



CITY OF WALHALLA

Main Street to the Mountains

AGENDA

WALHALLA CITY COUNCIL MEETING

November 19, 2024

5:30 PM

City Hall | 206 N Church St, Walhalla, SC

Tim Hall
Mayor

Keith Pace
Mayor Pro-Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Josh Thomas
Councilman

Josh Holliday
Councilman

Kenny Johns
Councilman

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

I. **Call to Order and Welcome**

Mayor Hall

II. **Moment of Silence**

III. **Pledge of Allegiance**

IV. **Approval of Agenda**

V. **Approval of Minutes:**

A. Regular Council Meeting, October 15, 2024

VI. **Public Comment** (*Public Comment is limited to 5 minutes and must be directed to Council, per City Ordinance 2022-8*)

VII. **Mayoral Proclamations:**

A. World Pancreatic Cancer Day: Proclaiming November 21st as World Pancreatic Cancer Day

VIII. **First and Final Reading of Resolutions:**

- A. Resolution 2024-11: A Resolution to Appoint Laramie Hinkle to OJRSA Board
- B. Resolution 2024-12: A Resolution to Recognize Austin Chastain as the Firefighter of the Year
- C. Resolution 2024-13: A Resolution to Recognize Sergeant Hunter McCall as officer of the Year

IX. **Administrator's Report**

A. Monthly Reports

X. **Second, Final Reading and Public Review of Ordinances:**

A. Ordinance 2024-15: An Ordinance to amend Ordinance #2021-16, the City of Walhalla Mobile Food Vendor Ordinance, as adopted August 17, 2021, by amending Section 204-6 Operating Requirements; and other matters related thereto.



CITY OF WALHALLA

Main Street to the Mountains

XI. **First Reading of Ordinances:** None

XII. **Discussion and/or Action Items** *(to include Vote and/or Action on matters brought up for discussion, if required)*

- A. Walhalla Economic Advisory Committee
- B. Bailey Bill, MCIP, Existing Economic Incentives
- C. Mutual Aid Agreement with Westminster
- D. Mutual Aid Agreement with West Union

Tim Hall
Mayor

Keith Pace
Mayor Pro-Tem

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Josh Thomas
Councilman

Josh Holliday
Councilman

Kenny Johns
Councilman

XIII. **Executive Session** *(to include Vote and/or Action on matters discussed, if required):*

- A. Contractual Matter: Water Customer
- B. Legal Matter: Pending Litigation

XIV. **Mayor Comments**

Mayor Hall

XV. **Adjournment**

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

**City of Walhalla
City Council
Tuesday, October 15, 2024 • 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, Grant Keehn, Sarai Melendez, Josh Thomas, Kenny Johns, and Josh Holliday

Councilmembers Absent: Mayor Pro Tem Keith Pace

Staff Present: Celia Myers, Kaylee Osbon, Chief Tim Rice, Chief Terry Sanford

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. He welcomed Councilman Johns back and thanked everyone who worked hard after the hurricane.

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

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

Approval of Agenda: Mayor Hall called for a motion to approve the agenda. The agenda was unanimously approved.

Approval of Minutes: Mayor Hall called for a motion to approve the Regular Council Meeting June 18, 2024, and Committee/Council Meeting October 1, 2024; it was passed unanimously.

Public Comments: None

Mayoral Proclamations

Mayor Hall read the following proclamations:

Fire Prevention Month: Proclaiming October as Fire Prevention Month, Native American Heritage Month: Proclaiming November as Native American Month, and DECA Month: Proclaiming November as Distributive Education Clubs of America (DECA) Month. Mr. Johns made a motion to pass all three proclamations; Mr. Holliday seconded. The proclamations passed 6-0.

Resolution 2024-09: A resolution honoring Brandon Sanchez

Mayor Hall read the resolution and congratulated Brandon for his contribution to the Hispanic Heritage Festival. Ms. Melendez also thanked Brandon and acknowledged his parents for their work with Brandon. Mr. Johns made a motion to accept Resolution 2024-09; Ms. Melendez seconded. The resolution passed 6-0.

Resolution 2024-10: A resolution honoring Oconee Food Council

Mayor Hall read the resolution and thanked the Oconee Food Council for their dedication and hard work after Hurricane Helene. He also thanked Ms. Melendez for helping out with this as well. Mr. Thomas made a motion to pass Resolution 2024-10; Ms. Melendez seconded. The resolution passed 6-0.

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

Second, Final Reading and Public Review of Ordinance 2024-14

Mayor Hall opened up Ordinance 2024-14: An ordinance authorizing the City of Walhalla, South Carolina to finance and acquire a certain pumper truck and related equipment in an amount not exceeding \$700,000; to execute and deliver all documents necessary to carry out the financing and acquisition; and other related matters for public comments. Hearing none Mayor Hall closed public comments. Mr. Johns made a motion to pass Ordinance 2024-14; Mr. Keehn seconded. Ordinance 2024-14 passed 6-0.

First Reading of Ordinance 2024-15

Mr. Keehn moved to accept Ordinance 2024-15 An Ordinance to amend Ordinance #2021-16, the City of Walhalla Mobile Food Vendor Ordinance, as adopted August 17, 2021, by amending Section 204-6 Operating Requirements; and other matters related thereto; Mr. Holliday seconded. Mayor Hall stated that emergency services have no problem with extending the food truck lot hours. Ms. Melendez explained that this was brought to the council because there were food truck owners who wished to stay open later. Ordinance 2024-15 passed to the second reading unanimously.

November 5th Committee Meeting

Mrs. Myers asked that the Committee Meeting on November 5th be canceled because it falls on Election Day and the office will be closed. Mayor Hall asked if there needed to be meetings if they could still meet? Mrs. Myers explained yes that any chair of a committee can call a meeting at any point. Mr. Johns stated that if there is an emergency a meeting can be called. Mr. Keehn and Mr. Holliday both stated they are okay with cancelling the meeting. Mr. Thomas made a motion to cancel the November 5th Committee Meeting; Ms. Melendez seconded. The motion passed 6-0.

Waived late fees in October to help those dealing with impacts from Helene

Mrs. Myers stated that the staff would like to propose that late fees and disconnection for the month of October be waived because of the aftermath of Hurricane Helene. Mr. Holliday, Mr. Keehn, Mr. Thomas, Mr. Johns, and Ms. Melendez stated they were all good with it. Mayor Hall stated that this was a tremendous idea. Mr. Holliday made a motion to waive late fees and disconnection for the month of October; Mr. Thomas seconded. The motion passed 6-0.

