

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING

November 18, 2025 @ 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

Special Presentations

1. Presentation and Consideration of Resolution 2025-10-18-01: A Resolution Celebrating the Lazy Daisy Garden Club
2. Presentation of Proclamation Designating November 20th, 2025 as World Pancreatic Cancer Day in the City of Westminster

Routine Business

3. Comments from the Utilities Director
 - a. SCIIP
 - i. Phase I - update
 - ii. Phase II – update
 - b. Outside contractors installing underground fiber optic lines
 - c. SCADA upgrade
 - d. Heirloom Farms water and sewer installation
 - e. Other
4. Comments from City Administrator
 - a. Horton Outdoor Recreational Fields
 - b. Streetscape Update
 - c. Christmas activities
 - d. Other
5. **Approval of October 14, 2025 Regular City Council Meeting Minutes**

Old Business

6. **Consideration of Second Reading of ORDINANCE 11-18-2025-01: AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES REGARDING THE DISCHARGE OF FIREARMS.**

At the June 17, 2025 City Council Meeting, Council directed staff to draft an ordinance allowing limited use of firearms in City Limits. The proposed ordinance recommends allowances for contiguous lots of 25 Acres or larger.

The proposed ordinance amends the City’s firearms regulation (Section 130.45). Proposed amendments would provide exceptions to the blanket ban of the discharge of firearms, including for Law Enforcement, ceremonial blank rounds (“blanks”), and other similar items.

The Ordinance was reviewed by the Planning Commission because staff originally proposed allowing exceptions to the firearm discharge ban in certain zoning districts. The Planning Commission recommended removing all references to the Zoning Code and instead chose to allow discharge of firearms of 25 Acres or more, regardless of zoning district.

Also included is a provision requiring all private gun ranges (such as home sporting clay ranges) to be approved in writing before operation.

The City was advised by Legal Counsel (Pope-Flynn) that the state has preemptively occupied the field of firearm regulations for private landowners on 25 Acres or less and that municipalities may not enact “more restrictive or more permissive ordinances.” As such, the exemption on the blanket ban would only apply to those parcels 25 Acres or more. This was based on a 2021 Attorney General opinion.

The Planning Commission recommends approval. City Council approved First Reading of the Ordinance (4-2).

New Business

7. Consideration of Ordinance 12-09-2025-01: AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

510 Marcengill Road (TMS # 249-00-03-010), owned by Swapnil Chourasia.

The City of Westminster received an Annexation Petition from the property owner on March 31, 2025, upon completion of the utility service application. The property meets all the requirements for annexation to the City of Westminster.

The property (approx. 43,500 SF) could be designated as R-25 by size alone, but staff recommend a zoning designation of R-20, because many of nearby properties on Marcengill Drive would better fit on the smaller R-20 lots. This would create a consistent corridor of R-20 zoning in the neighborhood.

All zoning recommendations made by the Planning Commission are contingent upon annexation by the City Council.

The Planning Commission held a public hearing on the item at its October 20, 2025 meeting. The Planning Commission recommends annexation by a vote of 3-1.

Staff recommends approval.

- 8. **Consideration of Bid Award to Utility Partners of America, LLC of Greer, SC for the all-inclusive base bid not to exceed amount of \$512,300.00, with additional unit pricing of \$150 per linear feet of rock encountered (additional cost to bore and not expected to exceed \$12,00 for 80 feet), for the Westminster Electric Underground Project, and to affirm the City to purchase material in an amount not to exceed \$550,000.**

Funded by the City of Westminster’s Combined Utility System Bond (2025), the City solicited bids to underground portions of the Westminster Electric System from the Substation to Abbey Street (near Anderson Avenue). This stretch of overhead lines is among the most vulnerable and critical to system resiliency. The City is in the process of procuring materials for the project, which is outside the scope of the bid. The bid includes substantial completion by May 31, 2026 if all materials are delivered as scheduled.

The City received one responsive bid for the project. The low bidder was Utility Partners of America with a base bid of \$512,300.00.

Bidder	Base Bid (Underground)	Rock Unit Price (if rock is encountered; price per linear foot)
Utility Partners of America, LLC (UPA)	\$512,300.00	\$150.00

The City is procuring materials outside of the scope of the Bid. Staff requests affirmation from City Council to purchase the required material to complete the project. The remaining material (outside of the switch gear authorized for sole source procurement last month), may be acquired as general electrical material stock, however, due to the nature of the project and cost, staff would like affirmation from Council. The material will be paid for from the 2025 Combined Utility System Bond.

Material expenses not to exceed \$550,000. The material is roll pipe for the underground conduit, a polyethylene material, six inches in diameter. The switch gear is not included in these expenses (authorized to use sole source procurement at the October 2025 meeting; purchased for \$83,363.70).

Summary of expenses as proposed for consideration:

\$ 512,300.00	UPA Lump sum bid
\$ 12,000.00	\$150 per foot for possible rock boring up to 80 feet
\$ 550,000.00	roll pipe, underground conduit (not to exceed)
\$ 87,363.70	<i>previously approved by City Council for switch gear</i>
\$1,161,663.70	Total Project Cost

The funds allocated in the 2025 Combined Utility System Bond for electric undergrounding & SCADA installation is \$1,500,000.

Staff recommends approval.

Adjourn

Resolution

A RESOLUTION HONORING THE LAZY DAISY GARDEN CLUB

WHEREAS, the Lazy Daisy Garden Club has been a steadfast and valued organization in the City of Westminster for many decades; AND

WHEREAS, the members of the Lazy Daisy Garden Club have consistently demonstrated their love and pride for Westminster through countless beautification projects that have enhanced the charm and livability of our community; AND

WHEREAS, the Lazy Daisy Garden Club has been a dedicated partner in the City's Arbor Day festivities, contributing time, talent, and resources to the celebration of trees and environmental stewardship; AND

WHEREAS, the ongoing efforts of the Lazy Daisy Garden Club to plant, maintain, and preserve natural beauty throughout the City serve as an inspiration to all citizens and visitors; AND

WHEREAS, the City of Westminster wishes to express its sincere gratitude for the Garden Club's continued commitment to civic pride, environmental awareness, and community service;

NOW, THEREFORE BE IT RESOLVED, that by virtue of the authority invested in the City Council on behalf of the Citizens of the City of Westminster, the City hereby honors and celebrates the

LAZY DAISY GARDEN CLUB

for their decades of service, dedication to beautifying the City of Westminster, and invaluable contributions to the Westminster community.

In witness whereof, the Mayor has hereunto set his hand and caused the seal of the City of Westminster to be affixed.

Brian Ramey, Mayor

Proclamation

A PROCLAMATION DECLARING NOVEMBER 20TH, 2025 AS WORLD PANCREATIC CANCER DAY IN THE CITY OF WESTMINSTER

WHEREAS, in 2025, an estimated 67,440 people will be diagnosed with pancreatic cancer in the United States and 51,980 will die from the disease; AND

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030; AND

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate at just 13 percent; AND

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 90 percent of pancreatic cancer patients die within the first five years; AND

WHEREAS, approximately 820 deaths will occur in South Carolina in 2025;

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death across the world; AND

WHEREAS, the good health and well-being of the residents of Westminster are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments.

NOW, THEREFORE BE IT PROCLAIMED, that by virtue of the authority invested in me as Mayor, on behalf of the Citizens of the City of Westminster, I hereby declare that,

NOVEMBER 20th, 2025 BE DESIGNATED AS WORLD PANCREATIC CANCER DAY IN THE CITY OF WESTMINSTER.

