



TOWN OF YEMASSEE TOWN COUNCIL MEETING

Wednesday, November 9, 2022 – 6:30PM

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

- I. Call to Order – Mayor Colin Moore**
- II. Pledge of Allegiance & Invocation**
- III. Determination of Quorum**
 - a. Consent of the Agenda for the Wednesday, November 9, 2022, Town Council Meeting
 - b. Approval of the October 11, 2022, Regular Town Council Meeting Minutes
- IV. Old Business**
 - a. Consideration of a Request for an Ordinance Approving Annexation of Approximately 2.08 Acres of land, located on Bing Street, and further identified by Hampton County TMS: 198-00-00-029. Applicant: Lillian Williams [Ordinance 22-14]
- V. New Business**
 - a. Consideration of a Request for an Ordinance Approving Annexation of Approximately 53.00 Acres of land, located on U.S. Highway 17A and further identified by Hampton County TMS: 203-00-00-046. Applicant: Ironline Metals, LLC. [Ordinance 22-15]
 - b. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and Beaufort County for Animal Control Services. [Resolution 22-13]
 - c. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and the Town of Fairfax Police Department for Law Enforcement Services. [Resolution 22-14]
 - d. Consideration of a Resolution Authorizing the Acceptance of a Quote for the Purchase of a 2023 John Deere Gator TX for the Public Works Department of the Town of Yemassee and Authorizing the Town Clerk to Issue a Purchase Order for the Total Purchase Price [Resolution 22-15]
 - e. Consideration of a Resolution Authorizing the Town Clerk to Execute a Purchase Contract for a Parcel of Real Property Located in the Town Limits [Resolution 22-16]
- VI. Department Reports**
 - a. Police Department
 - b. Administration
 - c. Public Works
 - d. Municipal 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.”

VII. **Public Comment**

- a. Public Comment must be submitted to the Town Clerk at least five minutes prior to the start of the meeting. **PUBLIC COMMENT IS LIMITED TO TWO MINUTES AND WILL BE ENFORCED**

VIII. **Council Discussion**

- a. Review of Elected Officials handbook (Council Member David Paul Murray)

IX. **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 October 11, 2022, Regular Town Council Meeting.

Department: Administration

Submitted by: Matthew Garnes, Town Clerk

Attachments:

	Ordinance		Resolution		Other
√	Support Documents	√	Motion		

Summary: Meeting minutes of the October 11, 2022, Regular Town Council Meeting

Recommended Action: Approve minutes as presented

Council Action:

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

Minutes
Town of Yemassee Town Council
October 11, 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, Captain Joe Loadholt, Business License Director Lori Mixson

Absent: None

Media Present: Lowcountry Inside Track, Ltd.

Call to Order:

Mayor Moore called the Tuesday October 11, 2022, Regular Town Council Meeting to order at 6:30 PM.

Pledge of Allegiance & Invocation

Mayor Pro-Tem O'Banner led the Pledge of Allegiance and Invocation.

Determination of Quorum:

Mayor Moore asked for a motion to approve the agenda as presented for October 11, 2022, Regular Town Council Meeting as presented. Mayor Pro-Tem O'Banner made the motion. There was no discussion. Second by Council Member Murray. **All in favor, Motion Passed, Agenda Adopted.**

Mayor Moore asked for a motion to approve the September 13, 2022, Town Council Meeting minutes as presented. Council Member Pinckney made the motion. There was no discussion. Second by Council Member Washington. **All in favor, Motion Passed.**

Presentations:

Dr. Ronald Wilcox, Superintendent for the Hampton County School District, presented information regarding the referendum that will appear on ballots this November for Hampton County residents. (See attachment)

New Business:

Mayor Moore proclaimed Red Ribbon Week 2022 as the last week of October and presented Young Marines representative Ashley Lawton with the Proclamation.

Mayor Moore read Ordinance 22-14, Consideration of a Request for an Ordinance Approving Annexation of Approximately 2.08 Acres of land, located on Bing Street, and further identified by Hampton County TMS: 198-00-00-029. Mr. Garnes presented information regarding the annexation. Mayor Pro-Tem O'Banner made the motion to approve first reading. There was no discussion. Second by Council Member Murray. **All in favor, Motion Passed.**

Department Reports:

Police Department – Chief Alexander reported that they had lost an officer to another Department, but they have hired a new officer, Richard Pope.

Administration – No Report

Public Works – No Report

Municipal Court – No Report.

Public Comment

Ms. Williams spoke on the potential for growth in and around the Town of Yemassee and reiterated support for the Town's comprehensive planning endeavors.

Executive Session

Mayor Moore advised that the Town Council needed to enter Executive Session to discuss Personnel Matters. Council Member Pinckney made the motion to enter Executive Session, Seconded by Council Member Washington. **All in favor, Motion Passed. Entered Executive Session at 7:08PM.**

Mayor Moore asked for a motion to come out of Executive Session. Council Member Washington made the motion, Seconded by Council Member Pinckney. **All in favor, Motion Passed. Left Executive Session at 9:21PM.**

Mayor Pro-Tem O'Banner reported that no formal action was taken, however, Department Heads now will have a member of Council to report to for accountability. The Administration Department will report jointly to Mayor Moore and Mayor Pro-Tem O'Banner, Police Department to Council Member Murray, Public Works to Council Member Washington, and Recreation to Council Member Pinckney. (See Attached)

Adjournment

Mayor Moore asked for motion to adjourn. Mayor Pro-Tem O'Banner made the motion to adjourn. Second by Council Member Pinckney. All in favor, **Meeting Adjourned at 9:32PM.**

DRAFT

IV
9

The facility plan consists of the following components:

1. **Build a new high school for the county**
 - A. **Pursue funding through the following sources:**
 - **Federal: Seek help from Congressman Clyburn**
 - **State: Seek help through Governor, Superintendent Spearman, and Delegation**
 - **Local: Evaluate Bond opportunities, develop funding streams through closing schools and pursue support/funding from towns and county councils.**
2. **(a) Close Estill High in June 2023; (b) Close Estill Elementary in June 2023; (c) Renovate Estill High School in the Summer of 2023 for an elementary school.**
3. **Combine Estill High School with Wade Hampton High School.**
 - a. **Choose a new name for the consolidated school.**
 - b. **Choose new school colors.**
 - c. **Choose a mascot for the school.**
4. **Due to the high cost to renovate – place a hold on using Fred’s building for a Central Office. Determine a use for the building.**
5. **Use Bond funds originally designated for the new Central Office to renovate Estill High School.**
6. **Evaluate schools on the North Side for possible consolidation.**
7. **Maintain facilities not in the building program through constant maintenance and monitoring.**

Referendum

IV_a

"ATTACHMENT A"

- When a school board needs Capital Outlay (Buildings & Equipment) funds, they can issue a bond which is equivalent to borrowing the funds. A bonding company puts the bid out for the public to bid on. Companies bid, as to what rate they would loan the funds. The bonding company then selects the lowest rate of interest for the borrower (School District).
- The state controls the borrowing of school districts under Article 10 of the South Carolina Constitution & the School Bond Act. You cannot borrow more than 8% of the assessed property value in the county unless approved by a referendum.
 - a) Our assessed property value in December of 2021 was approximately \$56,000,000.

\$56,000,000

X .08

\$4,480,000

Debt Limit without a Referendum

This 4.5 million is the maximum amount of debt we can have outstanding – We need \$25 million to build a new high school and since this is above the 8% cutoff of 4.48 million, we must have a referendum. There was a referendum passed to build the two middle schools when they were built. The only way a school district can build anything of significance, such as a school is to have a referendum.

(1v) a

"ATTACHMENT A"

- We have a referendum on the upcoming ballot that asks the question:

Local Question

General Obligation Bond

Shall the Board of Trustees of Hampton County School District, South Carolina (the "School District") be empowered to issue, at one time or from time to time, general obligation bonds of the School District, in a principal amount of not exceeding \$25,000,000, the proceeds of which shall be used to finance a portion of the costs (including architectural, engineering, legal and related fees) of constructing and equipping a new consolidated high school, including land acquisition?

If the voter wishes to vote in favor of the question, select "Yes, In Favor of the Question"; if the voter wishes to vote against the question, select "No, Opposed to the Question."

- Yes, In Favor of the Question
- No, Opposed to the Question

Council Member Liaisons for Departments

Department heads will communicate directly with their Council representative(s) for accountability.

Police Department	Council Member David Paul Murray
Public Works	Council Member Alfred Washington
Administration	Mayor Colin Moore Mayor Pro-Tem Peggy O'Banner
Recreation	Council Member Stacy Pinckney

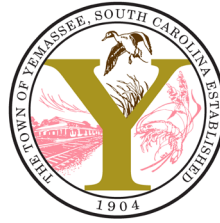
Mayor

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 Request for an Ordinance Approving Annexation of Approximately 2.08 Acres of land, located on Bing Street, and further identified by Hampton County TMS: 198-00-00-029. Applicant: Lillian Williams [Ordinance 22-14]

Department: Administration

Submitted by: Matthew Garnes, Town Clerk

Attachments:

√	Ordinance		Resolution		Other
√	Support Documents	√	Motion		

Summary: Town Staff have received an annexation petition, via the 100% Petition and Ordinance method for a 2.08-acre parcel of land located on Bing Street, Hampton County. Planning Commission reviewed the annexation request during their October 4, 2022, Planning Commission and recommended annexation and subsequently voted to advance the annexation request to the Town Council. Town Council approved first reading during the October 11, 2022 Town Council Meeting.

Recommended Action: Town Staff recommend Town Council approve second and final reading on Annexation Ordinance 22-14.

Council Action:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(22-14)

An Ordinance Annexing One Parcel of Land owned by Robert Sinclair Williams into the Town of Yemassee, South Carolina.
--

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, ONE PARCEL OF LAND OF APPROXIMATELY 2.08 ACRES, LOCATED ON BING STREET OWNED BY ROBERT SINCLAIR WILLIAMS, IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

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

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

Section 2.

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

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 198-00-00-029 & 2.08 acres, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS ____ Day of _____, 2022.

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Council Member

Stacy Pinckney, Council Member

David Paul Murray, Council Member

Alfred Washington, Council Member

(Seal)

First Reading: 10/11/2022

Public Hearing: 10/04/2022

Second Reading:



Staff Report Administration



November 4, 2022

Project: Williams Tract Annexation (Hampton County TMS: 198-00-00-029)

Case Number: ANNX-09-22-1081

1. Request

Town Staff requests that Town Council discuss, consider, and conduct second and final reading on an Annexation and Zoning Map Amendment to annex certain real property consisting of a total 2.08 acres, more or less, and bearing Hampton County Tax Map No. 198-00-00-029 (the "Property") and establish zoning as General Residential subject to the Town of Yemassee Zoning Ordinance.

Introduction: Town Staff received a request for annexation via the 100% Petition and Ordinance method of a single, undeveloped tract of land on Bing Street near the intersection of Murcier Street in Hampton County. Staff reviewed the submission and ensured that contiguity was established to the parcel seeking annexation.

