



TOWN OF YEMASSEE TOWN COUNCIL MEETING

Tuesday, February 9, 2021 – 6:30PM

ELECTRONIC MEETING

<https://www.townofyemassee.org/town-council/events/3986>

- I. Call to Order – Mayor Colin Moore**
- II. Pledge of Allegiance & Invocation**
- III. Determination of Quorum**
 - a. Consent of the Agenda for the February 9, 2021 Town Council Meeting
 - b. Approval of the January 12, 2021 Town Council Meeting Minutes
- IV. Public Hearing**
 - a. Consideration of Town of Yemassee Needs Assessment for Housing, Public Facilities, and Economic Development (Presented by Jessica Dailey, Lowcountry Council of Governments)
- V. Presentations**
 - a. Acceptance of the Presentation of the Town of Yemassee FY2020 Audit by The Brittingham Group, LLP.
- VI. New Business**
 - a. Consideration of a Request for an Ordinance Approving Annexation of Approximately 2.01 Acres of Land, located at 220 Cochran Street, and further identified by Hampton County TMS: 198-00-00-255. [Ordinance 21-04]
 - b. Consideration of a Request for an Ordinance Approving Annexation of Approximately 1486.84 Acres of Land, located at 401 Trask Pkwy and 300 Cotton Hall Rd, and further identified by Beaufort County TMS: R700 012 000 0001 0000 and R700 013 000 0001 0000. [Ordinance 21-05]
 - c. Consideration of a Text Amendment to the Town of Yemassee Code, Chapter 5, Section(s) 5.601 through 5.634, Specifically the amending of references of other code sections within Chapter 5, which provide updates

"FOIA Compliance – Public notification of this meeting has been published and posted in Compliance with the Freedom of Information Act and the Town of Yemassee policies."

- Please note that each member of the public may speak during the Public Comment period at the end of the meeting. A Public Comment form must be filled out and submitted to the Town Clerk prior to the start of the meeting. Public comment must not exceed two (2) minutes.

to the National Floodplain Insurance Program (NFIP) and FEMA,s re-evaluation of flood hazards within the Town of Yemassee reflected in updated Flood Insurance Rate Maps [Ordinance 21-06]

- d.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the North Charleston Police Department for Law Enforcement Services. (Resolution 21-03)
- e.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Hampton Police Department for Law Enforcement Services. (Resolution 21-04)
- f.** Consideration a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Varnville Police Department for Law Enforcement Services. (Resolution 21-05)
- g.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Estill Police Department for Law Enforcement Services. (Resolution 21-06)
- h.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Ridgeland Police Department for Law Enforcement Services. (Resolution 21-07)
- i.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Hardeeville Police Department for Law Enforcement Services. (Resolution 21-08)
- j.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Bluffton Police Department of Law Enforcement Services. (Resolution 21-09)
- k.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department and the Port Royal Police Department of Law Enforcement Services. (Resolution 21-10)
- l.** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Yemassee Police Department

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and the Beaufort Police Department of Law Enforcement Services.
(Resolution 21-11)

m.

VII. Department Reports

- a.** Police Department
- b.** Administration
- c.** Public Works
- d.** Municipal Court

VIII. Public Comment

- a.** Public Comment must be submitted in writing to the Town Clerk prior to the start of the meeting.

IX. Adjournment

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Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Approval of the Meeting Minutes of the January 12, 2021 Town Council Meeting

Department: Administration

Attachments:

___ Ordinance ___ Resolution ___ Motion

___ X ___ Support Documents ___ Other

Summary: January 12, 2021

Recommended Action: Approve the minutes of the January 12, 2021 Town Council Meeting as presented.

Recommended Motion: "I make a motion to approve the January 12, 2021 Town Council Meeting Minutes as presented".

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

Minutes
Town of Yemassee Town Council
January 12, 2021 Town Council Meeting; 6:30PM
101 Town Cir, Yemassee, SC 29945

Attendance:

Present: Mayor Colin Moore, Mayor Pro-Tem Peggy O’Banner, Councilmember Alfred Washington, Town Clerk Matthew Garnes and Police Chief Gregory Alexander.

Absent: Council Member Hagan

Media Present: Lowcountry Inside Track Ltd.

Call to Order:

Mayor Moore called the Tuesday, January 12, 2021 Town Council Meeting to order at 6:30PM.

Pledge of Allegiance & Invocation:

Council Member O’Banner gave the invocation and lead the Pledge of Allegiance.

Consent of the Agenda:

Mayor Moore asked for a motion to approve the Agenda as presented. Council Member Washington made the motion. There was no discussion on the motion. Second by Council Member Simmons, all in favor. **Motion Passed**

Mayor Moore asked for a motion to approve the December 8, 2020 Town Council Meeting Minutes. Council Member O’Banner made the motion to approve as presented. There was no discussion. Second by Council Member Washington. All in favor. **Motion Passed.**

Old Business:

Mayor Moore read proposed Ordinance 20-25, Consideration of an Ordinance Approving Annexation of Two Parcels of land, totaling 5.00 Acres on Riley Street, Hampton County TMS: 198-00-00-055 & 198-00-00-056. The applicant is Larry Evans, and these properties are currently unimproved land. Mayor Moore asked for a motion to approve second and final reading. Council Member O’Banner made the motion. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read proposed Ordinance 20-26, Consideration of an Ordinance Approving Annexation of One Parcel of land, of 0.26 Acres at 418 Cochran Street, Hampton County TMS: 198-00-00-079. The applicant is Earl Decosta and the property currently has a single-family dwelling on it. Mayor Moore asked for a motion to approve second and final reading. Council

Member Washington made the motion. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

New Business:

Mayor Moore read Resolution 21-01, Consideration of a Joint Resolution of the Yemassee Town Council and Hampton County Council to Endorse a Joint Request to the County Transportation Committee for \$375,000 for landscaping, lighting, and stormwater improvements at Exit 38. Town Clerk Garnes explained that Town Staff had met with County Staff over the last few weeks and are prepared to submit a request to the CTC to cover 100% of the improvements at no cost to the Town. Mayor Moore asked for a motion to adopt the Resolution. Council Member Simmons made the motion to adopt Resolution 21-01 with no cost to the Town. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read Resolution 21-02, Consideration Authorizing the Town Clerk to solicit bids for surplus Public Works Equipment. Town Clerk Garnes told the Council this was an old John Deere tractor that was past its serviceable life for the Town. The tractor would be advertised for thirty days including a newspaper advertisement. Upon the end of the 30-day window, staff would tabulate the bids and award the tractor to the high bidder. Mayor Moore asked for a motion to adopt the Resolution. Council Member O'Banner made the motion. There was no discussion. Second by Council Member Simmons. All in favor, **Motion Passed.**

Mayor Moore read the Proclamation of a Local State of Emergency for the Town of Yemassee and asked for a motion to adopt. Council Member O'Banner made the motion to adopt the Proclamation. There was no discussion. Second by Council Member Washington. All in favor, **Motion Passed.**

Mayor Moore read Emergency Ordinance 21-01, extending the face mask requirement for an additional sixty-one days. This is the same ordinance as in November with no other changes. Council Member Washington made the motion to adopt Emergency Ordinance. There was no discussion. Second by Council Member O'Banner. Moore, O'Banner and Washington in favor, Simmons opposed. **Motion Passed.**

Mayor Moore read Emergency Ordinance 21-02, establishing guidelines for Electronic Meetings in the Town of Yemassee. Town Clerk Garnes said the meetings will be broadcast on Facebook and provisions for public comment have been taken into consideration. Council Member Simmons made the motion to adopt the Emergency Ordinance. There was no discussion. Second by Council Member O'Banner. All in favor, **Motion Passed.**

Mayor Moore read Emergency Ordinance 21-03, Suspending Normal Operating Procedures of the Town of Yemassee. Town Clerk Garnes explained that this is needed to restrict access to the Municipal Complex and to suspend town facility rentals due to the ongoing COVID-19 pandemic. Council Member O'Banner made the motion to adopt the Emergency Ordinance. There was no discussion. Second by Council Member Washington. Council Member Simmons no vote. **Motion Passed.**

Department Reports

Police Department – No Report

Administration – Mr. Garnes told the Council there had been four testing events and there are more on the way. 24 new garbage cans were distributed last month and contrary to rumor on the internet, the program has not run out of money and we are on track to deliver new garbage cans to all residents, on time.

Public Works – None

Municipal Court - None

Public Comment: None

Adjournment

Mayor Moore asked for motion to adjourn. Council Member Washington made the motion to adjourn. Second by Council Member Simmons. All in favor, **Meeting Adjourned at 6:50PM**

2021
Community Development
Block Grant (CDBG)

Program Year: April 1, 2021 – March 31, 2022

Community and Economic Development
Strengthening People Strengthening Communities



www.lowcountrycog.org

FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, disability, familial status, or national origin.**



In the sale and rental of housing
In residential real estate transactions
In the provision of brokerage services

If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.



Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.

For more information contact

LCOG at (843) 473-3990.

The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).

LMI QUALIFIED

Beaufort County

	1	2	3	4	5	6	7	8+
	Person	Person	Person	Person	Person	Person	Person	Person
30% Limits	\$17,150	\$19,600	\$22,050	\$24,450	\$26,450	\$28,400	\$30,350	\$32,300
50% Limits	\$28,550	\$32,600	\$36,700	\$40,750	\$44,050	\$47,300	\$50,550	\$53,800
80% Limits	\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

Community and Economic Development
Strengthening People Strengthening Communities

LMI QUALIFIED

Colleton, Hampton, & Jasper Counties

	1	2	3	4	5	6	7	8+
	Person	Person	Person	Person	Person	Person	Person	Person
30% Limits	\$11,000	\$12,600	\$14,150	\$15,700	\$17,000	\$18,250	\$19,500	\$20,750
50% Limits	\$18,350	\$21,000	\$23,600	\$26,200	\$28,300	\$30,400	\$32,500	\$34,600
80% Limits	\$29,350	\$33,550	\$37,750	\$41,900	\$45,300	\$48,650	\$52,000	\$55,350

Community and Economic Development
Strengthening People Strengthening Communities

The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).

The Annual allocation from HUD for the program is administered by the S C Department of Commerce – Division of Grant Administration. SC has been allotted approximately **\$20,214,575 in CDBG funds for 2021.**

SC STATE CONSOLIDATED PLAN

Draft 2021 Action Plan

Written comments on the plan can be submitted from January 4 - February 4, 2021.

Email: lross@sccommerce.com

Mail: SC Department of Commerce
Grants Administration
1201 Main Street, Suite 1600
Columbia, SC 29201

GRANT PROGRAM CATEGORIES

There are three broad grant program categories:

- **Community Development**
- **Business Development**
- **Regional Planning**

The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:

COMMUNITY DEVELOPMENT PROGRAM

COMMUNITY INFRASTRUCTURE \$12,378,139
APPLICATION REQUEST Mid-March APPLICATION DEADLINE Mid-April
WATER
SEWER
DRAINAGE
ROADS
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$750,000

SPECIAL PROJECTS \$1,000,000
APPLICATION REQUEST Mid-August APPLICATION DEADLINE Mid-September
ECONOMIC DEVELOPMENT
PUBLIC HEALTH & SAFETY
ENERGY CONSERVATION & HISTORIC PRESERVATION
PARK/TRAILS/GREENWAYS MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$200,000

COMMUNITY ENRICHMENT \$3,000,000
APPLICATION REQUEST Mid-August APPLICATION DEADLINE Mid-September
BROWNFIELD PROJECTS/DEMOLITION OBSOLETE BUILDINGS
DOWNTOWN STREETScape IMPROVEMENTS*
PLANNING FOR REGIONAL INFRASTRUCTURE (\$25,000 maximum)
LIBRARIES
PUBLICLY OWNED FACILITIES
TRANSPORTATION-ORIENTED PUBLIC FACILITIES
PUBLIC SAFETY FACILITIES/SERVICES
DEMOLITION VACANT, DILAPIDATED STRUCTURES TO ADDRESS/SUPPORT CRIME PREVENTION
FIRE SUBSTATIONS OR FIRE TRUCKS
HEALTH CLINIC FACILITIES/EQUIPMENT
PUBLIC FACILITY MODIFICATIONS
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$500,000* (*\$750,000 for streetscape projects)

READY TO GO \$600,000
APPLICATION REQUEST ONGOING APPLICATION DUE 30 DAYS AFTER REQUEST
ACTIVITIES LISTED IN COMMUNITY INFRASTRUCTURE & COMMUNITY ENRICHMENT
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$500,000* (*maximum waiver available)
NATIONAL OBJECTIVE
•Benefit low-to-moderate income (“LMI” Persons
•Aid in the prevention or elimination of slums or blight
•Meet other urgent community needs posing a serious threat to the health or welfare of the community

NEIGHBORHOOD REVITALIZATION \$1,000,000- MUST HAVE A PLAN
APPLICATION REQUEST Mid-August APPLICATION DEADLINE Mid-September
INFRASTRUCTURE - WATER, SEWER, ROADS, DRAINAGE
PUBLIC FACILITIES (SIDEWALKS, SECURITY LIGHTING, CAMERAS, POLICE SUBSTATIONS)
HOUSING - INFRASTRUCTURE TO SUPPORT AFFORDABLE HOUSING
HOUSING - LIMITED EXTERIOR ONLY
DEMOLITION AND CLEARANCE OF VACANT/DILAPIDATED PROPERTIES
PUBLIC SERVICES (CRIME WATCH PROGRAM, DRUG/GANG EDUCATION, AWARENESS/PREVENTION PROGRAMS)
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$500,000* (*\$750,000 if project includes infrastructure)

10% MATCH REQUIREMENT FOR ALL PROJECTS

GRANT PROGRAM CATEGORIES

Business Development Program: \$2,000,000

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

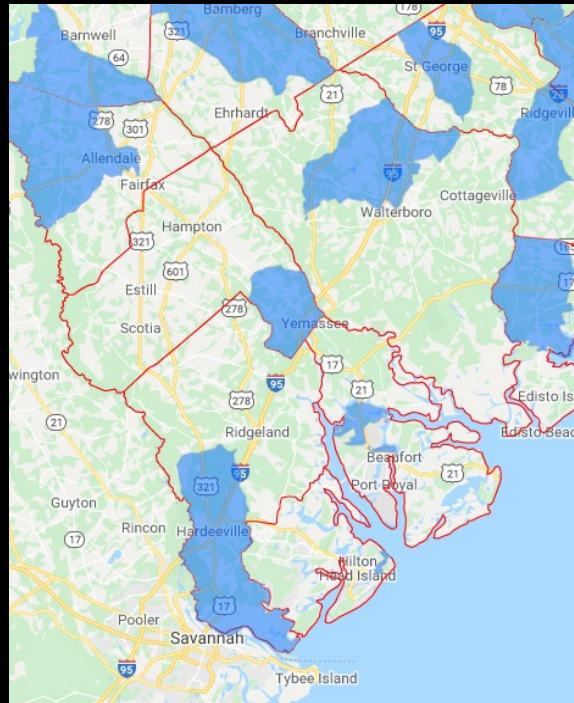
Regional Planning Program: \$500,000

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

State TA & Admin: \$ 703,850

OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points (scopportunityzone.com)



PERFORMANCE THRESHOLD

A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).

However, the open grants must not have exceeded a **30-month grant period**.

PERFORMANCE THRESHOLD

No more than one Neighborhood Revitalization/Village Renaissance or streetscape project.

No more than one Ready to Go project.

No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

BEAUFORT COUNTY/ LOWCOUNTRY **REGIONAL HOME CONSORTIUM**

The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.

BEAUFORT COUNTY/ LOWCOUNTRY **REGIONAL HOME CONSORTIUM**

TOP THREE OBJECTIVES:

- 1. Rehabilitation of substandard housing**
- 2. Increase accessibility to adequate and affordable housing**
- 3. Support the development and availability of safe, decent, and affordable housing**

BEAUFORT COUNTY/ LOWCOUNTRY **REGIONAL HOME CONSORTIUM**

Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.

As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.

Please give us a list of the priority housing needs for your area to be considered in our upcoming 2021-2022 Annual Action Plan to be submitted to HUD by April 30, 2021.

CORONAVIRUS RESPONSE (CDBG-CV1)

- ▶ Funding is part of the March 2020 CARES Act
- ▶ Projects must meet one of three national objectives:
 - Benefit to low-to moderate income persons
 - Aid in the preventing or eliminating of slum and blight
 - Meet an urgent need
- ▶ Environmental Reviews and other program requirements apply
- ▶ Does not count against CDBG threshold
- ▶ No local match required.
- ▶ For more info: www.cdbgsc.com

COMMUNITY/PUBLIC SERVICES

- ▶ Purpose - Provide new or quantifiably increased public services that will primarily benefit low and moderate income (LMI) individuals and are needed to prepare for, respond to and prevent the coronavirus
- ▶ Award - \$214,621 per County or \$858,483 for Lowcountry Region
- ▶ Deadline - Funding priorities due by March 1, 2021
- ▶ Possible activities (not limited to):
 - Personal protective equipment (PPE)
 - Lease of a facility, equipment and other property needed for a public service (ventilators, medical equipment, vehicle for mobile health care)
 - COVID-19 testing and contact tracking
 - Food pantries
 - Food distribution and delivery for elderly or other primarily LMI residents
 - After school education
 - Senior services

PUBLIC FACILITIES

- ▶ Purpose - To adapt, retrofit or rehabilitate existing schools and other publicly owned facilities to provide services in a manner that complies with public health guidelines
- ▶ Award - \$3,000,000 statewide competition
- ▶ Deadline - Letter of Intent due by July 1, 2021
- ▶ Possible activities (not limited to):
 - HVAC and air filtration improvements
 - Expansion and remodeling of classrooms to facilitate social distancing
 - Equipment or public improvements needed to expand or improve internet access

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Acceptance of the Presentation of the Town of Yemassee Fiscal Year 2020 Audit by The Brittingham Group, LLP.

Department: Administration

Attachments:

___ Ordinance ___ Resolution ___ Motion

___ Support Documents ___ X Other

Summary: The Brittingham Group, LLP has completed their audit of the Town of Yemassee for the fiscal year ended August 31, 2020 and is expected to issue an unmodified (clean) opinion.

Recommended Action: Town Council accept the Fiscal Year 2020 Audit for the Town of Yemassee presented by Mr. William Hancock of The Brittingham Group, LLP.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

The Brittingham Group, L.L.P.
Certified Public Accountants
501 State Street
Post Office Box 5949
West Columbia, South Carolina 29169

This representation letter is provided in connection with your audit of the financial statements of the Town of Yemassee, which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of August 31, 2020, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 24, 2020.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers,

Yemassee Municipal Complex
101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577
Telephone (843) 589-2565 Fax (843) 589-4305
www.townofyemassee.org

- leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the statement of plan net position date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
 - 8) The effects of uncorrected misstatements, if any, are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements, if any, is attached to the representation letter.
 - 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
 - 10) Guarantees, whether written or oral, under which the Town is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Town Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no legal matters that require disclosure at this time. All known and threatened litigation relates specifically to claims matters.
- 18) We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

Government specific

*Yemassee Municipal Complex
101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577
Telephone (843) 589-2565 Fax (843) 589-4305
www.townofyemassee.org*

- 19) We have made available to you all financial records and related data.
- 20) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 21) The Town has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
 - 23) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
 - 24) As part of your audit, you assisted with preparation of the financial statements and related notes. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
 - 25) The Town has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
 - 26) The Town has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
 - 27) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
 - 28) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
 - 29) The financial statements properly classify all funds and activities.
 - 30) All funds that meet the quantitative criteria in GASB standards for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
 - 31) Components of net position and equity amounts are properly classified.
 - 32) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
 - 33) Provisions for uncollectible receivables have been properly identified and recorded.
 - 34) Expenses have been appropriately classified in or allocated to functions and programs in the statement of changes in plan net position, and allocations have been made on a reasonable basis.

- 35) Revenues are appropriately classified in the statement of changes in plan net position within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 36) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 37) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 38) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 39) We have appropriately disclosed the Town's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the following RSI:
 - Management's Discussion and Analysis

We acknowledge our responsibility for presenting the RSI listed above in accordance with accounting principles generally accepted in the United States of America, and we believe the RSI listed above, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the RSI listed above has not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

Date 1/30/21

Signature 

DRAFT

THE BRITTINGHAM GROUP, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

501 STATE STREET
POST OFFICE BOX 5949
WEST COLUMBIA, SOUTH CAROLINA 29171

PHONE: (803) 739-3090

FAX: (803) 791-0834

The Honorable Mayor and Members of Town Council
Town of Yemassee, South Carolina
101 Town Circle, Post Office Box 577
Yemassee, South Carolina 29945

We are pleased to have the opportunity to provide you with this executive summary of the audit of the Town of Yemassee, South Carolina financial statements dated August 31, 2020. Our opinion, dated _____ on the August 31, 2020 financial statements was unmodified. Auditing standards require that certain matters related to the conduct of our audit be communicated to the County Council. Those matters requiring communication are as follows:

The Brittingham Group, L.L.P.'s Responsibility under Auditing Standards Generally Accepted in the United States of America

We conducted our audit in accordance with auditing standards generally accepted in the United States of America which are designed to provide reasonable assurance that the financial statements are free of material misstatement. We also obtained a sufficient understanding of the internal control structure to plan the audit and to determine the nature, timing and extent of the tests to be performed.

Major Issues Discussed with Management Prior to Retention

There were no major issues discussed with management prior to retention.

The Adoption of, or a Change in, an Accounting Principle

There were no adoption of, or a change in, accounting principles noted during the year.

Methods of Accounting for Significant Unusual Transactions and for Controversial or Emerging Areas

There were no matters that are required to be reported for this item.

Management’s Judgments/Accounting Estimates

There were no matters that are required to be reported for this item.

