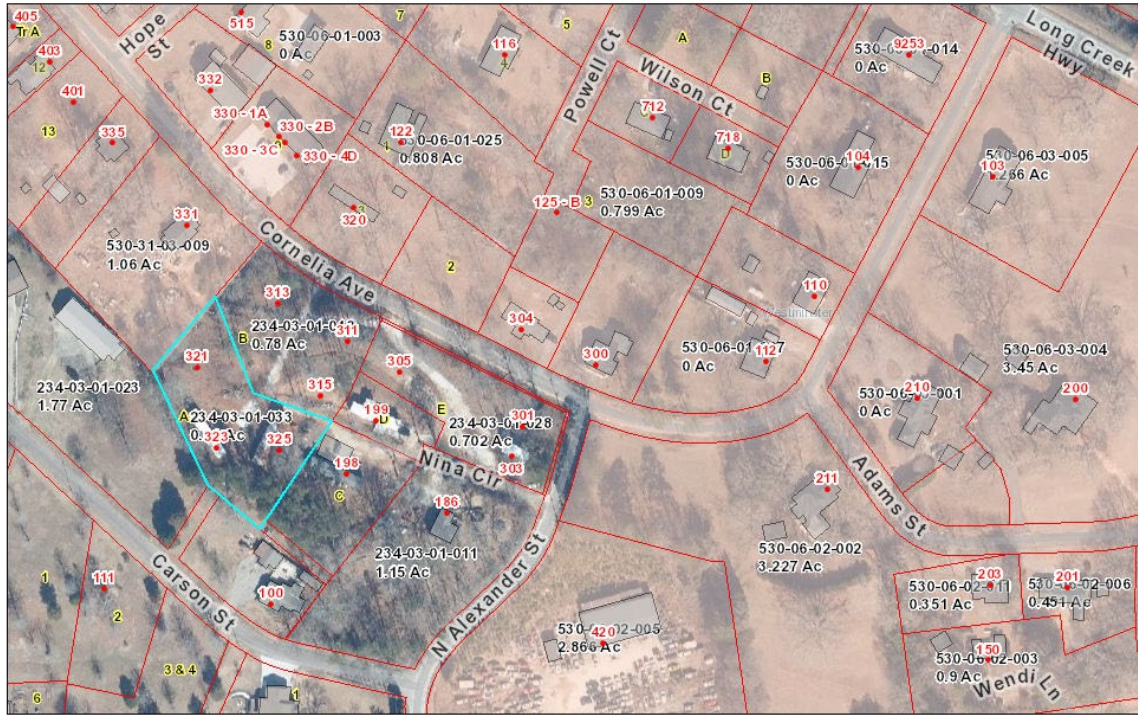
Attest:

By: _____
City Clerk

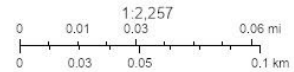
First Reading: _____ 20__
Second Reading: _____ 20__

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.

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

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

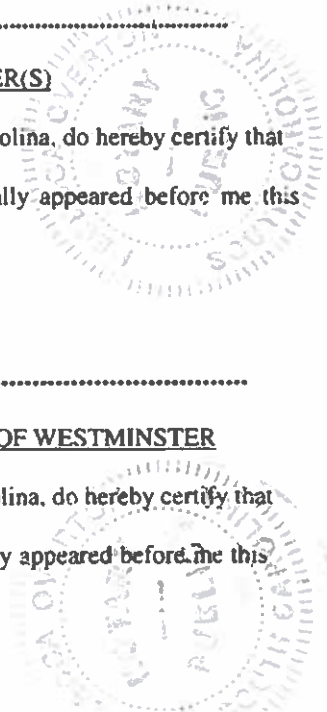
ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

BK **2786** PG **320-322**

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.
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- 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 #2024-09-10-08

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

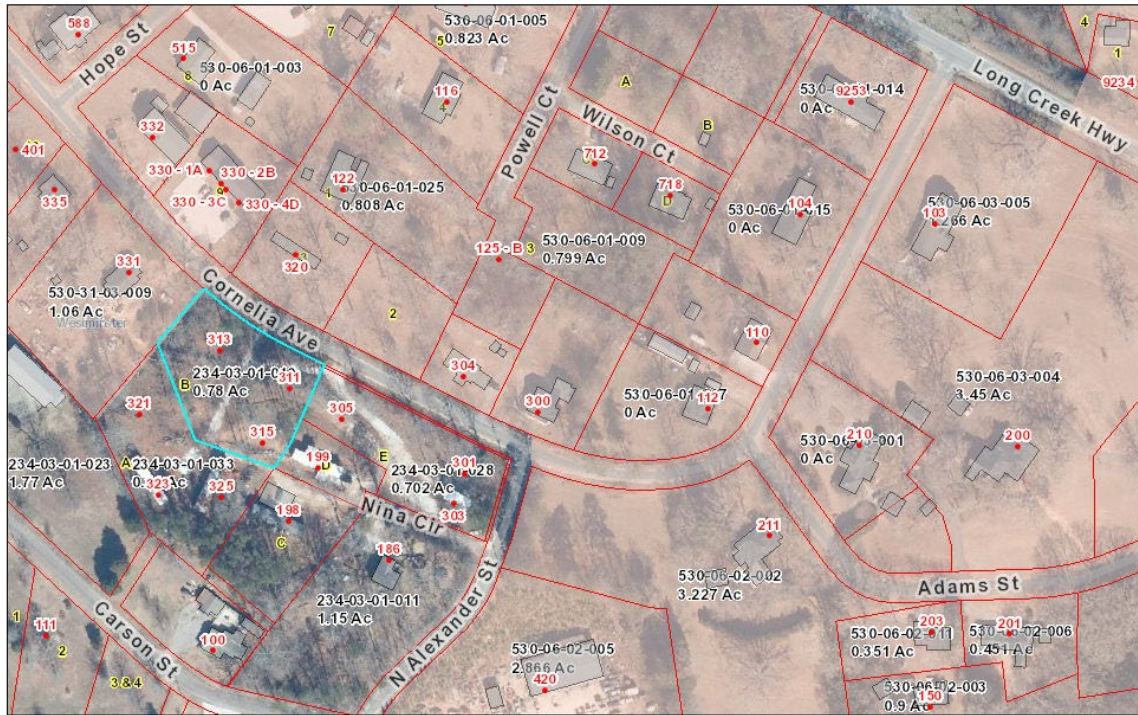
Attest:

By: _____
City Clerk

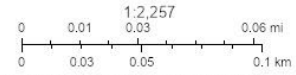
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: 311 Cornelia Avenue



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



Imagery collected in 2023 by Kuera 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 Kuera 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

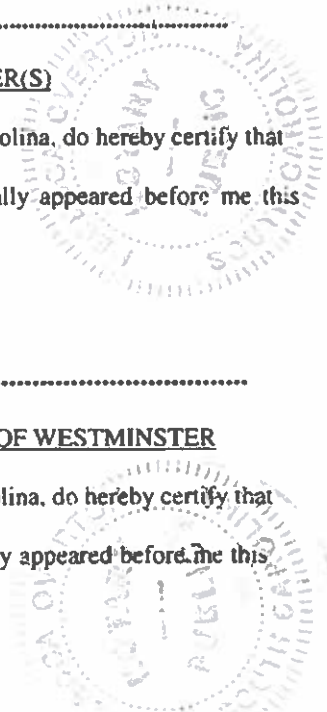
ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

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- 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.
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- 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

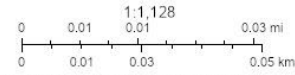
First Reading: _____ 20__
Second Reading: _____ 20__

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.

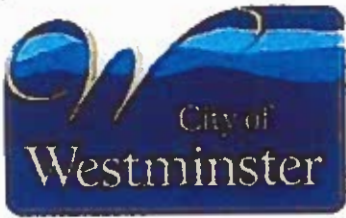
21 **Sealed Instrument** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.

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


Initial

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

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 Stephan Adams

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

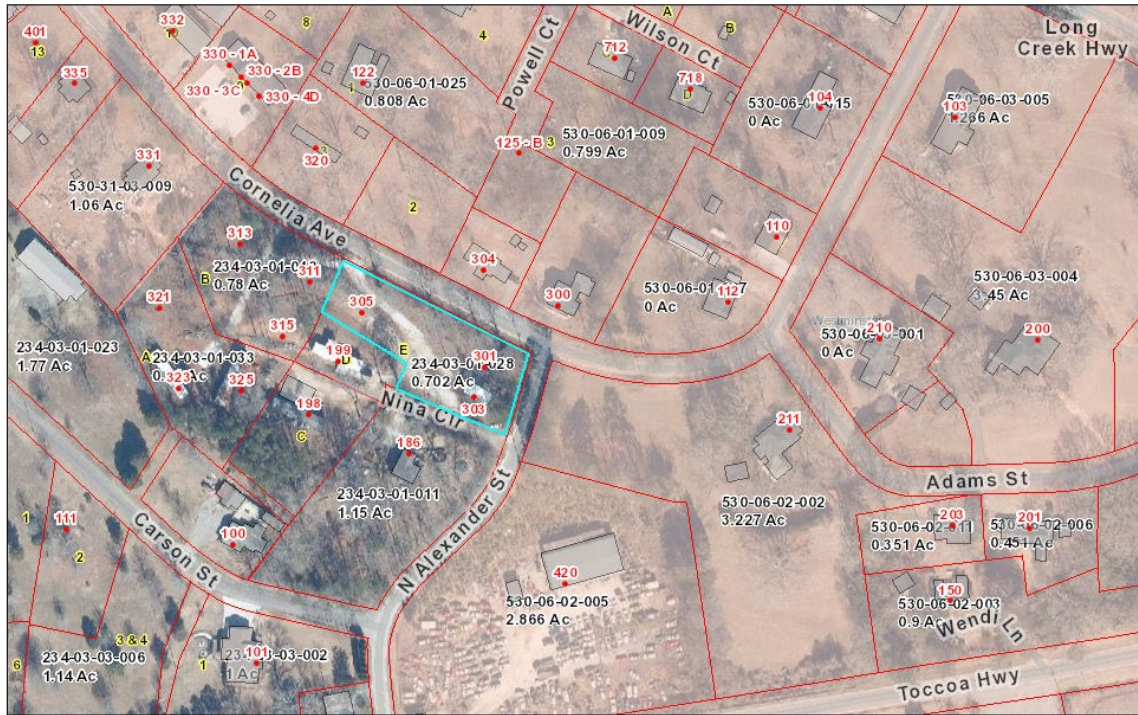
Attest:

By: _____
City Clerk

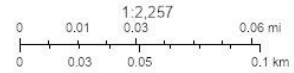
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: Lot E (Cornelia Avenue)



7/17/2024, 4:32:05 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. |

234-03-01-028

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 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

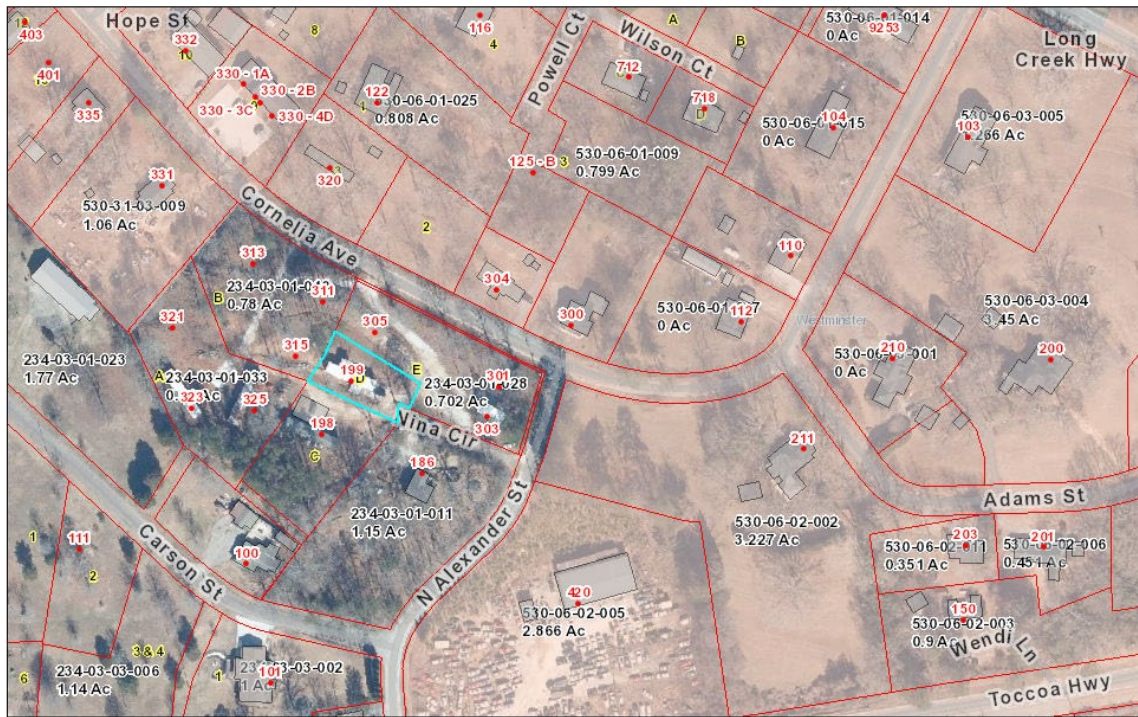
Attest:

By: _____
City Clerk

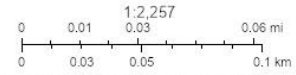
First Reading: _____ 20__
Second Reading: _____ 20__

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

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 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.

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.

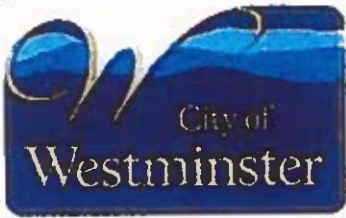
20 **Governing Law and Forum** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.

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): 234-03-01-026

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

Signature Randy Moran

Address 9112 West Oak Hwy Geneca SC 29678

Date 01/24/2022

FOR MUNICIPAL USE:

Petition received by Covenant Date 1-21-2022
Description and ownership verified by owner Date 1-21-2022
Recommendation Approved
By Stephen Holmes Date 1-24-2022

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

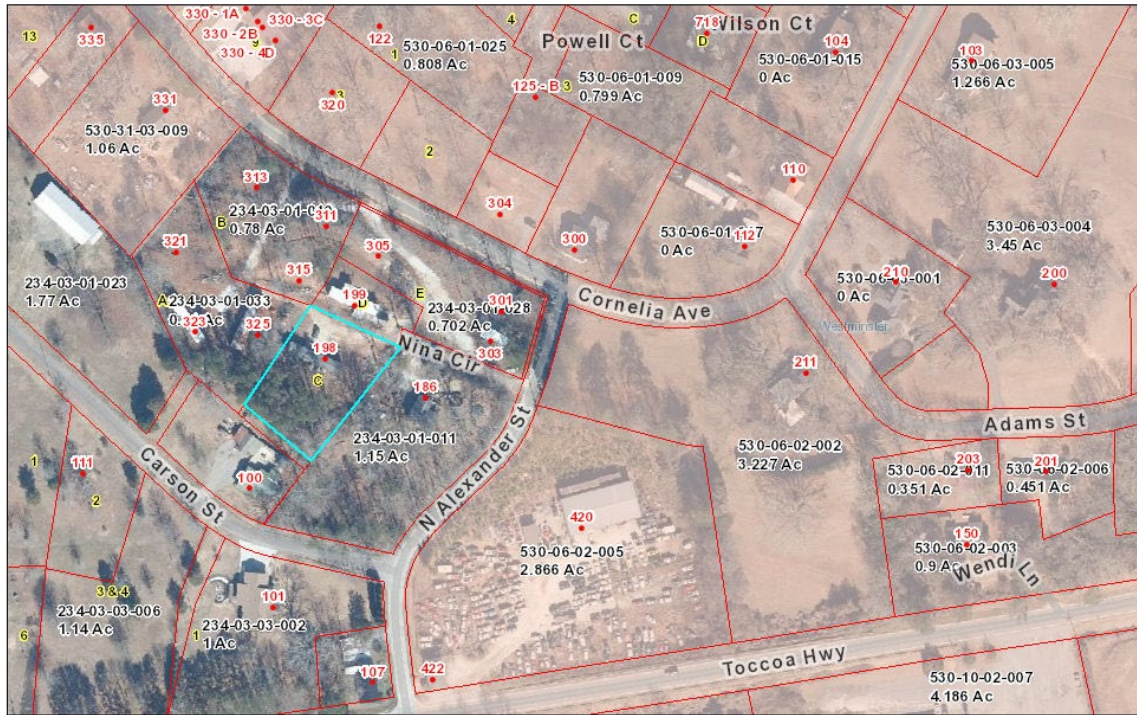
Attest:

By: _____
City Clerk

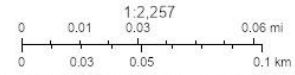
First Reading: _____ 20__
Second Reading: _____ 20__

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.