Executive Session

Mr. Johns moved to enter executive session in order to discuss a real estate matter regarding city owned property and a contractual matter for a water customer. Mr. Holliday seconded. The motion to enter executive session was unanimous. The council entered executive session at 6:24 PM.

Mr. Holliday moved to exit executive session; with Mr. Thomas seconding. The motion was unanimous. Council exited executive session at 7:46 PM. No action was taken during executive session.

Mr. Holliday moved to direct the City Administrator to draft a letter to the Town of West Union to enter renegotiations for the water contract with the stipulation that negotiations must be complete by January 31, 2025. Ms. Melendez seconded. The motion to enter negotiations with the Town of West Union for a renewed water contract was unanimous.

Mayor Comments

None were provided.

Hearing no further business, the meeting adjourned at 7:49 PM with motion from Mr. Johns and second from Mr. Thomas.

Respectfully Submitted,

Kaylee Osbon, MBA

**A PROCLAMATION
TO RECOGNIZE NOVEMBER 21st AS WORLD PANCREATIC CANCER DAY**

WHEREAS, in 2024, an estimated 66,400 people will be diagnosed with pancreatic cancer in the United States and 51,750 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 91 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 920 deaths will occur in South Carolina in 2024; and

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

WHEREAS, there were an estimated 510,992 new pancreatic cancer cases diagnosed worldwide in 2022; and

WHEREAS, the good health and well-being of the residents of Walhalla 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, I, Tim Hall, Mayor of the City of Walhalla, South Carolina, do hereby proclaim the day November 21 as World Pancreatic Cancer Day in the City of Walhalla.

Mayor Tim Hall
City of Walhalla

**CITY OF WALHALLA
RESOLUTION APPOINTING COMMISSIONER TO
OCONEE JOINT REGIONAL SEWER AUTHORITY**

THE MAYOR AND CITY COUNCIL OF THE CITY OF WALHALLA, duly assembled on the 19th day of November 2024, a quorum being present, appoint:

Laramie Hinkle
Seat 6

As Commissioner to the Oconee Joint Regional Sewer Authority pursuant to Section 6-2-60(A), Chapter 25 of Title 6, South Carolina Law, as amended by Act 59, South Carolina Acts and Joint Resolutions, effective June 7, 2007.

Attest:

Ashley Jones
City Clerk

Tim Hall, Mayor
City of Walhalla, South Carolina

OATH OF OFFICE

As required by §6-25-60(A), Laramie Hinkle, duly appointed as Commissioner, Seat 6, by the City of Walhalla, personally appeared before me and subscribed the following Oath of Office.

I, Laramie Hinkle, will faithfully and impartially, execute the duties of the office of Commissioner, Seat 5, of the Oconee Joint Regional Sewer Authority in accordance with the governing law, (Chapter 25, Title 6, South Carolina Law, as amended by Act 59, South Carolina Acts and Joint Resolutions, effective June 6, 2007) and in accordance with the Constitution and Laws of South Carolina and the Constitution and Laws of the United States of America, so help me God.

Laramie Hinkle

Sworn to before me this ____ day of _____, 20____, at the Oconee Joint Regional Sewer Authority, 623 Return Church Road, Seneca, South Carolina.

Larry C. Brandt, Esq., General Counsel
Oconee Joint Regional Sewer Authority
S.C. Notary Public Expiration 4/3/2025

State of South Carolina)
County of Oconee)
City of Walhalla)

RESOLUTION 2024-12

A RESOLUTION TO HONOR AUSTIN CHATAIN AS FIREFIGHTER OF THE YEAR

WHEREAS, it is fitting that the members of this City Council pause to pay tribute to those exemplary fire fighters who bravely serve their communities; and

WHEREAS, Firefighter Austin Chastain is one such remarkable person, who was recently named “Firefighter of the Year”; and

WHEREAS, Austin joined the Walhalla Fire Department in 2023 and is assigned to A Shift; and

WHEREAS, Austin is a dedicated and reliable firefighter for Walhalla citizens, visitors, business owners and his fellow firefighters who is always willing to lend a helping hand; and

WHEREAS, this prestigious honor was given to Firefighter Austin Chastain for his hard work, dedication and willingness to do whatever is needed for the betterment of the department; and

NOW, THEREFORE, Walhalla City Council resolves commend and congratulate Firefighter Austin Chastain on being named “Firefighter of the Year”.

BE IT FURTHER RESOLVED, Walhalla City Council wishes Firefighter Austin Chastain a long and successful career.

AND IT IS SO RESOLVED this 19th day November 2024.

Mayor Tim Hall

Attest:

Celia Myers, City Administrator

State of South Carolina)
County of Oconee)
City of Walhalla)

RESOLUTION 2024-13

A RESOLUTION TO HONOR HUNTER MCCALL AS POLICE OFFICER OF THE YEAR

WHEREAS, it is fitting that the members of this City Council pause to pay tribute to those exemplary police officers who bravely serve their communities; and

WHEREAS, Sergeant Hunter McCall is one such remarkable person, who was recently named “Officer of the Year”; and

WHEREAS, Sergeant McCall joined the Walhalla Police Department in 2021, having previously served in the Oconee County Sheriff’s Office; and

WHEREAS, Sergeant McCall has courageously served his community with enthusiasm while leading the Bravo and Delta Patrol Shifts; and

WHEREAS, Sergeant McCall is a dedicated and reliable police officer for Walhalla citizens, visitors, business owners and his fellow officers who is always willing to step up for any task or assignment regardless of the timing or effort required; and

WHEREAS, Sergeant McCall understands the value of providing professional services to the citizens he serves and maintains a proactive, community-oriented approach looking out for his community’s best interest; and

WHEREAS, this prestigious honor was given to Sergeant McCall for his hard work, dedication and willingness to do whatever is needed for the betterment of the department; and

NOW, THEREFORE, Walhalla City Council resolves commend and congratulate Sergeant Hunter McCall on being named “Officer of the Year”.

BE IT FURTHER RESOLVED, Walhalla City Council wishes Sergeant McCall a long and successful career.

AND IT IS SO RESOLVED this 19th day November 2024.

