

TOWN OF ESTILL
COUNCIL MEETING AGENDA
March 10, 2021
6:00 pm
*****VIA ZOOM

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Approve the February 10, 2021 Council Meeting Minutes
5. Approve the March 10, 2021 Council Meeting Agenda

OLD BUSINESS

- Discussion- Appointments to the Planning Commission

NEW BUSINESS

- A. Department Reports
 - Police Report
 - Safety & Recreation Report
 - Fire Department Report
 - Public Works, Water & Wastewater Report
 - Administration Report
- B. February 2021 Income Statement
- C. Approval of Ordinance 2021-02 Fair Housing. Second and Final Reading
- D. Approval of Emergency Ordinance 2021-04 to extend COVID-19 Related measures for an additional 60 days.
- E. Approval of Ordinance 2021-05 to Amend the FY 2020-2021 Budget. First Reading.
- F. Discussion related to the Tower Lease with Alltel.
- G. Approval of Resolution 2021-04 approving the State of South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/ Recovery.
- H. Approval of Resolution 2021-05 Approving the Mutual Aid Agreement between the Town of Estill and the Town of Yemassee for Police Services.
- I. Public Comment (sent in via mail, email or drop box)

Adjourn

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Town Clerk at 803-625-3243 at least 72 hours prior to the meeting.

Town of Estill
Council Meeting Minutes
February 10, 2021

The Town Council Meeting was called to order by Mayor C. Bowers at 6:00 pm.

Invocation

The Invocation was given by Councilwoman D. Bolden

Present

Mayor C. Bowers, Mayor Pro-Tem T. Solomon, Councilman Joe Hadwin, Councilman D. Bolden, Councilman Charles Savino, Town Administrator Caryn Miller, and Clerk Treasurer Edna O'Banner

Pledge of Allegiance

The Council stands and recites the Pledge of Allegiance.

Approve January 6, 2021 Special Called Meeting Minutes

Mayor Bowers asked for a motion to approve January 6, 2021 Special Called Council Meeting Minutes. Mayor C. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Mayor Pro-Tem T. Solomon. Council voted 5-0 in favor of the motion.

Approve January 13, 2021 Council Meeting Minutes

Mayor C. Bowers asked for a motion to approve January 13, 2021 Council Meeting Minutes. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilwoman D. Bolden. Council voted 5-0 in favor of the motion.

Approve the February 10, 2021 Council Meeting Agenda

Councilman J. Hadwin recommended to amend the agenda to remove item G. Mayor C. Bowers asked for a motion to approve February 10, 2021 Council Meeting Agenda and to amend the agenda with the removal of item G. Mayor C. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Mayor Pro-Tem T. Solomon. Council voted 5-0 in favor of the motion.

Old Business

- **Establishment of Needs Priority List for LCOG**

Ms. Miller stated she provided council with a draft list and she suggested to add or delete whatever needs to be. Mayor C. Bowers asked Ms. Miller what timeline would

she like to set for any changes to be submitted. Ms. Miller stated the list is due immediately. Mayor C. Bowers asked for a motion to accept the Needs Priority List for LCOG. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilman J. Hadwin. Council voted 5-0 in favor of the motion.

- **Discussion-Appointments to the Planning Commission**

Ms. Miller stated she still only has a few names she is hoping that more names will be made available or we can table until the next meeting. The plan is to appoint individuals as soon as we can so that the planning commission may begin. This item was tabled until next meeting

New Business

A. Department Reports

Police Report- Chief A.D. Williams- Taken as info only. Mayor C. Bowers asked for a motion to accept the Police Report as information only. Mayor C. Bowers recognized Mayor Pro-Tem T. Solomon; with a second by Councilwoman D. Bolden. Council voted 5-0 in favor of the motion.

Safety and Recreation Report- Vonzetta Strong- Taken as info only. Mayor C. Bowers asked for a motion to accept the Safety and Recreation Report as information only. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilman J. Hadwin. Council voted 5-0 in favor of the motion.

Fire Department Report- Chief Toone- Taken as info only. Mayor C. Bowers asked for a motion to accept the Fire Department Report as information only. Mayor. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Mayor Pro-Tem T. Solomon. Council voted 5-0 in favor of the motion.

Public Works, Water & Wastewater Report- Mr. M. Hamilton- Taken as info only. Mayor C. Bowers asked for a motion to approve Public Works Report as information only. Mayor C. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Councilwoman D. Bolden. Council voted 5-0 in favor of the motion.

Administration Report- Caryn Miller- Taken as info only.

- The grant was submitted for the Fire Department today. Councilman J. Hadwin mentioned last year this time Christmas decorations were ordered that were budgeted. He stated we should have funds in the account for Christmas decorations. He wants us to go ahead and get an order in so we can get the good deals that we did last year to continue the progress we are making. Mayor C. Bowers asked Ms. Miller did we have problems with the decorations we had last year. Ms Miller stated she doesn't think we had any issues with the lights.

Councilman J. Hadwin believes we budgeted around \$2,000 for decorations. Ms. Miller stated we just ordered signs for downtown and we are probably left with around \$1,000. Mayor C. Bowers stated he would like a cost breakdown of the banners and decorations. Mayor Pro-Tem T. Solomon asked Ms. Miller how much does it cost to replace the marquee. Ms. Miller stated we are looking at spending around \$6,000. She stated Mr. Hamilton is trying to see if there is a way to fabricate something since the sign was not budgeted. Mayor C. Bowers asked for a motion to accept the Administration Report as information only. Mayor C. Bowers recognized Mayor Pro-Tem T. Solomon. The motion was offered by Mayor Pro-Tem T. Solomon; with a second by Councilman J. Hadwin. Council voted 5-0 in favor of the motion.

B. January 2021 Income Statement

Mayor C. Bowers asked for a motion to take the January 2021 Income Statement as information only. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro-Tem T. Solomon. Council voted 5-0 in favor of the motion.

C. Approval of Ordinance 2021-02 Fair Housing, First Reading.

Ms. Miller stated this ordinance will serve as a major milestone with CDBG. Mayor C. Bowers asked for a motion to Approve Ordinance 2021-02 Fair Housing, First Reading. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilman J. Hadwin. Council voted 5-0 in favor of the motion.

D. Approval of Emergency Ordinance 2021-03 COVID-19 Mask Mandate.

After discussion, Mayor C. Bowers asked for a motion to Approve Emergency Ordinance 2021-03 COVID-19 Mask Mandate. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Councilwoman D. Bolden. Council voted 3-0 in favor of the motion. Opposed by Councilman J. Hadwin and Mayor Pro-Tem T. Solomon.

E. Approval of Renumbering of Ordinances 16-2020

Mayor C. Bowers asked for a motion to Approve Renumbering of Ordinances 16-2020. Mayor C. Bowers recognized Councilman J. Hadwin. The motion was offered by Councilman J. Hadwin; with a second by Councilman C. Savino. Council voted 5-0 in favor of the motion.

F. Approval of Renumbering of Resolutions 2020-13

Mayor C. Bowers asked for a motion to Approve Renumbering Resolutions 2020-13 A and B. Mayor C. Bowers recognized Councilman C. Savino. The motion was offered by Councilman C. Savino; with a second by Mayor Pro-Tem T. Solomon. Council voted 5-0 in favor of the motion.

G. Public Comment

None

Councilman C. Savino stated if there are anyone 65 and older to inform them of where to go to obtain the vaccine.

Councilwoman D. Bolden informed the citizens of the Town to look out and protect one another.

Councilman J. Hadwin informed the citizens to remain safe and look within the community to see what can be improved rather it be litter or so forth.

Mayor Pro-Tem T. Solomon informed the citizens to remain safe and to continue doing their part.

Mayor C. Bowers hopes that we can get through this as a community and that everyone remains safe.

Adjourn

Mayor C. Bowers asked for a motion to adjourn. Mayor C. Bowers recognized Mayor Pro-Tem T. Solomon. The motion was offered by Mayor Pro-Tem T. Solomon; with a second by Councilman J. Hadwin. Council Voted 5-0 in favor of the motion.

Mayor C. Bowers adjourned the meeting at 7:15 pm.

ADOPTED this 10th Day of February

Corrin F. Bowers III., Mayor

Tammy Solomon, Mayor Pro Tem

Dwanda Bolden, Councilwoman

Charles Savino, Councilman

Joe Hadwin Jr., Councilman

ATTEST:

Edna O'Banner, Clerk Treasurer



Town of Estill Agenda Item – A

Department Reports

Background:

Attachments: Reports

Recommendation: Accept as information only

Presented by: Caryn Miller, Town Administrator



ESTILL POLICE DEPARTMENT

323 Martin Luther King Jr. Blvd. S
Post Office Box 37
Estill, South Carolina 29918
Phone (803)625-3699 Fax (803)625-3958

March 3, 2021

To: Mayor and Council

From A.D. Williams, Chief of Police

Re: Monthly Report February 2021

Dear Mayor and Council:

I have our attached our statistics for the month of February 2021.

Major Criminal Incidents and Arrest(s)

- **No major criminal incidents reported in the month of February.**

Goals for February

- Solve the Annie Ave. N. Homicide
- Solve any pending or open cases
- Increase productivity
- Increase revenues
- Decrease major incidents
- Continue removing firearms possessed unlawfully
- More community engagement (Following all CDC Guidelines on Social Distancing)

Code Enforcement Activity

- Provided a cease-and-desist letter to T&J Catering at 422 Morrison Ave.
- Issued a \$500.00 citation to 121 Bennett Cir. (Debris has since been cleaned up/Court date pending)
- Issued a cease-and-desist order at 1189 3rd St. for roof work.
- Abandoned vehicles have started to be removed.
- Cleanup has progressed at Bostick Diesel Shop and we are working to get the remaining wood and blight removed in coordination with Mr. Bostick's sister.