The parcel is one of the last remaining "donut holes" on Bing Street and is surrounded by the Town limits on three sides of the property. The surrounding parcels are zoned General Residential (GR) which is the zoning requested by the applicant. Staff believe General Residential zoning is the most appropriate designation for this property.

This request was reviewed by the Planning Commission at their October 4, 2022 meeting and a Public Hearing was conducted on October 27, 2022, at 3:00 PM.

Tax Map Number: 198-00-00-029

Acreage: 2.08

Current Zoning: General Development (Hampton County Zoning)

Current Use: Undeveloped land

Proposed Zoning: General Residential - GR (Town of Yemassee)



Staff Report

Administration



Contiguity: The parcel petitioning for annexation is contiguous to the primary service area. The parcel is within the Future Annexation Map of the Town of Yemassee. The proposed annexation would aid in closing a donut hole and allow for more efficient delivery of service in the Bing Street neighborhood.

Adjacent Land Use/Zoning: The parcel is surrounded by the following properties and jurisdictions:

Direction	Parcel	Owner	Jurisdiction
North	198-00-00-028 402 Bing St	Rafe Brown Jr.	Town of Yemassee
East	198-00-00-005 40 Murcier St	Lillian McCaskill	Town of Yemassee
West	198-00-00-036 Unaddressed Parcel	Frances Hamilton	Hampton County
South	198-00-00-031 Unaddressed Parcel	Lillian McCaskill	Town of Yemassee
South	198-00-00-121 442 Bing St	St. Jude Church	Town of Yemassee

2. Staff Comments

Special Notes

The Town of Yemassee will be able to furnish all town services upon annexation. This will fill in one of the last remaining unincorporated parcels on Bing Street.

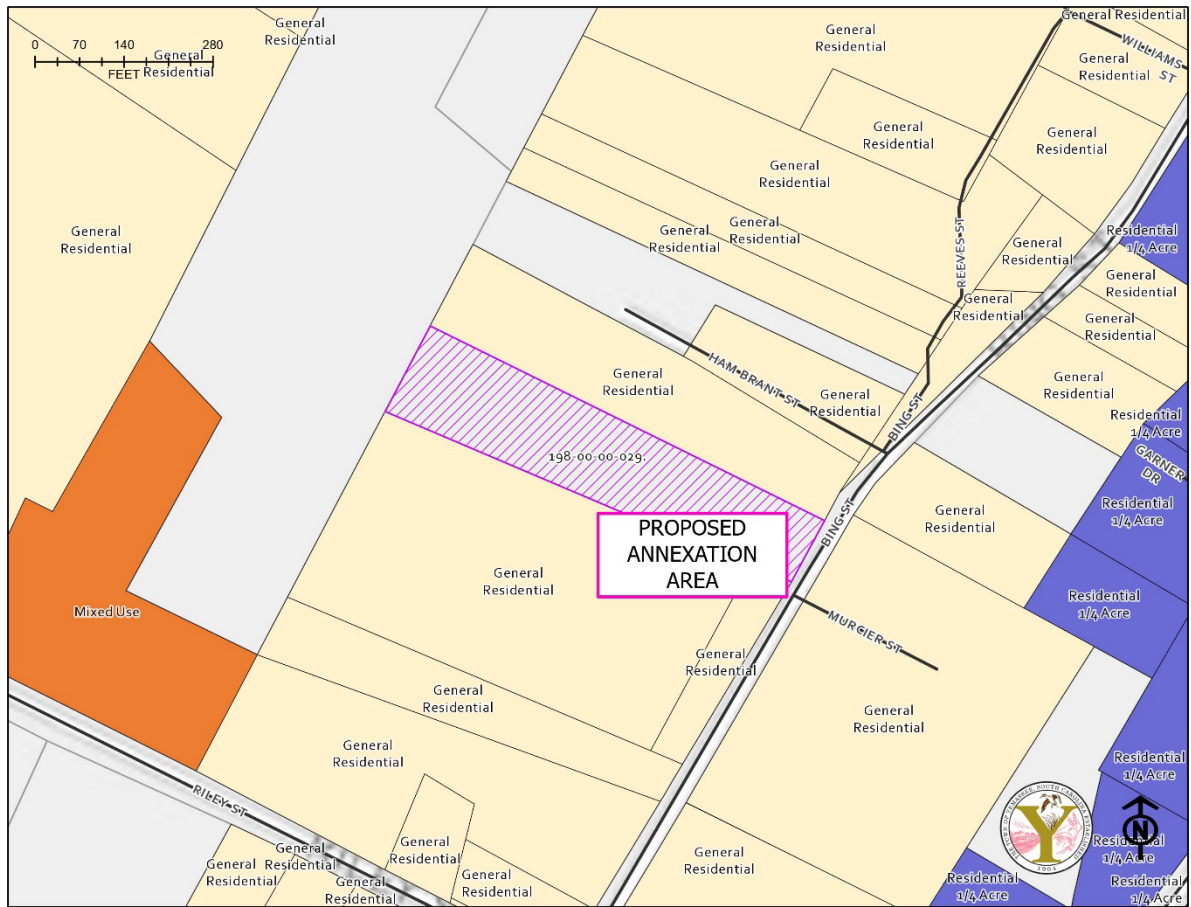
The parcel would be subject to the adopted millage rate at the time of annexation, the adopted millage rate within the Hampton County portion of the Town of Yemassee, is 74.00 mills.



Staff Report Administration



3. Maps



*Parcel proposed for annexation outlined in purple.



Staff Report Administration



4. Analysis

The following analysis has been conducted on the parcel petitioning for Annexation.

- 1.) The application is in the best interests of the Town of Yemassee and its residents.
 - a. *Finding:* Staff completed a Cost/Benefit Analysis and provided the property owner with an estimated tax liability upon Annexation. Any vehicles or personal/business property taxed by Hampton County will be subject to the city tax rate imposed for FY2023 which is 74.00 mills. Additionally, the property will close the last remaining donut hole on the north side of Bing Street, which will allow for a more efficient delivery of services.
- 2.) The property has contiguity to the Town of Yemassee corporate limits
 - a. *Finding:* The property is contiguous to the Town of Yemassee corporate limits on three sides. The adjacent parcels were annexed into the Town in 2018 during the Cochran/Bing/Riley Street 100% Annexations.
- 3.) Does the Annexation avoid creating new doughnut holes or enclaves in the Town Limits?
 - a. *Finding:* The proposed Annexation will not create any new doughnut holes or enclaves in the Town of Yemassee corporate limits.
- 4.) The Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners.
 - a. *Finding:* Based on the current use of the property, a tax burden is not created and a reduction in the level of service is not anticipated in the first year of Annexation.
- 5.) Consideration of the Annexation areas existing utilities, transportation, and infrastructure.
 - a. *Finding:* The franchised water and sewer provider in the Town of Yemassee is Lowcountry Regional Water. Dominion Energy currently provides electric and natural gas services. Telecommunications service can be provided by Frontier or Xfinity (Comcast) Communications.



Staff Report Administration



6.) The full impact the Annexation will have on Law Enforcement has been considered.

- a. *Finding:* The Police Department has advised this parcel will not have a negative impact on the services provided by the Yemassee Police Department. Upon annexation, the primary response agency will be the Yemassee Police Department, with backup provided via a Mutual-Aid agreement with the Hampton County Sheriff's Office.

Attachments

- Annexation Petition
- Map of general Area
- Affidavit of Public Notice in newspaper for Public Hearing
- Minutes from October 27, 2022, Public Hearing



**TOWN OF YEMASSEE
ANNEXATION APPLICATION**

Town of Yemassee

SEP 26 2022

Received

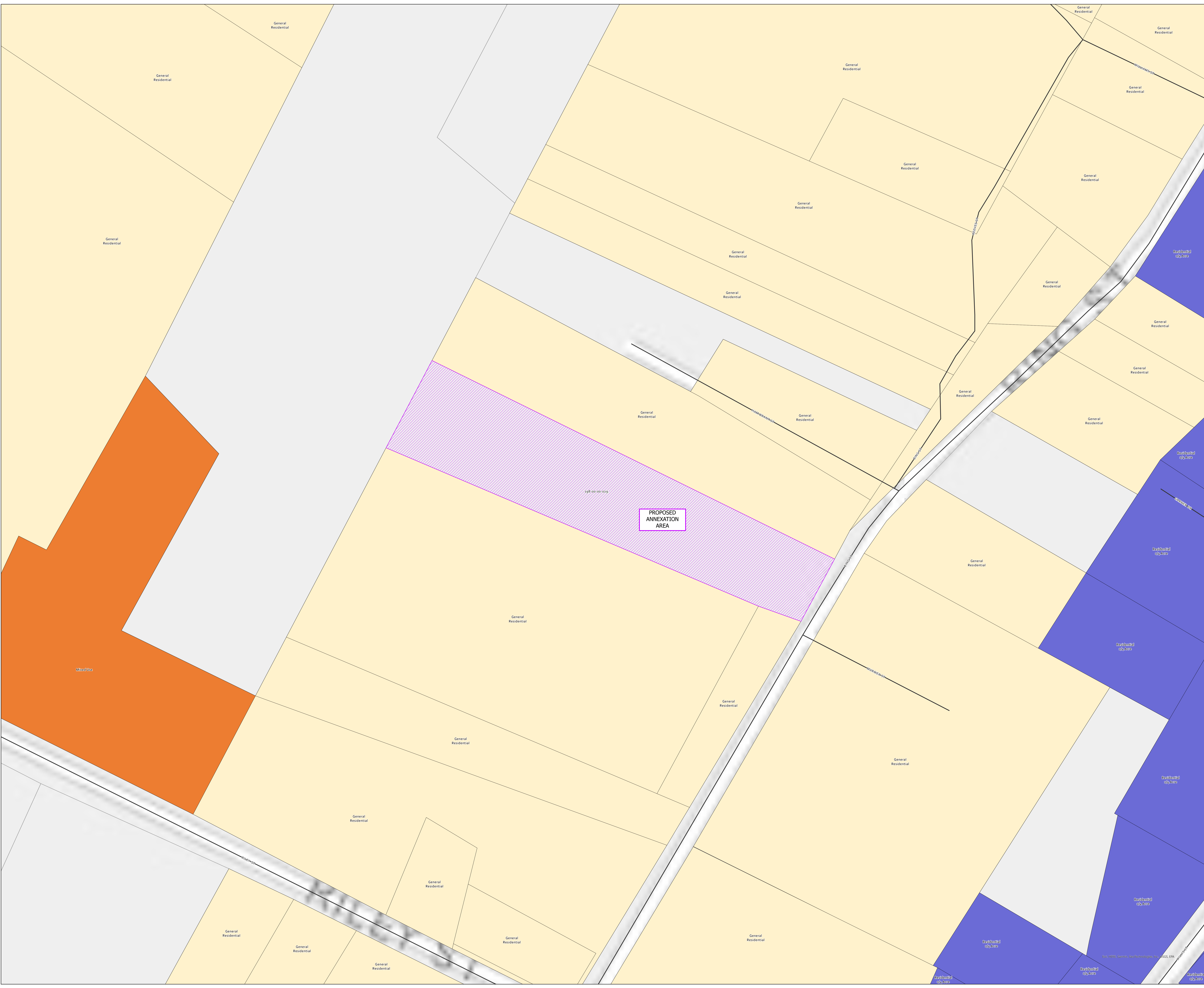
Town of Yemassee
Attn: Administration Department
101 Town Cir
Yemassee, SC 29945-3363
(843) 589-2565 Ext. 3
<http://www.townofyemassee.org>