Mayor Tim Hall

Attest:

Celia Myers, City Administrator



CITY OF WALHALLA

Main Street to the Mountains

TO: Mayor Hall and City Council

RE: October Monthly Report

DATE: November 15, 2024

Tim Hall
Mayor

Please find enclosed an update on the City's recent activities for the month October 2024, along with departmental monthly reports.

Keith Pace
Mayor Pro Tem

Josh Holliday
Councilman

Kenny Johns
Councilman

Grant Keehn
Councilman

Sarai Melendez
Councilwoman

Josh Thomas
Councilman

Michael Kozlarek
City Attorney

Celia Boyd Myers
City Administrator

Administration

HR/Personnel

Mr. Laramie Hinkle began as Public Utilities Director on October 14th.

Ms. Olivia Vassey began as PRT Director on October 21st.

Economic Development

Met with two prospective businesses (walk-throughs). Initial conversations with another three. La Plaza Supermarket and Sunni Ann's Vintage Market opened in October.

My Cuppa Tea and Freehouse Brewery are expected to open in November.

Prepared prospect packages for potential businesses.

Infrastructure Projects

Contract documents for SCIP funded Sewer Rehab Project are signed and a preconstruction meeting was held. Work will begin on or before December 2nd and is expected to be complete by August 2025.

Summit is nearly complete with the SCIP Rocky Knoll Project bid documents and should be sent for review mid-October.

Fence has been installed at the Ross Mountain entrance of Stumphouse Mountain Park. Internal signs have been installed within the park. Culvert and parking lot work continues after Hurricane Helene.

Qualifications from seven firms for the Community Center Design-Build were submitted November 15th. Once the team has vetted the submissions, recommendations will be sent to the PRT Committee.

The appropriation for the new Police Station was received.

Meetings

Oconee Joint Regional Sewer Authority (OJRSA) Board met October 7th and November 4th.

OJRSA Finance and Administration Committee met October 22nd.

OJRSA Feasibility Committee will meet December 2nd.

Oconee Economic Alliance (OEA) Board of Directors met November 15th.

OEA site representatives met October 8th.

Clemson University PRTM Student Presentations on October 24th.

Tree and Beautification Committee met October 22nd and November 4th.

Board of Zoning Appeals (BZA) met October 16th.

Planning Commission met October 14th.

Various other meetings with Clemson University, Chamber of Commerce, FEMA representatives, consultants, civic organizations, business owners, staff, etc.

Community Engagement/Events

Oconee Chamber of Commerce events.

Oktoberfest was held October 18-20th.

Walhalloween was held on October 26th.

Boo in the Bay was held on October 31st.

Merchant's Market was held on November 2nd.

15U Soccer Tournament held at Memorial Field.

Christmas Tree Lighting December 6th

Christmas Parade December 7th (Registration is still open.)

Miscellaneous Highlights

Water tank cleaning and maintenance, flushing program for distribution lines.

Water Line Inventory Survey (link online) continuing.

New trash and recycle receptacles have been ordered for downtown area and are expected any day.

The suspension bridge at Sertoma Park and Fields has been closed due to structural concerns. We are evaluating options.

The lights at the pickleball courts (City Park) have been repaired and now on a timer for evening play.

The Police Department received a +/- \$30,000 grant for body armor.

The administrative offices have moved to 105 W South Broad St (Earle House).

Beginning work for FY25-26 budget with Capital Improvement and Maintenance (CIP/CMP) requests.

Staff Christmas Luncheon will be December 13th.



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Police Report- October 2024

October Events and Completed Training

- Gravel Race- Postponed until 2025
- Walhalloween
- Boo in the Bay
- Oconee Night Out at the Farm Center
- Oktoberfest

TOTAL CALLS FOR SERVICE	1019
TRAINING HOURS	78 HOURS (K9 ? hrs)
Total Arrests	21 (Adult) 0 (Juvenile)
Extra Patrol / Business Checks	444

BREAKDOWN OF OVERTIME BY TYPE:

Shift Coverage	11
Court	4
Storm Clean Up	10
TOTAL OVERTIME	25 HOURS (previous month –85 hours)

Upcoming Events and Training and News:

SSgt Zach McCall will be attending S.W.O.R.D. firearms training

Sgt Hunter McCall will be attending Principles of Supervision training

Annual Firearms training hosted by Toccoa, GA Police Department

Merchant Market

Work for finish RFQ/RFP for new police department design and build.



Walhalla Police Department
101 E. Main St.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Reference Material

October 2024 – Month End Stats

<u>Total Calls for Service:</u>	1019
<u>Total Traffic Stops:</u>	200
<u>Total Traffic Collisions:</u>	16

Reports Filed:

Collision Reports:	12
Pursuit After-Action:	0
Incident Reports:	41
Response to Resistance:	0
TOTAL:	53

Citations/Warnings Issued:

Warnings:	155
Traffic Related:	22
Non-Traffic Related:	5
TOTAL:	182

Arrests:

Adults:	21
Juvenile Referrals:	0
TOTAL:	21

<u>Extra Patrols:</u>	TOTAL:	444
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Stumphouse Mountain Park
100 Stumphouse Tunnel Rd.
Walhalla, SC 29691

Chief of Police Timothy J. Rice

Monthly Stumphouse Mountain Park Report- October 2024

Updates:

- Split Rail fence at Ross Mountain has been completed. Gate is in progress, additional materials required due to large span across entrance.
- Asphalt work to repair and patch potholes and broken asphalt has been finished.
- New high-visibility signs have been installed near the fee areas, which should improve compliance.
- New hours of operation signs have been installed at both Stumphouse #1 and Stumphouse #2 entrances.
- The new entrance sign (4-foot x 8-foot) for Stumphouse #1 has a general design and we are waiting for the final design to be presented to committee for review. This should be ready for the committee in December.
- Main access road to falls and parking. Hurricane Helene caused severe damage to the roadway entering the two gravel parking lots. The pipe under the road was found to be partially blocked. A new 40-foot section of pipe was installed, and the creek was cleaned out with rip rap rock placed along the creek banks for improved drainage and appearance. The entire area at this access point has been regraded, widened to over 2x the original width and new asphalt has been added.
- Site selection and review and plan has been finished for installation of manned pay station/gate. The larger collection box specifications have been submitted for a build quote. When these boxes arrive, the old small boxes will be relocated to Stumphouse #2.
- Most of the storm damaged trees have been removed. Some debris remains on the roadsides and near the Stumphouse #1 entrance (Main entrance on Hwy 28).
- All bike/hike trails and roads are clear and open. 95 hours of volunteer work for October. Thanks to our volunteer group for the hard work last month.



