



# CITY OF WALHALLA

Main Street to the Mountains

## AGENDA

### City Council Called Meeting

June 27, 2025

12:00 Noon

Walhalla Depot | 211 S. College St. Walhalla, SC

Tim Hall  
Mayor

Josh Holliday  
Mayor Pro-Tem

Jessie Bunning  
Councilmember

Kenny Johns  
Councilmember

Grant Keehn  
Councilmember

Lynn McClain  
Councilmember

Sarai Melendez  
Councilmember

Michael Kozlarek  
City Attorney

Celia Boyd Myers  
City Administrator

**I. Order and Welcome**

Mayor Hall

**II. Call for Moment of Silence**

**III. Pledge of Allegiance**

**IV. Approval of Agenda**

**V. Second, Final Reading and Public Review of Ordinance**

a. Ordinance 2025-06: An Ordinance authorizing the transfer of approximately 37.26 acres of real property with improvements, if any, located at or about 207 Water Works Road, Walhalla, South Carolina, with county TMS #190-00-01-039, #190-00-01-050, #190-00-01-078, and #190-00-01-010, and known as the site of the City's former Water Treatment Plant and surrounding area; and providing for other related matters.

b. Ordinance 2025-07: An Ordinance to enter a lease agreement for property located at the intersection of East Main Street and North Catherine Street in the City of Walhalla, South Carolina. Further described in the records of Oconee County Assessor as parcel numbers 500-16-09-009, consisting of +/- 0.98 acres.

**VI. Action Items**

a. Request to lift hiring freeze for City Clerk

**VII. Executive Session - None**

**VIII. Mayor Comments**

Mayor Hall

**IX. Adjournment**

**AUTHORIZING THE TRANSFER OF APPROXIMATELY 37.26 ACRES OF REAL PROPERTY WITH IMPROVEMENTS, IF ANY, LOCATED AT OR ABOUT 207 WATER WORKS ROAD, WALHALLA, SOUTH CAROLINA), WITH COUNTY TMS #190-00-01-039, #190-00-01-050, #190-00-01-078, AND #190-00-01-010, AND KNOWN AS THE SITE OF THE CITY'S FORMER WATER TREATMENT PLANT AND SURROUNDING AREA; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the City Council ("Council") of the City of Walhalla ("City") finds:

- (a) the City previously acquired real property located at or about 207 Water Works Road, Walhalla, South Carolina, with a preliminary property identification as provided on the attached Exhibit A ("Property");
- (b) South Carolina law, specifically South Carolina Code Annotated section 5-7-40, authorizes municipalities to sell, alienate, convey, and otherwise dispose of real property and personal property to third parties; and
- (c) the City desires to provide for conveyance of Property to McBrandon Properties LLC, and/or its assigns, according to a contract for sale, the executed copy of which is attached as Exhibit B ("PSA").

**NOW, THEREFORE**, by a majority vote of the Council members present, the City **ORDAINS** that the Property be sold;

**BE IT FURTHER ORDAINED** that the Mayor and/or the City Administrator are hereby authorized, empowered and directed to execute, acknowledge, and deliver the PSA in the name of and on behalf of the City, and the City Clerk is hereby authorized and directed to attest the same, and thereupon to cause the PSA to be delivered to the purchaser, and each of the same is hereby ratified; and

**BE IT FURTHER ORDAINED** that the City Administrator, and/or his designee (each, an "Authorized Official"), in consultation with the City Attorney, is authorized to prepare, or have prepared, the form of the transfer documents that are customarily used for similar transactions in this State; (c) authorizes the Authorized Official to provide information to the purchaser as is necessary and prudent to consummate the Property's transfer; and (d) authorizes the Authorized Official, the Mayor, and in the Mayor's absence, the Mayor Pro Tem, and the City Clerk, as appropriate, to execute, attest, and deliver those documents that may be reasonably necessary to consummate the Property's transfer (the execution of those documents by the City's representatives acting as conclusive evidence that the documents are approved by the City).