Sensitive Accounting Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Significant Audit Adjustments

An audit adjustment, whether or not recorded by the entity based on materiality to the financial statements taken as a whole, is a proposed correction of the financial statements that, in the auditor’s judgment, may not have been detected except through the auditing procedures performed. There were no audit adjustments found as part of our procedures

During the audit, adjusting entries were required to correct the books and records of the Town. Most entries were prepared by management or were for the purposes of reclassification/clean-up. These adjustments have been reported to the Town in a separate communication and have been posted to the Town’s books and records.

Disagreements with Management

There were no disagreements with management.

Consultations with Other Accountants

We are not aware of any instances in which management consulted with other accountants about significant accounting, auditing and reporting matters.

Difficulties Encountered in Dealing with Management When Performing the Audit

There were no difficulties encountered in dealing with management when performing the audit.

* * * * *

This report is intended solely for the information and use of the Mayor and Council, management and others within the organization.

West Columbia, South Carolina

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 21-04, Annexing One Parcel of Land Totaling 2.01 acres, located at 220 Cochran St, Hampton County TMS: 198-00-00-255

Department: Administration

Attachments:

Ordinance _____ Resolution _____ Motion

Support Documents _____ Other

Summary: The Town of Yemassee received an Annexation Application from Joel Campbell for one parcel of land on Cochran Street.

Recommended Action: Approve first reading on Annexation Ordinance 21-04

Council Action:

___ Approved as Recommended

___ Approved with Modifications

___ Disapproved

___ Tabled to Time Certain

___ Other

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(21-04)

An Ordinance Annexing One Parcel of Land owned by Joel Campbell into the Town of Yemassee, South Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, ONE PARCEL OF LAND OF APPROXIMATELY 2.01 ACRES, LOCATED AT 220 COCHRAN STREET OWNED BY JOEL CAMPBELL, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of General Residential and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel General Residential.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150 and Section 5-3-100, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 198-00-00-255 & 2.01 acres, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS ____ Day of ____ 2021

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

Chuck Simmons, Councilmember

Alfred Washington, Councilmember

(Seal)

First Reading:

Second Reading:



Town of Yemassee



Legend

- ◆ Address Points - Beaufort
- Beaufort Parcels
- ◆ Address Points - Hampton
- Hampton Parcels

Zoning

- Office Commercial District
- Conservation Preservation District
- General Residential
- Residential 1 Acre
- Residential 1/2 Acre
- Residential 1/3 Acre
- Residential 1/4 Acre
- Village Commercial District
- Mixed Use
- Light Industrial District
- Agricultural
- Telecommunications Tower
- Transitional
- Utility
- General Residential Townhouse
- Regional Commercial District
- Planned Unit Development
- To Be Determined

Road Names

Roads

- Roads
- Major Roads
- Interstate
- ✕ Railroads
- Beaufort County Boundary
- Hampton County Boundary
- Yemassee Boundary

1: 360ft



500 ft

14 Jan,2021

This map is a user generated static output from rightspot.is mapping site and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Town of Yemassee

Flood Zone Report - Hampton

14 Jan 2021



Hampton Parcels

TMS: 198-00-00-255.
Owner City State ZIP: WILLIAMSTOWN NJ 08094
Owner: CAMPBELL FRANCES %JOEL CAMPBELL

Owner Street Address: 208 BUCKINGHAM CT
Parcel Street Address: 220 COCHRAN

Flood Zones 2010


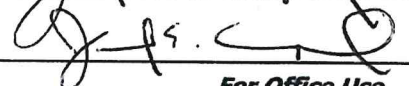
Count	Zone and Subtype	Overlapping Quantities
2	A	21,404sf (0.5acres)
2	X, AREA OF MINIMAL FLOOD HAZARD	163,915.16sf (3.76acres)



**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

*Town of Yemassee
JAN 12 2021
Received*

Yemassee Municipal Complex
P.O. BOX 577
Yemassee, SC 29945-0577
(843) 589-2565

Applicant		Property Owner	
Name: Joel Campbell		Name: Joel Campbell	
Phone: (954) 501-5549		Phone: (954) 501-5549	
Mailing Address: 208 Buckingham Ct Williamstown, NJ 08094-8821		Mailing Address: 208 Buckingham Ct Williamstown, NJ 08094-8821	
E-mail: home@campbellcasa.com		E-mail: home@campbellcasa.com	
Town Business License # (if applicable): N/A			
Project Information			
Project Name: Campbell Property		Acreage: 2.01	
Project Location: 220 Cochran St, Hampton County			
Existing Zoning: General Development (Hampton Zoning)		Proposed Zoning: General Residential (GR)	
Tax Map Number(s): 198-00-00-255			
Project Description: Annexation of 2.01 ac of land on Cochran St, just south of intersection of Solomon St			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) <input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: 		Date: 1/11/2021	
Applicant Signature: 		Date: 1/11/2021	
<i>For Office Use</i>			
Application Number: ANNEX-01-21-1002		Date Received: 1/10/21	
Received By: M. Garnes		Date Approved:	

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Annexation Ordinance 21-05, Consideration of a Request for an Ordinance Approving Annexation of Land, located at 300 Cotton Hall Rd & 400 Trask Pkwy into the Town of Yemassee.

Department: Administration

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Town has received a 100% Annexation Petition from the sole member owner of the LLC that owns these two historical plantations seeking Annexation into the town. The properties are both under restrictive conservation easements which will protect these properties indefinitely against development.

Recommended Action: Town Council approve 1st reading on Annexation Ordinance 21-05

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(21-05)

An Ordinance Annexing Two Parcels of Land owned by The Tomotley Crew, LLC. into the Town of Yemassee, South Carolina.
--

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, TWO PARCELS OF LAND TALLING 1486.84 ACRES, LOCATED AT 300 COTTON HALL RD AND 401 TRASK PKWY OWNED BY THE TOMOTLEY CREW, LLC., IN BEAUFORT COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

As an incident to the adoption of this ordinance, Town Council of Yemassee finds the following facts to exist:

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town by a Petition signed by all persons owning real estate in the area requesting annexation.
- b) A proper Petition has been filed with Town of Yemassee by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the Town of Yemassee under the provisions of South Carolina Section 5-3-150(3) and is requesting the Town's zoning of Transitional and have submitted proper submission materials supporting each application in accordance with Town requirements.
- c) It appears to Town Council that the annexation would be in the best interest of the property owners and the town.
- d) The Town Council is zoning the parcel Transitional.
- e) The Yemassee Town Council finds the proposed annexation and rezoning is consistent with the Yemassee Comprehensive Plan (as amended and revised);

Section 2.

NOW, THEREFOR IT BE ORDAINED by the Mayor and Council of the Town of Yemassee, South Carolina, duly assembled and with authority of the same, pursuant to Section 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the Town of Yemassee, to wit:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as R700 012 000 0001 0000 and R700 013 000 0001 0000 & 770.70 & 716.14, acres, respectively, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS ___ Day of _____ 2021

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Councilmember

Michelle Hagan, Councilmember

Chuck Simmons, Councilmember

Alfred Washington, Councilmember

(Seal)

First Reading: _____
Second Reading: _____



**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

Town of Yemassee

FFR 5 2021

Received

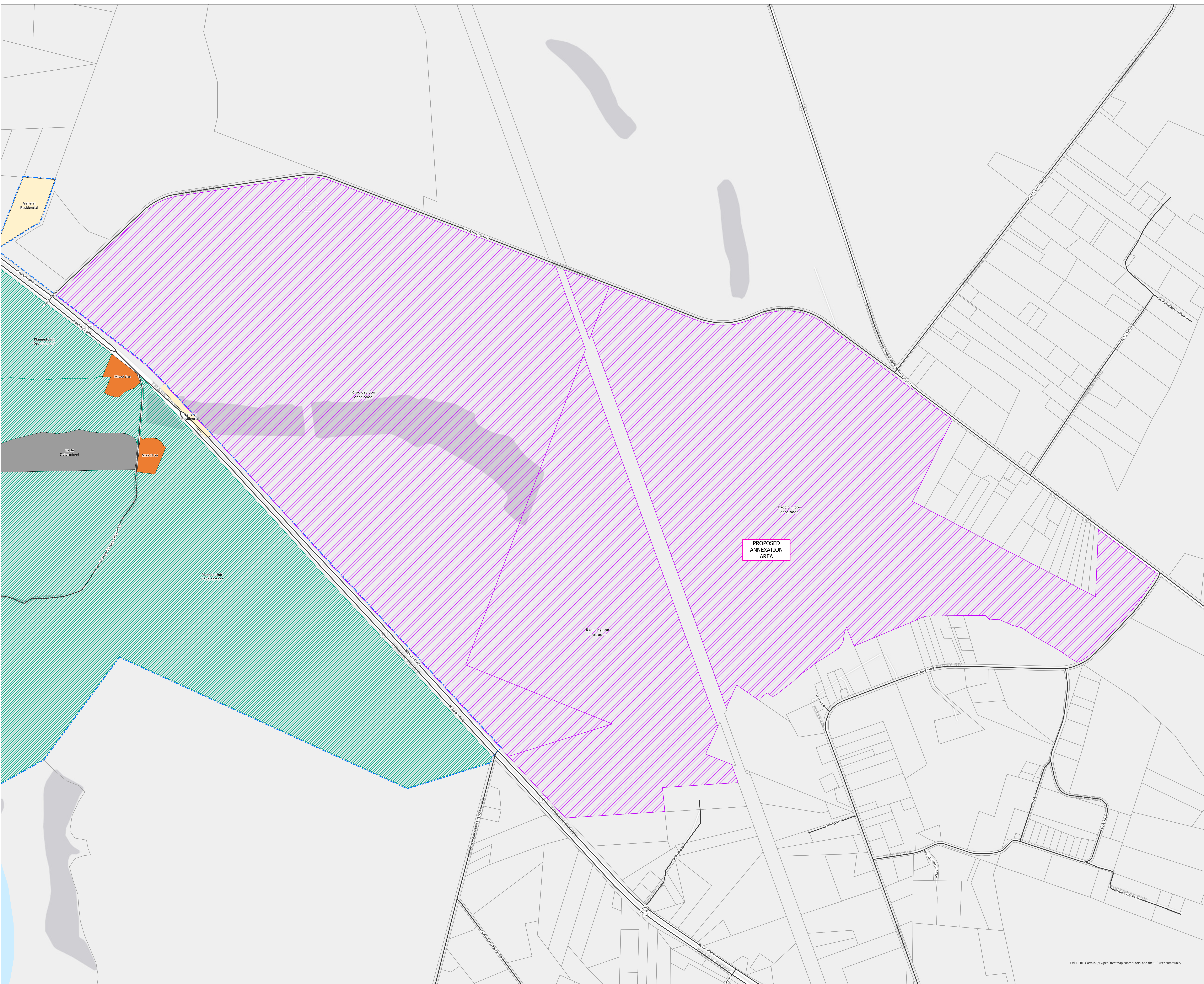
Yemassee Municipal Complex
P.O. BOX 577
Yemassee, SC 29945-0577
(843) 589-2565

Applicant		Property Owner	
Name: The Tomotley Crew, LLC. / <i>Sharon Mansell</i>		Name: The Tomotley Crew, LLC.	
Phone: 843-694-3144		Phone: 843-694-3144	
Mailing Address: 300 Cotton Hall Rd Yemassee, SC 29945		Mailing Address: 300 Cotton Hall Rd	
E-mail: smansell@fightback.law		E-mail: smansell@fightback.law	
Town Business License # (if applicable):			
Project Information			
Project Name: Tomotley Plantation		Acreage: 1486.84	
Project Location: 401 Trask Pkwy, 300 Cotton Hall Rd			
Existing Zoning: T2R Sheldon Rural		Proposed Zoning: Transitional [T]	
Tax Map Number(s): R700 012 000 0001 0000 & R700 013 000 0001 0000			
Project Description: Annexation of two parcels			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) <input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: <i>[Signature]</i>		Date: <i>02/5/21</i>	
Applicant Signature: <i>[Signature]</i>		Date: <i>2/5/21</i>	
For Office Use			
Application Number: <i>ANNX-02-21-1007</i>		Date Received: <i>2/5/21</i>	
Received By: <i>M. Garne</i>		Date Approved:	

**ZONING
DEPARTMENT**

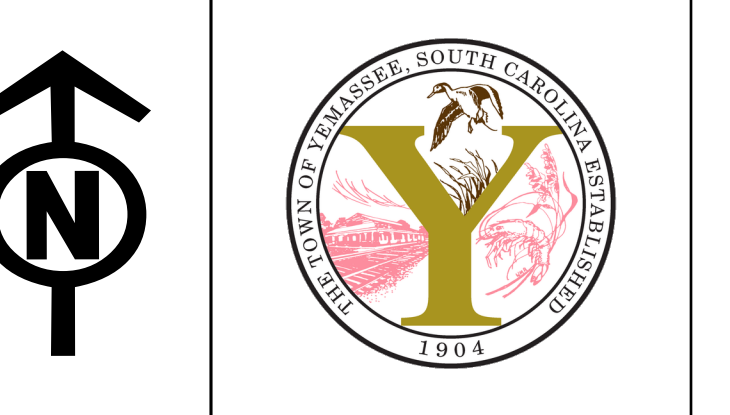
**PROPOSED
ANNEXATION
AREA**

- LEGEND**
- ROADS
 - PROPOSED ANNEXATION AREA
 - TOWN BOUNDARY
 - YEMASSEE ZONING**
 - ZONING DESCRIPTION**
 - General Residential
 - Mixed Use
 - Planned Unit Development
 - To Be Determined
 - PARCELS
 - HYDROLOGY**
 - STREAM/RIVER



DATE CREATED: 2/8/2021	PREPARED BY: SPATIAL ENGINEERING, INC.
DATE UPDATED: 2/8/2021	CARTOGRAPHY BY: GOVI HINES, GISP

0 0.05 0.1 0.2
MILES



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RECORDED
2020 May -29 08:43 AM


BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 3859 Pgs 1706-1714
FILE NUM 2020022210
04/30/2020 10:08:49 AM
RCPT# 973117
RECORDING FEES 15.00
County Tax County 6,490.00
State Tax State 15,340.00

CHANGE DMP Record 5/20/2020 11:19:46 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R700	013	000	0001	0000	00

This Deed was prepared without benefit of title examination by:

Anderson & Brown, LLC
807 1st Street West
Hampton, SC 29924
803.943.2483
Our File #20- 12981

Grantee's Address: ~~PO Box 2545~~ 1180 W Peachtree st, Suite 2040
~~Carrollton, GA 30112~~ Atlanta, GA 30309

Space above this line for recording information only

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE
(General Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, That **WILLIAM MCLEAN MIXON**
AND BARBARA HILL MIXON AS TRUSTEES OF THE MIXON REVOCABLE TRUST
AGREEMENT DATED JULY 24, 2008, hereinafter referred to as GRANTOR, in the State
aforesaid, County aforesaid, in consideration of the sum of ONE MILLION NINE HUNDRED
THOUSAND AND NO/100 (1,900,000.00) DOLLARS for Parcel I and FOUR MILLION AND
NO/100 (\$4,000,000.00) DOLLARS for Parcel II, to him/her/them/it paid at and before the
sealing of these presents by **THE TOMOTLEY CREW, LLC**, a South Carolina limited
liability company, hereinafter referred to as GRANTEE, in the State aforesaid, (the receipt of
which is hereby acknowledged), has/have granted, bargained, sold and released, and by these
presents do/does grant, bargain, sell and release, subject to the Permitted Exceptions as shown on
Exhibit A, unto the said GRANTEE, its Successors and Assigns, forever, in fee simple, the
following described property:

PARCEL I

All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying
and being in the County of Beaufort, State of South Carolina, containing 30 acres, more or less, and
generally bounded, now or formerly, as follows: On the north for a distance of 900 feet by property
of Grantor; on the east for a distance of 1400 feet by property of Grantor; on the south for a distance
of 900 feet by property of Grantor, and on the West for a distance of 1400 feet, more or less by
property of Grantor, all measurements being generally more or less. This parcel is more fully shown
as the Dwelling Area on Exhibit B to that Conservation Easement in favor of Beaufort County Open
Land Trust recorded in Record Book 823 page 992, office of the Register of Deeds for Beaufort

County, SC.

PARCEL II

ALL those certain pieces, parcels or tracts of land, having and containing 515.1 acres, more or less, and 255.6 acres, more or less, with improvements thereon, if any, situate, lying and being in Beaufort County, State of South Carolina, being a portion of Tomotley Plantation, being shown and designated on the plat dated March 31, 1981, partially updated November 29, 1990 by Johnson-Trogdon Surveyors, entitled "Plat of Tomotley Plantation," and recorded in Plat Book 40 at Page 41, in the Register of Deeds Office for Beaufort County, South Carolina, said tracts being combined for purposes of this description, and being more particularly described by metes, bounds, courses and distances as follows: beginning at a corner on the right-of-way of South Carolina Highway 48 and running in an easterly direction along the right-of-way of South Carolina Highway 48 and South Carolina Highway 21 to the right- of-way of South Carolina Highway 235 (excluded therefrom is the out parcel designated on the referenced plat by bearings and distances and fronting on South Carolina Highway 21); thence in a southwesterly direction along South Carolina Highway 235; thence N 56 degrees 48' W, 489.3'; N 64 degrees 50' W, 89.4'; N 59 degrees 33' W, 209.8'; N 55 degrees 39' W, 200.0'; N 76 degrees 00' W, 137.3'; N 65 degrees 48' W, 197.4'; S 87 degrees 18' W, 136.6' N 72 degrees 24' W, 117 .6'; S 87 degrees 36' W, 418.7'; S 88 degrees 31' W, 393.1'; S 67 degrees 10' W, 259.7'; S 64 degrees 09' W, 202.8'; S 63 degrees 50' W, 279.2'; S 63 degrees 09' W, 262.4'; S 59 degrees 56' W, 338.15'; 200.9'; S 57 degrees 30' W, 408.1'; S 36 degrees 07' W, 250.3'; S 46 degrees 42' W, 264.0' to a corner; thence N 46 degrees, 18' W, 667.9' to a corner ; thence S 21 degrees 44' W for a distance of 1342.6' across the railroad right- of-way to a corner; thence S 69 degrees 57' E for a distance of 458.8' to a point on the railroad right-of-way, and thence S 20 degrees 30' E along the right-of-way for a distance of 250.6' to a corner; thence S 83 degrees 21' W for W for a distance of 1331.19' and 1541.45' to a corner on the right-of- way of U.S. Highway 17 and 21; thence N 45 degrees 39 ' W along said right-of-way for a distance of 703,52' to a corner; thence along the common boundary with Cotton Hall Plantation N 67 degrees 30' 24" E, 247.86' ; N 67 degrees 28' E, 441.75' ; N 70 degrees 1.2' 37" E, 230.18' ; N 70 degrees 00' 13" E, 858.25' to a corner; thence N 71 degrees 37' 03" W for a distance of 2223.28' to a corner; thence N 17 degrees 18' E for a distance of 5638.55' across the railroad right-of-way to the point of beginning on South Carolina Highway 48, with all bearings and distances being more or less.

LESS AND EXCEPTING:

ALL that certain parcel of land which is contiguous to the property or properties now/formerly of the Grantor(s) named herein and to which Grantor(s) may claim some interest, located in Beaufort County, South Carolina, lying within what is generally described as the Port Royal Railroad Corridor that runs from Milepost 443.37 in Yemassee, South Carolina, to Milepost 468.31 in Port Royal, South Carolina, as depicted on that certain plat prepared by David E. Gasque, R.L.S., consisting of 37 pages, dated May 15, 2015, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 142 at Page 1.

ALSO LESS AND EXCEPTING: All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, containing 30 acres, more or less, and generally bounded, now or formerly, as follows: On the north

for a distance of 900 feet by property of Grantor; on the east for a distance of 1400 feet by property of Grantor; on the south for a distance of 900 feet by property of Grantor, and on the West for a distance of 1400 feet, more or less by property of Grantor, all measurements being generally more or less. This parcel is more fully shown as the Dwelling Area on Exhibit B to that Conservation Easement in favor of Beaufort County Open Land Trust recorded in Record Book 823 page 992, office of the Register of Deeds for Beaufort County, SC.

PARCEL I AND II COMBINED AS TMS #: R700-014-000-095-0000

It is understood that Parcel I as described above is a portion of Parcel II, is not being subdivided from Parcel II, and all property as shown on the certain plat dated March 31, 1981, partially updated November 29, 1990 by Johnson-Trogdon Surveyors, entitled "Plat of Tomotley Plantation," and recorded in Plat Book 40 at Page 41, in the Register of Deeds Office for Beaufort County, South Carolina except for the railroad right of way is being conveyed by Grantor to Grantee in this conveyance. This plat is incorporated into and made a part of this description by reference.

Parcels I and II are a portion of the property conveyed to William McLean Mixon and Barbara Hill Mixon as Trustees of the Mixon revocable Trust Agreement dated July 24, 2008 by deed of William M. Mixon and Barbara H. Mixon dated July 24, 2008 and recorded on August 05, 2008 in the office of the Register of Deeds for Beaufort County in Book 02753 pages 0850-0853.

This conveyance is made subject to that certain Conservation Easement in favor of Beaufort County Open Land Trust recorded in the office of the Register of Deeds for Beaufort County in Book 823 at page 992-1009.

TO HAVE AND TO HOLD all and singular the premises before mentioned, subject to the Permitted Exceptions as shown on Exhibit A, unto the said GRANTEE, its Successors and Assigns, forever, in fee simple.

AND GRANTOR do/does hereby bind himself/herself/itself/themselves and his/her/its/their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided against himself/herself/itself/themselves and his/her/its/their Heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the Gender of the Grantee.

- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS whereof the Grantor has set his/her/its/their hand and seal this 28th day of

April in the Year of our Lord two thousand and twenty.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Jerry Harrison
Witness #1

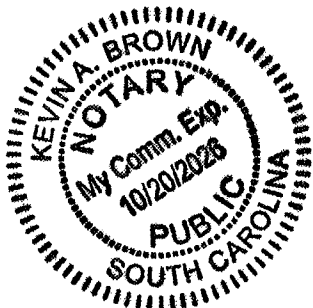
William McLean Mixon Trustee
William McLean Mixon Trustee of the Mixon
Revocable Trust Agreement dated July 24, 2008

[Signature]
Witness #2/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28th day of April, 2020 by
**WILLIAM MCLEAN MIXON TRUSTEE OF THE MIXON REVOCABLE TRUST
AGREEMENT DATED JULY 24, 2008.**



[Signature]
Notary Public of South Carolina
My Commission Expires: 10-20-26
Notary Name Printed: Kevin A. Brown

EXHIBIT A

1. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Taxes for the year 2020 and subsequent years, a lien not yet due and payable.
3. Riparian rights nor any claim adverse to the owner of any property below mean high water mark of rivers, creeks, ocean and to any property which is or might be considered marsh, swamp, ponds or tidal flow areas, or which may be claimed by any governmental or quasi-governmental entity, or title to any portion of the insured premises that may be accreted as defined in the Coastal Tideland, and Wetland Act, Section 48-39-10 of the South Carolina Code of Laws, 1976, as amended.
4. Any loss or damage resulting from any portion of subject property insured hereunder being located within a flood plain hazard area as established by the Federal Insurance Administration.
5. The provisions of Zoning and Development Standards Ordinance of Beaufort County, South Carolina.
6. The exact amount of acreage contained in the property described herein.
7. Loss or damage which might arise out of roll-back taxes as contemplated under Title 12, Article 3 of the South Carolina Code of Laws of 1976 as amended, Provision-Sections 12-43-220.
8. Easements as indicated on plat prepared by R. D. Trogdon, Jr., R.L.S. #2712, dated March 31, 1981 and State Highway and roads through property as shown on plat recorded in Plat Book 32 at page 201 in the Office of the Register of Deeds for Beaufort County, South Carolina.
9. Agreement by Robert H. McCurdy with County of Beaufort dated July 6, 1920 and recorded in Deed Book 37 at page 440 in the Office of the Register of Deeds for Beaufort County, South Carolina.
10. Agreement among Robert H. McCurdy, the Pat Wall Company, Arios Bowman and Isabelle Beaufain dated May 3, 1920 and recorded in Deed Book 37 at page 441 in the Office of the Register of Deeds for Beaufort County, South Carolina.
11. Easement from Francis B. Thorne and Ann A,T, Titus to South Carolina Power Company dated May 27, 1937 and recorded in Deed Book 54 at page 55 in the Office of the Register of Deeds for Beaufort County, South Carolina.
12. Easement from the Estate of Francis B. Thorne to South Carolina Power Company dated November 1, 1950 and recorded in Deed Book 70 at page 71 in the Office of the Register of Deeds for Beaufort County, South Carolina.
13. Right-of -way from Oscar H. Bishop to South Carolina Electric & Gas Company dated June 2, 1953 and recorded in Deed Book 74 at page 382 in the Office of the Register of Deeds for Beaufort County, South Carolina.

14. Easement from Jesse H. Hiott to South Carolina Electric & Gas Company dated February 16, 1954 and recorded in Deed Book 77 at page 193 in the Office of the Register of Deeds for Beaufort County, South Carolina.
15. Subject to an Easement of ingress and egress over and atop a dike as set forth in the deed from Norman H. Volk to Thomas L. Crosby, Jr. dated December 18, 1990 and recorded January 18, 1991 in Deed Book 567 at Page 278 in the Office of the Register of Deeds for Beaufort County, South Carolina.
16. Subject to an Agreement as to the mutual use of water and the maintaining of waters in certain diked areas as set forth in the deed from Norman H. Volk to Thomas L. Crosby, Jr. dated December 18, 1990 and recorded January 18, 1991 in Deed Book 567 at Page 278 in the Office of the Register of Deeds for Beaufort County, South Carolina.
17. Terms of the Conservation Easement from William M. and Barbara H. Mixon to Beaufort County Open Land Trust of a Portion of Tomotley Plantation dated December 11, 1995 and recorded in Book Deed Book 823 Page 992 on December 19, 1995 in the Office of the Register of Deeds for Beaufort County.
18. Quit Claim Deed by William McLean Mixon and Barbara Hill Mixon to Beaufort-Jasper Water and Sewer Authority dated October 13, 2015 and recorded October 19, 2015 in Book 3436 at Page 3281 in the Office of the Register of Deeds for Berkeley County.

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

} AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by William McLean Mixon and Barbara Hill Mixon, as Trustees of the Mixon Revocable Trust Agreement dated July 24, 2008 to The Tomotley Crew, LLC on April 30, 2020.

3. Check one of the following: The deed is
- (A) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (C) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
_____(Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
- (A) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5,900,000.00.
- (B) _____ The fee is computed on the fair market value of the realty which is _____.
- (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
- (A) Place the amount listed in item 4 above here: \$5,900,000.00
- (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: \$5,900,000.00

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 21,830.00.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative, Grantor, or Grantee.

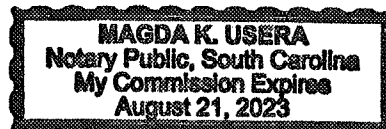
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Susan M. Smythe

Responsible Person Connected with the Transaction
Susan M. Smythe, Attorney for Grantee

Sworn this 30th day of April, 2020.

Magda K. Usera
Notary Public for South Carolina
Magda K. Usera
My Commission Expires: 8/21/23



PROVISIONS OF THIS CONSERVATION EASEMENT ARE
SUBJECT TO ARBITRATION IN ACCORDANCE WITH
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT

42441

CONSERVATION EASEMENT

FROM

WILLIAM M. MIXON AND BARBARA H. MIXON

OF

A PORTION OF TOMOTLEY PLANTATION

SHELDON TOWNSHIP

BEAUFORT COUNTY

SOUTH CAROLINA

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BEAUFORT COUNTY OPEN LAND TRUST
CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 11th day of December, 1995, by WILLIAM M. MIXON and BARBARA H. MIXON ("Grantors"), having an address of Post Office Box 555, Yemassee, SC 29945, to and in favor of the BEAUFORT COUNTY OPEN LAND TRUST ("Grantee"), a South Carolina non-profit charitable corporation with a business address at 918 Craven Street, Beaufort, SC 29902.

WHEREAS, Grantors are the sole owners in fee simple of certain real property located in the Combahee River Basin in the County of Beaufort, South Carolina, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Protected Property"); and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit organization qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code, whose primary purpose is the retaining, protecting, and preserving of natural, scenic, and open-space aspects of real property and of protecting and preserving the land, water, and vistas of special scenic and aesthetic significance in Beaufort and adjacent counties; and

WHEREAS, the ACE Basin Focus Area has in recent years suffered a tremendous loss of critical ecosystems, scenic Protected Property, wetlands, wildlife habitat, timberland, and other natural resources; and

WHEREAS, land in Beaufort County is currently being intensively developed for residential and commercial use; and

WHEREAS, the State of South Carolina has recognized the ecological, natural, historic, and cultural value of the Combahee River through the South Carolina Rivers Assessment (1988) conducted by the South Carolina Water Resources Commission and the National Park service which ranked the Combahee River a Value Class One as a Wildlife Habitat River, an Undeveloped River, and an Historic and Cultural River; and

WHEREAS, by act of the Legislature of the State of South Carolina, as codified in the Code of Laws of South Carolina 1976, as amended, Section 27-8-10, et. seq., the State of South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and by Section 27-8-20, recognizes and authorizes the Beaufort County Open Land Trust to hold conservation easements; and

WHEREAS, the Protected Property, a portion of what was known as Tomotley Plantation, is part of the Combahee River Basin and the Ashepoo-Combahee-Edisto Basin ("ACE Basin"); and

WHEREAS, the Protected Property lies within the 350,000 acres of the ACE Basin Focus Area, one of the largest undeveloped estuaries and associated wetlands on the East Coast of the United States, featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of state and federal agencies, conservation groups, and private landowners working to protect and enhance the region's natural resources and traditional recreational and commercial uses; and

WHEREAS, the ACE Basin Focus Area, because of its extreme importance to migratory waterfowl, has been designated as deserving of protection under the North American Waterfowl Management Plan, the Emergency Wetlands Resources Act of 1986, and numerous additional federal and state conservation policies; and

WHEREAS, the Protected Property is a natural area of great scenic beauty, as viewed by the public from public roads and waterways, and contains productive forest and farm land, forested wetlands, mixed pine hardwood ecosystems, managed wetlands (impoundments), habitat for bald eagles, wood storks and other endangered plant and animal species, and has substantial value for its natural, ecological and scientific resources; and

WHEREAS, the Protected Property presently possesses significant natural, historic, ecological, wildlife, habitat, and open space values (collectively "conservation values") of great importance to Grantors, to Grantee, and to the people of South Carolina and of this nation; and

WHEREAS, the specific conservation values of the Protected Property are documented in a report to be held on file at the offices of Grantee and incorporated herein by reference ("Baseline Documentation"), which consists of documentation that the parties agree provides, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantors believe that with the intelligent and careful use of conservation easements, the resources, habitat, beauty, and unique ecological character of the Protected Property and the ACE River Basin can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, Grantors intend to preserve and protect the conservation values of the Protected Property in perpetuity; and

WHEREAS, Grantors are willing to forego forever the right to exploit fully the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Internal Revenue Code of 1986 and the laws of the State of South Carolina, as amended, Grantors hereby voluntarily grant and convey to Grantee and its successors and permitted assigns, a conservation easement in perpetuity over the Protected Property, as more particularly described on Exhibit "A" attached hereto and made a part hereof, of the nature and character and to the extent hereinafter set forth ("Easement"). Grantors herein declare that the Protected Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants, conditions, restrictions, and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. **PURPOSE.** It is the purpose of this Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition for conservation purposes and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the Protected Property, the wildlife habitat on the Protected Property, and the Protected Property's natural resources and associated ecosystems.

2. **RIGHTS OF GRANTEE.** Grantors hereby grant the following rights to the Grantee:

(a) to prevent Grantors or third persons from conducting any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement, and to require of Grantors or third persons the restoration of such areas or features of the Protected Property that may be damaged by an inconsistent activity or use which shall be occasioned by Grantors or by third persons, respectively; and

(b) to enter upon the Protected Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Protected Property.

3. **PROHIBITED USES.** Subject to the reserved rights set forth in Paragraph 4 below, Grantors will not perform or permit the following acts or uses on, over, or under the Protected Property:

(a) subdivision of the Protected Property;

(b) mining, excavating, dredging, or removing from the Protected Property of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit, provided however, the

dredging and renovation of existing ditches and canals to maintain drainage shall be a permitted use hereunder;

(c) commercial uses of the Protected Property;

(d) constructing or placing of any building, mobile home, or other temporary or permanent structure or facility on or above the Protected Property;

(e) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Protected Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other substance not generated on the Protected Property;

(f) uses of the Protected Property that would significantly alter the topography, water systems, wetlands, or habitat on the Protected Property; and

(g) cutting, removing, or otherwise destroying trees, grasses, or other vegetation.

(h) the paving with asphalt or concrete of any roads except that the driveway or entry road from the public road to the Grantors' residence may be paved.

4. **RESERVED RIGHTS.** Notwithstanding the provisions of Paragraph 3, Grantors reserve the right to engage in all acts and uses not expressly prohibited herein including, by way of illustration and not in limitation of the generality of the foregoing, the following rights, uses, and activities which shall be permitted by this Easement:

(a) in order to preserve and enhance Grantors' use and enjoyment of the improvements within the area marked "Dwelling Area," containing 30 acres more or less, as outlined in red on the copy of the aerial photograph attached hereto and incorporated herein as Exhibit "B," to repair, remodel, and expand existing buildings and structures, including docks, to construct additional buildings and improvements within the "Dwelling Area," including by way of illustration and not in limitation, a swimming pool, gazebo, guest house, and barns and such other outbuildings as are customarily appurtenant to similar plantation residences in Beaufort County, and to replace existing or permitted buildings or docks destroyed after the effective date of this Easement;

(b) the right to cut and remove grass or other vegetation, and to perform routine maintenance and upkeep consistent with the purpose of the Easement within the "Dwelling Area" as shown on Exhibit "B";

(c) the right to selectively cut or clear, including burning, of vegetation and mowing of existing fields for habitat enhancement and protection, fire protection, unpaved trail and road maintenance, tick control, the preservation of vistas, or otherwise to preserve the present condition of the Protected Property;

(d) the right to drill for water on the Protected Property and to make available water wells and septic systems for any existing or permitted structures on the Protected Property;

(e) the right to harvest, plant, cultivate, and otherwise manage timber in accordance with prudent forestry practices;

(f) the right to conduct farming and agricultural activities in accordance with prudent agricultural practices;

(g) subject to the provisions of Paragraphs 5 and 7, the right to extract subsurface minerals, oil, and gas from the Protected Property;

(h) the right to create and manage ponds, ditches, canals, and dikes for the purpose of wildlife habitat enhancement, agriculture, drainage, or fire protection;

(i) the right to lease all or a portion of the Protected Property, it being understood that any such lease shall be subject to this Easement in all respects; and

(j) the right to engage in any outdoor recreational activities, including hunting and fishing, that are not disruptive of the natural environment and are in compliance with all applicable federal, state, and local statutes and regulations.

(k) the right to restore to its natural state one (1) manmade high-ground impoundment area which lies to the south of and adjacent to the "Dwelling Area."

5. APPROVAL BY GRANTEE; NOTICE TO GRANTEE.

5.1 Approval by Grantee. The exercise of any right to extract subsurface minerals, oil, and gas from the Protected Property under Paragraph 4(g) shall be subject to the prior approval by Grantee of the site for such proposed activity. Such approval, which shall not be unreasonably withheld, shall take into account the following:

(a) whether use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible to the general public;

(b) whether use of the site for the proposed activity would destroy an important habitat;

(c) whether use of the site for the proposed activity would destroy prime agricultural soils;

(d) in the case of any proposal to build new structures,

whether significant new road construction would be necessary to provide access to the site;

(e) whether the proposed activity or use of the site for the proposed activity, would otherwise significantly impair the conservation values of the Protected Property.

5.2 Notice to Grantee. Not less than sixty (60) days prior to the exercise of any right to extract subsurface minerals, oil, and gas from the Protected Property under Paragraph 4(g), Grantors agree to notify Grantee in writing. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity, in sufficient detail to permit Grantee to monitor such activity. Failure to give such notice as may be required by this paragraph shall be a breach of this Easement and shall entitle Grantee to such remedies as may be available under Paragraph 9. See also Paragraph 16 with respect to notice to Grantee concerning the transfer of any interest in all or a portion of the Protected Property.

6. AGRICULTURE, FORESTRY, AND AQUACULTURE. Grantors reserve the right to conduct activities in connection with agriculture, forestry, and aquaculture on the Protected Property, and to construct, repair, and maintain new barns and related buildings to the extent reasonably necessary in connection with said agriculture, forestry, and aquaculture activities. For the purposes hereof, "agriculture," "forestry," and "aquaculture" shall include agriculture, animal husbandry, aquaculture, floriculture, and horticulture; the production and sale of plant and animal products, including fish or fish products grown or produced on the Protected Property for domestic or commercial purposes, including the growing, stocking, storing, and distribution of trees of any size capable of producing timber and other wood products; and the cutting and sale of timber and other wood products.

6.1 Management. Forestry, agricultural, and aquacultural management activities shall be in accordance with the then current reasonable practices currently in use on privately held properties of a similar character in Beaufort County.

6.2 Further Limitation on Agricultural Activity. In connection with any agricultural activity on the Protected Property, the use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls will be permitted only if such use is in compliance with all applicable federal, state, and local statutes and regulations, and only to the extent such use does not have a demonstrable detrimental effect on the conservation values of the Protected Property.

7. SUBSURFACE MINERAL EXTRACTION. Pursuant to Paragraph 4(g), Grantors reserve the right to explore for and extract subsurface minerals (not including gravel, sand, and salt), oil,

gas, and geothermal energies and pressures from the Protected Property. Such subsurface exploration or development may be carried on only in such manner and with the use of such methods that any impact on the surface of the Protected Property will not be greater than a limited, localized impact, and no permanent destruction of any of the conservation values of the Protected Property may occur.

8. **ARBITRATION.** In the event there is a disagreement between the Grantors and the Grantee as to whether or not i) the Grantors have acted unreasonably in the exercise of any discretionary power reserved by the Grantors, such as approving certain requests made by the Grantee; or ii) the Grantee has acted unreasonably in the exercise of any discretionary power granted to the Grantee, such as approving any request made by the Grantors (collectively "Arbitration Issues"), the Arbitration Issue shall be resolved by a committee made up of three individuals who have reasonable experience with conservation easements and land uses of similar properties. One individual shall be selected by the Grantee, one individual shall be selected by the Grantors, and the other individual shall be selected by the two individuals selected by the Grantee and the Grantors. The committee shall determine by majority vote the Arbitration Issue. The determination of the committee shall be binding upon the Grantee and the Grantors. Only Arbitration Issues shall be subject to the South Carolina Uniform Arbitration Act. In the event that a dispute includes issues in addition to an Arbitration Issue, the matter shall not be subject to arbitration.

9. **GRANTEE'S REMEDIES.** If Grantee determines that Grantors are in violation of the terms of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Protected Property so injured. If Grantors fail to cure the violation within ninety (90) days after receipt of notice thereof from Grantee (if under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, if Grantee shall fail to begin curing such violation within ninety (90) day period, or fail to continue diligently to cure such violation until finally cured), Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any

corrective action on the Protected Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement, shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

9.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantors, shall not be deemed or construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Easement, or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver. Nothing in this paragraph shall be deemed to waive or make inapplicable the South Carolina Statute of Limitations.

9.3 Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control, including, without limitation, trespass by third persons, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

10. ACCESS. No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

11. COSTS, LIABILITIES, AND TAXES. Grantors, and the successors in title to Grantors, retain all responsibilities and

shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage, but excepting any taxes levied directly to or upon Grantee.

12. PERCENTAGE INTERESTS IN THE FAIR MARKET VALUE OF THE PROTECTED PROPERTY. For the purpose of this Paragraph 12.1, the parties hereto stipulate that as of the date of this grant, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the date of this grant to the value of the Protected Property, without deduction for the value of the Easement, on the date of this grant. The values on the date of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. The parties shall include the ratio of those values with the Baseline Documentation of the Protected Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantors and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

12.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, on the event of any sale of all or a portion of the Protected Property (or any other Protected Property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantors and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount shall be reserved to Grantors) in accordance with their respective percentage interests in the fair market value of the Protected Property. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

13. CONDEMNATION. If all or a part of the Protected Property is taken, in whole or in part, by exercise of the power of eminent

domain, Grantors and Grantee shall be respectively entitled to compensation in accordance with applicable law.

14. LIMITATIONS ON AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be recorded in the official land records of Beaufort County, South Carolina. Nothing in this paragraph shall require Grantors or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

15. ASSIGNMENT. The benefits of this Easement shall be in gross and shall not be assignable by the Grantee except (i) if as a condition of any assignment, the Grantee requires that the purpose of this Easement continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under South Carolina law as an eligible donee to receive this Easement directly. In the event that Grantee ceases to exist, or exists but no longer as a tax-exempt non-profit organization, qualified under Section 501(c)(3) and 179(h)(3) of the Internal Revenue Code of 1986, as amended, then this Easement shall automatically become vested in the following tax-exempt non-profit organizations, qualified under Section 501(c)(3) and 179(h)(3) of the Internal Revenue Code of 1986, as amended:

Wetlands America Trust, Inc.

16. TRANSFERS. Grantors agree to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantors transfer any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

17. **NOTICES.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantors: William M. Mixon
Barbara H. Mixon
Post Office Box 555
Yemassee, SC 29945

To Grantee: Beaufort County Open Land Trust
918 Craven Street
Beaufort, SC 29902

or to such other address as any of the above persons from time to time shall designate by written notice to the other.

18. **RECORDATION.** Grantors shall record this instrument in a timely fashion in the RMC and/or Clerk of Court's office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

19. **EFFECTIVE DATE.** Grantors and Grantee intend that the restrictions arising hereunder take effect on the day and year this DEED OF CONSERVATION EASEMENT is recorded in the RMC and/or Clerk of Court's office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

20. **GENERAL PROVISIONS.**

20.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

20.2 **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

20.3 **Entire Agreement.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

TO HAVE AND TO HOLD unto Grantee, its Successors and Assigns forever.

IN WITNESS WHEREOF, Grantors and Grantee have set their hands under seal on the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

W. Brantley Harvey Jr.
Witness 1

Susan M. Lanier
Witness 2

GRANTORS:

William M. Nixon
WILLIAM M. MIXON

Barbara H. Nixon
BARBARA H. MIXON

W. Brantley Harvey Jr.
Witness 1

Susan M. Lanier
Witness 2

ACCEPTED BY GRANTEE:

BEAUFORT COUNTY OPEN LAND
TRUST, INC.

By: R. Bruce McBratney
R. BRUCE McBRATNEY
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Susan M. Lanier and made oath that she saw the within named WILLIAM M. MIXON and BARBARA H. MIXON, sign, seal, and as their act and deed, deliver the within written Conservation Easement, and that she, with W. Brantley Harvey, Jr., witnessed the execution thereof.

Susan M. Lanier
Witness 2

SWORN to before me, this 11th
day of December, 1995:

W. Brantley Harvey Jr.
Notary Public for South Carolina

My Commission Expires: 12-5-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Susan M. Lanier who made oath that she saw the within named BEAUFORT COUNTY OPEN LAND TRUST, by R. BRUCE McBRATNEY, its President, sign, seal, and as its act and deed, deliver the within written Conservation Easement, and that she, with W. Brantley Harvey, Jr., witnessed the execution thereof.