Applicant		Property Owner	
Name: Robert Sinclair Williams		Name: Robert Sinclair Williams	
Phone:		Phone:	
Mailing Address: 1372 Franklin Ave, Apt 3B Bronx, NY 10456-2422		Mailing Address: 1372 Franklin Ave, Apt 3B Bronx, NY 10456-2422	
E-mail:		E-mail:	
Town Business License # (if applicable): N/A			
Property Information			
County: <input type="checkbox"/> Beaufort <input checked="" type="checkbox"/> Hampton <input type="checkbox"/> Jasper		Acreage: 2.08	
Property Location: Bing St			
Existing Zoning: General Development (Hampton Co)		Proposed Zoning: General Residential (GR)	
Tax Map Number(s): 198-00-00-029			
Project Description: Annexation of single parcel			
Select Annexation Method			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	<input type="checkbox"/> 25 Percent Elector Petition and Election Method
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) <input checked="" type="checkbox"/> 2. Copy of plat and/or survey of area requesting annexation <input checked="" type="checkbox"/> 3. Parcel Information from the appropriate County Assessor's Office			
Note: Application is not valid unless signed and dated by property owner.			
Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.			
Property Owner Signature: <i>R. Williams</i>		Date: 08/12/2022	
Applicant Signature: <i>Robert Williams</i>		Date: 08/12/2022	
For Office Use			
Application Number: ANNEX-09-22-1081		Date Received: 9/26/22	
Received By: M. Games		Date Approved:	

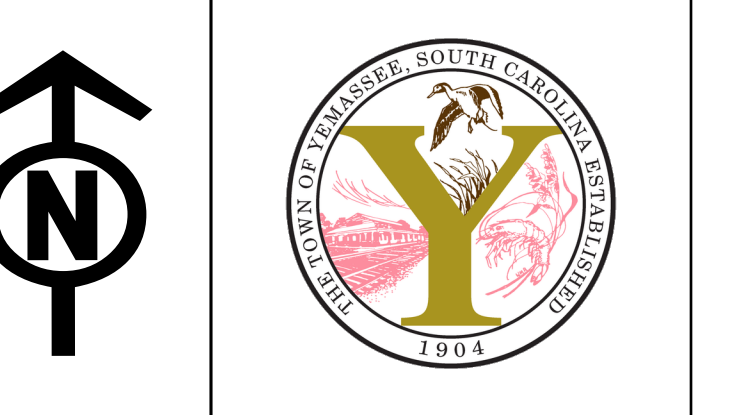
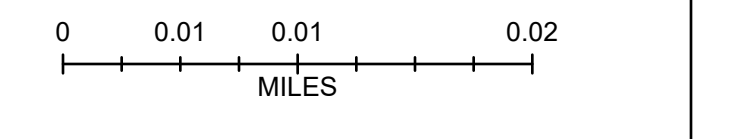
ZONING DEPARTMENT

PROPOSED ANNEXATION AREA

- LEGEND**
- ROADS
 - YEMASSEE ZONING**
 - ZONING DESCRIPTION
 - GENERAL RESIDENTIAL
 - MIXED USE
 - RESIDENTIAL 1/4 ACRE
 - PARCELS
 - HYDROLOGY**
 - LAKE/POND
 - RESERVOIR
 - STREAM/RIVER
 - COUNTIES
 - PROPOSED ANNEXATION HAMPTON



DATE CREATED: 2/8/2021
DATE UPDATED: 9/30/2022
PREPARED BY: SPATIAL ENGINEERING, INC.
CARTOGRAPHY BY: GOVI HINES, GISP



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THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0092644

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

HHI - Legal Ads

Final Cost:

86.08

Payment Type:

Account Billed

User ID:

IPL0026087

ACCOUNT INFORMATION

TOWN OF YEMASSEE IP

PO BOX 577

YEMASSEE, SC 29945

803-589-2565

noemail@noemail.com

TOWN OF YEMASSEE

TRANSACTION REPORT**Date**

October 3, 2022 12:31:08 PM EDT

Amount:

86.08

SCHEDULE FOR AD NUMBER IPL00926440

October 5, 2022

The Island Packet (Hilton Head)

PREVIEW FOR AD NUMBER IPL00926440**Town of Yemassee Public Hearing**

NOTICE IS HEREBY GIVEN that the Town of Yemassee Planning Commission will hold a Public Hearing on Thursday, October 27, 2022, at 3:00 PM at the Yemassee Community Center, 10 Mixon St, Yemassee, SC 29945, for the purpose of soliciting input on the following:

ANNX-09-22-1082 by Robert Sinclair. A request for annexation of approximately 2.08 acres of land located on Bing Street, Hampton County, into the Town of Yemassee. The subject property is identified by Hampton County Tax Map Number: 198-00-00-029 and is located near the intersection of Bing Street and Murcier St.

ZONE-08-22-1075 by Jan T. Pulaski, a request for a Zoning Map Amendment for approximately 1.69 acres of land located at 41, 43 & 47 Salkehatchie Road to rezone all three parcels from Mixed Use to General Residential. The subject parcels are further identified by Hampton County Tax Map Number: 204-02-08-009, 204-02-08-005 and 204-02-08-006.

ZONE-08-22-1077 by Dennis Thompson, a request for a Zoning Map Amendment for approximately 0.38 acres of land located at 39 Mixon Street and requesting rezoning from Residential Acre (R4A) to General Residential and is further identified by Hampton County Tax Map Number: 204-02-03-007.

Persons with comments or questions should contact the Town of Yemassee Administration Department at (843) 589-2565 Ext. 3. Persons requiring special services to attend the meeting should call to make arrangements.

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Publication Dates

[<< Click here to print a printer friendly version >>](#)

Town of Yemassee
Planning Commission Special Meeting Minutes
October 27, 2022 / 3:00PM
Yemassee Municipal Complex, 101 Town Cir, Yemassee, SC 29945-3363

Present: Joe Riley, Ethel Denmark, Sharon Mansell, Jay Holloway and Adonis Riley

Staff Present: Matthew Garnes, Town Clerk; Gregory Alexander, Police Chief; Joe Loadholt, Police Captain; Sam Watson, Police Corporal

Absent:

Media Present: None

Call to Order:

The Town of Yemassee Planning Commission meeting was called to order at 3:08 PM
Chairman Adonis Riley.

Roll Call:

All Committee members were present for roll call

Determination of Quorum:

100% Attendance. Quorum satisfied.

Public Hearings

Chairman Riley informed the Planning Commission that the Pulaski Properties rezoning request needs to be tabled until the December regular meeting as the Town is seeking clarification from the applicant. Ms. Denmark made the motion to table ZONE-08-22-1075 until the December Planning Commission meeting. Second by Mr. Holloway. All in favor, item tabled. Mr. Garnes advised the Commission and public that the case would be advertised in the newspaper and new public notice would be mailed to adjacent property owners.

Dennis Thompson - Rezoning Request - 39 Mixon St (Public Hearing) - Chairman Riley turned the meeting over to Mr. Garnes to provide background on this case. This rezoning application request submitted by Mr. Dennis Thompson, property owner at 39 Mixon Street seeking approval of an amendment to the Town of Yemassee Official Zoning Map to rezone one (1) parcel from Residential ¼ Acre (R4A) to General Residential (GR). The subject parcel consists of 0.38 acres, located at 39 Mixon St and further identified by Hampton County Tax Map Number 204-02-03-007. Mr. Garnes read the application number ZONE-08-22-1077 and gave background on the request. Mr. Thompson is seeking to obtain a Certificate of Occupancy for a mobile home on this lot. The current zoning does not permit manufactured or mobile homes despite several adjacent properties having those uses currently. Mr. Thompson

stated he wanted his trailer to be approved and will update the exterior of it to be in line with the ordinances. Chairman Riley opened the floor for public comment pertaining to this public hearing item:

Dennis Thompson, Applicant, 39 Mixon St - Mr. Thompson stated its absurd that Matt has denied a trailer on this lot when there are trailers all throughout this neighborhood. Mr. Thompson remarked no one can tell him what to do with his property and the trailer will be staying.

Joyce Sanders, 37 Mixon St - Ms. Sanders stated she's lived on the street for years and does not want it to turn into a giant mobile home park. She stated that if Mr. Thompson is allowed to put in one mobile home, what is to stop him from placing an additional mobile home? The neighborhood is residential in nature, and she doesn't approve of what he's seeking to do in this area.

Leon Witter, 109 Salkehatchie Rd - Mr. Witter stated his home is on the corner of Salkehatchie Road and Mixon Street and even though he doesn't live on Mixon, he opposes mobile homes in this area.

Stephen Henson, 17 Mixon St - Mr. Henson expressed concern over the increased number of mobile homes that are being placed throughout the Town and is strictly against any new mobile homes on Mixon Street.

Garry Gibbs, 169 Salkehatchie Rd- Mrs. Gibbs seconded Mr. Henson's remarks about mobile homes.

Chairman Riley then closed the Public Hearing for ZONE-08-22-1077, 39 Mixon Street.

Williams Tract - Annexation Request (Public Hearing) - Chairman Riley asked Mr. Garnes to provide an introduction and summary regarding the Annexation Request of the Williams tract. This is a request for annexation of an approximately 2.08 acre parcel located on Bing Street, Hampton County, and further identified by Hampton County Tax Map Number: 198-00-00-029 via the 100% Petition and Ordinance Method with a concurrent Zoning Map Amendment requesting a rezoning from the current zoning of General Development District pursuant to the Hampton County Zoning Ordinance to General Residential (GR) pursuant to the Town of Yemassee Zoning Ordinance, into the Town of Yemassee corporate limits. Chairman Riley then opened the floor for public comment pertaining to this public hearing item:

Stephen Henson, 17 Mixon St - Mr. Henson is in favor of the proposed annexation. The requested zoning of General Residential is appropriate given the existing zoning of parcels surrounded by it. Mr. Henson remarked that he isn't against mobile homes in general, but they have their proper place. Mr. Henson wholeheartedly supports this annexation request.

Chairman Riley then closed the Public Hearing for ANNX-09-22-1081, Williams Tract.