Significant Events Past, Present, and Future

- Provided traffic control and lunch to Beaufort, Hampton, Jasper Healthcare during COVID-19 vaccination clinics.
- Implemented the use of Sheriff Deputies to supplement shifts.
- Initiating the Great American Cleanup for the Palmetto Pride Grant. We will be assessing neighborhoods and requesting the involvement of the residents to assist in the removal of litter. We will schedule cleanup days from March thru May.
- Developing our budget request for FY 21-22.
- Developing our 3-5 year plan for growth and development.
- Submitting our funding request for BWC to the SC Public Safety Coordinating Council

Respectfully,



A.D. Williams
Chief of Police



ESTILL POLICE DEPARTMENT

323 Martin Luther King Jr. Blvd. S
Post Office Box 37
Estill, South Carolina 29918
Phone (803)625-3699 Fax (803)625-3958

To: Mayor and Council
From: A.D. Williams, Chief of Police
Date: 03/03/2021
Re: **February**
Monthly Report

The Estill Police Department Monthly Report for
February is as follows:

Incident Report Total		16
2	Assaults	
0	Drugs/Narcotics	
3	Burglary/Breaking & Entering	
0	Vandalism of Property	
1	Theft	
0	Weapon Violation	
8	All other offenses	
1	DV	
1	Counterfeiting/Forgery	
0	Robbery	
0	Murder	

Traffic Ticket Total		9
	Speeding Less Than 10 MPH	
2		
1	Speeding Between 10-25 MPH	
0	Speeding Greater Than 25 MPH	
1	Reckless Driving	
0	Passing Unlawfully	
1	Operating Uninsured	
0	Faulty Equipment	
1	Disregard Sign or Sig	
1	Non-Traffic	
1	Other Violations	
0	Driver's License Violation	
0	Vehicle in Unsafe Condition	
1	Driving Under Suspension	
0	Driving Under the Influence	

Warning Tickets	
7	Tickets

Arrestee Report	
3	Arrests

Warrant Service	
2	Warrants Served

Victim's Advocate Report	
10	Victims

Town of Estill

Safety/Recreation Department Monthly Report February 2021

There were no accidents or incidents for the month of February 2021. All fire extinguishers were checked at the Town Hall, Courtroom, Public Works, Police Department, Bull Durham Building, Library and the Treatment Plant and they all were in good condition.

The Fire alarms and the Exit lights were also checked.

The parks are checked daily to make sure the equipment is secure, no damage and no litter.

The Bull Durham Building was used only twice for the month of February.

On February 8, 2021 Bug Buster's treated the Bull Durham Building for Termites Protection.

On January 29, 2021 i completed the SCMIT 2021 Risk Management Assessment and the Town of Estill will receive a 5% discount on theri 2022 preminum. I will talk with Mrs. Bethany on March 11, 2021.

On February 24, 2021 the Safety Committee met for our monthly meeting and each department stated there were no major problems at this time. All departments are doing their best to stay safe, was hands and keep their mask on.

I reminded the committee if you are not feeling well or have any symptoms of Covid-19, please see your doctor or go to the emergency room as soon as possible.

The committee also talked about the Covid-19 vaccine and the side effects and some said they would like to learn more about the vaccine before taking it.

On February 23, 2021 Mrs. Strong sponsored a Heart Health Education Class for all Town Employees at the Bull Durham Building and the speaker was Mrs. Angela Youmans from Low Country Health Care of Allendale and all employees who attended said they really enjoyed the class and it was very informative. This concludes my monthly report.

Vonzetta M Strong

Safety/Recreation Director

2021 BULL DURHAM CENTER RESERVATION

Community of One	Dwanda Bolden	(803)842-1827	1/23/2021	10:00AM	1:00PM	Food Give Away (Drive Thru)	Court Roo
Town of Estill	Caryn Miller	(803)625-3243	2/6/2021	9:00AM	5:00PM	Goals and Budget Work Shop	Palmetto/L Oak
Community of One	Dwanda Bolden	(803)842-1827	2/6/2021	10:00AM	1:00PM	Food Give Away (Drive Thru)	Court Roo
Community of One	Dwanda Bolden	(803)842-1827	2/20/2021	10:00AM	1:00PM	Food Give Away (Drive Thru)	Court Roo
Low Country Health Care Services	Vonzetta M Strong	(803)625-3243	2/23/2021	10:00AM	11:00AM	Health Education (Heart Month)	Palmetto H
Karen Scott	Karen Scott	(803)842-6087	3/13/2021	4:00PM	8:00PM	Birthday Party	Palmetto H
Lenin Romero	Lenin Romero	(803) 398 6636	6/19/2021	5:00PM	12:00PM	Sweet Sixteen Birthday Party	Palmetto Live Oak

Public Works & Water Department Monthly Report 2/26/2021

Mission Statement: the mission of the Maintenance Department is to contribute to a safe and quality environment for the town citizens and visitors.

Vision is to consistently provide timely services to citizens in an equal and respectable manner.

Continue mowing of the Library, mowing and trimming walking trail, Dogwood Park, Baseball field, Best Manufacturing yard. The pickup route for leaf and limbs continues on 2nd and 4th week each month but out truck is out of service at this time.

Water & Wastewater Department

Completing work orders from Town Hall at the same time we are practicing self-distancing, washing hands, and using sanitizer.

1. Reading 800 watermeters
2. Repaired 12 water lines leaks and 36 sewer calls
3. Ruth Street lift station and Park lift station had some problems and are still being monitoring on a daily basis.

Maintaining 3 water wells, 7 lift stations each week, and wastewater treatment plant.

4. 29 work orders completed from the Town Hall.
5. Patching roads from water repairs
6. Flushed all fire hydrants

McDonald Hamilton

Public Works Superintendent



Town of Estill Agenda Item A

Administrator Report for February 2021.

1. Bids for the CDBG Water grant engineering were rebid and are due March 8, 2021.
2. Continue monitoring cash flows for O&M.
3. Made an emergency purchase for a camera surveillance system in Town Hall and the PD
4. Submitted the SAFER grant for 2 firefighters.
5. Ordered additional Christmas decorations as requested by the Council. 6 more of the trees were ordered and we were able to get the discounted price.
6. The new way finding signs are up. Budget permitting, we want a few more smaller ones directing to specific locations.
7. Advertised the Hunting lease request for Bids. It is also on the website.
8. Advertised the Sewer Jetter request for bids. It is also on the website.
9. Attended CDBG meeting related to COVID-19 applications. They are going to do a regional application for assistance. We have had our input on it.
10. Have been watching several bills that are being considered and have participated in the legislative meetings with MASC.
11. Met with Dominion Energy related to their program to replace all of the street lights to LED. We also discussed our Franchise Agreement with them. Once paperwork is sent to me I will bring it forward to the Council.
12. Applied for the SCMIT grants for Fire and Public Works.
13. Applied for the SCMIT grant for COVID-19.
14. Processed Zoning reviews on several permits as well as answered development questions from the public.
15. Michelle Knight and I continue to work on the CDBG/EDA grant application for the waste water plant.
16. The contract for the Asbestos testing on the Morrison Demo is being worked on.
17. We continue to receive calls from Realtors who have investors looking to maybe come to Estill. Possible businesses but also possible roof tops. In addition property owners are looking to see how they can either best market their properties for sale or maybe use them to build something now.
18. Started to develop a list of available properties so we can market them.
19. The Engineers and I continue with talks with the USDA on the next sewer project which will concentrate on I&I issues as well as possibly refinancing our current debt to a lower interest rate.
20. The contract for the CDBG Demolition Grant for the Church Street Project is executed and demos will begin soon.

21. The CDBG Demolition Grant for the Morrison area continues moving forward. Once Asbestos testing is done we can bid for demolition
22. Submitted the the Assistance to Firefighters grant application for the air packs we need.
23. Beginning the Budget process.
24. Beginning employee evaluation process.
25. Continue with monthly meetings to ensure communications are flowing with DHEC and The USDA in relation to the Utilities and our needs.
26. The website has been updated as time permits me to do so in several areas.
27. Continue looking at other alternatives to getting help with the Town's Comprehensive Plan or Future Land Use Map.
28. Certified all DHEC submittals for the WWTP DMRS.



Town of Estill Agenda Item – B

February 2021 Financials

Background:

Attachments: Reports

Recommendation: Accept as information only

Presented by: Caryn Miller, Town Administrator

From: Maia Pavlova <pmaia@mpaccountingsc.com>
Sent: Thursday, March 04, 2021 12:45 PM
To: Caryn Miller; Edna O'Banner
Subject: February income statement - updated
Attachments: Income Statements 2-2021 updated.pdf; Bank Accounts as of 2-28-2021.pdf

Attached are the income statements as of the end of February.
67% is the expected figure in the percentage column.

Please note that the income statement contains the Original Budget. The Revised Budget will be reflected after Council's approval.

General Fund:

The deficit has been reduced to \$79,739 due to the tax collections for 2020. Estill Solar paid \$46,198 which is \$3,084 over the budgeted amount. The only unusual expense is on line 56 Equipment for an emergency surveillance camera. The expense was shared with O&M Fund.

O&M Fund:

The deficit is at \$100,192. It has been reduced by the \$112,000 drawn from the FEMA loan (line 14). The Fund accumulated higher Repairs/Maintenance expenses in February (line 50). In addition to the \$11,400 quarterly tank maintenance, over \$15,000 was paid for backhoe and sewer pump repairs. The expenses for repairs are 5% over the expected but we have cushions in other categories with low spending like Utilities and Lab Analysis and I am not concerned at this time.

Refuse Fund:

The Fund is on a surplus of \$13,388 and without excessive spending.

Please contact me with any questions.