**BE IT FURTHER ORDAINED** that any ordinance, resolution, or order of City Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

ENACTED BY the City Council on \_\_\_\_\_, and effective immediately.

[S E A L]

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Parcel Nos: 190-00-01-039  
190-00-01-050  
190-00-01-078  
190-00-01-010

Address: 207 Water Works Road, Walhalla, South Carolina

**EXHIBIT B**  
**CONTRACT FOR SALE**



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (LOTS/ACREAGE)

This Form can also be used for a Boat Slip or similar transaction.

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), McBrandon Properties LLC and or Assigns

("Buyer"), and

Seller(s), Town of Walhalla, City of Walhalla

("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

Buyer acknowledgment of SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

Seller acknowledgment of SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

2. PURCHASE PRICE: \$ 500,000.00 Five Hundred Thousand

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD.

Verification of Cash available for Closing is attached not attached to be Delivered before. This Contract is is not contingent upon the sale and closing of Buyer's real property and SCR504 is is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property").

Address 207 Water Works Road Unit #
City Walhalla State of South Carolina
Zip 29691 County of Oconee
Lot Block Section/Phase Subdivision
Other Tax Map SEE BELOW

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

190-00-01-039, 190-00-01-050, 190-00-01-078, 190-00-01-010 TMS numbers to be conveyed

Handwritten signatures and initials for Buyer and Seller.

HAVE READ THIS PAGE

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before May 16, 2025 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): McBrandon Properties and or Assigns

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant Property, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing. Seller will remove all man-made items from the Property unless otherwise agreed upon in writing by the Parties.

5. **EARNEST MONEY:** Total \$ 25,000.00 (USD) Earnest Money is paid as follows: \$ \_\_\_\_\_ accompanies this offer and \$ 25,000.00 will be paid by 6 P.M. on February 21, 2025 (date) and Earnest Money is in the form of  check  cash  other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Bagwell and Corley as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

**THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$350.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.**

6. **TRANSACTION COSTS:**

(A) **TRANSACTION COSTS**

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHAVA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered  Seller's or  Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
  - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
  - b) Private and/or Public Transfer Fees
  - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)
- 4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ NA, which includes non-allowable costs first and then allowable costs (FHAVA). AP (Buyer Initials) CBM (Seller Initials) Seller agrees to allow up to \$ NA of transaction costs referenced above to go towards Buyer Broker Compensation. This concession cannot go solely to pay brokerage compensation if the concession was advertised on the Multiple Listing Service.

AP BUYER [ ] BUYER CBM SELLER [ ] SELLER  
 [ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER

\_\_\_\_\_ (Buyer Initials) \_\_\_\_\_ (Seller Initials) Seller does not allow any of the above reference transaction costs to go towards Buyer Broker Compensation

Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

**HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 29. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.**

**(B) HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)**

**This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options**

- Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 29 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. **FINANCE:** Buyer's obligation under this Contract  is  is not contingent upon obtaining financing of a  30 year or  15 year or  other \_\_\_\_\_ NA purchase money loan at reasonable prevailing market terms with loan(s) equal in amount to a maximum \_\_\_\_\_ NA % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by \_\_\_\_\_ NA (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by \_\_\_\_\_ NA (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If Buyer changes their Lender during the Financing Period, they must notify the seller in writing within \_\_\_\_\_ NA calendar days. Absent written approval by the Seller, Buyer cannot change their lender if the Closing Date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice. Lender (may change): \_\_\_\_\_ NA

FHA  VA  Conventional  Seller  Other \_\_\_\_\_

An FHA VA Financing Addendum  is  is not attached. Additional financing terms  are  are not attached.

