



## TOWN OF YEMASSEE TOWN COUNCIL MEETING

Tuesday, August 9, 2022 – 6:30PM

Yemassee Municipal Complex, 101 Town Cir, Yemassee SC 29945-3363

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- I. Call to Order – Mayor Colin Moore**
- II. Pledge of Allegiance & Invocation**
- III. Determination of Quorum**
  - a. Consent of the Agenda for the Tuesday, August 9, 2022, Town Council Meeting
  - b. Approval of the July 12, 2022, Town Council Meeting Minutes
- IV. Old Business**
  - a. Consideration of an Ordinance Amending the Town of Yemassee FY22 Budget to Recognize Additional Expenditures and to Allocate Sources of Revenue for all Funds [Ordinance 22-12]
  - b. Consideration of a Resolution adopting the updated Town of Yemassee Employee Handbook & Personnel Policy and repealing the existing policy [Resolution 22-09]
- V. New Business**
  - a. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement with Beaufort and Jasper Counties, the Town of Bluffton, Town of Port Royal, the City of Beaufort, the City of Hardeeville, and the Town of Hilton Head Island to jointly create, fund, and operate a Regional Housing Trust Fund [Resolution 22-10]
  - b. Consideration of an Ordinance Amending Portions of the Town of Yemassee Code, Chapter 3 (Animals) [Ordinance 22-13]
- VI. Department Reports**
  - a. Police Department
  - b. Administration
  - c. Public Works
  - d. Municipal Court
- VII. Committee Reports**
  - a. Section 504 Committee
  - b. Zoning Board
- VIII. Public Comment**
  - a. Public Comment must be submitted to the Town Clerk at least five minutes prior to the start of the meeting.
- IX. Council Discussion**
  - a. Review of Elected Officials handbook (10 minutes)
  - b. Willis St Basketball Court

**“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.”**

**X. Executive Session**

- a. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened or potential claim or other means covered by the attorney-client privilege, settlement or legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim. (Pursuant to SC Freedom of Information Act 30-4-70[a][2])
- b. Discussion of matters related to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body. (Pursuant to SC Freedom of Information Act 30-4-70[a][5])

**XI. Action as a Result of Executive Session**

**XII. Adjournment**

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



**Council Members**  
Alfred Washington  
Stacy Pinckney  
David Paul Murray

## Town Council Agenda Item

**Subject:** Approval of the July 12, 2022, Town Council Meeting Minutes

**Department:** Administration

**Submitted by:** Matthew Garnes, Town Clerk

### **Attachments:**

|   |                   |   |            |  |       |
|---|-------------------|---|------------|--|-------|
|   | Ordinance         |   | Resolution |  | Other |
| √ | Support Documents | √ | Motion     |  |       |

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**Summary:** Meeting minutes of the July 12, 2022, Town Council Meeting

**Recommended Action:** Approve minutes as presented.

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### **Council Action:**

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

**Minutes**  
**Town of Yemassee Town Council**  
**July 12, 2022, Regular Town Council Meeting 6:30 PM**  
101 Town Cir, Yemassee, SC 29945-3363

**Attendance:**

Present: Mayor Colin Moore, Mayor Pro-Tem Peggy O'Banner and Council Member Alfred Washington, Council Member Stacy Pinckney, Council Member David Paul Murray, Town Clerk Matthew Garnes, Chief Gregory Alexander, Police Captain Joe Loadholt, Human Resources Director Caroline Koger and Town Attorney Tom Johnson

Absent: None

Media Present: Lowcountry Inside Track, Ltd.

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**Call to Order:**

Mayor Moore called the Tuesday July 12, 2022, Regular Town Council Meeting to order at 6:31 PM.

**Pledge of Allegiance & Invocation**

Council Member Murray led the Pledge of Allegiance and Invocation.

**Determination of Quorum:**

Mayor Moore asked for a motion to approve the agenda as presented for July 12, 2022, Regular Town Council Meeting as presented. Council Member Murray made the motion. There was no discussion. Second by Council Member Washington. **All in favor, Motion Passed, Agenda Adopted.**

Mayor Moore asked for a motion to approve the June 14, 2022, Town Council Meeting minutes as presented. Mayor Pro-Tem O'Banner made the motion. There was no discussion. Second by Council Member Washington. **All in favor, Motion Passed.**

Mayor Moore asked for a motion to approve the July 1, 2022, Budget Workshop minutes as presented. Mayor Pro-Tem O'Banner made the motion. There was no discussion. Second by Council Member Pinckney. **All in favor, Motion Passed.**

Mayor Moore asked for a motion to approve the July 1, 2022, Special Town Council Minutes as presented. Council Member Pinckney made the motion. There was no discussion. Second by Mayor Pro-Tem O'Banner. **All in favor, Motion Passed.**

## **Presentations:**

Ms. Ashley Kellahan, Field Services Representative from the Municipal Association of South Carolina introduced herself to the Council as the town's representative. She informed the Council about various technical assistance programs that are available from the association and training opportunities.

## **New Business:**

Mayor Moore read a proclamation regarding National Night Out 2022. Council Member Murray made a motion to adopt. There was no discussion. Second by Council Member Pinckney. **All in favor, Motion Passed.**

Mayor Moore read Resolution 22-08, a Resolution to Appoint Two new members to the Section 504 Committee. Mr. Garnes reported that this is the ADA accessibility committee that is required to remain eligible for grant funding and the two new members would be Robert Steif, landowner at 4 Trask Pkwy and Brenetta Solomon, resident on Riley St. Mayor Pro-Tem O'Banner made the motion to adopt the resolution. Second by Council Member Murray. **All in favor, Motion Passed.**

Mayor Moore read Resolution 22-09, Adopting a new Employee handbook. Ms. Koger reviewed the proposed modifications which are in line with other towns. Mayor Pro-Tem O'Banner requested additional time to review the proposed changes and made a motion to table the resolution until the August Town Council meeting. Second by Council Member Washington. **All in favor, Motion Passed.**

Mayor Moore read Ordinance 22-12, An Ordinance Amending the Town of Yemassee FY22 Budget. Mr. Garnes explained that revenue shortfalls occurred, specifically for two grants that we anticipated receiving funds for this year but due to factors outside of the towns control, it did not occur during the budget year. Some income items were amended as additional revenue was generated that exceeded projections. Council Member Pinckney made the motion to approve first reading. Second by Council Member Murray. **All in favor, Motion Passed.**

## **Department Reports:**

Police Department – Chief Alexander announced that National Night Out will be August 2 from 6-8PM at the Town Hall. Police Officers, Fire and other community organizations will be on hand. There will be backpacks loaded with school supplies for giveaways. Chief mentioned Zone A & B held a joint meeting and Zone D continues to meet monthly.

Administration – Mr. Garnes provided updates on the active grant projects. The PARD grant for the Willis Street Basketball Court was officially closed out last week. Staff from

SC PRT came down and conducted a walkthrough of the site. Mr. Garnes provided an overview of the project for anyone not familiar; the grant award was for \$25,000 plus a local match of \$6,250. The project included resurfacing of the basketball court, restroom renovations, security camera installation and the addition of a paved parking lot with sidewalk to the court and restrooms.

The Yemassee Clearance Project, also known as the Demolition Project, is still in the environmental stage. Terracon is expected on site this week to conduct asbestos testing on two more houses and upon completion of that, LCOG will be able to solicit bids for a demolition contractor.

The Water/Sewer Project has been slow due to difficulties in securing a commercial appraiser. The project requires obtaining easements from property owners, both residential and commercial, and an appraiser is needed to value the specific easements. Once an appraiser can be found and the properties appraised, work can continue.

Over the last month, the following permits were issued:

- New Commercial Building Permit (1)
- New Residential Accessory Dwelling Permit (1)
- Commercial Electrical Permit (1)
- Exempt Plat Application (3)
- E-911 Addressing Application (1)
- Mobile Home Placement Permit (1)

Public Works – No Report

Municipal Court – No Report.

### **Public Comment**

Ben Fennell (386 Tuliffiny Rd) – Mr. Fennell commented about ongoing safety concerns at the Maltese Arms Shooting Range on Pocatigo Road. Mr. Fennell implored the Council to take action to close the establishment and remarked that its ironic the town is having a National Night Out against crime when there is this issue in our backyard.

Mayor Pro-Tem O'Banner stated that each month they will cover a portion of the elected officials handbook for ten minutes.

### **Executive Session:**

Mayor Moore requested a motion to enter executive session. Council Member Washington made the motion. Second by Council Member Murray. **All in favor.**  
**Executive Session entered at 7:09PM.**

Mayor Moore requested a motion to conclude executive session. Council Member Washington made the motion. Second by Council Member Pinckney. **All in favor. Executive session ended at 7:39PM.**

#### **Action from Executive Session**

Council Member Pinckney made a motion to appoint Loretta Beckett as Associate Judge. Second by Council Member Washington. **All in favor, Motion Passed.**

#### **Adjournment**

Mayor Moore asked for motion to adjourn. Council Member Pinckney made the motion to adjourn. Second by Mayor Pro-Tem O'Banner. All in favor, **Meeting Adjourned at 7:42PM.**

***Recommended Motion***  
***(July Town Council Meeting Minutes)***

***I make a motion to:***

- ***Approve***
- ***Approve with Conditions/Corrections***
- ***Deny***

***The minutes of the July 12, 2022 Town Council Meeting.***



*Mayor*  
Peggy Bing-O'Banner  
*Mayor Pro Tempore*  
Matthew Garnes  
*Town Clerk*



***Council Members***  
Alfred Washington  
Stacy Pinckney  
David Paul Murray

## Town Council Agenda Item

**Subject:** Consideration of an Ordinance Amending the Town of Yemassee FY22 Budget to Recognize Additional Expenditures and to Allocate Sources of Revenue for all Funds. [Ordinance 22-12]

**Department:** Administration

**Submitted by:** Matthew Garnes, Town Clerk

### **Attachments:**

|   |                   |   |            |  |       |
|---|-------------------|---|------------|--|-------|
| √ | Ordinance         |   | Resolution |  | Other |
| √ | Support Documents | √ | Motion     |  |       |

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**Summary:** To balance the budget with various income and expenditure amendments, the Town must amend the current budget for fiscal year 2022.

**Recommended Action:** Approve second and final reading of Ordinance 22-12

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### **Council Action:**

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YEMASSEE  
AMENDING THE BUDGET FOR THE TOWN OF YEMASSEE, SOUTH CAROLINA,  
FOR THE FISCAL YEAR ENDING AUGUST 31, 2021; TO PROVIDE FOR THE  
EXPENDITURES OF CERTAIN FUNDS; AND TO ALLOCATE SOURCES OF  
REVENUE FOR THE SAID FUNDS.**

**ORDINANCE NO. 22-12**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the Budget Ordinance 21-19 on August 26, 2021, for the fiscal year 2022; and

**WHEREAS**, pursuant to Section 1 of said budget, the Town Council desires to amend the General Fund appropriations for Fiscal Year 2022 to reflect income shortfalls pertaining to delays in anticipated grant funding, increases in revenue in various departments and;

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF YEMASSEE, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:**

**SECTION 1. AMENDMENT** The adopted fiscal year 2022 budget is amended to make the following changes and additions to the projected revenue and expenditure accounts as follows:

**GENERAL FUNDS REVENUE AMENDMENT**

| <b>Source</b>               | <b>Original Budgeted Amount</b> | <b>Amended Budgeted Amount</b> |
|-----------------------------|---------------------------------|--------------------------------|
| <b>General Fund Revenue</b> | \$2,581,999.77                  | \$2,148,529.09                 |

**GENERAL FUNDS EXPENSE AMENDMENTS**

| <b>Department</b>            | <b>Original Budgeted Amount</b> | <b>Amended Budgeted Amount</b> |
|------------------------------|---------------------------------|--------------------------------|
| <b>Administration</b>        | \$1,069,220.85                  | \$659,799.47                   |
| <b>Police Department</b>     | \$899,122.49                    | \$898,532.46                   |
| <b>Victim Services</b>       | \$81,162.07                     | \$73,230.85                    |
| <b>Public Works</b>          | \$395,158.41                    | \$312,424.91                   |
| <b>Municipal Court</b>       | \$119,109.39                    | \$97,237.62                    |
| <b>Festivals</b>             | \$0.00                          | \$12,944.59                    |
| <b>Community Center</b>      | \$0.00                          | \$2,720.05                     |
| <b>Recreation Department</b> | \$5,534.54                      | \$11,639.14                    |

**SECTION 2. SEVERABILITY** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 3. EFFECTIVE DATE** This Ordinance shall be effective upon its enactment by the Town Council for the Town of Yemassee.

\_\_\_\_\_  
Colin J. Moore, Mayor

\_\_\_\_\_  
Peggy Bing-O'Banner, Mayor Pro-Tem

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David Paul Murray, Council Member

\_\_\_\_\_  
Alfred Washington, Council Member

\_\_\_\_\_  
Stacy Pinckney, Council Member

\_\_\_\_\_  
Tom Johnson, Town Attorney

ATTEST:

\_\_\_\_\_  
Matthew E. Garnes, Town Clerk

(Seal)

## ***Recommended Motion***

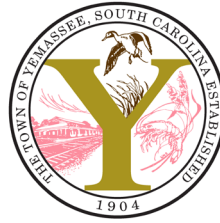
***(Ordinance 22-12)***

***“I make a motion to:***

- ***Approve***
- ***Approve with Conditions/Corrections***
- ***Deny***

***Second and final reading on Ordinance 22-12, An  
Ordinance Amending the Town of Yemassee FY22  
Budget”***

*Mayor*  
 \_\_\_\_\_  
 Peggy Bing-O'Banner  
*Mayor Pro Tempore*  
 \_\_\_\_\_  
 Matthew Garnes  
*Town Clerk*



*Council Members*  
 Alfred Washington  
 Stacy Pinckney  
 \_\_\_\_\_  
 David Paul Murray

## Town Council Agenda Item

**Subject:** Consideration of a Resolution Adopting an Updated Town of Yemassee Employee Handbook & Personnel Policy and repealing the Existing Version [Resolution 22-09]

**Department:** Administration

**Submitted by:** Caroline Koger, Human Resources

### **Attachments:**

|   |                   |   |            |  |       |
|---|-------------------|---|------------|--|-------|
|   | Ordinance         | √ | Resolution |  | Other |
| √ | Support Documents | √ | Motion     |  |       |

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**Summary:** At Councils direction, Staff have drafted an updated employee handbook to replace the existing, outdated handbook in use. This item was considered at the July Town Council meeting where it was tabled for further review until the next Town Council meeting.

**Recommended Action:** Adopt Resolution 22-09, Approving the proposed updates to the Town of Yemassee Employee Handbook & Personnel Policies.

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### **Council Action:**

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

# TOWN OF YEMASSEE

## Policy & Procedures



2011

# Policy & Procedures



2011

**ARTICLE:**

**RIGHTS OF EMPLOYEES**

**SECTION 1.** The use of the male pronoun "he" in this policy shall be deemed to include the female as well as male employees unless the policy indicates to the contrary. Whenever there is a reference to "employee" in the body of this Policy, it is in reference to the employees.

**SECTION 2.** It is the policy and practice of the Town of Yemassee to provide equal employment opportunity to all persons without regard to race, color, religion, sex, national origin, age, disability or Veterans as defined in applicable Federal and State Laws. This includes hiring, assigning, training, promotions, transfers, termination, compensation, employee benefits and other conditions of employment.

**SECTION 3.** A separate policy and procedures manual, known as YEMASSEE POLICE DEPARTMENT POLICY AND PROCEDURES covers the Yemassee Police Department. The TOWN OF YEMASSEE POLICY AND PROCEDURES MANUAL will not apply to the Police Department Personnel.

**SECTION 4.** There shall be no discrimination, interference, restraint or coercion by the Town of Yemassee against its employees.



## **Purpose of Policies and Procedures Manual**

This personnel manual is presented to acquaint you with the regulations, rules and procedures, as well as benefits, of employees of the Town of Yemassee. It is designed primarily for use by the Mayor, Town Council and Town employees. It shall be the responsibility of each employee to be familiar with these Policies and Procedures.

Our objective is to maintain a staff of efficient, loyal and well-trained employees who are aware of their responsibilities and who are interested in serving the needs of the citizens of the Town of Yemassee.

Our purpose is to establish a consistent personnel policy for the Town and to establish rules governing employment conditions and benefits affecting the employees of the Town of Yemassee.

The Town operates under the Mayor-Council form of government. There are four elected Council members.

These written personnel policies and procedures contain various provisions relating to your employment. This manual and these policies are not a contract of employment. All provisions contained herein are subject to change by the Town Council.

Notwithstanding any of the provisions of this manual or any personnel policies, all employees of the Town of Yemassee are "employees-at-will". Every Any employee may terminate his employment at any time, with or without cause, with or without notice, and the Town has the same right.

If any statement is not clear regarding these policies and procedures, ask your department head to explain it.

## **HIRING POLICIES**

It is the policy of the Town to select the most qualified applicant for a job opening without regard to race, color, religion, gender, age, or national origin. It is also the policy of the Town to comply with all applicable laws and regulations, both Federal and State, which protect the employment and other rights of Veterans and Disabled persons.

This policy relates to all phases of employment, including, but not limited to employment, placement, upgrading, demotion, or transfer; reduction of work force and termination; rates of pay or other forms of compensation and selection for training; and, to the use of all facilities and to participation in all Town sponsored employee activities.

In selecting the most qualified applicant, equal consideration will be given to each of the following:

1. Honesty and integrity
2. Work experience
3. Education
4. Trade or business school
5. Demonstrated ability
6. Demonstrated reliability

Vacant positions in Town government under the control of the Mayor will be advertised to the public.

## **EMPLOYMENT**

State statute prohibits nepotism, and The Town of Yemassee adheres to this statute. Two members of an immediate family shall not be employed in the same department. Immediate family is defined as wife, husband, mother, father, son, (step or half), daughter, (step or half), brother, (step or half), sister, (step or half) mother/father-in-law, son/daughter-in-law, sister/brother-in-law, grandmother,

grandfather and grandchild. Upon discretion of the Mayor or Council or both, this state statute may be waived.

**For all-purposes in this manual, the following definitions shall apply:**

1. **Regular full-time employee-** an employee who, upon employment, is expected to be employed for more than the ensuing six (6) months and works the entire normally established work period for his classified position.
2. **Regular part-time employee-** an employee who is expected to be employed for more than the ensuing six (6) months, but will work less than the entire normally established work period for this classified position. Part-time employees will not be eligible for vacation, sick leave, or any benefits that are available through the Town.
3. **Temporary employee-** an employee who is employed for a period not to exceed six (6) months. Temporary appointments are to be used to provide for specific, defined projects, for peak workloads, and for short time replacement of regular employees on leave of absence.

Temporary employees have no continuing status. Temporary full-time employees will be granted legal holidays.

### **PROBATIONARY PERIOD**

All employees will serve in a probationary status during the first ninety days of employment. During this period, the employee's performance will be observed to determine fitness and ability to carry out the responsibilities of the position. An employee who has been granted probationary status shall attain regular status upon completion of ninety days of satisfactory service.

During the probationary period, the employee serves at the will and pleasure of the Town and he may be dismissed by the Department Head upon approval of the Mayor without right of appeal. No employee will be discharged in retribution of his exercise of any constitutionally protected right.

## PERSONNEL RECORDS

The Clerk/Treasurer will maintain a service record on each employee containing all information pertinent to his/her employment, including such data as employment application, evaluation reports, leave records, special commendation, training, and educational activities, pay benefits and documents related to promotions and transfers. All information in the employee's record shall be available to the employee for review upon written request to the Mayor or Town Council. Employees may only look at their files in the Town Hall. No files may be taken out of the YEMASSEE MUNICIPAL COMPLEX.

### Procedures

1. Inquiries concerning employee records shall be in writing and directed to the Mayor.
2. The employee's entire individual personnel file shall be open for the employee's review.
3. The Town Clerk and Clerk/Treasurer shall be responsible for the employee's time and data sheet.
4. Personnel records shall be maintained in accordance with the policy established by the Town of Yemassee.

**HOURS OF WORK-** The work day begins at the time the employee first commences work or reports for work. In either case, no one that is an hourly employee is to go on the job or off the job without clocking in or out, unless an Emergency Situation arises- this to be determined by the Department Head. In a situation where an hourly employee is required to leave on personal business, he will clock out.

**OVERTIME-** All work performed by any employee in excess of 40 hours per week shall be compensated at time-and-a-half. Practical and reasonable notice will be given to the employee when time permits.

**HOLIDAY-** The Town will recognize and observe the following holidays:

New Years Day  
Martin Luther King Day

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas
- Monday after the Yemassee Shrimp Festival

**HOLIDAYS-** The holiday pay shall consist of the number of regular hours employee would have worked on a scheduled workday at the employee's regularly hourly rate. In order to be eligible for holiday pay, an employee must have been employed for at least (90) calendar days since his last hiring before the holiday. The employee shall have worked on the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless approved prior to the holiday, by the Department Head and the Mayor who determines scheduled holiday pay.

If an employee is required to work on a scheduled holiday, he shall receive eight (8) hours holiday pay.

In the event that any of the paid holidays fall during an employee's Vacation Period, he shall receive pay for said holiday in addition to his regular vacation pay, BUT shall NOT receive an additional day off.

