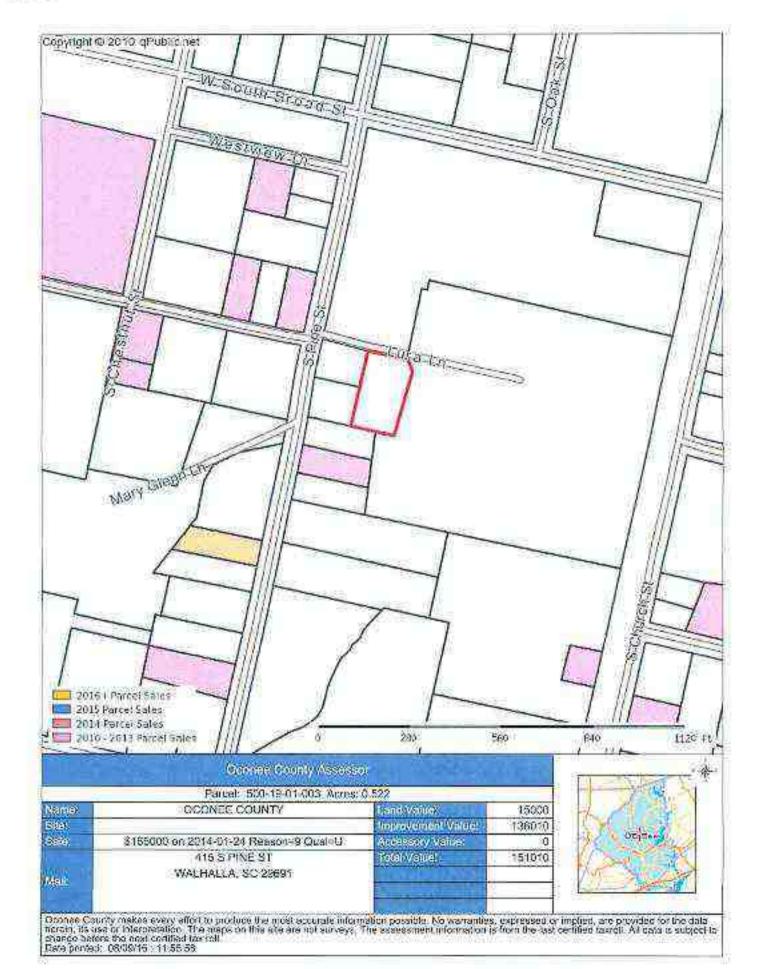
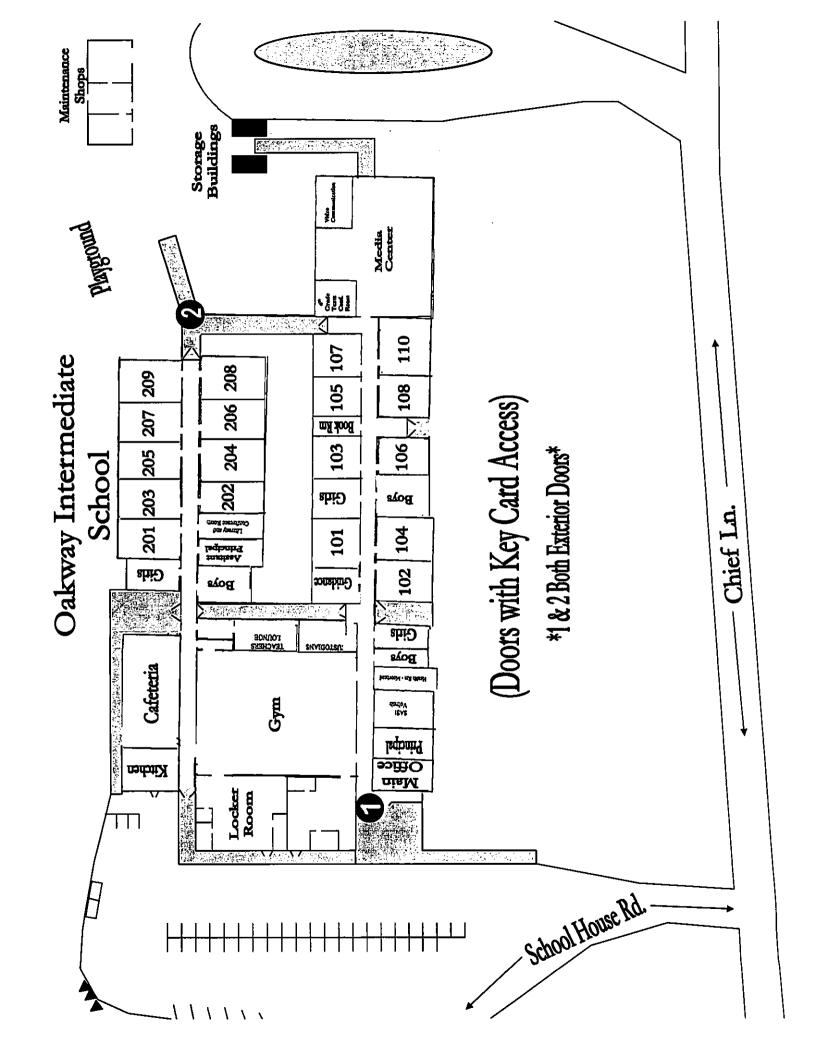