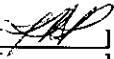
8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

**Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:**

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other \_\_\_\_\_  see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

 BUYER [ \_\_\_\_\_ ] BUYER [ CSM ] SELLER [ \_\_\_\_\_ ] SELLER  
 [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

**9. APPRAISED VALUE:**

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within five Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

**10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

**11. SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

**12. DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on April 24, 2025 (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

**During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

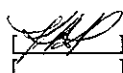
- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

**TERMINATION:** During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 350.00 USD Good Funds.

**DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.**

**13. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for fourteen (14) Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**14. BUILDING PERMIT:** This Contract  is  is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than NA Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from

 BUYER [ ] BUYER [ C3m ] SELLER [ ] SELLER [ ]  
 [ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER [ ]

HAVE READ THIS PAGE

the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. **REZONING:** This Contract  is  is not contingent upon the Property being rezoned to NA

by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than NA Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The  Buyer or  Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. **DEED RESTRICTIONS:** Seller shall provide copy of any deed restrictions [including zoning ordinances, condominium documents (master deed, financial information, etc.)] and a copy of all restrictions and covenants for said property within 15 Calendar Days of the Effective Date.

17. **WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY:** This Contract  is  is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than NA Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ NA, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system:  county  city  private  corporate  community  well  other Walhalla City Water. Seller represents the Property is connected to water disposal system:  septic  sewer  private  corporate  government  other \_\_\_\_\_

18. **SOIL AND WATER TESTS AND WATER ISSUES:** After the Effective Date, the Buyer and Inspectors shall have the right to conduct inspections including the rights to go on the property to conduct soil and water tests, including percolations tests, to ascertain whether the property is suitable for the improvements the Buyer desires. All expenses of such tests shall be paid by  Buyer or  Seller. Buyer shall be responsible for the repair, restoration, and any damages caused by such tests and inspections.

Seller represents that the water supply is described fully here:

City Water

Seller represents that all waste water is disposed of via waste water systems described fully here:

Septic Tank


Seller represents that all isolated wetlands or flood zones touching the property are described fully here:

See County Map - Seller shall make no representations

19. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

20. **SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer

 BUYER [ ] BUYER [ C3m ] SELLER [ ] SELLER [ ]  
BUYER [ ] BUYER [ ] SELLER [ ] SELLER [ ]

HAVE READ THIS PAGE

© 2024 South Carolina Association of REALTORS®. 08/24

FORM 330 PAGE 5

understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

21. **LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

22. **SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

23. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker  may  may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

24. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

25. **ROLLBACK TAXES (CHECK ONE OF THE FOLLOWING OPTIONS):**

The parties agree that the Seller shall pay any rollback taxes at the closing. No later than five calendar days prior to the closing date, Seller shall provide any and all information and documentation required by the appropriate taxing authority to assess the rollback taxes on the Property. The parties agree that County assessment/estimate for rollback taxes collected on the closing statement represents the final amount for rollback taxes to be paid by Seller; after the closing, neither party shall have any further duties or responsibilities to the other party related to rollback taxes.

The parties agree that the Buyer shall pay any rollback taxes whenever the taxes are assessed; Seller has no responsibility for rollback taxes.


The Parties agree to split agree to pay the rollback taxes as follows: \_\_\_\_\_% paid by Buyer and \_\_\_\_\_% paid by Seller

26. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by \_\_\_\_\_ Buyer and paid for by \_\_\_\_\_ Buyer.

All of these reports or certifications shall be completed no later than 90 Calendar Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than two Calendar Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Calendar Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have two Calendar Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.