Under no circumstances is an employee who has been out more than fifteen (15) calendar days prior to the holiday, eligible for Holiday Pay.

If one of the above Holidays falls on a day other than a working day, the employees shall be granted a holiday on the day either preceding or following the prescribed Holiday.

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**VACATION-** Each employee who has completed one year of service but less than five years continuous service with the Town shall on the anniversary date of such employee's employment be entitled to one (1) week vacation with pay.

Each employee with five (5) years of continuous service with the Town shall be entitled to two (2) weeks vacation with pay.

Vacation pay will be paid one (1) year from the hiring date as a full time employee.

Employees eligible for vacation pay will receive their vacation pay within one (1) week prior to the beginning of their vacation, providing the employee concerned gives the Town and his Department Head at least fifteen (15) days advance notice; thirty (30) days advance notice if possible.

Vacations are not cumulative and must be taken before the end of each calendar year, and shall be scheduled to conform to operating requirements, the desires of the employees being met where practicable. However, the Town and Department Head reserve the right to rearrange a vacation schedule and reserve the right to select another period with the consent of the employee, and/or staggering individual vacation on a departmental or individual basis.

The Town or Department Head may elect any of the above, but must give reasonable notice of its choice or procedure.

In the event of any major problems arising with the Town, any employee on vacation will be subject to be recalled to work. Failure to return promptly could result in immediate termination.

Any employee who resigns or is terminated after his vacation is completely earned shall be entitled to vacation pay upon his departure.

**JURY DUTY-** When an employee with ninety (90) or more days continuous service with the Town is required to perform jury duty, he will be entitled to a daily supplemental for each day on which he received jury pay of the difference between his jury pay and his eight (8) hour work day based on his regular hourly rate under the following conditions:

1. No supplements will be given unless the employee gives the Town written notice of his intended absence from work.
2. Promptly upon returning to work, the employee must apply for the supplement. Proof of jury service is required.
3. No jury supplement will be given for a holiday.
4. This supplement will be given only for scheduled work time lost and will not be counted in computing overtime.

**FUNERAL LEAVE-** In the event of a death in the immediate family of an employee with ninety (90) days or more continuous service, the Town agrees to allow the employee time off with pay for a period of three (3) consecutive calendar days, one of which must include the day of the funeral. If the funeral is on a Saturday, the employee will be paid for two (2) days. When the employee's regular time off falls within the three (3) consecutive day period, there will be no pay for the three (3) days. Employees will be paid only for the day normally scheduled for work. Funeral pay on such leave will be figured on a 4 or 8 hour regular rate, whichever applies. Funeral leave will not be computed as time worked for the purpose of computing overtime.

**\*\*\*The employee must attend the funeral to be eligible for funeral leave pay.\*\*\***

The immediate family shall be considered to include the following: a spouse, child (half or step), mother, father, brother (half or step), sister (half or step), mother-in-law, father-in-law, grandparent, or grandchild of the employee.

**FAMILY STATUS-** If an employee's marital status or number of dependents changes, he must report the change immediately to the Town Personnel Office.

If an employee changes his address, he must report the change immediately to the Town Clerk or Town Personnel Office.

A current emergency telephone number must be on file with Town clerk or Resource Director. There must be a designated person to contact on file with

**Pay Policy**

All employees of the Town of Yemassee are paid on a weekly basis with pay periods beginning each Wednesday and ending the following Tuesday. Each employee is responsible for completing their time sheets and submitting it to their respective department head for approval. Their department head shall in turn remit the time sheets to the Town Clerk for payroll processing on Tuesday. All employees of the Town of Yemassee are required to be enrolled in Direct Deposit for the duration of their employment with the Town of Yemassee.

\*To be inserted on Page 10



correct phone numbers and locations to be notified in the event of an on-the-job accident.

**HEALTH INSURANCE-** The Town agrees to provide insurance coverage for Town employees only after ninety (90) or more day's continuous service to the Town. This policy is subject change without notice.

In addition, the Town agrees to administer payroll deduction with the consent of the employee on eligible dependents as determined by the insurance company for the Town. The Town will not share any cost of premium for the dependent.

**SUBSTANCE ABUSE POLICY-**

**PURPOSE:** Standards concerning the use of alcohol and drugs, and the use of alcohol and drug-screening test **apply to all.**

**DEFINITIONS:**

**ALCOHOLIC BEVERAGES-**Refer to all liquors, beer and wine.

**PRESCRIPTION AND NONPRESCRIPTION MEDICATION-**

Include any medication given under the direction of a physician or any "over-the-counter" medication that could hinder an employee's ability to safely complete all assigned job tasks.

**ILLEGAL DRUG OR SUBSTANCE-**Includes all illegal drugs or substances that could result in criminal prosecution for possession or use.

**POLICY:** No employee of the Town of Yemassee is allowed to use any illegal drugs or substances as defined in the South Carolina Code of Laws under Controlled Substances or related provisions. Possession and use of prescribed, controlled substances is permitted only with a proper prescription.

**PROCEDURE:**

**Prescription or Non Prescription Medication**-If taking medication that could impair your ability to perform assigned job tasks, inform your immediate supervisor.

**Failure to Inform Supervisor**-Constitutes a violation of this policy and makes you subject to punitive action.

**Drug Testing**-You are compelled to comply, if requested, to submit to urine or blood screening as part of an administrative investigation.

**At the time of hire:**

**Screening**-Initiated at the direction of the Mayor of Yemassee and when:

- Involvement in an accident or when conditions exist that indicate drug or alcohol intoxication.
- Suspicion of alcohol or narcotic intoxication while working.

**Screening Tests**-Performed only under the direction of qualified medical personnel.

**Test Results**-Disclosed only as part of an official investigation or during subsequent disciplinary proceedings.

**Random Drug Testing**-Required at the Mayor's discretion.

**Refusal to Submit to Drug Testing**-termination.

**Positive Test Results**-Termination, including the possibility of criminal prosecution.

**ABSENTEEISM**- Employees who are habitually absent or late for work shall be subject to discharge.

If an employee is unable to report to work because of sickness or other legitimate reason acceptable to the Town, \*he must notify his immediate supervisor before starting time stating reason for absence or tardiness.

If unable to notify his supervisor, the employee must leave a message on the Town Clerk's voicemail (ext. 222).

At this time, doctor's excuses are not necessary, but at any given time, the Town may request an excuse for a period of excessive absenteeism.

Any employee who is absent without notice shall, upon his first offense, be given an oral warning. Upon his second offense, he shall receive a written warning, and, upon his third offense, he shall receive one day off without pay. A fourth offense within a twelve (12) month period can result in termination at the discretion of the Town.

Employees must not be absent without securing permission from his supervisor not later than the day before the absence.

In emergencies that arise after the employee has left the job site, he must notify his supervisor by leaving a message on the Town Clerk's voicemail notifying him of the intended absence two (2) hours prior to starting time, if humanly possible.

All employees are extended three (3) excused absences without notice per year. This means that if your supervisor could not be notified, then no disciplinary action will be taken unless it happens a fourth (4<sup>th</sup>) time. Upon the fourth (4<sup>th</sup>) occasion, a written warning will be issued. A fifth (5<sup>th</sup>) occasion of unreported absence- will result in a three (3) day suspension without pay. A sixth (6<sup>th</sup>) occasion of unreported absence can result in **TERMINATION**. There will be **no** compensation for these absences.

**TARDINESS-** To be handled much the same way as **ABSENTEEISM**.

If an employee is more than one (1) hour late reporting to work, he can be sent home by a supervisor without pay for tardiness.

Unexcused tardiness will be handled in the following way:

First three (3) occasions-Oral Warning (will be documented in the employee's personnel file)

Fourth (4<sup>th</sup>) occasion-Written Warning  
Fifth (5<sup>th</sup>) occasion-Three day Suspension without pay  
Sixth (6<sup>th</sup>) occasion-**TERMINATION**

\*\*\*\*\*

**DEFINITIONS:**

**ABSENCE-** The failure of an employee to report on a day (or days) when scheduled to work.

**TARDINESS-** Failure to be at the employee's assigned work station and ready to assume responsibility of the position by the beginning of his scheduled time to work.

**UNREPORTED-** An absence and/or tardy where notification is not received by the Town by the start of the employee's scheduled work time.

\*\*\*\*\*

**TOWN OF YEMASSEE WORK RULES-** Violation of any of these rules can be grounds for disciplinary action up to and including discharge.

1. Each employee must be at his station ready for work at the scheduled starting time and remain until the scheduled quitting time, which may include overtime.
2. No employee shall walk off the job or leaving the job unattended.
3. No employee shall tamper with TIME CARDS, punch another employee's time card or fail to punch own time card in to work or out to leave work and/or any way falsifying records.

4. No employee shall be insubordinate or disobedient.
5. No solicitation of any kind, including solicitations for membership or subscriptions will be permitted at any time by employees who are supposed to be working or in such a way as to interfere with the work of other employees. Anyone who does so and thereby neglects his work or interferes with the work of others will be subject to disciplinary action.
6. No employee shall create or contribute to unclean and/or unsanitary conditions.
7. No employee shall neglect his duty or fail to maintain work standards.
8. No employee shall use abusive or threatening language to anyone while on the job.
9. No employee shall sleep while on the job.
10. There shall be no gambling on the job.
11. Firearms of any type will not be permitted on the job. The exception to this being the Chief of Police and the members of his force.
12. There shall be no excessive absenteeism or tardiness.
13. Paper, cups, wrappers, cans and bottles and other trash are to be placed in containers for this purpose.
14. There shall be no theft of Town property or personal property belonging to other employees.
15. No employee shall offer or take bribes of any kind in connection with the job.

16. No employee shall bring intoxicants or narcotics into, or consume on the job or Town property. No employee shall report to work under the influence of intoxicants or narcotics.
17. No employee shall deface Town property or personal property belonging to other employees. This to include supplies and tools to perform daily duties.
18. No employee shall abuse or deface vending machines or equipment.
19. No employee shall use Town telephone lines or extensions for personal use without proper authorization.
20. No employee shall interfere with other employees' work by conversing or loitering during working hours or at any other time without proper authorization.
21. No employee shall read books, magazines or newspapers while on the job, except when job related.
22. No employee shall operate machinery or equipment unless authorized by employee's supervisor.
23. No employee shall fail to report to supervisor any mechanical or electrical problems with machinery or equipment of which employee is knowledgeable.
24. No employee shall make or receive personal calls on his cell phone while on duty except in case of an emergency.

**SAFETY-** Violation of any of these rules will be grounds for DISCIPLINARY ACTION OR DISCHARGE:

1. All injuries must be reported to your supervisor immediately.

2. Fighting, habitual carelessness, and playing tricks and jokes on fellow employees are prohibited.
3. All guards, covers and other protective equipment must be kept in place during operation.
4. Gloves are prohibited when operating machines such as drills, lathes, saws, or other moving machinery where their use would create a catching hazard.
5. Report any and all unsafe conditions or acts to your supervisor.
6. Each employee will observe good housekeeping practices at all times.
7. Smoking will be permitted in designated areas only. Not to include corridors of building.
8. Eye protection will be worn in required areas and when using any power tools.
9. Authorized operator only is permitted on mobile equipment, NO RIDERS!
10. No one except authorized personnel is to open electrical panels or boxes.

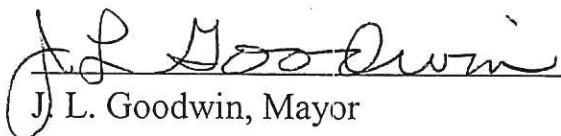
**POLICIES AND PROCEDURES**

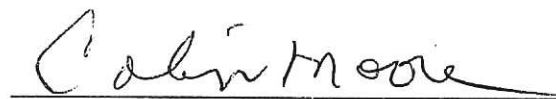
The Town will add or delete policies and procedures along with safety rules as it is deemed necessary. It is impossible to define all hazardous conditions. It is required by the Town that all individuals employed by the Town work in a safe, non-hazardous manner at all times based on common sense and sound judgment.

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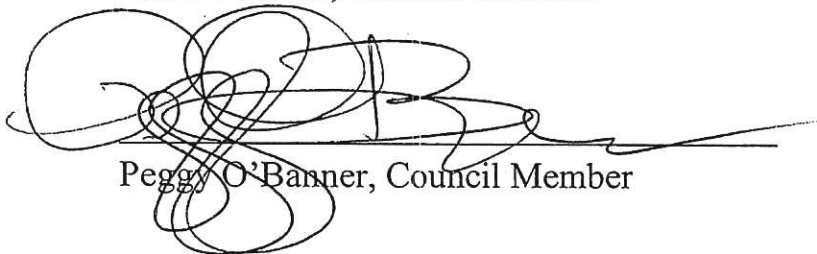
Approved this 17 day of December, 2010  
EFFECTIVE DATE - 28 MARCH 2011

By The Mayor and Town Council.

  
\_\_\_\_\_  
J. L. Goodwin, Mayor

  
\_\_\_\_\_  
Colin Moore, Council Member

\_\_\_\_\_  
Alton Searson, Council Member

  
\_\_\_\_\_  
Peggy O'Banner, Council Member

\_\_\_\_\_  
Michelle Hagan, Council Member

Date of 1<sup>st</sup> Reading 11-22-10

Date of 2<sup>nd</sup> Reading 12-12-10



# **Employee Handbook For The Town of Yemassee**



Adopted on \_\_\_\_\_ 2022

TOWN OF YEMASSEE  
Employee Handbook

Adopted on \_\_\_\_\_ 2022

**DISCLAIMER**

ALL EMPLOYEES OF THE TOWN ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE TOWN'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE TOWN CLERK OR APPROVED BY VOTE OF COUNCIL.

ACKNOWLEDGEMENT: I acknowledge receipt of the Town of Yemassee's Employee Handbook. I understand this Handbook replaces and supersedes all previously issued handbooks, policies, and practices and that it is not a contract of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

# **General Policies**

## **Equal Employment Opportunity**

The Town provides equal opportunity to all applicants for employment and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfer, and discipline without discrimination because of race, color, religion, gender, gender identification, sexual orientation, pregnancy, childbirth, or related medical conditions (including but not limited to lactation) disability, genetic information, age, or national origin. The Town also prohibits retaliation against employees who have reported discrimination in good faith. Any employee who believes that he has been discriminated against in violation of this policy should report the matter to the Town Clerk.

## **Affirmative Action Policy**

The Town continues its efforts and commitment to fully utilize and treat equally minority groups, women, veterans, and disabled employees at all levels and in all segments of the workforce through an affirmative action policy and plan. The goals of this affirmative action policy and plan are to eliminate institutional barriers in employment that tend to perpetuate the status quo and to eliminate the effects of any past discrimination.

## **Anti-Harassment**

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, gender, gender identification, sexual orientation, religion, national origin, color, age, genetic information, disability, or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats, and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The Town does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

## **Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- Submission to the conduct is an explicit or implicit term or condition of employment; or
- Submission to or rejection of the conduct is used as the basis for an employment decision; or

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, "put-downs" or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching, or brushing against another person. This policy prohibits such conduct regardless of the gender of the perpetrator or victim.

Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct that would violate this policy *if* it were unwelcome violates the policy if anyone complains of it. However, not all conduct prohibited by this policy constitutes a violation of the law.

### **Americans with Disabilities Act (ADA)**

The Town of Yemassee is committed to equal opportunity in all aspects of employment for qualified individuals with a disability. It is the policy of the Town to provide reasonable accommodations in employment to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the operations of the Town's business or would change the essential functions of the position. Retaliation against an individual with a disability for utilizing this policy is prohibited.

Employees are expected to notify the Human Resources if they need an accommodation so that an appropriate resolution can be determined. Normally, the disclosure of a disability or request for accommodation will result in an interactive process between the Town and the employee to determine what, if any, reasonable accommodation might best enable the employee to perform the essential functions of his/her job. What accommodation, if any, will be determined on a case-by-case basis. If it is not possible to accommodate an employee in his/her current position, then the Town may resort to determining if there are other positions available and to be filled for which the employee can perform the essential functions of the job, with or without accommodation.

### **Complaint Procedure and Investigation**

If you believe these policies have been violated, you should report the incident(s). You may do this by reporting to your supervisor or to a higher level in your "chain of command." Complaints against the Town Clerk should be made to the mayor. To avoid misunderstandings, complaints made should be reported in writing summarizing the allegations and listing any witnesses to the allegations. Supervisors and managers who receive complaints should coordinate with the Town Clerk. If the complaint is against the Town Clerk, coordination should be with the mayor.

Allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the effective handling of the complaint and the goals of this policy. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the employee is the accused person, the complaining one or merely a potential witness. Persons who are interviewed should not discuss the matter with co-workers, friends, or management.

## **Employment Policies**

### **Hiring/Recruiting**

The Town endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The Town may also solicit and consider applications from external applicants.

### **Nepotism/Employment of Relatives**

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers, and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy. Members of the immediate family of elected officials of the Town are not eligible for Town employment.

Situations not specifically addressed in this policy that, in the Town's opinion, create a conflict of interest or give the appearance of a conflict of interest and other nepotism issues will be handled at the Town's discretion.

### **Outside Employment**

The Town expects an employee's work for the Town to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the Town Clerk before engaging in other employment. Should the Town, in its sole discretion, determine that the outside employment interferes with or is otherwise incompatible with employment for the Town, the employee may be asked to choose between the jobs.

Employees may not engage in any private business or activity while on Town work time or at Town workplaces. Employees may not use Town equipment or resources to engage in private business or activities.

### **Conflict of Interest**

Town employees are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the Town. The supervisor must send the notification to the Town Clerk for review. If the Town determines a conflict, a potential conflict, or appearance of conflict of interest exists, the matter will be reassigned to another employee. If the matter cannot be reassigned, the employee must divest himself or his family from the interest.

### **Gifts and Gratuities**

No employee may directly or indirectly solicit, accept, or receive a gift when it could be inferred that the gift was intended to influence him in the performance of his official duties or was intended as a reward for an official act on his part. A gift is defined as any benefit, favor, service, privilege, or thing of value that could be interpreted as influencing an employee's impartiality. A gift includes, but is not limited, to meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work provided by Town suppliers or contractors. This policy is not intended to prohibit the acceptance of items of nominal value that are distributed generally to all employees.

A determination as to whether this policy has been violated is in the Town's sole discretion.

### **Political Activity**

Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations whose purpose is the violent overthrow of the government of the United States, the State of South Carolina or any of its political subdivisions.

In certain circumstances involving real or potential conflicts, employees who run for public office may be placed on an unpaid leave of absence until after the election. If an employee is placed on leave of absence, his employment will terminate upon his election to a partisan public office.

For purposes of this policy, an employee is considered a “candidate for public office” as soon as he begins actively campaigning for nomination or election, or when he files for candidacy, whichever comes sooner.

### **Workplace Privacy/Computer and Internet Use**

The workplace is intended to be a place of work. An important part of work is communications and recordkeeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Personal items and personal communications received or stored on Town property are not entitled to a guarantee of privacy.

Management may search Town property and documents in Town-owned vehicles, employee desks, lockers, file cabinets, electronic devices, etc.

Electronic media raise similar issues. The Town provides electronic and telephonic communication and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the Town. Similarly, any electronic files created on or software downloaded on, a Town computer or mobile device belong to the Town. Unauthorized programs and files may not be used or installed on Town computers or mobile devices without the written permission of the Town. Additionally, employees may not encrypt work and may not use passwords other than those assigned to them by the Town. Employees may not destroy or delete files from Town computers or mobile devices except pursuant to the Town’s record retention policy.

The Town reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, and other electronic information generated by or stored in the Town’s electronic systems. The Town also reserves the right to report the finding of such reviews to appropriate agencies. The Town consents to the reasonable personal use of its computers and mobile devices. Although the Town consents to the “reasonable” use of its computers and mobile devices for personal business, what is “reasonable” is determined in the sole discretion of the Town. The only sure way to avoid violating the Town’s policy on personal computer and mobile device use is to not use the Town’s computers for **any** personal purpose.

The following use is absolutely forbidden:

To access any material the Town considers to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or in the Town’s opinion might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, age, national origin, disability, or some similar distinction

To conduct business for outside employment or a side-business

To purchase any goods or services, even if charged to the employee's personal credit card.

To solicit others for non-work-related reasons, Town employees may not use personal electronic equipment (including but not limited to personal laptop computers, mobile devices, and cellular phones) on Town property or at Town work sites to engage in conduct that would be prohibited if using Town equipment.

Social networking, personal websites, and blogs have become common methods of self-expression. The Town consents to reasonable limited access to social media sites during working hours or using Town equipment. What is "reasonable" is determined in the sole discretion of the Town. The only sure way to avoid violating the Town's policy on personal social media site access is to not access such sites at all during working hours or using Town equipment.

### **Code of Conduct**

Employees must be committed to one's work and commitment to the Town of Yemassee as its primary employer.

Employees must not divulge any Town confidential information.

Employees must put forth honest effort in the performance of their duties and overall, as a Town employee.

Employees must act impartially and not give preferential treatment to any private organization or individual.

Employees must protect and conserve Town property and shall not use it for other than Town authorized activities.

Employees must disclose waste, fraud, abuse, and corruption.

Employees must adhere to all State and Federal employment laws.

Employees must make an effort to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to policy.

Employees must be courteous at all times and transcend excellent customer service.