Susan M. Lanier
Witness 2

SWORN to before me, this 11th day of December, 1995:

W. Brantley Harvey Jr.
Notary Public for South Carolina

My Commission Expires: 12-5-95

REAL ESTATE DESCRIPTION
CONSERVATION EASEMENT ON TOMOTLEY PLANTATION

ALL that certain piece, parcel or tract of land situate, lying, and being in Sheldon Township, Beaufort County, South Carolina, containing 770.7 acres, more or less, (being 255.6 acres on the west side of the right of way of the railroad, formerly known as the Charleston and Western Carolina Railroad, now owned by the South Carolina State Ports Authority, and 515.1 acres on the east side of said railroad) with the improvements thereon, being a portion of Tomotley Plantation, being shown and designated on the plat of survey of Tomotley Plantation dated March 31, 1981, partially updated November 29, 1990, by Johnson-Trogdon Surveyors, entitled "Plat of Tomotley Plantation," and recorded in Plat Book 40 at Page 41, in the office of the RMC for Beaufort County, South Carolina, reference to which plat is prayed for a fuller and more complete description as to metes, bounds, courses, and distances.

This is the same tract of land containing 770.7 acres (sometimes described as two tracts containing 515.1 and 255.6 acres each) acquired by the Grantor, William M. Mixon, by Deed from Thomas L. Crosby, Jr., dated December 19, 1990, and recorded in Deed Book 567 at Page 292, in the records of the RMC for Beaufort County, South Carolina; an undivided one-half (1/2) interest in said tract having been conveyed to Barbara H. Mixon having been acquired by Deed from William M. Mixon dated July 14, 1992, and recorded in Deed Book 602 at Page 2139, in the records of the RMC for Beaufort County, South Carolina.

This is shown on the Beaufort County Tax Maps as District 700, Map 13, Parcel 1.

This grant of Conservation Easement prepared by W. Brantley Harvey, Jr., Esq. of the law firm of Harvey & Battey, P.A., 1001 Craven Street, Beaufort, South Carolina 29902.

Exhibit A

1008

900 ft

1200 ft

900 ft

A to B



HB 8409
JOHN A. FOLEY
COUNTY CLERK
CHARLOTTE COUNTY, S.C. */MCL*
95 DEC 19 PM 12:55
BK *823* PG *992*
FOLDER #

1009



Beaufort County, South Carolina

generated on 2/8/2021 10:09:53 AM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R700 013 000 0001 0000	00523543	300 COTTON HALL RD,	2/5/2021	2020	2020

Current Parcel Information

Owner	TOMOTLEY CREW LLC	Property Class Code	AgImp Classified
Owner Address	1180 W PEACHTREE ST SUITE 2040 ATLANTA GA 30309	Acreege	770.7000
Legal Description	TOMOTLEY PLANT RESIDENCE SUBJ TO ROLL BACK TAX LIEN TOMOTLEY PLANT PASTURELAND SPLIT 5/91 714.0 AC 20/54 SPLIT 5/91 18.5 AC 26/147 4/02 5.00 AC ADDED BACK INTO PARCEL SEE NOTEM SCREEN SUBJ TO ROLL BACK TAX LIEN TIMBERLAND		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2020	\$1,825,000	\$578,100	\$2,403,100	\$5,910.48	\$5,910.48
2019	\$1,825,000	\$578,100	\$2,403,100	\$5,803.63	\$5,803.63
2018	\$1,825,000	\$578,100	\$2,403,100	\$5,578.66	\$5,578.66
2017	\$1,326,200	\$652,900	\$1,979,100	\$5,982.83	\$5,982.83
2016	\$1,326,200	\$652,900	\$1,979,100	\$5,813.15	\$5,813.15
2015	\$1,326,200	\$652,900	\$1,979,100	\$5,658.77	\$5,658.77
2014	\$1,326,200	\$652,900	\$1,979,100	\$5,565.30	\$5,565.30
2013	\$1,326,200	\$652,900	\$1,979,100	\$5,453.70	\$5,453.70
2012	\$1,894,560	\$760,855	\$2,655,415	\$2,961.68	\$2,961.68
2011	\$1,894,560	\$760,855	\$2,655,415	\$3,736.31	\$3,736.31

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
MIXON WILLIAM MCLEAN BARBARA HILL	3859 1706	4/28/2020	Ge		\$5,900,000
MIXON BARBARA H	2753 850	7/24/2008	Fu		\$1
MIXON WILLIAM M	602 2139	7/14/1992	Fu		\$10
CROSBY THOMAS L JR	567 292	12/19/1990	Fu		\$1
MIXON WILLIAM M	567 292	12/19/1990	Fu		\$1,135,395

VOLK NORMAN H TRUSTEE BOSTWICK DOLLY VON S (LIFE ESTATE) %	567 278	12/19/1990	Fu	\$3,116,401
BOSTWICK DOLLY VON S	465 2229	11/1/1986	Fu	\$960,900
BOSTWICK DOLLY VON S	1983 18	1/1/1983	Ex	\$0
		12/31/1776	Or	\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1911	1.0	07	590	
R01	DWELL	Dwelling	1911	1.0	07	5,685	
R02	DWELL	Dwelling	1924	1.0	05	2,709	
R03	DWELL	Dwelling	1924	1.0	03	1,520	
R04	DWELL	Dwelling	1924	1.0	03	1,420	
R05	DWELL	Dwelling	1924	1.0	03	1,830	
R01	ATTGAR	Attached Garage	1911	0	0		1,184
R01	MACHINE	General Purpose Bldg x Other	1924	0	0		1,775
R05	UTLSHED	Residential Shed - Small Util	1924	0	0		580
R01	UTILROOM	Residential Utility/Stg Room	1911	0	0		60
R05	UTLSHED	Residential Shed - Small Util	1924	0	0		300
R01	LOAFING	Livestock Loafing Shed	1924	0	0		1,178
R05	CARSHEDO	Car shed / carport - detached	1900	0	0		64
R01	HAYCOVER	Storage - Hay Cover	1924	0	0		1,250
R05	UTLSHED	Residential Shed - Small Util	1924	0	0		432
R01	LOAFING	Livestock Loafing Shed	1924	0	0		1,536
R05	UTLSHED	Residential Shed - Small Util	1900	0	0		522
R01	LOAFING	Livestock Loafing Shed	1976	0	0		1,650
R05	DETGAR	Residential Detached Garage	1924	0	0		456
R01	LOAFING	Livestock Loafing Shed	1924	0	0		2,080
R01	LOAFING	Livestock Loafing Shed	1975	0	0		1,800



Beaufort County, South Carolina

generated on 2/8/2021 10:08:58 AM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R700 012 000 0001 0000	00522875	401 TRASK PKWY,	2/5/2021	2020	2020

Current Parcel Information

Owner	TOMOTLEY CREW LLC	Property Class Code	AgImp Classified
Owner Address	1180 WEST PEACHTREE ST SUITE 2040 ATLANTA GA 30309	Acreage	716.1400
Legal Description	OTHER RESIDENCES SUBJ TO ROLL BACK TAX LIEN PASTURE SUBJ TO ROLL BACK TAX LIEN POND & MARSHLAND		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2020	\$1,219,900	\$1,081,200	\$2,301,100	\$17,374.88	\$17,374.88
2019	\$1,219,900	\$1,081,200	\$2,301,100	\$17,151.08	\$17,151.08
2018	\$1,219,900	\$1,081,200	\$2,301,100	\$16,359.45	\$16,359.45
2017	\$1,729,200	\$950,500	\$2,679,700	\$15,532.14	\$15,532.14
2016	\$1,729,200	\$950,500	\$2,679,700	\$15,138.64	\$15,138.64
2015	\$1,729,200	\$950,500	\$2,679,700	\$14,502.73	\$14,502.73
2014	\$1,729,200	\$950,500	\$2,679,700	\$14,772.71	\$14,772.71
2013	\$1,729,200	\$950,500	\$2,679,700	\$9,763.53	\$9,763.53
2012	\$2,470,178	\$1,235,089	\$3,705,267	\$8,827.17	\$8,827.17
2011	\$2,470,178	\$1,235,089	\$3,705,267	\$8,706.63	\$8,706.63

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DEKOCK S A TRUSTEE (JC & AJ HARDEN	3923 539	10/15/2020	Li		\$5,900,000
HARDEN JOSEPH C ALLYSON J	615 2470	12/31/1992	Fu		\$1
DOUGLAS L Y	326 1532	7/1/1981	Fu		\$990,000
DOUGLAS L Y	204 119	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1931	2.0	06	1,680	
R01	DWELL	Dwelling	1931	2.0	06	6,122	
R02	DWELL	Dwelling	1931	1.0	03	1,756	
R03	DWELL	Dwelling	1931	1.0	01	526	
R01	ATTGAR	Attached Garage	1931	0	0		710
R03	POOL	Residential Pool In Ground	1964	0	0		800
R03	HAYCOVER	Storage - Hay Cover	1967	0	0		1,680
R03	CONCAPRN	Residential Concrete Apron	1967	0	0		1,048
R03	MACHINE	General Purpose Bldg x Other	1931	0	0		3,979
R03	LOAFING	Livestock Loafing Shed	1967	0	0		3,000
R03	LOAFING	Livestock Loafing Shed	1967	0	0		3,000

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Ordinance 21-06, Consideration of a Text Amendment to the Town of Yemassee Code, Chapter 5, Section(s) 5.601 through 5.634, Specifically the amending of references of other code sections within Chapter 5, which provide updates to the National Flood Insurance Program (NFIP) and FEMA's re-evaluation of flood hazards within the Town of Yemassee reflected in updated Flood Insurance Rate Maps.

Department: Administration

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Flood Ordinance was recently amended and upon submission of the executed ordinance, staff from the South Carolina Department of Natural Resources informed the town of inconsistencies with references within the newly adopted code. Additionally, an FIRM map for Hampton County was not officially adopted as it is not yet prepared, however, we are enclosing the most recent edition of the Hampton County map.

Recommended Action: Town Council approve first reading on the Text Amendment.

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

ATTACHMENTS:

ATTACHMENT A: Proposed Ordinance update with text amendment updating the Yemassee Town Code, Chapter 5, Section 6.

ATTACHMENT B: Existing Ordinance as approved in November 2020

ATTACHMENT C: Original Flood Control Ordinance

ATTACHMENT D: Letter of Final Determination from the Federal Emergency Management Agency

ATTACHMENT E: Correspondence from the South Carolina Department of Natural Resources

ATTACHMENT F: Updated FIRM Maps for Beaufort County

ATTACHMENT G: Most recent FIRM map for Hampton County

Article VI**Flood Damage Control**Town of Yemassee.

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Article I. General Standards

5.601 Statutory Authorization

Municipality - The Legislature of the State of South Carolina has in SC Code of Laws, Title 5 and Title 6, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Council of the Town of Yemassee, South Carolina does ordain as follows:

5.602 Findings of Fact The Special Flood Hazard Areas of the Town of Yemassee are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

5.603 Statement of Purpose and Objectives - It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters, or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

5.604 Lands to Which this Ordinance Applies This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the Town of Yemassee as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Rate Map dated September 1, 1986, and its Flood Insurance Studies, dated March 23, 2021 (Beaufort County) and September 29, 2010 (Hampton County) with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Beaufort or Hampton, with accompanying map and other data are adopted by reference and declared part of this ordinance.

5.605 Establishment of Development Permit A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

5.606 Compliance No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

5.607 Interpretation In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.

5.608 Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

5.609 Warning and Disclaimer of Liability The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the

Town of Yemassee or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

5.610 Penalties for Violation - Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Yemassee from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

5.611 General - Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

- a) Accessory Structure** (Appurtenant Structure) - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.
- b) Addition (to an existing building)**- an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.
- c) Agricultural structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.
- d) Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.
- e) Area of shallow flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

- f) Area of special flood hazard** - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.
- g) Base flood** - the flood having a one percent chance of being equaled or exceeded in any given year.
- h) Basement** - means any enclosed area of a building that is below grade on all sides.
- i) Building** - see structure
- j) Coastal High Hazard Area** - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.
- k) Critical Development** – development that is critical to the community’s public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.
- l) Development** - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- m) Elevated building** - a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.
- n) Executive Order 11988 (Floodplain Management)** - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.
- o) Existing construction** - means, for the purposes of determining rates, structures for which the start of construction commenced before October 31, 1975.
- p) Existing manufactured home park or manufactured home subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 1, 2001.

- q) Expansion to an existing manufactured home park or subdivision** - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).
- r) Flood** - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.
- s) Flood Hazard Boundary Map (FHBM)** - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.
- t) Flood Insurance Rate Map (FIRM)** - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
- u) Flood Insurance Study** - the official report provided by the Federal Emergency Management Agency which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
- v) Flood-resistant material** - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.
- w) Floodway** - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- x) Freeboard** - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

y) Functionally dependent use- a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

z) Highest Adjacent Grade - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

aa) Historic Structure - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the **potential** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.

bb) Increased Cost of Compliance (ICC) – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

cc) Limited storage - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV of this ordinance.

- dd) Lowest Adjacent Grade (LAG)** - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.
- ee) Lowest Floor** -the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.
- ff) Manufactured home** - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- gg) Manufactured Home Park or subdivision** - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- hh) Mean Sea Level** – means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.
- ii) National Geodetic Vertical Datum (NGVD)of 1929** - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.
- ij) North American Vertical Datum (NAVD) of 1988** – vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.
- kk) New construction** - structure for which the start of construction commenced on or after September 1, 2001. The term also includes any subsequent improvements to such structure.
- ll) New manufactured home park or subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 1, 2001.
- mm) Primary Frontal Dune** - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms.

The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

- nn) Recreational vehicle** - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.
- oo) Repetitive Loss** – a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.
- pp) Section 1316 of the National Flood insurance Act of 1968** - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.
- qq) Stable Natural Vegetation** - the first place on the oceanfront where plants such as sea oats hold sand in place.
- rr) Start of construction** - for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.
- ss) Structure** - a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.
- tt) Substantial damage** - damage of any origin sustained by a structure whereby the

cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively, and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

uu) Substantial improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or,
- b) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

vv) Substantially improved existing manufactured home park or subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

ww) Variance - is a grant of relief from a term or terms of this ordinance.

xx) Violation – the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

5.612 Designation of Local Floodplain Administrator -The Town Clerk or their designee is hereby appointed to administer and implement the provisions of this ordinance.

5.613 Adoption of Letter of Map Revisions (LOMR) – All LOMRs that are issued in the areas identified in 5.604 of this ordinance are hereby adopted.

5.614 Development Permit and Certification Requirements.

1. **Development Permit:** - Application for a development permit shall be made to the

local floodplain administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- a) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the local floodplain administrator of Article III or the Standards for Subdivision Proposals of Article IV and the Standards for streams without Estimated Base Flood Elevations and Floodways of Article IV. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local floodplain administrator of Article III or the standards for subdivision proposals of Article IV and the standards for streams without estimated base flood elevations and floodways of Article IV.
- b) Where base flood elevation data is provided as set forth in Article I or the duties and responsibilities of the local floodplain administrator of Article III the application for a development permit within the flood hazard area shall show:
 - (1) the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - (2) if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Article IV the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- c) Where base flood elevation data is **not** provided as set forth in Article I or the duties and responsibilities of the local floodplain administrator of Article III, then the provisions in the standards for streams without estimated base flood elevations and floodways of Article IV must be met.
- d) Alteration of Watercourse: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include a description of the extent of watercourse alteration or relocation, an engineering study to demonstrate that the flood-carrying capacity of the altered or relocated watercourse is maintained and a

map showing the location of the proposed watercourse alteration or relocation.

2. **Certifications**

- a) Floodproofing Certification - When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.
- b) Certification During Construction – A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
- c) V-Zone Certification - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction and substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.
- d) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Article III that the development is built in accordance with the submitted plans and previous pre-development certifications.

5.615 Duties and Responsibilities of the Local Floodplain Administrator - shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the

requirements of this ordinance have been satisfied.

2. **Requirement of Federal and/or state permits** - Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
3. **Watercourse alterations**
 - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - b) In addition to the notifications required watercourse alterations per Article III, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c) If the proposed project will modify the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of construction.
 - d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III, Section 5.614, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.
4. **Floodway encroachments** - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV are met.
5. **Adjoining Floodplains** - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
6. **Notifying Adjacent Communities** – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in

areas of special flood hazard and/or flood-related erosion hazards.

7. Certification requirements –

- a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III or the coastal high hazard area requirements outlined in Article IV.
- b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Article III.
- c) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.
- d) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV of this ordinance.

8. Map Interpretation - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

9. Prevailing Authority – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.

10. Use Of Best Available Data - When base flood elevation data and floodway data has not been provided in accordance with Article I, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Article IV in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. Special Flood hazard Area/topographic Boundaries Conflict - When the exact

location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site; the site information takes precedence when the lowest adjacent grade is at or above the BFE, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.

12. **On-Site inspections** - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.
13. **Administrative Notices** - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.
14. **Records Maintenance** - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
15. **Annexations and Detachments** - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations or detachments that include special flood hazard areas.
16. **Federally Funded Development** - The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
17. **Substantial Damage Determination** – Perform an assessment of damage from any origin to the structure using FEMA’s Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
18. **Substantial Improvement Determinations** – Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether “substantial improvement” will occur.

The market values shall be determined by one of the following methods:

- a) the current assessed building value as determined by the county’s assessor’s

office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past 6 months.

- b) one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, *less the cost of site improvements and depreciation for functionality and obsolescence.*
- c) Real Estate purchase contract within 6 months prior to the date of the application for a permit.

5.615 Administrative Procedures

a) Inspections of Work in Progress - As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

b) Stop-Work Orders - Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

c) Revocation of Permits - The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.

d) Periodic Inspections - The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

e) Violations to be Corrected - When the local floodplain administrator finds

violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.

f) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:

- 1)** the building or property is in violation of the Flood Damage Prevention Ordinance,
- 2)** a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter:
and,
- 3)** following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

g) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the floodplain administrator may prescribe; provided that where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.

h) Appeal: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify, and affirm, or revoke the order.

i) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

j) Denial of Flood Insurance under the NFIP: If a structure is declared in violation of

this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

k) The following **documents** are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

- a) FEMA 55 Coastal Construction Manual
- b) All FEMA Technical Bulletins
- c) All FEMA Floodplain Management Bulletins
- d) FEMA 348 Protecting Building Utilities from Flood Damage
- e) FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

5.617 General Standards

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

- i. **Reasonably Safe from Flooding** - Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding
- ii. **Anchoring** - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.
- iii. **Flood Resistant Materials and Equipment** - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency.

- iv. **Minimize Flood Damage** - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,
- v. **Critical Development** - shall be elevated to the 500-year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500-year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,
- vi. **Utilities** - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus one (1) foot.
- vii. **Water Supply Systems** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
- viii. **Sanitary Sewage Systems** – New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters,
- ix. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
- x. **Gas or Liquid Storage Tanks** – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.
- xi. **Alteration, Repair, Reconstruction, Or Improvements** - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
- xii. **Non-Conforming Buildings or Uses** - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,
- xiii. **American with Disabilities Act (ADA)** - A building must meet the specific standards for floodplain construction outlined in Article IV, Section 5.618, as well

as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

5.618 Specific Standards

In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the local floodplain administrator Article III., Section 5.615, the following provisions are required:

- A. Residential Construction** - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV.
- B. Non-Residential Construction**
- a) New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification requirements in Article III. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Article V of this ordinance. Agricultural structures not meeting the criteria of Article V must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local floodplain administrator must approve the maintenance plan and notification of the annual exercise shall be provided to

it.

C. Manufactured Homes

- a)** Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- b)** Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower than one (1) foot than above the base flood elevation and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- c)** Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, and lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- d)** An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

D. Elevated Buildings - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed all of the following minimum criteria:

- a. Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every square foot of enclosed area subject to flooding.
- b. The bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening,
- c. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
- d. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- e. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

b) Hazardous Velocities - Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c) Enclosures Below Lowest Floor

- a. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- b. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
- c. One wet location switch and/or outlet connected to a ground fault

interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.

- d. All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV should be of flood resistant materials.

E. Floodways - Located within areas of special flood hazard established in Article I, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a)** No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:
 - a. It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator.
 - b. A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.
- b)** If Article IV is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
- c)** No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV and the encroachment standards of Article IV are met.
- d)** Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

F. Recreational Vehicles

- a)** A recreational vehicle is ready for highway use if it is:
 - a. on wheels or jacking system
 - b. attached to the site only by quick-disconnect type utilities and security devices; and
 - c. has no permanently attached additions
2. Recreational vehicles placed on sites shall either be:
 - a. on site for fewer than 180 consecutive days; or
 - b. be fully licensed and ready for highway use, or
 - c. **meet** the development permit and certification requirements of Article III, general standards outlined in Article IV, and manufactured homes standards in Article IV.

G. Map Maintenance Activities – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I. accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

a) Requirement to Submit New Technical Data

- a.** For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months of the date such information becomes available. These development proposals include but not limited to:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

- iv. Subdivision or large-scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.
- b. It is the responsibility of the applicant to have technical data, required in accordance with Article IV prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- c. The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- d. Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV.

b) Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

H. Accessory Structures

- a)** A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Floodproofing Requirements* or be elevated in accordance with Article IV Section B(1) and B (4) or dry floodproofed in accordance with Article IV B (2).
- b)** If accessory structures of \$3,000 or less are to be placed in the floodplain, the following criteria shall be met:
 - o Accessory structures shall not be used for any uses other than the parking of

vehicles and storage,

- Accessory structures shall be designed to have low flood damage potential,
- Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
- Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement of the structure,
- Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.
- Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.
- Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

I. Swimming Pool Utility Equipment Rooms - If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- Meet the requirements for accessory structures in Article IV.
- The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

J. Elevators

- a)** Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
- b)** All equipment that may have to be installed below the BFE such as counterweight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

11. Fill - An applicant shall demonstrate that fill is the only alternative to raising the

building to meet the residential and non-residential construction requirements of Article IV, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a) Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.
- b) Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.
- c) Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.
- d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.
- e) Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion.
- f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- g) Fill may not be used for structural support in the coastal high hazard areas.
- h) Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding*.