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

Brian Ramey, Mayor

MINUTES
WESTMINSTER CITY COUNCIL
Regular Scheduled Meeting
Tuesday, October 14, 2025

The City Council of the City of Westminster met in a regularly scheduled meeting on Tuesday, October 14, 2025, at 6:00 pm at the Westminster Fire Department with Mayor Brian Ramey presiding. Those in attendance were:

Brian Ramey
 Jimmy Powell

Ruth May
 Dale Glymph

Daby Snipes
 Adam Dunn

City Administrator, Kevin Bronson
 Assistant City Administrator, Reagan Osbon
 City Clerk, Kiley Carter
 City Attorney, Keith Denny
 Police Chief, Fred Miller
 Utility Director, Scott Parris
 Fire Chief, Michael Smith
 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

Kiley Carter certified a quorum.

Invocation and Pledge of Allegiance

Mr. Dale Glymph led the Council in the invocation and the Pledge of Allegiance.

Public Comments

Jessica Glymph gave an update on the Bigfoot Festival. She thanked everyone who made it possible and estimated around 45,000-50,000 people coming out. She stated that this was an increase in attendance and social media traffic from years past.

Comments from the Mayor and Council

- a. Mrs. Snipes spoke about the bigfoot amazing race and thanked the city.
- b. Mayor Ramey thanked the Bigfoot Committee along with all city workers who helped make the festival possible. He spoke about getting the community garden back up and running. He asked council to help run the concession stand at a West-Oak football game on October 24th, City Council agreed.

Special Recognition of Chief Micheal Smith for completing the South Carolina Fire Service Leadership Training and Certification

Mr. Bronson and Chief Smith explained what this was about and everyone applauded Chief Smith.

Routine Business

1. Comments from the Utilities Director
 - a. Mr. Parris gave an update on the SCIIP project phase 1. Phase 1 is getting into the final sections.
 - b. Phase 2 of the SCIIP Project is making good progress. The section behind Burger King is finished. Early next week, everything will be sure it meets specs. Hwy 123 is coming along.
 - c. Mr. Parris stated that there is an ad out for bids. Three of the main circuits tie together underground, which is challenging. It will be nice to get this completed since there are a lot of squirrels and trees.
 - d. Mr. Parris spoke on the spectrum/fiber optic project. Crews are still working and locates still need to be done. These contractors do keep hitting mains/services that we are keeping up with. These companies are getting business licenses. Mayor Ramey stated that he would like to get reimbursed for the damage caused by these contractors.
2. Comments from City Administrator
 - a. Mr. Bronson gave an update on the Horton Outdoor Recreation Complex. Sod is being laid and the hydroseeding is being put out. Mr. Parris and his guys are getting ready to put fence up. The concession stand contractor is still on standby waiting on permits. The city has ordered hat and bat boxes/other fencing. Mammoth is responsible for some concrete out here to be completed. Screen will be taken down here eventually and Herb will make this his own once everything is complete.
 - b. Mr. Bronson explained that the city has received 59 trees from Columbia due to the SC Forestry Commission Tree Grant. The boy scouts will help plant these at Veterans Park. Some of these trees will also be planted at Anderson Park. Some of these will also go over to

Horton and some of the other fields. Mr. Bronson thanked the Lazy Daisies for getting Apple trees for the City. He also explained how we plant these trees to survive. Mayor Ramey stated that he has topsoil for these if need be. The tree orchard will be ready by Arbor Day. There have been a couple groups at West-Oak High School reach out for volunteer opportunities so the city will reach out to them. There was some discussion about having some of these trees at the community garden.

- c. Mr. Bronson explained that the City Clerk is not required to be at the voting site/polls on election night. He explained how the Clerks in the past have been there by their own choice, but that it was never required. Mr. Bronson then stated that the City Clerk would not be at the polls on election night and wanted to make sure that this was okay with the council. The council agreed that they can read the results on the door.
- d. Mr. Osbon spoke on getting reimbursements from FEMA for Helene. Mr. Bronson thanked Mr. Osbon for all of his hard work on this.

Consent Agenda

3. Approval of September 9, 2025 Regular City Council Meeting Minutes

Upon a motion by Mr. Glymph and seconded by Mr. Dunn, the *motion to approve the Consent Agenda* passed unanimously.

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

New Business

4. Consideration of First Reading of ORDINANCE 11-18-2025-01: AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES REGARDING THE DISCHARGE OF FIREARMS.

At the June 17, 2025 City Council Meeting, Council directed staff to draft an ordinance allowing limited use of firearms in City Limits. The proposed ordinance recommends allowances for contiguous lots of 25 Acres or larger.

The proposed ordinance amends the City's firearms regulation (Section 130.45). Proposed amendments would provide exceptions to the blanket ban of the discharge of firearms, including for Law Enforcement, ceremonial blank rounds ("blanks"), and other similar items.

Mrs. Snipes had some concerns that were discussed. There was discussion about how many parcels within city limits were 25 acres or more and removing zoning from the ordinance. Mr. Denny explained how the city cannot trump state law. Mayor Ramey explained that this came about due to people getting annexed in still wanting to be able to shoot on their property.

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the ***motion to approve First Reading of ORDINANCE 11-18-2025-01: AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES REGARDING THE DISCHARGE OF FIREARMS passed.***

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

5. Consideration of Bid Award to Foothills Contracting Service, LLC of Central, SC for the all inclusive base bid amount of \$2,158,005.00 for Phase I (CDBG) and Phase II (ARC) of the Westminster Downtown Improvements Project, Subject to Contract Review and Approval by the Funding Agencies.

The City received two responsive bidders for the Downtown Improvements (Streetscape and Plaza) Project. The apparent low-bidder was Foothills Contracting, with a base bid of \$2,158,005.00. The project will be paid for through a combination of Appalachian Regional Commission (ARC) Community Revitalization Grant funding, Community Development Block Grant funding, and Oconee County Transportation “C-Fund” Committee funding, and local monies.

Mr. Bronson explained that the city is not recommending the alternates in this project. Foothills Contracting Service is the same contractor who did Anderson Park. Funding for this project is coming from ARC and CDBG grants along with Oconee County C- Funds.

Upon a motion by Mr. Glymph and seconded by Mrs. May, the ***motion to award the bid to Foothills Contracting Service , LLC of Central, SC for the all-inclusive base bid amount of no more than \$2,158,005.00 for Phase I (CDBG) and Phase II (ARC) of the Westminster Downtown Improvements Project, Subject to Contract Review and Approval by the Funding Agencies passed unanimously.***

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

6. Consideration of acceptance of the 2025 Undiscovered SC Grant (Grant #2025-038) William Bartram Statue in the amount of \$95,000 with a local match of \$95,000 for a total project cost of \$190,000.

On October 6, 2025 the South Carolina Department of Parks Recreation & Tourism announced the City’s application for a grant to construct a statue and education panels in Retreat Street Park was approved. The budget for the project is \$190,000. SCPRT will provide 50% of the project cost, local funds will be required for the 50% match.

Mr. Bronson explained who this is, what he has done, and why a statue of him should be placed in Westminster. He also explained that this does not cost the city anything. Please see attached for the documentation given to city council for this item.