## **Wages, Pay and Hours of Work**

### **Employment Status**

All offers of employment at the Town of Yemassee are contingent upon clear results of a thorough background check and drug screening. Background checks and drug screening will be conducted on all final candidates and on all employees as deemed necessary.



Background checks will include:

E-Verify - validates the applicant's Social Security number, date of birth and address.

Prior Employment Verification - confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.

Personal and Professional References - calls will be placed to individuals listed as references by the applicant.

Educational Verification - confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.

Criminal History - includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:

The nature of the crime and its relationship to the position.

The time since the conviction.

The number (if more than one) of convictions.

Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

The following additional background searches will be required if applicable to the position:

Motor Vehicle Records - provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position. Current employee driving history will be updated at least annually but may be conducted at any time deemed necessary.

Credit History - confirms candidate's credit history. This search will be run for positions that involve management of the Town of Yemassee funds and/or handling of cash or credit cards.

**Regular full-time** employees are those who fill a full-time position with the Town. Employees in this status are normally scheduled to work at least 30 hours per week. However, the Town does not guarantee any minimum number of hours of work per week. Regular full-time employees are generally eligible for fringe benefits.

**Regular part-time** employees are those who fill a part-time position with the Town. Employees in this status are normally scheduled to work less than 30 hours per week but may be called upon

to work above their normally scheduled hours of work when workloads require. Regular part-time employees are generally not eligible for fringe benefits.

**Temporary employees** are those hired for a limited period of time or until completion of a particular project or projects. Such employees may work part-time or full-time hours depending on the needs of the Town. Temporary employees are generally not eligible for fringe benefits.

### **Probationary Period**

All new employees, including former employees who have been rehired, must complete a six-month probationary period. This period is a continuation of the selection process and is a time in which the new employee should demonstrate that he is suited for his job. This period is not a guarantee of employment for six months. If the department head concludes at any time that an employee is not suited for his position, the employee may be terminated or may continue in an extended introductory period if deemed appropriate by the employee's department head.

The probationary period ends successfully when the department head, not sooner than six months after the employee was hired, evaluates the new employee in writing and authorizes his classification as a "regular" employee.

All newly promoted employees must complete a probationary period of three months. This period is a continuation of the selection process and is a time in which the newly promoted employee should demonstrate that he is suited for the promotion. It is not a guarantee of employment for three months. If the department head concludes at any time during the probationary period that the newly promoted employee is not suited for his new position, the employee will be removed from that position. If there is a vacancy in his former position that is to be filled, he may be returned to it. If there is no such vacancy, he may be considered for the filling of other vacancies for which he is qualified. If no other position is found for him, the employee may be terminated. This action does not prohibit an employee from applying for future vacancies with the Town.

### **Overtime**

Non-exempt employees receive overtime premiums at 1.5 times their regular hourly rate. Non-law enforcement personnel earn the premium for hours worked in excess of 40 hours in a workweek. Law enforcement personnel receive overtime premiums after 84 hours in a two-week period (36 hours in the short week and 48 hours in the long week).

Employees must accurately record all hours worked and must have worked all hours recorded. Employees may not work "off the clock," and employees may not work overtime without the permission of their supervisor except in cases of emergency. If an employee is instructed not to record all work hours, he must immediately report such instruction to the Town Clerk.

Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay or compensatory time off. However, the Town Clerk may, in his sole discretion, grant additional paid time off to exempt employees who have worked unusual amounts of time in excess of the normal schedule, but no exempt employee has a right to such additional paid time off.

Exempt employees, because of his/her positional duties, responsibilities, and level of decision-making authority, is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are expected to work whatever hours are necessary to accomplish the goals and deliverables of the position. A non-exempt employee because of the type of duties performed, the usual level of decision-making authority, and the method of compensation, is entitled to overtime. Non-exempt employees must account for hours and fractional hours worked and are compensated for all hours worked and receive overtime for all hours worked over 40 in one work week. Non-exempt law enforcement officers receive overtime for all hours worked over 84 in two work weeks.

### **Payment of Wages**

Most employees are paid weekly on Wednesdays by direct deposit. Council members and a few part-time employees are paid monthly on the 15<sup>th</sup> by direct deposit. Employees should examine their pay records immediately to ensure they have been properly paid for all hours and that no improper deductions have been made. Any payment errors must be reported within 14 days.

The Town deducts from employees' gross pay taxes and withholding required by taxing authorities. The Town may also deduct from employees' pay the employees' share of any premiums or plan contributions for insurance, retirement and similar plans that are elected by the employee. The Town may make other deductions as required by law or court order. The Town does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently.

Cash, debts owed the Town, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, Town identification cards and other items belonging to the Town that are advanced or issued to an employee but not repaid or returned by him at the time of his termination are considered advances of wages, the value of which may be deducted from the employee's pay.

### **Performance Evaluations**

The Town may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he has been made aware of it. Employees may attach comments to their evaluations. While favorable performance evaluations

may be a factor in determining wage increases, no employee is entitled to a wage increase because he receives a favorable evaluation.

### **Inclement Weather**

Employees whose departments are closed due to inclement weather are paid their regular straight time earnings if scheduled to work the day of the closure. Employees whose departments are not closed due to inclement weather or whose jobs require they report are expected to report to work. Those who fail to report are considered unexcused and may not use paid leave to make up their work hours.

## **Benefits**

The Town currently offers a competitive benefits package. The terms of the Town's benefits plans are subject to change, and the Town is not responsible for any changes in or elimination of benefits or benefit plans. Please see the Human Resource Technician or the Town Clerk for specific information on the Town's benefit plans.

### **Holidays**

The Town observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Monday after the Yemassee Shrimp Festival
- Veteran's Day
- Thanksgiving Day and the Day After Thanksgiving
- Christmas Day and the Day After Christmas

Holidays that fall on Saturday are generally observed the preceding Friday. Holidays that fall on Sunday are generally observed the following Monday. Council may declare additional days as holidays.

Employees who are scheduled to work on a holiday receive an additional eight hours of pay.

Employees must work the day before and after a holiday or be on approved leave in order to be paid for a holiday.

## **Annual and Sick Leave**

Regular full-time employees accrue annual leave and sick leave on their employment anniversary. At the end of their first year of employment they will earn 40 hours of annual and sick leave. At the end of their second year of employment and before their fifth anniversary, they will earn 80 hours of annual and sick leave. After their fifth anniversary, they will earn 120 hours of annual and 80 hours of sick leave.

The maximum number of annual leave hours that can be accumulated is 80. The maximum number of sick leave hours that can be accumulated is 120. Employees who have reached the maximum will not accrue further annual or sick leave until their balances falls below the maximum.

Employees desiring to take annual leave should give their supervisors at least two weeks advance notice. Annual leaves will be scheduled as much as practical in accordance with employee requests. The Town's workload demands, however, are paramount.

When more employees request particular days off than can be accommodated, supervisors will make annual leave assignments considering the date the requests were made, special needs for particular annual leave dates, and the employees' lengths of service.

Sick leave is paid when an employee is excused from work due to his own non-occupational disability. Employees may be required to submit a physician's statement of disability before being eligible for sick leave payment, including when absent for prolonged periods of time or if the employee has been counseled for excessive use of sick leave. In some circumstances, employees may be required to provide certification from their physician that they are able return to work. Abuse of leave or failure to call in as required may result in denial of paid sick leave.

Accrued, unused annual and sick leave will be paid for at termination only if the employee is terminated or resigns for non-disciplinary reasons. Employees who resign must give and properly work a two-week notice of resignation to receive accrued, unused annual leave. The Town Clerk may waive the notice.

## **Military Leave**

Employees are entitled to leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of these laws change from time to time and for that reason no effort is made to set forth the law in this policy.

Employees on military leave receive paid leave for up to 15 days per military fiscal year for training or call-up. In addition, if an employee is called upon to serve during an emergency the

employee receives paid leave for not exceeding thirty additional days.

### **Jury Duty**

A full-time employee will be paid for wages lost from scheduled straight time work due to jury service up to a maximum of 80 hours per calendar year.

To qualify for this payment, an employee called for jury service must

Give his supervisor notice of such service within two workdays of the time the employee is called for such service,

Report for work when released by the court on any day of jury service,

Submit a written statement from the court indicating the days of jury service and the time released each day, and

Report to your supervisor any compensation received.

### **Bereavement Leave**

A full-time employee will be paid for time lost from straight time scheduled work up to 8 hours due to attendance at the funeral of a member of his immediate family, which is defined as spouse, parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family will be considered to include stepparents, stepchildren, and stepbrothers and stepsisters only when the employee and the deceased had lived together regularly in the same household at or prior to the time of death. The Town may require proof of relationship and attendance at the funeral.

Employees may be excused from work to attend the funerals of other family members and, upon request, may be paid for such absences from accrued annual leave balances.

### **Physical Disability and Personal Leave**

An employee may request a leave of absence for up to twelve weeks when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leaves are granted only in the discretion of the Town Clerk.

Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

After the employee has exhausted his annual and/or sick leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits.

Employees on leave of absence may not engage in other employment.

Employees desiring to return to work from an unpaid leave of absence should notify the Town Clerk in writing at least ten days prior to their desired return date. If the Town finds that the employee is fit to resume his duties, the employee may be returned to his previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he may be continued on leave of absence status until he is returned to active-duty status or his leave of absence expires, whichever occurs sooner. Any employee who has not been reinstated within six months following the commencement of a leave of absence is subject to termination if no reasonable accommodation can be made. Termination does not affect the employee's eligibility to be considered for hire as a new employee at some future time. Further, employees with circumstances that warrant special consideration should bring those circumstances to the attention of the Town Clerk.

### **Health Insurance**

Full time employees and legal dependents are eligible for health insurance. The benefits plan is designed to provide a supplemental package of programs which contribute to the physical, mental health and wellbeing of the employee and their dependents. Health benefits offered are medical, dental and vision insurance.

### **Retirement**

All regular full-time and regular part-time employees of the Town of Yemassee are required to participate in the South Carolina State Retirement System (SCRS) which offers and maintains programs designed to provide for the employee's retirement years. A portion of the cost of such participations shall be borne by the Town of Yemassee. The remaining cost shall be borne by the employee through mandatory payroll deductions. These costs are determined by an agreement with the South Carolina Retirement System. Police personnel shall participate in the South Carolina Police Officers Retirement System (PORS) and costs are determined by an agreement.

### **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) give employee and their qualified beneficiaries, the opportunity to continue health insurance coverage under the Town of Yemassee's health plan when a "qualifying event" would normally result in a loss of eligibility. Under COBRA, the employee or qualified beneficiary pays the full cost (100%) of

coverage at the Town of Yemassee's group rates plus and administrative fee established by the Town's Insurance provider.

### **Employee Assistance Program (EAP)**

The EAP is a confidential counseling, assessment and referral program designed to help you manage your life. Just as health insurance is designed to address your physical wellbeing, your EAP is designed to address your emotional and mental health, as well as manage you work/life issues to achieve a healthy balance. EAP also provides legal and financial consultation services, assistance with elder care, childcare, adoption, and education. All calls made to the EAP are kept private and confidential.

### **Additional Payroll Deductions**

The Town may offer additional programs to employees that could be payroll deducted. The cost of participating in such programs shall be the responsibility of the employee. Such programs may include life insurance, disability insurances, savings plans, retirement plans, and dependent care plans.

### **Retirees**

Regular employees retiring with at least 28 years of service and Police personnel with at least 25 years of service with the SC Retirement System may be kept on the Town's group Health, Dental and Vision Insurance Plan after retirement at the employee's expense until the employee or their covered dependent is eligible for Medicare.

### **Workers' Compensation**

Town employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the Town. Employees must report immediately **any** on-the-job injury, regardless of severity, to their supervisor.

### **Incentive Stipend**

A full-time regular employee of the Town of Yemassee will be paid \$1,000 if they currently reside within the town limits and have had residence within the town limits for at least six (6) of the past twelve (12) months (six (6) month requirement will be waived for new employees). Payments will be made in December of each year.

## **Discipline**

Employees are subject to disciplinary action up to and including discharge when the employee's supervisor and/or the Town Clerk determines that such action is necessary for the good of the Town.



Employees must sign disciplinary notices, counseling memoranda, performance appraisals and similar documents. The employee's signature indicates only that the employee is aware of the action taken and does **not** indicate that the employee agrees with such action.

An employee who refuses to sign such a document will be relieved of all duty until the document is signed. If the document has not been signed and returned by the end of the employee's next scheduled workday, the Town will consider the employee to have resigned.

### **Conduct Warranting Disciplinary Action**

It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any misconduct is at the sole discretion of the Town. The following are merely examples of some of the more obvious types of misconduct that may result in disciplinary action, up to and including discharge:

Conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense that affects the Town's reputation or that reasonably could create concern on the part of fellow employees or the community. Employees who are arrested may be relieved of duty (with or without pay) pending the Town's determination on continued employment

Incompetence

Unauthorized absence or tardiness or a pattern of absenteeism or tardiness

Insubordination, including disrespect for authority, or other conduct that tends to undermine authority

Failure or refusal to carry out instructions

Unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of Town property or the property of others

Violation of safety rules; neglect; engaging in unsafe practices

Interference with the work of others

Threatening, coercing, or intimidating fellow employees, including "joking" treats

Dishonesty

Failure to provide information; falsifying Town records; providing falsified records to the Town for any purpose

Failure to report personal injury or property damage

Neglect or carelessness

Introduction, possession, or use of illegal or unauthorized prescription drugs or intoxicating beverages on Town property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs

Unsatisfactory performance

Violation of Town policies

Lack of good judgment

Conduct unbecoming a Town officer or employee or any conduct which affects the employee's reputation, or which reasonably could create concern on the part of citizens or fellow employees  
Any other reason that, in the Town's sole determination, warrants discipline

### **Drug Free Workplace Policy**

All employees of the Town are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using, illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, meth, etc.). Further, this prohibition applies to the misuse, abuse or any unlawful use or possession of otherwise legal drugs. These prohibitions apply to use at any time, both on the job and off the job. Town employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Similarly, employees are prohibited from reporting to work, using or being anywhere on Town property while under the influence of alcohol, illegal drugs or improperly used controlled substances. For purposes of this policy, "under the influence" means having any detectable amount of any such substance in the employee's system. Employees who are informed by their healthcare provider or pharmacist that a drug they are using may impair their ability to safely perform work must report that to their supervisors. The Town Clerk will determine whether an employee may continue to work.

As used in this policy, "illegal drugs and substances" includes substances that are designed to mimic the effects of illegal drugs, but that due to differences in chemical composition may not be classified as Schedule I drugs or otherwise be expressly illegal. Examples include K2, or spice, which are synthetic cannabinoids. Cannabidiol (CBD) products raise special concerns because, in certain forms they are legal for use, but they are unregulated and little research has been done to standardize dosing, study outcomes, or regulate production. CBD and hemp products, by law, may not contain more than .3% THC (tetrahydrocannabinol), the psycho-active compound in marijuana. However, it is possible for some of these products to contain more than the legal limit. Therefore, it is possible for employees using CBD or hemp products to test positive for marijuana because of their use. It is not possible to determine whether a positive test for marijuana was a result of using CBD or hemp products, or from using marijuana. **Therefore, the**

**Town will consider any confirmed positive test for marijuana to be conclusive for employment purposes – even if an employee claims to have used CBD or hemp, and even if the employee has a prescription or other physician’s order for its use.** Employees should also be aware that, while marijuana is increasingly be legalized for medical or recreational use in other states, it remains illegal in South Carolina and under federal law. **Employees who use recreational or “medical” marijuana in states where it is legal remain subject to discipline, up to and including discharge, under Town policy.**

### **Notice to Employer, State and Federal Grantor/Contracting Agencies and Law Enforcement Authorities**

As a condition of employment, employees agree to notify the Town within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession or use of illegal drugs and prescription drugs not prescribed for the individual employee’s use. As required by the state and federal drug free workplace acts, the Town will notify within ten days all state and federal grantors/contracting agencies of such employee convictions. “Conviction” means a finding of guilt, imposition of a sentence, a plea of no contest or a plea of guilty.

The Town will notify law enforcement authorities whenever illegal substances are found in the workplace.

### **Substance Abuse Testing**

The Town may test employees for drug or alcohol use in violation of the Drug Free Workplace Policy at any time. A negative screening for illegal drugs and substances is a condition of employment.

## **Amendments**

Any section or provision of this handbook can be amended or changed at any time by the Town Clerk with or without notice.

**RESOLUTION 22-09**  
**A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL ADOPTING AN UPDATED TOWN OF YEMASSEE EMPLOYEE HANDBOOK & PERSONNEL POLICY AND REPEALING THE EXISTING VERSION.**

**WHEREAS**, the Town of Yemassee currently operates with an employee handbook drafted in 2011 that regulates employees of the Town of Yemassee; and

**WHEREAS**, the existing manual lacks items that are imperative to be covered in an employee handbook; and

**WHEREAS**, the Town of Yemassee reviewed employee handbooks from surrounding municipalities in Beaufort, Hampton & Jasper County and the model handbook published by the Municipal Association of South Carolina; and

**WHEREAS**, to remain a competitive employer and to retain the best and brightest individuals, it is imperative that a work / home life balance be achieved while providing stellar benefits.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Yemassee, South Carolina, hereby adopts the attached Employee Handbook

\_\_\_\_\_  
Colin J. Moore, Mayor

\_\_\_\_\_  
ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

## ***Recommended Motion***

***(Resolution 22-09)***

***“I make a motion to:***

- ***Approve***
- ***Approve with Conditions/Corrections***
- ***Deny***

***Resolution 22-09, Adopting the Updated Town of  
Yemassee Employee Handbook and Personnel  
Policies”***

*Mayor*

Peggy Bing-O'Banner

*Mayor Pro Tempore*

Matthew Garnes

*Town Clerk*



***Council Members***

Alfred Washington

Stacy Pinckney

David Paul Murray

## Town Council Agenda Item

**Subject:** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement with Beaufort and Jasper Counties, the Town of Bluffton, the Town of Port Royal, the Town of Hilton Head Island, the City of Beaufort and City of Hardeeville to jointly create, fund, and operate a Regional Housing Trust Fund [Resolution 22-10]

**Department:** Administration

**Submitted by:** Matthew Garnes, Town Clerk

### **Attachments:**

|   |                   |   |            |  |       |
|---|-------------------|---|------------|--|-------|
|   | Ordinance         | √ | Resolution |  | Other |
| √ | Support Documents | √ | Motion     |  |       |

**Summary:** In 2019 the Southern Lowcountry Regional Board (SoLoCo) assigned a sub-committee the task of exploring the feasibility of an affordable housing trust fund that would serve all the SoLoCo member jurisdictions. That research led to the recommendation that a consultant be hired to further analyze the regional housing needs and prepare a recommendation report which was completed in August 2021. A regional housing trust fund will help facilitate and provide accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.

An oversight board with a representative from each jurisdiction will advise the trust fund which will be administered by a third party. The IGA is for a period of 10 years. The proposal to fund the trust fund in its first year is for each jurisdiction to contribute an amount equal to three percent (3%) of American Rescue Plan Act (ARPA). For Yemassee this amount is \$16,967. The remaining nine years will be less as the cost burden will be based upon population in each jurisdiction. Staff have budgeted this amount in the upcoming year (FY23) as a General Fund expenditure.

**Recommended Action:** Adopt Resolution 22-10, Approving the proposed Intergovernmental Agreement.

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**Council Action:**

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

**RESOLUTION 22-10**

**A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF YEMASSEE AND THE COUNTIES OF BEAUFORT AND JASPER, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, TOWN OF HILTON HEAD ISLAND, CITY OF BEAUFORT AND THE CITY OF HARDEEVILLE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND**

**WHEREAS**, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the Town of Yemassee and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

**WHEREAS**, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

**WHEREAS**, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

**WHEREAS**, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

**WHEREAS**, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

**WHEREAS**, the Asakura Robinson report recommended the establishment of a non-profit 501c (3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

**WHEREAS**, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing; and

**WHEREAS**, the Town of Yemassee wishes to contribute \$16,967 which is an amount equal to three percent (3%) of American Rescue Fund Act funds received by the Town; and

**WHEREAS**, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions.



**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Yemassee, SC, that the Town Clerk is authorized to enter into an intergovernmental agreement with Beaufort and Jasper Counties, Town of Bluffton, Town of Port Royal, Town of Hilton Head Island, City of Beaufort, and City of Hardeeville to contribute funding for the Regional Housing Trust Fund:

**PASSED AND ADOPTED** by the Town Council of the Town of Yemassee, SC this 9<sup>th</sup> day of August 2022.

\_\_\_\_\_  
Colin J. Moore, Mayor

\_\_\_\_\_  
ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) |                              |
|                         | ) | INTERGOVERNMENTAL AGREEMENT  |
| COUNTY OF JASPER        | ) | REGARDING AFFORDABLE HOUSING |
| COUNTY OF BEAUFORT      | ) |                              |

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of \_\_\_\_\_, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

WHEREAS, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

## **Section 1 Definitions.**

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

## **Section 2 Priorities.**

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

## **Section 3 Funding.**

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
  - i. donations;
  - ii. bond proceeds; and
  - iii. grants and loans from a state, federal, or private source.
  - iv. any other public funds which may be lawfully used to support Affordable Housing.
  