Stumphouse Mountain Park
100 Stumphouse Tunnel Rd.
Walhalla, SC 29691

Chief of Police Timothy J. Rice





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Stumphouse Mountain Park
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Walhalla, SC 29691

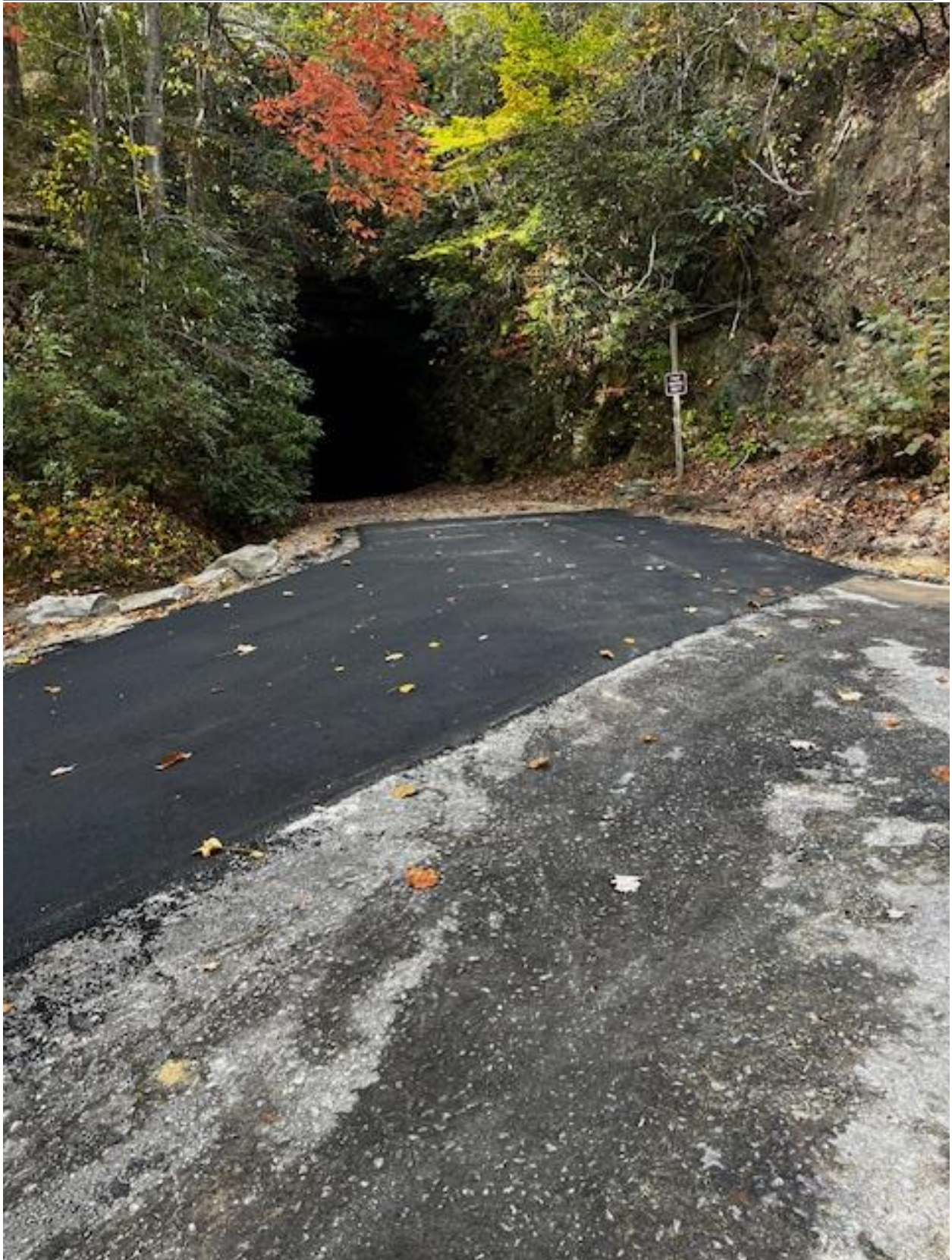
Chief of Police Timothy J. Rice





Stumphouse Mountain Park
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Walhalla, SC 29691

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City of Walhalla Sanitation Department

Public Works Division

Sanitation Department Monthly Report

October 2024

Collection Data

Residential Garbage – 294 Tons

Commercial Garbage – 126 Tons

Recyclable Brush/Storm Debris – 815 Loads (2,106 yards)

C&D Waste – 8 Ton

Activities

During the month of September, our department continued picking up brush, leaves, trash, C&D waste, tires and mattresses. Continued mosquito spraying. Prepared and began clean up of debris, brush and trees from Hurricane Helene. Assisted in the set up and break down of Oktoberfest.



City of Walhalla Streets & Facilities Department

Public Works Division

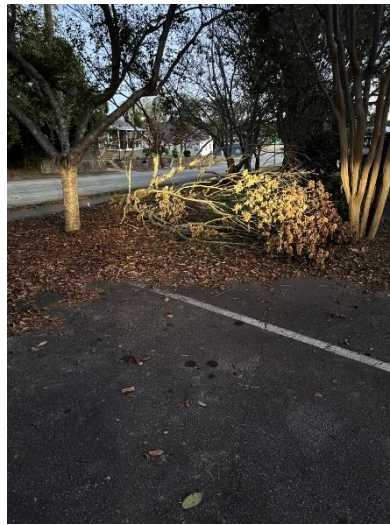
Streets & Facilities Department Monthly Report

October 2024

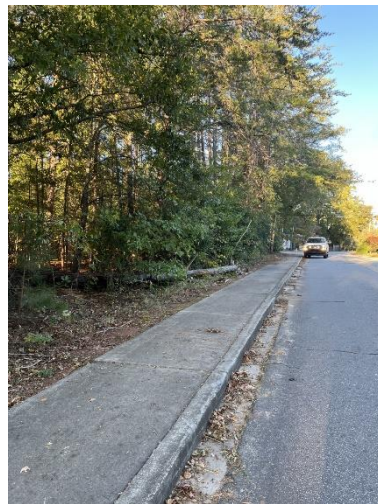
Activities

Assisted multiple departments on various projects, including the Water Plant and PRT Departments. Tree maintenance, including removal, was conducted along with debris removal from Hurricane Helene. Work continues on landscaping along Main Street and City owned properties.