27. **HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"):** Parties agree that a Home Warranty ordered by NA with at least twelve months of coverage after Closing Date  will  will not be provided by Closing and \$NA will be paid by NA to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: NA

 BUYER [ ] BUYER Cmm SELLER [ ] SELLER [ ] SELLER [ ] SELLER [ ]

HAVE READ THIS PAGE

**In order for Broker to receive compensation under this section they must provide written notice done through an amendment (Form 390) or paragraph 36 to the parties prior to closing. ANY COMPENSATION IN THIS SECTION IS COMING EXCLUSIVELY FROM THE HOME WARRANTY COMPANY AND IS NOT PAID BY ANY PARTY TO THIS CONTRACT OR THEIR BROKER.** NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. **ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.
29. **ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.
30. **DEFAULT/BREACH OF CONTRACT:**
- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
    - (i) Deliver Notice of Default to Seller and terminate Contract and
    - (ii) Pursue any remedies available to Buyer at law or equity and
    - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
  - (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
    - (i) Deliver Notice of Default to Buyer and terminate Contract and
    - (ii) Pursue any remedies available to Seller at law or equity and
    - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
  - (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
  - (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.
31. **MEDIATION:** To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation)). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).
32. **NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.
33. **BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.
34. **BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse compensation to Brokers in accordance with written agreements, as amended, between any Party and a broker or other representative, and

 BUYER [ ] BUYER [ *Com* ] SELLER [ ] SELLER [ ]  
 [ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER [ ]

HAVE READ THIS PAGE

© 2024 South Carolina Association of REALTORS®. 08/24

FORM 330 PAGE 7

document compensation on the settlement statement. If a Party disputes a Broker's compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of the Broker's compensation until the dispute is resolved by a written agreement signed by that Party and the affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Should any Broker receive any compensation from the transaction in this Contract that has not been disclosed to Seller and Buyer in this Contract or a listing agency or compensation agreement disclosed, then prior to Closing, the Broker that expects to receive such compensation must notify Seller and Buyer and receive their written permission for Broker to receive such compensation.

35. **BROKER LIABILITY LIMITATION:** Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

36. **ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: NEGOTIATIONS REGARDING BROKERAGE COMPENSATION BETWEEN PARTIES OR BROKERAGE FIRMS SHOULD NOT BE INCLUDED IN THIS SECTION OR ANY ATTACHED ADDENDA. ANY VOLUNTARY NEGOTIATION FOR BROKERAGE COMPENSATION SHOULD BE DONE IN PARAGRAPH 6 OF THIS CONTRACT AS PART OF THE TOTAL AMOUNT OF BUYER TRANSACTION COST OR IN A SEPARATE COMPENSATION AGREEMENT (SCR FORM 120). THE ONLY APPROPRIATE ITEM REGARDING COMPENSATION IN THIS PARAGRAPH WOULD BE IN ACCORDANCE WITH SECTION 27 AND RELATED TO COMPENSATION PAID TO A BROKER BY A HOME WARRANTY COMPANY.** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): Due diligence - Property shall be sold as is after due diligence period, Powell Real Estate to be paid 5% by seller at the time of closing (see compensation agreement)

---



---



---



---



---



---


37. **NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

38. **Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.**

39. **EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5  AM  PM on

January 24, 2025 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: \_\_\_\_\_

**This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

 BUYER [ ] BUYER [ *C3m* ] SELLER [ ] SELLER [ ]  
 [ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER [ ]

HAVE READ THIS PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief.

If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are  attached or  to be Delivered within \_\_\_\_\_ Calendar Days. Parties shall initial and date all page and changes in this Contract.

BUYER: [Signature] Date: 1-24-25 Time: \_\_\_\_\_  
McBrandon Properties LLC and or Assigns

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

SELLER: Celia Myers Date: 1-23-25 Time: 1:06 pm  
Town of Walhalla

SELLER: Celia Myers Date: 1-23-25 Time: 1:06 pm  
City of Walhalla

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

Cliff Powell / Powell Real Estate clifftop2014@gmail.com

Buyer's Agent/Company Buyer's Agent's Email Address

98545-5725 (864)985-2353

Buyer's Agent License #/LLR Office Code Buyer's Agent Telephone Number

Seller's Agent/Company Seller's Agent's Email Address

Seller's Agent License #/LLR Office Code Seller's Agent Telephone Number

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

[Signature] BUYER [ ] BUYER Csm SELLER [ ] SELLER [ ]  
BUYER [ ] BUYER [ ] SELLER [ ] SELLER [ ]