- d. Alternate sources of funding for the RHTF  
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
  
- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
  
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
  
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.
  
- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

#### **Section 4 Operations.**

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
  - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
  - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
  - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
  - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
  - v. Develop an annual budget with projected revenues and expenditures.
  - vi. Define types of projects eligible for funding.

### **Section 5 Term and Termination.**

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

### **Section 6 Fiscal Agent.**

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

### **Section 7 Notices.**

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

### **Section 8 Governing Law and Severability Clause.**

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

### **Section 9 Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

### **Section 10 Miscellaneous.**

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

**Section 11 Authorization and Execution.**

This AGREEMENT is signed by the authorized representatives of the parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

JASPER COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF HILTON HEAD ISLAND: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF BEAUFORT: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF BLUFFTON: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF PORT ROYAL: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF HARDEEVILLE: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF YEMASSEE: \_\_\_\_\_ date: \_\_\_\_\_

## Attachment A

| Year Sum | Beaufort County | Hilton Head Island | Bluffton  | Port Royal | City of Beaufort | Jasper County | Hardeeville | Yemassee  |          |
|----------|-----------------|--------------------|-----------|------------|------------------|---------------|-------------|-----------|----------|
| Y1*      | \$2,035,058     | \$1,119,523        | \$156,815 | \$59,474   | \$197,669        | \$200,671     | \$175,240   | \$108,699 | \$16,967 |

**\*Year 1 = 3% of American Rescue Plan funds**

|     |             |             |             |           |           |           |           |           |          |
|-----|-------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|----------|
| Y2  | \$515,000   | \$228,605   | \$86,559    | \$63,702  | \$32,683  | \$31,274  | \$57,117  | \$12,579  | \$2,482  |
| Y3  | \$530,750   | \$235,596   | \$89,206    | \$65,650  | \$33,682  | \$32,230  | \$58,864  | \$12,964  | \$2,558  |
| Y4  | \$546,672   | \$242,664   | \$91,882    | \$67,619  | \$34,693  | \$33,197  | \$60,629  | \$13,353  | \$2,635  |
| Y5  | \$563,072   | \$249,944   | \$94,639    | \$69,648  | \$35,734  | \$34,193  | \$62,448  | \$13,753  | \$2,714  |
| Y6  | \$579,965   | \$257,442   | \$97,478    | \$71,737  | \$36,806  | \$35,219  | \$64,322  | \$14,166  | \$2,795  |
| Y7  | \$597,363   | \$265,165   | \$100,402   | \$73,889  | \$37,910  | \$36,275  | \$66,251  | \$14,591  | \$2,879  |
| Y8  | \$615,284   | \$273,120   | \$103,414   | \$76,106  | \$39,047  | \$37,364  | \$68,239  | \$15,028  | \$2,966  |
| Y9  | \$633,743   | \$281,314   | \$106,517   | \$78,389  | \$40,218  | \$38,485  | \$70,286  | \$15,479  | \$3,055  |
| Y10 | \$652,755   | \$289,753   | \$109,712   | \$80,741  | \$41,425  | \$39,639  | \$72,395  | \$15,944  | \$3,146  |
| Sum | \$7,269,662 | \$3,443,127 | \$1,036,623 | \$706,955 | \$529,866 | \$518,548 | \$755,791 | \$236,555 | \$42,197 |



# Attachment B

## Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) **Impact Data:** the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) **Financial Data:** the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other inkind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.

## ***Recommended Motion***

***(Resolution 22-10)***

***“I make a motion to:***

- ***Approve***
- ***Approve with Conditions/Corrections***
- ***Deny***

***Resolution 22-10, Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and the Counties of Beaufort & Jasper, and the City of Beaufort, City of Hardeeville, Town of Bluffton, Town of Hilton Head Island and the Town of Port Royal for the creation, funding and operation of a Regional Housing Trust Fund”***

*Mayor*  
 \_\_\_\_\_  
 Peggy Bing-O'Banner  
*Mayor Pro Tempore*  
 \_\_\_\_\_  
 Matthew Garnes  
*Town Clerk*



***Council Members***  
 Alfred Washington  
 Stacy Pinckney  
 \_\_\_\_\_  
 David Paul Murray

## Town Council Agenda Item

**Subject:** Consideration of an Ordinance Amending Portions of the Town of Yemassee Code, Chapter 3 (Animals) [Ordinance 22-13]

**Department:** Administration

**Submitted by:** Matthew Garnes, Town Clerk

### **Attachments:**

|   |                   |   |            |  |       |
|---|-------------------|---|------------|--|-------|
| √ | Ordinance         |   | Resolution |  | Other |
| √ | Support Documents | √ | Motion     |  |       |

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**Summary:** Last year, the Town of Yemassee adopted the Animal Ordinance of Beaufort County which authorized the County Animal Control Officers to conduct animal control functions within the Beaufort County portion of the Town of Yemassee. The Ordinance, which must be adopted in full, has been adopted by Yemassee, The Town of Bluffton, Town of Hilton Head Island, the City of Beaufort, and the Town of Port Royal which enables the County to uniformly enforce the animal control laws across the entire County.

Beaufort County Council recently adopted text amendments during their April 11, 2022, meeting. The County has requested that the Town Councils consider adoption of the updated Ordinance to continue to allow Animal Services Officers the authority to enforce them within the municipality limits.

The changes to the ordinance reflect recent changes in state law and are summarized below:

1. **Voice Control –** Voice Control has been eliminated as an exception to the leash law. This does NOT affect dog parks

2. **Dog Breed Determinations** – This section has been strengthened, presumably because mandatory neutering/spaying orders were not followed. You now have ten (10) days after determination that the dog is a dangerous breed. The appeal provisions have been modified and become quasi-mandatory.
3. **Neglect** – There are new provisions addressing animal neglect (Lack of water, food, or shelter) and revisions to the sections regarding abandonment of an animal during a named tropical event.
4. **Beach Exemptions** – These have been eliminated. These have no effect in the Town of Yemassee and applied only to the areas with beachfront, including the Town of Hilton Head Island, Fripp Island and Harbor / Hunting Islands.

**Recommended Action:** Request Town Council approve first reading of the updated Ordinance, Amending the Town of Yemassee Code, Chapter 3, titled "Animals", to align with Beaufort County Ordinance 2022/22 (Attached).

It is of importance to recognize that failure to adopt the updated Ordinance by the Town of Yemassee would prohibit the Beaufort County Animal Services Officers from responding to calls for service in the Town of Yemassee.

Attachments:

- Attachment "A" – Current Town Ordinance Chapter 3 (Animals)
- Attachment "B" – Beaufort County Ordinance 2022/22
- Attachment "C" – Proposed Ordinance
- Attachment "D" – Correspondence from Beaufort County
- Attachment "E" - Recommended Motion

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**Council Action:**

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

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Chapter 3. Animals

**ARTICLE I. IN GENERAL**

Sections 3.101 – 3.120. Reserved

**ARTICLE II. ANIMAL CONTROL**

- 3. 201. Authority for and Enactment of Chapter
- 3.202. Definitions
- 3.203. County Pet License; Rabies Vaccination Tags
- 3.204. Lifetime/Annual pet license issuance, fees, and exemptions
- 3.205. Declaration of restricted dog, appeal of breed determination
- 3.206. Pet Breeder License, Inspection and Fees
- 3.207. Dangerous Animals
- 3.208. Running at Large
- 3.209. Nuisance Pets or Livestock
- 3.210. Animal Cruelty
- 3.211. Sale of Animals, Pets or Livestock
- 3.212. Seizure and Right of Entry to Protect Abandoned, Neglected, or Cruelly Treated Pets or Livestock
- 3.213. Impoundment
- 3.214. Redemption
- 3.215. Adoption
- 3.216. Trapping
- 3.217. Management of Feral Cat Colonies
- 3.218. Livestock
- 3.219. Importation of Exotic Animals Prohibited
- 3.220. Rabies Control Act (S.C. Code § 47-5-10)
- 3.221. Interference with Animal Services Officers
- 3.222. Enforcement and Penalties
- 3.223 – 3.250. Reserved

**ARTICLE III. SPECIFIC TO THE TOWN OF YEMASSEE**

- 3.301. Driving and Racing

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3.302. Swine, Livestock Prohibited from Town, Exceptions

3.303. Nuisances: Failure to Abate

3.304. Wild Bird Sanctuary Established

3.305. Farm Lands. Swamps Excluded

3.306. Slaughter Houses

## Chapter 3. Animals

This chapter derives SC Code, Title 51, Chapter 15 §20 et seq; Ordinance #11-14 entitled "Recreation Ordinance", adopted September 12, 2000, and generally accepted municipal practices. (See Chapter 16, this Code, for cross-reference).

### Article I. In General

#### 3.201. Authority for and Enactment of Chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended.

#### 3.202. Definitions

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

- **Abandonment** shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.
- **Animal** shall mean a live vertebrate creature except a human being.
- **Animal services director** shall mean any person so appointed by the Beaufort County Administrator.
- **Animal services facility** shall mean any facility so designated by the Beaufort County Council.
- **Animal services officer** shall mean any person employed by the County as an enforcement officer of the provisions of this chapter.
- **BCAS** shall mean Beaufort County Animal Services, any place or premises designated by Beaufort County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.
- **Breeder** shall mean any person owning unaltered pets with the intent of selling pets' offspring.
- **Domestic** shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.
- **Dub** shall mean to trim or remove.
- **Feral** shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

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- **Infraction** shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.
- **Kennel** shall mean a small shelter for a dog, cat or other animal.
- **Livestock** shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.
- **Muzzle** shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.
- **Non-domestic** shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.
- **Nuisance** shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.
- **Owner** shall mean any person who:
  - (1) Has a property right in an animal;
  - (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
  - (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.
  -
- **Pet** shall mean any animal which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).
- **Pit bull** shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.
- **Provocation** shall mean an intentional action or statement made to incite anger, aggression, annoyance, or a violent response.
- **Serious injury** shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.
- **Shelter** shall mean a structure made of durable material with four walls, a roof and floor, that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.
- **Tethering** shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.
- **Strict voice control** shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack,



or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.

- **Unaltered** shall mean a pet which has not been spayed or neutered.
- **Under restraint** shall mean when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure or attended by its owner and responds to strict voice control; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.

### 3.203. County Pet License; Rabies Vaccination Tags

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current County annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No County license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the County for the purpose of establishing residency shall have 30 days in which to obtain the license.

### 3.204. Lifetime/Annual Pet License Issuance, Fees, and Exemptions

(a) Eligibility. The owner of a pet, which is four months of age or older and has been spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.

(b) Permanent identification requirement. A person applying for an annual license, or a lifetime license shall choose either a tattoo, a BCAS-approved tag or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form, and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see Section 4-30.

(c) Pets previously microchipped. If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:

(1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.

(2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

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(3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.

(d) County license and fees. The Director of BCAS shall establish a fee schedule subject to the approval of County Council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.

(1) Lifetime pet license. To be eligible for a lifetime pet license a pet shall:

- a. Be spayed or neutered;
- b. Microchipped;
- c. Pay the appropriate one-time fee per the published fee schedule.

(2) Annual pet license. All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:

a. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.

b. Any owner of a dog currently being used for hunting purposes. Owner must provide a copy of a valid State hunting license by the proper State agency and proof that the dog is properly registered with the State Department of Natural Resources.

Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

3.205. Declaration of Restricted Dog, Appeal of Breed Determination

(a) For the purposes of this section, a restricted dog shall be defined as a pit bull.

(b) No person may own, keep, or harbor a restricted dog in violation of this section.

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(c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof one of the following exemptions applies:

(1) The restricted dog is less than four months of age;

(2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance.

(3) The determination of the dog's breed is under appeal pursuant to Section 4-30;

(4) The owner or custodian has owned or had custody of the dog less than 30 days.

(d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) Determination of breed and appeal of determination.

(1) Determination. The Director of BCAS or his or her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the Director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in Section 4-27 for pit bulls shall not be construed to indicate the dog is not a pit bull dog under this section.

(2) Notice. Upon determination of the breed, the animal services officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed, mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.

(3) Compliance. The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance the original owner or custodian must provide BCAS with the new owner's name and address.

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(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.

3.206. Pet Breeder License, Inspection and Fees

It shall be unlawful for a pet breeder to fail to obtain a County pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding must obtain a non-transferable, pet breeder license from BCAS.
- (b) Applicants must have a valid County annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
  - (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
  - (2) All pet enclosures must be constructed in such a manner they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
  - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
  - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.
- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any Federal, State, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.

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(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by the Beaufort County Animal Services.

3.207. Dangerous Animals

(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:

(1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;

(2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;

(3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;

(4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting;

(5) An animal which is used as a weapon in the commission of a crime.

(b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of circumstances, regardless of location of an attack or provocation, when such an attack results in serious injury to a human.

(c) Declaration of a dangerous animal, confinement requirements, and final determination of danger animal declaration.

(1) Declaration. An animal services officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.

(2) When, in the discretion of an animal services officer or law enforcement officer, the animal initially determined to be dangerous has caused injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When an animal services officer or law enforcement

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officer takes temporary possession of an animal pursuant to this section, the requirements of paragraphs a. through e. below shall be held in abeyance during the pendency of a hearing.

(3) Confinement requirements and registration. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration:

- a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
- b. The pen or kennel must be clearly marked as containing a dangerous animal.
- c. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.
- d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.
- e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee in an amount as determined by the BCAS fee schedule approved by the Beaufort County Council.

(4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable.

(d) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

3.208. Running at Large

(a) Unlawful. It shall be unlawful for any owner or custodian of any dog to permit the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of

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10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control at any hour from October 1 through March 31.

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing-eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.

(c) Exempt dogs. Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

3.209. Nuisance Pets or Livestock

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by Section 3.208.

(2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 3.207.

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(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.

(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.

(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.

(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in Chapter 4 of this Code.

(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by an animal services officer or police officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, or it is posted upon the property of the owner or person in custody or mailed first-class to such person. Such records are prima facie evidence that such warnings were given.

(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.



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3.210. Animal Cruelty

(a) Animal care generally. It shall be unlawful for an owner to fail to provide his animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and humane care and treatment.

(b) Mistreatment. It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) Physical alteration. It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the County. No person shall crop or dub a pet or livestock's ears or tail or wattle or comb, except a licensed veterinarian.

(d) Abandonment. It shall be unlawful for any owner to abandon an animal.

(e) Unlawful tethering. No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighths of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

(f) No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

(g) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

(1) Inside a pen or secure enclosure; or

(2) A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or

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(3) The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

(h) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding or herding cattle or other livestock or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

3.211. Sale of Animals, Pets or Livestock

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.

(b) No person shall offer an animal, pet or livestock as an inducement to purchase a product, commodity, or service.

(c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age or younger, except as surrender to Beaufort County Animal Services facility or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, County animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section.

(e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

3.212. Seizure and Right of Entry to Protect Abandoned, Neglected, or Cruelly Treated Pets or Livestock

(a) Seizure and right of entry. If the owner does not give permission to the animal services officers for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the animal services officers shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.

(b) Citation. The animal services officers shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time and date and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the animal services officers shall post a copy of the notice at the property where the animal was seized.

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(c) Custody. The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in Section 3.214, below.

(d) Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes.

3.213. Impoundment

(a) Any pet or livestock found within the County in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.

(b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at its animal care facility.

(c) The owner of a pet or livestock that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ten days from the date of mailing to contact BCAS for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ten days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For pets or livestock impounded at BCAS, the Director of Animal Services, or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the pet or livestock humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

(d) Notwithstanding the above, pets or livestock impounded at BCAS, which are deemed by the Director of Animal Services, or his/her designee or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain or near death may be humanely euthanized immediately.

(e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

(f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All

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stray animals must be taken or reported to Beaufort County Animal Shelter and/or affiliated organizations as soon as possible for the mandatory holding period.

3.214. Redemption

(a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:

(1) For a pet or livestock that has not been properly inoculated, licensed, microchipped, and spayed or neutered, the BCAS Director of Animal Services or his/her designee may issue a warning or administrative citation for the first offense at their discretion after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council approval.

(2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered, an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.

(3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 3.204 (e)(1)—(e)(4) when the pet or livestock (as appropriate) has been impounded a second time for any violations of Sections 3.207, 3.208, 3.209 & 3.210.

(b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.

(c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

3.215. Adoption

(a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

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(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) The County Animal Services Director or designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his case to the Assistant County Administrator for Public Safety. If any person surrenders an owned pet or livestock to the Animal Services Department, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

3.216. Trapping

(a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock or domestic animals within Beaufort County without prior approval from the Animal Services Department. Any pets, livestock or domestic animals trapped with prior approval from the Animal Services Department will be reported or delivered to the Animal Services Department for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the Beaufort County Animal Services Department or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the Animal Services Department. If a trapped animal is in need of immediate attention, the Animal Services Department or 911 will be notified immediately of the animal in distress.

(b) Exemption. Trapping is permitted for hogs.

3.217. Management of Feral Cat Colonies

(a) Definitions.

**Caregiver** means any person who provides food, water or shelter to or otherwise cares for a feral cat colony and has made application to the Animal Services Department for management of a feral cat colony.

**Caregiver manager** means any person in charge of a caregiver program.

**Ear tipping** means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

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**Feral cat** means a cat which currently exists in a wild or untamed state.

**Feral cat colony** means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

**Nuisance** means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

**Suitable shelter** means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

**TNR** means trap, neuter/spay and release.

**TNA program** means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

*(b) Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by the Beaufort County Animal Services Department and caregivers shall be responsible for applying for the permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by Animal Services Department.

3.218. Livestock

(a) All livestock shall be properly housed with adequate food, water and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the County or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

(b) Owners or possessors of livestock impounded for violation of this article or any State and/or Federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

(c) Impounded livestock shall be held for a period of 21 days. If such impounded animals are not claimed by the owners during that period of time, the animals may be

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given to persons willing to accept them, in the discretion of the Beaufort County Animal Services Department.

(d) Exception: No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the Municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

3.219. Importation of Exotic Animals Prohibited

(a) Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(b) Unlawful act. It shall be unlawful for any person, firm, or corporation to import into Beaufort County, any venomous reptile or any other exotic animal.

(c) Exceptions. This article shall not apply to following entities:

(1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).

(2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.

(3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.

(4) A team mascot for a university or educational facility.

3.220. Rabies Control Act (S.C. Code § 47-5-10)

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with Beaufort County Animal Services Department and any State, County or Municipal law enforcement agencies.

(1) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into Beaufort County from a location outside Beaufort County shall comply with this section within 30 days after having moved into the Beaufort County by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

(2) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness or other device worn on the dog

(3) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(4) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(5) *Exceptions.* No person charged with violating 3.220 rabies control shall be convicted if he produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

3.221. Interference with Animal Services Officers

It shall be unlawful for any person to interfere with, hinder, or molest an animal services officer in the performance of his or her duties or seek to release any pet or livestock in his/her custody without his/her consent.



3.222. Enforcement and Penalties

(a) The animal services officers of the Beaufort County Animal Services Department shall be charged with the responsibility of enforcing all ordinances enacted by the County and contracts entered into with the County for the care, control and custody of pets or livestock covered by this article. All violations of this article shall be heard by the Beaufort County Magistrate Court.

(b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated Municipality within the County, unless and until the governing body of a Municipality requests in writing that County Council include the area of such Municipality within the coverage of this article, and County Council has acted favorably on such request and has so notified such Municipality of its approval of such request.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Magistrate Courts or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in non-compliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to Beaufort County Animal Shelter.

(e) Infractions resulting in administrative citations and penalties.

(1) In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code of 1976 § 47-3-20, an administrative citation may be issued for certain infractions of County animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the animal services officer and include but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and warnings for a noisy public nuisance animal. Animal cruelty charges and dangerous dog determinations are not violations subject to administrative citations.

(2) The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection and administrative review of administrative citations and penalties.

a. *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a County animal control ordinance, an administrative citation may be issued by the animal services officer.

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b. *Content of citation.* The administrative citation shall be issued on a form approved by the Director of Beaufort County Animal Services and shall contain the following information:

1. Date, location and approximate time of the infraction;
2. The ordinance violated and a brief description of the infraction;
3. The amount of the administrative penalty imposed for the infraction;
4. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
5. Instructions on how to appeal the citation;
6. The signature of the animal control officer.

The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

c. Service of citation.

1. If the person who has violated the County animal control ordinance is present at the scene of the infraction, the animal control officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
2. If the owner, occupant or other person who has an infraction of a County animal control ordinance is a business, and the business owner is on the premises, the animal control officer shall attempt to deliver the administrative citation to him/her. If the animal control officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
3. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The citation shall be mailed to the property address and/or the address listed for the owner on the last County equalized assessment roll. The citation shall also be mailed to any additional addresses for the owner in department records.

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d. Administrative penalties.

1. The penalties assessed for each infraction of a County animal control ordinance shall not exceed the following amounts:

A. One hundred dollars for a first infraction;

B. Two hundred dollars for a second infraction of the same administrative abatement order within one year;

C. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

2. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the Beaufort County Treasurer.

5. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.

6. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Magistrate Court of Beaufort County.

e. Administrative appeal of administrative citation.

1. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the department. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection c. above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on County forms and shall contain the following information:

A) A brief statement setting forth the appellant's interest in the proceedings;

B) A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

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C) An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

D) The notice of appeal must be signed by the appellant;

E) A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled;

F) Indigence must be proved to have the deposit waived.

2. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

A) Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.

B) The administrative hearing regarding the administrative citation shall be held before the Public Safety Director, or a designee. The hearing officer shall not be the investigating animal control officer who issued the administrative citation or his immediate supervisor. The Director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.

C) Conduct of the hearing. The investigating animal control officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating animal control officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

D) Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The Hearing Officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the Circuit Court.

f. Appeal to Circuit Court. Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the Circuit Court in Beaufort County. The appeal to Circuit Court must be filed within 30 days of the notice of the

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administrative officer's decision being mailed to the recipient of an administrative citation.

*Sections 3.224 – 3.250. Reserved*

### **Article III. Specific to The Town of Yemassee**

#### **3.301. Driving and Racing**

It shall be unlawful for any person to drive horses or other animals at a dangerous speed, or to race horses or other animals on the public streets.

#### **3.302. Swine, Livestock Prohibited from Town, Exceptions**

(a) No swine or livestock shall be kept within the corporate limits without specific approval of the Town Council, or unless otherwise allowed by zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public.

(b) No livestock shall be permitted to run at large.

#### **3.303. Nuisances: Failure to Abate**

All stables, houses, and barns shall be kept in a clean and sanitary condition, and the manure not allowed to accumulate, and shall be subject to regulations prescribed by the County Health Officer.

#### **3.304. Wild Bird Sanctuary Established**

(a) The entire area within the corporate limits of the Town is hereby established and declared to be a wild bird sanctuary for non-game birds; provided, however, this section shall not apply to that area of town known as Cotton Hall and Tomotley.

(b) Unless otherwise authorized under State hunting laws, it shall be unlawful within the Town to trap, hunt, shoot, harm, rob the nest of, or molest in any way any wild bird or fowl, except as may be determined by Town Council.

#### **3.305. Farm Lands. Swamps Excluded**

The provisions of this article shall not apply to farms or swamp lands within the corporate limits.

#### **3.306. Slaughter Houses**

No person shall be licensed or allowed to establish, in any manner or form, any butcher pen, slaughterhouse or abattoir within the corporate limits.

# TOWN OF YEMASSEE

## Ordinance No. 21-18

AN ORDINANCE AMENDING PORTIONS OF THE TOWN OF YEMASSEE CODE, WITHIN CHAPTER 3 (ANIMALS. FOWL), SPECIFICALLY; RENAMING THE CHAPTER TO (ANIMALS), AND REPEALING ARTICLE I. IN GENERAL, ARTICLE II. DOGS, ARTICLE III. BIRD SANCTUARY AND ARTICLE IV. PENALTIES AND REPLACING THE REPEALED ARTICLES WITH ARTICLE I. IN GENERAL, ARTICLE II. ANIMAL CONTROL AND ARTICLE III. SPECIFIC TO THE TOWN OF YEMASSEE.

**NOW, THEREFOR, BE IT ORDAINED** by the Town Council of the Town of Yemassee, in Council duly assembled, hereby amends portions of the Town of Yemassee Code, Chapter 3 titled “Animals. Fowl” and renaming the Chapter to “Animals”, repealing the existing Article I., Article II, Article III and Article IV and replacing the repealed articles with; Article I. In General, Article II. Animal Control, Article III. Specific to the Town of Yemassee. A copy of the existing text of Chapter 3 is attached and is referenced as “Exhibit A” and the proposed updates are attached and referenced as “Exhibit B”, with modifications highlighted.

### **Section 1.**

The following Articles within Chapter 3 have been repealed and replaced with the following:

**Article I.** In General

**Article II.** Animal Control

**Article III.** Specific to the Town of Yemassee

The Ordinances within Chapter 3 listed in the table below have been created, deleted, or modified:

| <b>Existing Ordinance Title</b>                                                                               | <b>Updated Ordinance Title</b> |
|---------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Article I. In General</b>                                                                                  |                                |
| 3.101. Cruelty to Animals                                                                                     | --                             |
| 3.102. Reserved                                                                                               | --                             |
| 3.103. Livestock, Fowl Prohibited at Large, Seizure Authorized                                                | --                             |
| 3.104. Noises                                                                                                 | --                             |
| 3.105. Strays                                                                                                 | --                             |
| 3.106. Bringing, Keeping Diseased Animals within the Town                                                     | --                             |
| 3.107. Disposal of Dead Animals Required                                                                      | --                             |
| 3.108. Slaughter Houses                                                                                       | --                             |
| <i>*Article I. In General - The updated Ordinance reserves Sections 3.101 – 3.120 reserved for future use</i> |                                |

| <b>Article II. Animal Control (formerly titled “Dogs”)</b>                                                                |                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 3.201. Definitions                                                                                                        | 3.201. Authority for and Enactment of Chapter                                                          |
| 3.202. Certain Dogs Declared a Nuisance                                                                                   | 3.202. Definitions                                                                                     |
| 3.203. Dangerous Animals                                                                                                  | 3.203. County Pet License; Rabies Vaccination Tags                                                     |
| 3.204. Killing Dangerous Animals                                                                                          | 3.204. Lifetime / Annual Pet license issuance Fees and Exemptions                                      |
| 3.205. Dangerous Dogs                                                                                                     | 3.205. Declaration of Restricted Dog, Appeal of Breed Determination                                    |
| 3.206. Rabies Shot Required                                                                                               | 3.206. Pet Breeder License, Inspection and Fees                                                        |
| 3.207. Control of Dogs                                                                                                    | 3.207. Dangerous Animals                                                                               |
| 3.208. Police to Impound                                                                                                  | 3.208. Running at Large                                                                                |
| 3.209. Failure to Redeem Dog or Pay Fee                                                                                   | 3.209. Nuisance Pets of Livestock                                                                      |
| 3.210. Dog Bites                                                                                                          | 3.210. Animal Cruelty                                                                                  |
| 3.211. Running at Large                                                                                                   | 3.211. Sale of Animals, Pets or Livestock                                                              |
| 3.212. Disturbing the Peace                                                                                               | 3.212. Seizure and Right of Entry to Protect Abandoned, Neglected or Cruelly Treated Pets or Livestock |
| --                                                                                                                        | 3.213. Impoundment                                                                                     |
| --                                                                                                                        | 3.214. Redemption                                                                                      |
| --                                                                                                                        | 3.215. Adoption                                                                                        |
| --                                                                                                                        | 3.216. Trapping                                                                                        |
| --                                                                                                                        | 3.217. Management of Feral Cat Colonies                                                                |
| --                                                                                                                        | 3.218. Livestock                                                                                       |
| --                                                                                                                        | 3.219. Importation of Exotic Animals Prohibited                                                        |
| --                                                                                                                        | 3.220. Rabies Control Act (S.C. Code § 47-5-10)                                                        |
| --                                                                                                                        | 3.221. Interference with Animal Services Officers                                                      |
| --                                                                                                                        | 3.222. Enforcement and Penalties                                                                       |
| <b><i>*Article II. Animal Control - The updated Ordinance reserves Sections 3.223 – 3.250 reserved for future use</i></b> |                                                                                                        |
| <b>Article III. Specific to the Town of Yemassee (formerly titled “Bird Sanctuary”)</b>                                   |                                                                                                        |
| 3.301. Established                                                                                                        | 3.301. Driving and Racing                                                                              |
| 3.302. Killing, Injuring, Molesting Birds                                                                                 | 3.302. Swine, Livestock Prohibited from Town, Exceptions                                               |
| 3.303. Birds Constituting a Nuisance. Action                                                                              | 3.303. Nuisances; Failure to Abate                                                                     |
| 3.304. Farm Lands, Swamps Excluded                                                                                        | 3.304. Wild Bird Sanctuary Established                                                                 |
| --                                                                                                                        | 3.305. Farm Lands. Swamps Excluded                                                                     |
| --                                                                                                                        | 3.306. Slaughter Houses                                                                                |
| <b>Article IV Removed from update. Previously known as “Article IV. Penalty”</b>                                          |                                                                                                        |
| 3.401. Penalty                                                                                                            | --                                                                                                     |



**Section 2.**

All ordinances or part of ordinances, in conflict herewith are to the extent of such conflict, hereby repealed.

**Section 3.**

Any chapter, article, section, or subsection, sentence, clause, or phrase of this ordinance is for any reason declared to be unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof.

**Section 4.**

Upon adoption of the Ordinance, the Town shall execute an Intergovernmental Agreement, with terms agreed upon by both parties, between the Town of Yemassee and Beaufort County Animal Services for the provision of Animal Control services throughout the entire corporate limits of the Town of Yemassee.

**Section 5.**

The modified or newly created sections of ordinance shall become effective upon its second reading and adoption.

8/3/21 | 8/10/21
Matthew E. Garnes  
 First Reading Second Reading
 ATTEST: Matthew E. Garnes, Town Clerk  
Colin Moore
Peggy O'Banner  
 Colin J. Moore, Mayor
 Peggy O'Banner, Mayor Pro Tem  
  
Chuckie Simmons
Alfred Washington  
 Chuckie Simmons, Councilmember
 Alfred Washington, Council Member  
  
Michelle Hagan
Tom Johnson, Jr.  
 Michelle Hagan, Councilmember
 Approved as to Form and Correctness  
  
 (seal)
 Tom Johnson, Town Attorney

**ORDINANCE 2022 / 22**

**AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS**

**WHEREAS**, Beaufort County ("County") established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

**WHEREAS**, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

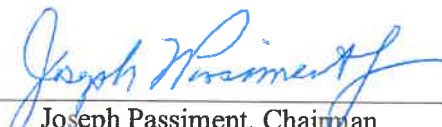
**WHEREAS**, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.


**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this 11<sup>th</sup> day of April 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:  \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

  
\_\_\_\_\_  
Sarah W. Brock, Clerk to Court

First Reading: March 14, 2022      Vote: 11/0  
Second Reading: March 28, 2022    Vote: 11/0  
Public Hearing: April 11, 2022  
Third Reading: April 11, 2022      Vote: 10/0

## ARTICLE II. - ANIMAL CONTROL<sup>[2]</sup>

### Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

*Abandonment* shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

*Animal* shall mean a live vertebrate creature except a human being.

*BCAS* shall mean Beaufort County Animal Services.

*BCAS director* shall mean any person so appointed by the county administrator.

*BCAS facility* shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

*BCAS officer* shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

*Breeder* shall mean any person owning unaltered pets with the intent of selling pets' offspring.

*County Administrator* shall mean the individual in the said position or its assignee or designee.

*Domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

*Dub* shall mean to trim or remove.

*Feral* shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

*Infraction* shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

*Kennel* shall mean a small shelter for a dog, cat or other animal.

*Livestock* shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

*Muzzle* shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

*Non-domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

*Nuisance* shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

*Pet* shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Pit Bull* shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

*Provocation* shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

*Serious injury* shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

*Shelter* shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*Tethering* shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

~~*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.~~

*Unaltered* shall mean a pet which has not been spayed or neutered.

*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. ~~when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~

**Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

**Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.**

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the microchipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
  - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
  - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
  - (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
    - a. Be spayed or neutered.
    - b. Microchipped.
    - c. Pay the appropriate one-time fee per the published fee schedule.
  - (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
    - a. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
    - b. Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

**Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.**

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
  - (1) The restricted dog is less than four months of age;
  - (2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
  - (3) The determination of the dog's breed is under appeal pursuant to subsection (f); or
  - (4) The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
  - (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.

(2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~

(3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.

(4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.

If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.

~~(f) *Appeal.* Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

**Sec. 14-31. - Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
  - (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
  - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
  - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
  - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

**Sec. 14-32. - Dangerous animals.**

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
  - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
  - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
  - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
  - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
  - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
  - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
  - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of ~~section paragraph~~ (3) of this section, ~~paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
  - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:
    - a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
    - ~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

~~e. b.~~ No person shall permit a dangerous animal to go outside its ~~kennel or pen~~ confined space unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

~~d.~~ The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.

~~e.~~ The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

(4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

a. Insurance Requirement. Owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:

- i. animal must be specifically referred to by name and description;
- ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and
- iii. may not contain exceptions related to animal bites or injuries to third parties.

b. Notice of Dangerous Animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.

c. Registration and License. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

### **Sec. 14-33. - Running at large.**

(a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
2. For purposes of this Section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.



3. For purposes of this Section, the term "under restraint" is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

~~(b) *Exemption.* Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.~~

~~No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.~~

~~From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.~~

~~(e) (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

#### **Sec. 14-34. - Nuisance pets or livestock.**

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
- (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

- (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
  - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
  - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
  - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
  - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
- (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
- ~~(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
- ~~(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

**Sec. 14-35. - Animal cruelty and neglect.**

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, ~~and~~ or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.
- (1) Abandonment During Named Storm. It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a

tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
  - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
  - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

**Sec. 14-36. - Sale of animals, pets or livestock.**

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

**Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.**

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) *[Euthanasia.]* Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

**Sec. 14-38. - Impoundment.**

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

**Sec. 14-39. - Redemption.**

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
  - (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.
  - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
  - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

**Sec. 14-40. - Adoption.**

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

**Sec. 14-41. - Trapping.**

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.
- (b) Exemption. Trapping is permitted for hogs.

**Sec. 14-42. - Management of feral cat colonies.**

(a) *Definitions.*

*Caregiver* means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

*Caregiver manager* means any person in charge of a caregiver program.

*Ear tipping* means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

*Feral cat* means a cat which currently exists in a wild or untamed state.

*Feral cat colony* means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

*Nuisance* means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

*Suitable shelter* means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

*TNR* means trap, neuter/spay and release.

*TNA program* means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

**Sec. 14-43. - Livestock.**

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

**Sec. 14-44. - Importation of exotic animals prohibited.**

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined

as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae Naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
  - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
  - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
  - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
  - (4) A team mascot for a university or educational facility.

**Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).**

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

**Sec. 14-46. - Interference with a BCAS officer.**

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

**Sec. 14-47. - Enforcement and penalties.**

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(1) *Liability to Person Bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:

- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
- ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) *Habitual Violators.* In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

- (e) (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory



spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. ~~Animal cruelty charges and d~~Dangerous dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
  - a. Date, location and approximate time of the infraction;
  - b. The ordinance violated and a brief description of the infraction;
  - c. The amount of the administrative penalty imposed for the infraction;
  - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
  - e. Instructions on how to appeal the citation; and
  - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
  - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
  - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
  - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
  - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
    - i. One hundred dollars for a first infraction;
    - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
    - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
  - i. A brief statement setting forth the appellant's interest in the proceedings;
  - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
  - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
  - iv. The notice of appeal must be signed by the appellant;
  - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
  - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
  - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
  - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
  - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.

**"ATTACHMENT D"**


## Text amendments to Animal Control Ordinances

Foot, Philip <philipf@bcgov.net>

Thu 6/16/2022 15:53

To: Matthew Garnes <mattgarnes@townofyemassee.org>

Cc: Ward, Brittany <bward@bcgov.net>

 2 attachments (2 MB)

AS letter text amendments Town of Yemassee.docx; 22. Animal Control Text Amend Ordinance.pdf;

Good afternoon Matt,

Please see my attached letter about the recent text amendments to our Animal Control Ordinances, if you have any questions please contact me or our Deputy County Attorney Brittany Ward.

Thank you,

Philip A. Foot, CJM  
Public Safety Division  
Assistant County Administrator  
Beaufort County, SC

(843)255-5171 office

<https://beaufortcountysc.webex.com/meet/philipf>

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**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**Assistant County Administrator for Public Safety**  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
Office (843) 255-5171 e-mail [philipf@bcgov.net](mailto:philipf@bcgov.net)

June 16, 2022

To: Matthew Garnes, Town Clerk, Town of Yemassee  
From: Philip A. Foot CJM, Assistant County Administrator for Public Safety Division  
Cc: Brittany Ward, Deputy County Attorney  
RE: Text Amendments for Beaufort County Animal Control Ordinances

Dear Mr. Garnes,

Beaufort County made text amendments to the Animal Control Ordinances. The Town of Yemassee has adopted our ordinances in the past to allow Beaufort County Animal Service Officers the authority to enforce them within the municipality. Beaufort County Council adopted our recent text amendments on third reading at their April 11, 2022 meeting.

I have provided a copy of the text amendments as adopted with strikethroughs to make reviewing the changes easier. I have also provided a link to our Municode posted ordinances for the Animal Control Chapter 14, Article II, as amended.

[https://library.municode.com/sc/beaufort\\_county/codes/code\\_of\\_ordinances?nodeId=PTIGEOR\\_CH14AN\\_ARTIIANCO](https://library.municode.com/sc/beaufort_county/codes/code_of_ordinances?nodeId=PTIGEOR_CH14AN_ARTIIANCO)

Both our legal department along with our Animal Services Director will be happy to attend any town meeting to answer questions about the amendments if need. Please advise when the text amendments will be on the Town Council Agenda and we can attend.

Respectfully,

Philip A. Foot, CJM

Assistant County Administrator for Public Safety

Beaufort County, South Carolina

***Recommended Motion***

***(Ordinance 22-13)***

***"I move to:***

- ***Approve***
- ***Deny***

***First Reading of the Ordinance Amending the Town of  
Yemassee Code, Chapter 3 – Animals"***



ADMINISTRATION DEPARTMENT  
MAY 2022 MONTHLY REPORT

Colin J Moore

*Mayor*

Peggy Bing-O'Banner

*Mayor Pro Tempore*

Matthew Garnes

*Town Clerk*



***Council Members***

Alfred Washington

Stacy Pinckney

David Paul Murray

## Town Clerk Monthly Report July 2022

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### **Town Operations**

- During the month of July, the Town had more Committee meetings over the course of the month than we have in recent history. Four meetings of the Section 504 Committee happened and Two Zoning Board Meetings.

### **Meetings**

- I attended the Southern Lowcountry Regional Board (SoLoCo) monthly meeting on July 26, 2022, at the Rotary Center in Bluffton. The board collectively agreed on an IGA to launch a Regional Housing Trust Fund which is being presented to each municipality's council over the next few weeks
- I met with John O'Toole of the Beaufort County Economic Development Corporation and utility stakeholders regarding a potential industrial development within the Town of Yemassee on Castle Hall Road.

### **Updates / Miscellaneous Information**

- In May, I reported that it was discovered that Palmetto Electric Cooperative had a few addresses within their service territory that are inside the Town limits. The Town worked with Palmetto to verify the addresses and establish guidelines for communication. The Town took delivery of a payment for eight years of franchise fees in the amount of \$8,000.00.
- Demolition Project – Terracon, the environmental testing firm, completed testing on the final two properties needing testing. Now that Environmental is complete, the Council of Governments has published an RFQ for a demolition contractor. Once a thirty-day submission period closes, the bids will be opened, and a successful bidder will be announced.
- Water/Sewer Project – The Town was able to engage a commercial appraisal firm, Compass South, to conduct appraisals on the properties abutting the project area. We expect them to complete that assessment quickly and should be able to proceed to the next step.