Tree Removal from Hurricane



Tree Removal from Walnut Street





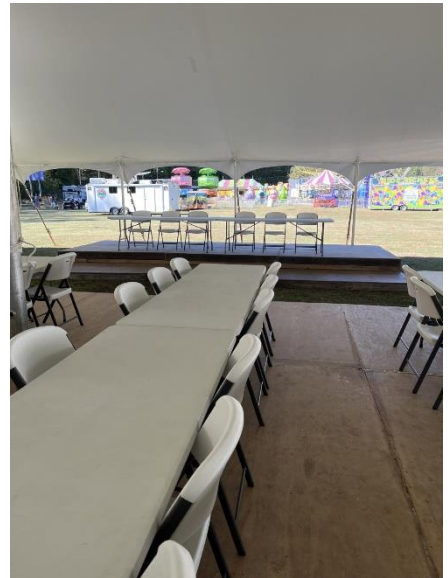
City of Walhalla Streets & Facilities Department

Public Works Division

Tree Removal on South Cedar



Oktoberfest Setup





City of Walhalla Streets & Facilities Department

Public Works Division



Replaced Wireless Thermostat OSJ



Replaced Power Supply Cord at Water Plant



City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Fire Department Monthly Report

October 2024

FIRE-EMS Response

During the month of October, The City of Walhalla Fire Department responded to 166 calls for service.

Walhalla City:

- EMS/Medical Calls- 53
- MVA Calls- 5
- False Alarm/Cancelled Enroute- 4
- Search and Rescue-1
- Alarm Malfunction- 3
- Brush Fire-3
- Public Service- 2

Total: 71 Calls

County, Mutual Aid Calls (West Union, Mountain Rest, Westminster, Salem, & Pickett Post)

- EMS/Medical Calls- 53
- MVA Calls-7
- False Alarm/Cancelled Enroute- 16
- Brush Fire-6
- Power Line Down-1
- Landing Zone-1
- Natural Gas/ Fuel Spill-2
- Tree Down-3
- Structure Fire-2
- Vehicle Fire-2
- Public Service- 2

Total Calls: 95

Total Call Volume October 2024: 166



City of Walhalla Fire Department

Home of the Mountaineer Engine Co. Est. 1871

Walhalla Fire Department currently has three open positions, the position of Fire Chief, as well as two full-time firefighter positions. We are actively seeking qualified candidates to fill these positions.

FIRE PREVENTION AND MAINTENANCE

The annual fire hydrant testing and flushing was conducted in October, consisting of removing all caps and lubricating the threads as well as flowing water to ensure that each hydrant is operating properly.

This testing is not only essential in maintaining the community's Insurance Services Office (ISO) Public Protection Classification, but also monitors the health of the City's water system, identifying weak areas in the system, removing sediments that have settled in the hydrants and cleans out the lines.

COMMUNITY ENGAGEMENT AND SPECIAL EVENTS

WFD in collaboration with The Walhalla Police Department, successfully accomplished another year of our community outreach program, Boo in the Bay. Much fun was had by all in attendance, staff included. Boo in the Bay had its most successful year yet, with over 3,500 people coming through the haunted bays of our fire department. WFD and WPD handed out candy to 2,425 children, 1,130 Adults, and 12 dogs.



City of Walhalla PRT Department

Parks, Recreation and Tourism

PRT Monthly Report

October 2024

It's been a busy month since I started on 10/21/24. I've been working on goals and mission, vision and values statements with the recreation staff. They've provided insight into the budget and operations. Together we are working on establishing policies and procedures. We are focusing on better incorporating RecDesk software into the PRT Department. We are also moving towards a different sponsorship sales strategy. A new 501c3 has been established to better meet the needs of the community and the PRT Department. I expect the volunteer board to be set by the end of the year. I've met one on one with Visit Oconee, Easley's Parks and Recreation Director, Christman Short, and the Oconee Chamber. We also enjoyed an insightful morning of presentations from Clemson University students. They shared their thoughts and ideas regarding some of Walhalla's PRT assets and we look forward to further pursuing those ideas with them next semester.

Parks

Sertoma- concession stand

Our organized sports will move indoors through January to allow time for our fields to recuperate from a busy summer and fall.

Recreation

District Soccer Tournament was played at Memorial Field. Walhalla's 10U team won the Western District Championship and will play in the state championship tournament November 23-25 in Orangeburg. We wish them luck!

Basketball call outs were completed on Friday, November 15. We will have a participation report next month.



City of Walhalla PRT Department

Parks, Recreation and Tourism

Tourism

Merchant's Market was held on November 2. Despite some unexpected no-shows, vendors and Brick and Mortar shops reported an excellent turnout.

Olivia had a meeting with Justin Hancock, SCPRTs director of recreation, grants and policy to discuss various grant programs and get an update on the program standards.

The organizers of the Holler in Walhalla Gravel Roll have asked to reschedule the event for August 23.

Stumphouse Park is re-opened after repairs to the road were completed. New signs have been installed inside the park.

Michelle McCollum, President & CEO of the SC National Heritage Corridor reached out. We have a meeting in December to discuss Walhalla's involvement in SC Trail Towns.

Upcoming events:

We will release the 2025 Event Calendar next month.

Christmas Tree Lighting on December 6th

Christmas Parade on December 7th



City of Walhalla Public Utilities Division

Water Crew, Water Billing, Water Plant, Sewer

Public Utilities Division Monthly Report

October 2024

Activities

New Water Taps - 10

Leaks Repaired – 15

Assisted clean up efforts at the tunnel.