12. Standards for Subdivision Proposals and other development

- a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
- d) The applicant shall meet the requirement to submit technical data to FEMA

in Article IV when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

5.619. Standards for Streams without Established Base Flood Elevations and Floodways -

Located within the areas of special flood hazard (Zones A and V) established in Article I, are small streams where no base flood data has been provided and where no floodways have been identified. The following provisions apply within such areas:

1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
2. No encroachments, including fill, new construction, substantial improvements and new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
3. If Article IV is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Article III.
4. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
5. When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:
 - a) Contour Interpolation
 - (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
 - (2) Add one-half of the contour interval of the topographic map that is used to the BFE.
 - b) Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been

computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

- c) Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

5.620. Standards for Streams with Established Base Flood Elevations but without Floodways -

Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

1. No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

5.621. Standards for Areas of Shallow Flooding (AO Zones) - Located within the areas of special flood hazard established in Article I, are areas designated as shallow flooding. The following provisions shall apply within such areas:

- All new construction and substantial improvements of residential structures shall have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
- All new construction and substantial improvements of non-residential structures shall:
 - Have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,
 - Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.
- All structures on slopes must have drainage paths around them to guide water away from the structures.

5.622. Coastal High Hazard Areas (V-Zones) (this section can be removed if no V Zones) -

Located within the areas of special flood hazard established in Article I or Article III are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

- All new construction and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
- All new construction and substantial improvements shall be elevated so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) of the lowest floor is located no lower than one (1) foot above the base flood elevation.
- All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
- All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.
- A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article IV of this ordinance.
- There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:
 - Particle composition of fill material does not have a tendency for excessive natural compaction,
 - Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - Slope of fill will not cause wave run-up or ramping.

- There shall be no alteration of sand dunes that would increase potential flood damage.

8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.

Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a) Breakaway wall collapse shall result from water load less than that which would occur during the base flood.
 - b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable IBC International Building Code.
 - c) Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation, finished or partitioned into multiple rooms, or temperature controlled.
9. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.
10. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV and the Temporary Structure provisions of Article IV.
11. Accessory structures, below the required lowest floor elevation specified in Article are prohibited except for the following:

a) Swimming Pools

- (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction
- (2) They must be structurally independent of the building and its foundation.
- (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.
- (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.

b) Access Stairs Attached to or Beneath an Elevated Building:

- (1) Must be constructed of flood-resistant materials.
- (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with Article IV.

c) Decks

- (1) If the deck is structurally attached to a building, then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.
- (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.
- (3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.

12. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.

13. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus one (1) foot. This requirement does not exclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow prevention devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.

No utilities or components shall be attached to breakaway walls.

Article V. VARIANCE PROCEDURES

5.623 Establishment of Appeal Board – The Town Council of the Town of Yemassee, shall hear and decide requests for variances from the requirements of this ordinance.

5.624 Right to Appeal - Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.

5.625 Historic Structures - Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

5.626 Functionally Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

5.627 Agricultural Structures - Variances may be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V. this section, and the following standards:

a) Use of the structure must be limited to agricultural purposes as listed below:

1. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
2. Steel grain bins and steel frame corncribs,
3. General-purpose barns for the temporary feeding of livestock that are open on at least one side;

a) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,

b) The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.

- c)** The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- d)** The agricultural structure must meet the venting requirement of Article IV of this ordinance.
- e)** Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV., Section 5.618 of this ordinance
- f)** The agricultural structure must comply with the floodway encroachment provisions of Article IV of this ordinance.
- g)** Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

5.628 **Considerations** In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- h)** The danger that materials may be swept onto other lands to the injury of others;
- i)** The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- j)** The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- k)** The importance of the services provided by the proposed facility to the community;
- l)** The necessity to the facility of a waterfront location, where applicable;
- m)** The availability of alternative locations, not subject to flooding or erosion damage,

for the proposed use;

- n)** The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- o)** The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- p)** The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and
- q)** Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

5.628 Findings - Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

5.629 Floodways - Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

5.631 Conditions - Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

- a)** Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- b)** Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- c)** Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict

with existing local laws or ordinances.

- d)** Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.
- e)** The local floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) upon request.
- f)** Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III, Section 5.614 of this ordinance.

Article VI. **LEGAL STATUS PROVISIONS**

5.632 Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance -

This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted September 1, 2001 and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the Town of Yemassee enacted on September 1, 2001, as amended, which are not reenacted herein, are repealed.

5.633. Effect upon Outstanding Building Permits - Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when start of construction has not occurred under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

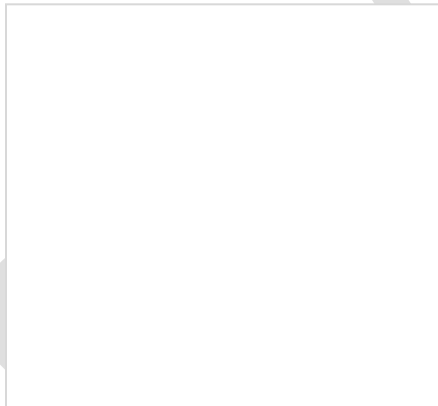
5.634. Effective Date -This ordinance shall become effective on March 23, 2021.

BE IT ORDAINED BY THE TOWN COUNCIL OF YEMASSEE, SOUTH CAROLINA THAT:
PASSED:

WITNESS my hand and the official seal of the Town of Yemassee this 16th day of
February 2021.

Colin J. Moore, Mayor

Matthew E. Garnes, Town Clerk



Ordinance 21-06

1st Reading: February 9, 2021
2nd Reading: February 16, 2021

Article VI

Flood Damage Control

Town of Yemassee.

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Article I. General Standards

5.601 Statutory Authorization

Municipality - The Legislature of the State of South Carolina has in SC Code of Laws, Title 5 and Title 6, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Council of the Town of Yemassee, South Carolina does ordain as follows:

5.602 Findings of Fact The Special Flood Hazard Areas of the Town of Yemassee are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

5.603 Statement of Purpose and Objectives - It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

5.604 Lands to Which this Ordinance Applies This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the Town of Yemassee as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated March 23, 2021 with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Beaufort or Hampton, with accompanying map and other data are adopted by reference and declared part of this ordinance.

5.605 Establishment of Development Permit A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

5.606 Compliance No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

5.607 Interpretation In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.

5.608 Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

5.609 Warning and Disclaimer of Liability The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Yemassee or by any officer or employee thereof for any flood damages that result

from reliance on this ordinance or any administrative decision lawfully made hereunder.

5.610 Penalties for Violation - Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Yemassee from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

5.611 General - Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

- a) Accessory Structure (Appurtenant Structure)** - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.
- b) Addition (to an existing building)**- an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.
- c) Agricultural structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.
- d) Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.
- e) Area of shallow flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

- f) Area of special flood hazard** - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.
- g) Base flood** - the flood having a one percent chance of being equaled or exceeded in any given year.
- h) Basement** - means any enclosed area of a building that is below grade on all sides.
- i) Building** - see structure
- j) Coastal High Hazard Area** - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.
- k) Critical Development** – development that is critical to the community’s public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.
- l) Development** - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- m) Elevated building** - a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.
- n) Executive Order 11988 (Floodplain Management)** - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.
- o) Existing construction** - means, for the purposes of determining rates, structures for which the start of construction commenced before October 31, 1975.
- p) Existing manufactured home park or manufactured home subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 1, 2001.
- q) Expansion to an existing manufactured home park or subdivision** - the preparation

of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

- r) Flood** - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.
- s) Flood Hazard Boundary Map (FHBM)** - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.
- t) Flood Insurance Rate Map (FIRM)** - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
- u) Flood Insurance Study** - the official report provided by the Federal Emergency Management Agency which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
- v) Flood-resistant material** - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.
- w) Floodway** - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- x) Freeboard** - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

y) Functionally dependent use- a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

z) Highest Adjacent Grade - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

aa) Historic Structure - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the **potential** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.

bb) Increased Cost of Compliance (ICC) – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

cc) Limited storage - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV of this ordinance.

dd) Lowest Adjacent Grade (LAG) - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

ee) Lowest Floor -the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

ff) Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

gg) Manufactured Home Park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

hh) Mean Sea Level – means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

ii) National Geodetic Vertical Datum (NGVD)of 1929 - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

ji) North American Vertical Datum (NAVD) of 1988 – vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

kk) New construction - structure for which the start of construction commenced on or after September 1, 2001. The term also includes any subsequent improvements to such structure.

ll) New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 1, 2001.

mm) Primary Frontal Dune - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a

distinct change from a relatively steep slope to a relatively mild slope.

nn) Recreational vehicle - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

oo) Repetitive Loss – a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

pp) Section 1316 of the National Flood insurance Act of 1968 - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

qq) Stable Natural Vegetation - the first place on the oceanfront where plants such as sea oats hold sand in place.

rr) Start of construction - for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

ss) Structure - a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

tt) Substantial damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or

exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

uu) Substantial improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or,
- b) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

vv) Substantially improved existing manufactured home park or subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

ww) Variance - is a grant of relief from a term or terms of this ordinance.

xx) Violation – the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

5.612 Designation of Local Floodplain Administrator -The Town Clerk is hereby appointed to administer and implement the provisions of this ordinance.

5.613 Adoption of Letter of Map Revisions (LOMR) – All LOMRs that are issued in the areas identified in Article I Section D of this ordinance are hereby adopted.

5.614 Development Permit and Certification Requirements.

1. **Development Permit:** - Application for a development permit shall be made to the local floodplain administrator on forms furnished by him or her prior to any

development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- a) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the local floodplain administrator of Article III or the Standards for Subdivision Proposals of Article IV and the Standards for streams without Estimated Base Flood Elevations and Floodways of Article IV. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local floodplain administrator of Article III or the standards for subdivision proposals of Article IV and the standards for streams without estimated base flood elevations and floodways of Article IV.
- b) Where base flood elevation data is provided as set forth in Article I or the duties and responsibilities of the local floodplain administrator of Article III the application for a development permit within the flood hazard area shall show:
 - (1) the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - (2) if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Article IV the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- c) Where base flood elevation data is **not** provided as set forth in Article I or the duties and responsibilities of the local floodplain administrator of Article III, then the provisions in the standards for streams without estimated base flood elevations and floodways of Article IV must be met.
- d) Alteration of Watercourse: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include a description of the extent of watercourse alteration or relocation, an engineering study to demonstrate that the flood-carrying capacity of the altered or relocated watercourse is maintained and a map showing the location of the proposed watercourse alteration or

relocation.

2. Certifications

- a) Floodproofing Certification - When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.
- b) Certification During Construction – A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
- c) V-Zone Certification - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction and substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.
- d) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Article III that the development is built in accordance with the submitted plans and previous pre-development certifications.

5.615 Duties and Responsibilities of the Local Floodplain Administrator - shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the requirements of this ordinance have been satisfied.

2. **Requirement of Federal and/or state permits** - Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

3. **Watercourse alterations**
 - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

 - b) In addition to the notifications required watercourse alterations per Article III, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.

 - c) If the proposed project will modify the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of construction.

 - d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

4. **Floodway encroachments** - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV are met.

5. **Adjoining Floodplains** - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

6. **Notifying Adjacent Communities** – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

7. **Certification requirements –**

- a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III or the coastal high hazard area requirements outlined in Article IV.
- b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Article III.
- c) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.
- d) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV of this ordinance.

8. **Map Interpretation** - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

9. **Prevailing Authority** – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.

10. **Use Of Best Available Data** - When base flood elevation data and floodway data has not been provided in accordance with Article I, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Article IV in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. **Special Flood hazard Area/topographic Boundaries Conflict** - When the exact location of boundaries of the areas special flood hazards conflict with the current,

natural topography information at the site; the site information takes precedence when the lowest adjacent grade is at or above the BFE, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.

12. **On-Site inspections** - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.
13. **Administrative Notices** - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.
14. **Records Maintenance** - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
15. **Annexations and Detachments** - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations or detachments that include special flood hazard areas.
16. **Federally Funded Development** - The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
17. **Substantial Damage Determination** – Perform an assessment of damage from any origin to the structure using FEMA’s Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
18. **Substantial Improvement Determinations** – Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether “substantial improvement” will occur.

The market values shall be determined by one of the following methods:

- a) the current assessed building value as determined by the county’s assessor’s office or the value of an appraisal performed by a licensed appraiser at the

expense of the owner within the past 6 months.

- b) one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, *less the cost of site improvements and depreciation for functionality and obsolescence.*
- c) Real Estate purchase contract within 6 months prior to the date of the application for a permit.

5.615 Administrative Procedures

a) Inspections of Work in Progress - As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

b) Stop-Work Orders - Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

c) Revocation of Permits - The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.

d) Periodic Inspections - The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

e) Violations to be Corrected - When the local floodplain administrator finds violations of applicable state and local laws, it shall be his/her duty to notify the

owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.

f) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:

- 1)** the building or property is in violation of the Flood Damage Prevention Ordinance,
- 2)** a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
- 3)** following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

g) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the floodplain administrator may prescribe; provided that where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.

h) Appeal: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

i) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

j) Denial of Flood Insurance under the NFIP: If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance

with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

k) The following **documents** are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

- a) FEMA 55 Coastal Construction Manual
- b) All FEMA Technical Bulletins
- c) All FEMA Floodplain Management Bulletins
- d) FEMA 348 Protecting Building Utilities from Flood Damage
- e) FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

5.617 General Standards

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

- i. **Reasonably Safe from Flooding** - Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding
- ii. **Anchoring** - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.
- iii. **Flood Resistant Materials and Equipment** - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency.
- iv. **Minimize Flood Damage** - All new construction and substantial improvements

shall be constructed by methods and practices that minimize flood damages,

- v. **Critical Development** - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,
- vi. **Utilities** - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus one (1) foot.
- vii. **Water Supply Systems** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
- viii. **Sanitary Sewage Systems** – New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters,
- ix. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
- x. **Gas Or Liquid Storage Tanks** – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.
- xi. **Alteration, Repair, Reconstruction, Or Improvements** - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
- xii. **Non-Conforming Buildings or Uses** - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,
- xiii. **American with Disabilities Act (ADA)** - A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance

or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

5.618 Specific Standards

In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the local floodplain administrator Article III.D., the following provisions are required:

- A. Residential Construction** - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV.
- B. Non-Residential Construction**
- a) New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification requirements in Article III. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Article V of this ordinance. Agricultural structures not meeting the criteria of Article V must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local floodplain administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

C. Manufactured Homes

- a)** Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- b)** Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower than one (1) foot than above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- c)** Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, and lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- d)** An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

D. Elevated Buildings - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- a)** Designs for complying with this requirement must either be certified by a

professional engineer or architect or meet or exceed all of the following minimum criteria:

- a. Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every square foot of enclosed area subject to flooding.
- b. The bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening,
- c. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
- d. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- e. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

b) Hazardous Velocities - Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c) Enclosures Below Lowest Floor

- a. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- b. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
- c. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest

floor elevation specified in the specific standards outlined in Article IV.

- d. All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV should be of flood resistant materials.

E. **Floodways** - Located within areas of special flood hazard established in Article I, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a)** No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:
 - a. It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator.
 - b. A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.
- b)** If Article IV is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
- c)** No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV and the encroachment standards of Article IV are met.
- d)** Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

F. **Recreational Vehicles**

- a) A recreational vehicle is ready for highway use if it is:
 - a. on wheels or jacking system
 - b. attached to the site only by quick-disconnect type utilities and security devices; and
 - c. has no permanently attached additions
- 2. Recreational vehicles placed on sites shall either be:
 - a. on site for fewer than 180 consecutive days; or
 - b. be fully licensed and ready for highway use, or
 - c. **meet** the development permit and certification requirements of Article III, general standards outlined in Article IV, and manufactured homes standards in Article IV.

G. **Map Maintenance Activities** – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I. accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

a) **Requirement to Submit New Technical Data**

a. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable , but no later than six months of the date such information becomes available. These development proposals include; but not limited to::

- i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
- ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
- iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
- iv. Subdivision or large scale development proposals requiring

the establishment of base flood elevations in accordance with Article IV.

- b. It is the responsibility of the applicant to have technical data, required in accordance with Article IV prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- c. The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- d. Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV.

b) Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

H. **Accessory Structures**

- a)** A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Floodproofing Requirements or be elevated in accordance with Article IV Section B(1) and B (4) or dry floodproofed in accordance with Article IV B (2)*.
- b)** If accessory structures of \$3,000 or less are to be placed in the floodplain, the following criteria shall be met:
 - Accessory structures shall not be used for any uses other than the parking of vehicles and storage,

- Accessory structures shall be designed to have low flood damage potential,
- Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
- Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement of the structure,
- Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.
- Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.
- Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

I. Swimming Pool Utility Equipment Rooms - If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- Meet the requirements for accessory structures in Article IV.
- The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

J. Elevators

- a)** Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
- b)** All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

11. Fill - An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of

Article IV, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a) Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.
- b) Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.
- c) Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.
- d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.
- e) Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion.
- f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- g) Fill may not be used for structural support in the coastal high hazard areas.
- h) Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding*.

12. Standards for Subdivision Proposals and other development

- a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
- d) The applicant shall meet the requirement to submit technical data to FEMA in Article IV when a hydrologic and hydraulic analysis is completed that

generates base flood elevations.

5.619. Standards for Streams without Established Base Flood Elevations and Floodways -

Located within the areas of special flood hazard (Zones A and V) established in Article I, are small streams where no base flood data has been provided and where no floodways have been identified. The following provisions apply within such areas:

1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
2. No encroachments, including fill, new construction, substantial improvements and new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
3. If Article IV is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Article III.
4. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
5. When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:
 - a) Contour Interpolation
 - (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
 - (2) Add one-half of the contour interval of the topographic map that is used to the BFE.
 - b) Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom

slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

- c) Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

5.620. Standards for Streams with Established Base Flood Elevations but without Floodways -

Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

1. No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

5.621. Standards for Areas of Shallow Flooding (AO Zones) - Located within the areas of special flood hazard established in Article I, are areas designated as shallow flooding. The following provisions shall apply within such areas:

- All new construction and substantial improvements of residential structures shall have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
- All new construction and substantial improvements of non-residential structures shall:
 - Have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,
 - Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.
- All structures on slopes must have drainage paths around them to guide water away from the structures.

5.622. Coastal High Hazard Areas (V-Zones) (this section can be removed if no V Zones) -

Located within the areas of special flood hazard established in Article I or Article III are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

- All new construction and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
- All new construction and substantial improvements shall be elevated so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) of the lowest floor is located no lower than one (1) foot above the base flood elevation.
- All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
- All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.
- A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article IV of this ordinance.
- There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:
 - Particle composition of fill material does not have a tendency for excessive natural compaction,
 - Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - Slope of fill will not cause wave run-up or ramping.

- There shall be no alteration of sand dunes that would increase potential flood damage.

8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.

Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a) Breakaway wall collapse shall result from water load less than that which would occur during the base flood.
- b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable IBC International Building Code.
- c) Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation, finished or partitioned into multiple rooms, or temperature controlled.

9. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.

10. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV and the Temporary Structure provisions of Article IV.

11. Accessory structures, below the required lowest floor elevation specified in Article are prohibited except for the following:

- a) Swimming Pools

- (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction
- (2) They must be structurally independent of the building and its foundation.
- (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.
- (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.

b) Access Stairs Attached to or Beneath an Elevated Building:

- (1) Must be constructed of flood-resistant materials.
- (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with Article IV.

c) Decks

- (1) If the deck is structurally attached to a building, then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.
- (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.
- (3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.

12. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.

13. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus one (1) foot. This requirement does not exclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow prevention devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. No utilities or components shall be attached to breakaway walls.

Article V. **VARIANCE PROCEDURES**

5.623 Establishment of Appeal Board – The Town Council of the Town of Yemassee, shall hear and decide requests for variances from the requirements of this ordinance.

5.624 Right to Appeal - Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.

5.625 Historic Structures - Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

5.626 Functionally Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

5.627 Agricultural Structures - Variances may be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V. this section, and the following standards:

a) Use of the structure must be limited to agricultural purposes as listed below:

1. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
2. Steel grain bins and steel frame corncribs,
3. General-purpose barns for the temporary feeding of livestock that are open on at least one side;

a) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,

b) The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.

- c)** The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- d)** The agricultural structure must meet the venting requirement of Article IV of this ordinance.
- e)** Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance
- f)** The agricultural structure must comply with the floodway encroachment provisions of Article IV of this ordinance.
- g)** Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

5.628 **Considerations** In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- h)** The danger that materials may be swept onto other lands to the injury of others;
- i)** The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- j)** The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- k)** The importance of the services provided by the proposed facility to the community;
- l)** The necessity to the facility of a waterfront location, where applicable;
- m)** The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- n)** The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- o)** The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- p)** The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and
- q)** Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

5.628 Findings - Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

5.629 Floodways - Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

5.631 Conditions - Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

- a)** Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- b)** Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- c)** Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- d) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.
- e) The local floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) upon request.
- f) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III.E.5 of this ordinance.

Article VI. **LEGAL STATUS PROVISIONS**

5.632 Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance -

This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted September 1, 2001 and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the Town of Yemassee enacted on September 1, 2001, as amended, which are not reenacted herein, are repealed.

5.633. Effect upon Outstanding Building Permits - Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when start of construction has not occurred under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

5.634. Effective Date -This ordinance shall become effective on March 23, 2021.

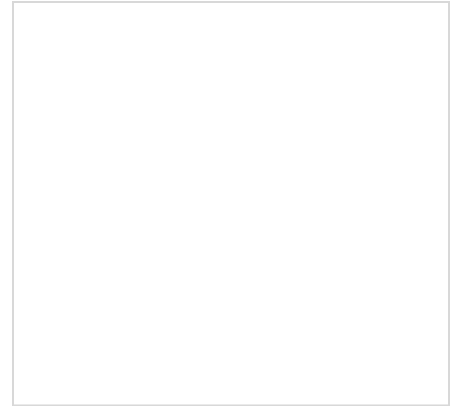
PASSED:

1st Reading: October 13, 2020

2nd Reading: _____

WITNESS my hand and the official seal of _____ this the
_____ day of _____ 201__.