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. |

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.

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.
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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
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

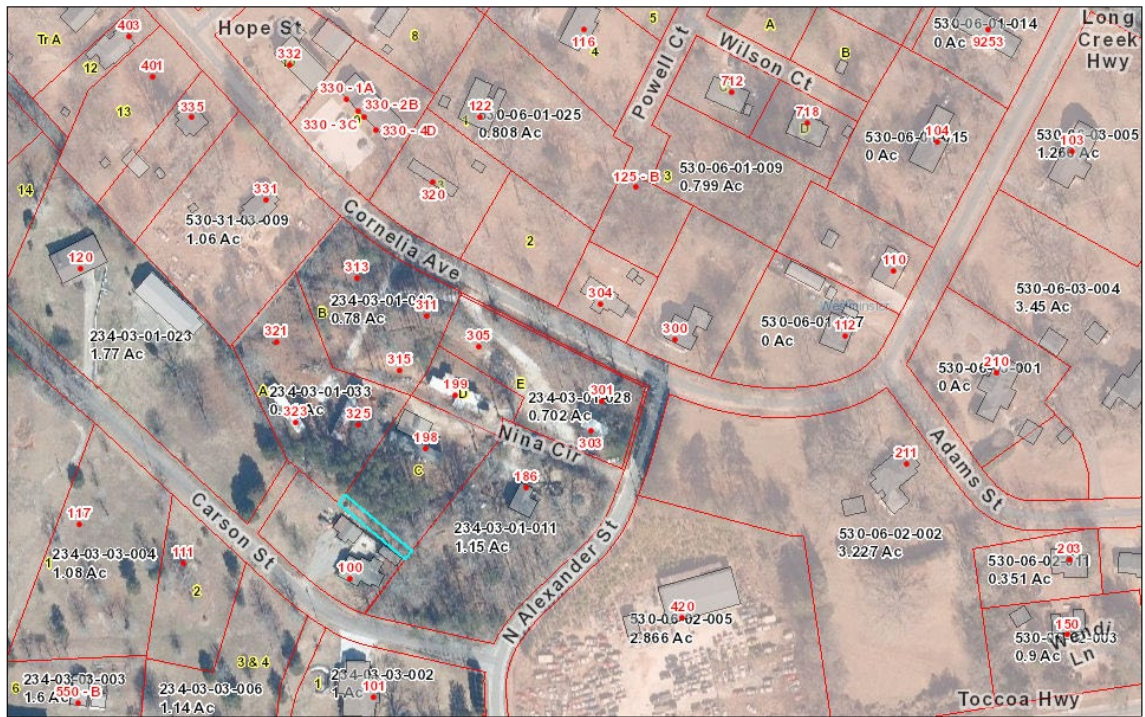
Attest:

By: _____
City Clerk

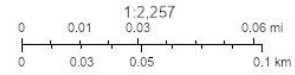
First Reading: _____ 20__
Second Reading: _____ 20__

EXHIBIT A

Exhibit A: Lot F (Nina Circle)



7/17/2024, 4:37:14 PM



Imagery collected in 2023 by 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. |

234-03-01-031

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.

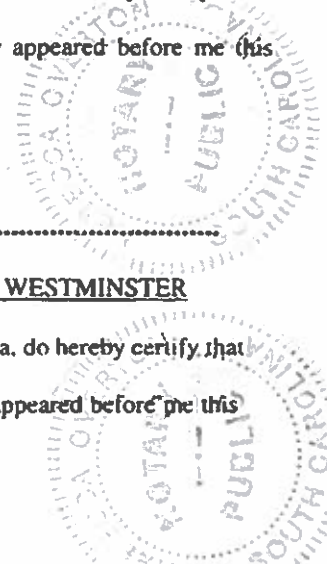
Debecca Overton
Notary Public of South Carolina
My Commission Expires: 1/22/2031

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.

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.

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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.
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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: Randy Mann, 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

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

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2024-10-11-02

CITY OF WESTMINSTER)

AN ORDINANCE TO REZONE A CERTAIN PARCEL IN THE CITY OF WESTMINSTER FROM R-15 (ONE-FAMILY RESIDENTIAL) TO R-6 (ONE FAMILY RESIDENTIAL).

WHEREAS certain property in the City of Westminster on 610 S Piedmont Street and further identified by Oconee County Tax # 530-29-02-002 is currently owned by Ms. Faith Riddering *et al.*, and

WHEREAS, the property was formerly the site to a religious charity organization, and

WHEREAS, the property had two structures on it for a number of years, one of which has been demolished, and

WHEREAS, the remaining structure has been unoccupied for a number of years, and

WHEREAS, the property is currently zoned as R-15, a zoning classification that prohibits a redevelopment of a second structure due to the structure and setback requirements, and

WHEREAS, the property owners have expressed a desire to redevelop the second property into a residential property, and

WHEREAS, the property surrounding the site is occupied and zoned residential, and

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

WHEREAS, the Planning Commission evaluated the rezoning request in accordance with the guidelines of City Code and found that the rezoning request did comply with the Comprehensive Plan for the City of Westminster and the proposed use is consistent with the surrounding neighborhood and historic use, and

WHEREAS, the Planning Commission voted to recommend to the City Council that the property be rezoned from R-15 to R-6, and

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

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

That the boundaries of the zoning districts as indicated on the Official Zoning Map of the City which is part of the Westminster Zoning Code, be amended to reflect that the parcel identified as Oconee Tax Map #530-29-02-002 be rezoned from R-15 Single-Family Residential to R-6 Single-Family Residential.

APPROVED, this 08 day of October, 2024

Brian Ramey, Mayor

First Reading: September 10, 2024

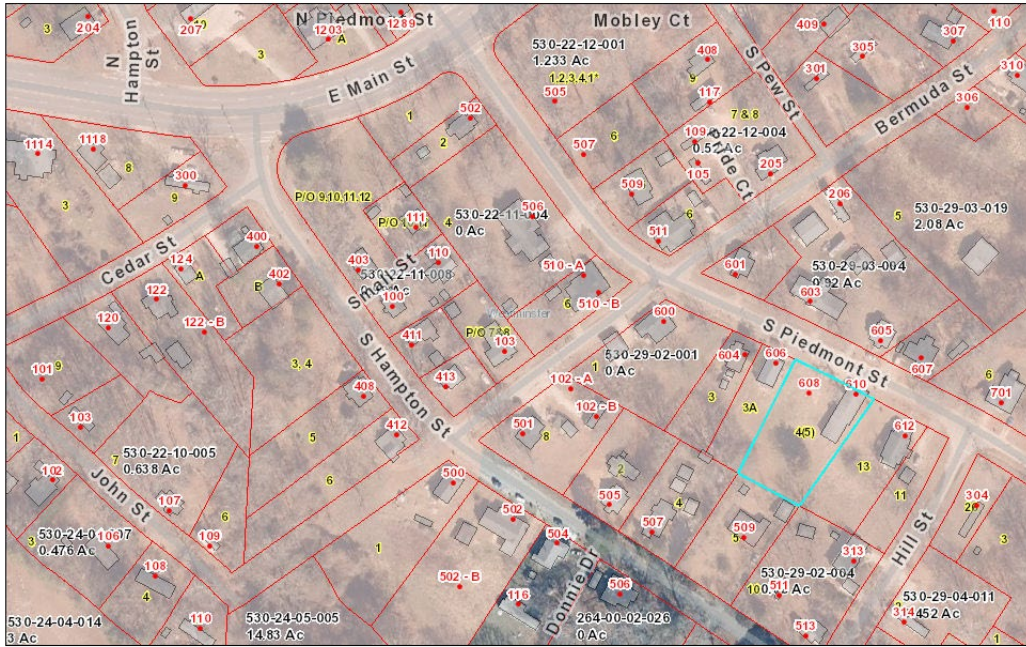
Rebecca Overton, City Clerk

Second Reading: October 08, 2024

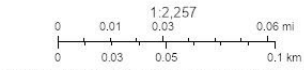
Reviewed by City Attorney and approved as to form:

Andrew Holliday, City Attorney

610 S Piedmont Street



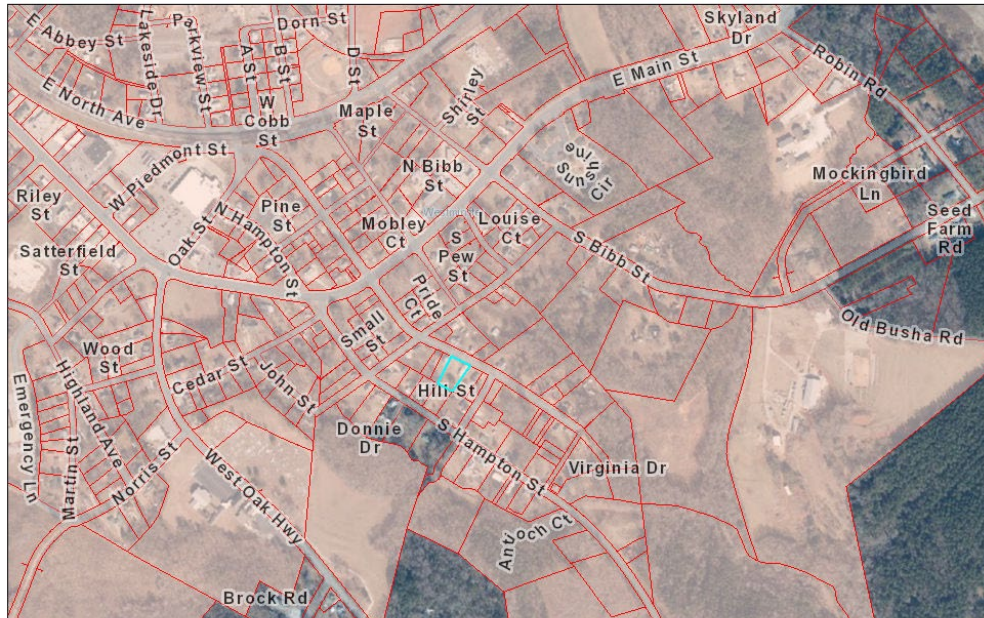
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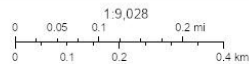
Imagery collected in 2023 by Kuvera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri.

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.

610 S Piedmont Street Out



7/22/2024, 11:48:09 AM



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



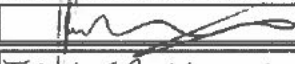

2024-003

ZONING AMENDMENT APPLICATION

Code Compliance and Development Office
100 E Windsor St, Westminster, SC 29693-0399
864-647-3200 x 105 www.westminsteresc.org

Notes and Instructions:

Zoning amendments should be consistent with the comprehensive plan. A pre-application meeting prior to submission of a zoning amendment application is recommended. The form below must be fully executed and signed by the property owner(s) and submission of the required information and application fee paid before the scheduling of a public hearing.

APPLICATION & PUBLIC NOTICE INFORMATION			
APPLICATION DATE:		ZA	
PUBLIC HEARING DATE:	August 19, 2024	RECEIVED BY:	Reagan Osborn
PROPERTY POSTED DATE:		FEE:	\$75.00
PUBLICATION DATE:		RECEIPT #:	008392
SUBJECT PROPERTY INFORMATION			
STREET ADDRESS:	610 S. Piedmont Street	TMS/PIN #:	530-29-02-002
DEED BOOK/PAGE #:	2940 177	PLAT BOOK/PAGE#:	P62 682
SUBDIVISION NAME:		BLOCK:	2
		LOT:	4 & 5
		AREA SQ. FT.	20,909
CURRENT ZONING:	R-15	PROPOSED ZONING:	R-6
OWNER(S) OF RECORD			
OWNER(S) NAME:	Kaleb Riddering, Aaron Riddering, Faith Riddering		
MAILING ADDRESS:	299 Adventure Trail, Westminster, SC 29693		
PHYSICAL ADDRESS:			
HOME PHONE:		WORK PHONE:	
CELL PHONE:	Text Home		
EMAIL:			
<p>I (We) certify that the information submitted is true and accurate; there are no recorded deed restrictions or restrictive covenants that apply to this property which are contrary to, conflict with, or prohibit the permitted activity being requested.</p> <p><input type="checkbox"/> I (We) appoint the below named person as my (our) agent to represent me (us) in this request for zoning amendment.</p>			
DATE:	06/11/2024	 Faith Riddering	
		 Kaleb Riddering	
		OWNER(S) SIGNATURE	
OWNER(S) AGENT/DESIGNEE			
AGENT NAME:			
MAILING ADDRESS:	299 Adventure Trail, Westminster, SC 29693		
PHYSICAL ADDRESS:			
HOME PHONE:		WORK PHONE:	
CELL PHONE:			
EMAIL:			
DATE:		AGENT/DESIGNEE SIGNATURE:	

DESCRIPTION OF REQUEST (Answer all questions under this section)

A. Describe the existing uses of the subject property and the existing site improvements, buildings, and activities:

The property is vacant at present.

B. Describe the proposed uses of the subject property and the proposed site improvements, buildings, and activities:

We realize this was 2 lots in the past. We would like to take it back to that.

C. Describe the existing land use and zoning district classification of all abutting properties:

Residential housing

D. Describe how the existing conditions have changed making the request valid :

The Town of Westminster has recently updated their zoning laws to include lots for smaller homes.

E. Describe how the proposed amendment will answer the changes of conditions:

We would like to subdivide the lot.

F. Describe how the proposed amendment furthers the objectives of the comprehensive plan:

Providing places for homes in the Town of Westminster and eliminating the vacant lot. We have had to call the police because of people congregating on the lot.

SUBMITTAL CHECKLIST

PRE-APPLICATION CONFERENCE

Date:

SITE PLAN – (1"=20' Scale or larger) showing boundaries, buildings, site-improvements with setbacks for each.

ELEVATIONS if new construction or addition.

TRANSPORTATION ANALYSIS, if requested.

CONCEPTUAL MASTER PLAN, if request.

ADDITIONAL INFORMATION, if requested.

OTHER:

RESOLUTION 2024-09-10-01: A RESOLUTION COMMITTING THE CITY OF WESTMINSTER TO PROVIDING A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.

Whereas, the City of Westminster completed a Downtown Masterplan and Rebranding Strategy in 2023; AND

Whereas, both plans called for a freshening up of Downtown branding and place ; AND

Whereas, the City of Westminster has identified the need for new vertical light-pole banners and banner hanging equipment.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER THAT:

- 1) the Westminster City Council hereby commits to provide a local cash/in-kind match of at least \$500, which equals the minimum five-percent local match required by the Municipal Association of South Carolina, to support the City of Westminster's application for a \$10,000 Hometown Economic Development Grant. These grant and local matching funds will be used for the purchase of promotional pole banners and hanging attachments; AND
- 2) The City will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This resolution is made regarding the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before September 27, 2024.

Brian Ramey, Mayor

ATTEST:

Rebecca Overton, City Clerk

[SEAL]

RESOLUTION NO. 02024-9-10-02

A RESOLUTION TO AMEND THE EQUIPMENT LIST ORIGINALLY INCORPORATED INTO THE LEASE AGREEMENT DATED SEPTEMBER 9, 2022 BETWEEN THE CITY OF WESTMINSTER, A POLITICAL SUBDIVISION AND BODY POLITIC AND INCORPORATE UDER AND BY VIRTUE OF THE LAWS OF THE STATE OF SOUTH CAROLINA AND TRUIST BANK

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a legally constituted municipal corporation incorporated by Act No. 744 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1875, and maintains a combined utility system (the “*System*”); and

WHEREAS, the City’s Council adopted Ordinance 2022-19-12-01; and

WHEREAS, the City listed the equipment to be purchased included an electric line truck; and

WHEREAS, the City would like to modify the equipment list to remove the electric line truck; and

WHEREAS, the City’s would like to add the following equipment; one tractor/mini excavator, one tractor, two pickup trucks and one hydrant and valve turning device;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Westminster (the “*Council*”), the governing body of the City, in a meeting duly assembled:

Hereby adopts this resolution committing to approve the removal and addition of specified equipment with all other terms and conditions as originally agreed upon to remain in tact.

DONE AND ADOPTED IN COUNCIL ASSEMBLED, this 10th day of September 2024.