**City of Walhalla**  
**City Council**  
**Tuesday, January 21, 2025 • 5:30 PM**  
**Council Chambers • City Hall**  
**Walhalla, South Carolina**  
**Minutes**

*In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, the media was duly notified of the date, time, and place of the meeting.*

**Councilmembers Present:** Mayor Tim Hall, Mayor Pro Tem Keith Pace, Josh Holliday, Kenny Johns, Grant Keehn, Sarai Melendez and Josh Thomas

**Councilmembers Absent:** None

**Staff Present:** Celia Myers and Laramie Hinkle

**Call to Order:** Mayor Hall called the meeting to order at 5:30 PM, with a quorum present to conduct the meeting and welcomed all present to the meeting. Mayor Hall reminded all that the meetings are livestreamed through YouTube and recordings available on the City's website.

**Moment of Silence:** Mayor Hall called for a moment of silence.

**Pledge of Allegiance:** Mayor Hall asked for Councilman Johns to lead the Pledge of Allegiance.

**Approval of Agenda:** Mayor Hall called for a motion to approve the agenda. Mr. Pace moved to approve the agenda; Ms. Melendez seconded. The agenda was unanimously approved.

**Approval of Minutes:** Mayor Hall called for a motion to approve the minutes of the December 17, 2024 Council meeting. Mr. Keehn moved to amend the minutes, on page 2 to state "Mr. Keehn stated that Council would need to vote to keep the space, designate it a park and then name it after Mr. Owens"; Mr. Johns seconded. Mr. Holliday moved to approve the minutes as amended; Mr. Johns seconded. The motion passed unanimously.

**Public Comments:** Mrs. Francoise Fussell of Playground Road thanked the City staff for the new trash and recycling receptacles on Main Street.

**Mayoral Proclamations:**

Mayor Hall read Proclamation 2025-01 to recognize February as Black History Month and Proclamation 2025-02 to recognize February as American Heart Month. Mr. Johns moved to approve these proclamations. Mr. Pace seconded. Mr. Keehn questioned whether proclamations required a vote. Mrs. Myers stated that one was not required. Mr. Keehn noted that it was more symbolism than substance. The vote to approve Proclamations 2025-01 and 2025-02 was 6-0 with Mr. Keehn abstaining.

**Administrator's Comments:** Mrs. Myers presented the monthly reports as presented in the packet.

### **Second, Final Reading and Public Review of Ordinances:**

#### **Ordinance 2024-16: An Ordinance to Amend Ordinance 2022-08 Regarding Public Comments**

Mayor Hall opened the public comment section and invited those wishing to speak to approach. Hearing none, the public comment section was closed. Mr. Johns moved to approve Ordinance 2024-16 on second reading; Mr. Thomas seconded. Mr. Holliday noted that he did not see a reason to change from the current five (5) minute per speaker allotment. Mr. Keehn and Mr. Pace both agreed with Mr. Holliday's comments. Mr. Johns noted that the officer in charge could change or extend. Ms. Melendez noted that she was go with the majority, but added there were other avenues for comment. Mr. Thomas explained this language would put the City on par with similar municipalities, but he would be fine either way. Mayor Hall stated that he understood the logic behind the initial request, but that it had not presented a problem in the past and he would not deny a person their right to speak. Mr. Pace then moved to table the Ordinance, allowing the per speaker time to remain at five (5) minutes. Mr. Thomas seconded. Mr. Keehn confirmed that this would keep the time at the current five (5) minutes. The vote to table Ordinance 2024-16 at second reading was approved 7-0.