Personnel

All positions now filled, including new three-person crew.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE 2024-15

CITY OF WALHALLA)

**AN ORDINANCE TO AMEND ORDINANCE #2021-16, THE CITY OF
WALHALLA MOBILE FOOD VENDOR ORDINANCE, AS ADOPTED
AUGUST 17, 2021, BY AMENDING SECTION 204-6 OPERATING
REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.**

Whereas, the City of Walhalla, a body politic and corporate and a political subdivision of the State of South Carolina (the "City"), acting by and through its City Council (the "City Council") has previously adopted City of Walhalla Ordinance # 2021-16, the City of Walhalla Mobile Food Vendor Ordinance (the "Ordinance"); and,

Whereas, City Council desires to amend the Ordinance by removing the operating hours restrictions, allowing mobile food vendors to operate under the same restrictions as other food establishments; and,

Whereas, the City of Walhalla Planning & Community Development Committee discussed and recommended this amendment at its September 3rd 2024 Committee meeting:

NOW, THEREFORE, be it ordained by the City of Walhalla Council, in meeting duly assembled, that:

1. § 204-6. Operating requirements. Subsection D. "No mobile food vendor shall operate outside the hours of 8:00 a.m. to 10:00 p.m. However, a mobile food vendor may apply for additional authorization to operate after 10:00 p.m., but under no conditions may operate later than 1:00 a.m. the following day" be removed from the ordinance.
2. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
3. All orders, resolutions, and enactments of City of Walhalla Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in full force and effect from and after second reading and enactment by City of Walhalla Council.

THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK

AND IS DONE AND RATIFIED in Council Duly assembled this _____ Day of _____
2024.

Tim O. Hall, Mayor

ATTEST:

Celia Boyd Myers, City Administrator

Introduced By: _____

First Reading: _____

Public Hearing,
Second Reading
And Adoption: _____

By-Laws of the Walhalla Economic Advisory Committee (WEAC)

Article I: Name and Purpose

Section 1. Name:

The name of this organization shall be the Walhalla Economic Advisory Committee (hereinafter referred to as "WEAC").

Section 2. Purpose:

The purpose of WEAC is to provide guidance and recommendations to the City of Walhalla City Council regarding economic development strategies, policies, and initiatives that promote sustainable economic growth, improve the business environment, and enhance the overall quality of life for residents and visitors. This includes, but is not limited to:

- Advising on business retention, attraction, and expansion efforts.
- Recommending programs or policies to enhance local economic development.
- Supporting collaboration between the city, local businesses, and community stakeholders.

Article II: Membership

Section 1. Composition:

The WEAC shall consist of up to 7 members, who are representative of various sectors of the local economy, including but not limited to business owners, educators, financial institutions, real estate, tourism, manufacturing, and other relevant fields, with two seats reserved for minority business community members.

The Mayor (or his/her designate), City Administrator, a the local merchants' association representative (if applicable), and an Oconee Chamber of Commerce representative shall serve as advisory non-voting ex-officio members of the WEAC. These ex-officio members will participate in meetings and discussions, providing valuable input but will not have voting privileges.

Section 2. Appointment:

The city administrator, Mayor or his/her representative, and the Parks, Recreation and Tourism director shall compile a list of potential appointees to the board in consultation with any other organization the city deems necessary. This list must be presented to the City Council of Walhalla for approval. Terms will be one year. Members may serve consecutive terms if reappointed.

Section 3. Eligibility:

To be eligible for appointment, members must reside or work within Walhalla or Oconee County, have demonstrated an interest in the economic development of Walhalla, such as owning a small business, and possess expertise or experience in relevant fields.

Section 4. Removal:

Members may be removed by a majority vote of the City Council for failure to attend meetings regularly (missing more than three consecutive meetings without just cause) or for any other reasons deemed appropriate by the Council.

Section 5. Vacancies:

Any vacancies shall be filled by appointment of the City Council to complete the remainder of the term.

Article III: Officers**Section 1. Officers:**

The officers of WEAC shall consist of a Chair, Vice-Chair, and Secretary.

Section 2. Election of Officers:

Officers shall be elected annually by a majority vote of the members of WEAC at the first regular meeting of the calendar year.

Section 3. Duties:

- **Chair:** Preside over all meetings, set the agenda, and act as the primary spokesperson for WEAC.
- **Vice-Chair:** Perform the duties of the Chair in their absence.
- **Secretary:** Maintain accurate minutes of all meetings, keep attendance records, and handle correspondence.

Section 4. Terms of Officers:

Officers shall serve for a term of one year and may be re-elected for subsequent terms.

Article IV: Meetings**Section 1. Regular Meetings:**

WEAC shall hold regular meetings at least once per month, or as needed, at a time and place to be determined by the Chair.

Section 2. Special Meetings:

Special meetings may be called by the Chair or by a majority of the members, with a minimum of 48 hours' notice to all members.

Section 3. Quorum:

A quorum for conducting business shall consist of a majority of the current members of WEAC.

Section 4. Voting:

Each member of WEAC shall have one vote. Decisions shall be made by a majority of those present at any meeting where a quorum is present.

Section 5. Open Meetings:

All meetings of WEAC shall comply with the South Carolina Freedom of Information Act (FOIA), and meetings shall be open to the public unless an executive session is required by law.

Article V: Committees**Section 1. Standing or Ad Hoc Committees:**

WEAC may establish standing or ad hoc committees as needed to carry out specific tasks or initiatives. Committee members shall be appointed by the Chair and may include non-WEAC members with relevant expertise.

Section 2. Reporting:

Committees shall report their findings and recommendations to WEAC at its regular meetings.

Article VI: Conflicts of Interest**Section 1. Disclosure:**

Members of WEAC shall disclose any potential conflicts of interest, whether financial or personal, related to matters being discussed or decided upon by the committee.

Section 2. Recusal:

A member with a conflict of interest shall recuse themselves from discussions and vote on the matter in question.

Article VII: Amendments**Section 1. Amendments to By-Laws:**

These by-laws may be amended by a two-thirds vote of the members of WEAC, provided that written notice of the proposed amendment has been provided to all members at least 14 days prior to the meeting at which the vote is to be taken.

Article VIII: Adoption

These by-laws shall be effective upon approval by a majority vote of the Walhalla City Council.

Walhalla Economic Advisory Committee (WEAC)

Introduction

The Walhalla Economic Advisory Committee (WEAC) will serve to advise the City Council on economic development strategies that foster sustainable growth and enhance the quality of life in Walhalla. As the city navigates increasing demands for economic diversification, business growth, and community revitalization, the formation of WEAC is crucial to ensuring informed, strategic decisions that benefit the city and its residents and supporting the city's strategic plan for smart, controlled growth.

This document outlines the importance of WEAC and its role in supporting the City Council's goals for economic development.