New Business:

Sheila Kirkland - Rezoning Request - Chairman Riley asked Mr. Garnes to provide background on this request. The applicant is Ms. Sheila Kirkland, on behalf of the property owner, her husband, Sam Rutledge Jr. They have gone under contract for a new manufactured home by Palmetto Homes but their parcel of land on Hunt Street is not zoned for mobile homes. Mr. Garnes stated that Hunt Street currently has an almost even mix of mobile / manufactured homes and single-family dwellings. Ms. Denmark made a motion to approve initial review and forward to a public hearing. Second by Mr. Joe Riley. All in favor, motion passed.

Public Comment:

None

Adjournment:

Chairman Riley advised the Commission and attending public that the next meeting would be November 1, 2022, at 3:00PM at the Yemassee Municipal Complex which will host a public hearing for a requested re-zoning. Mr. Jay Holloway made the motion to adjourn. Second by Ms. Sharon Mansell. All in favor, motion passed. Meeting adjourned at 3:46PM.

Recommended Motion

(Ordinance 22-14 – Williams Tract Annexation)

I make a motion to:

- ***Approve***
- ***Approve with Conditions***
- ***Deny***

“Second and final reading on Ordinance 22-14, an Ordinance Annexing One Parcel of Land located on Bing Street, and further identified by Hampton County Tax Map Number: 198-00-00-029”.

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 Request for an Ordinance Approving Annexation of Approximately 53.00 acres of land, located on U.S. Highway 17A, and identified by Hampton County TMS: 203-00-00-046 [Ordinance 22-15]

Department: Administration

Submitted by: Matthew Garnes, Town Clerk

Attachments:

√	Ordinance	√	Resolution		Other
√	Support Documents	√	Motion		

Summary: Town Staff have received an annexation petition, via the 100% Petition and Ordinance method for a 53.00-acre parcel of land located on U.S. Highway 17A, Hampton County and further identified by Hampton County TMS: 203-00-00-046. The applicant is seeking annexation of this parcel, which is also known as the "Out of Town portion of the Jinks-Corbett tract" with a zoning of Conservation Preservation District.

Recommended Action: Approve first reading of Annexation Ordinance 22-15

Council Action:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
TOWN OF YEMASSEE)
ORDINANCE NUMBER:)
(22-15)

An Ordinance Annexing One Parcel of Land owned by Ironline Metals, LLC. into the Town of Yemassee, South Carolina.

AN ORDINANCE ANNEXING INTO THE TOWN OF YEMASSEE, ONE PARCEL OF LAND OF APPROXIMATELY 53.00 ACRES, LOCATED ON U.S. HIGHWAY 17A OWNED BY IRONLINE METALS, LLC., IN HAMPTON COUNTY, NOT ALREADY WITHIN THE YEMASSEE TOWN LIMITS AND INCLUDING ALL ADJACENT PUBLIC RIGHTS OF WAY, RAILROAD RIGHTS OF WAY, WATERS, LOWLANDS AND WETLANDS.

Section 1. Findings of Facts

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

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

Section 2.

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

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND being known as 203-00-00-046 & 53.00 acres, and all adjacent public rights of ways and wetlands as shown on the attached map.

This Ordinance shall become effective upon ratification.

SO ORDERED AND ORDAINED THIS ____ Day of _____, 2022.

By the Yemassee Town Council being duly and lawfully assembled.

Colin Moore, Mayor

Matthew Garnes, Town Clerk

Peggy Bing-O'Banner, Council Member

Stacy Pinckney, Council Member

David Paul Murray, Council Member

Alfred Washington, Council Member

(Seal)

First Reading:

Public Hearing:

Second Reading:



Staff Report Administration



November 2, 2022

Project: Jinks-Corbett Tract Annexation (Hampton County TMS: 203-00-00-046)

Case Number: ANNX-10-22-1101

1. Request

Town Staff requests that Town Council discuss, consider, and conduct first reading on an Annexation and Zoning Map Amendment to annex certain real property consisting of a total 53.00 acres, more or less, and bearing Hampton County Tax Map No. 203-00-00-046 (the "Property") and establish zoning as Conservation Preservation District (CPD) subject to the Town of Yemassee Zoning Ordinance.

Introduction: Town Staff received a request for annexation via the 100% Petition and Ordinance method of a single, undeveloped tract of land known as the "out of town portion of the Jinks-Corbett tract, located northwest of the intersection of U.S. Highway 17A and Jinks St in Hampton County. Staff reviewed the submission and ensured that contiguity was established to the parcel seeking annexation.

After Town Council first reading, the Planning Commission shall conduct a public hearing at their December meeting.

Tax Map Number: 203-00-00-046

Acreage: 53.00

Current Zoning: General Development (Hampton County Zoning)

Current Use: Undeveloped land

Proposed Zoning: Conservation Preservation District (CPD)

Contiguity: The parcel petitioning for annexation is contiguous to the primary service area. The parcel is within the Future Annexation Map of the Town of Yemassee.



Staff Report Administration



Adjacent Land Use/Zoning: The parcel is surrounded by the following properties and jurisdictions:

Direction	Parcel	Owner	Jurisdiction
North	203-00-00-003 U.S. Highway 17A	USA Secretary of Interior	Hampton County
East	204-01-05-012 367 U.S. Highway 17A	Dorothy Whittle	Town of Yemassee
West	203-00-00-003 U.S. Highway 17A	USA Secretary of Interior	Hampton County
South	204-01-05-005 Jinks St	Ironline Metals, LLC.	Town of Yemassee
South	203-00-00-041 Ponderosa Circle	Brenda A. High	Hampton County

2. Staff Comments

Special Notes

The Town of Yemassee will be able to furnish all town services upon annexation.

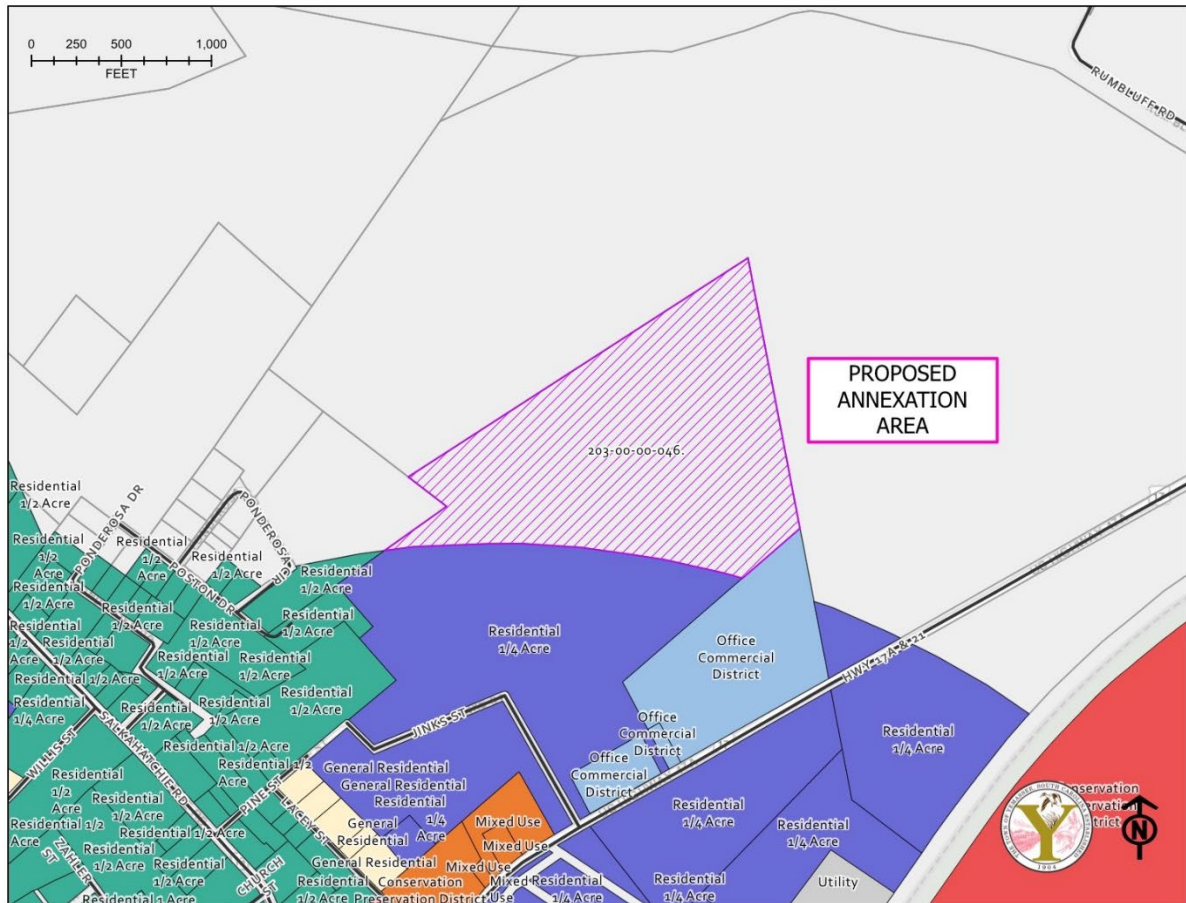
The parcel would be subject to the adopted millage rate at the time of annexation, the adopted millage rate within the Hampton County portion of the Town of Yemassee, is 74.00 mills.



Staff Report Administration



3. Maps



*Parcel proposed for annexation outlined in purple.



Staff Report Administration



4. Analysis

The following analysis has been conducted on the parcel petitioning for Annexation.

- 1.) The application is in the best interests of the Town of Yemassee and its residents.
 - a. *Finding:* Staff completed a Cost/Benefit Analysis and provided the property owner with an estimated tax liability upon Annexation.
- 2.) The property has contiguity to the Town of Yemassee corporate limits
 - a. *Finding:* The property is contiguous to the Town of Yemassee corporate limits on two sides. The adjacent parcels were portions of the original Town of Yemassee two-mile circle.
- 3.) Does the Annexation avoid creating new doughnut holes or enclaves in the Town Limits?
 - a. *Finding:* The proposed Annexation will not create any new doughnut holes or enclaves in the Town of Yemassee corporate limits.
- 4.) The Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners.
 - a. *Finding:* Based on the current use of the property, a tax burden is not created and a reduction in the level of service is not anticipated in the first year of Annexation.
- 5.) Consideration of the Annexation areas existing utilities, transportation, and infrastructure.
 - a. *Finding:* The franchised water and sewer provider in the Town of Yemassee is Lowcountry Regional Water. Dominion Energy currently provides electric and natural gas services. Telecommunications service can be provided by Frontier or Xfinity (Comcast) Communications.
- 6.) The full impact the Annexation will have on Law Enforcement has been considered.
 - a. *Finding:* The Police Department has advised this parcel will not have a negative impact on the services provided by the Yemassee Police Department. Upon annexation, the primary response agency will be the Yemassee Police Department, with backup provided via a Mutual-Aid agreement with the Hampton County Sheriff's Office.



Staff Report Administration



Attachments

- Annexation Petition
- Map of general Area
- Plat of property



TOWN OF YEMASSEE ANNEXATION APPLICATION

Town of Yemassee

OCT 31 2022

Received

Town of Yemassee Attn: Administration Department 101 Town Cir Yemassee, SC 29945-3363 (843) 589-2565 Ext. 3 http://www.townofyemassee.org

Applicant and Property Owner information table with fields for Name, Phone, Mailing Address, and E-mail.