Thank you,
Maia

Thanks,
Maia

Maia Pavlova, AP
MP Accounting, LLC
Summerville, SC
Tel. 843.376.4767 Fax: 888.283.2942
pmaia@mpaccountingsc.com
send secure messages and documents to
<https://www.encyro.com/mpaccounting>

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TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Operating Grants	10,593.76	**	-	(10,593.76)
2 Non-Operating Grants	15,550.00	2%	653,240.00	637,690.00
3 Property Taxes	370,126.58	83%	444,153.00	74,026.42
4 Vehicle Taxes	33,227.07	73%	45,366.00	12,138.93
5 Business License	10,521.97	21%	50,760.00	40,238.03
6 MASC	6,097.14	4%	139,191.00	133,093.86
7 Court Fines	41,339.33	77%	54,000.00	12,660.67
8 City Ordinance Fines	-	0%	2,400.00	2,400.00
9 Victim Advocate Fines	2,357.96	72%	3,276.00	918.04
10 Traffic School Fees	-	0%	140.00	140.00
11 Aid to Subdivision	24,182.58	48%	50,786.00	26,603.42
12 LOST - Property	62,450.11	48%	131,060.00	68,609.89
13 LOST - Municipal	35,486.22	54%	66,250.00	30,763.78
14 Merchants Inventory Tax	11,189.88	75%	14,920.00	3,730.12
15 Accommodations Tax	-	0%	15,000.00	15,000.00
16 Franchise Fees	2,255.22	2%	137,600.00	135,344.78
17 Towing Fees	1,525.00	33%	4,560.00	3,035.00
18 Development Services Fee	1,880.00	**	-	(1,880.00)
19 Miscellaneous Income	1,044.23	26%	4,000.00	2,955.77
20 Donations Income	2,500.00	125%	2,000.00	(500.00)
21 Fax & Copy Machine Use Income	3.00	3%	108.00	105.00
22 Building Rental Income	3,150.00	32%	10,000.00	6,850.00
23 Short-Term Vendors	-	0%	2,000.00	2,000.00
24 Admission Fees Income	-	0%	300.00	300.00
25 Election Filing Fees	50.00	17%	300.00	250.00
26 Interest Income - Bank Accts	101.84	68%	150.00	48.16
27 Proceeds from Sale of Assets	250.00	**	-	(250.00)
TOTAL REVENUES	635,881.89	35%	1,831,560.00	1,195,678.11

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
EXPENSES				
ADMINISTRATIVE				
28 Bonuses	270.75	100%	271.00	0.25
29 Payroll	20,133.28	64%	31,402.00	11,268.72
30 Payroll Tax - FICA	1,561.07	64%	2,423.00	861.93
31 Workers Compensation	686.85	69%	1,000.00	313.15
32 Retirement	2,897.75	58%	5,001.00	2,103.25
33 Contract Labor	-	0%	1,625.00	1,625.00
34 Supplies	1,125.01	38%	3,000.00	1,874.99
35 Insurance	10,584.92	126%	8,376.00	(2,208.92)
36 Fuel	557.13	14%	4,000.00	3,442.87
37 Administrative Fees	7,000.00	28%	25,000.00	18,000.00
38 Legal	14,380.32	55%	26,000.00	11,619.68
39 Audit Services	13,900.00	99%	14,100.00	200.00
40 Bookkeeping Services	6,144.00	67%	9,216.00	3,072.00
41 Other Professional Services	3,827.20	35%	10,923.00	7,095.80
42 Training and Workshops	769.94	19%	4,000.00	3,230.06
43 Telephone	6,395.16	64%	10,000.00	3,604.84
44 Per Diem - Employees	213.00	8%	2,759.00	2,546.00
45 Lodging	618.91	5%	12,000.00	11,381.09
46 Office Supplies	1,610.88	95%	1,700.00	89.12
47 Postage	1,473.15	57%	2,600.00	1,126.85
48 Dues and Subscriptions	5,126.64	77%	6,688.00	1,561.36
49 Advertising	705.32	35%	2,000.00	1,294.68
50 Dog Pound	3,332.00	67%	5,000.00	1,668.00
51 Bank Charges	142.57	52%	275.00	132.43
52 Penalties	256.30	**	-	(256.30)
53 Beautification	558.30	56%	1,000.00	441.70
54 Econ. Development	11,617.64	2%	545,445.00	533,827.36
55 Donations	600.00	100%	600.00	-
56 Equipment/Capital Improvements	1,262.96	**	-	(1,262.96)
57 Repairs and Maintenance	4,039.82	56%	7,200.00	3,160.18
58 Lease Maintenance	1,713.23	39%	4,400.00	2,686.77
59 Land Lease	778.68	103%	756.00	(22.68)
60 Meals for Staff	36.35	5%	800.00	763.65
61 Miscellaneous Expense	24.75	2%	1,000.00	975.25
TOTAL ADMINISTRATIVE	124,343.88	17%	750,560.00	626,216.12

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
POLICE				
62 Bonuses	487.35	100%	487.00	(0.35)
63 Payroll	173,955.07	56%	311,189.00	137,233.93
64 Overtime	26,587.51	64%	41,648.00	15,060.49
65 Payroll Tax - FICA	14,611.44	60%	24,398.00	9,786.56
66 Workers Compensation	36,841.30	71%	51,630.00	14,788.70
67 Employee Insurance	32,870.87	80%	41,040.00	8,169.13
68 Retirement	33,480.25	50%	67,419.00	33,938.75
69 Contract Labor	1,530.00	34%	4,560.00	3,030.00
70 Utilities	1,308.71	77%	1,700.00	391.29
71 Supplies	1,406.92	35%	4,000.00	2,593.08
72 Uniforms	698.63	23%	3,000.00	2,301.37
73 Insurance	33,061.64	104%	31,936.00	(1,125.64)
74 Fuel	12,739.28	36%	35,000.00	22,260.72
75 Training and Workshops	2,342.45	156%	1,500.00	(842.45)
76 Inmate Housing	300.00	15%	2,000.00	1,700.00
77 Victim Advocate Expense	175.00	5%	3,276.00	3,101.00
78 Dispatching	19,896.70	60%	32,910.00	13,013.30
79 Telephone	14,589.48	62%	23,580.00	8,990.52
80 Per Diem - Employees	950.00	48%	2,000.00	1,050.00
81 Lodging	748.13	37%	2,000.00	1,251.87
82 Office Supplies	419.09	84%	500.00	80.91
83 Postage	85.60	43%	200.00	114.40
84 Dues and Subscriptions	4,318.67	83%	5,214.00	895.33
85 Bank Charges	57.92	80%	72.00	14.08
86 PD Equipment	7,813.72	186%	4,200.00	(3,613.72)
87 Equipment/Capital Improvements	-	0%	100,000.00	100,000.00
88 Repairs and Maintenance	21,491.06	72%	30,000.00	8,508.94
89 Lease Maintenance	664.60	28%	2,400.00	1,735.40
90 Meals for Staff	-	0%	275.00	275.00
91 Miscellaneous Expense	769.55	77%	1,000.00	230.45
92 Motorola Radios Lease	6,526.17	100%	6,526.00	(0.17)
93 PD Vehicles Loan	7,171.84	67%	10,758.00	3,586.16
TOTAL POLICE	457,898.95	54%	846,418.00	388,519.05

TOWN OF ESTILL
GENERAL FUND
INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
Expected percentage 67%

	FEB YTD ACTUAL	% BUDGET	ORIGINAL BUDGET	REMAINING BUDGET
MUNICIPAL COURT				
94 Bonuses	108.30	100%	108.00	(0.30)
95 Payroll	32,364.22	73%	44,611.00	12,246.78
96 Overtime	31.20	9%	346.00	314.80
97 Payroll Tax - FICA	2,433.00	72%	3,356.00	923.00
98 Workers Compensation	93.69	30%	309.00	215.31
99 Employee Insurance	13,078.20	58%	22,463.00	9,384.80
100 Retirement	4,436.78	60%	7,445.00	3,008.22
101 Insurance	406.00	423%	96.00	(310.00)
102 Fuel	-	0%	500.00	500.00
103 Other Professional Services	1,600.00	67%	2,400.00	800.00
104 Training and Workshops	125.00	8%	1,500.00	1,375.00
105 Court Expense	24,964.30	71%	35,100.00	10,135.70
106 Telephone	69.78	**	-	(69.78)
107 Per Diem - Employees	-	0%	700.00	700.00
108 Lodging	-	0%	1,200.00	1,200.00
109 Office Supplies	178.30	36%	500.00	321.70
110 Postage	298.10	60%	500.00	201.90
111 Bank Fees	20.37	**	-	(20.37)
112 Dues and Subscriptions	2,436.00	111%	2,196.00	(240.00)
113 Equipment/Capital Improvements	-	0%	1,000.00	1,000.00
114 Miscellaneous Expense	9.90	**	-	(9.90)
TOTAL MUNICIPAL COURT	82,653.14	66%	124,330.00	41,676.86
FIRE				
115 Bonuses	4,505.17	80%	5,654.00	1,148.83
116 Payroll	1,890.00	67%	2,835.00	945.00
117 Bonuses for Volunteer Firemen	9,472.00	90%	10,500.00	1,028.00
118 Payroll Tax - FICA	489.28	75%	649.00	159.72
119 Workers Compensation	3,270.87	76%	4,320.00	1,049.13
120 Retirement	272.01	58%	469.00	196.99
121 Supplies	-	0%	1,000.00	1,000.00
122 Uniforms	-	0%	5,700.00	5,700.00
123 Insurance	6,776.70	116%	5,859.00	(917.70)
124 Fuel	384.23	64%	600.00	215.77
125 Training and Workshops	45.00	**	-	(45.00)
126 Telephone	2,753.68	102%	2,700.00	(53.68)
127 Repairs and Maintenance	514.10	9%	6,000.00	5,485.90
128 Lease Maintenance	481.51	120%	400.00	(81.51)
129 Miscellaneous Expense	4.95	**	-	(4.95)
TOTAL FIRE	30,859.50	66%	46,686.00	15,826.50

