



The Lowcountry's Hometown.

TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal
Complex, 118 Carolina Avenue
TUESDAY, DECEMBER 19, 2023 at 6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- 1. Minutes:** Regular Meeting of Council - November 14, 2023

REPORTS

- 2. Mayor's Report:** Michael A. Locklear
- 3. Administrator's Report:** Jeffrey V. Lord

NEW BUSINESS

- 4. Consideration:** Live Streaming Town Council Meetings
- 5. Consideration:** Demolition Assistance Bids for properties located at 509 E. Main Street, 132 President Circle, and 134 President Circle
- 6. Consideration:** Action to fill a vacancy on the Planning Commission, with an appointment from January 2024 to January 2028.

OLD BUSINESS

- 7. Second Reading and Public Hearing:** An Ordinance to amend the business license ordinance to update the class schedule as required by ACT176 of 2020.

PUBLIC INPUT - Public Input will be limited to 3 minutes per individual

EXECUTIVE SESSION - Council may take action regarding matters discussed

- 8. Discussion:** Personnel Matter related to an Appointed Official

ADJOURNMENT

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (843) 719- 7900 within 48 hours prior to the meeting in order to request such assistance.



TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal
Complex, 118 Carolina Avenue
TUESDAY, NOVEMBER 14, 2023 at 6:00 PM

MINUTES

CALL TO ORDER

The regular meeting of the Town Council was called to order by Mayor Pro-Tem David Dennis at 6:00 p.m.

Present:

Mayor Pro-Tem David A. Dennis, Jr.
Council Member DeWayne G. Kitts
Council Member James N. Law, Jr.
Council Member Latorie S. Lloyd
Council Member Chadwick D. Sweatman
Council Member James B. Ware, III

Staff Present:

John S. West, Town Attorney
Jeffrey V. Lord, Town Administrator
Marilyn M. Baker, Administrative Services Director/Clerk to Council
Justine H. Lovell, Finance Director
Rebecca T. Ellison, Recreation Director
R. Logan Faulkner, Public Service Director
Robert L. Gass, III, Fire Chief
Stephen G. Young, Police Chief
Lee W. Mixon, Jr., Police Captain
Justin S. Westbrook, Community Development Director
Rebecca Vetter, Business Development Manager
Mohamed A. Ibrahim, Technology Manager

Absent: Mayor Michael A. Locklear

INVOCATION

Invocation was delivered by Town Attorney, John S. West

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Council Member Latorie Lloyd.

PRESENTATIONS

1. **Proclamation:** South Carolina Native American Heritage Month

Mayor Pro-Tem Dennis read and presented a proclamation to representatives of the Varner Tribe proclaiming the month of November 2023 as South Carolina Native American Heritage Month.

APPROVAL OF MINUTES

2. **Minutes:** Regular Meeting of Council - October 17, 2023

Motion made by Council Member Law to approve the regular meeting minutes of October 17, 2023. Motion was seconded by Council Member Sweatman and approved unanimously as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Kitts, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

REPORTS

3. **Mayor's Report:**

In Mayor Locklear's absence, Mayor Pro-Tem Dennis reported the following:

- The Dorchester Children's Advocacy Center will hold a groundbreaking ceremony on Thursday, November 16th for the future Berkeley Children's Advocacy Center at 120 Executive Parkway in Moncks Corner.
- Wendy's Restaurant will hold their ribbon cutting on their new Foxbank location on Friday, November 17th.
- The Town's Annual Christmas In The Corner will be held on Thursday, November 30th from 6-8 p.m.
- The Town's 30th Annual Christmas Tree Lighting Program will be held on Friday, December 1st at 6 p.m.
- The Town's Annual Christmas Parade will be held on Saturday, December 2nd beginning at 6 p.m.

4. **Administrator's Report:** Jeffrey V. Lord

Administrator Lord reported the following:

- The Police Department has received the two Harley-Davidsons. They are currently being upfitted. Two of our officers will be training on the motorcycles before they are put in service.
- The restrooms at the Miracle League Field have received an order to proceed.
- The Town has a request for proposals for demolition services for three structures. Bids will be due December 8th @ 10 a.m.