Upon a motion by Mrs. Snipes and seconded by Mrs. May, the ***motion to accept the 2025 Undiscovered SC Grant (Grant #2025-038) William Bartram Statue in the amount of \$95,000 with a local match of \$95,000 for a total project cost of \$190,000 passed.***

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

7. Consideration to designate the purchase of S and C 440 Switch Gear as a sole source procurement, authorizing staff to procure by sole source methods in an amount not to exceed \$130,000.00.

The City has published an RFP to complete electric underground installation of critical lines from the substation towards Anderson Avenue. The RFP contemplates the City provide raw materials for construction and a contractor provide labor and equipment.

Mr. Parris explained that Blue Ridge Electric had had one of these ready to go, but then decided that they could not part with it just yet. The City is looking to other suppliers that are looking at 9-12 months to have one for us to purchase. These units must be in place before going hot with the line. Going out for bids would further delay this project. The City is asking the council to consider this item so that we can purchase this once we do find one.

Upon a motion by Mrs. Snipes and seconded by Mrs. May, the ***motion to designate the purchase of S and C 440 Switch Gear as a sole source procurement, authorizing staff to procure by sole source methods in an amount not to exceed \$130,000.00 passed unanimously.***

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

8. Discussion regarding the Oconee Joint Regional Sewer Authority Reconstitution Committee's proposed unified sewer system and a "New Authority," questions asked by the City Council at the September 9, 2025 City Council Meeting, and the responses provided by the Reconstitution Committee.

Mr. Bronson explained that if we do not participate, the city would have to get a permit on its own from DHEC/DES and have a contract with OJRSA. There are still a lot of things that would have to be figured out, but none of these would be easy to do on our own. It is highly recommended that the City cooperate with OJRSA with this.

9. Discussion regarding the location of the City Christmas Tree and Christmas parade route for Christmas 2025.

With the approval of the bids for the downtown streetscape, the section of Main Street in between Lucky Street and Retreat Street as well as Retreat Street in between Windsor Street and Main Street will be unavailable for the Christmas parade. Additionally, expectations are Retreat Street Park will not be easily accessible and therefore not a good location to place the City Christmas Tree.

Mr. Osbon explained that Chief Miller and Mr. Parris have signed off on the Christmas parade route if council is ok with it. The Christmas tree that is usually at Retreat Street Park would then be located at the church across the street. The church has already agreed to this. Other trees/wreaths would still be accessible at the depot.

Adjourn

Upon a motion by Mr. Dunn and seconded by Mr. Glymph, the ***motion to adjourn the meeting at 7:35 pm*** passed unanimously.

(Minutes submitted by Kiley Carter)

Mayor Brian Ramey

Date

DISCOVER

South Carolina

South Carolina Department of
Parks, Recreation & Tourism

Henry McMaster
Governor

Duane N. Parrish
Director

October 6, 2025

Mr. Kevin Bronson, City Administrator
City of Westminster
100 E. Windsor Street
Westminster, South Carolina 29693

SENT VIA EMAIL

RE: 2025 Undiscovered SC Grant
William Bartram Statue
Grant #2025-038

Dear Mr. Bronson:

The South Carolina Department of Parks, Recreation & Tourism is pleased to inform you that your application for a \$95,000.00 Undiscovered South Carolina grant for the William Bartram Statue project has been approved for funding, pending a site inspection and the execution of a Grant Award Agreement. Debbie Jordan, Grants Coordinator for the Undiscovered South Carolina Grant program, will contact you to set up a meeting to sign your grant award and go over the grant procedures.

Congratulations on your award! As always, it is a pleasure to work with you to enhance the economic benefits of tourism in our state.

Sincerely,

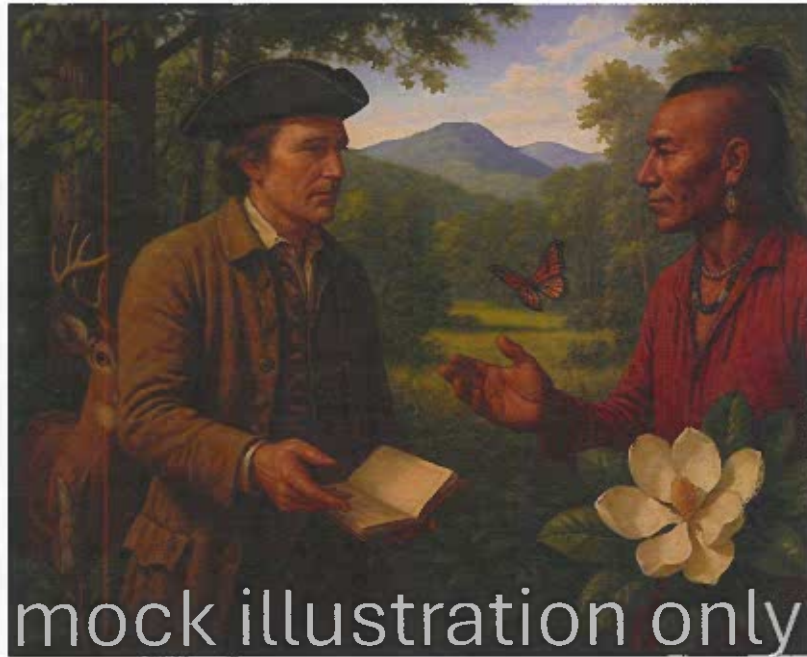


Duane Parrish
Director

cc: The Honorable Thomas C. Alexander, District 1
The Honorable Adam L. Duncan, District 2
The Honorable William R. Whitmire, District 1
Grant File

1205 Pendleton Street • Columbia, SC 29201 • DiscoverSouthCarolina.com





\$190,000 budget

- artist design and development
- sculpture fabrication & materials
- site preparation & installation
- interpretive signage & educational panels
- outreach & launch event
- education programming & workshops
- marketing promotion
- contingency



ORDINANCE NO. 11-18-2025-01

AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES REGARDING THE DISCHARGE OF FIREARMS.

NOW THEREFORE, be it ordained by the City Council of the City of Westminster (the “**City Council**”), the governing body of the City of Westminster, South Carolina (the “**City**”), in a meeting duly assembled as follows:

Section 1 Findings. The City Council makes the following findings of fact in connection with the enactment of this ordinance (this “**Ordinance**”):

(a) The City is a municipal corporation under the laws of the State of South Carolina (the “**State**”) and is authorized pursuant to Section 5-7-30 of the Code of Laws of South Carolina 1976, as amended (the “**SC Code**”) to regulate the discharge of firearms in the City subject to the Constitution and general law of this State, and more specifically, subject to the limitations set forth in Section 23-31-510 of the SC Code.

(b) Pursuant to these authorities and subject to the limitations recited above, the City Council desires to amend Section 130.45 of the City of Westminster Code of Ordinances (the “**City Code**”) regarding the discharge of guns, pistols or other firearms in the City.

(c) The City is further authorized, pursuant to the South Carolina Local Government Comprehensive Planning Enabling Act, Chapter 29 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the “**Act**”) to adopt a zoning ordinance regulating land use within the City and has adopted the Zoning Ordinance of the City of Westminster, South Carolina, codified at Chapter 151 of the City Code (as subsequently amended, the “**Zoning Ordinance**”). At the request of the City Council, the City of Westminster Planning Commission (the “**Planning Commission**”) considered certain amendments to the text of the Zoning Ordinance to allow for hunting as an allowed use within the Rural Residential District and to further consider whether it is appropriate to impose additional conditions on such use.