Affix local Seal Here



Signature

Title

DRAFT

CHAPTER 5. BUILDINGS, FLOOD CONTROL AND PLANNING

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ARTICLE VI. FLOOD DAMAGE CONTROL

Editor's Note. In order for town residents located in a flood plain to obtain flood insurance, it is necessary that the town adopt a Flood Damage Prevention Ordinance. This article accomplishes that for The Town of Yemassee.

It may be that either Beaufort or Hampton counties have adopted such an ordinance. That being the case, the provisions thereof should apply to The Town of Yemassee. Should this not be the case, the editors have added such an ordinance the town may choose to utilize.

5.601. STATUTORY AUTHORIZATION.

The legislature of the State of South Carolina has in the South Carolina Statutes delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

5.602. FINDINGS OF FACT.

a. The flood hazard areas of The Town of Yemassee are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

b. Such flood losses are caused by the cumulative effect of obstructions in flood plains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed or otherwise unprotected from flood damages.

5.603. STATEMENT OF PURPOSE.

The purpose of this article shall be to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural flood plains, stream channels, and natural protective barriers that are involved in the accommodation of floodwaters;

4. Control filling, grading, dredging and other development which may increase erosion or flood damage, and;

5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

5.604. OBJECTIVES.

The objectives of this article shall be to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, street and bridges located in flood plains;
6. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas and to
7. Ensure that potential home buyers are notified that property is in a flood area.

5.605. DEFINITIONS.

Unless specifically defined otherwise herein, words or phrases used in this article shall be interpreted as to give them the meaning they have in common usage and to give the provisions of this article the most reasonable application.

1. Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition that is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.

2. Appeal means a request for a review of the designated official's interpretation of any provision of this article or a request for a variance.

3. Area of shallow flooding means a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

4. Area of special flood hazard is the land in the flood plain within a community subject to a one (1) percent or greater chance of flooding in any given year.

5. Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

6. Basement means that portion of a building having its floor subgrade (below ground level) on all sides.

7. Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

8. Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

9. Coastal High Hazard Area means the area subject to high velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as Zone VI - 30, VE or V.

10. Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials.

11. Existing mobile home park or mobile home subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more mobile home lots for rent or sale for which the construction of facilities for servicing the lot on which the mobile home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed before the effective date of this Chapter.

12. Expansion to an existing mobile home park or mobile home subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).

13. Elevated Building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.

14. Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters;
2. the unusual and rapid accumulation or run-off of surface waters from any source.

15. Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.

16. Flood Insurance Study is the official report provided by the FEMA which contains flood profiles, as well as the Flood Boundary Floodway Map (FBFM) and the water surface elevation of the base flood.

17. Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

18. Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

19. Habitable Floor means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."

20. Mean Sea Level means the average height of the sea for all stages of the tide.

21. Mobile home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

22. New construction means buildings for which the "start of construction" commenced on or after the initial adoption of this provision.

23. New mobile home park or mobile home subdivision means a parcel (or contiguous parcels) of land divided into two or more mobile home lots for rent or sale for which the construction of facilities for servicing the lot on which the mobile home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of this Chapter.

24. Start of construction means the first placement of permanent construction of a structure (other than a mobile home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation. Permanent construction shall not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a structure (other than a mobile home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. For mobile homes within mobile home parks or mobile home subdivisions, "start of construction" is the date on which the construction of facilities for servicing the site on which the mobile home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.

25. Structure means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructures.

26. Substantial improvement means any improvement, repair, reconstruction or alteration to a structure the cost of which equals or exceeds fifty percent (50%) of the market value of the structure, either (1) before the repair or improvement is started or (2) in the case of damage, the value of the building prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary or safety code specifications which are solely necessary to assure safe living conditions. It also does not include any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

27. Variance is a grant of relief from the requirements of this article that permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

5.606. GENERAL PROVISIONS. LANDS TO WHICH THIS ARTICLE APPLIES.

This article shall apply to all areas of special flood hazard within the jurisdiction of The Town of Yemassee.

5.607. SAME. BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Insurance Administration in its **Flood Hazard Boundary Map**, (FHBM) #H-01-02 dated October 31, 1975, and any revisions thereto, are adopted by reference and declared to be a part of this article.

5.608. SAME. DEVELOPMENT PERMIT REQUIRED.

A development permit shall be required in conformance with the provision of this article.

5.609. SAME. COMPLIANCE.

No structure or land hereafter shall be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.

5.610. SAME. ABROGATION AND GREATER RESTRICTIONS.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another provision conflicts or overlaps, whichever imposes the more stringent restrictions shall prevail.

5.611. SAME. INTERPRETATION.

In the interpretation and application of this article, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

5.612. SAME. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of The Town of Yemassee or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

5.613. BUILDING OFFICIAL DESIGNATED TO ADMINISTER.

The Building Official or designated employee is hereby appointed to administer and implement the provisions of this article.

5.614. SAME DUTIES AND RESPONSIBILITIES.

Duties of the Building Official or designated employee shall include, but shall not be limited to:

1. Review all development permits to assure that the permit requirements of this article have been satisfied;

2. Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.

3. Notify adjacent communities and the SOUTH CAROLINA WATER RESOURCES COMMISSION prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

4. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

5. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved buildings.

6. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed.

7. In Coastal Hazard Areas, certification shall be obtained from a registered professional engineer or architect that the building is designed to be securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.

8. In Coastal High Hazard Areas, the Town Clerk shall review plans for adequacy of breakaway walls, as provided herein.

9. When flood proofing is utilized for particular building, the Town Clerk shall obtain certification from a registered professional engineer or architect.

10. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Town Clerk shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation, as provided herein.

11. When base flood elevation data or floodway data have not been provided in accordance with Section 5.607 hereof, the Town Clerk shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of Section 5.617 hereof.

12. All records pertaining to the provisions of this section shall be maintained in the office of the Town Clerk and shall be open for public inspection.

5.615. PERMIT PROCEDURES.

Application for a development permit shall be made to the Town Clerk on forms furnished by him prior to any development activities. They may include, but shall not be limited to, the following:

(1) Plans, in duplicate, drawn to scale, showing the nature, location, dimensions, and elevations of the area in question and (2) Existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing.

Specifically, the following information shall be required:

1. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;

2. Elevation in relation to mean sea level to which any non- residential building will be flood-proofed, and

3. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

5.616. VARIANCE PROCEDURES.

a. The Town Council shall hear and decide appeals and requests for variances from the requirements of this article.

b. The Town Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Town Clerk in the enforcement or administration of this article.

c. Any person aggrieved by the decision of the Town Council, or any taxpayer, may appeal such decision to the Court of Common Pleas.

d. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places without regard to the procedures set forth in the remainder of this section.

e. In passing upon such applications, the Town Council shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the article, and

- others;
- (1) The danger that materials may be swept onto other lands to the injury of others;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) The importance of the services provided by the proposed facility to the community;
 - (5) The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;
 - (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site and
 - (11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems and streets and bridges.

(a) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (1) through (11) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

f. Upon consideration of the factors listed above, and the purposes of this article, the Zoning Appeals Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

g. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result therefrom.

h. Conditions for Variances:

(1) Variances shall be issued only upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall be issued only upon (a) a showing of good and sufficient cause, (b) a determination that failure to grant the variance would result in exceptional hardship and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lower floor elevation than the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(4) The Town Clerk shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

5.617. FLOOD HAZARD REDUCTIONS. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions shall be required:

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

2. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

3. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

4. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

5.618. SAME. MOBILE HOMES.

All mobile homes shall be anchored to resist flotation, collapse, or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:

1. Over-the-top ties be provided at each of the four (4) corners of the mobile home, with two (2) additional ties per side at intermediate locations and mobile homes less than fifty (50) feet long requiring two (2) additional ties per side;

2. Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points and mobile homes less than fifty (50) feet long requiring four (4) additional ties per side;

3. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

4. Any additions to the mobile home be similarly anchored.

5.619. SUBDIVISION PROPOSALS. STANDARDS.

a. All subdivision proposals shall be consistent with the need to minimize flood damage.

b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards and

d. Base flood elevation data shall be provided for subdivision proposals and other proposed development which is greater than the lesser of fifty (50) lots or five (5) acres.



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
15P

September 23, 2020

The Honorable Colin Moore
Mayor, Town of Yemassee
P.O. Box 577
Yemassee, South Carolina 29945

Community: Town of Yemassee,
Beaufort County,
South Carolina
Community No.: 540130
Map Panels Affected: See FIRM Index

Dear Mayor Moore:

This is to formally notify you of the final flood hazard determination for the Town of Yemassee, Beaufort County, South Carolina and Incorporated Areas in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the state coordinating agency, and shall be published in the *Federal Register*.

On June 30, 2017, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided you with Preliminary copies of the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) that identify the existing flood hazards in your community including elevations of the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). A notification of the proposed flood hazard determinations for your community was published in *The Beaufort Gazette* and *The Island Packet* on June 5, 2018 and June 12, 2018 and in the *Federal Register*, at Part 67, Volume 83, Page 14471, on April 4, 2018.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed flood hazard determinations during that time. Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determination will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on March 23, 2021. Before the effective date, FEMA will send you final printed copies of the FIRM and FIS report.

To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no LOMCs were issued previously.

The FIRM and FIS report for your community have been prepared in our countywide format, which means that flood hazard information for all jurisdictions within Beaufort County has been combined into one FIRM and FIS report. When the FIRM and FIS report are printed and distributed, your community will receive only those panels that present flood hazard information for your community. We will provide complete sets of the FIRM panels to county officials, where they will be available for review by your community.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

Because the FIS report establishing the flood hazard information for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter. Prior March 23, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(c) of the NFIP regulations (44 CFR 59, etc.) by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(c) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the effective FIRM and FIS report to which the regulations apply. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(c);
2. Adopting all the standards of Paragraph 60.3(c) into one new, comprehensive set of regulations;
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(c).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

In addition to your community using the FIRM and FIS report to manage development in the floodplain, FEMA will use the FIRM and FIS report to establish appropriate flood insurance rates. On the effective date of the FIRM, actuarial rates for flood insurance will be charged for all new structures and substantial improvements to existing structures located in the identified Special Flood Hazard Areas, the areas subject to inundation by the base flood. These rates may be higher if structures are not built in compliance with the floodplain management standards of the NFIP. The actuarial flood insurance rates increase as the lowest elevations (including basement) of new structures decrease in relation to the flood hazard determinations established for your community. This is an important consideration for new construction because building at a higher elevation can greatly reduce the cost of flood insurance. Also, on the effective date of the FIRM for your community, additional "second-layer" coverage will become available. First-layer coverage on existing structures built prior to the effective date of the FIRM will continue to be available at subsidized rates (unless substantial improvements are made); it will also be available at actuarial rates and can be purchased at whichever rate is lower.

If your community is encountering difficulties in enacting the necessary floodplain management measures, we urge you to call the Director, Mitigation Division of FEMA, Region IV, in Atlanta, Georgia, at (770) 220-5200 for assistance. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX at the toll free number provided above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Rodriguez', with a stylized flourish at the end.

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

cc: Community Map Repository
Mr. Matthew Garnes, Town Clerk, Town of Yemmassee

ATTACHMENT F**RE: Important, Time Sensitive, Please Read and Respond! Related to FEMA FIRM mapping process restarting for Beaufort County**

Maria Cox <CoxM@dnr.sc.gov>

Thu 9/24/2020 3:41 PM

To: Bruce Skipper <bskipper@cityofbeaufort.org>; Spruce, Richard <rspruce@townofbluffton.com>; tblanchard@hardeevillesc.gov <tblanchard@hardeevillesc.gov>; Mendrick, Shari <sharim@hiltonheadislandsc.gov>; lbridges@portroyal.org <lbridges@portroyal.org>; Matthew Garnes <mattgarnes@townofyemassee.org>
Cc: Fontenot, Daryle <Daryle.Fontenot@aecom.com>; Zachary Drafts <DraftsZ@dnr.sc.gov>; Laura Whittle <WhittleL@dnr.sc.gov>; Jessica Artz <ArtzJ@dnr.sc.gov>; Housman, Jennifer <Jennifer.Housman@aecom.com>

Good Afternoon Everyone,

I am pleased to announce that I have received official notification that the LFD for Beaufort County was issued yesterday. All communities should receive the Letters tomorrow or early next week.

If you haven't sent your ordinance to Jessica Artz for review please do so.

Thanks,
Maria

Maria Cox Lamm, CFM
State Coordinator
SCDNR-Flood Mitigation Program

Beaufort County LFD

Jessica Artz <ArtzJ@dnr.sc.gov>

Fri 9/25/2020 11:44 AM

To: bskipper@cityofbeaufort.org <bskipper@cityofbeaufort.org>; rspruce@townofbluffton.com <rspruce@townofbluffton.com>; esapp@hardevillesc.gov <esapp@hardevillesc.gov>; sharim@hiltonheadislandsc.gov <sharim@hiltonheadislandsc.gov>; lbridges@portroyal.org <lbridges@portroyal.org>; Matthew Garnes <mattgarnes@townofyemassee.org>

Cc: Maria Cox <CoxM@dnr.sc.gov>; Janrhett, Pier <pier.janrhett@fema.dhs.gov>

Hi,

As you saw in Maria's e-mail yesterday, the Letter of Final Determination was issued for Beaufort County yesterday. That means that each community will have 6 months to adopt the new maps (March 25, 2021 should be the effective date but I have not seen the letter yet). At this time, SCDNR will do a complete review of the community's ordinance. If there any updates that need to be made for compliance purposes, these changes will need to be done at the same time. If no changes need to be made to the ordinance, the community has the option to adopt the maps by text amendment.

Here is the step by step process that I recommend you follow:

1. E-mail me your current effective Flood Damage Prevention Ordinance if you have not done so already.
2. I will review the ordinance and send it back to you with recommended and required changes.
3. Send the updated ordinance to Council for final approval.
4. Send in a certified paper copy with the community seal to SCDNR (please let me know when you put it in the mail as I am not in the office every day).
5. I will approve the ordinance and send it to FEMA for final approval.

You should be getting the letter from FEMA soon. It might tell you to send your ordinance to FEMA or Maria, but you can just send it to me. The community will have 6 months to adopt the maps. Six months goes by quickly so I recommend that you get started on this ASAP.

If the community has not adopted the new maps by the new map date, they will automatically be suspended from the NFIP. This happens at the FEMA headquarters level and the State does not have control over this.

Please let me know if you have any questions or concerns. I'll continue to be in touch with everybody to make sure you meet the deadline.

Stay safe and have a great weekend!

Jessica Artz, CFM
Flood Mitigation Specialist
SC Department of Natural Resources
1000 Assembly St. #362
Columbia, SC 29202
803-734-4012 (office)
803-391-9878 (mobile)

Jessica Artz, CFM
Flood Mitigation Specialist
SC Department of Natural Resources
1000 Assembly St. #362

Columbia, SC 29202
803-734-4012 (office)
803-391-9878 (mobile)

Beaufort County Mapping Update

Maria Cox <CoxM@dnr.sc.gov>

Tue 7/21/2020 4:18 PM

To: Bruce Skipper <bskipper@cityofbeaufort.org>; Spruce, Richard <rspruce@townofbluffton.com>; tblanchard@hardeevillesc.gov <tblanchard@hardeevillesc.gov>; Mendrick, Shari <sharim@hiltonheadislandsc.gov>; lbridges@portroyal.org <lbridges@portroyal.org>; Matthew Garnes <mattgarnes@townofyemassee.org>
Cc: Fontenot, Daryle <Daryle.Fontenot@aecom.com>; Zachary Drafts <DraftsZ@dnr.sc.gov>; Jessica Artz <ArtzJ@dnr.sc.gov>; Laura Whittle <WhittleL@dnr.sc.gov>; Housman, Jennifer <Jennifer.Housman@aecom.com>

Good Afternoon Everyone,

I have received the needed information from all of the communities in Beaufort County in order to restart the mapping process. We have submitted the final mapping submittal to FEMA for approval. They require 60 days to complete the review. After the review and any comments are settled the LFD will be issued. The proposed schedule has the LFD being issued on 9/23/2020. If that date holds the maps would go effective on 3/23/2021.

Keep in mind these dates are tentative, but we are doing everything we can to meet this schedule.

I will continue to keep everyone posted as we get closer to the LFD date.

Also, if anyone knows who the new contact is for Beaufort County please share this information with them and share their information with me.

Stay Safe,
Maria

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (CBFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was State Plane South Carolina FIPS 3900. The **horizontal datum** was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242 or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided in digital format by the Beaufort County GIS Department dated 2016.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

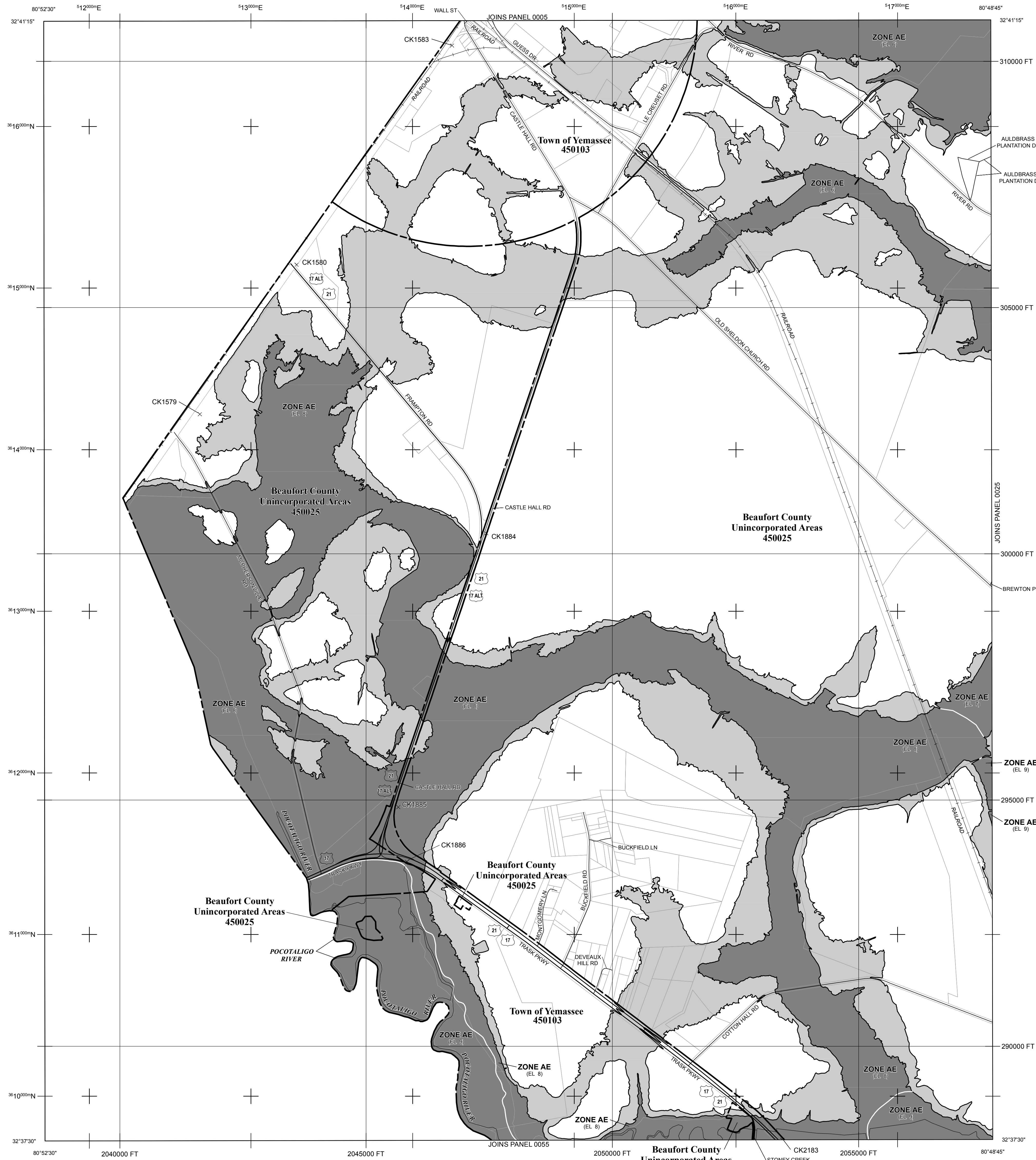
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the **FEMA Mapping Information eXchange** at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Map Service website at <http://www.msc.fema.gov/>. Available products may include previously issued Letters of Map Change, a Flood Insurance Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

The **"profile base lines"** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

DNR
This digital Flood Insurance Rate Map (FIRM) was produced through a unique cooperative partnership between the State of South Carolina and the Federal Emergency Management Agency (FEMA). The State of South Carolina has implemented a long term approach of floodplain management to decrease the costs associated with flooding. This is demonstrated by the State's commitment to map floodplain areas at the local level. As a part of this effort, the State of South Carolina has joined in a Cooperating Technical State agreement with FEMA to produce and maintain this digital FIRM.

<http://www.dnr.state.sc.us/>



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- Base Flood Elevation line and value; elevation in feet* (EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
47°52'00"E
6000000 FT
DXS510
M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6626.