Property Information section including County (Beaufort, Hampton, Jasper), Acreage (53.00), Property Location, Existing Zoning, Proposed Zoning, Tax Map Number(s), and Project Description.

Select Annexation Method section with checkboxes for 100 Percent, 75 Percent, and 25 Percent methods.

Minimum Requirements for Submittal section with checkboxes for 1. Completed Annexation Petition(s), 2. Copy of plat and/or survey, and 3. Parcel Information.

Note: Application is not valid unless signed and dated by property owner.

Disclaimer: The Town of Yemassee assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property.

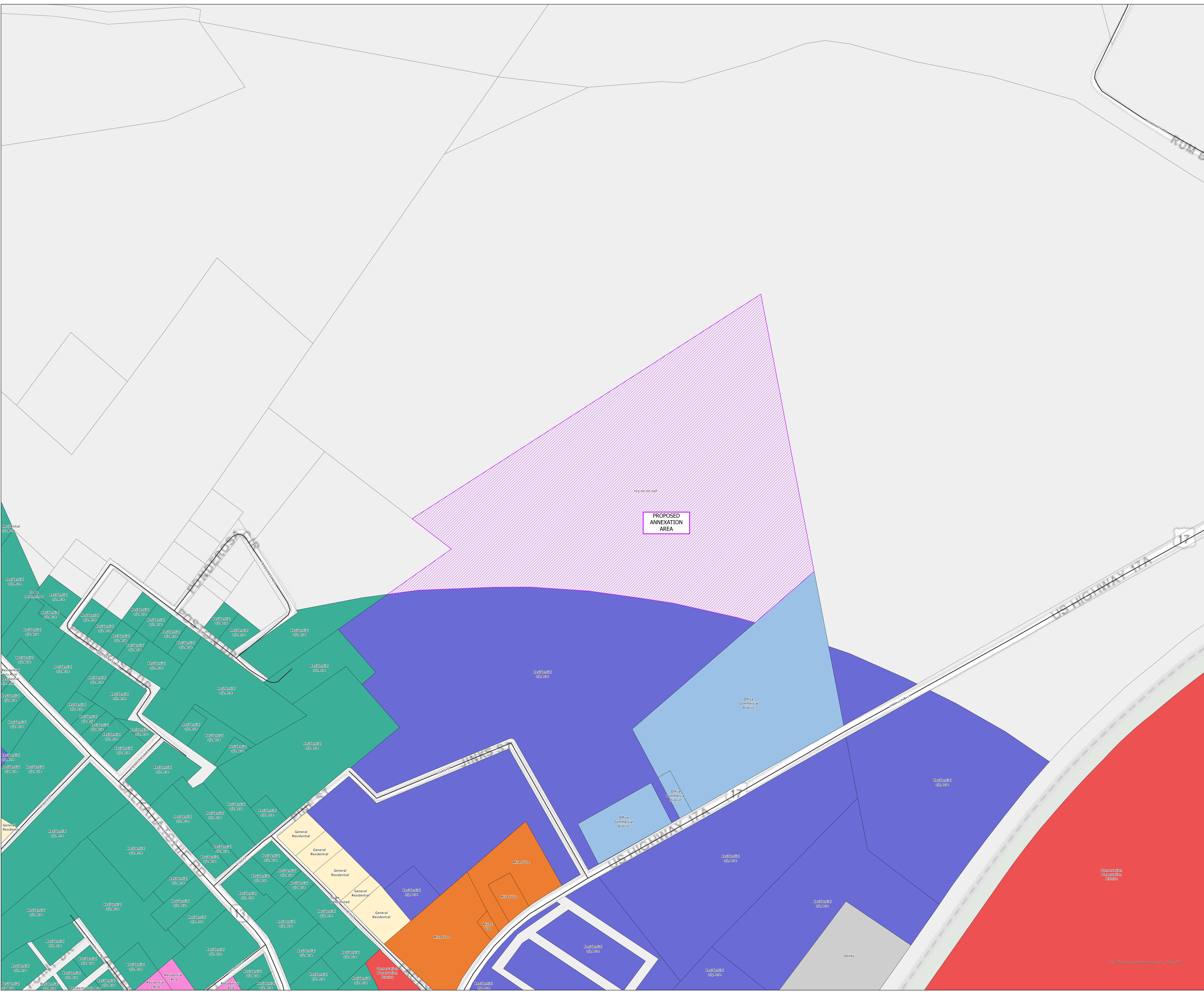
Signature lines for Property Owner and Applicant, both dated 10/31/22.

For Office Use section with fields for Application Number (AMNX-10-22-1101), Date Received (10/31/22), Received By (M. Gaines), and Date Approved.

**ZONING
DEPARTMENT**

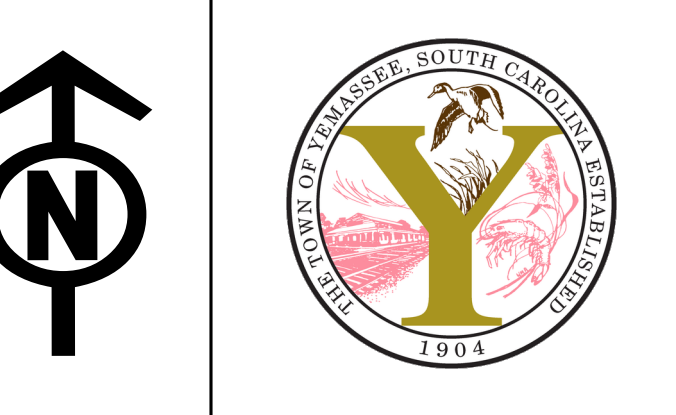
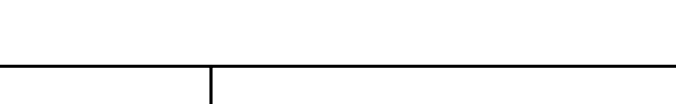
**PROPOSED
ANNEXATION
AREA**

- LEGEND**
- ROADS
 - YEMASSEE ZONING**
 - ZONING DESCRIPTION**
 - GENERAL RESIDENTIAL
 - MIXED USE
 - OFFICE COMMERCIAL DISTRICT
 - UTILITY
 - TO BE DETERMINED
 - RESIDENTIAL 1/4 ACRE
 - RESIDENTIAL 1/2 ACRE
 - RESIDENTIAL 1 ACRE
 - CONSERVATION PRESERVATION DISTRICT
 - PARCELS
 - HYDROLOGY**
 - LAKE/POND
 - RESERVOIR
 - STREAM/RIVER
 - COUNTIES
 - PROPOSED ANNEXATION HAMPTON

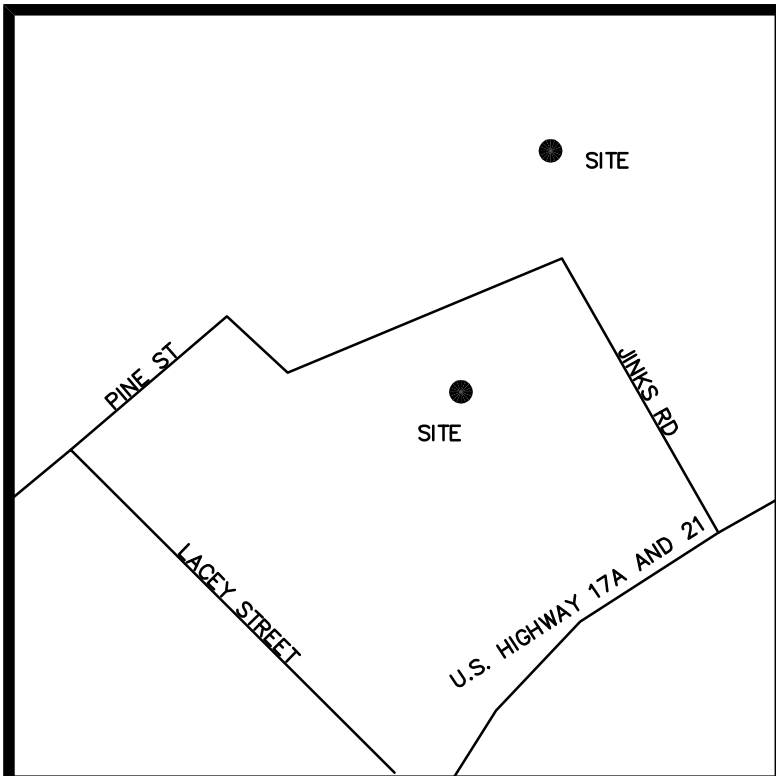


DATE CREATED: 2/8/2021
DATE UPDATED: 10/07/2022

PREPARED BY: SPATIAL ENGINEERING, INC.
CARTOGRAPHY BY: GOVI HINES, GISP



DISCLAIMER:
The GIS maps and data distributed by the Town of Yemassee are derived from a variety of public and private sector sources and are provided as a service to the community. The Town of Yemassee makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the town's Geographic Information Systems database. Additionally, the Town of Yemassee or any agent, consultant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.



LOCATION MAP

NOTES

THIS PLAT DOES NOT CERTIFY THAT THE INFORMATION SHOWN HEREON COMPLIES WITH LOCAL ZONING REGULATIONS. THIS PLAT DOES NOT CERTIFY TO THE PRESENCE OR ABSENCE OF OVERLAY DISTRICTS OR SPECIAL HAZARD AREAS SUCH AS BUT NOT LIMITED TO AIRPORT AND AICUZ ZONES.

THIS PLAT REPRESENTS CONDITIONS FOUND ON 4/1/2022 AND DOES NOT REPRESENT CONDITIONS FOUND ON ANY OTHER DATE.

THIS PLAT WAS SURVEYED BASED ON REFERENCED DOCUMENTS AND WAS NOT SURVEYED IN COORDINATION WITH A TITLE EXAMINATION. THE SURVEYOR DOES NOT CERTIFY TO THE PRESENCE OR ABSENCE OF EASEMENTS.

THE AREA CALCULATIONS SHOWN HEREON WERE DETERMINED BY THE COORDINATE METHOD.

THE PRESENCE OR ABSENCE OF REGULATED NATURAL RESOURCES (SUCH AS, BUT NOT LIMITED TO, CRITICAL AREAS, FRESHWATER WETLANDS, SPECIMEN TREES, AND HISTORICALLY SIGNIFICANT SITES AND CULTURAL RESOURCES) WAS NOT DETERMINED AT THIS TIME OTHER THAN THOSE SHOWN HEREON AND ACCOMPANIED BY THE CERTIFICATION OR APPROVAL OF APPROPRIATE REGULATORY AGENCY.

THIS PLAT DOES NOT CERTIFY TO THE PRESENCE OR ABSENCE OF UNDERGROUND FEATURES, (INCLUDING, BUT NOT LIMITED TO UTILITIES, STORAGE TANKS, AND SIMILAR).