## Active Business Licenses within the Town of Yemassee

Last Updated: 5 August 2022 15:54:18

| License No. | Business Name                                | Business Address                                    | Business Phone | Business Type                     |
|-------------|----------------------------------------------|-----------------------------------------------------|----------------|-----------------------------------|
| 22000       | Freedom Air Heating & Air Conditioning, LLC. | 515 Elm St W, Hampton, SC 29924-3101                | (803) 943-8732 | HVAC Installers & Repair          |
| 22001       | A&R Rentals                                  | 715 Tulifinny Rd, Yemassee, SC 29945-2716           | (843) 893-6992 | Real Estate Companies             |
| 22002       | Griffith's Improvements, LLC.                | 21 River Rd, Yemassee, SC 29945-6400                | (843) 898-0010 | Handymen                          |
| 22003       | Keep N Kool                                  | P.O. Box 12, Cottageville, SC 29435                 | (843) 835-5981 | HVAC Installers & Repair          |
| 22004       | Jerry's of Yemassee, LLC.                    | 223 U.S. Highway 17A, Yemassee, SC 29945-0185       | (843) 589-4355 | Towing Services                   |
| 22005       | Jerry's of Yemassee, LLC. Lot #2             | 30 Yemassee Hwy, Yemassee, SC 29945-0185            | (843) 589-4355 | Automobile Dealership             |
| 22006       | DLW Clearing and Landscaping, LLC.           | 14 Cameron Dr, Yemassee, SC 29945                   | (843) 510-9859 | Janitorial Services               |
| 22007       | Boyd Powell                                  | 1272 Ridgecut Rd, Early Branch, SC 29916-3924       | (843) 305-1750 | Handymen                          |
| 22008       | Seacoast Security Shredding, Inc.            | P.O. Box 609, Bluffton, SC 29910-0609               | (843) 757-8010 | Waste Haulers                     |
| 22009       | Simco Recycling                              | 112 Jackson St, Yemassee, SC 29945-2240             | (803) 942-1592 | Metal Recycling                   |
| 22011       | Fletchers Café & Catering, LLC.              | P.O. Box 1062, Yemassee, SC 29945-1062              | (843) 804-4500 | Takeout Restaurants               |
| 22012       | West Shore Homes, LLC.                       | 8439 Palmetto Commerce Pkwy, Ste 101, Ladson, SC    | (717) 402-0061 | General Contractors               |
| 22013       | Cathryn Miller                               | 225 Salkehatchie Rd, Yemassee, SC 29945-3316        | (843) 226-0706 | Entertainment Services            |
| 22014       | Spatco Energy Solutions, LLC.                | 210 Business Park Blvd, Columbia, SC 28231-9499     | (704) 599-7613 | Electricians                      |
| 22015       | Harold's Country Club, Inc.                  | 97 U.S. Highway 17A, Yemassee, SC 29945-0601        | (843) 589-4360 | Full Service Restaurants          |
| 22016       | The Soap Box                                 | 62 Salkehatchie Rd, Yemassee, SC 29945-3304         | (843) 812-9466 | Coin Operated Laundry             |
| 22017       | Yemassee Enterprises, Inc. d/b/a Lanes BP    | P.O. Box 428, Yemassee, SC 29945-0428               | (843) 589-4010 | Gasoline Stations w/ C-Store      |
| 22018       | China Town Restaurant USA, Inc.              | P.O. Box 55, Yemassee, SC 29945-0055                | (917) 595-6091 | Takeout Restaurants               |
| 22019       | Williams Service Repair                      | 5163 N. Silverton St, Jackson, SC 29577-3163        | (803) 507-2197 | All Other Support Services        |
| 22020       | Southern Style Cleaning Services             | 105 Railroad Ave N, Yemassee, SC 29945-0000         | (843) 941-8105 | Janitorial Services               |
| 22021       | Ann's Baked Goods                            | 715 Tulifinny Rd, Yemassee, SC 29945-2716           | (843) 893-6992 | Catering Services                 |
| 22022       | Utility Partners of America, LLC.            | 7600 Pelham Rd, Greenville, SC 29615-5736           | (864) 269-2302 | Gas Line Contractors              |
| 22023       | Calibre Building                             | 1156 Bowman Rd, Ste 200, Mount Pleasant, SC 29464   | (843) 639-9166 | Electricians                      |
| 22024       | ADT Solar, LLC.                              | 128 Northpark Blvd, Covington, LA 70433-5070        | (985) 882-7200 | Electricians                      |
| 22025       | LED Lowcountry, LLC.                         | 14 Meeting House Rd, Okatie, SC 29909               | (330) 760-5835 | Electricians                      |
| 22026       | A&R Welding                                  | 461 Riley St, Yemassee, SC 29945-2609               | (843) 589-8011 | Metal Fabrications & Welders      |
| 22027       | Lucky Duck Distillery, LLC.                  | P.O. Box 561, Yemassee, SC 29945-0561               | (843) 589-5440 | Distilleries                      |
| 22028       | Henson the Handyman                          | 17 Mixon St, Yemassee, SC 29945-3344                | (843) 893-6237 | Handymen                          |
| 22029       | KB Masonary                                  | 73 Terry Ln, Yemassee, SC 29945-0000                | (843) 599-2229 | Other Services                    |
| 22030       | Triple K Construction                        | 929 Tulifinny Rd, Yemassee, SC 29945-2721           | (843) 226-5293 | Forestry & Logging                |
| 22031       | Sol Power, LLC.                              | 10249 Sawmill Rd, Charlotte, NC 28278               | (540) 840-1789 | Electricians                      |
| 22032       | Community Trade School, Inc.                 | 384 Willis St S, Yemassee, SC 29945                 | (843) 441-2633 | Educational Services              |
| 22033       | A Touch From Above 2, LLC.                   | P.O. Box 42, Yemassee, SC 29945-0042                | (843) 415-6742 | Barbershops & Personal Care       |
| 22034       | Le Creuset, Inc.                             | 18 Lane St, Yemassee, SC 29945                      | (803) 943-4308 | General Merchandise Stores        |
| 22035       | Comcast Broadband Security, LLC.             | 1 Comcast Ctr, Philadelphia, PA 19103               | (215) 286-7557 | Monitored Security Companies      |
| 22036       | Family Dollar Stores of SC, LLC.             | 301 Yemassee Hwy, Yemassee, SC 29945                | (757) 321-5533 | General Merchandise Stores        |
| 22037       | Palmetto Exterminators, Inc.                 | P.O. Box 30325, Charleston, SC 29417-0325           | (843) 531-9759 | Exterminators & Pest Control      |
| 22038       | Alpha Genesis, Inc.                          | 95 Castle Hall Rd, Yemassee, SC 29945-7115          | (843) 589-5190 | Scientific Research & Development |
| 22039       | Altru Protective Group, LLC.                 | 1304 Sunset Blvd, Ste 1021, West Columbia, SC 29169 | (803) 936-0149 | Private Security Services         |
| 22040       | S&S Disposal, Inc.                           | P.O. Box 38, Ehrhardt, SC 29081-0038                | (803) 267-1942 | Solid Waste & Recycling Serv      |

|       |                                                 |                                                     |                |                                 |
|-------|-------------------------------------------------|-----------------------------------------------------|----------------|---------------------------------|
| 22041 | Yvonne SeaFood                                  | P.O. Box 52, Early Branch, SC 29916-0052            | (843) 271-5473 | Mobile Food Vendors             |
| 22042 | Carolina Containers of Beaufort, LLC.           | P.O. Box 1925, Beaufort, SC 29901-1925              | (843) 522-1500 | Solid Waste & Recycling Serv    |
| 22043 | Vetrostone USA, Inc.                            | 108 River Rd, Yemassee, SC 29945-6402               | (843) 589-4000 | Quartz Manufacturers            |
| 22044 | Carolina LPD Services                           | 23802 Pocatigo Rd, Yemassee, SC 29945-2930          | (843) 812-0072 | Landscaping Services            |
| 22045 | Hamilton Irrigation & Lawn Care                 | 29 B Willis St S, Yemassee, SC 29945-2420           | (315) 956-8758 | Landscaping Services            |
| 22046 | Miracle Hair Design                             | 37 Willis St S, Yemassee, SC 29945-2420             | (843) 476-6210 | Barbershops & Personal Care     |
| 22047 | Old South Exterminators, Inc.                   | P.O. Box 1737, Ridgeland, SC 29936-1737             | (843) 726-3463 | Exterminators & Pest Control    |
| 22048 | De Lage Landen Financial Services               | 1111 Old Eagle School Rd, Wayne, PA 19087-1453      | (610) 386-5000 | Equipment Leasing Services      |
| 22049 | Republic Waste Services of SC, Inc.             | 109 Josephine Dr, Beaufort, SC 29906-5781           | (843) 524-9914 | Solid Waste & Recycling Serv    |
| 22050 | Catherine Soul Food                             | P.O. Box 765, Yemassee, SC 29945-0765               | (843) 441-0123 | Mobile Food Vendors             |
| 22051 | Terminix Service, Inc.                          | 32 Browns Cove Rd, Ridgeland SC 29936-8156          | (843) 987-2487 | Exterminators & Pest Control    |
| 22052 | J&C Window Cleaning Service, LLC.               | P.O. Box 126, Yemassee, SC 29945-0126               | (843) 908-0315 | Other Services                  |
| 22053 | Atlas Surveying Bft, LLC.                       | 49 Browns Cove Rd, Suite 5, Ridgeland, SC 29936     | (843) 645-9277 | Property & Land Surveyors       |
| 22054 | O'Shaughnessy Real Estate, Inc.                 | 4024 Salt Pointe Pkwy, North Charleston, SC 29405   | (843) 202-3016 | Real Estate Companies           |
| 22055 | Reddy Ice, LLC.                                 | 2 Guess Dr, Yemassee, SC 29945                      | (214) 442-1009 | Distributors                    |
| 22056 | OCS Garage Doors & Hurricane Protection         | 87 Yemassee Hwy, Yemassee, SC 29945-2300            | (843) 521-0102 | Other Services                  |
| 22057 | EnMark Stations, Inc.                           | 315 Yemassee Hwy, Yemassee, SC 29945                | (912) 236-1331 | Gasoline Stations w/ C-Store    |
| 22058 | Selectric, LLC.                                 | 1211 Boundary St, Ste. B, Beaufort, SC 29902        | (843) 812-1346 | Electricians                    |
| 22059 | Kleen Sites Geoservices, Inc.                   | 2047 Industrial Blvd, Lexington, SC 29072-3732      | (803) 996-0637 | Engineering Companies           |
| 22060 | Southeastern Lawn & Pest, LLC.                  | 196 E Carolina Ave, Varnville, SC 29924             | (843) 898-3455 | Exterminators & Pest Control    |
| 22061 | Kintz Electric, LLC.                            | 13 John Galt Rd, Beaufort, SC 29906                 | (843) 522-1319 | Electricians                    |
| 22062 | Palmetto Telephone Communications, LLC.         | 292 Robertson Blvd, Waltherboro, SC 29488-0015      | (843) 538-9090 | Telecommunications              |
| 22063 | BHHS / Bay Street Realty Group                  | 701 Bay St, Beaufort, SC 29902-5504                 | (843) 301-0013 | Real Estate Companies           |
| 22064 | Lowcountry Clean Care                           | P.O. Box 887, Hampton, SC 29924-0887                | (803) 943-4416 | Janitorial Services             |
| 22065 | CJM Signs, LLC.                                 | 1523 N. Lakeshore Dr, Mount Pleasant, SC 29466-8895 | (843) 830-3022 | Outdoor Advertising             |
| 22066 | Creative Cutz                                   | 25 Salkehatchie Rd, Unit A, Yemassee, SC 29945      | (843) 694-4835 | Hair Salons                     |
| 22067 | CHM Underground, LLC.                           | 95 Yemassee Hwy, Yemassee, SC 29945-2300            | (803) 842-5501 | Utilities                       |
| 22068 | Gideon's Go & Tow, LLC.                         | 60 Plum Tree Ln, Yemassee, SC 29945-4112            | (843) 909-2972 | Towing Services                 |
| 22069 | Clifton Seafood Market, LLC.                    | 204 U.S. Highway 17A, Yemassee, SC 29945-0000       | (843) 592-0505 | Nonstore Retailers              |
| 22070 | Silver Bullet Café                              | 456 Davidson Tower Rd, Yemassee, SC 29945-2108      | (843) 812-3073 | Mobile Food Vendors             |
| 22071 | Big Daddy Landscaping                           | 179 Daniels Ln, Yemassee, SC 29945-2564             | (843) 441-1912 | Landscaping Services            |
| 22072 | Bug Busters, Inc.                               | 1141 Elm St W, Hampton, SC 29924-2007               | (803) 943-2666 | Exterminators & Pest Control    |
| 22073 | Beaufort Towing, LLC.                           | 10 Castle Hall Rd, Yemassee, SC 29945-7116          | (843) 589-2097 | Towing Services                 |
| 22074 | UniFirst Corporation                            | 68 Jonspin Rd, Wilmington, MA 31324                 | (978) 658-8888 | Janitorial Services             |
| 22075 | Upper Room Realty, Inc.                         | P.O. Box 6482, Beaufort, SC 29903-6482              | (843) 441-9393 | Real Estate Companies           |
| 22076 | Tillman Investments, LLP. d/b/a Sea Island Fire | 2983 N. Okatie Hwy, Ridgeland, SC 29936-8216        | (843) 441-9000 | Fire Protection & Alarm Systems |
| 22077 | Interstate Towing, LLC.                         | 127 Bay Pines Rd, Beaufort, SC 29906-8527           | (843) 846-9292 | Towing Services                 |
| 22078 | American Plumbing Professionals, Inc.           | 693 North Varnell Rd, Tunnell Hill, GA 30755-9282   | (706) 516-0048 | Plumbers                        |
| 22079 | Safe Touch of Georgia, Inc.                     | 9600 Sunbeam Center Dr, Jacksonville, FL 32257      | (912) 352-8787 | Monitored Security Companies    |
| 22080 | Oliver's Bushhogging, LLC.                      | 101 Schien Loop, Beaufort, SC 29906-8596            | (843) 846-0505 | Landscaping Services            |
| 22081 | Green Earth General Contractors, LLC.           | 204 Davis Rd, Pelzer, SC 29669-9530                 | (864) 444-1624 | General Contractors             |

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|-------|-------------------------------------------------|---------------------------------------------------|----------------|-------------------------------|
| 22082 | Eurovia Atlantic Coast, LLC. d/b/a Blythe Const | 14500 Avion Pkwy, Suite 300, Winter Park, FL      | (407) 623-3848 | Engineering Companies         |
| 22083 | DDS Environmental, Inc.                         | 127 East Arrow Hwy, San Dimas, CA 91773-3305      | (480) 277-6991 | Environmental Compliance      |
| 22084 | Veteran Owned Real Estate, LLC.                 | 215 Lee Ave, Hampton, SC 29924-3441               | (843) 521-7734 | Real Estate Companies         |
| 22085 | Lanes Shell Mart                                | 4 Lane St, Yemassee, SC 29945-0008                | (843) 589-5263 | Gasoline Stations w/ C-Store  |
| 22086 | Wee Bee Enterprises                             | 1 Guess Dr, Yemassee, SC 29945                    | (843) 592-0881 | Manufacturing                 |
| 22087 | TriTek Fire & Security, LLC.                    | 6 Woodcross Dr, Columbia, SC 29212-2331           | (803) 407-0747 | Monitored Security Companies  |
| 22088 | Estill Gas Company, Inc.                        | 416 Railroad Ave NE, Estill, SC 29918-5116        | (803) 625-2427 | Gas Delivery Services         |
| 22089 | The Salley Group, LLC.                          | 1613 Paris Ave, Port Royal, SC 29935-2052         | (843) 929-5537 | Handymen                      |
| 22090 | Advance Safe & Lock, Inc.                       | 53 Sherman Dr, Beaufort, SC 29907-2316            | (843) 522-1159 | Locksmiths & Lockout Services |
| 22091 | The Brittingham Group, LLP.                     | 501 State St, West Columbia, SC 29171             | (803) 739-3090 | Accounting Firms              |
| 22092 | Graceland Trucking, LLC.                        | 225 Williams St, McColl, SC 29570-1619            | (843) 862-2512 | Mobile Home Transport         |
| 22093 | ADS Security, LLC.                              | 3001 Armory Dr, Suite 100, Nashville, TN 37204    | (843) 296-9342 | Monitored Security Companies  |
| 22094 | R&M Convenience Store, LLC.                     | 212 U.S. Highway 17A, Yemassee, SC 29945          | (843) 589-8200 | Gasoline Stations w/ C-Store  |
| 22095 | Blackwater Civil Engineering Consultants, LLC.  | 792 Williams Rd, Ruffin, SC 29475-5101            | (843) 599-5195 | Engineering Companies         |
| 22096 | CSX Transportation, Inc.                        | 500 Water St, C910, Jacksonville, FL 32202        | (904) 279-5265 | Rail Transportation           |
| 22097 | Cleveland Electric of St. Helena, LLC.          | 1942 Seaside Rd, St. Helena Island, SC 29920-6703 | (843) 812-0265 | Electricians                  |
| 22098 | Power Home Solar, LLC.                          | 919 N. Main St, Mooresville, NC 28115             | (919) 300-7976 | Electricians                  |
| 22099 | ATC Group Services, LLC.                        | 5750 Johnston St, Ste.400, Lafayette, LA 70503    | (337) 234-8777 | Engineering Companies         |
| 22100 | Inn at Cotton Hall, LLC.                        | 200 Cotton Hall Rd, Yemassee, SC 29945-7300       | (843) 694-3144 | Accommodations                |
| 22101 | Associates Asset Recovery, LLC.                 | 3601 E. Palmetto St, Florence, SC 29506-4018      | (843) 694-9911 | Towing Services               |
| 22102 | Rentokil North America, Inc.                    | P.O. Box 13848, Reading, PA 19612-3848            | (800) 488-9495 | Exterminators & Pest Control  |
| 22103 | Palmetto Insurance Services                     | P.O. Box 1220, Yemassee, SC 29945-1220            | (843) 589-5028 | Insurance Services            |
| 22104 | Whaley Foodservice, LLC.                        | P.O. Box 615, Lexington, SC 29071-0615            | (803) 996-9900 | Food Processing               |
| 22105 | Adams Outdoor Advertising, L.P.                 | 174 Boardwalk Dr, Ste. K, Ridgeland, SC 29936     | (843) 645-4200 | Outdoor Advertising           |
| 22106 | MECO Of Savannah, Inc.                          | P.O. Box 23917, Savannah, GA 31403-3917           | (912) 233-4523 | Petroleum & Coal Products     |
| 22107 | Alliance Consulting Engineers, Inc.             | 1201 Main St, Ste. 202, Columbia, SC 29201-3297   | (803) 779-2078 | Engineering Companies         |
| 22108 | Manigo Electric                                 | 14 Nottingham Ln, Yemassee, SC 29945-4933         | (843)893-6312  | Electricians                  |
| 22109 | Genuine Cleaning                                | P.O. Box 263, Yemassee, SC 29945-0263             | (843) 592-4566 | Janitorial Services           |
| 22110 | Gasque & Associates, Inc.                       | 28 Professional Village Cir, Beaufort, SC 29907   | (843) 522-1798 | Property & Land Surveyors     |
| 22111 | Voices of Tomorrow Childcare, LLC.              | 229 Yemassee Hwy, Yemassee, SC 29945-2308         | (843) 441-0646 | Childcare Services            |
| 22112 | Hampton Furniture & Appliances                  | 602 Elm St E, Hampton, SC 29924-2606              | (803) 943-4695 | Furniture & Related Products  |
| 22113 | Zinc's Kitchen                                  | 250 Bing St, Yemassee, SC 29945-2447              | (843) 589-2725 | Mobile Food Vendors           |
| 22114 | Kingstowne, Inc.                                | P.O. Box 1700, Yemassee, SC 29945-1700            | (843) 589-3160 | Lessors of Self-Storage Units |
| 22115 | Hair Attractions                                | 8 Yemassee Hwy, Yemassee, SC 29945-2406           | (843) 575-0199 | Hair Salons                   |
| 22116 | Carolina Graphics                               | P.O. Box 975, Yemassee, SC 29945-0975             | (843) 589-5050 | Graphic Designers             |
| 22117 | Check Mates, LLP. d/b/a Maltese Arms            | 28706 Pocatoligo Rd, Yemassee, SC 29945-0000      | (843) 562-6629 | Shooting Ranges & Gun Clubs   |
| 22118 | Hair of Essence Beauty Salon                    | 6 Yemassee Hwy, Yemassee, SC 29945-0000           | (843) 575-5594 | Hair Salons                   |
| 22119 | Leon Frazier                                    | 66 Hunt St, Yemassee, SC 29945-5068               | (843) 592-4639 | Handymen                      |
| 22120 | Alethia Appraisals                              | P.O. Box 960, Yemassee, SC 29945-0960             | (843) 812-3607 | Appraisal Services            |
| 22121 | USIC Utility Locating Services                  | 9045 North River Rd, Indianapolis, IN 46240       | (317) 575-7800 | Utility Locating Companies    |
| 22122 | Lillian Ellis                                   | 75 Church St S, Yemassee, SC 29945-2440           | (843) 589-3480 | All Other Support Services    |