(d) In compliance with Section 6-29-760 of the Act, following proper public notice, the requested changes to the text of the Zoning Ordinance were brought before the City of Westminster Planning Commission (the “**Planning Commission**”) on August 18, 2025, which conducted a public hearing on the matter where both proponents and opponents of the proposed changes were permitted to speak, and, after due consideration, the Planning Commission recommended that the City Council adopt the proposed changes.

(e) The Planning Commission reviewed the proposed Ordinance and recommended removal of references to the Zoning Ordinance and any association with a zoning district, and further recommended that the Ordinance, as amended, be submitted to City Council for adoption. The City Council wishes to adopt the recommendation of the Planning Commission and approve the changes to the text of City Code set forth herein.

Section 2 Amendments to Section 130.45 of the City Code. By and through the enactment of this Ordinance, Section 130.45 of the City Code is hereby amended to read, in its entirety, as follows:

§ 130.45 - GUNS; DISCHARGING OF SAME.

(a) It shall be unlawful for any person to shoot, fire or discharge any gun, pistol or other firearms within the limits of the city; provided, however, that this shall not apply to acts of necessity.

(b) Nothing in this section shall be construed to apply to the following:

(1) the discharge of firearms by any officer of the law in the performance of his duty;

(2) to prohibit any citizen from discharging a firearm lawfully defending his person when in fear or life or when in fear of having serious bodily harm inflicted upon him, or when lawfully defending the life of another;

(3) the use of blank ammunition at athletic events, military funerals and other functions at which the use of blank ammunition is appropriate;

(4) commercial indoor target ranges which possess a city business license;

(5) the discharge of firearms for the purpose of hunting in accordance with the South Carolina Code of Laws, as amended, and all other applicable state laws and regulations, is permitted on property comprised of at least twenty-five (25) contiguous acres.

(6) a landowner discharging a firearm on the landowner's property to protect the landowner's family, employees, the general public, or the landowner's property from animals that the landowner reasonably believes pose a direct threat or danger to the landowner's property, people on the landowner's property, or the general public. For purposes of this item, the landowner's property must be a parcel of land comprised of at least twenty-five (25) contiguous acres.

(7) No commercial hunting operations or paid access are permitted.

(8) Privately owned and managed firearm ranges must be approved in advance and in writing by the Chief of Police or his designee before operation.

Section 3 Codification. The City Clerk and City staff are hereby authorized and directed to codify the amendments enacted hereby into the City Code and are further authorized and directed to make such changes to the enumeration of the various sections and subsections of

such amendments as may be necessary to effect such codification. The City Code, as previously enacted by various prior actions of the City Council, is hereby amended accordingly.

Section 4 General Repealer. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

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

Section 6 Effective Date. The provisions of this Ordinance shall take effect upon the due enactment of this Ordinance.

DONE AND ENACTED in a meeting duly assembled this ____ day of ____, 2025.

CITY OF WESTMINSTER, SOUTH
CAROLINA

[SEAL]

[ATTEST]

Brian F. Ramey, Mayor

Kiley Carter, Clerk/Treasurer

Planning Commission [August __, 2025]
First Reading [_____, 2025]
Public Hearing [August __, 2025]
Second Reading [_____, 2025]

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #12-09-2025-01

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 B, from Swapnil Chourasia (the “*Property*”); and

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

WHEREAS, The Planning Commission of the City of Westminster considered the annexation on October 20, 2025 and recommended that the City Council act in favor of the annexation; and

WHEREAS, The Planning Commission of the City of Westminster recommends that the property be assigned the zoning designation of R-20, conditional to the annexation of the property, and held a public hearing on the matter on October 20, 2025; 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 # 249-00-03-010 and commonly known as 510 Marcengill Road.

Section 3. Zoning: Pursuant to Section 151.018 (Amended December 10, 2024) of the City’s code of ordinances, the Property shall be classified as R-20 – “One Family Residential.”

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.”

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 9th day of December, 2025.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

First Reading: November 18, 2025
Second Reading: December 9, 2025

EXHIBIT A

510 Marcengill Road



10/17/2025, 9:50:22 AM

- Addresses
- Roads
- Parcels
- Seneca
- West Union
- Buildings_2020
- Land Hooks
- Municipalities
- Walhalla
- Westminster
- Salem



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

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TMS # 249-00-03-010

Oconee County, SC

Parcel Information

Parcel ID 249-00-03-010
Neighborhood 6600100 - Tugaloo Township Westminster FD
Property Address 510 MARCENGILL RD
Legal Description (1.243 AC)
(Note: Not to be used on legal documents.)
Acres 1.24
Class 101 Residential 1 Family
Tax District WESTMINSTER (District 06)
Exemptions Legal Residence

[View Map](#)

Owner

CHOURASIA SWAPNIL
510 MARCENGILL RD
WESTMINSTER, SC 29693

Land

Land Use	Acres	Square Footage	Frontage	Depth
R - Residential	1.24	43,560	0	0

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1712
Interior Walls Finished
Exterior Walls Other
Foundation Crawlspace
Attic Square Feet 0
Basement Square Feet 0
Year Built 1987
Roof Type Asphalt Shingles
Heating Type Cent Ht/AC-Ht Pmp
Number Of Bedrooms 3
Number Of Full Bathrooms 2
Number Of Half Bathrooms 0
Value \$70,060
Condition Fair
House Address 510 MARCENGILL RD