THE VERTICAL DATUM FOR FLOOD ZONE INFORMATION AND TOPOGRAPHY IS NAVD 1988 AND WAS DETERMINED USING THE SC VRS NETWORK.

ZONING AND SETBACKS WERE NOT DETERMINED AT THIS TIME

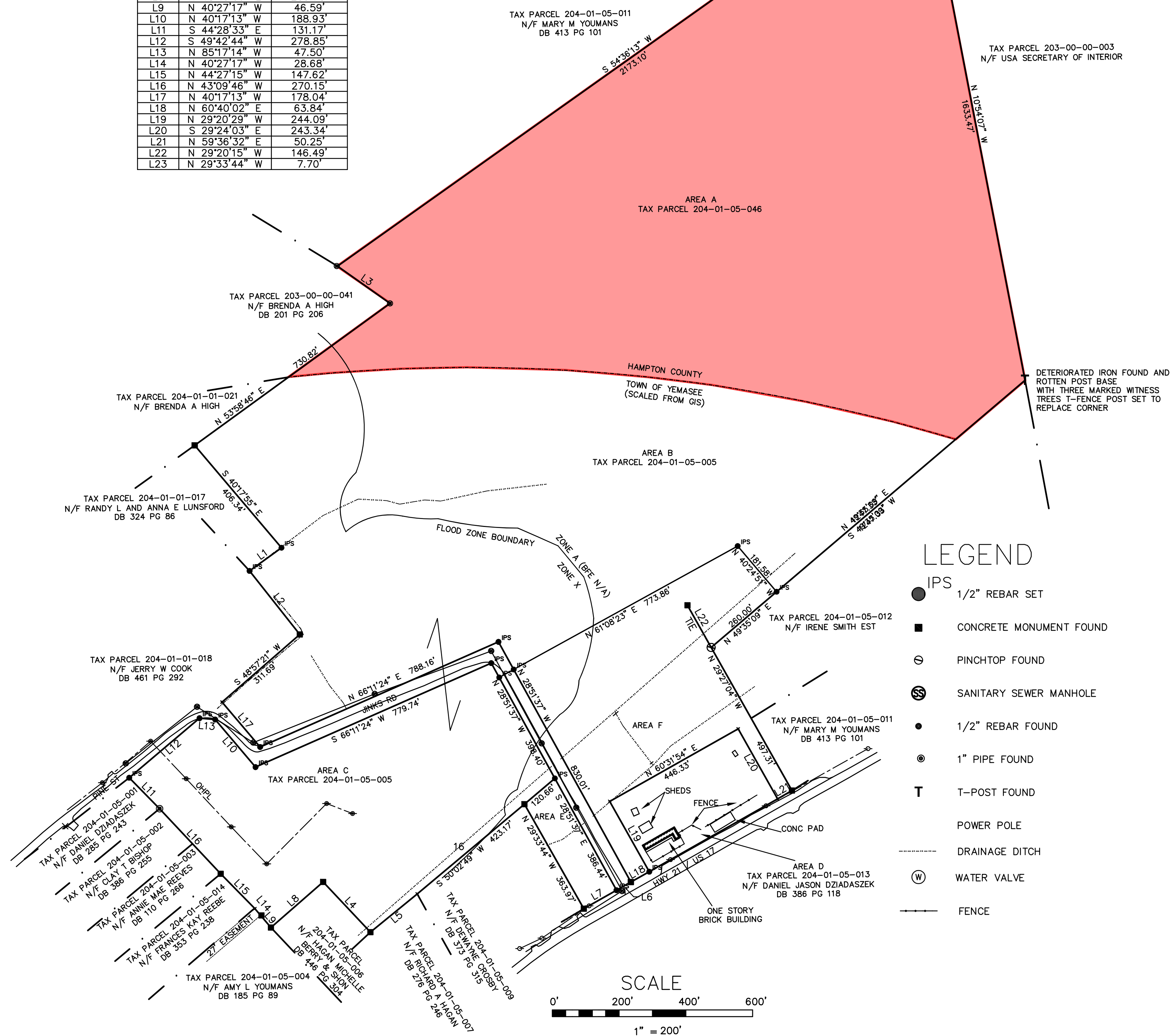
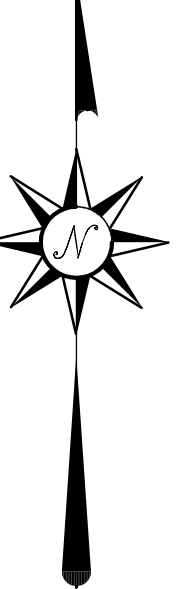
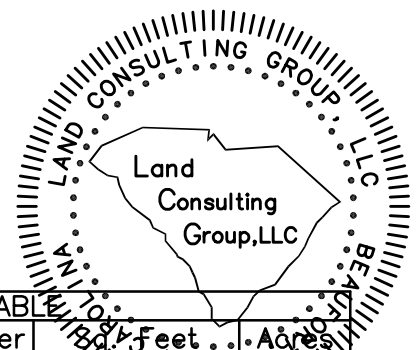
Description	Perimeter	Sq. Feet	Acres
AREA A	6,698.26	2,017,285.51	46.31
AREA B	7,818.71	1,824,771.31	41.89
AREA C	4,206.48	596,822.44	13.70
AREA D	1,380.30	108,808.70	2.50
Total		4,547,687.95	104.40

Description	Perimeter	Sq. Feet	Acres
Ditch A	294.59	1,352.19	0.03
Ditch B	1,186.4	7,907	0.18
Ditch C	1,682.5	9,786	0.22
Ditch D	1,499.7	11,460.52	0.26
Ditch E	2,034.71	13,461.15	0.31
Wetland A	8,468.70	2,717,817.99	62.39
Wetland B	172.52	1,661.23	0.04
Wetland C	1,241.41	33,650.55	0.77
Wetland D	433.22	8,261.57	0.19
Wetland E	1,362.85	105,202.51	2.42
Wetland F	295.51	4,680.65	0.11
Total		2,916,081.36	66.92

LINE	BEARING	DISTANCE
L1	S 54°02'11" W	119.41'
L2	N 38°18'44" W	245.26'
L3	S 54°42'38" E	194.73'
L4	N 43°12'39" W	208.73'
L5	S 50°45'40" W	183.01'
L6	S 60°26'56" W	50.00'
L7	S 60°26'56" W	113.82'
L8	N 48°49'06" E	209.73'
L9	N 40°27'17" W	46.59'
L10	N 40°17'13" W	188.93'
L11	S 44°28'53" E	131.17'
L12	S 49°42'44" W	278.85'
L13	N 85°17'14" W	47.50'
L14	N 40°27'17" W	28.68'
L15	N 44°27'15" W	147.62'
L16	N 43°09'46" W	270.15'
L17	N 40°17'13" W	178.04'
L18	N 60°40'02" E	63.84'
L19	N 29°20'29" W	244.09'
L20	S 29°24'03" E	243.34'
L21	N 59°36'32" E	50.25'
L22	N 29°20'15" W	146.49'
L23	N 29°33'44" W	7.70'

AREA TOTAL	ACREAGE	SQ. FEET	WETLANDS	ACREAGE	DITCH	ACREAGE
A	46.31	2,017,286	46.20	0.00	0.00	
B	33.96	1,479,297	17.00	0.31	0.27	
C	12.70	553,115	2.42	0.00	0.00	
D	2.50	108,809	0.11	0.03	0.03	
E	1.00	43,567	0.19	0.42	0.42	
F	7.98	347,487	0.19	0.42	0.42	

Description	Perimeter	Sq. Feet	Acres
AREA A	6,698.26	2,017,285.51	46.31
AREA B	7,818.71	1,824,771.31	41.89
AREA C	4,206.48	596,822.44	13.70
AREA D	1,380.30	108,808.70	2.50
Total		4,547,687.95	104.40



LEGEND

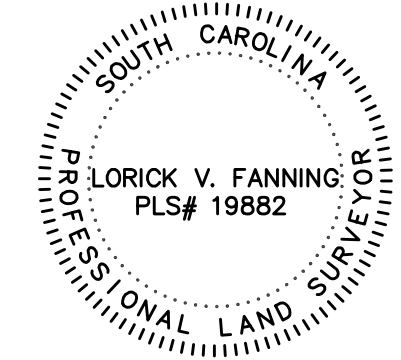
- IPS 1/2" REBAR SET
- CONCRETE MONUMENT FOUND
- ⊙ PINCHTOP FOUND
- ⊕ SANITARY SEWER MANHOLE
- 1/2" REBAR FOUND
- ⊙ 1" PIPE FOUND
- T T-POST FOUND
- POWER POLE
- - - DRAINAGE DITCH
- ⊙ WATER VALVE
- FENCE

FLOOD ZONE DETERMINATION

FLOOD ZONE (BFE): A (BFE=NOT DETERMINED) AND X
 COMMUNITY NAME: HAMPTON CO. UN. INCORP./TOWN OF YEMASSEE
 COMMUNITY #: 450095 / 450103
 MAP #: 45048C0450C
 PANEL #: 450 OF 550
 PANEL DATE: SEPTEMBER 29, 2010
 INDEX DATE: SEPTEMBER 29, 2010

THIS FLOOD ZONE DETERMINATION IS APPROXIMATE AND SHOULD BE VERIFIED BY THE APPROPRIATE BUILDING CODES OFFICE BEFORE ANY DESIGN OR CONSTRUCTION BEGINS.

I HEREBY CERTIFY TO RAMSEY DEVELOPMENT THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "C" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.



LORICK V. FANNING, PLS 19882

BOUNDARY SURVEY OF
 CORBETT TRACT
 TAX PARCELS 204-01-05-005 AND 203-00-00-046
 YEMASSEE, HAMPTON COUNTY, SOUTH CAROLINA
 PREPARED FOR RAMSEY DEVELOPMENT

JOB # 6024

FIELD BOOK: ELECTRONIC
 FIELD CREW: LF/PW
 DRAFTER: LF/PW
 DATE OF FIELDWORK: 04/01/2022

REFERENCES
 PB 21 PG 417 PB 3 PG 127 DB 484 PG 261
 PB 32 PG 4 PB 14 PG 64
 PB 5 PG 96 PB 3 PG 157

LAND CONSULTING GROUP, LLC
 POST OFFICE DRAWER 1366
 BEAUFORT, SOUTH CAROLINA 29901-1366
 (843) 575-5206

Recommended Motion
(Ordinance 22-15 – Jinks-Corbett Tract)

I make a motion to:

- ***Approve***
- ***Approve with Conditions***
- ***Deny***

“First reading on Ordinance 22-15, an Ordinance Annexing One Parcel of Land located on U.S. Highway 17A, and further identified by Hampton County Tax Map Number: 203-00-00-046”.