TOWN OF ESTILL
 GENERAL FUND
 INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
 Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
FALL FESTIVAL				
130 Payroll	-	0%	1,400.00	1,400.00
131 Payroll Tax - FICA	-	0%	107.00	107.00
132 Fall Festival Expense	-	0%	8,000.00	8,000.00
TOTAL FALL FESTIVAL	-	0%	9,507.00	9,507.00
BUILDING and GROUNDS				
133 Utilities	10,802.70	62%	17,500.00	6,697.30
134 Utilities - Library	5,371.99	75%	7,200.00	1,828.01
135 Supplies	-	0%	200.00	200.00
136 Pest Control	2,524.50	149%	1,700.00	(824.50)
137 Repairs and Maintenance	1,166.00	15%	8,000.00	6,834.00
TOTAL BUILDING and GROUNDS	19,865.19	57%	34,600.00	14,734.81
TOTAL EXPENSES	715,620.66	39%	1,812,101.00	1,096,480.34
SURPLUS/(DEFICIT)	(79,738.77)		19,459.00	

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
 Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Operating Grants	14,691.70	**	-	(14,691.70)
2 Water Sales	391,937.14	47%	836,280.00	444,342.86
3 Sewer Sales	469,538.58	46%	1,030,200.00	560,661.42
4 Impact Fees	900.00	150%	600.00	(300.00)
5 Reconnect Fees	4,800.00	80%	6,000.00	1,200.00
6 Account Establishment Fees	90.00	50%	180.00	90.00
7 Penalties	23,148.21	83%	27,997.00	4,848.79
8 Returned Check Fee	105.00	50%	210.00	105.00
9 Land Rental Income	6,635.00	46%	14,510.00	7,875.00
10 Miscellaneous Income	17.47	**	-	(17.47)
11 Interest Income - Bank Accts	48.18	69%	70.00	21.82
12 Interest Income - Other Investment	5.21	0%	2,000.00	1,994.79
13 Proceeds from Sale of Assets	250.00	**	-	(250.00)
14 FEMA CDL Proceeds	112,000.00	**	-	(112,000.00)
15 SRF Loan Proceeds	28,000.00	**	-	(28,000.00)
TOTAL REVENUES	1,052,166.49	55%	1,918,047.00	865,880.51
EXPENSES				
WATER & WASTEWATER				
16 Bonuses	595.65	100%	596.00	0.35
17 Payroll	267,414.21	67%	396,791.00	129,376.79
18 Overtime	1,424.99	34%	4,143.00	2,718.01
19 Payroll Tax - FICA	19,795.06	67%	29,472.00	9,676.94
20 Workers Compensation	16,477.78	65%	25,367.00	8,889.22
21 Employee Insurance	30,725.87	89%	34,398.00	3,672.13
22 Retirement	37,308.61	56%	66,395.00	29,086.39
23 Contract Labor	800.00	4%	18,000.00	17,200.00
24 Utilities	51,452.73	45%	114,000.00	62,547.27
25 Supplies	7,242.34	48%	15,000.00	7,757.66
26 Uniforms	7,231.84	61%	11,800.00	4,568.16
27 Chemicals	10,161.56	64%	16,000.00	5,838.44
28 Lab. Analysis	7,606.11	35%	21,708.00	14,101.89
29 Insurance	29,140.05	105%	27,796.00	(1,344.05)
30 Fuel	6,934.79	43%	16,000.00	9,065.21
31 Legal	10,203.71	59%	17,200.00	6,996.29
32 Audit Services	11,950.00	100%	12,000.00	50.00
33 Bookkeeping Services	6,144.00	67%	9,216.00	3,072.00

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
 Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
34 Consulting - WWTP	39,900.00	58%	68,400.00	28,500.00
35 Other Professional Services	3,175.00	31%	10,091.00	6,916.00
36 Training and Workshops	70.00	7%	1,000.00	930.00
37 Telephone	6,950.63	63%	11,000.00	4,049.37
38 Per Diem - Employees	-	0%	500.00	500.00
39 Lodging	-	0%	500.00	500.00
40 Office Supplies	1,565.23	92%	1,700.00	134.77
41 Postage	2,020.20	64%	3,180.00	1,159.80
42 DHEC Permits	7,535.00	52%	14,410.00	6,875.00
43 Dues and Subscriptions	853.06	46%	1,854.00	1,000.94
44 Advertising	1,833.67	122%	1,500.00	(333.67)
45 Bank Charges	292.37	42%	700.00	407.63
46 Equipment/Capital Improvements	1,262.96	2%	63,000.00	61,737.04
47 Engineering	-	0%	30,000.00	30,000.00
48 Engineering Water/Sewer Study	28,000.00	**	-	(28,000.00)
49 Safety	-	0%	2,000.00	2,000.00
50 Repairs and Maintenance	131,176.85	72%	181,728.00	50,551.15
51 Lease Maintenance	2,146.83	49%	4,400.00	2,253.17
52 Equipment Rental	-	0%	500.00	500.00
53 Drug Test	1,300.00	**	-	(1,300.00)
54 Miscellaneous Expense	54.45	2%	3,000.00	2,945.55
55 Interest on Debt	40,206.61	52%	77,006.00	36,799.39
56 Revenue Bond Principal	250,000.00	100%	250,000.00	-
57 2014 Backhoe Loader Principal	6,854.17	66%	10,352.00	3,497.83
TOTAL WATER & WASTEWATER	1,047,806.33	67%	1,572,703.00	524,896.67
STREETS				
58 Bonuses	54.15	50%	108.00	53.85
59 Payroll	26,961.53	59%	45,864.00	18,902.47
60 Overtime	245.22	53%	459.00	213.78
61 Payroll Fall Festival	-	0%	500.00	500.00
62 Payroll Tax - FICA	1,856.82	67%	2,784.00	927.18
63 Workers Compensation	5,989.76	94%	6,349.00	359.24
64 Employee Insurance	7,154.16	70%	10,208.00	3,053.84
65 Retirement	3,129.26	41%	7,671.00	4,541.74
66 Street Lights - Utilities	36,956.77	57%	64,404.00	27,447.23
67 Street Signs - Utilities	748.07	54%	1,380.00	631.93
68 Supplies	1,868.65	75%	2,500.00	631.35
69 Chemicals	-	0%	1,000.00	1,000.00

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
 Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
70 Insurance	6,568.23	105%	6,229.00	(339.23)
71 Fuel	4,816.67	37%	13,000.00	8,183.33
72 Equipment/Capital Improvements	-	0%	3,990.00	3,990.00
73 Repairs and Maintenance	7,200.02	34%	21,000.00	13,799.98
74 Equipment Rental	998.26	50%	2,000.00	1,001.74
75 Miscellaneous Expense	4.95	0%	1,000.00	995.05
76 Decorations	-	0%	2,000.00	2,000.00
TOTAL STREETS	<u>104,552.52</u>	<u>54%</u>	<u>192,446.00</u>	<u>87,893.48</u>
 TOTAL EXPENSES	 <u>1,152,358.85</u>	 <u>65%</u>	 <u>1,765,149.00</u>	 <u>612,790.15</u>
 SURPLUS/(DEFICIT)	 <u>(100,192.36)</u>		 <u>152,898.00</u>	
 DEBT SERVICE FUNDS				
77 Depreciation Account	27,000.00	75%	36,000.00	
78 Contingency Account	43,200.00	75%	57,600.00	
	<u>70,200.00</u>	<u>75%</u>	<u>93,600.00</u>	

TOWN OF ESTILL
 REFUSE FUND
 INCOME STATEMENT FOR PERIOD ENDING 02/28/2021
 Expected percentage 67%

	<u>FEB YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REMAINING BUDGET</u>
REVENUES				
1 Sanitation Collections	77,273.38	66%	117,720.00	40,446.62
2 Interest Income - Bank Accts	18.27	61%	30.00	11.73
TOTAL REVENUES	77,291.65	66%	117,750.00	40,458.35
EXPENSES				
3 Refuse Disposal	55,382.40	66%	83,351.00	27,968.60
4 Yard Waste Disposal	1,800.72	50%	3,600.00	1,799.28
5 Insurance	679.00	50%	1,349.00	670.00
6 Fuel	-	0%	500.00	500.00
7 Audit Services	2,900.00	97%	3,000.00	100.00
8 Bookkeeping Services	3,072.00	67%	4,608.00	1,536.00
9 Bank Charges	69.54	139%	50.00	(19.54)
10 Repairs and Maintenance	-	0%	5,000.00	5,000.00
11 Miscellaneous Expense	-	0%	3,000.00	3,000.00
TOTAL EXPENSES	63,903.66	61%	104,458.00	40,554.34
 SURPLUS/(DEFICIT)	 <u>13,387.99</u>		 <u>13,292.00</u>	
 RESERVE FUNDS				
12 Contingency Account	5,600.00	67%	8,400.00	
	5,600.00	67%	8,400.00	

TOWN OF ESTILL
 Bank Account Balances at 02/28/2021

	Current Balance	Balance at 6/30/2020
GENERAL FUND		
Operating	103,835	81,612
Gross Revenue	378,674	310,888
BB&T	6,000	4,819
Reserve Account	<u>101,058</u>	<u>100,967</u>
	589,567	498,286
O&M FUND		
Operating	4,341	92,631
Gross Revenue	234,068	360,103
FEMA CDL	<u>112,250</u>	<u>-</u>
	350,659	452,734
REFUSE FUND		
Operating	6,711	6,122
Gross Revenue	28,222	9,861
Debt Service	14,311	14,343
Contingency	<u>28,242</u>	<u>22,631</u>
	77,486	52,957



Town of Estill Agenda Item – C

Approval of Ordinance 2021-02 Fair Housing. Second and Final Reading

Background: In order to follow CDBG requirements we have to prepare a significant action to bring awareness to Fair Housing within the Town. We chose to do an Ordinance and have all the State and Federal Fair Labor requirements included in it. The Ordinance meets those requirements.