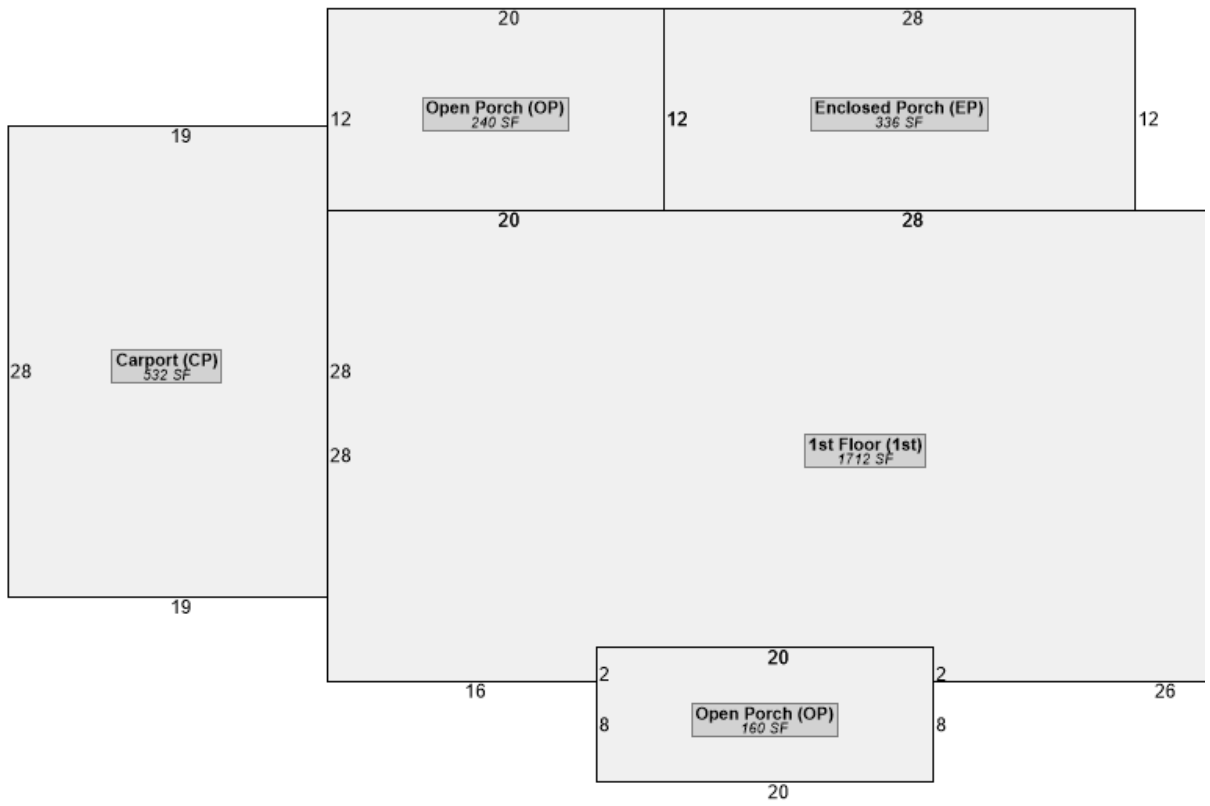
Valuation

Assessed Year	2025
Land Value	\$13,020
Improvement Value	\$70,060
Accessory Value	\$0
Total Value (Market)	\$83,080
Land Value	\$0
Improvement Value	\$70,060
Accessory Value	\$0
Total Value (Capped)	\$70,060

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/9/2025	3207 125	B965 2	\$214,500	0: Valid Arms-length	MARCENGILL LESTER DUANE & LETITIA M	CHOURASIA SWAPNIL
12/31/2024	3166 294	B965 2	\$10	2: Family or business relation	MARCENGILL LESTER DUANE	MARCENGILL L DUANE & LETITIA M
12/27/2024		B965 2	\$0	PLAT REFERENCE ONLY	PLAT REFERENCE ONLY	
10/21/2024	3136 109	A326 4	\$0	2: Family or business relation	MARCENGILL A DEAN	MARCENGILL LESTER DUANE
12/5/2018		2418 265	\$0	PLAT REFERENCE ONLY	PLAT REFERENCE ONLY	
10/16/1997	940 234		\$5	0: Valid Arms-length	MARCENGILL A DEAN & JUANITA H	MARCENGILL A DEAN

Sketches



Recent Sales In Area

Sale date range:

From:

1C

To:


1C

Search Sales by Neighborhood

Distance:

1500

Units:

Fe 

Search Sales by

Generate Owner List by Radius

Distance:

100



Show All Owners

Show Parcel ID on Label

Use Address From:

Owner Property

Skip Labels

0

Select export file format:

Address labels (5160) 

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xls, csv or tab download formats.

Download

No data available for the following modules: Commercial Improvement Information, Mobile Homes, Accessory Information.

Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)

[Last Data Upload: 10/16/2025, 5:11:02 PM](#)

Contact Us

Developed by



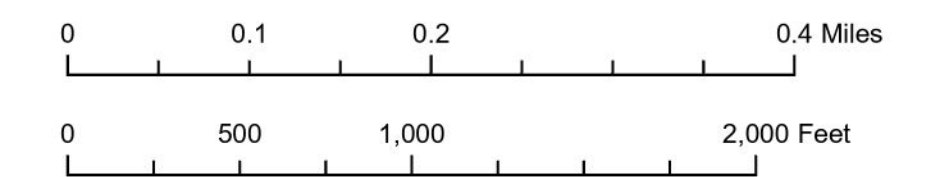
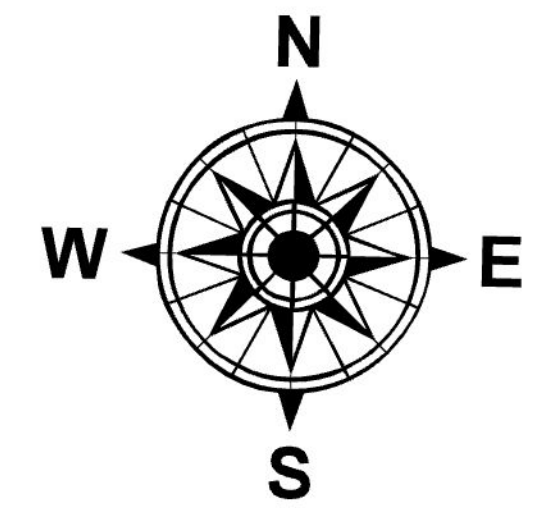
City of Westminster