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 between the Town of Yemassee and Beaufort County for Animal Control Services [Resolution 22-13]

Department: Administration

Submitted by: Matthew Garnes, Town Clerk

Attachments:

	Ordinance	√	Resolution		Other
√	Support Documents		Motion		

Summary: At the September 2022 Town Council Meeting, the Town Council adopted the Beaufort County Animal Control Ordinances. Since the Ordinance has officially been adopted, the attached Intergovernmental Agreement is the final remaining instrument to be executed to allow for the provision of animal control services.

Recommended Action: Adopt Resolution 22-13 as presented.

Council Action:

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

RESOLUTION 22-13
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF YEMASSEE AND BEAUFORT COUNTY FOR ANIMAL CONTROL SERVICES

WHEREAS, a County ordinance may be enforceable within the corporate limits of a municipality pursuant to Article VIII, Sec.13 of the South Carolina Constitution which states: “any county, incorporated municipality or other political subdivision may agree with the State or with any political subdivision for the joining administration of any function and exercise of powers and the sharing of costs thereof”; and

WHEREAS, S.C. Code Ann. §4-9-40 permits a county to “perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters”; and

WHEREAS, on September 13, 2022, the Town of Yemassee adopted the Beaufort County Animal Control Ordinance by reference; and

WHEREAS, the Town and the County desire to enter into this Agreement to memorialize an arrangement whereby the County will provide animal control services including the enforcement and prosecution of animal control ordinance violations within both the unincorporated areas of Beaufort County and the Town of Yemassee located in Beaufort County.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, SC, Authorize the execution the attached Intergovernmental Agreement (“Attachment A”) between the Town of Yemassee and Beaufort County for Animal Control Services.

PASSED AND ADOPTED by the Town Council of the Town of Yemassee, SC this 9th day of November 2022.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

certified mail, return receipt requested postage prepaid, and addressed as follows, or to such other addresses as may be designated in writing, by the Parties:

To the County: Beaufort County, South Carolina
 Attn: County Administrator
 P.O. Drawer 1228
 Beaufort, SC 29902

To the Town: Town of Yemassee
 Attn: Town Manager
 101 Town Circle
 Yemassee, SC 29945

3. General Provisions:

- a. In the event that any agreement contained herein should be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the prior written consent of both Parties hereto.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections of this Agreement.
- g. The Parties hereto intend only to provide for the provision of the services described in Paragraph 1 above as provided herein and affirmatively state that no master-servant, principal-agent, employer-employee relationship is created by this Agreement. No employee, volunteer, contractor, agent, or subagent, shall be considered an employee or agent of the other party for any purpose whatsoever, and none shall have any status, right or benefit of employment with the other.
- h. The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the County and the Town and is not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties hereto shall have any

enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Intergovernmental Services Agreement for the Town of Yemassee as of the Effective Date.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Eric L. Greenway, County Administrator

WITNESSES:

TOWN OF YEMASSEE, SOUTH CAROLINA

By: _____
Matthew Garnes, Town Manager

Recommended Motion

(Resolution 22-13 – IGA Between Yemassee & Beaufort County)

I make a motion to:

- ***Adopt***
- ***Deny***

“Resolution 22-13, Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and the Beaufort County for Animal Control Services”.

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 between the Town of Yemassee and the Town of Fairfax for Law Enforcement Services [Resolution 22-14]

Department: Police Department

Submitted by: Gregory Z. Alexander, Chief of Police

Attachments:

	Ordinance	√	Resolution		Other
√	Support Documents	√	Motion		

Summary: The Town of Fairfax Police Department desires to execute the attached Intergovernmental Agreement between the Town of Fairfax and the Town of Yemassee for Law Enforcement Services. Executing the IGA would allow both parties to respond to requests for assistance in the form of Mutual-Aid. The Yemassee Police Department maintains several of these agreements with surrounding Law Enforcement entities to remain available to assist our neighbors as well as to receive assistance should the Yemassee Police Department require it.

Recommended Action: Adopt Resolution 22-14 as presented.

Council Action:

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

RESOLUTION 22-14
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 TOWN OF FAIRFAX FOR LAW ENFORCEMENT SERVICES

WHEREAS, S.C. Code 23-20-10 through 23-20-50 (Code of Laws of South Carolina 1976) as amended, provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, these sections specify contractual provisions and approvals that are required for such agreements; and

WHEREAS, the officers and law Enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, the Town of Yemassee, an incorporated municipality of the State of South Carolina, and the Town of Fairfax, a political subdivision of the State of South Carolina have not previously entered into an agreement and are therefore required to; and

WHEREAS, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual-aid agreement must be approved by the appropriate governing body of each incorporated municipality or political subdivision that wishes to be a part of the agreement; and

WHEREAS, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Fairfax as presented at “Attachment A”.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, SC, Authorize the execution the attached Intergovernmental Agreement (“Attachment A”) between the Town of Yemassee and the Town of Farifax for Law Enforcement Services.

PASSED AND ADOPTED by the Town Council of the Town of Yemassee, SC this 9th day of November 2022.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

STATE OF SOUTH CAROLINA)	
)	
FAIRFAX POLICE DEPARTMENT)	LAW ENFORCEMENT
)	
ALLENDALE COUNTY)	ASSISTANCE AND SUPPORT AGREEMENT

The agreement is made and entered into this 25th day of October 2022, between the **Yemassee Police Department**, 323 Martin Luther King Jr. Blvd. South Estill, SC 29918, and the **Fairfax Police Department**, 171 Aiken Ave. Fairfax, SC. 29827.

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

WHEREAS, the **Yemassee Police Department**, desires to enter into such an agreement with the **Fairfax Police Department**, to secure each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergencies, and any other law enforcement activities;

WHEREAS, the purpose of the agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

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

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

1. VESTING OF AUTHORITY AND JURISDICTION

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

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdiction lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

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

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

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

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

5. PERSONNEL COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers.

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

6. USE OF EQUIPMENT AND FACILITIES

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

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

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

8. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pensions, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own cost and expenses incurred in complying with this Agreement.

9. INSURANCE

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

10. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

11. MODIFICATION OR AMENDMENT

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

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina Law.

13. SEVERABILITY

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

14. BINDING SUCCESSORS IN OFFICE

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

15. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

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

16. TERMINATION

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

17. TERM AND RENEWAL

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

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

YEMASSEE POLICE DEPARTMENT

WITNESS

Chief Alexander

FAIRFAX POLICE DEPARTMENT

WITNESS

Chief Marvin Williams

Recommended Motion

(Resolution 22-14 – IGA Between Yemassee & Fairfax)

I make a motion to:

- ***Adopt***
- ***Deny***

“Resolution 22-14, Authorizing the Execution of an Intergovernmental Agreement between the Town of Yemassee and the Town of Fairfax for Law Enforcement Services”

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 Acceptance of a Quote for the Purchase of a 2023 John Deere Gator TX for the Public Works Department of the Town of Yemassee and Authorizing the Town Clerk to Issue a Purchase Order for the Total Purchase Price [Resolution 22-15]

Department: Public Works

Submitted by: Lonnie Green, Public Works Superintendent

Attachments:

	Ordinance	√	Resolution		Other
√	Support Documents	√	Motion		

Summary: The Public Works Department desires to purchase a 2023 John Deere Gator from Sparrow & Kennedy in Moncks Corner through State Contract. This resolution authorizes the acceptance of the quote ("Attachment A") and authorizes the Town Clerk to Issue a Purchase Order in the amount of the purchase price.

Recommended Action: Adopt Resolution 22-15 as presented

Council Action:

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

RESOLUTION 22-15
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL AUTHORIZING THE ACCEPTANCE OF A QUOTE FOR THE PURCHASE OF A 2023 JOHN DEERE GATOR TX FOR THE PUBLIC WORKS DEPARTMENT OF THE TOWN OF YEMASSEE AND AUTHORIZING THE TOWN CLERK TO ISSUE A PURCHASE ORDER FOR THE TOTAL PURCHASE PRICE.

WHEREAS, the Town of Yemassee Public Works Department is responsible for ensuring the aesthetic appeal of Town properties, maintaining Town facilities, and keeping public rights-of-way within the Town of Yemassee, clear of debris and visually appealing; and

WHEREAS, the Town of Yemassee has continued to grow over the last decade through development and the expansion of the Town boundaries via Annexation; and

WHEREAS, the Town of Yemassee Public Works Department has grown from one staff member to four staff members to keep up with the demand of our growing Town; and

WHEREAS, the Town of Yemassee Public Works Department has conveyed the desire to have a smaller vehicle with off-road capability that can be used when access by full pick-up truck style vehicle is difficult or impossible; and

WHEREAS, the Town of Yemassee Ordinances require capital purchases of this type to be presented to the Town Council for consideration; and

WHEREAS, the Town of Yemassee FY2023 Operating Budget incorporated funding for capital purchases for the Public Works Department, including for an off-road style vehicle, and the Public Works Department requests authorization to purchase the equipment.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, SC, Authorize the acceptance of the quote (“Attachment A”) issued by Sparrow & Kennedy Tractor, 2060 South Live Oak Dr, Moncks Corner, SC 29461 and authorize the Town Clerk to issue a Purchase Order for the total purchase price.

PASSED AND ADOPTED by the Town Council of the Town of Yemassee, SC this 9th day of November 2022.

Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:**Mike Fox**

Sparrow & Kennedy Tractor
2060 South Live Oak Drive
Moncks Corner, SC 29461

Tel: 843-761-3822

Fax: 843-761-7899

Email: mfox@sparrowkennedy.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sparrow & Kennedy Tractor
 2060 South Live Oak Drive
 Moncks Corner, SC 29461
 843-761-3822
 sparrowkennedy@homesc.com

Quote Summary
Prepared For:

TOWN OF YEMASSEE
 101 TOWN CIR
 YEMASSEE, SC 29945
 Business: 843-589-2565

Delivering Dealer:

Sparrow & Kennedy Tractor
 Mike Fox
 2060 South Live Oak Drive
 Moncks Corner, SC 29461
 Phone: 843-761-3822
 mfox@sparrowkennedy.com

Quote ID: 27596481
Created On: 11 October 2022
Last Modified On: 11 October 2022
Expiration Date: 11 November 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2023) Contract: SC Comm Grounds Maint Equip Phase II 4400018714 (PG 8P CG 22) Price Effective Date: October 10, 2022	\$ 10,027.05 X	1 =	\$ 10,027.05
WEIDENMANN APJG21G Contract: Price Effective Date:	\$ 807.00 X	1 =	\$ 807.00
Equipment Total			\$ 10,834.05

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,834.05
Trade In	
SubTotal	\$ 10,834.05
Sales Tax - (8.00%)	\$ 866.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,700.77
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,700.77

Salesperson : X _____

Accepted By : X _____



"Attachment A"

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sparrow & Kennedy Tractor
2060 South Live Oak Drive
Moncks Corner, SC 29461
843-761-3822
sparrowkennedy@homesc.com

Salesperson : X _____

Accepted By : X _____

Selling Equipment

"Attachment A"

Quote Id: 27596481 Customer Name: TOWN OF YEMASSEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sparrow & Kennedy Tractor
 2060 South Live Oak Drive
 Moncks Corner, SC 29461
 843-761-3822
 sparrowkennedy@homesc.com