CITY OF WESTMINSTER, SOUTH CAROLINA

Brian Ramey, Mayor

[SEAL]

Rebecca Overton, City Clerk

**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 September 11, 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 cost plus 5%. 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.

- Cost plus 5%

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 BREC’s 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 BREC 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.

**CITY OF WESTMINSTER BID OPENING
TABLUTAION SHEET**

Project Title: SCEMD Backup Generators

Date: 08/30/2024

Procurement Manager (Title): Reagan Osbon (Assistant City Administrator)

Contact: (864)647-3212; rosbon@westminstersc.org

Proposer	Received on time?	To Form?	Bid Price
Davis Power Solutions	Yes	Yes	\$251,200.00
Clements Electrical Inc	Yes	Yes	\$430,975.00
Carrick Contracting Corporation	Yes	Yes	\$421,004.00

Signature: *KWB*

Date: 8/30/2024

**CITY OF WESTMINSTER BID OPENING
SIGN-IN SHEET**

Project Title: SCEMD Back-Up Generators

Date: 08/30/2024

Procurement Manager (Title): Reagan Osbon (Assistant City Administrator)

Contact: (864)647-3212; rosbon@westminstersc.org

Name	Company/Firm	Title	Email
Jessica Evans	Carrick Contracting	Project Coord.	Jevans@carrickcontracting.com
Jason Dix	Clements Electrical		jasondix@clémentselectrical.com
Reagan Osbon	Westminster	ACA	rosbon@westminstersc.org
Scott Paris	Westminster	Utilities Director	sparise@westminstersc.org
Kevin Harbin	Westminster	PW sup.	kharbin@westminstersc.org
Kevin Bronson	Westminster		
Paul Davis	Davis	President	paul@davispower.com
Witnessed:  8/30/2024			

8) BID FORMS

**BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 9,575.00	\$ 9,575.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 80,770.00	\$ 80,770.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 7,325.00	\$ 7,325.00
5	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$65.00</u>	1	LS	\$ 8,360.00	\$ 8,360.00

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 109,330.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 9,388.00	\$ 9,388.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 74,340.00	\$ 74,340.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 7,325.00	\$ 7,325.00
5	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$45.00</u>	1	LS	\$ 8,360.00	\$ 8,360.00

TOTAL CITY Maintenance Shop Price:

\$ 102,713.00

Print Name: Joe Wilke

Signature:  Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 6,057.00	\$ 6,057.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 73,733.00	\$ 73,733.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,950.00	\$ 8,950.00
5	Site Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$45.00</u>	1	LS	\$ 10,155.00	\$ 10,155.00

TOTAL HWY 76 Pump Station Price:

\$ 101,195.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 6,199.00	\$ 6,199.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 80,162.00	\$ 80,162.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,950.00	\$ 8,950.00
5	Site Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$65.00</u>	1	LS	\$ 10,155.00	\$ 10,155.00

TOTAL North Avenue Pump Station Price:

\$ 107,766.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$109,330.00
Site #2: Maintenance Shop	\$102,713.00
Site #3: HWY 76 Pumpstation	\$101,195.00
Site #4: North Avenue Pumpstation	\$107,766.00
TOTAL	\$421,004.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Verizon Wireless
Brief Description and location:
Ash NC, 50 KW Diesel generator was installed at a Verizon Wireless cell site.

Completed Dollar Amount: \$ _____
Date Completed: 6/28/2024
Contact Person's Name: Jamie Cyr

2) Name of Project Owner: American Tower Corp
Brief Description and location:
Installation of back up generators for several ATC cell sites in South FL.

Completed Dollar Amount: \$ _____
Date Completed: Various
Contact Person's Name: Troy Melnick

3) Name of Project Owner: T-Mobile
Brief Description and location:
Carolinas Market - Install back up generator for various T-Mobile sites

Completed Dollar Amount: \$ _____
Date Completed: Various
Contact Person's Name: Jessica Evans

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**CERTIFICATE OF
FAMILIARITY**

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY**

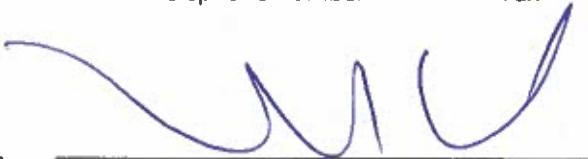
The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

MINORITY BUSINESS: Are you a minority business?

▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ No x

<u>1450 Kinetic Rd</u> Mailing Address	<u>Thomas J Carrick</u> Printed Name
<u>Lake Park FL 33403</u> City, State, Zip	<u>President</u> Title
<u>08/30/2024</u> Date Number	<u>561-844-5322 561-844-5641</u> Telephone Number Fax
REMITTANCE ADDRESS <u>Carrick Contracting Corporation</u> Company Name the IRS)	<u></u> Authorized Signature (As registered with
<u>1450 Kinetic Rd</u> Address	<u>Jbyers@carrickcontracting.com</u> E-Mail Address
<u>Lake Park FL 33403</u>	<u>561-844-5641</u>

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

City, State, Zip

Fax Number

561-844-5322

Telephone Number

Toll Free Number

65-0344492

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX B:
General Conditions Acknowledgement

GENERAL CONDITIONS

1. **DEFAULT:** In the case of default by the Contractor, The City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting Contractor will be considered until the assessed charged has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATIONS:** The Contractor agrees to indemnify and hold harmless the City of Westminster and all City officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the City Administrator. Copies of all correspondence concerning this contract shall be sent to the City of Westminster, PO Box 399 Westminster, South Carolina 29693. All change orders must be authorized in writing by the City Administrator. The City of Westminster shall not be bound to any changes in the original contract unless approved in writing by the City Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargos, and usually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform is caused by default of a subcontractor if such defaults arise out of causes beyond the control of both the Contractor and subcontractor, unless the supplies are serviced in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLICITY RELEASE:** Contractor agrees to refer to award of this contract as commercial advertising in such a manner as to safely or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of contract may be used and then only with

prior approval from the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City staff.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the control and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Westminster.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sexual orientation, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The City reserves the right to make additional purchases at the submitted bid prices, during the specific period.
12. **S.C. SALES TAXES:** A sales tax will be added to all orders; however, lump sum bids shall include sale tax in price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the City your compliance.*

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue of the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A) (3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of revenue. Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form or approved equal. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. There will be no exceptions to these payment terms unless approval is obtained in writing from the City of Westminster.
14. **BID REQUIREMENTS:** Bid requirements on the materials and equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The City of Westminster will determine if minor deviations from these features are acceptable.
15. **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviation, if any, is required but will not be construed as waiving any requirements of the specification. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by the City of Westminster, along with a written purchase order and signed contract form, shall constitute a contract equally binding between the successful offeror and the City of Westminster. No different or additional terms will become a part of this contract, with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Westminster.
18. **AMENDMENTS:** All Amendments to and interpretation of this solicitation shall be in writing and issued by the City of Westminster. The City of Westminster shall not be legally bound by any amendments or interpretation that is not in writing.
19. **BID EVALUATIONS:** Bids received will be evaluated by the City Administrator or his designee. The award shall be made only to the lowest, responsive and responsible contractor who possess the ability or have access to resources to perform successfully under the terms and conditions. Consideration must be given to such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
20. **ARBITRATION:** Under no circumstances and with no exception will the City of Westminster act as arbitrator between the Contractor and any subcontractor.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collection shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the City. Any claims for loss or damage shall be between the Contractor and the carrier.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Carrick Contracting Corporation

Name: Thomas J Carrick Title: President

Signature:  Date: 8/30/2024

Telephone Number: 561-844-5322 Fax Number: 561-844-5641

Address: 1450 Kinetic Rd Lake Park FL 33403

Email: tcarrick@carrickcontracting.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX C:
SPECIAL AND STANDARD GRANT CONDITIONS

The following is copied from the Grant Agreement between the City of Westminster and SCEMD. Bidders are required to read and agree to applicable terms described below.

The Recipient [THE CITY] hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements. To the extent the following provisions apply to this agreement, the Subrecipient assures and certifies that:

1) It possesses legal authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the Application and provide such additional information as may be required.

2) It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 C.F.R.Part 180 and 2 C.F.R. P. 3000.

3) It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.

4) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5) It will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

6) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.

7) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.

8) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

- 9) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 10) It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 11) Bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit.
- 12) It will establish and maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
SCEMD HMGP Subrecipient Agreement June 2021 17
- 13) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 14) It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 15) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 16) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 17) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 18) It will comply with environmental standards or requirements that may be prescribed pursuant

to the following:

- a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
- b. notification of violating facilities pursuant to EO 11738;
- c. protection of wetlands pursuant to EO 11990;
- d. evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. environmental justice pursuant to EO 12898;
- f. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, *et seq.*);
- g. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, *et seq.*);
- h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205) (16 U.S.C. §1531, *et seq.*)
- J. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).

19) It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801, *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A1 17.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

21) It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

22) It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.

23) With respect to demolition activities, it will:

- a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b. Return the property to its natural state as though no improvements had ever been contained thereon.
- c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S.

Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.

d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.

e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.

f. Leave the demolished site clean, level and free of debris.

g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.

h. Obtain all required permits.

i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.

J. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)(42 U.S.C. § 6201, *et seq.*).

k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33 U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

L. Provide documentation of public notices for demolition activities.

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24) If the award will be used for construction, the Subrecipient:

a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).

d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

25) It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.317 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

26) It will comply with all Federal statutes related to nondiscrimination including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1687), which prohibits discrimination on the basis of sex;
- d. American's with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, et seq., as amended.
- e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- g. 2 C.F.R. 200.321 requiring non-federal entities to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- h. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, et seq.), relating to nondiscrimination on the basis of drug abuse;
 - i. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - J. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. § SCEMD HMGP Subrecipient Agreement June 2021 20 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
- k. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, et seq., or Victims of Crime Act (as appropriate);
- l. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- m. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
- n. Any other nondiscrimination provisions applicable to the HMGP program and the requirements of any other nondiscrimination statutes which may apply to this award.

27) It will comply with the Contract Work Hours and Safety Standards Act of 1962, as amended, (40 U.S.C. § 3701, et seq. and as supplemented at 29 C.F.R. Part 541) requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

28) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.

29) It will comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141, et seq.), 29 C.F.R. Part 3, and 29 C.F.R. Part 5, as may be applicable, subject to any penalties

therein in addition to the penalty provided in 18 U.S.C. § 874.

30) It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

31) It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.

32) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

33) It will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Employment Opportunity Program if required to maintain one, where the Application is for \$500,000 or more.

34) That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.

35) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform SCEMD HMGP Subrecipient Agreement June 2021 21 work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

36) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

37) This Agreement shall be construed under the laws of the State of South Carolina, and venue

for any actions arising out of this Agreement shall be remedied as prescribed by applicable South Carolina Law. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.

38) No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.

39) As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$100,000, as defined at 44 CFR Part 18:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

d. Standard Form- LLL is attached? *(circle one)* YES NO

40) It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41) Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As SCEMD HMGP Subrecipient Agreement June 2021 22

required by the Drug-Free Workplace Act, the Subrecipient certifies that it will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug free awareness program to inform employees about

- The dangers of drug abuse in the workplace;

- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs;
- and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- Abide by the term of the statement; and
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted

- Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
- Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

42) The Subrecipient will comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.

43) It will comply with 2 C.F.R. § 200.322. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative programs. The following language should be included in the contract with the Contractor.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

44) It will comply with 2 C.F.R. § 200.322, as appropriate and consistent with the law. The nonfederal entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. The requirements of 2 C.F.R. § 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45) It will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. § 1017.

46) It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.

47) It will comply with applicable requirements of state law, regulations, and policies governing this award.

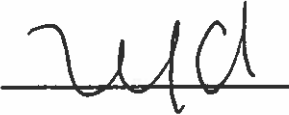
48) Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

49) These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Thomas J Carrick

Signature: 

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Rec'd by Carrick Contracting.



Together We Grow

Essential City Services Backup Generator Addendum #1 and Pre-Bid Meeting

Pre-bid meeting notes:

- Two prospective bidders attended the pre-bid meeting. It was not mandatory.
- Staff reviewed the RFP and visited the site with prospective bidders. Questions will be listed below.

Questions received by 07/24/2024:

- Q: Can the generators be moved on site?
 - A: Yes, with SCEMD approval. The attached site drawing are for planning purposes. Prospective bidders should note any recommended changes.
- Q: Does the City have a preference on generators makes/models?
 - A: The City will accept any like or similar specifications as long as they meet the City needs and grant requirements. Any deviations should be pointed out in the bid response.
- Q: Who do we refer to for permitting?
 - A: Oconee County will need to be consulted for permitting.
- Q: Do requirements like the Davis Bacon Act Apply?
 - A: The funding for the project is federally sourced, so all vendors contractors and parts must meet the requirements listed in the RFP.
- Q: Supply issues could delay the 120-day timeline from the NTP. How would you handle that?
 - A: We would provide reasonable accommodations for supply chain issues. Contractors should communicate with city staff as soon as possible so SCEMD can sign off on the extension.
- Q: Should Contractors Plan to install fences or bollards around the generators?
 - A: No.
- Q: Is there a specific Bid Bond form to use (i.e. - AIA 310) or is it sufficient to use a standard form from the bond company?
 - A: Standard form will suffice.
- Q: What are the liquidated damages for this project?
 - A: City has historically
- Q: Is there a preferred vendor agreement in place to support a local resident contractor (contractor from the same county) in place when comparing proposals?
 - A: Our Procurement Ordinance allows for a local preference of varying amounts. The procurement policy can be found here: <https://westminstersc.org/wp-content/uploads/2024/03/Procurement-Policy-adopted-10-2022.pdf>
- Q: City Hall Location- An ATS already exists, are we allowed to utilize this ATS whether it meets the specifications in the RFP?

- A: If the ATS is usable, that is allowable. Bidders will be responsible for full function of the generator and integration with the building's electrical system. Bidders should note this change in their bid response (if applicable).
- Q: Permitting- We will have to comply with whatever Oconee County Building Codes requires at each location, including engineered drawings if required, correct?
 - A: Yes.
- Q: Is this a Prevailing Wages / Davis Bacon Act Acknowledgement project? If so Please provide the solicitation/decision number.
 - A: Yes, because the project funding is sourced with FEMA (DHS) through grant # **FEMA-4542-DR-SC Project 0016**, all federal requirements enumerated in the RFP apply (See Appendix C).
- Q: Are you able to provide more clarity on the types of loads the each of these generators will need to backup. Based on that, we can know what services that need to be included based on the different code requirements.
 - City Hall- NEC 701 (essential communications)
 - North Avenue Pump- NEC 701 (essential communications)
 - HWY 76 Pump- NEC 700 (fire pumps)
 - Maintenance Shop- NEC 701
- Q: Does Westminster have surveys available for these sites or if this will need to be completed by the vendor?
 - A: We have no surveys available. If a survey will be necessary, the contractor should include and note it in the bid response.