1. A Strategic Resource for Economic Growth

WEAC will bring together individuals with diverse expertise from a range of sectors, including retail business, real estate, finance, education, and tourism. This multi-disciplinary approach ensures that economic strategies reflect the needs and opportunities within various aspects of the local economy. By advising the City Council, WEAC ensures that:

- **Decisions are data-driven:** Recommendations are based on real-time insights, trends, and best practices in economic development.
- **Opportunities are maximized:** The committee identifies local and regional opportunities for business retention, attraction, and expansion.
- **Challenges are addressed:** WEAC can highlight barriers to growth—such as infrastructure, workforce development, or policy issues—helping the Council address these with targeted actions.

2. Supporting Business Retention and Expansion

A key function of WEAC is to assist the City Council in creating a favorable business environment. The committee will:

- Engage with local business owners to understand their needs and challenges.
- Recommend policies or incentives that support business retention, helping existing businesses thrive and grow while preserving Walhalla's unique character.
- Identify sectors where business expansion is feasible, offering suggestions for attracting new businesses to Walhalla.

By fostering collaboration between the business community and local government, WEAC can help prevent business closures and stimulate local job creation, ultimately strengthening the city's tax base.

3. Promoting Sustainable and Inclusive Economic Development

Economic development is not just about growth—it's about ensuring that growth is equitable, sustainable, and aligned with the city's long-term goals. WEAC will:

- Advocate for development projects that align with Walhalla's environmental and community standards.
- Ensure that economic opportunities benefit all segments of the population, promoting diversity and inclusivity in development efforts.

- Focus on strategies that balance short-term gains with long-term sustainability, ensuring that future generations continue to benefit from current investments.

This forward-thinking approach will guide the City Council in building a resilient local economy that is capable of withstanding challenges.

4. Building Stronger Connections with Regional and Statewide Resources

WEAC will serve as a bridge between the City of Walhalla and regional or statewide economic development resources. For example, the committee could:

- Identify grant opportunities and funding resources from state or federal programs.
- Recommend mutually beneficial partnerships with neighboring cities, counties, and regional economic bodies.
- Leverage connections to advocate for Walhalla's interests on a larger scale focused on developing the city's economic potential.

This outward-looking approach ensures that Walhalla is well-positioned to benefit from broader economic growth initiatives.

5. Enhancing Public Engagement and Transparency

By including local stakeholders and community leaders as members, WEAC fosters increased public engagement. The committee's activities will:

- Create transparency around economic development efforts, ensuring that the public understands the city's economic goals and how decisions are made.
- Provide a platform for community input, allowing residents and business owners to voice their concerns or support for development initiatives and provide input into the creation of new initiatives.
- Improve accountability by keeping the City Council informed of business community feedback to take action in support of residents and businesses.

6. Guidance from Non-Voting Ex-Officio Members

The inclusion of the Mayor (or his/her designate), City Administrator, a the local merchants' association representative (if applicable), and an Oconee Chamber of Commerce representative as non-voting ex-officio members of WEAC strengthens the connection between the City's leadership and the advisory committee. Their participation provides:

- A direct line of communication between the committee and City government.
- Insight into ongoing city operations, infrastructure plans, and policy initiatives.
- A holistic view of how economic development efforts intersect with broader city goals, such as tourism, recreation, and community well-being.

Conclusion

The Walhalla Economic Advisory Committee is a vital tool for the City Council in shaping a prosperous and resilient future for Walhalla. By leveraging diverse expertise, fostering public engagement, and providing strategic recommendations, WEAC will help the Council navigate the complexities of economic development with confidence. The committee's work will support a sustainable and inclusive economy that benefits businesses, residents, and visitors alike.

Agenda Item XII. B. Bailey Bill, Industrial Park, Existing Economic Incentives

Comparative Matrix

Incentive	City Council Approval	County Council Approval	Staff Approval	Case by case basis	Tailored for
Bailey Bill	Only in approving the program	Not required	Yes	No	Historic Properties and low-moderate income rental; assumes existing building
SSRC/MCIP	Yes	Yes	Recommendation	Yes	Industrial, commercial, retail, housing rental; assumes raw land or existing building
Existing Economic Development Incentives	Yes	Not required	Recommendation	Yes	Any business that illustrates it benefits City

Bailey Bill:

1. Ordinance of general applicability
2. It's unclear as to whether (and how much) a municipality is able to add requirements to the general state law qualifications for a property/project
3. Once approved, City Council is not entitled to take any future action with respect to the approval of any particular property/project (Automatic approval if minimum is met – projects do not come before Council for approval – staff administered)
4. Does not require the County's consent (but without the County adopting a similar/identical ordinance, the benefit applies only to the City's portion of the tax bill)
5. Tailored toward rehabilitation of historic properties and/or low-moderate income rental properties
6. Presumes an existing building that would be rehabilitated

Special Source Revenue Credit (SSRC)/Multi-County Industrial Park (MCIP):

1. Each property/project requires individual action by Council
2. Customizable by Council for each property/project
3. Council maintains discretion over incentivizing individual property/project
4. Requires the County's action to approve designation of property as being part of an MCIP and any SSRC that might be offered to the property/project
5. Conceptualized as industrial/commercial incentive, but has been used for commercial (retail) and rental housing properties
6. Does not require an existing structure (could be used to incentivize investment on raw land)

Existing Economic Incentives (adopted in 2017):

1. Allows the City to enter into an agreement (not to exceed 5 years) with a person, firm or corporation who/that undertakes a development project
2. Must illustrate benefits such as increased property values; increased revenues from property taxes, business license fees and permit fees; increased tourism and commercial activity; creation of new jobs within the City; and improvement of the character of the City by preserving buildings and promoting the construction of new buildings that are compatible with the City's character.
3. At the Council's discretion, and on a case-by-case basis, and according to available funding by ordinance.
4. The total incentive amount shall not be greater than the direct value received by the City and derived from the capital investment during the term of the incentive.
5. All direct incentives of the City shall be granted in the form of reimbursements and refunds of fees and taxes that have been duly paid to the City. No upfront abatements of fees or taxes shall be permitted.
6. If at any time during the incentive period the development's use does not meet the eligibility criteria, then the City shall deem the agreement null and void. If at any time during the incentive period the development is sold, then the City shall deem the agreement null and void. If at any time during the incentive period the real property value is appealed, then the incentive amount may be renegotiated or voided.
7. Incentives may include:
 - a. Up to 100% of the applicable tap fees collected by the City.

b. The following business license tax incentives:

Year 1: A grant in the amount of 100% of the business license tax due to the City will be reimbursed after the business license taxes are paid to the City of Walhalla.