### **First Reading of Ordinances:**

#### **Ordinance 2025-01: An Ordinance to Amend Ordinance 2024-11, the City of Walhalla FY24-25 Budget Ordinance, as adopted June 18, 2024 to appropriate the funding for a new police station and HTAX transfer to the General Fund; and other matters related thereto.**

Mrs. Myers presented the proposed ordinance which would amend the FY 24-25 budget to include the \$4.25 million appropriation received from the State for the construction of a new police station, increase the projected HTAX revenues by \$60,000 based on funds received and account for the expected expenditures for the increase HTAX revenues. Mr. Pace moved to approve Ordinance 2025-01 at first reading; Ms. Melendez seconded. The motion to approve Ordinance 2025-01 at first reading passed 7-0.

#### **Ordinance 2025-02: An Ordinance authorizing the City of Walhalla, South Carolina to finance and acquire a certain trackhoe and related equipment in an amount not exceeding \$200,000; to execute and deliver all documents necessary to carry out the financing and acquisition; and other related matters.**

Mr. Laramie Hinkle, Utilities Director, noted that the proposed equipment could be used at the ponds at both the current and previous water plants, Cane Creek, Stumphouse Mountain Park and more. He estimated that there was two to three weeks worth of work currently waiting on this equipment. He added that to rent the same piece of machinery for one day was \$1,275 or \$5,000/monthly. Mr. Pace noted that last year, Mr. Parris received a price of \$80,000 to dredge the ponds and the price had increased. He stated that two dredging of the ponds would pay for the equipment and added that the warranty was very good. Mr. Hinkle confirmed the warranty was 5 year, 5,000 hours.

Mr. Johns moved to approve Ordinance 2025-01 at first reading; Mr. Pace seconded. The motion to approve was passed 7-0.

### **Discussion/Action Items:**

#### **2025 Committee Appointments**

Mayor Hall announced the 2025 Committees.

Utilities: Kenny Johns (Chair), Grant Keehn, Sarai Melendez

Public Safety: Grant Keehn (Chair), Kenny Johns, Josh Holiday

Parks, Recreation, and Tourism: Sarai Melendez (Chair), Josh Thomas, Kenny Johns

Public Works: Keith Pace (Chair), Josh Holiday, Grant Keehn

Finance Committee: Josh Holiday (Chair), Keith Pace, Josh Thomas

Planning and Community Development: Josh Thomas (Chair), Sarai Melendez, Keith Pace

General Government: Chair: Mayor; all council members

#### **Election of Mayor Pro Tempore**

Mayor Hall opened the nomination period for 2025 Mayor Pro Tem. Mr. Pace nominated Mr. Holliday for Mayor Pro Tem with Mr. Keehn seconding. Hearing no further nominations, the nomination period was closed. The motion to elect Mr. Holliday as Mayor Pro Tem for 2025 was approved 7-0.

Mr. Pace requested the floor from Mayor Hall for an announcement. Mayor Hall complied. Mr. Pace read a statement announcing his resignation effective January 21<sup>st</sup> at the conclusion of the Council meeting. He noted the recent sale of his home and plan to relocate to be closer to grandchildren. He encouraged and challenged the City to keep the momentum going.

Mr. Thomas then requested the floor from Mayor Hall. Mayor Hall complied. Mr. Thomas read a statement announcing his resignation effective January 21<sup>st</sup> at the conclusion of the Council meeting. He noted he underestimated the time commitment and the impacts to his family and health. He stated he was putting his family first.

Councilmembers thanked both gentlemen for their service and expressed their good wishes.

#### **Executive Session**

Mr. Pace moved to enter executive session in order to discuss a contractual matter for a water customer and a personnel matter. Mr. Holliday seconded. The motion to enter executive session was unanimous. The council entered executive session at 6:28 PM.

Mr. Pace moved to exit executive session; with Ms. Melendez seconding. The motion was unanimous. Council exited the executive session at 7:14 PM. No action was taken during the executive session.

Mr. Pace moved to accept the proposed water rates from the Town of West Union, which are \$4.50/gallon without a base rate for FY25-26 and \$5.00/gal without a base rate for FY26-27; Mr. Holliday seconded. The motion was carried 7-0.