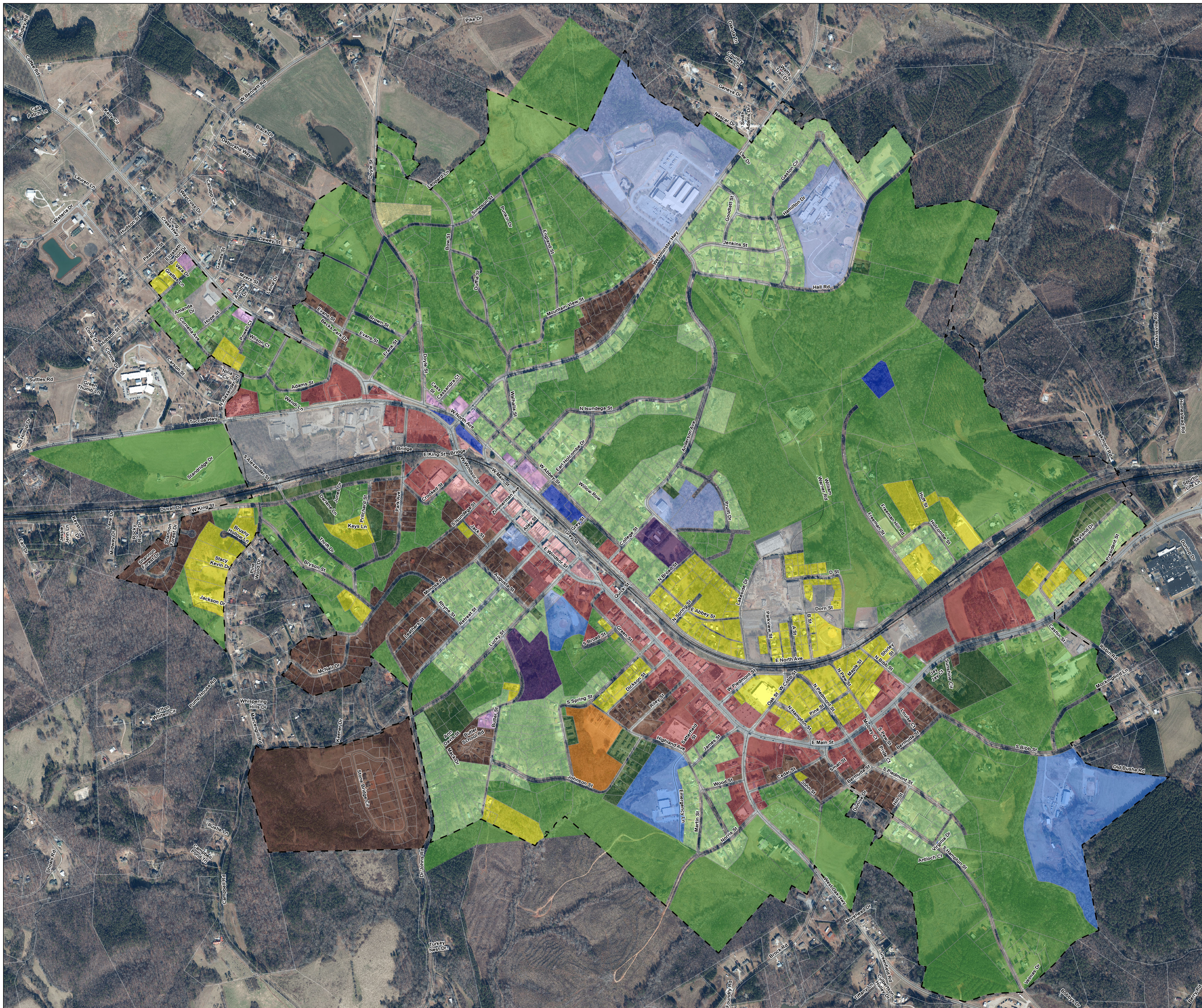
ZONING

 CC	 MFR
 G1	 NC
 G2	 PUD
 G3	 R15
 G1	 R20
 GR	 R25
 HC	 RMF
 LI	

OCSCGIS Orthoimagery: 1Q2023 05 July 2024



This map is property of Oconee County Government. This map (or data product) was created by Oconee County South Carolina Geographic Information Systems Office (OCSCGIS) and is solely intended to be used as a graphical representation. This map (or data product) is not purposed to depict legal boundaries or to identify the lawful owner or current legal status of the subject property. The maps and data distributed by OCSCGIS are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. OCSCGIS makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of the information or data contained in or generated from OCSCGIS. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are in a constant state of maintenance, correction, and revision. The maps and associated data do not represent a survey and are not survey grade.



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

The undersigned, being 100 percent of the freeholders owning 100 percent 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:

510 Marceingill Road Westminster SC 29693

FILED OCOOREE COUNTY, SC
ARINA K. DAVIDSON
REGISTER OF DEEDS
2025 APR -3 PM 1:31

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 249-00-03.010

It is requested that the property be zoned as follows:

X [Signature] X 510 Marceingill Road X 03/31/2015
Signature Address Date

Signature Address Date

Signature Address Date

FOR MUNICIPAL USE:

Petition received by Constance Baty 3-31-15
Date

Description and ownership verified by Constance Baty 3-31-15
Date

Recommendation _____
Date

By _____
Date

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TITLE TO REAL ESTATE
SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **L. DUANE MARCENGILL AND LETITIA M. MARCENGILL**, herein referred to as Grantors, for and in consideration of the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$214,500.00)** to us paid by **SWAPNIL CHOURASIA**, hereinafter referred to as Grantee, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Grantee, **SWAPNIL CHOURASIA**, his heirs, successors and assigns forever.

ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as containing 1.243 acres, more or less, on Plat prepared by Stephen R. Edwards, PLS #19881, dated October 18, 2018 and revised on October 31, 2024 and recorded on December 27, 2024 in Plat Book B965 at Page 2, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

TMS# 249-00-03-010

This being the same property conveyed unto Lester Duane Marcengill by deed of distribution from the Estate of Arthur Dean Marcengill aka A. Dean Marcengill aka Dean Marcengill by deed dated October 17, 2024 and recorded October 21, 2024 in Deed Book 3136 at page 109, thereafter, conveyed unto L. Duane Marcengill and Letitia M. Marcengill from Lester Duane Marcengill by deed dated January 8, 2025 and recorded on January 8, 2025 in Deed Book 3166 at Page 294, records of Oconee County, South Carolina.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

Grantee's Address: 310 Marcengill Road
Westminster SC 29693

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 said Grantee, Swapnil Chourasia, his heirs, successors and assigns forever.

AND GRANTORS, L. Duane Marcengill and Letitia M. Marcengill, do hereby bind Grantors, and Grantors' heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, Swapnil Chourasia, his heirs, successors and assigns, against Grantors and Grantors' heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Westminster
2500 012035

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 11 Day of March 21st, 2025 by

Swapnik Chourasia and the City of Westminster, S.C.

Barcode ID: 2536011 Type: DEE
Recorded: 04/03/2025 at 01:31:00 PM
Fee Amt: \$25.00

WITNESSETH:

Whereas, SWAPNIK CHOURASIA is the owner of that certain tract or parcel of land located in Oconee
(Print Owner(s) Name)

County, South Carolina, more particularly described as Tax Map # 249.00-03-010 and Street

Address 510 Marangill Road 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.

[Signature]
WITNESS FOR CITY
[Signature]
ADDITIONAL WITNESS FOR CITY
[Signature]
WITNESS FOR OWNER
[Signature]
ADDITIONAL WITNESS FOR OWNER

[Signature]
Customer Service Rep
CITY OF WESTMINSTER EMPLOYEE TITLE
[Signature]
CITY OF WESTMINSTER EMPLOYEE SIGNATURE
[Signature] 3/31/2025
OWNER OF PROPERTY SIGNATURE
[Signature]
OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2025 APR -3 PM 1:31

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

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

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

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

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033



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

[Signature]
City Administrator
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 6

[Handwritten 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 510 Marcell Road Westminster SC 29693 having Tax Map Number 249-00-03-010 (as further described herein in 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.





Westminster
SOUTH CAROLINA

Together We Grow

CITY OF WESTMINSTER BID OPENING

SIGN-IN SHEET

Project Title: Westminster Utilities Electric Underground: Ckts 1201, 1202, 1203 UG Project

Date: 11/05/2025

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

Contact: rosbon@westminstersc.org

Name	Company/Firm	Title	Email
Reagan Osbon	Westminster	ACA	rosbon@westminstersc.org
Taylor Pivve	Westminster's	Electric Supervisor	Tpvive@westminstersc.org
Scott Parris	Westminster	Utilities Director	sparris@westminstersc.org
Kevin Fanson	Westminster	Asst. Dir.	_____
Witnessed:			

Verified (Bid Manager): Reagan Osbon

Date: 11/05/2025

**CITY OF WESTMINSTER BID OPENING
TABLUTAION SHEET**

Project Title: Westminster Utilities Electric Underground: Ckts 1201, 1202, 1203 UG Project

Date: 11/05/2025

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

Contact: rosbon@westminstersc.org

Proposer	Received in Order	Base Bid Price	Alternate Bid Price	Alternate Bid #2 (if applicable)
UPA	✓	\$512,300.00	+\$150/ft Rack	

Signature: Reagan Osbon

Date: 11/05/2025

Reagan Osbon

From: Reagan Osbon
Sent: Wednesday, October 29, 2025 11:48 AM
To: Scott Parris
Subject: RE: City of Westminster Undergrounding Project

Thanks, Scott.

From: Scott Parris <sparris@westminstersc.org>
Sent: Wednesday, October 29, 2025 9:43 AM
To: Taylor Price <tprice@westminstersc.org>; Reagan Osbon <rosbon@westminstersc.org>
Subject: Fw: City of Westminster Undergrounding Project

FYI

Scott Parris

Utilities Director

City of Westminster, SC
528 S Bibb St.
Ph : (864)247-2389
E : sparris@westminstersc.org



From: Hughes, William <BHughes@SUIMAIL.com>
Sent: Wednesday, October 29, 2025 8:41:56 AM
To: Scott Parris <sparris@westminstersc.org>
Subject: City of Westminster Undergrounding Project

Good Morning Scott,

Sumter Utilities declines to participate in this event due to crew availability.