MAP SCALE 1" = 1000'

500 0 500 1,000 1,500 2,000
300 0 300 600
FEET METERS

PANEL 0015G

FIRM
FLOOD INSURANCE RATE MAP
BEAUFORT COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 15 OF 506
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BEAUFORT COUNTY	450025	0015	G
YEMASSEE, TOWN OF	450103	0015	G

PRELIMINARY
JUN 30 2017

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
45013C0015G

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

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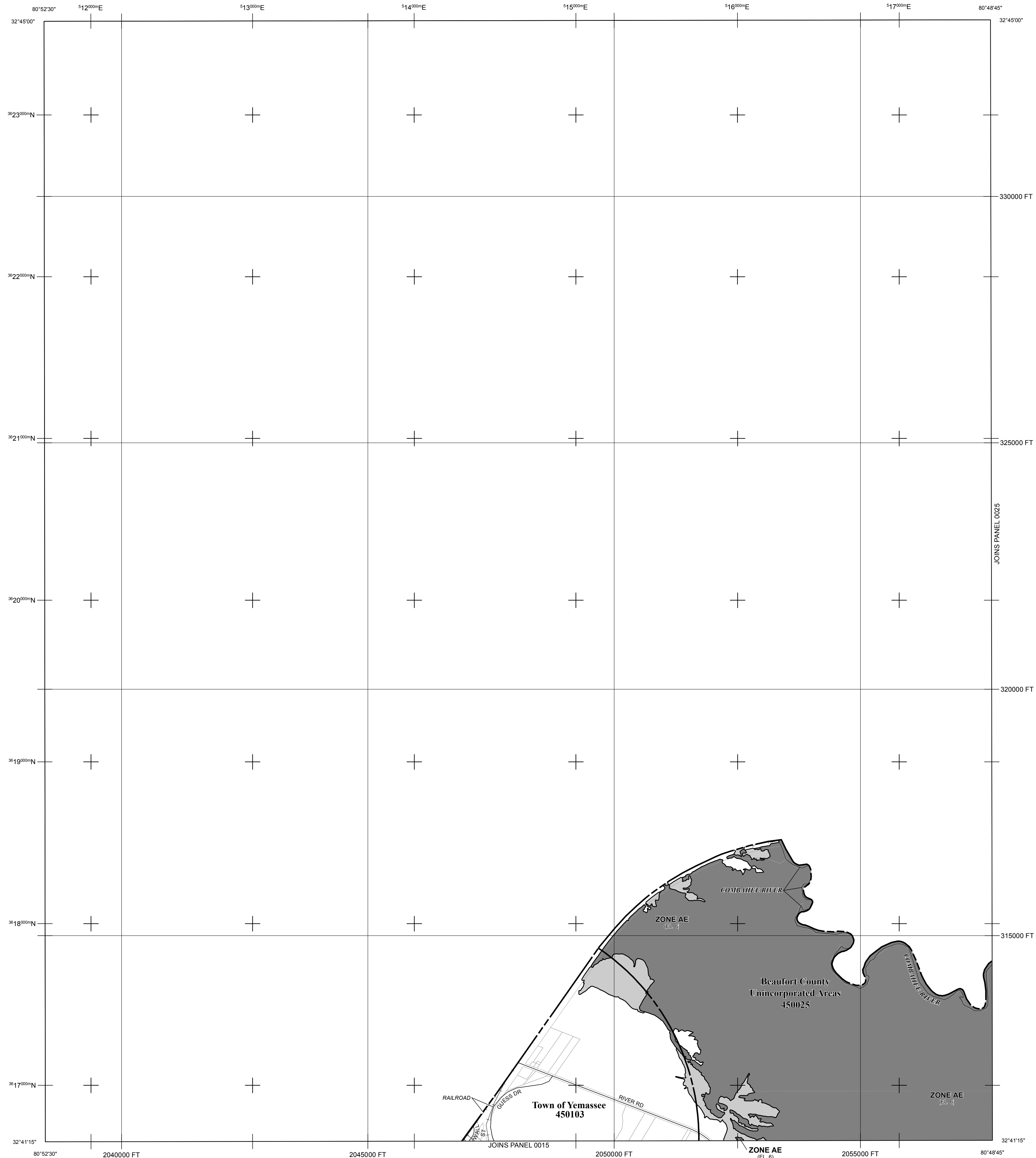
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<http://www.dnr.state.sc.us/>



LEGEND

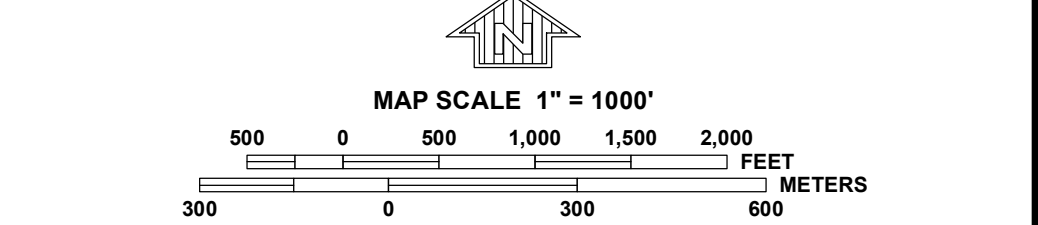
- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
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The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
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- OTHERWISE PROTECTED AREAS (OPAs)**
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* Referenced to the North American Vertical Datum of 1988
- Cross section line
A-A
- Transect line
97°07'30", 32°22'30"
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
4775000E
- 1000-meter Universal Transverse Mercator grid ticks, zone 17
6000000 FT
- 5000-foot grid values: South Carolina State Plane coordinate system (FIPSZONE = 3900), Lambert projection
DX5510
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
● M1.5
- River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0005G

FIRM

FLOOD INSURANCE RATE MAP

BEAUFORT COUNTY, SOUTH CAROLINA

AND INCORPORATED AREAS

PANEL 5 OF 506

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BEAUFORT COUNTY	450025	0005	G
YEMASSEE, TOWN OF	450103	0005	G

PRELIMINARY

JUN 30 2017

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 45013C0005G

EFFECTIVE DATE

Federal Emergency Management Agency



USGS The National Map. Orthimagery. Data refreshed April 2020

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, AE, AR</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee See Notes <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
		Area of Undetermined Flood Hazard <i>Zone D</i>
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		8 Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-6627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

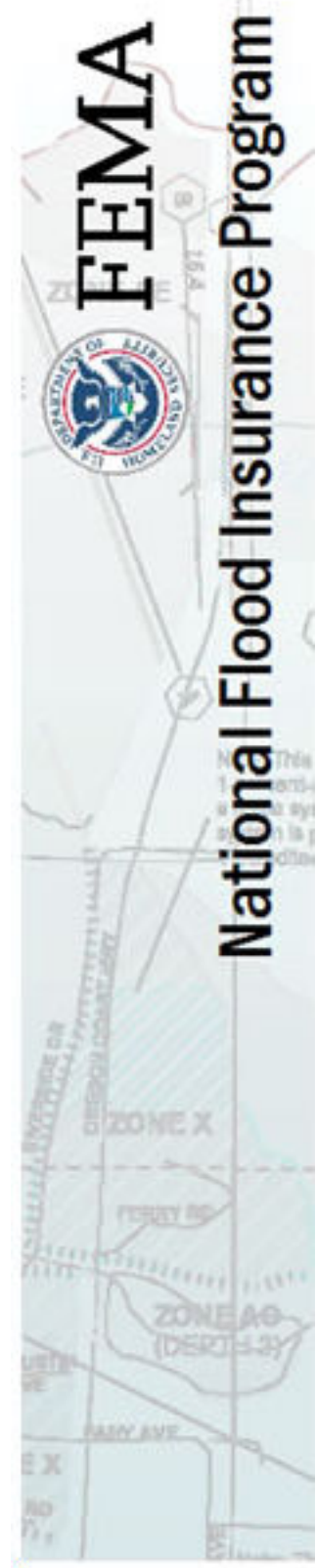
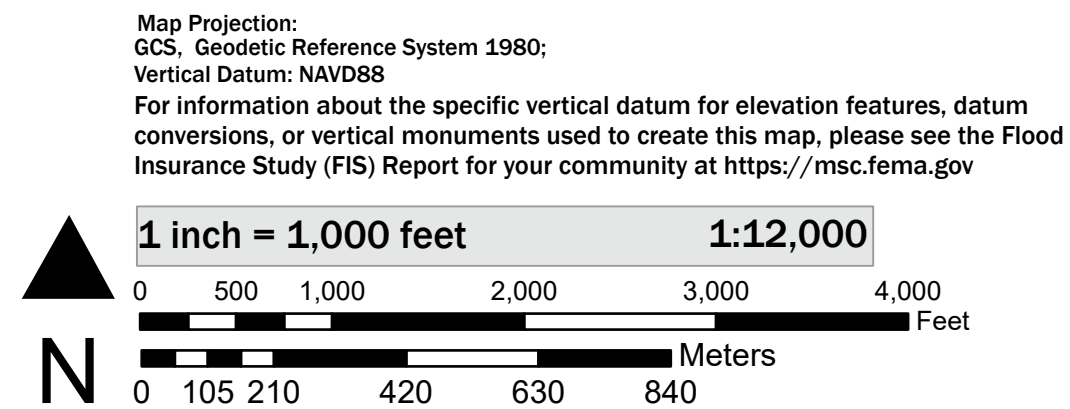
For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by USDA, Farm Service Agency (FSA). This information was derived from NAIP, dated April 11, 2018.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on 10/9/2020 12:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at <https://www.fema.gov/media-library/assets/documents/118418>

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date.

SCALE

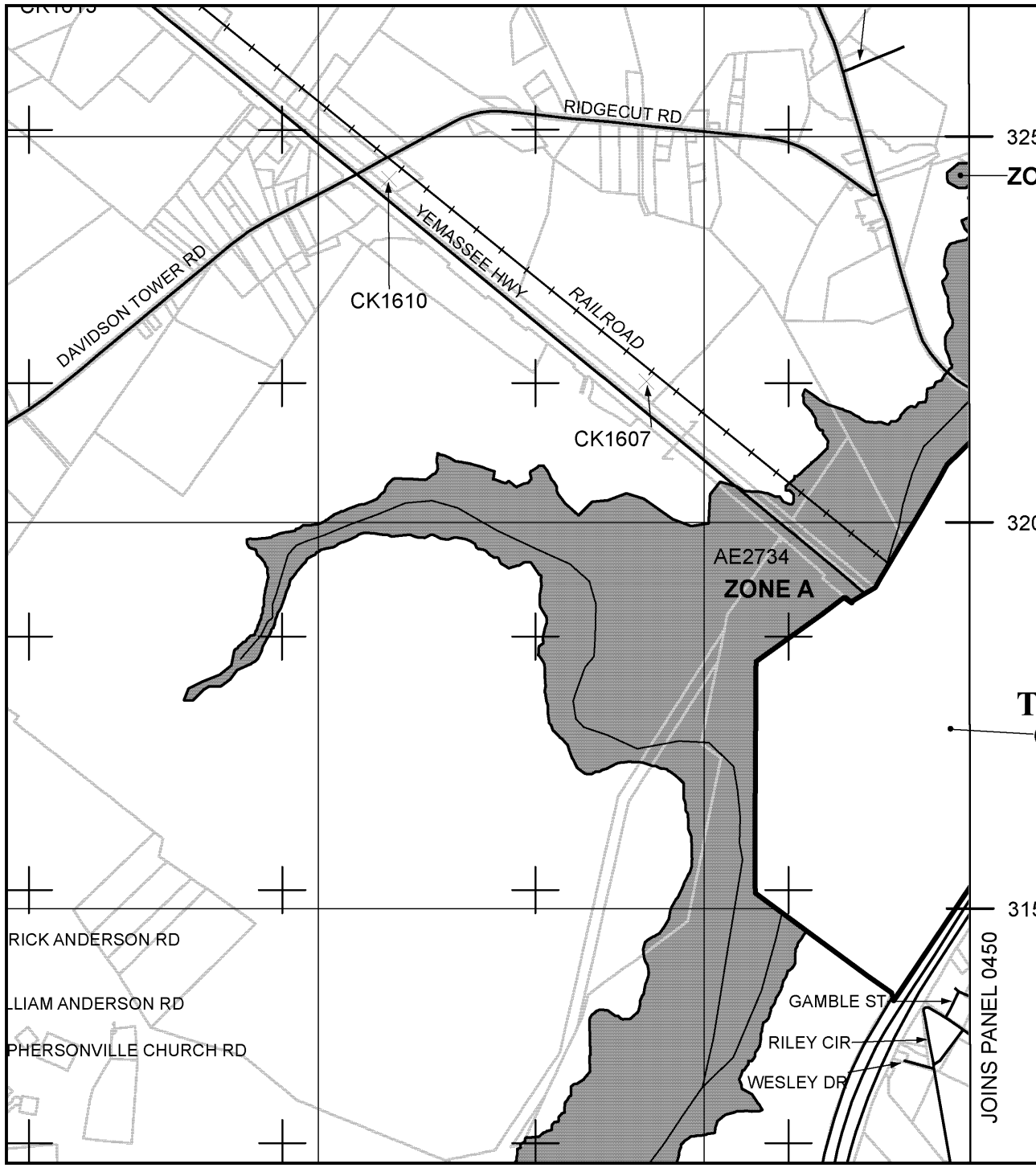


NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

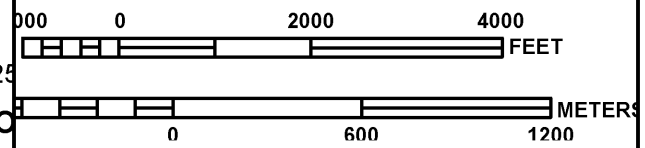
HAMPTON COUNTY, SOUTH CAROLINA
AND INCORPORATED AREAS
PANEL 450 OF 550

Panel Contains:

COMMUNITY	NUMBER	PANEL
TOWN OF YEMASSEE	450103	0450
COLLETON COUNTY UNINCORPORATED AREAS	450056	0450
JASPER COUNTY	450112	0450
HAMPTON COUNTY	450095	0450



MAP SCALE 1" = 2000'



PANEL 0425C

FIRM
 FLOOD INSURANCE RATE MAP
 HAMPTON COUNTY,
 SOUTH CAROLINA
 AND INCORPORATED AREAS

PANEL 425 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HAMPTON COUNTY	450095	0425	C

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



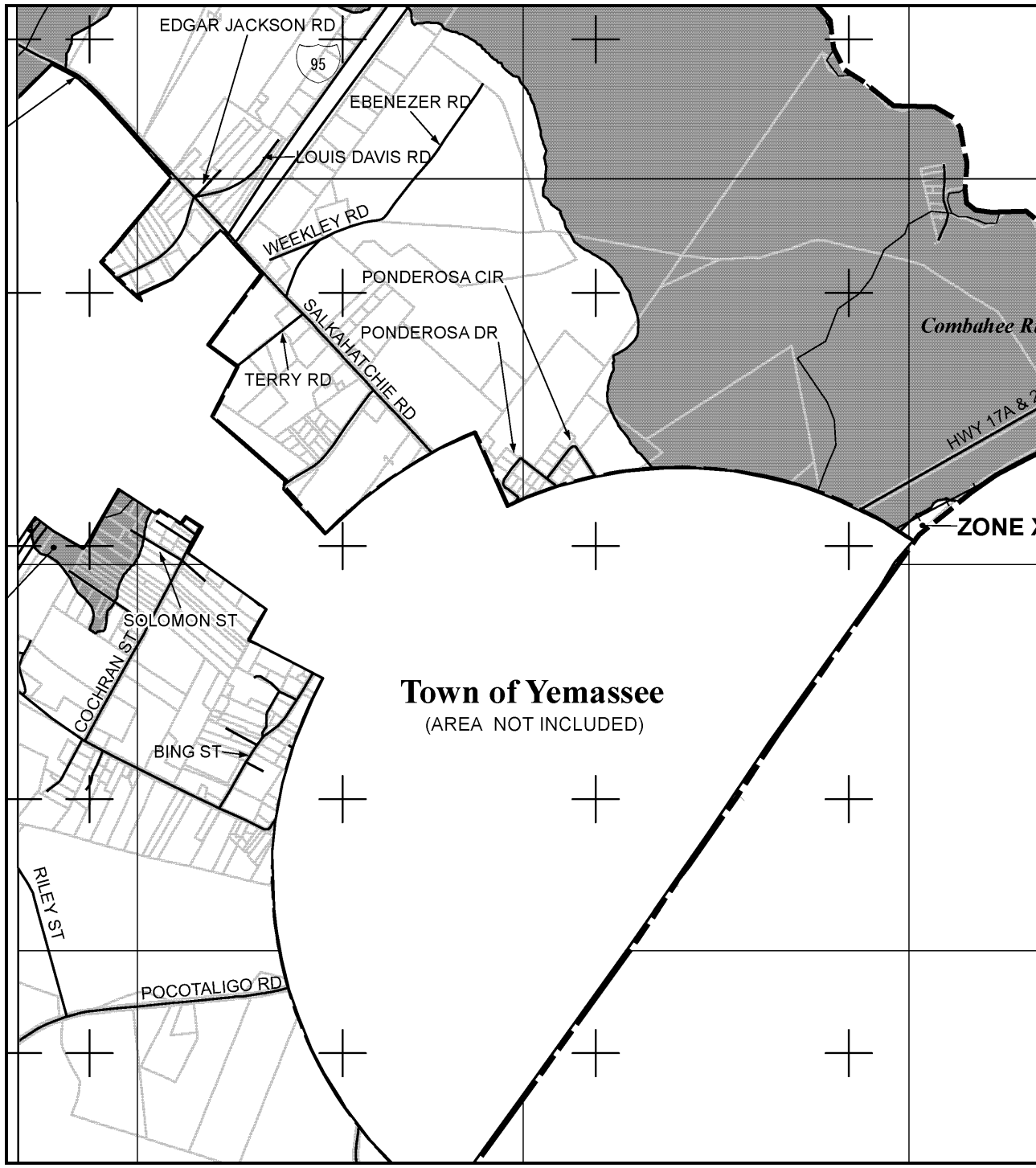
MAP NUMBER
 45049C0425C

EFFECTIVE DATE
 SEPTEMBER 29, 2010

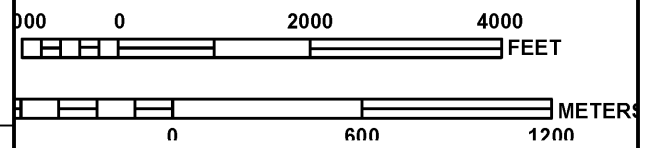
Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



MAP SCALE 1" = 2000'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450C

FIRM
 FLOOD INSURANCE RATE MAP
 HAMPTON COUNTY,
 SOUTH CAROLINA
 AND INCORPORATED AREAS

PANEL 450 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HAMPTON COUNTY	450095	0450	C

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45049C0450C

EFFECTIVE DATE
SEPTEMBER 29, 2010

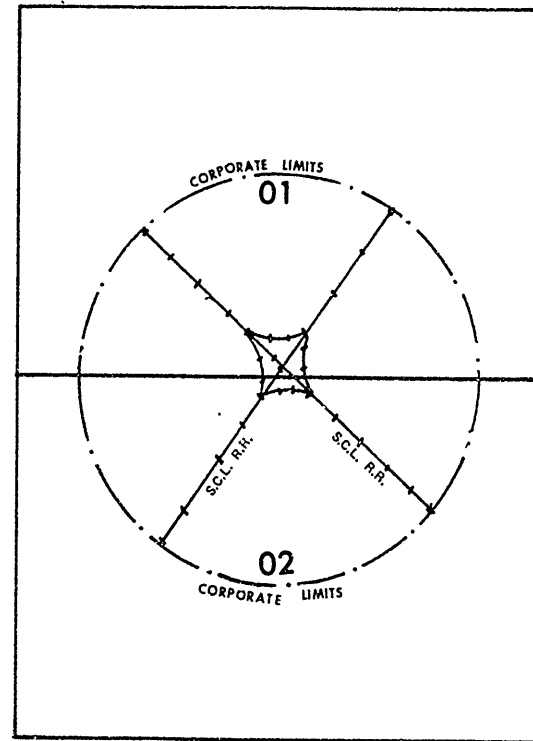
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

These maps may not include all Special Flood Hazard Areas in the community.
After a more detailed study, the Special Flood Hazard Areas shown on these
maps may be modified, and other areas added.

COMMUNITY No. 450103

Consult NFIA Servicing Company or local insurance agent or broker to determine
if properties in this community are eligible for flood insurance.