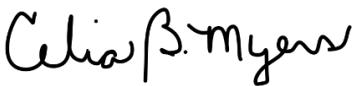
Mr. Pace moved to authorize the City Administrator to enter into negotiations concerning a piece of real property; Mr. Thomas seconded the motion. The motion was carried 7-0.

**Mayor Comments**

Mayor Hall thanked both Mr. Keith Pace and Mr. Josh Thomas for their service to the City.

Hearing no further business, the meeting adjourned at 7:19 PM.

Respectfully Submitted,

A handwritten signature in black ink that reads "Celia B. Myers". The signature is written in a cursive, flowing style.

Celia Myers

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )  
CITY OF WALHALLA )

ORDINANCE 2025-07

## LEASE AGREEMENT

This lease agreement entered into on \_\_\_\_\_, 2025, between the City of Walhalla, South Carolina referred to as lessee, and MDS Enterprises LLC, of Walhalla, South Carolina, County of Oconee, referred to as lessor.

### RECITALS

The parties recite and declare:

- A. Lessor is the sole owner of the premises described below.
- B. Lessee desires to lease the entire premises at the corner of E Main and N Catherine from lessor.
- C. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

### SECTION ONE DESCRIPTION OF PREMISES

- A. Lessor leases to Lessee premises described as follows:

The property located at the intersection of East Main Street and North Catherine Street in the City of Walhalla, South Carolina. Further described in the records of Oconee County Assessor as parcel numbers 500-16-09-009, consisting of +/- 0.98 acres.

- B. The demised premises shall be used for the purpose of maintaining a City greenspace and hosting City Events. The demised premises are located on commercial property presently zoned for the same. This includes the purpose for which lessee desires the premises.

C. Lessor will provide Lessee with copies of any documents that may affect the rights of lessee in and under this lease agreement.

## **SECTION TWO TERM OF LEASE**

A. This lease agreement shall last for one (1) year, to commence on July 1, 2025, and terminate on June 30, 2026, unless lessee has exercised the option to renew under provisions set forth in this lease agreement.

B. Lessee shall surrender the premises to lessor immediately on termination of the lease.

## **SECTION THREE DELIVERY OF POSSESSION**

If, for any reason, lessor sells such demised premises, this lease agreement shall be void. Lessor shall not be liable to lessee for any loss or damage resulting from the lease being terminated.

## **SECTION FOUR RENTAL**

A. The Lessee shall be responsible for and pay all utilities on the demised premises. The Lessee shall maintain liability insurance coverage in the amount, with the Lessor being named as an insured under the City's liability insurance policy. The Lessee shall be responsible for all maintenance and/or repairs, grass cutting and trash pickup.

B. On lessee's failure to abide by section A of lease agreement, lessor shall have the right to terminate this lease agreement, and the lease agreement will thereupon be forfeited.

C. The Lessor shall lease the property "as is"

D. The Lessee shall pay to Lessor, in a timely manner, in advance, the sum total of property taxes paid to Oconee County, and the City of Walhalla, on the parcels described in the records of Oconee County Assessor as 500-16-09-009. Rental amount will be computed using previous years paid property tax receipt. Lessee will pay to Lessor, with thirty (30) days after receipt of statement from Lessor showing total of such costs paid by Lessor.

An example:

2024 tax notice 500-16-09-009

\$288.96

**SECTION FIVE  
RESTRICTIONS ON USE**

Lessee shall not use or permit the demised premises, or any part of the demised premises, to be used for any purposes other than those set forth in this lease agreement. Lessee shall neither permit on the demised premises any act, sale or storage that may be prohibited under standard forms of liability insurance policies, nor use the premises for any such purpose. Lessee shall comply with all State and governmental regulations.