Attachments: Ordinance

Recommendation: Approval of Ordinance 2021-02 Fair Housing. Second and Final Reading

Presented by: Caryn Miller, Town Administrator

ORDINANCE NO. 2021-02

STATE OF SOUTH CAROLINA)	
)	AN ORDINANCE TO ESTABLISH
COUNTY OF HAMPTON)	A FAIR HOUSING POLICY
)	IN THE TOWN OF ESTILL
TOWN OF ESTILL)	

WHEREAS, Town Council has determined that the Town governance should be in conformity and co-existent with Federal and State law pertaining to fair housing; Now, therefore

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS OF ESTILL, IN TOWN COUNCIL ASSEMBLED:

SECTION 1. There is hereby enacted the following:

ARTICLE 1 -

State Law reference— the South Carolina Fair Housing Law, S.C. Code 1976, § 31-21-10 et seq

§ 10-01. - Short title.

This Ordinance shall be known as the Fair Housing Ordinance.

§ 10-02. - Policy.

It is the policy of the Town that no person shall be discriminated against in the sale or rental of housing on the basis of race, color, religion, sex, age, national origin, familial status or handicap.

§ 10-03. - Definitions.

The definitions of terms in 42 USC §3602, and successor provisions, shall apply to the use of those terms in this division, *mutatis mutandi*. Except where the context clearly indicates otherwise, the following terms as used in this division shall have the following meanings.

a. Discrimination means any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, or any other act or practice of differential or preference in the treatment of a person or persons because of race, color, religion, national origin, age, sex, familial status, or handicap, or the aiding, abetting, inciting, coercing or compelling thereof.

- b. *Housing accommodations* means a building, structure, lot or part thereof which is used or occupied as a home or residence of one or more individuals.
- c. *Real estate broker or real estate salesman* mean an individual who, on behalf of others, for a fee, commission, salary or other valuable consideration, or who with the intention or expectation of receiving or collecting such consideration, lists, sells, purchases, exchanges, rents or leases real estate, or the improvements thereon, including options, or who negotiates or attempts to negotiate on behalf of others such an activity; or who advertises or holds themselves out as engaged in such activities; or who negotiates or attempts to negotiate on behalf of others a loan secured by mortgage or other encumbrances upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose, or an individual employed by or acting on behalf of any of these.
- d. *Real estate operator* means any individual or combination of individuals, labor unions, joint apprenticeship committees, partnerships, associations, corporations, legal representatives, mutual companies, joint stock companies, trust, incorporated organizations, trustees in bankruptcy, receivers or other legal or commercial entity, the Town or county or any of its agencies, or any owner of real property that is engaged in the business of selling, purchasing, exchanging, renting or leasing real estate, or the improvements thereof, including options, or that derived income, in whole or in part, from the sale, purchase, exchange, rental or lease of real estate; or an individual employed by or acting on behalf of any of these.
- e. *Real property* means buildings, structures, real estate, lands, tenements, leaseholds, cooperatives, condominiums, mobile homes, and hereditaments, or any interest in such buildings, structures, real estate, lands, tenements, leaseholds, cooperatives, condominiums, mobile homes, and hereditaments.

§ 10-04. - Purposes; construction and effect.

The general purposes of this section are:

1. To provide for execution within the Town of the applicable policies embodied in Title VIII of the Federal Civil Rights Act of 1968, as amended, (Fair Housing Act). To safeguard individuals within the Town from discrimination in housing opportunities because of race, color, religion, age, national origin, sex, familial status, or handicap; to protect their interest in personal dignity and freedom from humiliation; to preserve the public health and general welfare; and to further the interests, rights, and privileges individuals within the Town.
2. Nothing contained in this division shall be deemed to repeal any other ordinance of the Town relating to discrimination because of race, color, religion, age, national origin, sex, familial status, or handicap.

§ 10-05. - Unlawful housing practices.

It is an unlawful practice for a real estate owner or operator or for a real estate broker, real estate salesman, or any individual employed by or acting on behalf of any of such persons to:

1. Refuse to sell, exchange, rent or lease or otherwise deny to or withhold real property from an individual because of his or her race, color, age, religion, national origin, sex, familial status, or handicap;
2. Discriminate against an individual because of his race, color, age, religion, national origin, sex, familial status, or handicap, in terms, conditions, or privileges of the sale, exchange, rental or lease of real property or in the furnishings of facilities or services in connection therewith;
3. Refuse to receive or transmit a bona fide offer to purchase, rent, or lease real property from an individual because of his race, color, age, religion, national origin, sex, familial status, or handicap;
4. Refuse to negotiate for the sale, rental, or lease of real property to an individual because of his race, color, religion, national origin, sex, familial status, or handicap;
5. Represent to an individual that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to refuse to permit an individual to inspect real property because of his race, color, religion, age, national origin, sex, familial status, or handicap;
6. Print, circulate, post, or mail or cause to be printed, circulated, posted or mailed an advertisement or sign, or to use a form of application for the purchase, rental, or lease of real property, or to make a record of inquiry in connection with the prospective purchase, rental, or lease of real property, which indicates, directly or indirectly, a limitation, specification, or discrimination as to race, color, religion, race, national origin, sex, familial status, or handicap, or an intent to make such a limitation, specification or discrimination;
7. Offer, solicit, accept, use or retain a listing of real property for sale, rental, or lease with the understanding that an individual may be discriminated against in the sale, rental, or lease of that real property or in connection therewith because of race, color, age, religion, national origin, sex, familial status, or handicap; or
8. Otherwise deny to or withhold real property from an individual because of race, color, religion, age, national origin, sex, familial status, or handicap.

§ Sec. 10-06. - Blockbusting.

It is an unlawful practice for a real estate owner or operator, a real estate broker, a real estate salesman, a financial institution, an employee of any of these, or any other person, for the purpose of inducing a real estate transaction from which that person may benefit financially:

1. To represent that a change has occurred or will or may occur in the composition with respect to race, color, religion, age, national origin, sex, familial status, or

- handicap of the owners or occupants in the block, neighborhood, or areas in which the real property is located; or
2. To represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood, or area in which the real property is located.

§ 10-07. - Exemptions from housing provisions.

Nothing in §10-05 shall apply:

1. To the rental of housing accommodations in a building which contains housing accommodations for not more than four families living independently of each other, if the owner or family member of his family resides in one of the housing accommodations;
2. To the sale of single-family dwellings provided that the owner is a private individual who does not own more than three such single-family houses, does not advertise the sale or rental of such houses in a newspaper, magazine, or advertising circular, and does not employ the services of a real estate operator, real estate broker, or real estate salesman;
3. To the rental of one-room or one-room units in a housing accommodation by an individual if the owner or a member of the owner's family resides therein; or
4. A religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or giving preference to such persons, unless membership in such a religion is restricted on account of race, color, age, national origin, sex, familial status, or handicap.

§ 10-08 - Complaints.

All complaints of violations of this division shall be made, referred, and reported to the state human affairs commission for the purpose of the commission receiving, reviewing, and resolving the complaint pursuant to the powers granted it by the laws of this state. All such complaints also shall be reported to the Town manager for informational purposes.

§ 10-09. - State fair housing law.

This division shall not establish or be construed to establish any requirements or prohibitions different or greater than those in the South Carolina Fair Housing Law, S.C. Code 1976, § 31-21-10 et seq. In the event of any conflict between the provisions of this division and those of the South Carolina Fair Housing Law, the latter provisions shall control.

§ 10-10. - Conspiracy to violate this division unlawful.

It shall be an unlawful practice for a person, or for two or more persons to conspire:

1. To retaliate or discriminate in any manner against a person because he or she has opposed a practice declared unlawful by this division, or because he or she has made a charge, filed a complaint, testified, assisted or participated in any manner in any investigation, or proceedings, or hearings under this division;
2. To aid, abet, incite, compel or coerce a person to engage in any of the acts or practices declared unlawful by this division;
3. To obstruct or prevent a person from complying with the provisions of this division or any order issued thereunder; or
4. To resist, prevent, impede, or interfere with the enforcing agent or officials, housing board of appeal, or any of its members or representatives in the lawful performance of duty under this division.

SECTION 2. Provisions in other Town Ordinances, Resolutions, Policies or by-laws in conflict with this Ordinance are hereby repealed.

SECTION 3. Severability. The section, subsections, paragraphs, sentences, clauses and phrases or this Ordinance are severable, and if any phrase, clause, sentence, paragraph, section or subsection herein shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the section and any of the remaining phrases, clauses, sentences, paragraphs and subsections herein, since the same would have been enacted by council without the incorporation of any such unconstitutional or invalid phrase, clause, sentence, paragraph, section or subsection.

SECTION 4. Repealer. The provisions of this Ordinance shall prevail and control in the event of any inconsistency between the provisions hereof and other Ordinances, rules and regulations of the Town.

SECTION 5. Effective Date.

This Ordinance shall become effective on the approval of Council.

FIRST READING: February 10, 2021

SECOND READING: _____, 2021

BE IT ENACTED, this the ____ day of _____, 2021, as witness our hands and seals, in Council done, at Estill, South Carolina.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

J. Martin Harvey, Town Attorney



Town of Estill Agenda Item – D

Approval of Emergency Ordinance 2021-04 to extend COVID-19 Related measures for an additional 60 days.

Background: Ordinance 2021-01 expires on March 20, 2021. This Ordinance will extend the measures in place for an additional 60 days.