NEW BUSINESS

5. **Consideration of Bids:** Lease Purchase - 2024 Ford F750 Sanitation Truck

Administrator Lord explained that Council included the purchase of a sanitation truck in the FY 2024 budget. Due to growth, another truck is needed to meet the increase in demand. Staff received three bids for the purchase of a new sanitation truck as follows:

- Carolina International Trucks – 2025 MV607 SBA Rear Loader GVWR 25500 \$189,774 with a delivery date of 06/25/2024.

- RDK Truck Sales – 2023 Ford F750-RL GVWR 21000 - \$202,166 – In Stock
- Amick Equipment Co. – 2024 Peterbilt 220 – 26000 GVWR - \$215,517 with a delivery date of 11/30/2023.

He requested authorization to purchase the 2023 Ford F750 from RDK Truck Sales in the amount of \$202,166. This truck is ready for immediate delivery. Receiving the truck now will help with the increase in demand for sanitation services. It will also serve as a backup when the other trucks are out of service.

Motion was made by Council Member Ware to approve purchasing the truck from RDK Truck Sales at \$202,166. Motion was seconded by Council Member Law. Motion to approve was unanimous as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Kitts, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

6. Consideration of Bids: Lease Purchase - Financing Options for a 2023 Ford F750 Sanitation Truck

Administrator Lord explained that Council approved a lease purchase for a new sanitation truck in the FY 2024 Budget. Staff solicited bids from local banks for financing the sanitation truck through a lease purchase. 7 banks were contacted, two responded. Farmers and Merchants Bank and First Citizens Bank offering monthly and quarterly payments over 5, 7 and 10 year terms with several options of interest rates.

Staff requested that the bid be awarded to First Citizens Bank for a 5-year term at 5.19% and quarterly payments. The FY 2024 Budget allowed for a \$45,000 annual payment. The payment to First Citizens will be below the budgeted amount.

Motion was made by Council Member Law to award the bid to First Citizens Bank for 5-years @ 5.19% with quarterly payments. Administrator Lord to execute the contract for financing. The amount financed \$202,166. Motion was seconded by Council Member Sweatman. Motion to approve was unanimous as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Kitts, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

7. First Reading: An Ordinance to amend the business license ordinance to update the class schedule as required by ACT176 of 2020.

Administrator Lord and staff explained that municipalities levying a business license tax must adopt by ordinance, the latest standardization business license class schedule as recommended by the MASC and adopted by the Director of the Revenue and Fiscal Affairs Office. Changes include amendments to the rate class schedules, changes to the NAICS Codes for Class 8.3 (Telephone Companies), Class 8.6 (Billiard or Pool Table Establishments) and Class 9.41 and 9.42 (Seasonal and Peddlers). Changes will take effect May 1, 2024.

Motion was made by Council Member Law to approve the changes as required by Act 176 of 2020. Motion was seconded by Council Member Sweatman. Motion to approve was unanimous as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Kitts, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

OLD BUSINESS

Old Business: There is no old business to be brought before Council.

PUBLIC INPUT

Joe Clemons of 2202 Addidas Street, Eutawville, SC expressed concerns that the police department was not assisting him with an alleged crime that his name was forged on an insurance policy by a local insurance agent.

EXECUTIVE SESSION

8. **Discussion:** Discuss a Personnel Matter

Motion was made by Council Member Ware to go into executive session to discuss personnel matter. Motion was seconded by Council Member Law and unanimously approved as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Lloyd, Council Member Kitts, Council Member Sweatman, Council Member Ware.

Out of Executive Session:

Motion was made by Council Member Law to go out of executive session and to reconvene to the regular meeting of Council. Motion was seconded by Council Member Sweatman and unanimously approved as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Lloyd, Council Member Kitts, Council Member Sweatman, Council Member Ware.