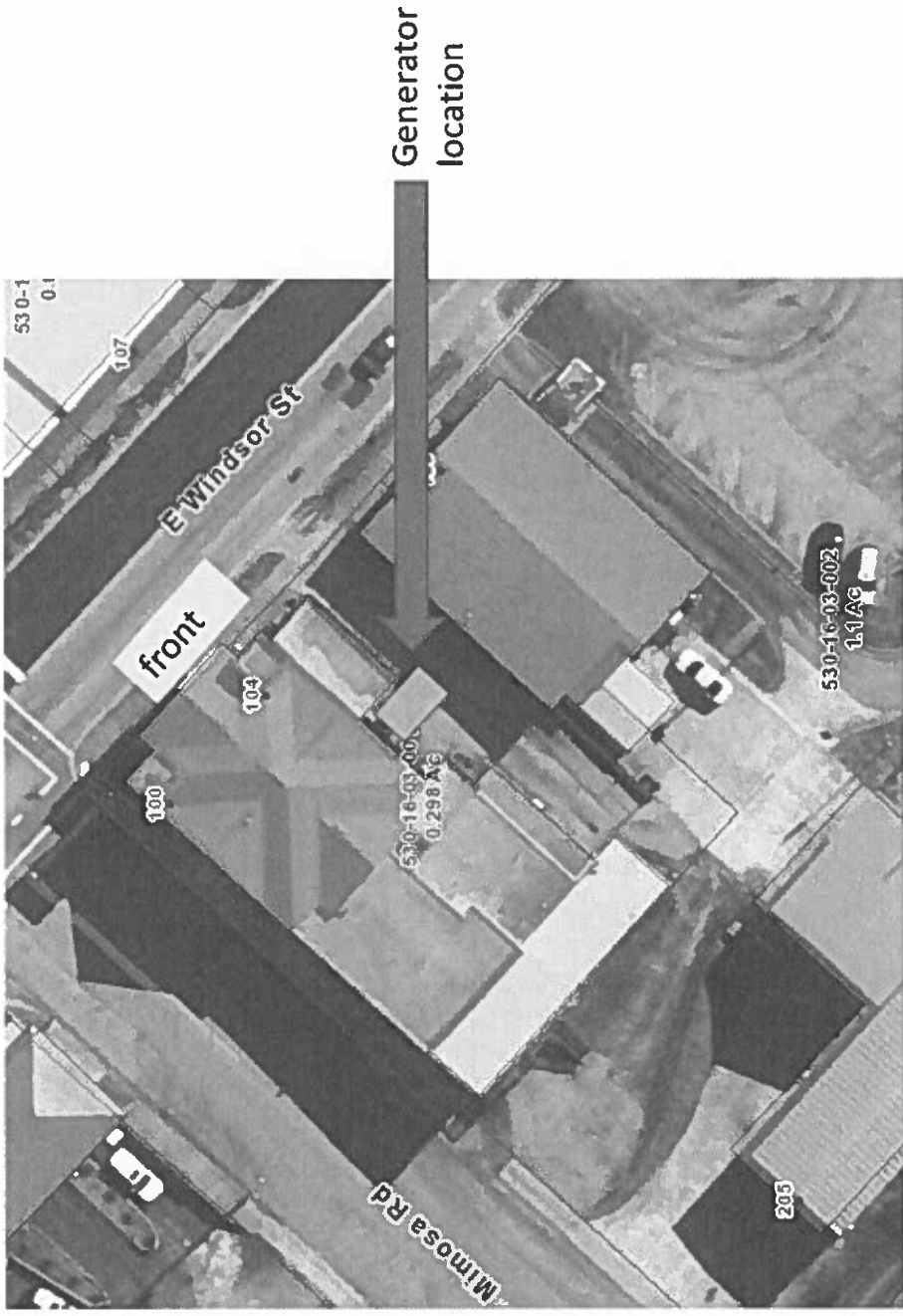
Addendum/Clarification:

- 1) Bid period has been extended to August 30, 2024 at 2:00pm**
- 2) Site visits may be scheduled with Reagan Osbon, Assistant to the City Administrator at rosbon@westminstersc.org before Bid Opening, subject to scheduling availability.**
- 3) Clarification: Bids must be viable for 90 days after opening. There are conflicting times in the RFP. All bids must be good for 90 days.**
- 4) Change to scope: contractors will not have to install propane tanks to the site, but do need to coordinate with City Staff so they can plan for the City's propane and natural gas providers. Some natural gas connections from the meter to the generator may be required to be installed by the contractor.**
- 5) The estimates in the technical specifications can be amended or changed by the contractor and are not binding. And changes must be noted on the bid response. It is possible that final measurements are +/- a few feet/inches/etc..**

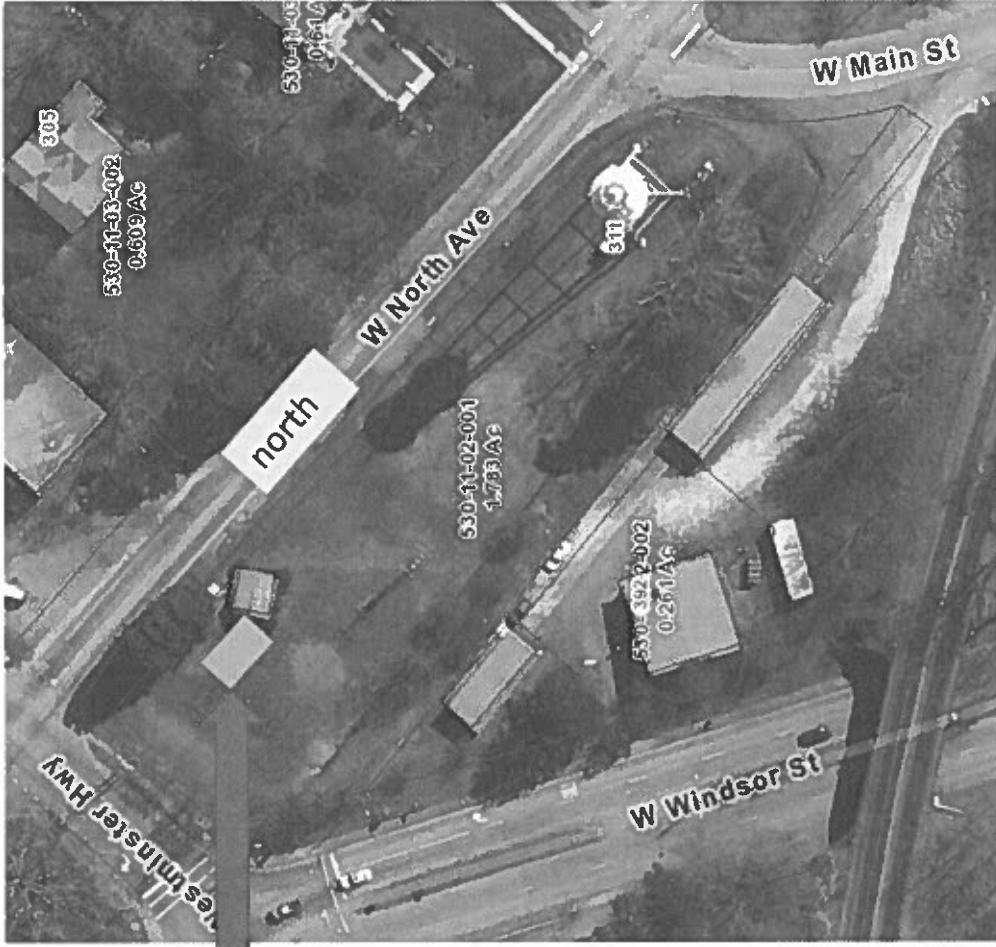
Site Location

FEMA-4542-DR-SC Project 0016

- These site locations are estimates used to apply for the grant. Any modifications will require SCEMD approval.
- Potential Bidders may provide actual site location recommendations in their bid response. It should be clearly defined. Any request for site changes to SCEMD will be made after award if necessary.
- The City does not have surveys of the sites.



City Hall
100 E Windsor St,
Westminister 29693
Latitude 34.665263
Longitude -83.098016



Generator
location

North Ave Pump Station
311 W North Ave,
Westminster 29693
Latitude 35.668291
Longitude -83.099238



Hwy 76 Pump Station
10310-10398 Long Creek
Hwy, Westminster 29693
Latitude 34.686763
Longitude. -83.156772



Generator
location

Maintenance Shop
530 S Bibb St, Westminster
29693

Latitude 34.823200
Longitude. -83.074238



Generator location

City Hall

100 E Windsor St,
Westminster 29693

Latitude 34.665263

Longitude -83.098016

Generator location





**Generator
location**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carrick Contracting Corporation		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 1450 Kinetic Rd		Requester's name and address (optional)
6 City, state, and ZIP code Lake Park, FL 33403			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																															
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ 6/14/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Carrick Contracting Corporation
1450 Kinetic Road
Lake Park, FL 33403

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Westminster
100 E Windsor Street
Westminster, SC 29693

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

FEMA-4542-DR-SC Project 0016 - Essential City Service Generators

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2024

D. Johnson
(Witness)

Carrick Contracting Corporation
(Principal) (Seal)
By: [Signature] President

[Signature]
(Witness) Kallee Rosenhaus

Harco National Insurance Company
(Surety) (Seal)
By: [Signature] Attorney-in-Fact

Bond # n/a

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



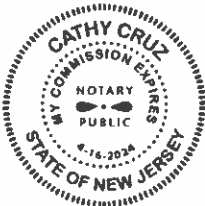
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 30, 2024

A00144

Irene Martins, Assistant Secretary

Client#: 1095240

CARRIWIL6

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (Carrick Williams Holdings, Inc.) information, including contact details for Brian Cronin and a list of insurers (FCCI, Palomar Excess, AGCS, Monroe Guaranty, Toklo Marine) with their NAIC numbers.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: A (Commercial General Liability), D (Automobile Liability), B (Umbrella/Excess Liability), A (Workers Compensation), C (Rental Equipment), E (Pollution/Installation). Includes columns for INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY - Automatic Additional Insured with Products & Completed Operations, on primary and non contributory basis, for the work of the insured, is included when required by written contract, Waiver of Subrogation applies to the General Liability.

COMMERCIAL AUTO - Automatic Additional Insured and Waiver of Subrogation applies when required by written (See Attached Descriptions)

Table with CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Includes a signature line for AUTHORIZED REPRESENTATIVE.

DESCRIPTIONS (Continued from Page 1)

contract.

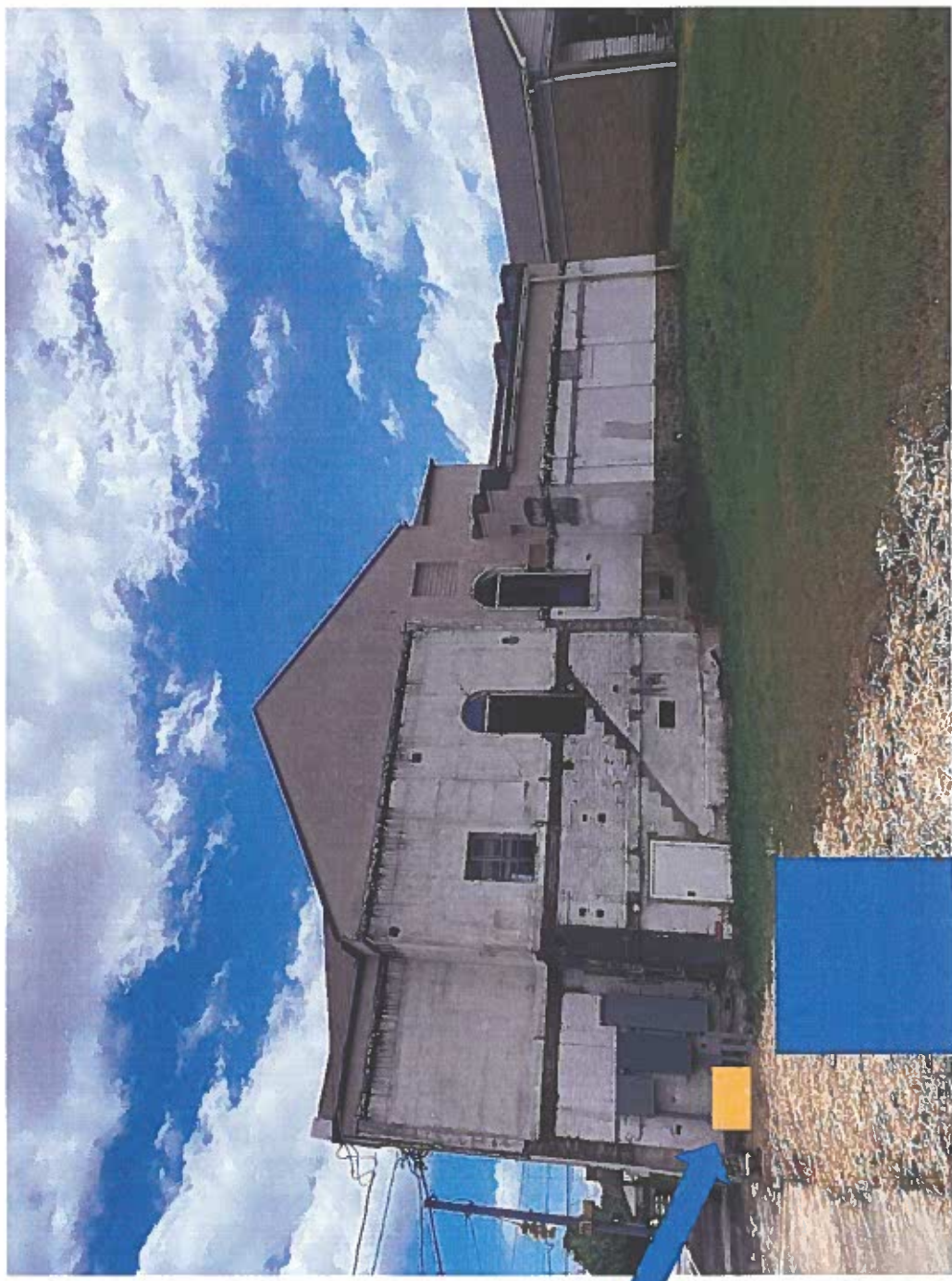
WORKERS COMPENSATION - Automatic Waiver of Subrogation when required by written contract.

EXCESS LIABILITY - Policy is follow form and Automatic Additional Insured and Waiver of Subrogation applies over the primary policies; Auto Liability, Commercial General Liability, & Workers Compensation when required by written contract.

PROFESSIONAL & POLLUTION - Automatic Additional Insured when required by written contract arising out of performance of insured's contracting operations or transportation.

Proposed Generator Locations

Generator location





Generator location

Proposed new Generator Location clearing sidewalk



Generator
location

City Hall
100 E Windsor St,
Westminster 29693
Latitude 34.665263
Longitude -83.098016



Proposed gas hookup relocation

Proposed new Generator Location

Maintenance Shop
530 S Bibb St, Westminster
29693
Latitude 34.823200
Longitude. -83.074238





Proposed tank

Generator location

Proposed Generator Location to avoid Underground water tank

North Ave Pump Station
311 W North Ave,
Westminster 29693
Latitude 35.668291
Longitude -83.099238



CONTRACTOR: CLEMENTS ELECTRICAL, INC.
CONTRACTOR LISCENSE #: M-1680

*****SEALED DOCUMENTS ENCLOSED*****

PROJECT: ESSENTIAL CITY SERVICE GENERATORS
GRANT#: FEMA-4542-DR-SC PROJECT 0016
AGENCY: CITY OF WESTMINSTER
ATTN: REAGAN OSBON, ASSISTANT CITY ADMINSTRATOR



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Clements Electrical, Inc.

802 Friendship Road
Seneca, SC 29678

OWNER:

(Name, legal status and address)

City of Westminster
100 E. Windsor Street
Westminster, SC 29693

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Essential City Service Generators; FEMA-4542-DR-SC Project 0016

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Int.

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User Notes:

(1682273360)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2024

[Signature]
(Witness)

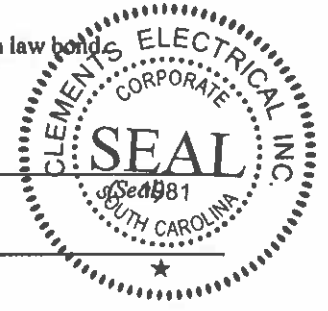
Sherri W Hill
(Witness) Sherri W. Hill

Clements Electrical, Inc.
(Contractor as Principal)

[Signature]
(Title) President

Merchants National Bonding, Inc.

(Surety)
Lori J Kelly
(Title) Lori J. Kelly, Attorney-in-Fact



Init.
/

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexa Manley; Frank W Hafner III; Lori J Kelly; Marian C Newman; Sherri W Hill; WD Morris Jr; Wesley V Dasher Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

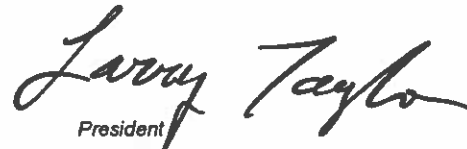
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of April, 2024.

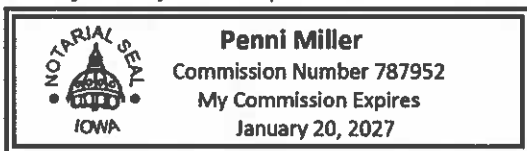


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

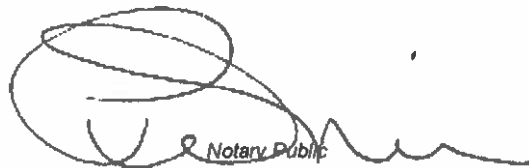
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2024.