Attachments: Ordinance

Recommendation: Approval of Emergency Ordinance 2021-04 to extend COVID-19 Related measures for an additional 60 days.

Presented by: Caryn Miller, Town Administrator

STATE OF SOUTH CAROLINA) AN EMERGENCY ORDINANCE TO
) TEMPORARILY SUSPEND THE NORMAL
) OPERATING PROCEDURES OF ESTILL TOWN
) COUNCIL MEETINGS AND TO AUTHORIZE
) THE ESTILL TOWN ADMINISTRATOR TO
COUNTY OF HAMPTON) DEVELOP AND ENACT A PLAN IN ORDER TO
) ENSURE CONTINUITY IN THE DELIVERY OF
) GOVERNMENT SERVICES IN LIGHT OF THE
) COVID-19 OUTBREAK; AND MATTERS
) RELATED THERETO
TOWN OF ESTILL)

WHEREAS, the number of newly reported COVID-19 cases remain constant, Council has determined that the same public health concern that required extraordinary protective measures and vigilance that led to the adoption of Ordinance 04-2020, and 09-2020, and Ordinance 15-2020, Ordinance 16-2020 and Ordinance 2021-01 ; and

WHEREAS, Section 5-7-250 of the South Carolina Code of Laws empowers Council to enact emergency ordinances affecting life, health, or safety; and

WHEREAS, in light of the foregoing, Estill Town Council deems it proper and necessary to adopt this emergency ordinance in order to: (a) temporarily suspend the normal operating procedures of Estill Town Council; (b) to authorize the Estill Town Administrator to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak; and (c) authorize the Town of Estill Town Administrator to revoke special events permits for a temporary period;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Municipality of Estill, in Council assembled, that:

1. The Town of Estill temporarily suspends the normal operating procedures of Town Council meetings and hereby allows for the Mayor and Councilmembers to remotely

participate in voting and operational procedures by telephone or other means of electronic communication provided that the provisions of the South Carolina Freedom of Information Act are complied with.

2. The Town Administrator is authorized to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak.
3. The Town Administrator is authorized to cancel and revoke any special events permits issued prior to the date of this ordinance for events taking place for 60 days after this ordinance is enacted.
4. This emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance, whichever date is earlier.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF March , 2021

Corrin Bowers, Mayor

ATTEST:

Clerk of Council

APPROVED AS TO FORM:

J. Martin Harvey, Town Attorney
Introduced: March 10, 2021
Final Reading: March 10, 2021



Town of Estill Agenda Item – E

Approval of Ordinance 2021-05 to Amend the FY 2020-2021 Budget. First Reading.

Background: The Town usually amends the Budget in March to allow for recognition of grants received and the expenditures that go along with them. In addition, some line items are adjusted to reflect actual numbers.

Attachments: Ordinance and back up material related to changes made.

Recommendation: Approval of Ordinance 2021-05 to Amend the FY 2020-2021 Budget. First Reading.

Presented by: Caryn Miller, Town Administrator

ORDINANCE 2021-05

(STATE OF SOUTH CAROLINA
(ORDINANCE TO AMEND OPERATING & CAPITAL BUDGET
(FISCAL YEAR 2020-2021

BE IT ORDAINED, by the Estill Town Council that the budget for the municipality be amended to incorporate by (revenues) and (expenditures) as part of this Ordinance.

General Fund Operating & Capital Budget Revenue	TOTAL	<u>\$ 1,818,708</u>
General Fund Operating & Capital Budget Expenditures and Contingency	TOTAL	<u>\$ 1,818,708</u>
Operations & Maintenance (O & M) Operating & Capital Budget Revenue	TOTAL	<u>\$ 2,715,442</u>
Operations & Maintenance (O & M) Operating & Capital Budget Expenditures and Contingency	TOTAL	<u>\$ 2,715,442</u>
Refuse Fund Operating & Capital Budget Revenue	TOTAL	<u>\$ 117,750</u>
Refuse Fund Operating & Capital Budget Expenditures and Contingency	TOTAL	<u>\$ 117,750</u>
Projected Revenue All Funds 2020 - 2021 Operating & Capital Budget	TOTAL	<u>\$ 4,651,900</u>
Projected Expenditures All Funds 2020 - 2021 Operating & Capital Budget and Contingency	TOTAL:	<u>\$ 4,651,900</u>

WHEREAS, revenues and expenditures shall continue to comprise the total revenue and spending for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021; and,

WHEREAS, the rate of property taxation shall remain at 159 mills (0.159); and,

WHEREAS, the Local Option Sales Tax Credit Factor shall remain at 0.002377; and,

WHEREAS, property taxes, utility rates, and refuse rates shall continue to be based upon

SO ORDERED AND ORDAINED, the ____ day of _____ 2021 by the Estill Town Council being duly and lawfully assembled.

First Reading: March 11, 2021

Second Reading: _____, 2021

Effective Date: _____, 2021

ORDINANCE 2021-05

Corrin F. Bowers, III, Mayor

Attest:

Town Clerk

(Seal)

Town Attorney as To Form:

J. Martin Harvey, Town Attorney

TOWN OF ESTILL
GENERAL FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
REVENUES					
1 Operating Grants	10,594	**	-	10,594	10,594
2 Non-Operating Grants	15,550	2%	653,240		653,240
3 Property Taxes	185,012	42%	444,153	(14,417)	429,736
4 Vehicle Taxes	26,736	59%	45,366		45,366
5 Business License	9,718	19%	50,760		50,760
6 MASC	6,097	4%	139,191		139,191
7 Court Fines	38,464	71%	54,000		54,000
8 City Ordinance Fines	-	0%	2,400		2,400
9 Victim Advocate Fines	2,199	67%	3,276		3,276
10 Traffic School Fees	-	0%	140		140
11 Aid to Subdivision	24,183	48%	50,786		50,786
12 LOST - Property	52,210	40%	131,060		131,060
13 LOST - Municipal	29,212	44%	66,250		66,250
14 Merchants Inventory Tax	11,190	75%	14,920		14,920
15 Accommodations Tax	-	0%	15,000		15,000
16 Franchise Fees	1,125	1%	137,600		137,600
17 Towing Fees	1,200	26%	4,560	(2,280)	2,280
18 Development Services Fee	1,850	**	-	2,000	2,000
19 Miscellaneous Income	1,016	25%	4,000		4,000
20 Donations Income	2,400	120%	2,000	(1,600)	400
21 Fax & Copy Machine Use Income	3	3%	108	(99)	9
22 Building Rental Income	2,600	26%	10,000	(5,000)	5,000
23 Short-Term Vendors	-	0%	2,000	(2,000)	-
24 Admission Fees Income	-	0%	300	(300)	-
25 Election Filing Fees	-	0%	300		300
26 Interest Income - Bank Accts	91	61%	150		150
27 Proceeds from Sale of Assets	250	**	-	250	250
TOTAL REVENUES	421,700	23%	1,831,560	(12,852)	1,818,708

TOWN OF ESTILL
GENERAL FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
EXPENSES					
ADMINISTRATIVE					
28 Bonuses	271	100%	271		271
29 Payroll	17,617	56%	31,402		31,402
30 Payroll Tax - FICA	1,369	57%	2,423		2,423
31 Workers Compensation	687	69%	1,000		1,000
32 Retirement	2,506	50%	5,001		5,001
33 Contract Labor	-	0%	1,625		1,625
34 Supplies	961	32%	3,000		3,000
35 Insurance	10,585	126%	8,376	2,209	10,585
36 Fuel	517	13%	4,000	(1,000)	3,000
37 Administrative Fees	7,000	28%	25,000		25,000
38 Legal	13,162	51%	26,000		26,000
39 Audit Services	13,900	99%	14,100	(200)	13,900
40 Bookkeeping Services	5,376	58%	9,216		9,216
41 Other Professional Services	3,673	34%	10,923	492	11,415
42 Training and Workshops	770	19%	4,000		4,000
43 Telephone	5,403	54%	10,000		10,000
44 Per Diem - Employees	213	8%	2,759	(1,000)	1,759
45 Lodging	619	5%	12,000	(6,000)	6,000
46 Office Supplies	1,383	81%	1,700	700	2,400
47 Postage	1,473	57%	2,600		2,600
48 Dues and Subscriptions	5,109	76%	6,688		6,688
49 Advertising	451	23%	2,000		2,000
50 Dog Pound	2,498	50%	5,000		5,000
51 Bank Charges	146	53%	275		275
52 Penalties	256	**	-	256	256
53 Beautification	413	41%	1,000		1,000
54 Econ. Development	11,618	2%	545,445	(2,215)	543,230
55 Donations	100	17%	600		600
56 Repairs and Maintenance	3,470	48%	7,200		7,200
57 Lease Maintenance	1,459	33%	4,400		4,400
58 Land Lease	779	103%	756		756
59 Meals for Staff	36	5%	800		800
60 Miscellaneous Expense	25	3%	1,000		1,000
TOTAL ADMINISTRATIVE	113,845	15%	750,560	(6,758)	743,802