http://qpublic.nei







Expenditures to date from 2015 General Obligation bond fund for Oconee County Public Library

Beginning balance:	\$150,000.00
Expenditures for plumbing: Explanation: vanity tops and plumbing flxtures for public and staff bathrooms in Walhalla, Seneca, and	\$ 9,677.15
Westminster branch libraries. County facilities mainten provided the labor.	ance
Expenditures for sliding accessible doors: Explanation: doors, frames, and glass for accessible sliding doors at the Walhalla and Westminster branch libraries.	\$29,190.96
Explanation: purchase and installation of security cameras for Walhalla, Westminster and Seneca branch libraries.	\$18,155.77
Expenditures for carpet: Explanation: purchase and installation of new carpet for the Westminster and Seneca branch libraries.	\$33,639.24
Expenditures for ceiling tiles : Explanation: purchase and replace ceiling tiles for drop ceilings at the Walhalfa, Westminster and Seneca	\$11,268.90

branch libraries. County facilities maintenance provided the labor.

Expenditures for exterior repair and painting:

\$3,833.34

Explanation: repair of soffits and fascia and paint exterior at the Walhalla and Westminster branch libraries. Includes rental of man lift. County facilities maintenance provided the labor.

Expenditures for lighting:

\$17,757.03

Explanation: Replace "can" recessed lights at Walhalla Library with more energy efficient LED fixtures. Includes fixtures, mounting, and supplies. County facilities maintenance provided the labor.

Expenditures for window treatments:

\$1,237.50

Explanation: blinds for rear windows of the Seneca branch library.

Expenditures for HVAC:

\$453.58

Explanation: Repair of HVAC units and move vents to increase circulation of air and HVAC efficiency at the Walhalla Library.

Expenditures for computing and network:

\$1118.81

Explanation: network "drops" for staff computers for Seneca and

Walhalla branch libraries.

Expenditures for miscellaneous:

\$420.05

Explanation: tools, parts, etc.

Total expenditures:

\$126,752.33

Remaining balance:

\$23,247.67

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") made and entered into this 9th day of Accepted, 2010, by and between the Town of Salem, South Carolina (the "Town"), and Oconee County, South Carolina and the Oconee County Public Library (collectively referred to as the "County"),

IN CONSIDERATION of the mutual conditions set forth below, and intending to be legally bound, the Town and the County agree as follows:

- 1. Use of Premises by the County. Subject to the terms, conditions, and provisions set forth below, the Town agrees to provide access to and use of approximately one thousand one hundred thirty (±1,130) square feet (the "Premises") situated in the Salem Town Hall (the "Building") located at 5 Park Avenue, Salem, South Carolina, so that the County may use the Premises as a Public Library, together with the right to use the parking areas, hallways, pedestrian walkways, landscaped areas, restrooms, and other public areas of the Building (the "Parking/Public Areas") in common with others and as needed. The Premises, Building and Parking/Public Areas are depicted on Exhibit A, attached hereto and incorporated herein by this reference.
- 2. Mutual Agreements of Parties. The County and the Town hereby agree to the rights and obligations as set forth in Exhibit B, attached hereto and incorporated herein by this reference. The Town shall provide Oconee County with written notice of the County's share of utility and other costs as set forth in Exhibit B on a monthly basis during the term of this MOU. Oconee County shall pay the Town said amount, up to the annual limitations as set forth in Exhibit B, within fifteen (15) working days of the County's receipt of the written notice.