**SECTION SIX  
ABANDONING PREMISES OR PERSONAL PROPERTY**

Lessee shall not vacate or abandon the demised premises at any time during the term of this lease agreement except upon notification of the lessor with thirty 30 days' notification.

**SECTION SEVEN  
TAXES**

Lessor shall pay any and all property taxes levied on subject properties by the City of Walhalla and Oconee County in a timely manner so as not to become delinquent.

**SECTION EIGHT  
ALTERATIONS AND MODIFICATION; REPAIRS**

- A. Lessee has inspected the demised premises, and consents to enter into the lease agreement "as is" condition.
- B. Lessee shall take good care of the demised premises.
- C. All alterations, improvements, and changes that lessee may desire shall be done at the expense of lessee and shall become the property of lessor and remain on the demised premises, except that at the option of lessor; lessee shall, at its expense, remove from the demised premises all improvements when surrendering the demised premises.
- D. All damage or injury done to the demised premises by lessee or any person who may be in or on the demised premises with the consent of lessee shall be paid for by lessee.
- E. Lessee shall, at the termination of this lease agreement, surrender the demised premises to lessor in as good condition and repair as reasonable and proper use of the premises will permit.

**SECTION NINE  
LIABILITY OF LESSOR**

- A. Lessee waives all claims against lessor for damages to goods or for injuries to persons on or about the demised premises from any cause arising at any time.
- B. Lessee will indemnify lessor on account of any damage-or injury to any person, or to the goods of any person, arising from the use of the demised premises by lessee, or arising from the failure of lessee to keep the demised premises in good condition as provided in this lease agreement.
- C. Lessor shall not be liable to lessee for any damage by or from any act or negligence of any other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.
- D. Lessee agrees to pay for all damages caused by the misuse or neglect of the demised premises by lessee.

**SECTION TEN  
ASSIGNMENT AND SUBLEASE**

- A. Lessee shall not assign any rights or duties under this lease agreement nor sublet the demised premises or any part of the demised premises, nor allow any other person to occupy or use the demised premises without the prior, express, and written consent of lessor.

**SECTION ELEVEN  
BREACH OR DEFAULT**

Lessee shall have breached this lease agreement and shall be considered in default under this lease agreement if lessee fails to perform or comply with any of the covenants or conditions of this lease agreement and such failure continues for a period of thirty (30) days after receipt of notice thereof from lessor.

## **SECTION TWELVE EFFECT OF BREACH**

In the event of a breach of this lease agreement as set forth in Section Fifteen, the rights of lessor shall be as follows:

A. Lessor shall have the right to cancel and terminate this lease agreement, as well as all of the right, title, and interest of lessee under this lease agreement, by giving to lessee not less than six (6) months' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease agreement and the right, title, and interest of lessee under this lease agreement shall terminate in the same manner and with the same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the lease term.

## **SECTION THIRTEEN OPTION TO RENEW**

Lessee shall have the option to renew this lease agreement for an identical term as provided in the lease agreement for each renewal. Written notice of intention to renew must be furnished to lessor thirty (30) days' prior to expiration of this lease agreement or any renewal of it. The rental shall be subject to renegotiation at the time of any renewal, but all other terms and conditions shall remain as provided in this lease agreement.

## **SECTION FOURTEEN UNLAWFUL DETAINER AND ATTORNEY FEES**

In case suit shall be brought for an unlawful detainer of the demised premises, lessee shall pay to lessor a reasonable attorney fee that shall be fixed by the court. Any such attorney fee shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of the action by lessor.

## **SECTION FIFTEEN GOVERNING LAW**

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

**SECTION SIXTEEN**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

**SECTION SEVENTEEN  
MODIFICATION OF AGREEMENT**

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**In witness whereof**, each party to this lease agreement has caused it to be executed in Council duly assembled on the date indicated below.

CITY OF WALHALLA, Lessee

WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MDS ENTERPRISES, LLC, Lessor

BY: \_\_\_\_\_

\_\_\_\_\_