TOWN OF ESTILL
GENERAL FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
POLICE					
61 Bonuses	487	100%	487	-	487
62 Payroll	152,125	49%	311,189		311,189
63 Overtime	22,864	55%	41,648		41,648
64 Payroll Tax - FICA	12,727	52%	24,398		24,398
65 Workers Compensation	36,841	71%	51,630		51,630
66 Employee Insurance	29,309	71%	41,040	5,064	46,104
67 Retirement	28,855	43%	67,419		67,419
68 Contract Labor	1,530	34%	4,560	2,000	6,560
69 Utilities	986	58%	1,700		1,700
70 Supplies	1,407	35%	4,000		4,000
71 Uniforms	699	23%	3,000		3,000
72 Insurance	33,062	104%	31,936	1,126	33,062
73 Fuel	10,444	30%	35,000		35,000
74 Training and Workshops	1,647	110%	1,500	500	2,000
75 Inmate Housing	300	15%	2,000		2,000
76 Victim Advocate Expense	175	5%	3,276	-	3,276
77 Dispatching	17,834	54%	32,910		32,910
78 Telephone	12,322	52%	23,580		23,580
79 Per Diem - Employees	450	23%	2,000		2,000
80 Lodging	748	37%	2,000		2,000
81 Office Supplies	-	0%	500		500
82 Postage	78	39%	200		200
83 Dues and Subscriptions	4,179	80%	5,214		5,214
84 Bank Charges	48	67%	72		72
85 PD Equipment	7,814	186%	4,200	7,814	12,014
86 Equipment/Capital Improvements	-	0%	100,000		100,000
87 Repairs and Maintenance	18,591	62%	30,000		30,000
88 Lease Maintenance	591	25%	2,400		2,400
89 Meals for Staff	-	0%	275		275
90 Miscellaneous Expense	645	65%	1,000		1,000
91 Motorola Radios Lease	6,526	100%	6,526		6,526
92 PD Vehicles Loan	6,275	58%	10,758		10,758
TOTAL POLICE	409,559	48%	846,418	16,504	862,922

TOWN OF ESTILL
GENERAL FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
MUNICIPAL COURT					
93 Bonuses	108	100%	108	-	108
94 Payroll	25,993	58%	44,611	9,701	54,312
95 Overtime	31	9%	346		346
96 Payroll Tax - FICA	1,952	58%	3,356	741	4,097
97 Workers Compensation	94	30%	309		309
98 Employee Insurance	12,633	56%	22,463	(8,547)	13,916
99 Retirement	3,670	49%	7,445	1,034	8,479
100 Insurance	406	423%	96	310	406
101 Fuel	-	0%	500	(50)	450
102 Other Professional Services	1,400	58%	2,400		2,400
103 Training and Workshops	50	3%	1,500		1,500
104 Court Expense	23,294	66%	35,100	-	35,100
105 Telephone	38	**	-	300	300
106 Per Diem - Employees	-	0%	700		700
107 Lodging	-	0%	1,200		1,200
108 Office Supplies	49	10%	500		500
109 Postage	274	55%	500		500
110 Bank Fees	18	**	-	35	35
111 Dues and Subscriptions	2,436	111%	2,196	240	2,436
112 Equipment/Capital Improvements	-	0%	1,000	(1,000)	-
113 Miscellaneous Expense	10	**	-	50	50
TOTAL MUNICIPAL COURT	72,456	58%	124,330	2,814	127,144
FIRE					
114 Bonuses	4,505	80%	5,654	(1,149)	4,505
115 Payroll	1,654	58%	2,835	-	2,835
116 Bonuses for Volunteer Firemen	9,472	90%	10,500	(1,028)	9,472
117 Payroll Tax - FICA	471	73%	649	(87)	562
118 Workers Compensation	3,271	76%	4,320		4,320
119 Retirement	235	50%	469		469
120 Supplies	-	0%	1,000		1,000
121 Uniforms	-	0%	5,700		5,700
122 Insurance	6,777	116%	5,859	918	6,777
123 Fuel	305	51%	600		600
124 Training and Workshops	45	**	-		-
125 Telephone	2,392	89%	2,700	1,400	4,100
126 Repairs and Maintenance	478	8%	6,000		6,000
127 Lease Maintenance	423	106%	400	500	900
128 Miscellaneous Expense	5	**	-		-
TOTAL FIRE	30,033	64%	46,686	554	47,240

TOWN OF ESTILL
GENERAL FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
FALL FESTIVAL					
129 Payroll	-	0%	1,400	(1,400)	-
130 Payroll Tax - FICA	-	0%	107	(107)	-
131 Fall Festival Expense	-	0%	8,000	(8,000)	-
TOTAL FALL FESTIVAL	-	0%	9,507	(9,507)	-
BUILDING and GROUNDS					
132 Utilities	8,611	49%	17,500		17,500
133 Utilities - Library	4,652	65%	7,200	1,000	8,200
134 Supplies	-	0%	200		200
135 Pest Control	675	40%	1,700		1,700
136 Repairs and Maintenance	1,166	15%	8,000	2,000	10,000
TOTAL BUILDING and GROUNDS	15,104	44%	34,600	3,000	37,600
TOTAL EXPENSES	640,997	35%	1,812,101	6,607	1,818,708
SURPLUS/(DEFICIT)	(219,297)		19,459	(19,459)	-

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
REVENUES					
1 Operating Grants	14,692	**	-	14,692	14,692
2 Non-Operating Grants	-	**	-	750,000	750,000
3 Water Sales	347,735	42%	836,280	(264,405)	571,875
4 Sewer Sales	416,577	40%	1,030,200	(341,873)	688,327
5 Impact Fees	900	150%	600	300	900
6 Reconnect Fees	4,800	80%	6,000		6,000
7 Account Establishment Fees	75	42%	180		180
8 Penalties	15,996	57%	27,997		27,997
9 Returned Check Fee	105	50%	210		210
10 Land Rental Income	6,030	42%	14,510		14,510
11 Miscellaneous Income	17	**	-		-
12 Interest Income - Bank Accts	42	60%	70		70
13 Interest Income - Other Investment	5	0%	2,000	(1,990)	10
14 Proceeds from Sale of Assets	250	**	-	250	250
15 SRF Loan Proceeds	28,000	**	-	64,000	64,000
16 FEMA CDL Proceeds	-	**	-	576,421	576,421
TOTAL REVENUES	835,224	44%	1,918,047	797,395	2,715,442

TOWN OF ESTILL
OPERATIONS and MAINTENANCE FUND
BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
EXPENSES					
WATER & WASTEWATER					
17 Bonuses	596	100%	596	-	596
18 Payroll	236,661	60%	396,791	7,957	404,748
19 Overtime	1,141	28%	4,143		4,143
20 Payroll Tax - FICA	17,508	59%	29,472	797	30,269
21 Workers Compensation	16,478	65%	25,367		25,367
22 Employee Insurance	27,567	80%	34,398	7,825	42,223
23 Retirement	32,479	49%	66,395		66,395
24 Contract Labor	800	4%	18,000		18,000
25 Utilities	44,596	39%	114,000		114,000
26 Supplies	6,232	42%	15,000		15,000
27 Uniforms	6,418	54%	11,800		11,800
28 Chemicals	9,807	61%	16,000		16,000
29 Lab. Analysis	6,630	31%	21,708		21,708
30 Insurance	29,140	105%	27,796	1,344	29,140
31 Fuel	5,141	32%	16,000		16,000
32 Administrative Fees	-	**	-	48,224	48,224
33 Legal	9,391	55%	17,200		17,200
34 Audit Services	11,950	100%	12,000	(50)	11,950
35 Bookkeeping Services	5,376	58%	9,216		9,216
36 Consulting - WWTP	34,200	50%	68,400		68,400
37 Other Professional Services	3,175	31%	10,091		10,091
38 Training and Workshops	-	0%	1,000		1,000
39 Telephone	5,879	53%	11,000		11,000
40 Per Diem - Employees	-	0%	500		500
41 Lodging	-	0%	500		500
42 Office Supplies	1,468	86%	1,700	800	2,500
43 Postage	1,766	56%	3,180		3,180
44 DHEC Permits	7,535	52%	14,410		14,410
45 Dues and Subscriptions	853	46%	1,854		1,854
46 Advertising	1,834	122%	1,500	1,500	3,000
47 Bank Charges	273	39%	700	(265)	435
48 Equipment/Capital Improvements	-	0%	63,000		63,000
49 Water & Sewer Capital Improvements	-	**	-	739,276	739,276
50 Engineering	-	0%	30,000	(15,000)	15,000
51 Engineering Water/Sewer Study	28,000	**	-	64,000	64,000
52 Safety	-	0%	2,000		2,000
53 Repairs and Maintenance	98,347	54%	181,728		181,728
54 Lease Maintenance	1,872	43%	4,400		4,400
55 Equipment Rental	-	0%	500		500
56 Drug Test	1,300	**	-	2,000	2,000
57 Miscellaneous Expense	57	2%	3,000	(2,500)	500
58 Interest on Debt	40,180	52%	77,006		77,006

TOWN OF ESTILL
 OPERATIONS and MAINTENANCE FUND
 BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
59 Revenue Bond Principal	250,000	100%	250,000		250,000
60 2014 Backhoe Loader Principal	5,987	58%	10,352		10,352
TOTAL WATER & WASTEWATER	950,637	60%	1,572,703	855,908	2,428,611
STREETS					
61 Bonuses	54	50%	108	(54)	54
62 Payroll	25,033	55%	45,864		45,864
63 Overtime	219	48%	459		459
64 Payroll Fall Festival	-	0%	500	(500)	-
65 Payroll Tax - FICA	1,715	62%	2,784		2,784
66 Workers Compensation	5,990	94%	6,349	1,000	7,349
67 Employee Insurance	6,707	66%	10,208		10,208
68 Retirement	2,825	37%	7,671		7,671
69 Street Lights - Utilities	31,677	49%	64,404		64,404
70 Street Signs - Utilities	636	46%	1,380		1,380
71 Supplies	955	38%	2,500		2,500
72 Chemicals	-	0%	1,000		1,000
73 Insurance	6,568	105%	6,229	339	6,568
74 Fuel	4,240	33%	13,000		13,000
75 Equipment/Capital Improvements	-	0%	3,990		3,990
76 Repairs and Maintenance	7,200	34%	21,000		21,000
77 Equipment Rental	998	50%	2,000		2,000
78 Miscellaneous Expense	5	1%	1,000		1,000
79 Decorations	-	0%	2,000		2,000
TOTAL STREETS	94,822	49%	192,446	785	193,231
TOTAL EXPENSES	1,045,459	59%	1,765,149	856,693	2,621,842
SURPLUS/(DEFICIT)	(210,235)		152,898	(59,298)	93,600
DEBT SERVICE FUNDS					
80 Depreciation Account	21,000	58%	36,000		36,000
81 Contingency Account	33,600	58%	57,600		57,600
	54,600	58%	93,600	-	93,600