Reconvene:

Motion was made by Council Member Ware to reconvene to the regular meeting of Council. Motion was seconded by Council Member Law and unanimously approved as follows:

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Lloyd, Council Member Kitts, Council Member Sweatman, Council Member Ware.

Motion was made by Councilmember Ware to increase employees Christmas Bonus from \$400 for full time employees to \$600 and from \$200 to \$300 for part time employees. Staff will follow the same protocol in distributing bonuses under the guidelines as in prior years.

ADJOURNMENT

Motion was made by Council Member Ware, seconded by, Council Member Law to adjourn the regular meeting of Council. The meeting was adjourned at 7:03 p.m. Motion was approved unanimously as follows.

Voting Yea: Mayor Pro-Tem Dennis, Council Member Law, Council Member Lloyd, Council Member Kitts, Council Member Sweatman, Council Member Ware

A copy of this meeting's agenda was e-mailed to the Post and Courier, The Berkeley Independent, Live 5 News, Channel 4, Channel 2, and The News Journal Scene. As required, the agenda was posted on the Municipal Complex bulletin board and the Town Website at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

Marilyn M. Baker/Clerk to Council

December 19, 2023

DATE



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

12/12/2023

Jeff Lord
Administrator
Town of Moncks Corner, South Carolina

Dear Jeff:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

TOWN OF MONCKS CORNER REGULAR MEETING
Tuesday, December 19, 2023

Title: Consider Live-Streaming Town Council Meeting

Background: Staff was asked to research options for live-streaming Town Council meetings.

We have two estimates to have a live-streaming solution for any activity in the courtroom:

- 1- Upgrading the current system to support this feature, will give us a little room to expand in the future. By upgrading the existing decoder and mixer with a higher-level one to support new channels for the live-streaming feature. The disadvantage is that recording and streaming will be down if the recording system is down for any reason. \$14,500
- 2- The second solution is a standalone system for live streaming over Wi-Fi only. It is linked to social media using its decoder and camera. It will be controlled using a local decoder and a web access portal. The disadvantage is that we will have to deal with two systems for the recording and live-streaming (the County and Hanahan are using it for council meeting live streaming): \$6,500

If Council wishes to live-stream Council Meetings, the first option is more expensive and will need someone managing the feed but offers the most functionality.

The second option is less expensive and easier to implement but offers limited functionality for the viewers.

Exhibits:

1. None

Funding: This is an unbudgeted expense and will need to be incorporated in a future budget adjustment which will reduce the General Fund balance.

City Council action requested: Decide if the Town should begin live-streaming Council meetings and if so which option should be used.

Staff recommendation: If Council wants to live-stream Council meetings approve implementing an upgrade to our current system for \$14,500.

TOWN OF MONCK'S CORNER REGULAR MEETING
Tuesday December 19th, 2023

Title: The Demolition of three properties Under the Town's Voluntary Demolition Assistance Program

Background: The Town has received three additional requests for demolition assistance.

The three properties bid were 509 E. Main Street, 132 President Circle, and 134 President Circle.

Town staff solicited bids directly and, on our website, and received interest from six firms and responses from three.

Bidder	509 E. Main Street	132 President Circle	134 President Circle	Total Bid
Kennedy's Grading and Excavation	\$24,500	\$9,250	\$9,250	\$24,500
Icon Construction	\$8,896	\$5,537	\$5,537	\$19,970
Lawrence Construction	\$14,000	\$8,500	\$9,500	\$32,000
Lowest Bid	\$8,896	\$5,537	\$5,537	\$19,970

Therefore, Icon Construction is the lowest bid for all properties.

Exhibits: 1.) Applications
2.) Site Pictures

Funding: Abatement and Improvement Fund

Town Council action requested: Consider authorizing the demolition of 509 E. Main Street, 132 President Circle, and 134 President Circle and accepting the low bids from Icon Construction for the demolition.

Staff recommendation: Authorize the demolition of 509 E. Main Street, 132 President Circle, and 134 President Circle and accept the low bids from Icon Construction for the demolition.