3. Term and Termination.

- a Term of MOU. The initial term of this MOU shall commence on the 9th day of Normal 2010 (the "Commencement Date") and shall continue for a term of five (5) years (the "Term"). Thereafter, this MOU shall automatically renew for nine (9) additional consecutive terms of five (5) years each, unless terminated earlier pursuant to the terms of this MOU.
- b. Termination for Breach. Either party may terminate this MOU upon ninety (90) days advance written notice to the other party in the event of a breach of any material provision of this MOU, which breach is not cured or capable of being cured (as the non-breaching party shall reasonably determine) within such ninety (90) day period.
- c. Termination for Convenience. Either party may terminate this MOU for any reason or no reason upon a six (6) month advance written notice to the other party.

- 4. <u>Trade Fixtures and Equipment.</u> The County shall have the right to place or install in or upon the Premises such fixtures and equipment as it shall deem desirable for its use of the Premises, and all fixtures and equipment so placed in or upon the Premises at the expense of the County (whether or not readily removable) shall remain the property of the County, and all or any part thereof may be removed by the County, but the County shall be under no obligation to remove or otherwise pay for the cost of the removal of the same and may, at the County's option, surrender all or any part of the fixtures or equipment with the Premises.
- 5. <u>Surrender of Premises.</u> Upon the expiration or earlier termination of this MOU, the County shall surrender the Premises to the Town in as good order and condition as at the commencement of the term, reasonable wear and tear excepted.
- 6. <u>Utilities Charges.</u> The utilities shall be provided for as set forth in <u>Exhibit B</u>. Any utilities that are not addressed in <u>Exhibit B</u> shall be provided for by the Town.
- Future Construction and Improvements. The County may request permission to build future infrastructure or improvements involving or directly affecting the Premises and Public/Parking Areas of the Building, at party's cost or cost shared by parties. Should the County desire to have any expansion of the Building or any improvements or infrastructure in addition to the Building involving or directly affecting the Premises and Public/Parking Areas, the County shall propose, in writing, a general outline of the expansion, the proposed cost of the expansion, and the proposed cost-sharing arrangement, if any. The County may not make any structural changes, alterations, additions or improvements to the Building, including the Premises or the Public/Parking Areas without the Town's written permission. If any structural changes, alterations, additions or improvements to the Building, involving or directly affecting the Premises or the Public/Parking Areas, should impact shared costs as outlined in Exhibit B, either party may request that this MOU be renegotiated to reflect the change in cost.
- 8. <u>Assignment.</u> The parties shall not assign this MOU, and any attempt to assign this MOU shall be null and void. The County will remain primarily liable for the obligations set forth in this MOU.
- 9. Insurance. Each party shall carry adequate insurance at its own expense and pay all premiums for insurance to cover its interests in this MOU, the Premises and Public/Parking Areas and its own personal property and trade fixtures contained within the Building, including the Premises and Public/Parking Areas. Each party will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to its own interests in the Building, including the Premises and Public/Parking Areas. These policies shall provide at least the following limits: bodily injury \$600,000.00 each person, \$1,000,000 each occurrence. Specifically, the Town will provide insurance for the Building, including the Premises and Public/Parking Areas. The County will provide all required insurance for the County's own personal property and trade fixtures contained within the Premises. The parties shall, upon demand, deliver to

the demanding party a certificate or other evidence that this liability insurance coverage is being maintained.

- 10. Default. It shall be an event of default under this MOU if:
 - a. Either party fails to observe, keep or perform any of the terms, agreements or conditions contained in this MOU as applicable to it; or
 - b. The County ceases to occupy the Premises for a period of twenty (20) days or more.
- 11. The Town's Right of Entry. The Town or its agents may enter the Premises at reasonable hours to inspect the Premises or for the purpose of inspecting the performance by the County of the terms and conditions of this MOU, or to do any act or thing necessary for the safety or preservation of the Premises.
- 12. <u>Liability for Errors. Acts. or Omissions.</u>
- a. Error, Act, or Omission by the County: If a claim arises against the County from the act, omission, or error of the County, the County will be responsible for and address the County's own damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the act, omission or error, as it would any other.
 - b. Error, Act, or Omission by the Town: If a claim arises from the act, omission, or error of the Town, the Town will be responsible for and address the Town's own damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the act, omission or error, as it would any other.
- 13. Holding Over. If the County remains in possession of the Premises after the expiration or earlier termination this MOU and without executing a new agreement, it shall be deemed to be occupying the Premises as a tenant from month to month. The County shall be subject to all the conditions, provisions, and obligations of this MOU to the extent they are applicable to a month to month tenancy.
- 14. Non-appropriation. This MOU is subject to the appropriation of funds by Oconee County Council. In the event of a non-appropriation of funds by Oconee County Council that may affect the County's performance of any act required by this MOU, this MOU will be deemed terminated ninety (90) days following such non-appropriation and written notice thereof.
- 15. Notices. Any notice given by one party to the other in connection with this MOU shall be in writing and hand-delivered or sent by certified or registered mail, return receipt requested:

TO THE LESSOR: The Town of Salem

Attn: Mayor
Oconce County

Attra: Administrator

TO THE LESSEE:

Notices shall be deemed to have been received on the date of hand-delivery to the other party or upon receipt as shown on the return receipt. The above addresses may be changed at any time by giving ten (10) days prior written notice as hereinabove provided.

- 16. Relationship of Parties. The parties shall never at any time during the term of this MOU become the agent of the other, and the parties shall not be responsible for the acts or omissions of the other party, its employees, or agents.
- 17. Time of Essence. Time is of the essence for each provision of this MOU.
- 18. Unavoidable Delay Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this MOU by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section will excuse the County from the prompt payment of any fee or other charge required of the County except as may be expressly provided elsewhere in this MOU.
- 19. <u>Divisibility.</u> If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- Headings. Headings in this MOU are for convenience and reference only and shall not be used to interpret or construe its provisions.
- 21. Waiver. No delay or omission in the exercise of any right or remedy of the Town on any default by the County shall impair such a right or remedy or be construed as a waiver.
- 22. Entire Agreement. This MOU contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This MOU shall not be modified or amended in any way except by a writing executed by both parties.
- 23. Choice of Law. This MOU shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF the undersigned parties have caused this MOU to be executed, and their respective seals affixed, as of the day and year first above written.

IN THE PRESENCE OF:

Kim K. Olygery
The J. Mak
D. 42 29.).
J. J. Mot

Ву:	The Town of Salem, South Carolina Aloue Hoo Print Name: Diano Head Its: Mayor
By:	Print Name: T. Scorr MoveDen Its: Courty Annexistant
By: 4	Oconee County Public Library White County Public Library Print Name: 621 T GE 120ED1

Exhibit A SEE ATTACHED MAP

Exhibit B

Oconee County agrees to the following:

Oconee County will pay up to Five Thousand Dollars (\$5,000.00) annually for the electricity bill for the entire building.

Oconee County will provide up to Five Hundred Dollars (\$500.00) worth of supplies (toilet tissue, paper towels, and trash bags) annually for entire building.

Oconee County will pay up to One Thousand Dollars (\$1,000.00) annually for routine building maintenance for the entire building.

In addition to the regular cleaning provided by the Town as stated below, Oconee County will clean the entire building once a week. Oconee County will use its own supplies and labor for the weekly cleaning, and the Town agrees to provide the County reasonable access to the entire building for this purpose.

The Town of Salem agrees to the following:

Except for once weekly cleaning by Oconee County as stated above, the Town of Salem will provide cleaning and cleaning supplies for the entire building.

The Town of Salem will provide trash pick-up for the entire building.

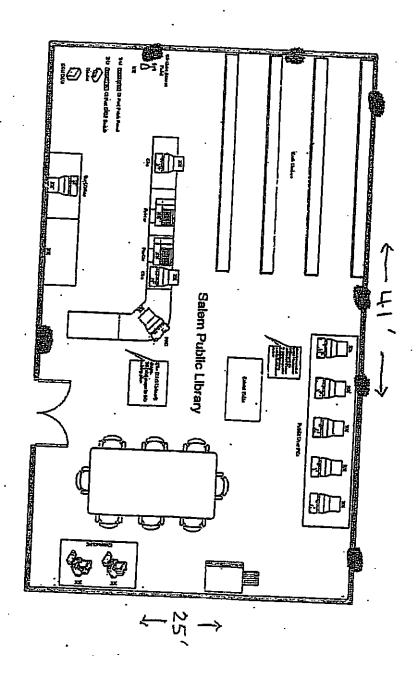
The Town of Salem will provide supplies and provide routine maintenance for the entire building.

The Town of Salem will provide full usage of the Salem Community Club for the Oconee County Library's Summer Reading Program.

The Town of Salem will provide water and sewer/septic service for entire building.

Oconee County and Town of Salem have agreed to the following:

Future large expenses such as roof, HVAC, sewer, structural problems, etc. will be split 50/50 of the entire cost (labor & materials) between Ocones County and the Town of Salem.