TOWN OF ESTILL
 REFUSE FUND
 BUDGET 2020-2021 REVISION 1

Expected percentage 58%

	<u>JAN YTD ACTUAL</u>	<u>% BUDGET</u>	<u>ORIGINAL BUDGET</u>	<u>REVISION 1</u>	<u>REVISED BUDGET</u>
REVENUES					
1 Sanitation Collections	67,673.62	57%	117,720.00		117,720.00
2 Interest Income - Bank Accts	16.42	55%	30.00		30.00
TOTAL REVENUES	67,690.04	57%	117,750.00	-	117,750.00
EXPENSES					
3 Refuse Disposal	48,431.61	58%	83,351.00		83,351.00
4 Yard Waste Disposal	1,747.80	49%	3,600.00		3,600.00
5 Insurance	679.00	50%	1,349.00		1,349.00
6 Fuel	-	0%	500.00		500.00
7 Audit Services	2,900.00	97%	3,000.00		3,000.00
8 Bookkeeping Services	2,688.00	58%	4,608.00		4,608.00
9 Bank Charges	59.08	118%	50.00		50.00
10 Repairs and Maintenance	-	0%	5,000.00		5,000.00
11 Miscellaneous Expense	-	0%	3,000.00		3,000.00
TOTAL EXPENSES	56,505.49	54%	104,458.00	-	104,458.00
SURPLUS/(DEFICIT)	11,184.55		13,292.00	-	13,292.00
RESERVE FUNDS					
12 Contingency Account	3,500.00	42%	8,400.00		8,400.00
	3,500.00	42%	8,400.00	-	8,400.00



Town of Estill Agenda Item – F

Discussion related to the Tower Lease with Alltel.

Background: Alltel brought forward an amendment to the lease agreement with us for the tower on the sprayfields property. The Town Attorney made several revisions to it and Staff consulted with someone in the field that does Tower Leases for a living. Our conclusion is to recommend the Town leave the lease as is and not amend it. The reason is because if the Town accepts it they are bound to it in perpetuity and at no charge to Alltel.

Attachments: None

Recommendation: Deny the amendment proposed by Alltel for the Tower Lease on Town property.

Presented by: Caryn Miller, Town Administrator



Town of Estill Agenda Item – G

Approval of Resolution 2021-04 approving the State of South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/ Recovery.

Background: This Agreement was presented to us by the County as an updated agreement. Staff has reviewed the Agreement.

Attachments: Resolution and Agreement

Recommendation: Approval of Resolution 2021-04 approving the State of South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/ Recovery.

Presented by: Caryn Miller, Town Administrator

RESOLUTION 2021-04

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ESTILL, SOUTH CAROLINA TO APPROVE THE STATE OF SOUTH CAROLINA STATEWIDE MUTUAL AID AGREEMENT FOR EMERGENCY AND DISASTER RESPONSE/ RECOVERY.

WHEREAS, WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Estill that the aforementioned Agreement for Statewide Mutual aid be executed.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ESTILL, SOUTH CAROLINA, AS FOLLOWS, TO WIT:

Section 1. The Mutual aid Agreement is therefore set as an attachment to this Resolution and becomes a part of the Resolution.

Section 2. That this Resolution be, and it is hereby ordered to be entered into the minutes of the Town Council of the Town of Estill, South Carolina, and to be in full force and effect immediately upon its passage and enactment according to law.

ADOPTED this _____ day of March, 2021

Corrin F. Bowers III, Mayor

ATTEST: _____
Clerk – Treasurer

APPROVED AS TO FORM:

Town Attorney

MOU
Attached

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. SCEMD - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. DISASTER - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. PARTICIPATING GOVERNMENT - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. WORK OR WORK-RELATED PERIOD - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

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

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: Hampton County

Chairman/Administrator:

By: 
Signature

Date: 2-16-2021

Rose Debsen-Elliott
Printed Name

Its: Administrator, Hampton County
Title

APPROVED AS TO FORM:

Office of the County Attorney

By: 
Signature

Date: 2/12/2021

Algeron Solomons
Printed Name

Signature Page (County)

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

**STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES**

Date: 2-8-2021

Name of Participating Government: Hampton County Emergency Management

Mailing Address: 703 2nd Street West

City, State, Zip Code: Hampton, SC 29924

Authorized Representatives to Contact for Emergency Assistance: Primary Representative:

Name: Susanne D. Peoples

Title: Emergency Management Director

Address: 703 2nd Street West Hampton, SC 29924

Day Phone: 803-914-2150

Night Phone: 803-942-0010 or 803-943-9261

Fax Number: 803-914-2154

Email: speeples@hamptoncountysc.org.org

1st Alternate Representative:

Name: Chris Altman

Title: Emergency Services Director

Address: 703 2nd Street West Hampton, SC 29924

Day Phone: 803-914-2152

Night Phone: 803-942-2704 803-943-9261

Fax Number: 803-914-2154

Email: caltman@hamptoncountysc.org

2nd Alternate Representative:

Name: Greg Cook

Title: Hampton County Fire Chief

Address: 703 2nd Street West Hampton, SC 29924

Day Phone: 803-914-2153

Night Phone: 803-842-9035

Fax Number: 803-914-2154

Email: gcook@hamptoncountysc.org

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
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2. Availability of additional resources:

3. Time limitations, if any:



Town of Estill Agenda Item – H

Approval of Resolution 2021-05 Approving the Mutual Aid Agreement between the Town of Estill and the Town of Yemassee for Police Services.

Background: This Agreement was presented to us by the Town of Yemassee. Staff has reviewed the Agreement. Police Chief Williams is in agreement that this is a good step to take.

Attachments: Resolution and Agreement

Recommendation: Approval of Resolution 2021-05 Approving the Mutual Aid Agreement between the Town of Estill and the Town of Yemassee for Police Services and allow the proper parties to execute it.

Presented by: Caryn Miller, Town Administrator

RESOLUTION 2021-05

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ESTILL, SOUTH CAROLINA TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT ASSISTANCE AND SUPPORT

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

WHEREAS, the Yemassee Police Department desires to enter into such an agreement with the Estill Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Estill that the aforementioned Intergovernmental Agreement for Law Enforcement Assistance

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ESTILL, SOUTH CAROLINA, AS FOLLOWS, TO WIT:

Section 1. The Intergovernmental Agreement for Law Enforcement Assistance and Support is therefore set as an attachment to this Resolution and becomes a part of the Resolution.

Section 2. That this Resolution be, and it is hereby ordered to be entered into the minutes of the Town Council of the Town of Estill, South Carolina, and to be in full force and effect immediately upon its passage and enactment according to law.

ADOPTED this _____ day of March, 2021

Corrin F. Bowers III, Mayor

ATTEST: _____
Clerk – Treasurer

APPROVED AS TO FORM:

Town Attorney

Agreement Attached

Colin J Moore

Mayor

Peggy Bing-O'Banner

Mayor Pro Tempore

Matthew Garnes

Town Clerk



Council Members

Michelle Hagan

Charlie Simmons

Alfred Washington

Town Council Agenda Item

Subject: Resolution 21-06, Consideration of a Resolution to Approve an Intergovernmental Agreement for Mutual-Aid between the Town of Yemassee and the Town of Estill for Law Enforcement Services.

Department: Police

Attachments:

Ordinance Resolution Motion

Support Documents Other

Summary: The Police Department desires to enter in to an IGA to authorize the execution of a Mutual-Aid Agreement between the Town of Yemassee and the Town of Estill for Law Enforcement Services

Recommended Action: Town Council approve resolution authorizing the execution of the IGA for Law Enforcement Services.

Council Action:

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

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

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT FOR
) LAW ENFORCEMENT ASSISTANCE AND
) SUPPORT
COUNTY OF HAMPTON)

This agreement is made and entered into this 9th day of February 2021, by and between the Yemassee Police Department, 101 Town Cir, Yemassee, SC 29945, and the Estill Police Department, 323 Martin Luther King, Jr Blvd S, Estill, SC 29918.

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

WHEREAS, the Yemassee Police Department desires to enter into such an agreement with the Estill Police Department for the purposes of securing to each other the benefits of mutual aid in the event of a natural disaster, disorder, special events, emergency situations and any other law enforcement activities;

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

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

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

1. Vesting of Authority & Jurisdiction

- a. To the fullest extent permitted by the constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may still exist between the agencies. The assistance is to be rendered pursuant to this Agreement shall solely

granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

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

5. Personnel, Costs and Records

- a. Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personal and other usual records as to its assigned officers.
- b. Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. Requests for Information Pursuant to the South Carolina Freedom of Information Act

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

7. Compensation

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


8. Insurance

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

9. Employment Status

WITNESSES

Gregory Z. Alexander, Chief of Police
Yemassee Police Department

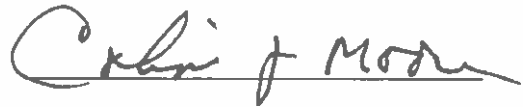


Matthew E. Games, Town Clerk
Town of Yemassee


Town of Estill / Estill Police Department

Alex David Williams, Chief of Police
Estill Police Department

Caryn Miller, Town Administrator
Town of Estill



Colin J. Moore, Mayor
Town of Yemassee



Peggy Bing-O'Banner, Mayor Pro-Tem
Town of Yemassee

Corrin F. Bowers III
Town of Estill

Witness
Town of Estill