Year 2: A grant in the amount of 75% of the proposed business license tax rate based on gross income after the taxes are paid to the City will be reimbursed to the applicant.

Year 3: A grant in the amount of 50% of the business license tax rate based on gross income after the taxes are paid to the City will be reimbursed to the applicant.

Year 4: A grant in the amount of 25% of the business license tax rate based on gross income after taxes are paid to the City will be reimbursed to the applicant.

After Year 4, business license taxes will be the responsibility of the property owner/business owner and will be the proposed rate based on gross income.

- c. Up to 50% of the local hospitality taxes collected by the City for as many as five years, but funds received through such incentive are to be spent only for purposes that are related to tourism, pursuant to S.C. Code Ann. § 6-1-730, and which have been approved by Council and included in the incentive agreement.
- d. Up to 50% of local accommodations taxes collected by the City for as many as five years, but funds received through such incentive are to be spent only for purposes related to tourism, pursuant to S. C. Code Ann. § 6-1-530, and which have been approved by Council and included in the incentive agreement.
- e. Up to 100% of solid waste fees for as many as five years.
- f. Up to 100% of infrastructure costs for commercial development projects for as many as five years.
- g. Up to 100% of infrastructure costs for residential development projects for as many as five years.
- h. Such other incentives that the Council, at its discretion on a case-by-case basis, determines are appropriate given the amount or type of investment made by the incentive recipient.
- i. State incentive programs. The state programs that may be considered by Council to be included within any package of incentives or as a standalone set of incentives for in-City projects:

- a. Property tax credits authorized by the provisions of the South Carolina Abandoned Buildings Revitalization Act, codified at S.C. Code Ann. § 12-67-100 et seq. (collectively, the "Abandoned Building Act"). Incentive recipients requesting consideration for the Abandoned Building Act by Council shall submit an Abandoned Building Act application form.
- b. The South Carolina real property tax credit for the installation of a fire sprinkler system, codified as S. C. Code Ann. § 12-6-3622.
- c. Property tax credits authorized by the provisions of the South Carolina Textiles Communities Revitalization Act, codified at S.C. Code Ann. § 12-65-40.

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF OCONEE)

This agreement is made and entered into this 19th day of November 2024, by and between the **WALHALLA POLICE DEPARTMENT**, 101 E. Main St. Walhalla, SC 29691 and the **WESTMINSTER POLICE DEPARTMENT**, 100 E. Windsor St. Westminster, SC 29693.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. § 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal, and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

WHEREAS the **WALHALLA POLICE DEPARTMENT** desires to enter into such an agreement with the **WESTMINSTER POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities.

WHEREAS the purpose of this Mutual Assistance and Support Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement. The requesting agency desires the replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law, and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

Pursuant to this Agreement, law enforcement officers may be requested to perform public safety functions across jurisdictional lines, including, but not limited to, participation in multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations.
- B. Civil Disorders.
- C. Natural or Manmade Disasters.
- D. Mass Processing of Arrests.
- E. Transporting of Prisoners.
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests.
- H. Pursuits of Criminal Suspects.
- I. Location of Missing Persons.
- J. Traffic Control and Safety.
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of WALHALLA POLICE DEPARTMENT** or his/her designee, or the **Chief of WESTMINSTER POLICE DEPARTMENT** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location. Requests may be verbal or in writing.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of WALHALLA POLICE DEPARTMENT** or his/her designee, or the **Chief of WESTMISTER POLICE DEPARTMENT** or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, AND

Except as otherwise agreed between the parties, each party shall maintain control over its personnel.

6. COSTS

Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

7. RECORDS

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

8. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

9. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department where they are permanently employed. Except as otherwise

agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

10. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

11. LIABILITY

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

12. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance. Such responding officers shall, in all events, retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

13. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

14. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party to this Agreement is responsible for obtaining approval from its respective governing body to the extent required under South Carolina law.

15. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

16. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

17. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

18. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

19. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

20. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

WALHALLA POLICE DEPARTMENT

WITNESSES

Timothy J. Rice, Chief of Police
City of Walhalla, Police Department

Witness

Tim Hall, Mayor
City of Walhalla, SC

Celia Myers, City Administrator
City of Walhalla, SC

WEST UNION POLICE DEPARTMENT

WITNESSES

Fredrick Miller, Chief of Police
City of Westminster, Police Department

Witness

Brian Ramey, Mayor
City of Westminster, SC

Kevin Bronson, City Administrator
City of Westminster, SC

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF OCONEE)

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WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. § 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal, and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

WHEREAS the **WALHALLA POLICE DEPARTMENT** desires to enter into such an agreement with the **WEST UNION POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities.

WHEREAS the purpose of this Mutual Assistance and Support Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement. The requesting agency desires the replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

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- C. Natural or Manmade Disasters.
- D. Mass Processing of Arrests.
- E. Transporting of Prisoners.
- F. Operating Temporary Detention Facilities & Housing Inmates.
- G. Arrests.
- H. Pursuits of Criminal Suspects.
- I. Location of Missing Persons.
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

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4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of WALHALLA POLICE DEPARTMENT** or his/her designee, or the, **Chief of WEST UNION POLICE DEPARTMENT** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location. Requests may be verbal or in writing.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of WALHALLA POLICE DEPARTMENT** or his/her designee, or the, **Chief of WEST UNION POLICE DEPARTMENT** or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall always be responsible for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, AND

Except as otherwise agreed between the parties, each party shall maintain control over its personnel.

6. COSTS

Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

7. RECORDS

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

8. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

9. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department where they are permanently employed. Except as otherwise

agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

10. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

11. LIABILITY

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

12. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance. Such responding officers shall, in all events retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

13. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

14. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party to this Agreement is responsible for obtaining approval from its respective governing body to the extent required under South Carolina law.

15. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

16. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

17. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

18. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

19. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

20. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

WALHALLA POLICE DEPARTMENT

WITNESSES

Timothy J. Rice, Chief of Police
City of Walhalla, Police Department

Witness

Tim Hall, Mayor
City of Walhalla

Celia Myers, City Administrator
City of Walhalla

WEST UNION POLICE DEPARTMENT

WITNESSES

Ben Hailey, Chief of Police
City of West Union, Police Department

Witness

Linda Oliver, Mayor
City of West Union, SC