Secretary

ORIGINAL

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$160,119.00
Site #2: Maintenance Shop	\$174,223.00
Site #3: HWY 76 Pumpstation	\$153,746.00
Site #4: North Avenue Pumpstation	\$142,887.00
TOTAL	\$630,975.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

8) BID FORMS

BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 16,000.00	\$ 16,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 112,703.00	\$ 112,703.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 21,720.00	\$ 21,720.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ n/a	\$ n/a

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 160,119.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 17,500.00	\$ 17,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 109,227.00	\$ 109,227.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 37,800.00	\$ 37,800.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ n/a	\$ n/a

TOTAL CITY Maintenance Shop Price:

\$ 174,223.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 15,500.00	\$ 15,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 103,146.00	\$ 103,146.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 25,404.00	\$ 25,404.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ 0.00	\$ 0.00

TOTAL HWY 76 Pump Station Price:

\$ 153,746.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

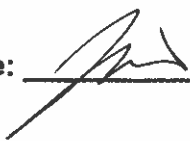
Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 14,500.00	\$ 14,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 96,587.00	\$ 96,587.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 22,104.00	\$ 22,104.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ 0.00	\$ 0.00

TOTAL North Avenue Pump Station Price:

\$ 142,887.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Office of Adjutant General
 Brief Description and location:
Install new Generator & Service Entrance Rated Automatic Transfer Switch at the Anderson Armory.

Note: We were able to offer money back by finding alternate means and methods during the installation process compared to the project requirements in the specifications. (Initial Contract \$283,292.00; final contract \$258,996.00)
 Completed Dollar Amount: \$ 258,996.00
 Date Completed: 04/29/2023
 Contact Person's Name: Dickson O'Brien - GWA Inc (Engineer)

2) Name of Project Owner: Clemson University
 Brief Description and location:
Miscellaneous Generator Installation Projects.
(i.e. - CU Kinard Hall, CU Hazardous Waste Facility were recent, many over the years have been completed for Clemson University)

 Completed Dollar Amount: \$ Misc.
 Date Completed: 2023 & 2024
 Contact Person's Name: Barry Spencer (Senior Project Manager)

3) Name of Project Owner: Renewable Water Resources
 Brief Description and location:
We have completed many Pump Stations with Generators on site (Multiple Locations) for ReWa over the years.

 Completed Dollar Amount: \$ Misc.
 Date Completed: Misc.
 Contact Person's Name: Bryan Kohard (Design Services Manager - Engineer)

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: City of Clemson
Brief Description and location:
Install new Generator & Service Entrance Rated Automatic Transfer Switch at Cochran Road Facility
(Note - City of Clemson Purchased and Provided the Generator and ATS)

Completed Dollar Amount: \$ 14,639.00
Date Completed: August
Contact Person's Name: Cody Lingefelt

2) Name of Project Owner: Oconee Joint Regional Water Authority (OJRSA)
Brief Description and location:
I-85 Pump Stations, which included Generator Installation. Exit 1 and Exit 2 Locations

Completed Dollar Amount: \$ 230,779.00
Date Completed: Summer 2024
Contact Person's Name: Mark Dain

3) Name of Project Owner: Spartanburg Water
Brief Description and location:
Chestnut Springs Pump Station which included Generator Installation.

Completed Dollar Amount: \$ 267,838.00
Date Completed: Summer 2024
Contact Person's Name: Bill Williams (GC)

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**CERTIFICATE OF
FAMILIARITY**


**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

- MINORITY BUSINESS:** Are you a minority business?
- ▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.
 - ▶ No _____

802 Friendship Road	Jason Dix	
Mailing Address	Printed Name	
Seneca, SC 29678	President	
City, State, Zip	Title	
08/30/2024	(864) 882-7759	n/a
Date Number	Telephone Number	Fax

REMITTANCE ADDRESS	
Clements Electrical Holdings, Inc.	
Company Name the IRS)	Authorized Signature (As registered with
802 Friendship Road	jasondix@clementselectrical.com
Address	E-Mail Address
Seneca, SC 29678	n/a

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

City, State, Zip

Fax Number

(864) 882-7759

n/a

Telephone Number

Toll Free Number

92-1197501

n/a

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX B:
General Conditions Acknowledgement

GENERAL CONDITIONS

1. **DEFAULT:** In the case of default by the Contractor, The City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting Contractor will be considered until the assessed charged has been satisfied.
2. **NON-APPROPRIATTION:** Any contact entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATIONS:** The Contractor agrees to indemnify and hold harmless the City of Westminster and all City officers, agents and employees from claims, suites, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the City Administrator. Copies of all correspondence concerning this contract shall be sent to the City of Westminster, PO Box 399 Westminster, South Carolina 29693. All change orders must be authorized in writing by the City Administrator. The City of Westminster shall not be bound to any changes in the original contract unless approved in writing by the City Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargos, and usually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform is caused by default of a subcontractor if such defaults arise out of causes beyond the control of both the Contractor and subcontractor, unless the supplies are serviced in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLICITY RELEASE:** Contractor agrees to refer to award of this contract as commercial advertising in such a manner as to safely or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of contract may be used and then only with

prior approval from the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City staff.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the control and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Westminster.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sexual orientation, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The City reserves the right to make additional purchases at the submitted bid prices, during the specific period.
12. **S.C. SALES TAXES:** A sales tax will be added to all orders; however, lump sum bids shall include sale tax in price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the City your compliance.*

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue of the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A) (3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of revenue. Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form or approved equal. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. There will be no exceptions to these payment terms unless approval is obtained in writing from the City of Westminster.
14. **BID REQUIREMENTS:** Bid requirements on the materials and equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The City of Westminster will determine if minor deviations from these features are acceptable.
15. **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviation, if any, is required but will not be construed as waiving any requirements of the specification. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by the City of Westminster, along with a written purchase order and signed contract form, shall constitute a contract equally binding between the successful offeror and the City of Westminster. No different or additional terms will become a part of this contract, with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Westminster.
18. **AMENDMENTS:** All Amendments to and interpretation of this solicitation shall be in writing and issued by the City of Westminster. The City of Westminster shall not be legally bound by any amendments or interpretation that is not in writing.
19. **BID EVALUATIONS:** Bids received will be evaluated by the City Administrator or his designee. The award shall be made only to the lowest, responsive and responsible contractor who possess the ability or have access to resources to perform successfully under the terms and conditions. Consideration must be given to such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
20. **ARBITRATION:** Under no circumstances and with no exception will the City of Westminster act as arbitrator between the Contractor and any subcontractor.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collection shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the City. Any claims for loss or damage shall be between the Contractor and the carrier.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Clements Electrical Holdings, Inc.

Name: Jason Dix Title: President

Signature:  Date: 08/30/2024

Telephone Number: (864) 882-7759 Fax Number: n/a

Address: 802 Friendship Road, Seneca, SC 29678

Email: jasondix@clementselectrical.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ORIGINAL



CLEMENTS ELECTRICAL, INC.
802 Friendship Road
SENECA, S.C. 29678
Phone - (864) 882-7759
Website - www.clementselectrical.com

August 30, 2024

Attn: Reagan Osbon
City of Westminster
100 E Windsor Street
Westminster, SC 29693

Subject: Addendum #1 Acknowledgement

Dear Reagan,

This letter is in regard to Addendum #1 for the City of Westminster's Request for Bids – Essential City Service Generators project and fully acknowledges it as a covered inclusion to our bid.

Addendum #1 Addendum/Clarification Number 5 states: The estimates in the technical specifications can be amended or changed by the contractor and are not binding. And changes must be noted on the bid response. It is possible that final measurements are +/- a few feet/inches/etc...

This letter will also serve as our response to this clarification. If site #4 is eliminated from the scope of work due to budgetary concerns. We feel that the savings from eliminating that site would lead to better design opportunities on other sites (i.e. – entire maintenance shop facility emergency backup coverage). At this time our estimate fully covers the RFP as required and all essential needs would be covered including design on each site as well as strong coordination with the City of Westminster to provide the best use outcome of the generator at each location.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jason Dix', is written over a light blue horizontal line.

Jason Dix
President

ORIGINAL

CCG 1033706

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLM.1680

LICENSE#: CLM.1680

CLEMENTS ELECTRIC INC
802 FRIENDSHIP RD
SENECA SC 29678

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

MECHANICAL CONTRACTOR

in the following Classification(s) and Group Limitation:

Electrical-EL5

LICENSE NUMBER:..... CLM.1680
Initial License Date:..... 01/01/1992
EXPIRATION DATE:..... 10/31/2025

Group Limitation \$ Amounts Per Job (i.e.EL"2"):
Group #1 - \$35,000 Group #3 - \$200,000
Group #2 - \$100,000 Group #4 - \$400,000
Group #5 - \$Unlimited

Qualifying Party(s): MR JASON E DIX

It is at the discretion of this licensee to designate whomever they chose to pull permits and conduct business in their behalf.

Molly F. Price
Administrator

ORIGINAL

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Clements Electrical Holdings Inc.

2 Business name/disregarded entity name, if different from above
Clements Electrical, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
802 Friendship Road

6 City, state, and ZIP code
Seneca, SC 29678

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
--	--	--	---	--	--	--	--	--

OR

Employer identification number

9	2	-	1	1	9	7	5	0	1
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 8/30/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, LLC; CONTACT NAME: Wanda Smith; PHONE: 864-232-5162; E-MAIL ADDRESS: wanda.smith2@usi.com; INSURED: Clements Electrical, Inc.; INSURER A: Frankenmuth Insurance Company; INSURER B: Lloyd's of London

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Crime(Blanket), Stored Materials, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Westminster only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER CANCELLATION

Certificate holder: City of Westminster, 100 E Windsor St, Westminster, SC 29693. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative: Paula B Bulman

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond Number CBB0068258

KNOW ALL MEN BY THESE PRESENTS, that we Davis Power Solutions LLC
2383 Pleasant Grove Road
Bowman, GA 30624

as Principal, hereinafter called the Principal, and National American Insurance Company
P.O. Box 9
Chandler, OK 74834

a corporation duly organized under the laws of the State of Oklahoma
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Westminster
100 East Windsor St
Westminster, SC 29693

as Obligee, hereinafter called the Obligee, in the sum of 5 % of the amount bid not to exceed
Five Percent of Amount Bid***** Dollars (\$ 5% of Amount Bid*****),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for Essential City Service Generators
Westminster, SC

Project No. Invitation No. 0016

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of August, 2024

Signature of witness: Laurel Davis
(Witness)

Davis Power Solutions LLC
(Principal) (Seal)

Signature of Paul Dini, President
(President)

Signature of witness: Kristen A. Meeks
(Witness)

National American Insurance Company
(Surety)

Signature of A.M. DiGeronimo, Attorney-In-Fact
(A.M. DiGeronimo) (Title) Attorney-In-Fact



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0068258

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

A.M. DiGeronimo, Colin Y. Tomy, Michael R. DiGeronimo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Exp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 30th day of August, 2024



8) BID FORMS

**BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 5,000.00	\$ 5,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 37,000.00	\$ 37,000.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 4,000.00	\$ 4,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: Add alternate - \$4,500.00 Kohler 400 Amp ATS Model # RDT-CFNC- 400ASEQSS			\$	\$

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 47,000.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 10,800.00	\$ 10,800.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 45,000.00	\$ 45,000.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,000.00	\$ 8,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL CITY Maintenance Shop Price:

\$ 64,800.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 8,400.00	\$ 8,400.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 55,000.00	\$ 55,000.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 6,000.00	\$ 6,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL HWY 76 Pump Station Price:

\$ 70,400.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 7,000.00	\$ 7,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 55,000.00	\$ 55,000.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 6,000.00	\$ 6,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL North Avenue Pump Station Price:

\$ 69,000.00

Print Name: Paul Davis

Signature: *Paul Davis*

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$ 47,000
Site #2: Maintenance Shop	\$ 64,800
Site #3: HWY 76 Pumpstation	\$ 70,400
Site #4: North Avenue Pumpstation	\$ 69,000
TOTAL	\$ 251,200

Print Name: Paul Davis

Signature: 

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Davis Power Solutions	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2383 Pleasant Grove Rd City, state, and ZIP code Bowman, GA 30624	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
Employer identification number										
8	3		4	5	8	1	6	8	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 08/30/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Perdue Agribusiness
Brief Description and location: Installed MCC building with 2000 Amp service, motor controls, and PLC panels
203 West Main St
Bowersville, GA
Completed Dollar Amount: \$ 241,000.00
Date Completed: 12/15/2023
Contact Person's Name: Nigel Kaas (757) 494-5549

2) Name of Project Owner: OJRSA - GC Cove Utility
Brief Description and location: Installed pump station with 125kw generator
190 Duck Pond Rd
Wahalla SC
Completed Dollar Amount: \$ 148,000.00
Date Completed: 06/30/2024
Contact Person's Name: Jeff Cattery (864) 505-5017

3) Name of Project Owner: City of Westminster
Brief Description and location: Chauga Raw Water VFD Building
1199 Chau Ram Rd
Westminster SC 29693
Completed Dollar Amount: \$ 262,000.00
Date Completed: 10/15/2022
Contact Person's Name: Diana Diesta (864) 647-3219

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

CERTIFICATE OF FAMILIARITY

Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

MINORITY BUSINESS: Are you a minority business?

- ▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.
- ▶ No

2383 Pleasant Grove Rd
Mailing Address

Paul Davis
Printed Name

Bowman, CA 30624
City, State, Zip

President
Title

8/30/2024
Date
Number

706 680-6404
Telephone Number Fax

REMITTANCE ADDRESS

Davis Power Solutions
Company Name
the IRS)

Paul Davis
Authorized Signature (As registered with

2383 Pleasant Grove Rd
Address

paul@davispower.com
E-Mail Address

Bowman CA 30624

City, State, Zip

Fax Number

706 680-6404

Telephone Number

Toll Free Number

83-4581684

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



Davis Power
Solutions

Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #1 CITY HALL:

(1) KOHLER 60RCLB GENERATOR, LIQUID COOLED, NG / LP, 120/240 1PH, 60HZ



- **Extreme Durability** - Every KOHLER RCL generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions. Additionally, the aluminum powder-coated enclosure is designed to withstand any harsh weather conditions.
- **Innovative** - This generator's patented innovations include a three-fan, automotive-style cooling system that creates some of the lowest sound levels in its class.
- **Quiet** - Neighborhood-friendly, with weekly exercise volume that's similar to the ear sounds like a normal conversation.
- **Premium Warranty** - Kohler is known for extraordinary reliability and performance and backs that up with a 5- year or 2000 hour limited warranty that covers parts, labor and travel for the full warranty period.

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER ALUMINUM HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 250 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- The current Cummins ATS which we installed over a year ago will work with our proposed setup.
- If the City determines that they would prefer using a KOHLER ATS to match the one for the maintenance shop then Davis Power will install a KOHLER 400 AMP SE RATED AUTOMATIC TRANSFER SWITCH - MODEL RDT-CFNC-400ASEQS for adder of \$4,500.00

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL 60RCLB GENERATOR WITH BLOCK HEATER

FREIGHT AND DELIVERY TO JOBSITE

STARTUP & TRAINING

Complete Installation as called out in appendix A technical specifications.

TOTAL:	\$47,000.00
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Warm regards,

Paul Davis
President



DAVIS POWER

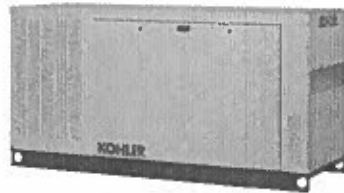
Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #2 MAINTENANCE SHOP:

(1) KOHLER 60RCLB GENERATOR, LIQUID COOLED, NG / LP, 120/240 1PH, 60HZ



- **Extreme Durability** - Every KOHLER RCL generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions. Additionally, the aluminum powder-coated enclosure is designed to withstand any harsh weather conditions.
- **Innovative** - This generator's patented innovations include a three-fan, automotive-style cooling system that creates some of the lowest sound levels in its class.
- **Quiet** - Neighborhood-friendly, with weekly exercise volume that's similar to the ear sounds like a normal conversation.
- **Premium Warranty** - Kohler is known for extraordinary reliability and performance and backs that up with a 5- year or 2000 hour limited warranty that covers parts, labor and travel for the full warranty period.

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER ALUMINUM HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 250 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- KOHLER 400 AMP SE RATED AUTOMATIC TRANSFER SWITCH - MODEL RDT-CFNC-400ASEQS

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL 60RCLB GENERATOR WITH BLOCK HEATER

FREIGHT AND DELIVERY TO JOBSITE

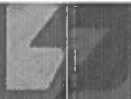
STARTUP & TRAINING

Complete Installation as called out in appendix A technical specifications.