JOHN DEERE GATOR™ TX (Model Year 2023)

Hours:

Stock Number:

Contract: SC Comm Grounds Maint Equip Phase II
 4400018714 (PG 8P CG 22)

Selling Price *
 \$ 10,027.05

Price Effective Date: October 10, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A4M	GATOR™ TX (Model Year 2023)	1	\$ 10,349.00	13.00	\$ 1,345.37	\$ 9,003.63	\$ 9,003.63
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM23734	Cargo Box Power Lift	1	\$ 1,015.43	13.00	\$ 132.01	\$ 883.42	\$ 883.42
Dealer Attachments Total			\$ 1,015.43		\$ 132.01	\$ 883.42	\$ 883.42
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Customer Setup	1	\$ 140.00			\$ 140.00	\$ 140.00
			\$ 140.00			\$ 140.00	\$ 140.00
Suggested Price							\$ 10,027.05
Total Selling Price			\$ 11,504.43		\$ 1,477.38	\$ 10,027.05	\$ 10,027.05

Selling Equipment

"Attachment A"

Quote Id: 27596481 **Customer Name:** TOWN OF YEMASSEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sparrow & Kennedy Tractor
 2060 South Live Oak Drive
 Moncks Corner, SC 29461
 843-761-3822
 sparrowkennedy@homesc.com

WEIDENMANN APJG21G

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract:

\$ 807.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
APJG21 G	Weidenmann canopy	1	\$ 712.00	0.00	\$ 0.00	\$ 712.00	\$ 712.00
Other Charges							
	Customer Setup	1	\$ 95.00			\$ 95.00	\$ 95.00
						\$ 95.00	\$ 95.00
Suggested Price							\$ 807.00
Total Selling Price			\$ 807.00		\$ 0.00	\$ 807.00	\$ 807.00

Extended Repair Plan Proposal
PowerGard™ Protection Plan Residential

Date : October 11, 2022					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:		Deductible:	
Equipment Type	TX 4X2 GAS GATOR	Coverage:		Quoted Price	\$ 0.00
Model	TX 4X2 GAS GATOR	Total Months:			
		Total Hours:			
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

Proposal Prepared for:
I have been offered this coverage and

 Customer Name - Please Print

 I ACCEPT the Residential plan

 I DECLINE the Residential plan

 Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

Recommended Motion

(Resolution 22-15)

I make a motion to:

- ***Adopt***
- ***Reject***

“Resolution 22-15, Authorizing the Acceptance of a Quote for the Purchase of a 2023 John Deere Gator TX for the Public Works Department and Authorizing the Town Clerk to Issue a Purchase Order for the total purchase price.”

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 Town Clerk to Execute a Purchase Contract for a Parcel of Real Property located within the Town Limits. [Resolution 22-16]

Department: Administration

Submitted by: Matthew Garnes, Town Clerk

Attachments:

	Ordinance	√	Resolution		Other
√	Support Documents	√	Motion		

Summary: The Town of Yemassee has identified a parcel of property that would be advantageous to the Town of Yemassee should it be purchased. The Town has no current plan for the property but given its proximity to the Yemassee Municipal Complex there are a variety of future opportunities for the Town and its citizens.

Recommended Action: Adopt Resolution 22-16 as presented

Council Action:

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

RESOLUTION 22-16
A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN
COUNCIL AUTHORIZING THE TOWN CLERK TO EXECUTE A PURCHASE
CONTRACT FOR A PARCEL OF REAL PROPERTY LOCATED WITHIN THE
TOWN OF YEMASSEE

WHEREAS, the Town of Yemassee, continuously seeks to add real property to their inventory of real estate to add flexibility for future municipal operations; and

WHEREAS, the Town of Yemassee has identified a parcel of real property located in close proximity to the Yemassee Municipal Complex that would be advantageous to the Town to purchase; and

WHEREAS, the Town of Yemassee firmly believes in the benefit, flexibility and value of having real estate available for future municipal use and by purchasing this parcel, the Town will be better positioned to meet the needs of the Town of Yemassee in the future.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, SC, Authorizes the Town Clerk, to execute a real estate purchase contract in the amount of \$67,500.00 for one parcel of real property, totaling approximately 1.92 acres located in the Town of Yemassee, on Salkehatchie Road, and further identified by Hampton County TMS: 204-02-04-003, and to issue funds needed for the closing to the closing agent as well as execute any documentation necessary to complete the transaction.

PASSED AND ADOPTED by the Town Council of the Town of Yemassee, SC this 9th day of November 2022.

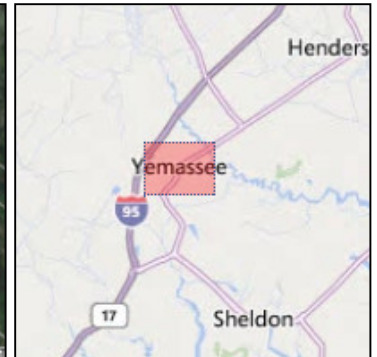
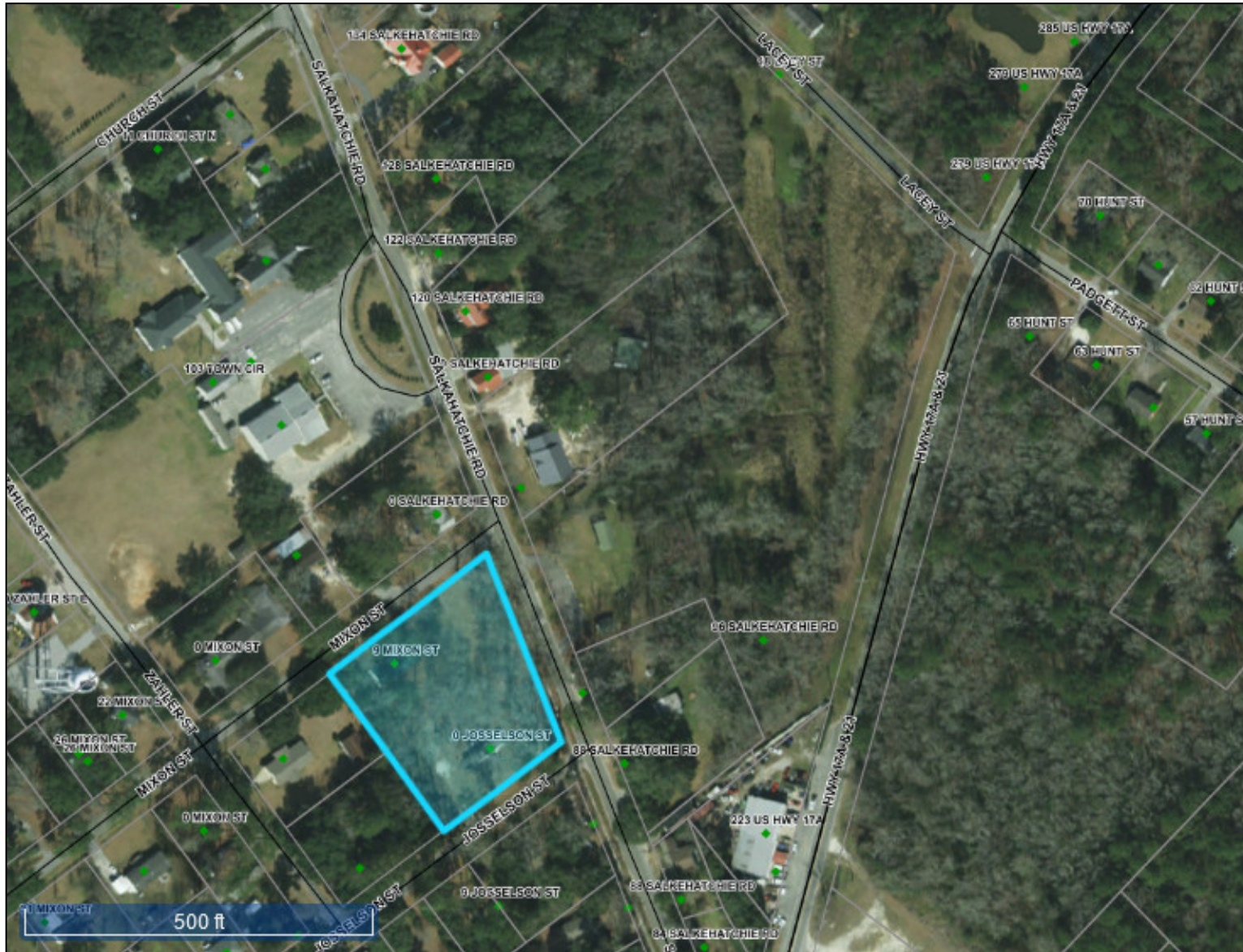
Colin J. Moore, Mayor

ATTEST: Matthew E. Garnes, Town Clerk

(Seal)



Town of Yemassee - Resolution 22-16



Legend

- ◆ Address Points Beaufort
- Parcels Beaufort
- ◆ Address Points Hampton
- Parcels Hampton
- ◆ Address Points Jasper
- Parcels Jasper
- Road Names
- Roads**
- Roads
- Major Roads
- Interstate
- Road Names Jasper**
- Roads Jasper**
- Roads
- Major Roads
- Interstate
- ✂ Railroads
- ▬ County Boundary Beaufort
- ▬ County Boundary Hampton
- ▬ County Boundary Jasper
- ▬ Yemassee Boundary

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Summary

Parcel Number 204-02-04-003.
 Tax District County (District N)
 Location Address 4 JOSSELYN STREET
 Town Code YE
 Class Code (NOTE: Not Zoning Info) 205-Mobile Home Not Owner Occupied
 Acres 0.00
 Description LOTS #34,35,36,50,51 & 52
 Record Type Residential
 Town Code / Neighborhood YE
 Owner Occupied

[View Map](#)

Note: Acres will not display correctly if any or all of the parcel is classed as exempt. (Exempt acreage will not calculate in total acreage.)

Owners

[FLOWERS VERA KAREN](#)

PO BOX 864
 STATESBORO GA
 30459

2022 Value Information

Land Market Value \$15,800
 Improvement Market Value \$0
 Total Market Value \$15,800
 Taxable Value \$15,800
 Total Assessment Market \$950

Note: Values will not display correctly if any or all of the parcel is classed as exempt. (Exempt building values will not display nor calculate in totals.)

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
9/19/1996	\$0	195 10	4 108	COPE CLYDE W
7/24/1985	Not Available	95 104	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Hampton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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Version 2.3.230

Recommended Motion

(Resolution 22-16)

I make a motion to:

- ***Adopt***
- ***Reject***

“Resolution 22-16, Authorizing the Town Clerk to Execute a Real Estate Purchase Contract on a Parcel of Real Property, on Salkehatchie Road in the Town of Yemassee, and further identified by Hampton County TMS: 204-02-04-003, in the amount of \$67,500.00 and to issue funds needed for the closing to the closing agent as well as execute any documentation necessary to complete the transaction.”