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|-------|-------------------------------------------|-----------------------------------------------------|----------------|------------------------------|
| 22123 | Central Hardware Co.                      | P.O. Box 398, Yemassee, SC 29945-0398               | (843) 589-5575 | Hardware Stores              |
| 22124 | Lamar Advertising Company                 | 45 Telfair Pl, Savannah, GA 31415-9522              | (888) 232-4103 | Outdoor Advertising          |
| 22125 | Wiggins Concrete Co, Inc.                 | P.O. Box 9, Estill, SC 29916-0009                   | (803) 625-2288 | Construction                 |
| 22126 | Home Repair & Remodeling, LLC.            | 475 Ridgecut Rd, Early Branch, SC 29916-3909        | (843) 575-7044 | Repair & Maintenance         |
| 22127 | Carolina Air, Inc.                        | 15 Eastern Rd, Beaufort, SC 29906-4231              | (843) 524-2581 | HVAC Installers & Repair     |
| 22128 | Thomas Concrete, Inc.                     | 69 Pebble Rd, Beaufort, SC 29906-0000               | (843) 368-4431 | Construction                 |
| 22129 | Best Plumbing, Inc.                       | 105 Sidneys Rd, Walterboro, SC 29488-9314           | (843) 538-5147 | Plumbers                     |
| 22130 | Associates Asset Recovery, LLC.           | P.O. Box 12470, Florence, SC 29506-2470             | (843) 664-9911 | Towing Services              |
| 22131 | Johannas J. Singleton                     | P.O. Box 214, Yemassee, SC 29945-0214               | (803) 842-1210 | Photographers                |
| 22132 | Blue Flame Bartending                     | 269 Big Timber Dr, Lexington, SC 29073-9522         | (803) 767-0906 | Mobile Bartending Services   |
| 22133 | JS Thompson Services, LLC.                | 32 James F Byrnes St, Beaufort, SC 29907-1946       | (843) 263-5027 | Exterminators & Pest Control |
| 22134 | Yemassee Plumbing                         | P.O. Box 1074, Yemassee, SC 29945-1074              | (843) 589-4702 | Plumbers                     |
| 22135 | Shoreline Screen & Graphic                | 2605 N. Royal Oaks Dr, Beaufort, SC 29902-6653      | (843) 812-4200 | Apparel                      |
| 22136 | McClure's Wrecker Service                 | 77 McClure Ln, Walterboro, SC 29488                 | (843) 538-8143 | Towing Services              |
| 22137 | Ferguson Forest Products                  | 121 Frampton Rd, Yemassee, SC 29945-7001            | (843) 589-7300 | Logging                      |
| 22138 | Terracon Consultants, Inc.                | 1800 Reynolds Ave, North Charleston, SC 29405       | (913) 599-6886 | Engineering Companies        |
| 22139 | D1 Landscaping                            | P.O. Box 1144, Yemassee, SC 29945-1144              | (843) 908-9593 | Landscaping Services         |
| 22140 | Chef Donald                               | 103 Tallahassee Loop, Ridgeland, SC 29936-4004      | (843) 592-4107 | Mobile Food Vendors          |
| 22141 | Daddy & Daughter Lawn Care                | 1300 Old Salkehatchie Hwy, Yemassee, SC 29945-3353  | (803) 842-5383 | Landscaping Services         |
| 22142 | Top Tree Investments, LLC.                | P.O. Box 829, Hampton, SC 29924-0829                | (843) 589-1463 | Real Estate Companies        |
| 22143 | Smokin' Leggalicious                      | 55 Riley St, Yemassee, SC 29945-2600                | (843) 305-2367 | Mobile Food Vendors          |
| 22144 | Williams Meals on Wheels                  | P.O. Box 77, Sheldon, SC 29941-0077                 | (843) 812-1611 | Mobile Food Vendors          |
| 22145 | G.L.R. Construction, LLC.                 | 126 Mockingbird Ln, Ridgeland, SC 29936-7506        | (843) 226-2111 | General Contractors          |
| 22146 | Trina's Treasurers                        | 87 Railroad Ave N, Yemassee, SC 29945-7633          | (843) 441-8538 | Mobile Food Vendors          |
| 22147 | Yemassee Food Mart                        | 145 Yemassee Hwy, Yemassee, SC 29945                | (847) 708-2672 | Gasoline Stations w/ C-Store |
| 22148 | Snappy Liquor                             | 149 Yemassee Hwy, Yemassee, SC 29945                | (847) 708-2672 | Liquor Stores                |
| 22149 | Conserv Building Services, LLC.           | 2803 Gray Fox Rd, Monroe, NC 28110                  | (704) 684-0037 | HVAC Installers & Repair     |
| 22150 | Taybles on The Move                       | 19376 Grays Hwy, Ridgeland, SC 29936                | (843) 986-6214 | Mobile Food Vendors          |
| 22151 | Cake & Kutz                               | 223 Yemassee Hwy, Yemassee, SC 29945-2307           | (803) 942-2082 | Mobile Food Vendors          |
| 22152 | Johnson Controls Security Solutions, LLC. | P.O. Box 3042, Boca Raton, FL 33431-3042            | (561) 912-6108 | Monitored Security Companies |
| 22153 | CNT Foundations                           | 3362 Navajo St, North Charleston, SC 29405          | (843) 577-7268 | Construction                 |
| 22154 | Southern Tree Services of Beaufort, Inc.  | P.O. Box 2293, Beaufort, SC 29901-2293              | (843) 522-2925 | Tree Trimming & Removal Svc  |
| 22155 | Seagrass Construction, LLC.               | 1404 Paris Ave, Port Royal, SC 29935-2123           | (843) 929-9247 | Construction                 |
| 22156 | Easy Rentals, Inc.                        | P.O. Box 67, Port Royal, SC 29935-0067              | (843) 524-4773 | Equipment Leasing Services   |
| 22157 | Bad Boys Bail Bonds                       | 5420 Rivers Ave, North Charleston, SC 29405         | (843) 747-7878 | Bail Bondsmen                |
| 22158 | Orkin Pest Control                        | 36 Persimmon St, Suite 203, Bluffton, SC 29910-7661 | (843) 524-3830 | Exterminators & Pest Control |
| 22159 | Jabez Investments, LLC.                   | 17B Yemassee Hwy, Yemassee, SC 29945                | (843) 812-8337 | Real Estate Companies        |
| 22160 | Raelyn's Roots                            | 12 Josselson St, Yemassee, SC 29945-3335            | (854) 210-6046 | Landscaping Services         |
| 22161 | Andrews Engineering Company, Inc.         | 2712 Bull St, Suite A, Beaufort, SC 29902-5306      | (843) 379-2222 | Engineering Companies        |
| 22162 | Dean Custom Air, LLC.                     | 120 Logan Rd, Bluffton, SC 29909-4119               | (843) 706-2850 | HVAC Installers & Repair     |
| 22163 | Cintas Corporation                        | 112 Coleman Blvd, Savannah, GA 31408-9565           | (912) 748-1305 | Janitorial Services          |

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|-------|-------------------------------------|-----------------------------------------------------|----------------|-------------------------------|
| 22164 | The Source Service                  | 45 Delaney Cir, Seabrook, SC 29940-3621             | (843) 263-8401 | Handymen                      |
| 22165 | Brown Septic and Plumbing, LLC.     | 513 Hamilton Ln, Yemassee, SC 29945-4749            | (843) 893-6582 | Well & Septic Tank Installers |
| 22166 | Pye Barker Fire & Safety, Inc.      | 1013 Lynes Ave, Savannah, GA 30008-8815             | (912) 234-9842 | Monitored Security Companies  |
| 22167 | Tri County Mechanical, Inc.         | 1041 Redi Mix Rd, Little River, SC 29566-7100       | (843) 773-2442 | HVAC Installers & Repair      |
| 22168 | Superior Services, TM               | 36 Persimmon St, Suite 202, Bluffton, SC 29910-7661 | (843) 828-2665 | HVAC Installers & Repair      |
| 22169 | K.R. Nichols Electric Service, LLC. | 95 McQuail Dr, Early Branch, SC 29916-3231          | (843) 908-0849 | Electricians                  |
| 22170 | T&A Electric, LLC.                  | 146 Mill Pond Rd, Early Branch, SC 29916-8106       | (843) 726-1046 | Electricians                  |

**Town of Yemassee Active Cases as of 8 August 2022**

|                       |                             |                     |          |                         |            |
|-----------------------|-----------------------------|---------------------|----------|-------------------------|------------|
| <b>Permit Number:</b> | RADD-08-22-1072             | <b>Issued Date:</b> | 8/5/2022 | <b>Expiration Date:</b> | 2/8/2023   |
| <b>Type:</b>          | Re-Roofing                  | <b>County:</b>      | Hampton  | <b>Planning Zone:</b>   | B          |
| <b>Class:</b>         | Residential                 | <b>Zoning:</b>      | R2A      | <b>Valuation:</b>       | \$7,900.00 |
| <b>Address:</b>       | 24 POSTON DR; PONDEROSA S/D |                     |          |                         |            |

REMOVE + DISPOSE OF OLD ROOFING, REPAIR DAMAGED SHEETING AND FACIA BOARDS AND INSTALLATION OF 30 YEAR G.A.F. ARCHITECTUAL SHINGLES

|                       |                                    |                     |          |                         |            |
|-----------------------|------------------------------------|---------------------|----------|-------------------------|------------|
| <b>Permit Number:</b> | CGAS-08-22-1071                    | <b>Issued Date:</b> | 8/8/2022 | <b>Expiration Date:</b> | 2/8/2023   |
| <b>Type:</b>          | Gas                                | <b>County:</b>      | Hampton  | <b>Planning Zone:</b>   | D          |
| <b>Class:</b>         | Commercial                         | <b>Zoning:</b>      | MU       | <b>Valuation:</b>       | \$3,500.00 |
| <b>Address:</b>       | 79 ZAHLER ST E; PRTC FIBER CABINET |                     |          |                         |            |

NEW NATURAL GAS SERVICE TO POWER STANDBY GENERAC GENERATOR UNIT. DOMINION EXTENDING GAS LINE FROM 105 TOWN CIR TO THIS LOCATION

|                       |                 |                     |          |                         |          |
|-----------------------|-----------------|---------------------|----------|-------------------------|----------|
| <b>Permit Number:</b> | ELEC-08-22-1070 | <b>Issued Date:</b> | 8/5/2022 | <b>Expiration Date:</b> | 2/5/2023 |
| <b>Type:</b>          | Electrical      | <b>County:</b>      | Hampton  | <b>Planning Zone:</b>   | C        |
| <b>Class:</b>         | Residential     | <b>Zoning:</b>      | R4A      | <b>Valuation:</b>       | \$500.00 |
| <b>Address:</b>       | 53 YEMASSEE HWY |                     |          |                         |          |

NEW SERVICE POLE FOR ACCESSORY DWELLING AND SWAP OUT OF EXISTING PANEL BOX

|                       |                 |                     |           |                         |             |
|-----------------------|-----------------|---------------------|-----------|-------------------------|-------------|
| <b>Permit Number:</b> | MHOM-07-22-1069 | <b>Issued Date:</b> | 7/26/2022 | <b>Expiration Date:</b> | 2/28/2023   |
| <b>Type:</b>          | New Placement   | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | C           |
| <b>Class:</b>         | Residential     | <b>Zoning:</b>      | R4A       | <b>Valuation:</b>       | \$35,000.00 |
| <b>Address:</b>       | 39 MIXON ST     |                     |           |                         |             |

PLACEMENT OF 1316SQFT MOBILE HOME. APPLICANT SUBMITTED A VARIANCE REQUEST

|                       |                 |                     |           |                         |             |
|-----------------------|-----------------|---------------------|-----------|-------------------------|-------------|
| <b>Permit Number:</b> | MHOM-07-22-1068 | <b>Issued Date:</b> | 7/26/2022 | <b>Expiration Date:</b> | 1/26/2023   |
| <b>Type:</b>          | New Placement   | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | C           |
| <b>Class:</b>         | Residential     | <b>Zoning:</b>      | GR        | <b>Valuation:</b>       | \$86,400.00 |
| <b>Address:</b>       | 27 BRADDY ST    |                     |           |                         |             |

REMOVING EXISTING MOBILE HOME AND PLACEMENT OF NEW MOBILE HOME

|                       |                 |                     |           |                         |           |
|-----------------------|-----------------|---------------------|-----------|-------------------------|-----------|
| <b>Permit Number:</b> | PLAT-07-22-1067 | <b>Issued Date:</b> | 7/25/2022 | <b>Expiration Date:</b> | 1/25/2023 |
| <b>Type:</b>          | Exempt Plat     | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | D         |
| <b>Class:</b>         | Residential     | <b>Zoning:</b>      | R4A       | <b>Valuation:</b>       | \$0.00    |
| <b>Address:</b>       | 12 JOSSELSO ST  |                     |           |                         |           |

RECORDING OF EXEMPT PLAT AFTER PROPERTY PURCHASE.

|                       |                                                                                                                              |                     |           |                         |              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------|-------------------------|--------------|
| <b>Permit Number:</b> | RADD-07-22-1066                                                                                                              | <b>Issued Date:</b> | 7/13/2022 | <b>Expiration Date:</b> | 1/13/2023    |
| <b>Type:</b>          | Remodel                                                                                                                      | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | A            |
| <b>Class:</b>         | Residential                                                                                                                  | <b>Zoning:</b>      | GR        | <b>Valuation:</b>       | \$20,500.00  |
| <b>Address:</b>       | 141 RILEY ST<br>RE-POURING OF CONCRETE FOUNDATION                                                                            |                     |           |                         |              |
| <b>Permit Number:</b> | ELEC-06-22-1058                                                                                                              | <b>Issued Date:</b> | 6/15/2022 | <b>Expiration Date:</b> | 1/16/2023    |
| <b>Type:</b>          | Electrical                                                                                                                   | <b>County:</b>      | Beaufort  | <b>Planning Zone:</b>   | C            |
| <b>Class:</b>         | Commercial                                                                                                                   | <b>Zoning:</b>      | T         | <b>Valuation:</b>       | \$14,440.00  |
| <b>Address:</b>       | 200 COTTON HALL RD; THE INN AT COTTON HALL<br>UPGRADE OF ELECTRICAL SERVICE FOR MAIN GATE                                    |                     |           |                         |              |
| <b>Permit Number:</b> | RADD-06-22-1057                                                                                                              | <b>Issued Date:</b> | 6/15/2022 | <b>Expiration Date:</b> | 1/16/2023    |
| <b>Type:</b>          | New Accessory                                                                                                                | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | D            |
| <b>Class:</b>         | Residential                                                                                                                  | <b>Zoning:</b>      | MU        | <b>Valuation:</b>       | \$4,500.00   |
| <b>Address:</b>       | 51 SALKEHATCHIE RD<br>NEW 10 X 20 UTILITY SHED. POURED SLAB.                                                                 |                     |           |                         |              |
| <b>Permit Number:</b> | CNEW-06-22-1056                                                                                                              | <b>Issued Date:</b> | 6/14/2022 | <b>Expiration Date:</b> | 1/14/2023    |
| <b>Type:</b>          | New                                                                                                                          | <b>County:</b>      | Beaufort  | <b>Planning Zone:</b>   | C            |
| <b>Class:</b>         | Commercial                                                                                                                   | <b>Zoning:</b>      | OCD       | <b>Valuation:</b>       | \$68,400.00  |
| <b>Address:</b>       | 95 CASTLE HALL RD; BUILDING 19B<br>CONSTRUCTION OF 2,250SQFT HEATED BUILDING FOR LIVE ANIMAL STORAGE. POURED SLAB FOUNDATION |                     |           |                         |              |
| <b>Permit Number:</b> | RADD-06-22-1051                                                                                                              | <b>Issued Date:</b> | 6/9/2022  | <b>Expiration Date:</b> | 1/9/2023     |
| <b>Type:</b>          | New Accessory                                                                                                                | <b>County:</b>      | Hampton   | <b>Planning Zone:</b>   | D            |
| <b>Class:</b>         | Residential                                                                                                                  | <b>Zoning:</b>      | R1A       | <b>Valuation:</b>       | \$10,000.00  |
| <b>Address:</b>       | 25 CHURCH ST N<br>DETACHED CARPORT ON CONCRETE SLAB FOUNDATION.                                                              |                     |           |                         |              |
| <b>Permit Number:</b> | CNEW-06-22-1049                                                                                                              | <b>Issued Date:</b> | 6/2/2022  | <b>Expiration Date:</b> | 1/2/2023     |
| <b>Type:</b>          | New                                                                                                                          | <b>County:</b>      | Beaufort  | <b>Planning Zone:</b>   | C            |
| <b>Class:</b>         | Commercial                                                                                                                   | <b>Zoning:</b>      | OCD       | <b>Valuation:</b>       | \$179,410.00 |
| <b>Address:</b>       | 4 TRASK PKWY<br>14 Trask Pkwy (northeast side of parcel) to be location of Yemassee Boat & RV                                |                     |           |                         |              |

Storage, 10, 8 & 6 Trask to be commercial, 4 Trask Pkwy to be SFD on SE corner of parcel abutting Pocotaligo River. Property is HCOD & RPOD





## TOWN OF YEMASSEE SECTION 504 COMMITTEE MEETING

Thursday, July 14, 2022 – 10:00AM

Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945

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- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Old Business**
  - a. Approval of the June 27, 2019, Committee Meeting
- V. New Business**
  - a. Presentation and overview on town owned properties and ranking summary from 2019
  - b. 2022 Action Plan
- VI. Adjournment**

“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.”



**TOWN OF YEMASSEE**

**Section 504 Committee Meeting Agenda**

**Thursday, June 27, 2019 9:00AM**

**Yemassee Community Center**

**10 Mixon Street, Yemassee, SC 29945**

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- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Old Business**
  - a. Approval of minutes from May 23, 2019 Committee Meeting
- V. New Business**
  - a. Review Summary of findings in preparation for delivery to Town Council
- VI. Adjournment**

"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."

Town of Yemassee  
Section 504 Committee Meeting Minutes  
June 27, 2019 / 9:00AM

Present: Matthew Garnes, Stephen Henson, Verlynda Singleton & Marie McManus

Absent: Charlie Simmons

Media Present: None

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Call to Order:

The Section 504 Committee meeting was called to order at 9:01AM by Matthew Garnes

Determination of Quorum:

Present Committee members were Mr. Garnes, Mr. Henson, Ms. Singleton & Ms. McManus. Council Member Simmons was absent.

Public Comment:

None

Old Business:

Mr. Garnes presented the meeting minutes from the May 23, 2019, Section 504 Committee meeting and asked if there were any comments. Ms. Singleton made the motion to approve the minutes as presented. Second by Ms. McManus. All in favor.

New Business:

Mr. Garnes read the report detailing findings of the Committee (see attached) to ensure that any issues accidentally omitted were added. The committee found issues and have issued subsequently an action plan for the following municipal properties:

- Moore's Park (100 Salkehatchie Road)
- Train Station (15 Wall Street)
- Harold Peeples Ballfield (29240 Pocotaligo Rd)
- Yemassee Community Center (10 Mixon St)
- Town Hall Ballfield Restrooms (101 Town Cir)
- Yemassee Municipal Complex (101 Town Cir)
- Police Substation (7 Railroad Ave N)
- Willis Street Basketball Court (5 Willis Street S)

Mr. Henson clarified that the report would be presented at the next Town Council meeting and later, the Town Council would rank their priorities and work towards addressing the issues.

Mr. Garnes answered a question from a member of the public regarding the status of a committee member, Charlie Simmons. The individual remarked that Mr. Simmons appointed himself to the board and has not attended any of the 10 meetings so far this year. Mr. Garnes said he can speak to the Town Council regarding the concern, but it would more than likely require the Council to reappoint a new member.

Adjournment:

Mr. Garnes asked for a motion to adjourn at 9:41AM. Motion by Mr. Henson, Second by Ms. Singleton. All in favor.

### **Moore's Park**

- **Enough handicapped spaces exist, but not setup correctly. Consider adding a separate handicapped space on level ground. Proper loading zone and must be "Van Accessible"**
- **Add handicapped signs and placards to parking spaces.**
- **Consider adding "one way" sign to parking lot.**
- **There are currently no concrete or solid walks or routes. Add paved walkway from handicapped spot to pavilion and restrooms. Ensure adequate width and passing room if needed based on length.**
- **Doors at restrooms lack proper ADA hardware.**
- **Door is not outward swinging.**
- **Restrooms do not have enough grab bars, must add proper grab bars with appropriate spacing.**
- **Signage existing does not have braille, no signage outside restrooms.**
- **Sink in the north bathroom needs to be completely replaced. Consider making the north restroom the handicapped accessible restroom as only one needs to be ADA compliant.**
- **Add marked crosswalk from Salkehatchie sidewalk to park.**

### **Train Station**

- **Lacks proper handicap van loading zone area**
- **Consider converting the (3) three current handicap parking spaces to (2) two van handicap spaces with the unloading zone in the middle.**
- **Need to repaint handicapped signage on ground with blue paint**
- **Yellow strip needed near pedestrian crossing near building**
- **Add marked crosswalk with signs from parking lot to train station.**
- **Entrance door possibly requires < 5lbs of force.**
- **ADA compliant bathroom was locked, bathroom must be accessible during business hours.**
- **Signage is not on correct side of interior walls near restrooms. Braille signage must be on the latch side of door frame**
- **Add handicapped assembly area for a wheelchair with signage where current fire extinguisher is now; the fire extinguisher will have to be moved.**

### **Peeples Ballfield**

- **Non-Compliant, add 1-2 paved van handicapped parking spaces, with paved walking paths to the Concession stand and assembly areas near the "Home" and "Away" sides.**
- **Restrooms are non-compliant, doors are not wide enough and existing structure would be costly to renovate. Consider constructing new handicapped accessible restroom.**

### **Community Center**

- **Building elevation to deck is not correct. Consider adding a small ramp to make the building wheelchair accessible.**
- **Existing ramp on deck is not at the adequate slope.**
- **Restrooms inside are not ADA compliant and entirely too small. Consider modifying the back door to meet ADA standards and installing paved covered walking path from building to baseball field restrooms which have far less issues than this building OR modify existing restrooms.**
- **Exit signs are not illuminated and one exit sign is above a door that is no longer intended as a means of egress.**
- **No paved parking on site. Handicapped parking spot and loading zone need to be added with proper paved walkway from parking spot to building (Van Accessible).**
- **Building lacks any braille signage inside or outside. Add proper signage at restrooms doors and near exits.**

### **Town Hall Ballfield Restrooms**

- **Location already has proper curb ramp and handicapped accessible stall. Grab bars need to be added in both men and women's room.**
- **Proper hardware on sink needs to be added to make it operational for handicapped persons.**
- **Signage on outside of door is missing. Must meet ADA standards including braille lettering below.**
- **Doors at restrooms lack proper ADA hardware.**
- **Check water to building, water is not on at the moment. Check electrical for building as well.**
- **Consider adding access point via a paved path from the Municipal Complex to the restroom building for handicapped accessibility.**

### **Municipal Complex**

- **Parking lot does not have adequate spacing for van accessible handicapped spot**
- **Restrooms do not have signage on correct side**
- **Consider making mens restroom in the front a unisex restroom with a lock. Removing one toilet and making it a single use would alleviate a plethora of issues that are plaguing the restrooms and be much more cost effective to bring up to standards. Once security updates are finished at Town Hall, the current women's room would likely be inaccessible to the public which makes this scenario desirable. Grab bars need proper spacing. Mirror is too high. Mount for paper towels is on the wrong side in current mens room.**
- **Remaining offices in the Town Hall do not have braille signage or room numbers on them. Check feasibility of this.**
- **Water fountain lacks proper knee clearance. Consider removing bottom shroud which may have enough clearance.**

### **Police Annex**

- **Parking lot is at an inadequate slope and handicapped spot is not at an appropriate grade & is not van accessible**
- **If the main entrance is the conference room, the door needs to be right hand swing. If the main entrance is the lobby area, a ramp must be installed at the door's threshold**
- **Two horizontal grab bars are required in restroom**
- **No braille signage on doors**
- **Move the small table near door in restroom**
- **If the main entrance is into the conference room the restroom door needs to be changed to a right swing.**

### **Willis Street Basketball Court**

- **No paved parking. Need van-accessible handicapped spot with paved walkway to basketball court and restroom.**
- **No braille signage on restroom door**
- **Restroom door must be outward swinging with proper ADA hardware**
- **Restrooms are currently not completed, make sure that all ADA standards are followed during the completion of the restroom.**

Town of Yemassee  
Section 504 Committee Meeting Minutes  
July 14, 2022 / 10:00AM

Present: Matthew Garnes, Stephen Henson, Verlynda Singleton & Robert Stief

Absent: Brenetta Solomon

Media Present: None

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Call to Order:

The Section 504 Committee meeting was called to order at 10:15AM by Matthew Garnes

Determination of Quorum:

Present Committee members were Mr. Garnes, Mr. Henson, Ms. Singleton & Mr. Stief. Committee member Ms. Solomon was absent.