TOTAL:	\$64,800.00
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Warm regards,

Paul Davis
President



DAVIS POWER

Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #3 HWY76:

(1) KOHLER KG80R-QS4 GENERATOR, LIQUID COOLED, NG / LP, 277/480 3PH, 60HZ



- **Extreme Durability** - Every KOHLER KGR generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty industrial liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions.
- **Smart** - You get steady, high-quality power that protects your electronics from damage.
- **Advanced** - The APM402 controller with patented software is compatible with optional accessories that let you monitor your system remotely through your PC.
- **Premium Warranty** - We've got you covered with 5-year, 2,000-hour protection.
- A popular choice for light commercial applications. System is NFPA 110 , level 1 approved when equipped with the necessary accessories and installed per NFPA standards
- Excellent peak motor-starting capacity: KG80R: 237kVA at 240V
- Premium power quality Fast-Response™ permeant magnet excitation provides delivers exceptional digital voltage and frequency regulation for smart appliances and electronics
- Powered by Kohler KG6208TSD industrial-grade engine; operation speed 1800 rpm

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER STEEL HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 125 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- ASCO 300 SERIES 200A SE RATED AUTOMATIC TRANSFER SWITCH, 277/480 3PH, NEMA 3R (2 YEAR WARRANTY)

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL KG80R GENERATOR WITH BLOCK HEATER

(1) ASCO 300 SERIES 200A SE RATED AUTOMATIC TRANSFER SWITCH, 277/480 3PH, NEMA 3R BATTERY

FREIGHT AND DELIVERY TO JOBSITE, OFFLOADING AND SETTING TO BE PROVIDED BY OTHERS

STARTUP & TRAINING

*Complete installation as called out in appendix A technical specifications.

TOTAL:	\$70,400.00
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ESTIMATED SHIPMENT: Generator: 22-24 WEEKS AFTER RECEIPT OF CUSTOMER ACCEPTANCE.

ATS: 10-12 WEEKS AFTER RECEIPT OF CUSTOMER ACCEPTANCE. Due to unprecedented industry-wide supply chain and labor constraints, the established and published factory lead-times we typically offer are now considered a good faith estimate and are subject to change for the near future. We cannot guarantee manufacturers' lead time, but we will endeavor to offer and acknowledge the most current estimated factory delivery. We apologize, but this is outside of our control.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Davis Power Solutions

Name: Paul Davis Title: President

Signature: Paul Davis Date: 09/30/2024

Telephone Number: 706 680-6404 Fax Number: _____

Address: 2383 Pleasant Grove Rd Bowman, GA 30624

Email: paul@davispower.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

City of Westminster Anderson Park Improvements Bid opening Septmeber 5, 2024

Foothills Contracting Services, LLC

Sterling Structure & Design, LLC

Merix Builders, LLC

Line Item	Description/Location	Approx. Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Total Cost/Corrections	Unit Cost	Total Cost	Total Cost/Corrections
1	General Conditions	1	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$14,574.00	\$14,574.00	\$14,574.00
2	Shade Structures (2) at 16x16 each	2	\$25,000.00	\$50,000.00	\$58,500.00	\$117,000.00	\$117,000.00	\$20,350.00	\$40,700.00	\$40,700.00
4	Fine Grading	25,346	\$1.00	\$25,346.00	1.1836	\$30,000.00	\$29,999.53	\$1.77	\$44,862.00	\$44,862.42
5	Temporary Grassing	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$9,000.00
6	Concrete Sidewalk	395	\$70.00	\$27,650.00	\$177.22	\$70,000.00	\$70,001.90	\$88.61	\$35,001.00	\$35,000.95
7	Asphalt	124	\$330.00	\$40,920.00	\$282.26	\$35,000.00	\$35,000.24	\$201.61	\$24,999.00	\$24,999.64
8	Subbase	735	\$18.00	\$13,230.00	\$27.21	\$20,000.00	\$19,999.35	\$34.00	\$24,990.00	\$24,990.00
9	Striping/Regulatory Signage	1	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$9,000.00
10	Misc Landscape Allowance (Irrigation, Mulch, Etc.)	1	\$12,300.00	\$12,300.00	\$20,000.00	\$20,000.00	\$20,000.00	\$17,500.00	\$17,500.00	\$17,500.00
	Base Bid Total			\$192,946.00		\$325,000.00	\$325,001.02		\$220,626.00	\$220,627.01
	Alternates									
11	Relocated Playground Equipment	1	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$11,600.00	\$11,850.00	\$11,850.00	\$11,850.00
12	Trash Receptacles	10	\$2,500.00	\$25,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$2,300.00	\$23,000.00	\$23,000.00
13	Benches	6	\$2,500.00	\$15,000.00	\$2,216.67	\$13,300.00	\$13,300.02	\$2,825.00	\$16,950.00	\$16,950.00
14	Picnic Tables	8	\$2,600.00	\$20,800.00	\$1,600.00	\$12,800.00	\$12,800.00	\$2,350.00	\$18,800.00	\$18,800.00
15	Dumpster Enclosure	1	\$3,650.00	\$3,650.00	\$23,600.00	\$23,600.00	\$23,600.00	\$4,320.00	\$4,320.00	\$4,320.00
	Alternates Total			\$74,450.00		\$81,300.00	\$81,300.02		\$74,920.00	\$74,920.00
	Base Bid + Alternates			\$267,396.00		\$406,300.00	\$406,301.04		\$295,546.00	\$295,547.01

The Total Sterling Structure Design, LLC submitted was \$406,300.00; however line items totaled \$406,301.04. The Bid Tabulation shows the corrections. These errors are considered an irregularity and does not change the outcome.

The Total Merix Builders, LLC submitted was \$295,546.00; however line items totaled \$295,547.01. The Bid Tabulation shows the corrections. These errors are considered an irregularity and does not change the outcome.

I hereby certify that this is a true and correct tabulation of the proposal reviewed for this project on Thursday, September 5, 2:00pm


 Monica Ramm, Appalachian COG

Reviewed by:

 Travis Hatcher, Appalachian COG

Revenue Report

Level 4 Summary for September 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	\$3,937.94	7	\$50,562.06
40002 VEHICLE TAXES	\$92,750.00	\$0.00	\$92,750.00	\$0.00	0	\$18,212.37	20	\$74,537.63
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	\$2,107.63	28	\$5,392.37
40005 WATERCRAFT TAX	\$6,100.00	\$0.00	\$6,100.00	\$0.00	0	\$1,025.07	17	\$5,074.93
Total Property Taxes	\$740,850.00	\$0.00	\$740,850.00	\$0.00	0	\$24,219.63	3	\$716,630.37
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	\$15,198.22	27	\$40,801.78
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	\$31.50	0	(\$31.50)
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	\$15,229.72	27	\$40,770.28
00402 LICENSE, PERMITS, & FEES								
40200 BUSINESS LICENSE	\$101,275.00	\$0.00	\$101,275.00	\$395.50	0	\$13,501.22	13	\$87,773.78
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	\$10,017.59	91	\$983.41
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	\$0.00	0	\$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 September 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	\$0.00	0	\$4,450.00	16	\$23,350.00
40215 FACILITY RENTAL	\$22,550.00	\$0.00	\$22,550.00	\$335.00	1	\$1,370.00	6	\$21,180.00
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	\$730.50	0	\$35,786.45	9	\$378,629.55
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	\$71,103.50	17	\$355,517.50
Total Pymt In Lieu Of Tax & Fran Fee	\$488,974.00	\$0.00	\$488,974.00	\$0.00	0	\$79,883.43	16	\$409,090.57
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 September 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	\$730.50	0	\$157,624.37	9	\$1,579,390.63
200 FIRE DEPARTMENT								
00401 INTERGOVERNMENTAL REV								
40101 COUNTY ALLOCATION	\$550,000.00	\$0.00	\$550,000.00	\$0.00	0	\$550,000.00	100	\$0.00
Total Intergovernmental Rev	\$550,000.00	\$0.00	\$550,000.00	\$0.00	0	\$550,000.00	100	\$0.00
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 September 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	\$550,000.00	97	\$19,500.00
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	\$5,608.73	15	\$32,538.27
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	\$5,608.73	15	\$32,538.27
00405 INTEREST INCOME								
40500 INTEREST INCOME	\$500.00	\$0.00	\$500.00	\$0.00	0	\$0.56	0	\$499.44
Total Interest Income	\$500.00	\$0.00	\$500.00	\$0.00	0	\$0.56	0	\$499.44
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 September 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	\$0.00	0	\$85.00	9	\$915.00
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	\$0.00	0	\$85.00	0	\$19,415.00
Total POLICE	\$65,147.00	\$0.00	\$65,147.00	\$0.00	0	\$5,694.29	9	\$59,452.71
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 September 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	\$730.50	0	\$827,917.66	31	\$1,880,369.34

020 UTILITY DEPT. GENERAL FUND
 150 UTILITY ADMINISTRATION
 00405 INTEREST INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$100.00	0	\$11,790.00	21	\$44,210.00
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	\$150,000.00	0	(\$150,000.00)
40710 PENALTIES	\$78,000.00	\$0.00	\$78,000.00	(\$10.00)	0	\$10,779.33	14	\$67,220.67
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	\$90.00	0	\$177,746.55	105	(\$8,246.55)
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	\$90.00	0	\$177,746.55	104	(\$6,246.55)

020 UTILITY DEPT. GENERAL FUND
 250 ELECTRIC
 00406 GRANT INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$9,373.65	0	(\$9,373.65)
Total Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0	\$9,373.65	0	(\$9,373.65)
00407 MISCELLANEOUS & OTHER								
40703 SALE OF EQUIP/MATERIAL/SCRAP	\$10,000.00	\$0.00	\$10,000.00	\$0.00	0	\$660.00	7	\$9,340.00
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	\$660.00	2	\$31,840.00
00408 ELECTRIC								
40800 COMMERCIAL ELECTRIC	\$1,996,273.00	\$0.00	\$1,996,273.00	\$167,428.12	8	\$449,201.87	23	\$1,547,071.13
40801 RESIDENTIAL ELECTRIC	\$2,458,642.00	\$0.00	\$2,458,642.00	\$288,865.11	12	\$652,790.36	27	\$1,805,851.64
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	\$22,072.08	5	\$74,920.85	18	\$353,079.15
40804 TEMP POWER/UNDERGRND PW	\$6,000.00	\$0.00	\$6,000.00	\$0.00	0	\$250.00	4	\$5,750.00
Total Electric	\$4,888,915.00	\$0.00	\$4,888,915.00	\$478,365.31	10	\$1,177,163.08	24	\$3,711,751.92
Total ELECTRIC	\$4,921,415.00	\$0.00	\$4,921,415.00	\$478,365.31	10	\$1,187,196.73	24	\$3,734,218.27
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	\$688.75	7	\$9,311.25

020 UTILITY DEPT. GENERAL FUND
 350 WATER
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$688.75	5	\$13,311.25
00409 WATER								
40900 WATER SALES	\$2,432,922.00	\$0.00	\$2,432,922.00	\$234,602.56	10	\$620,640.89	26	\$1,812,281.11
40901 WATER TAPS	\$80,000.00	\$0.00	\$80,000.00	\$2,420.00	3	\$23,140.00	29	\$56,860.00
40902 DHEC	\$16,000.00	\$0.00	\$16,000.00	\$1,207.85	8	\$3,612.70	23	\$12,387.30
Total Water	\$2,528,922.00	\$0.00	\$2,528,922.00	\$238,230.41	9	\$647,393.59	26	\$1,881,528.41
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	\$238,230.41	9	\$648,082.34	25	\$1,901,839.66
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 September 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	\$103,319.71	12	\$231,146.79	28	\$598,436.21
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	\$103,319.71	12	\$231,146.79	26	\$652,436.21
Total SEWER	\$883,583.00	\$0.00	\$883,583.00	\$103,319.71	12	\$231,146.79	26	\$652,436.21
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	\$109,820.62	56	\$85,179.38
Total Miscellaneous & Other	\$195,000.00	\$0.00	\$195,000.00	\$0.00	0	\$109,820.62	56	\$85,179.38
Total NON DEPARTMENTAL	\$195,000.00	\$0.00	\$195,000.00	\$0.00	0	\$109,820.62	56	\$85,179.38
Total UTILITY DEPT. GENERAL FUND	\$8,727,420.00	\$0.00	\$8,727,420.00	\$820,005.43	9	\$2,353,993.03	27	\$6,373,426.97

030 SOLID WASTE
 900 SOLID WASTE
 00405 INTEREST INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$81,622.10	15	\$463,377.90
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	\$81,622.10	14	\$505,168.90
Total SOLID WASTE	\$588,791.00	\$0.00	\$588,791.00	\$0.00	0	\$81,622.10	14	\$507,168.90
Total SOLID WASTE	\$588,791.00	\$0.00	\$588,791.00	\$0.00	0	\$81,622.10	14	\$507,168.90

040 FIRE DEPARTMENT 1% FUND
 004 REVENUE
 00407 MISCELLANEOUS & OTHER

**City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$3.64	0	\$86,146.36
Total Miscellaneous & Other	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$3.64	0	\$86,146.36
Total REVENUE	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$3.64	0	\$86,146.36
Total FIRE DEPARTMENT 1% FUND	\$86,150.00	\$0.00	\$86,150.00	\$0.00	0	\$3.64	0	\$86,146.36

045 GRANT HOLDING ACCOUNT
 004 REVENUE
 00406 GRANT INCOME

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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 September 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	\$0.00	0	\$2,461.50	4	\$64,538.50
40208 REGISTRATION	\$86,000.00	\$0.00	\$86,000.00	\$0.00	0	\$9,177.39	11	\$76,822.61
40209 SPONSOR FEES	\$52,000.00	\$0.00	\$52,000.00	\$0.00	0	\$2,150.00	4	\$49,850.00
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	\$0.00	0	\$13,788.89	4	\$294,211.11
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	\$0.00	0	\$3,465.16	17	\$16,534.84
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	\$50,000.00	50	\$50,000.00

050 YOUTH RECREATION FUND
 400 RECREATION
 00407 MISCELLANEOUS & OTHER

City Of Westminster
 Revenue Report
 Level 4 Summary for September 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	\$0.00	0	\$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	\$0.00	0	\$63,278.49	34	\$123,621.51
Total RECREATION	\$554,900.00	\$0.00	\$554,900.00	\$0.00	0	\$77,067.38	14	\$477,832.62
Total YOUTH RECREATION FUND	\$554,900.00	\$0.00	\$554,900.00	\$0.00	0	\$77,067.38	14	\$477,832.62
TOTAL ALL FUNDS	\$12,665,548.00	\$0.00	\$12,665,548.00	\$820,735.93	6	\$3,340,603.81	26	\$9,324,944.19

Expenditure Report

Level 4 Summary for September 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	\$0.00	0	\$65,476.92	43	\$0.00	\$87,573.08	57
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	\$0.00	0	\$2,307.70	15	\$0.00	\$12,692.30	85
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	\$0.00	0	\$5,674.50	34	\$0.00	\$10,929.50	66
05105 RETIREMENT CONTRIBUTIONS	\$42,456.00	\$0.00	\$0.00	0	\$12,837.80	30	\$0.00	\$29,618.20	70
05106 HEALTH INSURANCE CONTRIBUTIONS	\$19,650.00	\$0.00	\$0.00	0	\$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 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
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	\$0.00	0	\$8,307.90	17	\$0.00	\$39,692.10	83
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	\$0.00	0	\$103,887.60	34	\$0.00	\$198,577.40	66
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	\$11.17	0	\$57.79	1	\$0.00	\$5,942.21	99
05209 JANITORIAL SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$57.98	12	\$0.00	\$442.02	88
05210 MISCELLANEOUS	\$3,000.00	\$0.00	\$0.00	0	\$218.71	7	\$0.00	\$2,781.29	93
05211 SERVICE FEES	\$3,000.00	\$0.00	\$0.00	0	\$324.26	11	\$0.00	\$2,675.74	89