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M LEGAL NOTICES

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MILEGAL NOTICES

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NOTICE OF APPLICATION Abdise is history given that MOF JUE FOLDING, LLG Fidends to apply to the South Circles Department of Several for a livense pame for will also the sale and ON hemos consumotor of BEER and WENE of 265 USE GREFTONLE I WY CLEWSON, SC 29531 To page 3 To estable of the penninguiso ore ispanite of the permitteness within protest must be performed within protest must be performed to their than March a CDIS For a protest in be valid timest be a wring, and should trakes the wring, and should trakes the obtaining information (i) the name address and telephone number of the paragraphic protest, (2) we have also were the approximation process that the approximation process. specific feesoes why the application should be garried (a) that the person hearing is willing to allered a hearing if one is required by the replicant; (4) that the person property reasing in the same county where the proposes place of our daka te lucated or within fee mineral the business; and (b) the name of the spotcant and the address of the

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LEGALS

premises to be accrised. Problems must be maked to 5.0. Displetingly of Receive. ABL DECTION 9.0 Box 125. Columbia 80.29214-0007 or lawed by 1860 286 6110

Donne County Councy Committees District County Gourse Committee with reset in 2016 on the todowing decorations in Grand Commercial Scott Committee Art Scott Price Sevent Wallaria Scott Committee which a Montre and The Law Enforcement Public Safety Health A Montre Continued at the Transportation Continued at 5:50 p.m. Transportation Committee and the Transportation of Committee and the Transportation Committee Immediately Statement Committee Co sey Enterperiod or April 12, July 18, and Oscher 11, 2016, The Res 18, and Oscher 11, 2016, The Res Fisch, Feelder 8, Land Manage-more Committee and the Budget, mont Committee and the Budget, intercal & Admitte after Committee at \$500 p.m. (Budget) restockable to be the budget of the old budget 5, and Admittee 8 Intercence mont, 2015. The Pleasand & Ecologic Development, Committee at 5:30 min on June 14 bittle-ecological september 13 and Decomber to the 5.

PARTIC NEVICE

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STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONET COUNTY COUNCIL

IN RE: OCONEE CO COUNCIL COMMITTEES 2016 MEETING

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me. Hal Welch, who being first duly sworn according to law, says that he is the General Manager of <u>THE JOURNAL</u>, a newspaper published Tuesday through Saturday in Senera, SC and distributed in Oconce County, Pickens County and the Pendleton area of Anderson County and the notice (of which the conceed is a true copy) was inserted in said papers on 03/03/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Ual Welch General Manager

Subscribed and sworn to before me this 03/03/2016

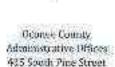
Journal A, White Notary Public

State of South Carolina

My Commission Expires July 1, 2024

JENNIFER A WRITS
NOTARY PUBLIC
State of South Carolina
Ny Commission Explans July 1, 2024





Phone: 864-364-5136 Pax: 864-71H-10246

Wallhalta, SC 29697

E-mail. bhulsestocongest.com

Edda Cammick District 1

Wayne McCall District II

> Paul Cain Chairman District III

Joel Thrift District IV

Reginald T. Dexter District V





....LEGAL AD.....

PLEASE ADVERTISE IN THE NEXT ISSUE OF YOUR NEWSPAPER

Oconee County Council Committees will meet in 2016 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health & Welfare Committee and the Transportation Committee at 5:30 p.m. [Transportation Committee immediately following Law Enforcement] on April 12, July 12, and October 11, 2016.

The Real Estate, Facilities & Land Management Committee and the Budget, Finance & Administration Committee at 5:30 p.m. [Budget immediately following Real Estate] on May 24, August 9, and November 8 [conference room], 2016.

The Planning & Economic Development Committee at 5:30 p.m. on June 14 [conference room], September 13 and December 13, 2016.

Beth Hulse

From:

Beth Hulse

Sent:

Wednesday, March 02, 2016 11:50 AM

To:

Beth Hulse; classadmgr@upstatetoday.com

Subject:

AMENDED 2016 Committee Meeting Schedule

Attachments:

030216 - AMENDED Cmtes 2016 meeting schedule.docx

Please run at your earliest convenience.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

Beth Huise

From:

Beth Hulse

Sent:

Wednesday, March 02, 2016 11:51 AM

To:

Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News

(localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier

(westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7

(assignmentdesk@wspa.com); WYFF 4 News

Subject:

AMENDED 2016 Council Committee Meeting schedule

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Elizabeth G. Hulse, CCC

Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
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bhulse@oconeesc.com
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