Public Comment:

None

Old Business:

Mr. Garnes presented the meeting minutes from the June 27, 2019, Section 504 Committee meeting and asked if there were any comments. Mr. Stief made the motion to approve the minutes as presented. Second by Ms. Singleton. All in favor.

New Business:

Mr. Garnes reviewed the detailing findings from the Committee from 2019 (see attached). Some progress has been made correcting the findings but there is still much to be finished. Before decisions on a current action plan are made, the Committee will tour the properties and create a new list of detailed finding. Below is a list of the properties and facilities owned and managed by the Town:

- Moore's Park (100 Salkehatchie Road)
- Train Station (15 Wall Street)
- Harold Peoples Ballfield (29240 Pocotaligo Rd)
- Yemassee Community Center (10 Mixon St)
- Town Hall Ballfield Restrooms (101 Town Cir)
- Yemassee Municipal Complex (101 Town Cir)
- Police Substation (7 Railroad Ave N)
- Willis Street Basketball Court (5 Willis Street S)



There was discussion within the Committee of how and when updates to the 2019 detailed findings should be done. There was agreement to conduct a tour on July 21, 2022 from 9:00 AM to 12:00 PM for the Committee, in hopes of completing the project in one day.

Adjournment:

Mr. Garnes asked for a motion to adjourn at 10:35 AM. Motion by Mr. Henson, Second by Mr. Stief. All in favor.

DRAFT



## **TOWN OF YEMASSEE SECTION 504 COMMITTEE MEETING**

**Thursday, July 21, 2022 – 9:00AM**

**Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945**

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- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Old Business**
  - a. Approval of the July 14, 2022, Committee Meeting Minutes
- V. New Business**
  - a. Evaluation of town properties
- VI. Adjournment**

**“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.”**

**Town of Yemassee**  
**Section 504 Committee Meeting Minutes**  
**July 21, 2022 / 9:00AM**  
**Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945**

**Present:** Matthew Garnes, Stephen Henson, and Robert Steif

**Absent:** Brenetta Solomon, Verlynda Singleton

**Staff Present:** Caroline Koger

**Media Present:** None

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**Call to Order:**

The Section 504 Committee meeting was called to order at 9:07AM by Matthew Garnes

**Determination of Quorum:**

Present Committee members were Mr. Garnes, Mr. Henson, and Mr. Steif. Committee members Ms. Solomon and Mr. Singleton were absent.

**Public Comment:**

None

**Old Business:**

Mr. Garnes presented the meeting minutes from the July 14, 2022, Section 504 Committee meeting and asked if there were any comments. Mr. Steif indicated his name is misspelled in the draft minutes. The corrections will be made. Mr. Steif made the motion to approve the minutes with corrections. Second by Mr. Henson. All in favor.

**New Business:**

Mr. Garnes, Mr. Henson, and Mr. Steif inspected and evaluated town properties. Below is a list of the properties and facilities toured, inspected, and evaluated:

- Moore's Park (100 Salkehatchie Road)
- Train Station (15 Wall Street)
- Harold Peeples Ballfield (29240 Pocotaligo Rd)
- Yemassee Community Center (10 Mixon St)
- Town Hall Ballfield Restrooms (101 Town Cir)
- Yemassee Municipal Complex (101 Town Cir)
- Police Substation (7 Railroad Ave N)
- Willis Street Basketball Court (5 Willis Street S)

The 2019 list of detailed findings was updated. The committee will rank needs at its next meeting. The recommendations will be made to Town Council. A decision to meet again was discussed. The next meeting will be next Thursday, July 28, 2022, at the Community Center, 10 Mixon St, Yemassee, SC at 1:00PM.

**Adjournment:**

Mr. Garnes asked for a motion to adjourn at 9:13 AM. Motion by Mr. Henson, Second by Mr. Steif. All in favor.



## **TOWN OF YEMASSEE SECTION 504 COMMITTEE MEETING**

**Thursday, July 28, 2022 - 1:00PM**

**Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945**

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- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Old Business**
  - a. Approval of the July 21, 2022, Committee Meeting Minutes
- V. New Business**
  - a. Review findings from the Committees tour and assessment of Town properties and rank items in order of importance in preparation for presentation to Town Council
  - b. Discussion of potential grant project at Harold Peeples Athletic Park, 29240 Pocotaligo Rd in Hampton County.
  - c. Discussion of potential grant project at the Marine Corps Mural Park, 16 Wall St in Beaufort County.
- VI. Adjournment**

**“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.”**

**Town of Yemassee**  
**Section 504 Committee Meeting Minutes**  
**July 21, 2022 / 9:00AM**  
**Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945**

**Present:** Matthew Garnes, Stephen Henson, and Robert Steif

**Absent:** Brenetta Solomon, Verlynda Singleton

**Staff Present:** Caroline Koger

**Media Present:** None

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**Call to Order:**

The Section 504 Committee meeting was called to order at 9:07AM by Matthew Garnes

**Determination of Quorum:**

Present Committee members were Mr. Garnes, Mr. Henson, and Mr. Steif. Committee members Ms. Solomon and Mr. Singleton were absent.

**Public Comment:**

None

**Old Business:**

Mr. Garnes presented the meeting minutes from the July 14, 2022, Section 504 Committee meeting and asked if there were any comments. Mr. Steif indicated his name is misspelled in the draft minutes. The corrections will be made. Mr. Steif made the motion to approve the minutes with corrections. Second by Mr. Henson. All in favor.

**New Business:**

Mr. Garnes, Mr. Henson, and Mr. Steif inspected and evaluated town properties. Below is a list of the properties and facilities toured, inspected, and evaluated:

- Moore's Park (100 Salkehatchie Road)
- Train Station (15 Wall Street)
- Harold Peebles Ballfield (29240 Pocotaligo Rd)
- Yemassee Community Center (10 Mixon St)
- Town Hall Ballfield Restrooms (101 Town Cir)
- Yemassee Municipal Complex (101 Town Cir)
- Police Substation (7 Railroad Ave N)
- Willis Street Basketball Court (5 Willis Street S)

The 2019 list of detailed findings was updated. The committee will rank needs at its next meeting. The recommendations will be made to Town Council. A decision to meet again was discussed. The next meeting will be next Thursday, July 28, 2022, at the Community Center, 10 Mixon St, Yemassee, SC at 1:00PM.

**Adjournment:**

Mr. Garnes asked for a motion to adjourn at 9:13 AM. Motion by Mr. Henson, Second by Mr. Steif. All in favor.

DRAFT

Town of Yemassee  
Update List of ADA Compliance Issues  
Town Owned Property  
Inspection Completed 07-21-22

| Location      | Issue                                                                                                                                                                                       | Status        |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Moore's Park  | Enough handicap spaces exist, but not setup correctly. Consider adding a separate handicap space on level ground. Proper loading zone needed and must be "Van Accessible".                  | Not Completed |
| Moore's Park  | Add handicap signs and placards to parking spaces.                                                                                                                                          | Not Completed |
| Moore's Park  | Consider adding "one way" sign to parking lot.                                                                                                                                              | Not Completed |
| Moore's Park  | There are currently no concrete or solid walks or routes. Add paved walkway from handicap spot to pavilion and restrooms. Ensure adequate width and passing room if needed based on length. | Not Completed |
| Moore's Park  | Doors at restrooms lack proper ADA hardware.                                                                                                                                                | Not Completed |
| Moore's Park  | Door is not outward swinging                                                                                                                                                                | Not Completed |
| Moore's Park  | Restrooms do not have enough grab bars, must add proper grab bars with appropriate spacing.                                                                                                 | Not Completed |
| Moore's Park  | Signage existing does not have braille. There is no signage outside of the restrooms.                                                                                                       | Not Completed |
| Moore's Park  | Sink in the north bathroom needs to be completely replaced. Consider making the north restroom the handicapped accessible restroom as only one needs to be ADA compliant.                   | Not Completed |
| Moore's Park  | Add marked crosswalk from Salkehatchie sidewalk to park.                                                                                                                                    | Not Completed |
| Moore's Park  | Drop off at back of concrete for the bathroom complex too much. Consider adding a wood wall.                                                                                                | Not Completed |
| Moore's Park  | Need 3 receptacle covers, 1 light switch cover and a light repaired at the pavilion                                                                                                         | Maintenance   |
| Moore's Park  | The light between the restrooms is not working and needs to be repaired                                                                                                                     | Maintenance   |
| Train Station | Need to inform Amtrak the Braille on the Yemassee sign on the loading area has been filed off and needs repairing                                                                           | Maintenance   |
| Train Station | Lacks proper handicap van loading zone area and a proper sign.                                                                                                                              | Not Completed |
| Train Station | Considered converting the three (3) current handicap parking spaces to two (2) van handicap spaces with the unloading zone in the middle                                                    | Not Completed |
| Train Station | Need to repaint handicapped signage on the ground with blue paint                                                                                                                           | Not Completed |
| Train Station | Yellow strip and rumble stripping needed near pedestrian crossing near building                                                                                                             | Not Completed |
| Train Station | Add signs indicating pedestrian crosswalk on the road.                                                                                                                                      | Added         |
| Train Station | Need a "no parking" sign on the road                                                                                                                                                        | Maintenance   |
| Train Station | Need a rumble strip the length of the loading/unloading area on the rails                                                                                                                   | Added         |
| Train Station | Need a quote for the striping on asphalt for handicap and crossing area                                                                                                                     | Maintenance   |



|                               |                                                                                                                                                     |               |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Train Station                 | Add marked crosswalk with signs from parking lot to train station.                                                                                  | Not Completed |
| Train Station                 | Entrance door possibly requires <5lbs of force.                                                                                                     |               |
| Train Station                 | ADA compliant bathroom was locked. Bathroom must be accessible during business hours.                                                               | Completed     |
| Train Station                 | Door handles to bathrooms need to be replaced                                                                                                       | Not Completed |
| Train Station                 | Signs with Braille needed for bathroom                                                                                                              | Not Completed |
| Train Station                 | Only one restroom easily converted to ADA compliance. Toilet is too close to the sink and grab bar is too far away from toilet                      | Not Completed |
| Peeples Ballfield             | 1 to 2 paved an handicapped parking spaces needed                                                                                                   | Not Completed |
| Peeples Ballfield             | Paved walkway needed leading to each bleacher, the ADA bathroom, and the concession stand                                                           | Not Completed |
| Peeples Ballfield             | Restrooms non-compliant. Consider constructing new handicapped accessible restroom                                                                  | Not Completed |
| Peeples Ballfield             | Height of concession stand counter too high. Consider grading walkway to a good height when constructing walkways                                   | Added         |
| Community Center              | Building elevation to deck is not correct. Consider adding a small ramp to make the building wheelchair accessible.                                 | Completed     |
| Community Center              | Existing ramp on deck is not at the adequate slope                                                                                                  | Completed     |
| Community Center              | After completion of ramp and deck improvements, a small lip still exists at the ground. This needs to be improved                                   | Added         |
| Community Center              | Restrooms are not ADA compliant. Decisions need to made whether to renovate the restrooms or make the town Hall Ballfield restrooms accessible      | Not Completed |
| Community Center              | Exit signs are not illuminated and one exit sign is above a door that is not longer intended as a means of egress.                                  | Not Completed |
| Community Center              | Paved van handicapped parking is needed. Possibly incorporating the paving with the improvement of the lip entering the ramp to enter/exit building | Not Completed |
| Community Center              | Entry/Exit door is wide enough. Consider removing the double door, though, so a gutter can be added to keep the rain from ruining the doors         | Added         |
| Community Center              | Door handle to kitchen needs to be changed to ADA compliance                                                                                        | Added         |
| Community Center              | Consider removing storage closet                                                                                                                    | Maintenance   |
| Community Center              | Need signage inside and outside needed. Make sure the signs are mounted at the proper location and include Braille                                  | Not Completed |
| Town Hall Ballfield Restrooms | Grab bars needed in both men and women's room                                                                                                       | Not Completed |
| Town Hall Ballfield Restrooms | Proper hardware on sink needs to be added to make it operational for handicapped persons.                                                           | Completed     |
| Town Hall Ballfield Restrooms | Signage on outside is missing.                                                                                                                      | Completed     |
| Town Hall Ballfield Restrooms | Determine if outside signage is mounted at the proper location and height                                                                           | Added         |
| Town Hall Ballfield Restrooms | Signage on inside is missing. Make sure it is mounted properly and includes Braille                                                                 | Added         |
| Town Hall Ballfield Restrooms | Doors at restrooms lack proper ADA hardware.                                                                                                        | Completed     |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Town Hall Ballfield Restrooms | Check water to building. Water is not on at the moment. Check electrical for building as well.                                                                                                                                                                                                                                                                                                                                                                                                                                           | Completed     |
| Town Hall Ballfield Restrooms | Consider adding access point via a paved path from the Municipal Complex to the restroom building for handicapped accessibility.                                                                                                                                                                                                                                                                                                                                                                                                         | Not Completed |
| Town Hall Ballfield Restrooms | The concrete pad is cracked and needs to be repaired                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Maintenance   |
| Municipal Complex             | Parking lot does not have adequate spacing for van accessible handicapped spot. Consider taking another regular space or check to see if the loading/unloading area can share the same space as the access to the building                                                                                                                                                                                                                                                                                                               | Not Completed |
| Municipal Complex             | Inside signage. Make sure all doors have signs with Braille and mounted on the wall next to the door handles                                                                                                                                                                                                                                                                                                                                                                                                                             | Not Completed |
| Municipal Complex             | Consider making men's restroom in the front a unisex restroom with a lock. Removing one toilet and making it a single use would alleviate a plethora of issues that are plaguing the restrooms and be much more cost effective to bring up to standards. Once security updates are finished at Town Hall, the current women's room would likely be inaccessible to the public which makes that scenario desirable. Grab bars need proper spacing. Mirror is too high. Mount for paper towels is on the wrong side in current men's room. | Completed     |
| Municipal Complex             | The mirror still needs to be moved in the Lobby restroom.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Not Completed |
| Municipal Complex             | Sink handles need to be properly connected                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Maintenance   |
| Municipal Complex             | Remaining offices in the Town Hall do not have braille signage or room numbers on them. Check feasibility of this.                                                                                                                                                                                                                                                                                                                                                                                                                       | Not Completed |
| Municipal Complex             | Water fountain lacks proper knee clearance. Consider removing bottom shroud which may have enough clearance.                                                                                                                                                                                                                                                                                                                                                                                                                             | Completed     |
| Municipal Complex             | A cup dispenser should be added to the new water cooler.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Added         |
| Police Annex                  | Door unsecure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Maintenance   |
| Police Annex                  | Parking lot is at an inadequate slope and handicapped spot is not at an appropriate grade and is not van accessible.                                                                                                                                                                                                                                                                                                                                                                                                                     | Completed     |
| Police Annex                  | Does the handicap parking space need to be van accessible?                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Added         |
| Police Annex                  | If the main entrance is the conference room, the door needs to be right hand swing. If the main entrance is the lobby area, a ramp must be installed at the door's threshold.                                                                                                                                                                                                                                                                                                                                                            | Not Completed |
| Police Annex                  | Two horizontal grab bars are required in restroom                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Not Completed |
| Police Annex                  | No braille signage on doors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Not Completed |
| Police Annex                  | Move the small table near door in restroom                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Not Completed |
| Police Annex                  | If the main entrance is into the conference room, the restroom door needs to be changed to a right swing.                                                                                                                                                                                                                                                                                                                                                                                                                                | Not Completed |
| Police Annex                  | Does the building and parking need to meet ADA standards. Consider whether other accommodations could be made so we do not need to get in compliance.                                                                                                                                                                                                                                                                                                                                                                                    | Added         |
| Willis Street Ball Court      | No paved parking. Need van-accessible handicapped spot with paved walkway to basketball court and restroom                                                                                                                                                                                                                                                                                                                                                                                                                               | Completed     |



**Town of Yemassee  
Section 504 Committee**

**Current Conditions as documented July 21, 2022**

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**Willis Street Basketball Court  
5 Willis Street South, Hampton County**



Park received an overhaul in 2021 because of a PARD grant from SC PRT in the amount of \$25,000.00. The Basketball Court was resurfaced, a sidewalk poured from the new parking area to the court and further on to the restroom. Only recommendation is the addition of a handicapped viewing area on the side of the Basketball Court, which could be a small concrete slab where individuals in wheelchairs could observe.



**Yemassee Police Department Downtown Annex  
7 Railroad Ave N, Hampton County**



Parking lot is not at even grade. Significant work needed to address the lack of a level surface for handicapped individuals.



**Harold Peeples Athletic Park  
29240 Pocotaligo Rd, Hampton County**



Park lacks any impervious surface for parking of vehicles to support offloading a wheelchair or similar accessibility device. Additionally, a sidewalk should be considered from the parking area to the concession stand, restroom area and viewing locations.



A concrete viewing area could be created near the existing bleachers on each side.



Both the "Home" and "Away" viewing areas need an impervious surface for handicapped viewing.



The current counter height of the Concession Stand is too high for a handicapped individual to receive service.

**Yemassee Amtrak Station  
15 Wall St, Hampton County**



Passenger waiting areas outside lack the required rumble strips which alert a vision impaired individual that they are leaving a sidewalk.



The strip should run the length of the platform. Consider reviewing the setup of platforms operated by the Metropolitan Transportation Authority (MTA) in the New York tri-state area.





Braille signage has been filed down and needs to be replaced.



Parking lot requires re-stripping



Parking area needs re-striping and the addition of a handicapped parking spot that is specifically van accessible.



Passenger Waiting area



The train station currently has two unisex restrooms. One is compliant with ADA requirements while the other (pictured here) would need additional work to become in compliance.



## **TOWN OF YEMASSEE SECTION 504 COMMITTEE MEETING**

**Thursday, August 4, 2022 - 1:00PM**

**Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945**

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- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Old Business**
  - a. Approval of the July 28, 2022, Section 504 Committee Meeting Minutes
- V. New Business**
  - a. Review ranking of assessment last month and review action plan for execution and presentation to Town Council.
- VI. Adjournment**

**“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.”**

Town of Yemassee  
Section 504 Committee Meeting Minutes  
July 14, 2022 / 10:00AM

Present: Matthew Garnes, Stephen Henson, Verlynda Singleton & Robert Stief

Absent: Brenetta Solomon

Media Present: None

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Call to Order:

The Section 504 Committee meeting was called to order at 10:15AM by Matthew Garnes

Determination of Quorum:

Present Committee members were Mr. Garnes, Mr. Henson, Ms. Singleton & Mr. Stief. Committee member Ms. Solomon was absent.

Public Comment:

None

Old Business:

Mr. Garnes presented the meeting minutes from the June 27, 2019, Section 504 Committee meeting and asked if there were any comments. Mr. Stief made the motion to approve the minutes as presented. Second by Ms. Singleton. All in favor.

New Business:

Mr. Garnes reviewed the detailing findings from the Committee from 2019 (see attached). Some progress has been made correcting the findings but there is still much to be finished. Before decisions on a current action plan are made, the Committee will tour the properties and create a new list of detailed finding. Below is a list of the properties and facilities owned and managed by the Town:

- Moore's Park (100 Salkehatchie Road)
- Train Station (15 Wall Street)
- Harold Peoples Ballfield (29240 Pocotaligo Rd)
- Yemassee Community Center (10 Mixon St)
- Town Hall Ballfield Restrooms (101 Town Cir)
- Yemassee Municipal Complex (101 Town Cir)
- Police Substation (7 Railroad Ave N)
- Willis Street Basketball Court (5 Willis Street S)

There was discussion within the Committee of how and when updates to the 2019 detailed findings should be done. There was agreement to conduct a tour on July 21, 2022, from 9:00 AM to 12:00 PM for the Committee, in hopes of completing the project in one day.

Adjournment:

Mr. Garnes asked for a motion to adjourn at 10:35 AM. Motion by Mr. Henson, Second by Mr. Stief. All in favor.