Thanks,

Bill

Bill Hughes
Sr. Estimator
151 North Pike West



PIKE ELECTRIC, LLC, P.O. BOX 868, 100 PIKE WAY, MOUNT AIRY, NC 27030 TELEPHONE: (336) 789-2171 FAX: (336) 719-4444

November 5, 2025

Attn: Utilities Director Scott Parris
City of Westminster
P.O. Box 399
Westminster, SC 29693

RE: Ckts 1201, 1202, 1203 UG Project

Bid Due: November 5, 2025 at 2:00 PM

Dear Mr. Parris:

Due to previous commitments, we respectfully decline to submit a proposal for the above referenced project.

We appreciate the invitation to quote this work. Please keep us on your bidders' list for future projects.

Sincerely,

A handwritten signature in black ink that reads "Billy Joe Lowry". The signature is written in a cursive, flowing style.

Billy Joe Lowry
Director of Contracting Management

APPENDIX D: Required Bid Documents

This list is intended to guide bidders, but bidders have the sole responsibility to ensure all required documents are included.

1. **Two (2) bid copies in a single sealed bid package** ✓
2. **Bid Pricing Sheet (Prepared by Bidder)** ✓
3. **Qualifications of the Company and References** ✓
4. **Project Timeline and Substantial Completion** ✓
5. **Acknowledgement I: Overview and Bid Request** ✓
6. **Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information** ✓
7. **Bid Form** ✓
8. **APPENDIX A: Acknowledgement of Addenda (If Applicable)** ✓
9. **APPENDIX C: Bid Bond (Penal Sum Form)** ✓



Bid Pricing Sheet

\$434,000.00 Directional Boring (rock excluded), pipe & wire installation

\$43,300.00 Underground Construction, set PME, pull boxes & terminations

\$35,000.00 Overhead Construction, 3-phase bulk feeder risers

\$512,300.00 Lump Sum All Inclusive Pricing

\$150.00 ***Adder for Directional Boring through Rock***

1. Company Qualifications

Utility Partners of America (UPA) has been a leading provider of large-scale utility projects since 1997. UPA has successfully managed projects on behalf of more than 200 utility customers and has facilitated the completion of more than 20 million installation work orders since its inception. UPA has more than 1,100 full-time service men and women currently serving utilities in nearly 30 service territories located throughout the United States. UPA's operational headquarters is located in Greer, South Carolina. UPA prides itself on excellence in operations, safe work practices, quality control, customer service and schedule management. UPA ensures projects are completed safely, on time, in accordance with the scope of work and in a way that maximizes customer satisfaction.

UPA's overhead and underground line division is comprised of 125 foremen, linemen, operators and groundmen, working with a full fleet of vehicles and equipment, including 30 pickup trucks, 40 line trucks and material handlers, 55 squirt buckets, 10 excavators and trailers, as well as a directional boring rig and wire puller/tensioner. UPA currently performs line construction services for utilities and cooperatives in GA, SC and NC. A project reference list is included with this package as well.

UPA holds Unlimited Classifications for General Contractor, Electrical Contractor, Plumbing Contractor and Mechanical Contractor licenses in North and South Carolina.

2. Experience Record of Crew Supervisors

UPA will assign a Supervisor or Foreman to lead each crew for the project. Approximately 30-60 days prior to the planned start of construction activities, UPA will provide the City with the Foreman name(s) and experience records for review and approval. Minimum qualifications for the Foreman position at UPA include: a strong safety record; successful completion of lineman training program; a Class A Lineman qualification with a minimum of 3-5 years of experience as a journeyman lineman and 1+ years of experience as a crew lead; and possesses a Class A CDL and valid first aid and CPR card.

3. Crew Experience

o General Foreman (Line Crews)

- Must be able to work well with others, and lead others. Requires experience in managing and motivating field teams.
- Ability to supervise and assist in evaluation of subordinate personal.
- Organize and monitor the work of all working foremen for a compliance and timely job completion.
- We prefer 5+ years of distribution line experience in overhead and underground project layout, wire installations and pulling, erection of poles, breakers, regulators, capacitors, sectionalizes, switches, etc.
- OSHA 30 Certified; First Aid and CPR card all required. Must have knowledge of hazard

and safety precautions of the job and safety rules of the American Public Power Association. (APPA).

- Must hold a valid CDL Class A driver license and DOT Medical card.
- Experience in reading and working with blueprints, schematic drawings, and wire diagrams.

o OH Foreman

- This role serves as a working foreman.
- Plans, coordinates, and direct the work of the crew.
- Provides field supervision of crews involved in the installation overhead electrical distribution lines, transformers, meter and metering equipment, etc.
- The Foreman has the responsibility for supervising personnel and overseeing equipment, material, and recordkeeping.
- We prefer 3 - 5 years of experience as a journey lineman.
- Must have a valid Class A CDL driver license and DOT Medical card.
- They are to inspect the work of journey lineman, apprentice, and equipment operators as part of their every-day work tasks.
- They are to enforce and monitor the (APPA) safety standards of their crew.
- The foreman conducts the tailboard meeting with the crew, call in locate for their jobs, keep a track of employee time and leave.
- Communicates with customers and people at the electrical company that they work for.
- Certified in Pole Top and Bucket rescue.
- Must have a First Aid and (CPR) card.

o OH Lineman

- This person is the go-to person for daily task with lineman apprentice and training.
- Must have 5 years lineman experience.
- To perform the duties as construction of overhead power lines, setting poles, installing cross arms, stringing wire, repairing and installing transformers, cut-outs, lighting arrestors, insulators.
- Required to be experienced in working on energized power lines.
- Operates bucket, and line truck.
- Climbs poles.
- Completes all safety practice and training per the (APPA) safety standards.
- Must hold a valid Class A CDL driver license and DOT Medical card.
- Must hold a First Aid and (CPR) card.
- Supervises a crew in the foreman's absence.

o OH Apprentice Lineman

- Must have a minimum of 1-year experience in overhead linework.
- Must be able to climb wood poles.

- Safely operates bucket and line trucks.
 - Current CDL or willingness to obtain one within 150 days.
 - Digs pole and anchors.
 - Assists with the construction and maintenance of overhead distribution power line and equipment.
 - Assists lineman in framing, setting poles and aligning poles.
 - Pulling of down guys, operators handline.
 - Assists with groundwork.
 - Installation of service wire and connections.
 - Learning to string and shag wire.
 - Ties in conductors.
 - Learn to perform pole top and bucket rescue.
 - Willingness to pass a First Aid and CPR course within 30 days.
 - Be willing to develop interest in and knowledge of the trade. Want to learn, cooperate with fellow employees and supervisors and want to become master of the apprentice lineman trade.
- Groundman or Helper
- Must be able to perform physical labor.
 - Capable of receiving and following directions.
 - Able to read/write and communicate effectively.
 - Performs various manual tasks in the construction and maintenance of power line. Overhead or Underground.
 - Demonstrate the ability to comprehend and apply training in job and safety.
 - Be able to assemble materials and tools on the ground.
 - Learn and perform the (DOT) way to flag traffic.
 - Learn and perform the (DOT) way to set the job sites in the road.
 - Maintain the organization of truck and tools.
 - Will obtain a (CDL) permit within 60 days.
 - Willingness to pass a First Aid and CPR class within 30 days.
 - Be willing to develop interest in and knowledge of the trade. Desire to learn, cooperate with fellow employees and supervisors and want to become master of the apprentice lineman trade.