132 President Circle



134 President Circle



509 E Main Street



509 E Main Street



Moncks Corner Demolition Assistance Program Application

Name of Property Owner: Ronald M. Neil III

Address of Property Owner: 217 Wall Street, Moncks Corner, SC 29461

Primary Phone: 843.471.9779 E-mail Address: rneil217@gmail.com

Address of Property to be Demolished: 132 President Circle

Please Describe the Structure (age, specific concerns, etc.): Property
structure is over 60 years old, dilapidated and beyond
repair.

Why Are you Seeking Aid from the Town in the Demolition of this Structure?

The structure is dangerous. Plans are to demolish
structure and replace with new construction.

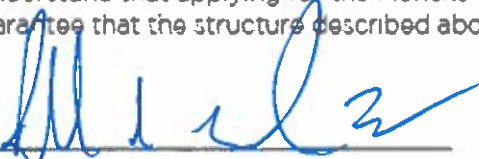
APPLICATION DETAILS

I certify that the property described above belongs, in whole or in part, to me and I am authorized to apply for demolition assistance program on behalf of any other owners.

I certify that the property is owned free and clear, and that no mortgages or liens have been placed against the property.

I understand that I may be required to pay up to 10% of the cost of the demolition (up to \$1,000) to help defray the total cost of demolition. Final payment amount will be determined based on cost of project and my ability to pay.

I understand that applying for the Moncks Corner Demolition Assistance Program is no guarantee that the structure described above will be demolished as part of the program.


Signature

7/5/23
Date

Moncks Corner Demolition Assistance Program Application

Name of Property Owner: Ronald M. Neil III

Address of Property Owner: 217 Wall Street, Moncks Corner, SC 29461

Primary Phone: 843.471.9779 E-mail Address: rneil217@gmail.com

Address of Property to be Demolished: 134 President Circle

Please Describe the Structure (age, specific concerns, etc.): Property
structure is over 60 years old, dilapidated and beyond
repair

Why Are you Seeking Aid from the Town in the Demolition of this Structure?

The structure is dangerous. Plans are to demolish
structure and replace with new construction

APPLICATION DETAILS

I certify that the property described above belongs, in whole or in part, to me and I am authorized to apply for demolition assistance program on behalf of any other owners.

I certify that the property is owned free and clear, and that no mortgages or liens have been placed against the property.

I understand that I may be required to pay up to 10% of the cost of the demolition (up to \$1,000) to help defray the total cost of demolition. Final payment amount will be determined based on cost of project and my ability to pay.

I understand that applying for the Moncks Corner Demolition Assistance Program is no guarantee that the structure described above will be demolished as part of the program.

Ronald M. Neil III
Signature

7/5/23
Date

Moncks Corner Demolition Assistance Program

Statement of Payment Ability

Property Owner: Ronald M. Neil III
 Subject Property Address: 132 & 134 President Circle, Moncks Corner, SC 29461
 Subject Property TMS: 142-08-04-006 & 142-08-04-007
 Demolition Cost: \$11,000.00

Town of Moncks Corner staff has bid out the demolition of the above property, as per your request dated 9/6/2023. As part of that request, the property owner acknowledged that he or she may be required to pay up to 10% of the cost of demolition – up to a maximum of \$1,000 – to help defray the total cost of demolition. This final payment amount is determined by the cost of the project and the property owner’s ability to pay.

Based on the cost of demolition, above, a 10% fee equates to \$ 1000.00.

I, Ronald M. Neil III, do hereby state that I will pay an amount equal to \$ 1000.00 to help defray the cost of the demolition of the above-referenced property. This payment amount has been found acceptable by Town Staff, as acknowledged below.