LEGEND

Levee

Sea Wall

Zone Boundary

SPECIAL FLOOD HAZARD AREA ZONE A

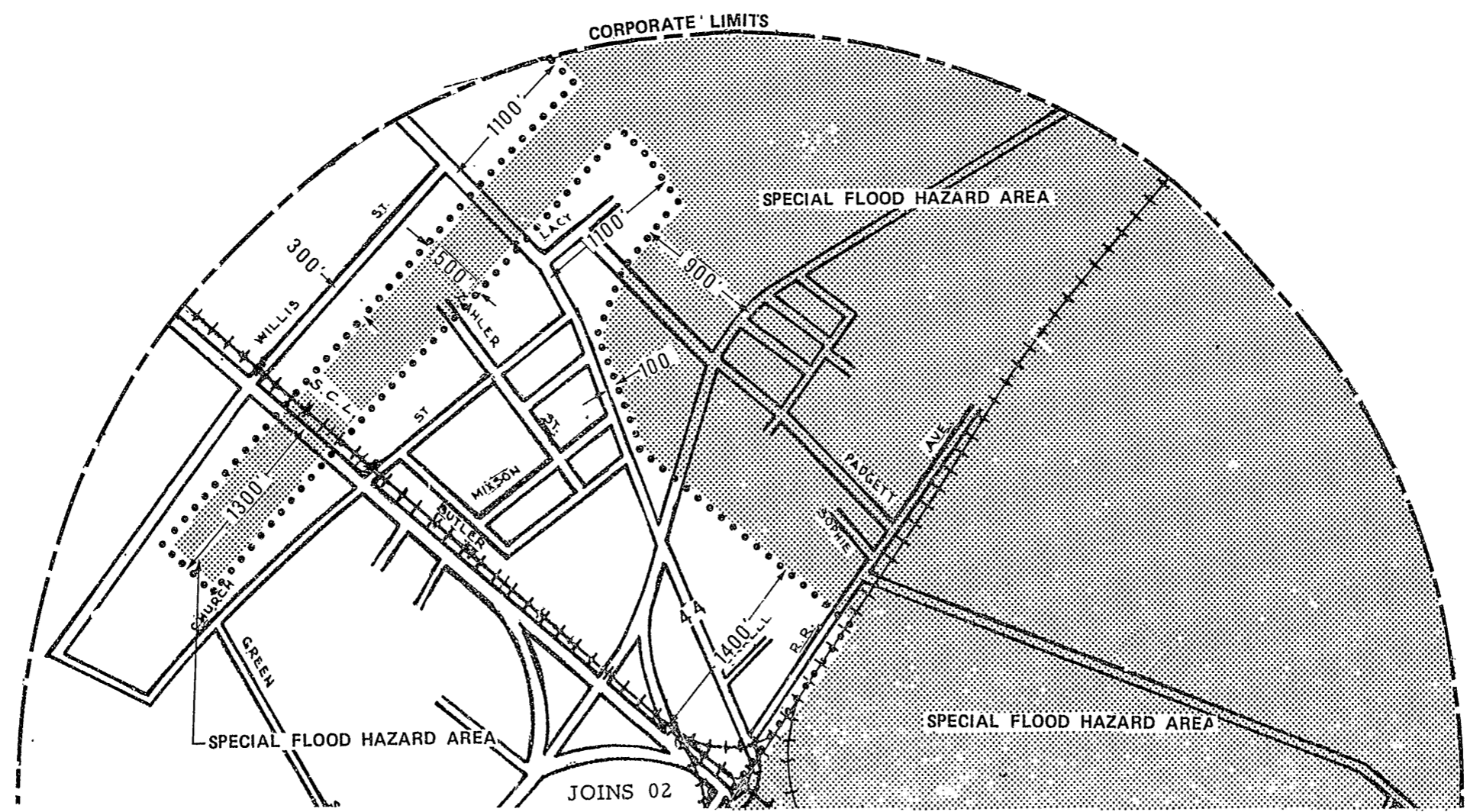
SPECIAL FLOOD HAZARD AREA
IDENTIFICATION DATE
JUNE 21, 1974

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Federal Insurance Administration
TOWN OF YEMASEE, SC
(HAMPTON CO.)
MAP INDEX
FIA FLOOD HAZARD BOUNDARY MAPS
No. H 01-02

BEST Available Copy

Historical Microfiche

BEST Available Copy



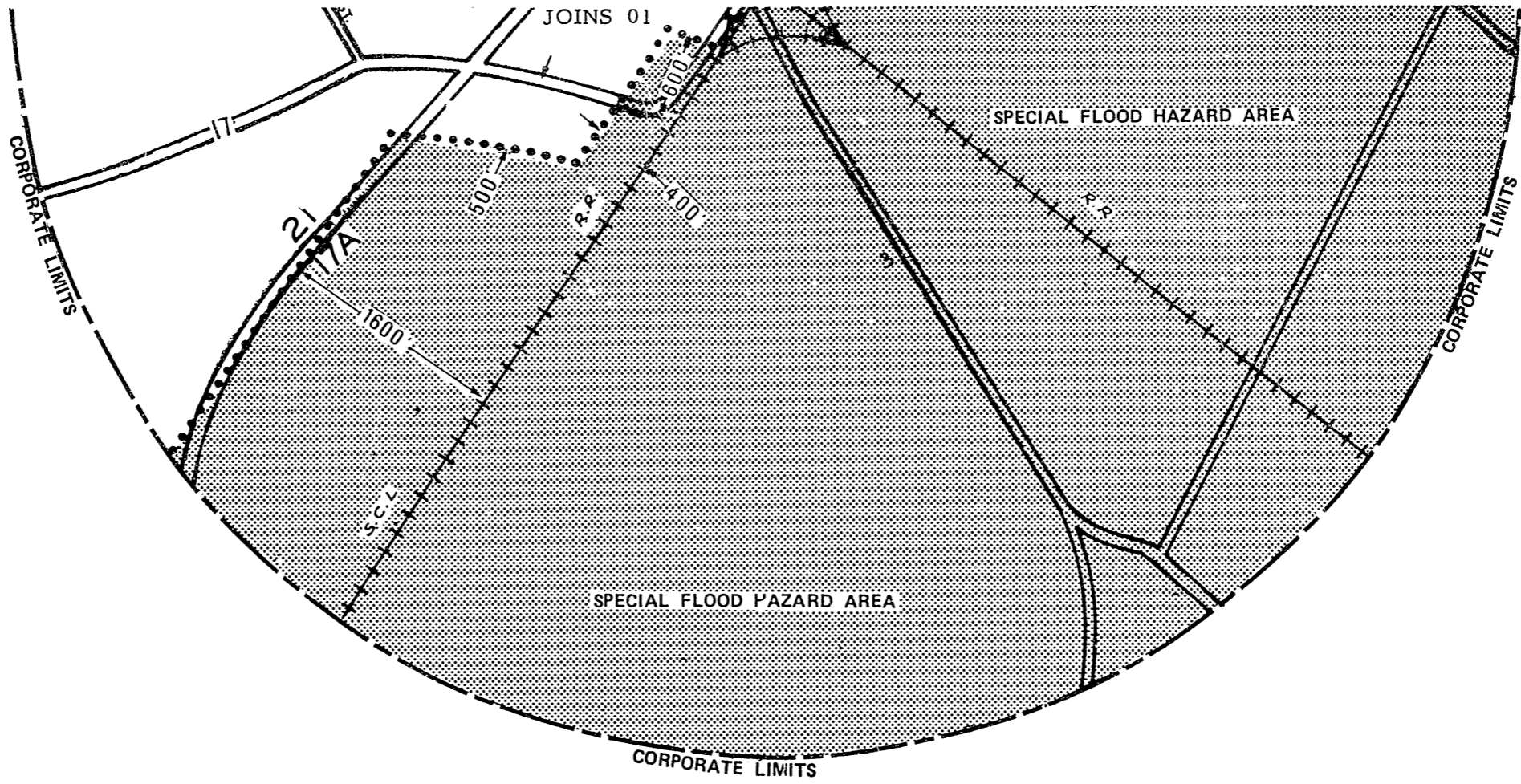
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Federal Insurance Administration

TOWN OF YEMASEE, SC
(HAMPTON CO.)

FIA FLOOD HAZARD BOUNDARY MAP
No. H-01

Effective Date:
JUNE 21, 1974

BEST Available Copy



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 Federal Insurance Administration
 TOWN OF YEMASEE, SC
 (HAMPTON CO.)

APPROXIMATE SCALE
 500 0 1000 2000 3000 FEET

FIA FLOOD HAZARD BOUNDARY MAP
 No. H02

Effective Date:
 JUNE 21, 1974

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-03, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the City of North Charleston for Law Enforcement Services.

Department: Police

Attachments:

___ Ordinance X Resolution ___ Motion

X Support Documents _____ Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the City of North Charleston for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 21-03

TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE CITY OF NORTH CHARLESTON, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee and the City of North Charleston, each an incorporated municipality and political subdivision of the State of South Carolina, have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the City of North Charleston, as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the City of North Charleston. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9th DAY OF FEBRUARY 2021.

Colin J Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

STATE OF SOUTH CAROLINA)	LAW ENFORCEMENT
)	MUTUAL AID AGREEMENT
COUNTY OF CHARLESTON)	CITY OF NORTH CHARLESTON /
		TOWN OF YEMASSEE

This agreement, made this 17 day of DECEMBER, 2020, between the City of North Charleston (hereinafter "North Charleston"), through the North Charleston Police Department (hereinafter "NCPD") and Town of Yemassee (hereinafter "Yemassee"), through Town of Yemassee Police Department (hereinafter "YPD") provides as follows:

SECTION 1: PURPOSE OF THE AGREEMENT AND SERVICES TO BE PROVIDED

Whereas, it is the mutual advantage and benefit of North Charleston and Yemassee that each agency to render mutual aid law enforcement services as may be needed from time to time. It is further recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control, and other emergency service situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 2: AUTHORITY

Any county, incorporated municipality or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions and in accordance with 23-1-210 and 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 3: POWER OF AUTHORITY OVER PERSONNEL, EQUIPMENT, AND FACILITIES

- A) North Charleston authorizes the Police Chief of the NCPD or his designee to render and request mutual law enforcement aid from Yemassee to the extent of available personnel, equipment, and facilities not required for adequate protection for the remainder of Yemassee. The Chief or commanding officer of Yemassee shall

determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to NCPD. His/Her decision shall be final.

- B) Yemassee authorizes the Police Chief or his designee to render and request mutual law enforcement aid from NCPD to the extent of available personnel, equipment and facilities required for adequate protection. The Police Chief or commanding officer of the NCPD shall determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to Yemassee. NCPD Chief's decision shall be final.
- C) Law Enforcement officers acting under this agreement shall be commanded by superior authority within their own agency to maintain the peace and/or perform duties outside of their territorial limits. These law enforcement officers shall be under direction and authority of one person from their own agency/jurisdiction. That person shall in turn be under the direction and authority of the host jurisdiction to which they are called to perform law enforcement and/or peace duties. They shall have the power and authority of law enforcement officers and peace officers as provided by law, including the power to arrest. All arrests and any enforcement actions and prosecutions shall remain within jurisdiction where such action would be properly brought in the absence of this agreement.

SECTION 4: FINANCIAL AGREEMENT

- A) Cooperative law enforcement service shall be rendered without charge to reciprocal participating agencies for routine law enforcement activities.
- B) In the event of any extraordinary cost incurred in the rendering of aid under this agreement, a request may be submitted in writing for compensation by the agency rendering aid.

SECTION 5: LIABILITY

- A) 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 officer or his/her estate 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.
- B) The party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both parties shall be responsible for payment of compensation and benefits only to their respective employees.
- C) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.
- D) This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.
- E) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for 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 aid or law enforcement services under this agreement.

SECTION 6: RECORDS

Each agency shall maintain records concerning the performance of services provided by the agency and make available as required by law pursuant to the Freedom of Information Act for public safety functions performed or arising under this agreement.

SECTION 7: DURATION, MODIFICATION, AND TERMINATION

- A) This agreement shall be in effect and legally binding when signed by each government entity and will renew automatically one year from the date this document is executed and annually each year thereafter unless fourteen (14) days written notice of intent to terminate is provided by one of the parties.

- B) All modifications to this agreement must be in writing and approved by the appropriate governing bodies.

Chief Gregory Z. Alexander
Town of Yemassee Police Department

Date: _____

Mayor Colin Moore
Town of Yemassee

Date: _____

Chief Reggie Burgess
Chief Reggie Burgess
City of North Charleston Police Department

Date: December 9, 2020

Mayor Keith Summey
Mayor Keith Summey
City of North Charleston

Date: December 17, 2020

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-04, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Hampton for Law Enforcement Services.

Department: Police

Attachments:

___ Ordinance X Resolution ___ Motion

X Support Documents _____ Other

Summary: The Police Department desires to enter into an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Hampton for Law Enforcement Services.

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 21-04

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF HAMPTON, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Hampton, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the the Town of Hampton Police Department as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Hampton Police Department. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
 COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Hampton Police Department, 608 First Street W, Hampton, SC 29924.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Hampton Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Hampton Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Hampton 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Hampton / Hampton Police Department

Perry McAlhaney, Chief of Police
Hampton Police Department

Jimmy Bilka, Mayor
Town of Hampton

Shannon Altman, Town Clerk
Town of Hampton

Beth Chapin, Mayor Pro-Tem
Town of Hampton

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-05, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Varnville for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Varnville for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

- Approved as Recommended
- Approved with Modifications
- Disapproved
- Tabled to Time Certain
- Other

RESOLUTION 21-05
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF
VARNVILLE, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Varnville, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Varnville as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Varnville. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Varnville Police Department, 95 East Palmetto Ave, Varnville, SC 29944.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Varnville Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Varnville Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Varnville 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Varnville / Varnville Police Department

Tyrone Smith, Chief of Police
Varnville Police Department

Nathaniel Shaffer
Town of Varnville

Town Clerk
Town of Varnville

Witness
Town of Varnville

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-06, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Estill for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Estill for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

RESOLUTION 21-06

**A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF ESTILL,
SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES**

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Estill, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Estill as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Estill. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Estill Police Department, 323 Martin Luther King, Jr Blvd S, Estill, SC 29918.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Estill Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Estill Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Estill 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Estill / Estill Police Department

Alex David Williams, Chief of Police
Estill Police Department

Corrin F. Bowers III
Town of Estill

Caryn Miller, Town Administrator
Town of Estill

Witness
Town of Estill

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-07, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Ridgeland for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Ridgeland for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

Yemassee Municipal Complex

101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577

Telephone (843) 589-2565 Fax (843) 589-4305

www.townofyemassee.org

RESOLUTION 21-07
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF
RIDGELAND, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Ridgeland, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Ridgeland as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Ridgeland. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Ridgeland Police Department, 11323 N. Jacob Smart Blvd, Ridgeland, SC 29936.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Ridgeland Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Ridgeland Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Ridgeland 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Ridgeland / Ridgeland Police Department

Richard V. Woods Jr, Chief of Police
Ridgeland Police Department

Joseph N. Malphrus, Mayor
Town of Ridgeland

Dennis E. Averkin, Town Administrator
Town of Ridgeland

Witness
Town of Ridgeland

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-08, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the City of Hardeeville for Law Enforcement Services.

Department: Police

Attachments:

___ Ordinance X Resolution ___ Motion

X Support Documents _____ Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the City of Hardeeville for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 21-08
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE CITY OF
HARDEEVILLE, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the City of Hardeeville, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the City of Hardeeville as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the City of Hardeeville. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Hardeeville Police Department, 26 Martin St, Hardeeville, SC 29927.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Hardeeville Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Hardeeville Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Hardeeville 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

City of Hardeeville / Hardeeville Police Department

Sam Woodward, Chief of Police
Hardeeville Police Department

Harry Williams, Mayor
City of Hardeeville

Michael J. Czymbor, City Manager
City of Hardeeville

Witness
City of Hardeeville

Colin J Moore
Mayor
Peggy Bing-O'Banner
Mayor Pro Tempore
Matthew Garnes
Town Clerk



Council Members
Michelle Hagan
Charlie Simmons
Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-09, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Bluffton for Law Enforcement Services.

Department: Police

Attachments:

___ Ordinance X Resolution ___ Motion

X Support Documents _____ Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Bluffton for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

- ___ Approved as Recommended
- ___ Approved with Modifications
- ___ Disapproved
- ___ Tabled to Time Certain
- ___ Other

RESOLUTION 21-09
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF
BLUFFTON, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Bluffton, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Bluffton as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Bluffton. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Bluffton Police Department, 101 Progressive St, Bluffton, SC 29910.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Bluffton Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

2. Request for Assistance

- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
 - i. Emergency Situations
 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Bluffton Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Bluffton 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Bluffton / Bluffton Police Department

Stephanie Price, Chief of Police
Bluffton Police Department

Lisa Sulka, Mayor
Town of Bluffton

Scott Marshall, Interim Town Manager
Town of Bluffton

Witness
Town of Bluffton

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-10, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Port Royal for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Port Royal for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

Yemassee Municipal Complex

101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577

Telephone (843) 589-2565 Fax (843) 589-4305

www.townofyemassee.org

RESOLUTION 21-10
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF PORT
ROYAL, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Port Royal, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Port Royal as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Port Royal. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Port Royal Police Department, 1748 Paris Ave, Port Royal, SC 29935.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Port Royal Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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 & Jurisdiction

- a. 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 still exist between the agencies. The assistance is 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 the areas of operation that are located outside the geopolitical territorial limits of that party

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- a. The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as 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:
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 - ii. Civil Disorders
 - iii. Natural or Manmade Disasters
 - iv. Mass Processing of Arrests
 - v. Transporting of Prisoners
 - vi. Operating Temporary Detention Facilities & Housing Inmates
 - vii. Arrests
 - viii. Pursuits of Criminal Suspect(s)
 - ix. Location of Missing Person(s)
 - x. Traffic Control & Safety
 - xi. Criminal Investigations; or
 - xii. Any other matter handled by Law Enforcement for that particular jurisdiction.

3. Primary Responsibility

- a. 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

- i. **Request.** A request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Port Royal Police Department, and 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.
- ii. **Reply.** A reply to any request for assistance shall only be made by the Chief of the Yemassee Police Department, or his/her designee, or the Chief of the Port Royal 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.

- iii. **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/handbook of the law enforcement agency by which they are regularly employed.
- iv. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers use their best efforts to complete the requested service prior to being released.

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. 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 personal and other usual records as to its assigned officers.
- b. 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.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

- a. This agreement shall in no manner, affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. Insurance

- a. 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.

9. Employment Status

- a. Nothing herein shall be construed or interpreted to imply that the law enforcement agencies responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. Modification or Amendment

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

11. Responsibility to Respective Governing Bodies

- a. Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. Severability

- a. 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.

13. Binding Successors in Office

- a. 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.

14. No Indemnification or Third-Party Rights

- a. 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 rights or obligations in favor of any party or entity not a party to this agreement.

15. Termination

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

16. Term and Renewal

- a. 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.

17. Use of Equipment and Facilities

- a. 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 THEREOF, these parties have set their hands and seals at the date set forth above.

Town of Yemassee / Yemassee Police Department

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

Town of Port Royal / Port Royal Police Department

Alan Beach, Chief of Police
Port Royal Police Department

Joe Devito, Mayor
Town of Port Royal

Van Willis, Town Manager
Town of Port Royal

Witness
Town of Port Royal

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-11, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the City of Beaufort for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the City of Beaufort for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

Approved as Recommended

Approved with Modifications

Disapproved

Tabled to Time Certain

Other

Yemassee Municipal Complex

101 Town Cir P.O. Box 577 Yemassee, SC 29945-0577

Telephone (843) 589-2565 Fax (843) 589-4305

www.townofyemassee.org

RESOLUTION 21-11
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL
TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID
BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE CITY OF
BEAUFORT, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the City of Beaufort, an incorporated municipality of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the City of Beaufort as presented at Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the City of Beaufort. (Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 9TH DAY OF FEBRUARY 2021.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
)
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Beaufort Police Department, 1901 Boundary St, Beaufort, SC 29902.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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 Yemassee Police Department desires to enter into such an agreement with the Beaufort Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

WHEREAS, the purpose of this 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, and the requesting agency desires 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, THEREFOR, in consideration of the mutual covenants and promises contained herein, 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:

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Town of Yemassee / Yemassee Police Department

WITNESSES

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Yemassee Police Department

Colin J. Moore, Mayor
Town of Yemassee

Matthew E. Garnes, Town Clerk
Town of Yemassee

Peggy Bing-O’Banner, Mayor Pro-Tem
Town of Yemassee

City of Beaufort / Beaufort Police Department

Dale McDorman, Chief of Police
Beaufort Police Department

Stephen D. Murray III, Mayor
City of Beaufort

Reece Bertholf, Interim City Manager
City of Beaufort

Witness
City of Beaufort

2021 BUSINESS LICENSES ISSUED

Business Name	License Number
Browns Septic Tank Service	210000
Johannas J. Singleton	210001
Coastal Air	210002
Kintz Electric, LLC	210003
Tanknology, Inc.	210004
American Plumbing	210005
Tri County Mech, INC	210006
Action Roofing	210007
Eurovia Atlantic Coast LLC / Blythe	210008
Big Daddy Landscaping	210009
Best Plumbing	210010
A Touch From Above	210011
CHM Underground, LLC	210012
Colin Moore	210013
ATC Group Services, LLC	210014
China Town Restaurant	210015
Upper Room Realty, Inc.	210016
Gasque & Associates, Inc.	210017
Gibson Land Clearing	210018
Padgett Tree Service	210019
Harmon Lawn Services, LLC	210020
JS Thompson Services, LLC	210021
Hair of Essences	210022
Graceland Trucking, LLC	210023
Seacoast Security Shredding, INC	210024
Palmetto Exterminators, INC	210025
Tommies Auto & Diesel	210026
Happy Go Lucky	210027
Marlin Outdoor Advertising	210028
Community Trade School. INC	210029
The White Company	210030
DDS Environmental	210031
Gas Works Too, INC	210032
Shoreline Screens & Graphics	210033
Tideland Realty	210034

2021 BUSINESS LICENSES ISSUED

Ocean Woods Landscaping Co, INC	210035
EnMark Stations, INC	210036
Codwell Banker Todd Land	210037
Estill Gas Company	210038
Safe Touch of Georgia	210039
Hair Attraction	210040
Lamar Advertising Company	210041
Murray Transport	210042
Gregory Z Alexander	210043
J & C Window Cleaning Services, LLC	210044
D-1 Landscaping	210045
McClures Wrecker Service	210046
OCS Garage Doors & Hurricane	210047
Carolina Air	210048
Hamilton Irrigation & Lawn	210049
Miracle Hair Design	210050
Amy Ayann, LLC d/b/a Snappy Liquor	210051
Amy Ayann, LLC d/b/a Snappy Foods	210052
Amy Ayann, LLC d/b/a Snappy Laundry	210053
Sundays Deals And Steals	210054
BHHS / Bay Street Realty Group	210055
Stephens Do All	210056
Loves Travel Stops & Country Stores Inc	210057
Hardees	210058
Home Repair & Remodeling, LLC	210059
ADT, LLC	210060
Uni First	210061
Hampton Furniture & Appliances	210062

2021 BUSINESS LICENSES ISSUED

Henson the Handyman	210063
Harold's Country Club	210064
Burr & Temkin South, INC	210065
Advanced Safe & Lock INC	210066
Orkin Pest Control	210067
De Lage Laden Financial Services	210068
Beaufort Towing	210069
Comcast Broadband Security, LLC	210070
Comcast Business Class Security, LLC	210071
Bug Busters, INC	210072
Lowcountry Concrete of Ridgeland	210073
Jerry's Used Cars, LLC	210074
Jerry's Used Cars and Auto Parts, Inc	210075
Lucky Duck Distillery, LLC	210076
Carolina LPD Services	210077
O'Shaughnessy Real Estate, INC	210078
Yemassee Enterprise BP/Subway	210079
Central Hardware	210080
Dollar General Store # 9940	210081
Advanced Door Systems, INC	210082
Carolina Containers of Beaufort, LLC	210083
Silver Bullet	210084
Zinc's Kitchen	210085
Carolina Graphics	210086
R&M Conv. Store, LLC	210087
S&S Disposal	210088
NorthPoint Heating & Air Inc	210089
Classic City Utilities	210090

2021 BUSINESS LICENSES ISSUED