4. Safety & Training

UPA is committed to providing the highest level of safety for its personnel while in the work environment and in every aspect of its business. By combining a formal behavior-based health and safety training program with top notch safety procedures, a formal field audit program, and experienced supervision, UPA creates and maintains a safe work environment.

It is UPA's policy to take all possible steps to ensure the health, safety and welfare of its employees in addition to any third parties who come into contact with its employees. UPA's guiding principles include:

- Each individual is responsible for safety and looking out for one another.
- All accidents are preventable.
- Individually and as a company, UPA and its employees will comply with all health and safety policies.
- If any person is in doubt as to whether a situation is safe or unsafe, they must assume that it is unsafe until further guidance has been given.

Every member of UPA's crews are subject to the following initial security screening procedures: Motor Vehicle Record (MVR) check, nationwide background check, sexual offender background check, and a DOT 10-panel drug test. Crew members participate in extensive qualification training and testing before entering the field. Classroom training will encompass the topics of work safety, avoiding hazards, how to identify abnormal and unsafe operating conditions, defensive driving, PPE policy, equipment and tools review, work order management training, SOW review, and installation techniques.

UPA requires that all employees comply with UPA's PPE policy. Personnel will be notified of all specific job-related safety equipment prior to being deployed to the field. It is a strict legal offense for an employee to abuse or disregard safety equipment. All UPA crew members must wear their assigned PPE as required. Failure to comply will result in termination. All FOMs, Field Supervisors, and Installation Technicians are required to report any individual not in compliance. This policy is in compliance with OSHA 29 CFR 1910. UPA management will perform ongoing inspections of PPE and will replace damaged or missing PPE as needed.

UPA is a Certified Contractor by Avetta and ISNetwork and is a member of the American Public Power Association. In addition to its own Safety Manual, UPA work activities will adhere to the APPA Safety Manual for an Electric Utility 16th Edition.



1881 Suber Mill Rd, Greer, South Carolina 29650

UTILITY LINE DIVISION

WORK REFERENCES

1. GREER CPW - (SOUTH CAROLINA)
(**TONY FARR**) - ELECTRIC SUPERINTENDENT

MOBILE - (864) 449-2511
[E-MAIL - tony.farr@greercpw.com](mailto:tony.farr@greercpw.com)

2. CITY OF ROCK HILL - (SOUTH CAROLINA)
(**DAVID HOPE**) - CONSTRUCTION PROJECT MANAGER

MOBILE - (803) 448-9904
[E-MAIL - david.hope@cityrockhill.com](mailto:david.hope@cityrockhill.com)

3. BROAD RIVER ELECTRIC Co-Op - (SOUTH CAROLINA)
(**JEFF HUMPHRIES**) - V.P. ENGINEERING SERVICE

MOBILE - (864) 219-0285
[E-MAIL - jhumphries@broadriverelectric.com](mailto:jhumphries@broadriverelectric.com)

(**CARY JOHNSON**) - Chief Operating Officer

MOBILE - (864) 415-7507
[E-MAIL - cjohnson@broadriverelectric.com](mailto:cjohnson@broadriverelectric.com)

4. BLUE RIDGE ELECTRIC Co-Op - (SOUTH CAROLINA)
(**BRYAN ROPER**) - MANAGER OF CONTRACT SERVICES

MOBILE - (864) 417-0928
[E-MAIL - bryan.roper@blueridge.coop](mailto:bryan.roper@blueridge.coop)

5. CENTER PHASE ENERGY LLC - (STORM TEAM)-(OKLAHOMA)

(DUSTIN TONEY) - OPERATION MANAGER

MOBILE - (864) 429-1621
[E-MAIL - d.toney@centerphaseenergy.com](mailto:d.toney@centerphaseenergy.com)

6. HABERSHAM EMC - (GEORGIA)

(SCOTT ADAMS) - DIRECTOR of OPERATIONS

MOBILE - (706) 499-3574
[E-MAIL - scott.adams@hemc.coop](mailto:scott.adams@hemc.coop)

7. CITY OF STATESVILLE - (NORTH CAROLINA)

(ROCKY MARTIN) - ENGINEER

MOBILE - (980) 259-0575
[E-MAIL - rocky@pecine.net](mailto:rocky@pecine.net)

8. LITTLE RIVER ELECTRIC CO-OP - (SOUTH CAROLINA)

(STEPHEN BUSBEE) - OPERATION MANAGER

MOBILE - (864) 378-5895
[E-MAIL - sbusbee@lreci.coop](mailto:sbusbee@lreci.coop)



Project Timeline

<u>Date</u>	<u>Project Activity</u>
Dec 2025	Notice To Proceed
Jan 5, 2026	Construction Begins
Mar 29, 2026	Directional Boring Tasks Completed
May 15, 2026	UG and OH Construction Tasks Completed
May 31, 2026	Substantial Completion of Project



Together We Grow

Acknowledgement I: Overview and Bid Request

COMPANY:

UTILITY PARTNERS OF AMERICA, LLC

AUTHORIZED SIGNATURE:

TODD STONE, PRESIDENT

PRINT NAME AND TITLE:

SIGNATURE:

A handwritten signature in blue ink that reads "Todd Stone". The signature is written in a cursive style with a long horizontal stroke at the end of the name.

DATE:

11-4-25



Together We Grow

Acknowledgement II: Instructions to Bidders, Scope of Work Requirements, Additional Information

COMPANY:

UTILITY PARTNERS OF AMERICA, LLC

AUTHORIZED SIGNATURE:

TODD STONE, PRESIDENT

PRINT NAME AND TITLE:

SIGNATURE:

A handwritten signature in blue ink that reads "Todd Stone". The signature is written in a cursive style with a long horizontal stroke at the end.

DATE:

11-4-25

BID FORM**BIDDER** hereby submits this Bid as set forth above:

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 herein.

Bidder:

UTILITY PARTNERS OF AMERICA, LLC

(typed or printed name of organization)

By:

*(individual's signature)*

Name: TODD STONE

(typed or printed)

Title: PRESIDENT

(typed or printed)

Date:

11-4-25

*(typed or printed)**If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

*(individual's signature)*

Name:

Mark Miller

(typed or printed)

Title:

Vice President of Estimating

(typed or printed)

Date:

11/4/25

(typed or printed)

Address for giving notices:

1881 SUBER MILL RD

GREER, SC 29650



Together We Grow

Bid Form (Continued)

Bidder's Contact

Name: TODD STONE

(typed or printed)

Title: PRESIDENT

(typed or printed)

Phone: 864-505-4214

Email: TSTONE@UTILITYPARTNERS.COM

Address: 1881 SUBER MILL RD
GREER, SC 29650

Bidder's Contractor License No. (If Applicable): G116090

LUMP SUM ALL INCLUSIVE PRICING: \$ 512,300.00



(individual's signature)


TODD STONE

(typed or printed)

Bidders must also submit a Bid Sheet as described in Instructions to Bidders Section 1.14

APPENDIX A: Acknowledgement of Addenda

All Addenda (if any) will be posted at www.westminstersc.org/departments/administration/#bids. It shall be the responsibility of prospective bidders to be aware of and meet the requirements of any issued addenda. Bidder should complete the following form acknowledging any addenda issued. Lines may be left blank if the referenced addendum isn't published.

Addendum	Signature	Date	Name (Printed)	Title
Addendum #1		11-4-25	TODD STONE	PRESIDENT
Addendum #2				
Addendum #3				
Addendum #4				
Addendum #5				