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$8.06	0	\$61.55	2	\$0.00	\$3,938.45	98
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	\$19.23	0	\$720.29	3	\$0.00	\$20,979.71	97
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,800.00	\$0.00	\$0.00	0	\$137.71	8	\$0.00	\$1,662.29	92
05301 TELEPHONES	\$2,400.00	\$0.00	\$0.00	0	\$87.63	4	\$0.00	\$2,312.37	96
05302 TRAVEL AND TRAINING	\$5,000.00	\$0.00	\$0.00	0	\$849.08	17	\$0.00	\$4,150.92	83
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$5,000.00	\$0.00	\$0.00	0	\$2,129.95	43	\$0.00	\$2,870.05	57
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	\$450.53	23	\$0.00	\$1,549.47	77
05310 MISCELLANEOUS	\$3,200.00	\$0.00	\$4,100.00	128	\$6,302.91	197	\$0.00	(\$3,102.91)	(97)
05313 UTILITIES PURCH FROM WUD	\$8,250.00	\$0.00	\$796.71	10	\$796.71	10	\$0.00	\$7,453.29	90
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	\$5,532.64	18	\$0.00	\$24,467.36	82
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	\$375.00	12	\$1,050.00	33	\$0.00	\$2,150.00	67
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 September 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	\$1,350.00	7	\$4,050.00	20	\$0.00	\$15,950.00	80
05365 CONTRACTUAL SERVICES	\$55,750.00	\$0.00	\$0.00	0	\$2,837.72	5	\$0.00	\$52,912.28	95
05368 INTERFUND TRANSFER	\$0.00	\$0.00	\$0.00	0	\$160,000.00	0	\$0.00	(\$160,000.00)	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	\$3,657.50	18	\$0.00	\$16,342.50	82
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	\$0.00	0	\$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	\$6,621.71	3	\$224,250.41	101	\$0.00	(\$1,250.41)	(1)
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	\$6,640.94	1	\$328,858.30	60	\$0.00	\$218,306.70	40
200 FIRE DEPARTMENT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$405,500.00	\$0.00	\$0.00	0	\$92,619.42	23	\$0.00	\$312,880.58	77
05101 OVERTIME	\$35,000.00	\$0.00	\$0.00	0	\$10,185.69	29	\$0.00	\$24,814.31	71

**City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$0.00	0	\$7,767.90	27	\$0.00	\$21,012.10	73
05105 RETIREMENT CONTRIBUTIONS	\$81,400.00	\$0.00	\$0.00	0	\$22,525.35	28	\$0.00	\$58,874.65	72
05106 HEALTH INSURANCE CONTRIBUTIONS	\$73,000.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$3,246.13	10	\$0.00	\$30,753.87	90
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	\$0.00	0	\$160,223.75	24	\$0.00	\$520,186.25	76
00200 COMMODITIES									
05201 FUEL	\$13,000.00	\$0.00	\$0.00	0	\$1,335.82	10	\$0.00	\$11,664.18	90
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$1,294.39	52	\$194.99	\$1,010.62	40
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	\$1,294.68	\$5,705.32	82
05209 JANITORIAL SUPPLIES	\$1,500.00	\$0.00	\$0.00	0	\$122.85	8	\$0.00	\$1,377.15	92
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	\$22.66	1	\$0.00	\$2,477.34	99

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$2,775.72	5	\$1,489.67	\$48,734.61	92
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	\$87.62	3	\$0.00	\$3,212.38	97
05302 TRAVEL AND TRAINING	\$8,000.00	\$0.00	\$675.00	8	\$675.00	8	\$0.00	\$7,325.00	92
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	\$229.08	\$11,770.92	98
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$10,000.00	\$0.00	\$0.00	0	\$8,775.00	88	\$0.00	\$1,225.00	12
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	\$4,975.83	21	\$4,975.83	21	\$0.00	\$19,024.17	79
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	\$237.50	12	\$0.00	\$1,762.50	88
05322 CABLE	\$900.00	\$0.00	\$0.00	0	\$74.20	8	\$0.00	\$825.80	92
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	\$1,501.50	(\$1.50)	0
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	\$588.00	\$4,412.00	88

010 CITY GENERAL FUND
 200 FIRE DEPARTMENT
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report

Level 4 Summary for September 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	\$5,650.83	7	\$14,825.15	18	\$2,318.58	\$63,056.27	79
00600 CAPITAL OUTLAY									
05600 SCBA'S	\$28,000.00	\$0.00	\$0.00	0	\$27,960.85	100	\$0.00	\$39.15	0
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	\$27,960.85	78	\$0.00	\$8,039.15	22
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	\$5,650.83	1	\$205,785.47	24	\$3,808.25	\$640,016.28	75
300 POLICE									
00100 PERSONAL SERVICES									
05100 SALARIES	\$484,000.00	\$0.00	\$0.00	0	\$101,218.62	21	\$0.00	\$382,781.38	79
05101 OVERTIME	\$30,000.00	\$0.00	\$0.00	0	\$7,812.64	26	\$0.00	\$22,187.36	74
05103 ANNUAL BONUS	\$1,520.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,520.00	100

010 CITY GENERAL FUND
 300 POLICE
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$0.00	0	\$8,030.39	24	\$0.00	\$26,069.61	76
05105 RETIREMENT CONTRIBUTIONS	\$100,510.00	\$0.00	\$0.00	0	\$23,158.21	23	\$0.00	\$77,351.79	77
05106 HEALTH INSURANCE CONTRIBUTIONS	\$75,500.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$165,785.62	22	\$0.00	\$587,844.38	78
00200 COMMODITIES									
05201 FUEL	\$28,000.00	\$0.00	\$0.00	0	\$3,895.20	14	\$0.00	\$24,104.80	86
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$1,376.58	55	\$0.00	\$1,123.42	45
05206 VEHICLE MAINT/REPAIR	\$10,000.00	\$0.00	\$0.00	0	\$807.87	8	\$0.00	\$9,192.13	92
05208 UNIFORMS	\$13,000.00	\$0.00	\$0.00	0	\$3,443.82	26	\$0.00	\$9,556.18	74
05209 JANITORIAL SUPPLIES	\$1,000.00	\$0.00	\$114.01	11	\$375.95	38	\$0.00	\$624.05	62
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	\$1,668.13	26	\$0.00	\$4,831.87	74
05224 POLICE K9	\$0.00	\$0.00	\$0.00	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	\$114.01	0	\$13,321.64	21	\$0.00	\$49,178.36	79
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	\$87.62	3	\$0.00	\$2,812.38	97
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	\$9,519.18	63	\$0.00	\$5,480.82	37

010 CITY GENERAL FUND
 300 POLICE
 00300 CONTRACTUAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$500.00	50	\$0.00	\$500.00	50
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	\$1,187.31	12	\$1,187.31	12	\$0.00	\$8,812.69	88
05315 POLICE FUND	\$1,000.00	\$0.00	\$0.00	0	\$261.94	26	\$0.00	\$738.06	74
05318 SOFTWARE	\$9,000.00	\$0.00	\$0.00	0	\$572.00	6	\$0.00	\$8,428.00	94
05319 PROFESSIONAL SERVICES	\$2,500.00	\$0.00	\$0.00	0	\$2,192.00	88	\$0.00	\$308.00	12
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	\$375.00	16	\$1,150.00	48	\$0.00	\$1,250.00	52
05357 EQUIPMENT RENTAL/LEASE	\$9,000.00	\$0.00	\$0.00	0	\$7,717.09	86	\$0.00	\$1,282.91	14
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	\$1,562.31	2	\$23,187.14	32	\$0.00	\$48,212.86	68
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 September 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	\$1,676.32	0	\$202,294.40	23	\$0.00	\$685,235.60	77
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	\$0.00	0	\$7,428.01	38	\$0.00	\$11,901.99	62
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	\$0.00	0	\$509.65	34	\$0.00	\$970.35	66
05105 RETIREMENT CONTRIBUTIONS	\$3,780.00	\$0.00	\$0.00	0	\$1,378.65	36	\$0.00	\$2,401.35	64
05106 HEALTH INSURANCE CONTRIBUTIONS	\$6,500.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$12,377.99	40	\$0.00	\$18,712.01	60
00200 COMMODITIES									
05201 FUEL	\$800.00	\$0.00	\$0.00	0	\$44.84	6	\$0.00	\$755.16	94
05202 OFFICE SUPPLIES	\$500.00	\$0.00	\$0.00	0	\$160.00	32	\$0.00	\$340.00	68
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	\$68.86	7	\$0.00	\$931.14	93
05214 PRINTING	\$500.00	\$0.00	\$0.00	0	\$50.00	10	\$0.00	\$450.00	90

**010 CITY GENERAL FUND
500 CODES
00200 COMMODITIES**

**City Of Westminster
Expenditure Report
Level 4 Summary for September 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	\$323.70	11	\$0.00	\$2,726.30	89
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	\$16,800.00	114	\$0.00	(\$2,050.00)	(14)
Total Contractual Services	\$15,750.00	\$0.00	\$0.00	0	\$16,860.00	107	\$0.00	(\$1,110.00)	(7)
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	\$0.00	0	\$29,561.69	59	\$0.00	\$20,328.31	41
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 September 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	\$1,375.14	\$124.86	8
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	\$0.00	0	\$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	\$0.00	0	\$680.48	14	\$75.50	\$4,244.02	85
05216 MATERIALS - MAINT.	\$2,000.00	\$0.00	\$0.00	0	\$61.16	3	\$120.62	\$1,818.22	91
05222 SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$102.17	10	\$0.00	\$897.83	90
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$149.66	\$850.34	85
Total Commodities	\$13,000.00	\$0.00	\$0.00	0	\$867.06	7	\$1,720.92	\$10,412.02	80
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	\$1,833.04	14	\$1,833.04	14	\$0.00	\$10,966.96	86
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 September 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	\$215.40	29	\$0.00	\$534.60	71
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	\$375.00	7	\$1,050.00	19	\$0.00	\$4,450.00	81
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	\$179.61	\$320.39	64
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	\$2,208.04	7	\$3,382.44	11	\$179.61	\$27,287.95	88
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	\$2,208.04	5	\$4,249.50	9	\$1,900.53	\$39,699.97	87

700 NON DEPARTMENTAL

010 CITY GENERAL FUND
 700 NON DEPARTMENTAL
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$0.00	0	\$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	\$0.00	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	\$50,659.22	100	\$0.00	\$0.00	0
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 September 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	\$50,659.22	61	\$0.00	\$31,964.00	39
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	\$0.00	0	\$174,369.95	55	\$0.00	\$142,472.27	45
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	\$466.40	47	\$0.00	\$533.60	53
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	\$466.40	4	\$0.00	\$10,933.60	96
Total ANDERSON PARK	\$11,400.00	\$0.00	\$0.00	0	\$466.40	4	\$0.00	\$10,933.60	96
Total CITY GENERAL FUND	\$2,708,287.22	\$0.00	\$16,176.13	1	\$945,585.71	35	\$5,708.78	\$1,756,992.73	65

020 UTILITY DEPT. GENERAL FUND
 150 UTILITY ADMINISTRATION
 00100 PERSONAL SERVICES

City Of Westminster
 Expenditure Report

Level 4 Summary for September 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	\$0.00	0	\$38,366.38	10	\$0.00	\$338,633.62	90
05101 OVERTIME	\$1,500.00	\$0.00	\$0.00	0	\$102.76	7	\$0.00	\$1,397.24	93
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	\$0.00	0	\$2,796.45	10	\$0.00	\$26,203.55	90
05105 RETIREMENT CONTRIBUTIONS	\$71,200.00	\$0.00	\$0.00	0	\$7,139.88	10	\$0.00	\$64,060.12	90
05106 HEALTH INSURANCE CONTRIBUTIONS	\$57,900.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$56,442.87	10	\$0.00	\$489,162.13	90
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	\$435.99	10	\$0.00	\$4,064.01	90
05202 OFFICE SUPPLIES	\$5,000.00	\$0.00	\$0.00	0	\$78.59	2	\$0.00	\$4,921.41	98
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	\$604.15	\$2,395.85	80
05208 UNIFORMS	\$4,000.00	\$0.00	\$0.00	0	\$432.45	11	\$62.00	\$3,505.55	88
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	\$0.00	0	\$254.75	1	\$0.00	\$44,745.25	99
05212 EQUIPMENT PURCHASED	\$3,000.00	\$0.00	\$0.00	0	\$15.00	1	\$0.00	\$2,985.00	100

City Of Westminster
 Expenditure Report

Level 4 Summary for September 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	\$386.55	\$613.45	61
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	\$0.00	0	\$2,012.43	3	\$1,052.70	\$71,634.87	96
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$1,500.00	\$0.00	\$0.00	0	\$181.51	12	\$0.00	\$1,318.49	88
05301 TELEPHONES	\$3,000.00	\$0.00	\$0.00	0	\$87.64	3	\$0.00	\$2,912.36	97
05302 TRAVEL AND TRAINING	\$3,000.00	\$0.00	\$0.00	0	\$90.00	3	\$77.68	\$2,832.32	94
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$2,500.00	\$0.00	\$0.00	0	\$504.99	20	\$0.00	\$1,995.01	80
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	\$120.00	2	\$152.00	3	\$0.00	\$4,848.00	97
05313 UTILITIES PURCH FROM WUD	\$9,000.00	\$0.00	\$242.55	3	\$242.55	3	\$0.00	\$8,757.45	97
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	\$35,551.75	8	\$106,655.25	25	\$0.00	\$319,965.75	75
05327 ONLINE UTILITY EXCHANGE	\$1,000.00	\$0.00	\$0.00	0	\$64.51	6	\$0.00	\$935.49	94

**City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$375.00	8	\$1,050.00	23	\$0.00	\$3,450.00	77
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	\$16,500.00	25	\$0.00	\$49,500.00	75
05365 CONTRACTUAL SERVICES	\$58,000.00	\$0.00	\$0.00	0	\$13,463.65	23	\$0.00	\$44,536.35	77
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	\$50.00	0	\$2,757.50	14	\$0.00	\$17,242.50	86
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	\$41,839.30	6	\$178,349.07	25	\$77.68	\$540,394.25	75
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 September 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	\$41,839.30	3	\$236,804.37	18	\$1,130.38	\$1,101,191.25	82
250 ELECTRIC									
00100 PERSONAL SERVICES									
05100 SALARIES	\$250,400.00	\$0.00	\$0.00	0	\$29,092.64	12	\$0.00	\$221,307.36	88
05101 OVERTIME	\$13,000.00	\$0.00	\$0.00	0	\$1,677.40	13	\$0.00	\$11,322.60	87
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	\$0.00	0	\$2,269.61	12	\$0.00	\$16,230.39	88
05105 RETIREMENT CONTRIBUTIONS	\$48,610.00	\$0.00	\$0.00	0	\$5,710.93	12	\$0.00	\$42,899.07	88
05106 HEALTH INSURANCE CONTRIBUTIONS	\$30,750.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$51,057.64	13	\$0.00	\$330,202.36	87
00200 COMMODITIES									
05201 FUEL	\$20,000.00	\$0.00	\$0.00	0	\$1,913.28	10	\$0.00	\$18,086.72	90
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	\$1,100.77	4	\$183.36	\$28,715.87	96
05208 UNIFORMS	\$8,500.00	\$0.00	\$0.00	0	\$432.45	5	\$130.54	\$7,937.01	93
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	\$32,125.56	20	\$31.21	\$127,843.23	80
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	\$395.57	20	\$0.00	\$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

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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	\$184.00	1	\$0.00	\$34,816.00	99
Total Commodities	\$280,500.00	\$0.00	\$0.00	0	\$36,218.92	13	\$345.11	\$243,935.97	87
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,500.00	\$0.00	\$0.00	0	\$275.41	8	\$0.00	\$3,224.59	92
05301 TELEPHONES	\$1,900.00	\$0.00	\$0.00	0	\$87.62	5	\$0.00	\$1,812.38	95
05302 TRAVEL AND TRAINING	\$10,000.00	\$0.00	\$70.00	1	\$70.00	1	\$0.00	\$9,930.00	99
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	\$294.88	6	\$294.88	6	\$0.00	\$4,705.12	94
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	\$47.50	10	\$0.00	\$452.50	91
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	\$252,008.05	10	\$0.00	\$2,378,043.95	90
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	\$2,275.07	46	\$561.34	\$2,163.59	43
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	\$6,725.59	673	\$0.00	(\$5,725.59)	(573)
05365 CONTRACTUAL SERVICES	\$90,000.00	\$0.00	\$0.00	0	\$9,039.93	10	\$0.00	\$80,960.07	90
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	\$5,320.88	0	\$0.00	(\$5,320.88)	0
Total Contractual Services	\$2,829,452.00	\$0.00	\$364.88	0	\$276,144.93	10	\$561.34	\$2,552,745.73	90

020 UTILITY DEPT. GENERAL FUND
 250 ELECTRIC
 00600 CAPITAL OUTLAY

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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	\$103,500.00	129	\$0.00	(\$23,500.00)	(29)
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	\$103,500.00	75	\$0.00	\$34,000.00	25
Total ELECTRIC	\$3,628,712.00	\$0.00	\$364.88	0	\$466,921.49	13	\$906.45	\$3,160,884.06	87
350 WATER									
00100 PERSONAL SERVICES									
05100 SALARIES	\$240,500.00	\$0.00	\$0.00	0	\$58,194.90	24	\$0.00	\$182,305.10	76
05101 OVERTIME	\$15,000.00	\$0.00	\$0.00	0	\$4,110.39	27	\$0.00	\$10,889.61	73
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	\$0.00	0	\$4,533.56	26	\$0.00	\$12,866.44	74
05105 RETIREMENT CONTRIBUTIONS	\$48,000.00	\$0.00	\$0.00	0	\$11,563.90	24	\$0.00	\$36,436.10	76
05106 HEALTH INSURANCE CONTRIBUTIONS	\$32,000.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$90,746.56	25	\$0.00	\$277,373.44	75
00200 COMMODITIES									
05200 POSTAGE	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0

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 Expenditure Report

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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	\$2.00	0	\$2,162.81	11	\$0.00	\$17,837.19	89
05202 OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	0	\$67.29	2	\$855.99	\$2,076.72	69
05206 VEHICLE MAINT/REPAIR	\$20,000.00	\$0.00	\$0.00	0	\$35.34	0	\$289.32	\$19,675.34	98
05208 UNIFORMS	\$6,000.00	\$0.00	\$0.00	0	\$580.84	10	\$432.33	\$4,986.83	83
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	\$334.52	\$4,665.48	93
05216 MATERIALS - MAINT.	\$182,000.00	\$0.00	\$0.00	0	\$27,042.64	15	\$31.21	\$154,926.15	85
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	\$490.97	10	\$0.00	\$4,509.03	90
05223 TOOLS	\$3,500.00	\$0.00	\$0.00	0	\$42.35	1	\$375.88	\$3,081.77	88
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	\$29,998.00	43	\$0.00	\$40,002.00	57
Total Commodities	\$340,500.00	\$0.00	\$2.00	0	\$60,420.24	18	\$2,319.25	\$277,760.51	82
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,300.00	\$0.00	\$0.00	0	\$206.55	6	\$0.00	\$3,093.45	94
05301 TELEPHONES	\$2,200.00	\$0.00	\$0.00	0	\$87.62	4	\$0.00	\$2,112.38	96
05302 TRAVEL AND TRAINING	\$3,500.00	\$0.00	\$0.00	0	\$140.00	4	\$0.00	\$3,360.00	96
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

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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	\$771.28	2	\$771.28	2	\$0.00	\$49,228.72	98
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	\$11,057.31	29	\$0.00	\$26,942.69	71
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	\$58.28	0	\$0.00	\$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	\$715.25	6	\$1,253.50	\$10,531.25	84
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	\$591.00	3	\$438.00	\$16,971.00	94

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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	\$771.28	0	\$25,204.18	10	\$32,114.61	\$186,681.21	77
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	\$80,898.00	47	\$87,812.00	\$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	\$80,898.00	31	\$87,812.00	\$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	\$773.28	0	\$257,268.98	16	\$122,245.86	\$1,259,592.16	77

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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	\$0.00	0	\$18,607.41	16	\$0.00	\$99,392.59	84
05101 OVERTIME	\$13,000.00	\$0.00	\$0.00	0	\$1,294.41	10	\$0.00	\$11,705.59	90
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	\$0.00	0	\$1,423.85	17	\$0.00	\$7,076.15	83
05105 RETIREMENT CONTRIBUTIONS	\$21,800.00	\$0.00	\$0.00	0	\$3,693.78	17	\$0.00	\$18,106.22	83
05106 HEALTH INSURANCE CONTRIBUTIONS	\$24,800.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$38,748.88	20	\$0.00	\$158,551.12	80
00200 COMMODITIES									
05201 FUEL	\$18,000.00	\$0.00	\$0.00	0	\$2,160.81	12	\$0.00	\$15,839.19	88
05202 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$156.48	16	\$0.00	\$843.52	84
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	\$284.31	3	\$329.99	\$9,885.70	94
05208 UNIFORMS	\$4,500.00	\$0.00	\$0.00	0	\$432.45	10	\$286.00	\$3,781.55	84
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	\$1,073.52	11	\$31.21	\$8,895.27	89
05222 SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$493.57	25	\$0.00	\$1,506.43	75
05223 TOOLS	\$4,300.00	\$0.00	\$0.00	0	\$61.46	1	\$0.00	\$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

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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	\$5,001.79	8	\$647.20	\$58,651.01	91
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,000.00	\$0.00	\$0.00	0	\$206.55	10	\$0.00	\$1,793.45	90
05301 TELEPHONES	\$1,800.00	\$0.00	\$0.00	0	\$87.62	5	\$0.00	\$1,712.38	95
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	\$242.56	8	\$242.56	8	\$0.00	\$2,757.44	92
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	\$3,330.93	28	\$0.00	\$8,669.07	72
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	\$242.56	0	\$6,958.60	1	\$0.00	\$627,050.40	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 September 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	\$242.56	0	\$70,684.27	8	\$647.20	\$848,277.53	92
550 WATER PLANT									
00100 PERSONAL SERVICES									
05100 SALARIES	\$246,500.00	\$0.00	\$0.00	0	\$44,306.41	18	\$0.00	\$202,193.59	82
05101 OVERTIME	\$5,000.00	\$0.00	\$0.00	0	\$2,770.80	55	\$0.00	\$2,229.20	45
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	\$0.00	0	\$3,977.44	21	\$0.00	\$14,522.56	79
05105 RETIREMENT CONTRIBUTIONS	\$47,200.00	\$0.00	\$0.00	0	\$9,935.66	21	\$0.00	\$37,264.34	79
05106 HEALTH INSURANCE CONTRIBUTIONS	\$28,000.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$6,455.31	52	\$0.00	\$6,044.69	48
Total Personal Services	\$366,700.00	\$0.00	\$0.00	0	\$76,827.62	21	\$0.00	\$289,872.38	79
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	\$166.83	4	\$3,000.00	\$833.17	21
05202 OFFICE SUPPLIES	\$2,500.00	\$0.00	\$0.00	0	\$99.19	4	\$180.46	\$2,220.35	89
05206 VEHICLE MAINT/REPAIR	\$2,500.00	\$0.00	\$0.00	0	\$229.38	9	\$0.00	\$2,270.62	91
05208 UNIFORMS	\$2,250.00	\$0.00	\$0.00	0	\$0.00	0	\$647.60	\$1,602.40	71

City Of Westminster
 Expenditure Report

Level 4 Summary for September 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	\$1,615.65	108	\$0.00	(\$115.65)	(8)
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	\$23,775.08	37	\$4,905.00	\$36,319.92	56
05215 BUILDING MAINT.	\$38,500.00	\$0.00	\$848.00	2	\$12,576.08	33	\$19,838.93	\$6,084.99	16
05222 SUPPLIES	\$1,000.00	\$0.00	\$0.00	0	\$331.11	33	\$0.00	\$668.89	67
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	\$848.00	1	\$38,793.32	33	\$28,571.99	\$51,134.69	43
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$3,500.00	\$0.00	\$0.00	0	\$352.55	10	\$1,534.00	\$1,613.45	46
05301 TELEPHONES	\$1,800.00	\$0.00	\$0.00	0	\$87.62	5	\$0.00	\$1,712.38	95
05302 TRAVEL AND TRAINING	\$6,000.00	\$0.00	\$0.00	0	\$215.40	4	\$2,235.08	\$3,549.52	59
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	\$18,881.93	6	\$18,881.93	6	\$0.00	\$279,118.07	94
05314 UTILITIES PURCH FROM OTHER	\$15,000.00	\$0.00	\$0.00	0	\$941.07	6	\$0.00	\$14,058.93	94
05319 PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	0	\$1,220.00	12	\$7,049.44	\$1,730.56	17
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	\$773.85	7	\$6,226.15	\$4,500.00	39
05344 DHEC/INTERAL FEES	\$20,000.00	\$0.00	\$0.00	0	\$14,058.00	70	\$5,942.00	\$0.00	0
05345 LAB EXPENSE	\$40,000.00	\$0.00	\$0.00	0	\$6,749.25	17	\$25,727.95	\$7,522.80	19
05347 WASTE HANDLING	\$5,000.00	\$0.00	\$0.00	0	\$2,550.00	51	\$3,800.00	(\$1,350.00)	(27)
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 September 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	\$4,647.09	12	\$15,909.91	\$17,443.00	46
05365 CONTRACTUAL SERVICES	\$20,000.00	\$0.00	\$0.00	0	\$3,227.49	16	\$17,891.75	(\$1,119.24)	(6)
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	\$18,881.93	4	\$53,704.25	11	\$94,316.28	\$336,929.47	69
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	\$20,420.67	255	\$0.00	(\$12,420.67)	(155)
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	\$20,420.67	255	\$159,941.06	(\$172,361.73)	(2155)
Total WATER PLANT	\$978,150.00	\$0.00	\$19,729.93	2	\$189,745.86	19	\$282,829.33	\$505,574.81	52
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	(\$76,473.09)	(99)	\$0.00	0	\$0.00	\$77,001.00	100
05717 2023 LEASE/PURCHASE	\$39,527.00	\$0.00	\$0.00	0	\$39,526.65	100	\$0.00	\$0.35	0
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	(\$76,473.09)	(54)	\$39,526.65	28	\$0.00	\$101,589.35	72

020 UTILITY DEPT. GENERAL FUND
 650 NON DEPARTMENTAL
 00800 OTHER

City Of Westminster
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 Level 4 Summary for September 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	(\$76,473.09)	(37)	\$39,526.65	19	\$0.00	\$167,789.35	81
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	(\$13,523.14)	0	\$1,260,951.62	14	\$407,759.22	\$7,058,709.16	81

030 SOLID WASTE
 005 EXPENSE
 00515 EXPENSE

City Of Westminster
 Expenditure Report

Level 4 Summary for September 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	\$0.00	0	\$48,344.14	25	\$0.00	\$145,359.86	75
05101 OVERTIME	\$10,000.00	\$0.00	\$0.00	0	\$1,617.84	16	\$0.00	\$8,382.16	84
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	\$0.00	0	\$3,622.53	24	\$0.00	\$11,477.47	76
05105 RETIREMENT CONTRIBUTIONS	\$35,800.00	\$0.00	\$0.00	0	\$9,272.97	26	\$0.00	\$26,527.03	74
05106 HEALTH INSURANCE CONTRIBUTIONS	\$39,900.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$76,880.60	26	\$0.00	\$223,673.40	74
00200 COMMODITIES									
05201 FUEL	\$15,000.00	\$0.00	\$0.00	0	\$1,778.54	12	\$0.00	\$13,221.46	88
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	\$4,598.83	12	\$583.48	\$34,467.69	87
05208 UNIFORMS	\$6,500.00	\$0.00	\$0.00	0	\$632.44	10	\$586.29	\$5,281.27	81

030 SOLID WASTE
 900 SOLID WASTE
 00200 COMMODITIES

**City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$120.84	24	\$0.00	\$379.16	76
05210 MISCELLANEOUS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05211 SERVICE FEES	\$500.00	\$0.00	\$0.00	0	\$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	\$105.27	\$894.73	89
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	\$747.73	25	\$0.00	\$2,252.27	75
05223 TOOLS	\$1,000.00	\$0.00	\$0.00	0	\$0.00	0	\$114.45	\$885.55	89
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	\$0.00	0	\$7,943.63	9	\$1,389.49	\$80,746.88	90
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$900.00	\$0.00	\$0.00	0	\$68.86	8	\$0.00	\$831.14	92
05301 TELEPHONES	\$2,400.00	\$0.00	\$0.00	0	\$87.62	4	\$0.00	\$2,312.38	96
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	\$242.55	6	\$242.55	6	\$0.00	\$3,557.45	94
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

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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	\$0.00	0	\$176.48	2	\$116.28	\$9,707.24	97
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	\$250.00	50	\$0.00	\$250.00	50
Total Contractual Services	\$36,100.00	\$0.00	\$242.55	1	\$8,825.51	24	\$116.28	\$27,158.21	75
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 September 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	\$242.55	0	\$93,649.74	16	\$1,505.77	\$493,635.49	84
Total SOLID WASTE	\$588,791.00	\$0.00	\$242.55	0	\$93,649.74	16	\$1,505.77	\$493,635.49	84

040 FIRE DEPARTMENT 1% FUND
 005 EXPENSE
 00200 COMMODITIES

City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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 September 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 September 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	\$0.00	0	\$19,787.95	18	\$0.00	\$90,712.05	82
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	\$0.00	0	\$2,112.03	22	\$0.00	\$7,287.97	78
05105 RETIREMENT CONTRIBUTIONS	\$18,000.00	\$0.00	\$0.00	0	\$5,181.07	29	\$0.00	\$12,818.93	71
05106 HEALTH INSURANCE CONTRIBUTIONS	\$10,000.00	\$0.00	\$0.00	0	\$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	\$0.00	0	\$8,127.21	18	\$0.00	\$36,872.79	82
Total Personal Services	\$202,900.00	\$0.00	\$0.00	0	\$39,230.94	19	\$0.00	\$163,669.06	81
00200 COMMODITIES									
05201 FUEL	\$5,500.00	\$0.00	\$0.00	0	\$783.14	14	\$0.00	\$4,716.86	86
05202 OFFICE SUPPLIES	\$2,900.00	\$0.00	\$0.00	0	\$129.96	4	\$76.32	\$2,693.72	93
05206 VEHICLE MAINT/REPAIR	\$4,400.00	\$0.00	\$0.00	0	\$0.00	0	\$456.11	\$3,943.89	90
05208 UNIFORMS	\$30,000.00	\$0.00	\$0.00	0	\$115.50	0	\$14,884.50	\$15,000.00	50
05209 JANITORIAL SUPPLIES	\$2,000.00	\$0.00	\$0.00	0	\$182.44	9	\$567.56	\$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	\$0.00	0	\$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	\$0.00	0	\$1,276.29	3	\$15,984.49	\$31,089.22	64
00300 CONTRACTUAL SERVICES									
05300 CELLULAR/WIRELESS PHONES	\$2,400.00	\$0.00	\$0.00	0	\$275.41	11	\$0.00	\$2,124.59	89
05301 TELEPHONES	\$2,700.00	\$0.00	\$0.00	0	\$87.63	3	\$0.00	\$2,612.37	97
05305 MEMBERSHIPS & SUBSCRIPTIONS	\$3,200.00	\$0.00	\$0.00	0	\$106.35	3	\$0.00	\$3,093.65	97

**City Of Westminster
 Expenditure Report
 Level 4 Summary for September 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	\$125.00	25	\$0.00	\$375.00	75
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	\$5,503.83	12	\$5,503.83	12	\$0.00	\$39,496.17	88
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	\$47.50	10	\$0.00	\$452.50	91
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	\$0.00	0	\$265.00	27	\$0.00	\$735.00	74
05330 TROPHY AWARDS	\$7,000.00	\$0.00	\$0.00	0	\$288.32	4	\$5,915.20	\$796.48	11
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	\$0.00	0	\$2,190.37	11	\$10,072.70	\$7,736.93	39
05335 TOURNAMENT EXPENSE	\$7,400.00	\$0.00	\$0.00	0	\$10,043.08	136	\$408.00	(\$3,051.08)	(41)
05337 CONCESSIONS	\$14,000.00	\$0.00	\$0.00	0	\$172.47	1	\$10,375.53	\$3,452.00	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	\$0.00	0	\$6,499.44	7	\$0.00	\$83,500.56	93
05389 DONATIONS EXPENSE	\$1,000.00	\$0.00	\$0.00	0	\$987.03	99	\$0.00	\$12.97	1
Total Contractual Services	\$253,650.00	\$0.00	\$5,503.83	2	\$27,991.43	11	\$32,771.43	\$192,887.14	76
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 September 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	\$10,626.95	21	\$0.00	\$39,373.05	79
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	\$10,626.95	21	\$0.00	\$39,373.05	79
Total RECREATION	\$554,900.00	\$0.00	\$5,503.83	1	\$79,125.61	14	\$48,755.92	\$427,018.47	77
Total YOUTH RECREATION FUND	\$554,900.00	\$0.00	\$5,503.83	1	\$79,125.61	14	\$48,755.92	\$427,018.47	77
TOTAL ALL FUNDS	\$12,665,548.22	\$0.00	\$8,399.37	0	\$2,379,312.68	19	\$463,729.69	\$9,822,505.85	78

Current Pd
Total

Year To Date
Total

Grand Total

\$829,135.30

\$5,719,916.49

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	010	050	n/a
2	ALL		N
3	ALL		N
4	ALL		N
5	ALL		n/a

Period 03
System Date 9/6/2024
System Time 10:44:57 am
Print Date 9/6/2024
Print Time 10:45:09 am
Run by RA
Print ID 381
System version 7.1.27
Export APGLXP17
Export version VM-07123000