<u>Ronald M. Neil III</u>		<u>[Signature]</u>	
Property Owner's Signature	Date	Staff Signature	Date
	<u>Sept. 8th 2023</u>		

Staff Name


Conditional Demolition Agreement

This Conditional Demolition Agreement (the "Agreement") is entered into as of this ___ day of July 2023 by and between Ronald M. Neil III of 217 Wall Street, Moncks Corner, South Carolina 29461 (the "Seller") and Amplified Development Solutions LLC or assigns having its principal place of business located at 5501 Indigo Fields Boulevard, North Charleston, South Carolina 29418 (the "Buyer"). For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Seller agrees to sell and Buyer agrees to buy Property described in "Real Estate Purchase Agreement", Exhibit A attached hereto and made a part hereof, on a condition of Seller applying for "Moncks Corner Demolition Assistance Program" (the "Program").
- 2. Buyer shall be responsible for 10% of the cost of demolition, and no more than \$1,000 as indicated by the Program if the Property is demolished prior to the expiration date of Real Estate Purchase Agreement.
- 3. By executing this Agreement, Seller grants Buyer the authority to act as his agent regarding the demolition of the entire footprint of improvements located at 132 President Circle, Moncks Corner, SC 29461.
- 4. Seller agrees to execute all documents as may be required of The Town of Moncks Corner to perfect this Agreement.
- 5. Seller shall be held harmless from any liabilities as a result of the perfection of this Agreement.
- 6. Seller and Buyer agree that no structure to be demolished unless all structures on Property are uninhabited.
- 7. Seller will make the Property accessible for Demolition.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as true to the best of their knowledge/belief.

SELLER:



Ronald M. Neil III

BUYER:

Amplified Development Solutions LLC

By: 
Jennings Jackson, Jr., President

By: 
Melvin Smith, Secretary/Treasurer

Conditional Demolition Agreement

This Conditional Demolition Agreement (the "Agreement") is entered into as of this ___ day of July 2023 by and between Ronald M. Neil III of 217 Wall Street, Moncks Corner, South Carolina 29461 (the "Seller") and Amplified Development Solutions LLC or assigns having its principal place of business located at 5501 Indigo Fields Boulevard, North Charleston, South Carolina 29418 (the "Buyer"). For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to buy Property described in "Real Estate Purchase Agreement", Exhibit A attached hereto and made a part hereof, on a condition of Seller applying for "Moncks Corner Demolition Assistance Program" (the "Program").
2. Buyer shall be responsible for 10% of the cost of demolition, and no more than \$1,000 as indicated by the Program if the Property is demolished prior to the expiration date of Real Estate Purchase Agreement.
3. By executing this Agreement, Seller grants Buyer the authority to act as his agent regarding the demolition of the entire footprint of improvements located at 134 President Circle, Moncks Corner, SC 29461.
4. Seller agrees to execute all documents as may be required of The Town of Moncks Corner to perfect this Agreement.
5. Seller shall be held harmless from any liabilities as a result of the perfection of this Agreement.
6. Seller and Buyer agree that no structure to be demolished unless all structures on Property are uninhabited.
7. Seller will make the Property accessible for Demolition.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as true to the best of their knowledge/belief.

SELLER:



Ronald M. Neil III

BUYER:

Amplified Development Solutions LLC

By: 
Jennings Jackson, Jr., President

By: 
Melvin Smith, Secretary/Treasurer

State of South Carolina)
)
Town of Moncks Corner)

Affidavit of Release

IN RE: 132 President Cir. Moncks Corner, SC.

PROPERTY ADDRESS AND TAX MAP NUMBER

The undersigned, being duly sworn, hereby states and affirms as follows:

My name is Jennings Jackson Jr. of Amplified and I reside at Development Solutions, LLC. c/o Ronald M. Neal III

I own the property named above and am authorized to make decisions concerning the same. Other owners or persons claiming a legal interest in the property (mortgages, lien holders, etc.) are

Jennings Jackson Jr. of Amplified Development Solutions LLC.
Condition Demolition Agreement between Ronald M. Neal III

There are burned or dilapidated building(s), structure(s) or debris on said property. The dilapidated building(s) structure(s) or debris on the property are unsightly and detrimental to local efforts to clean up and beautify this community. I understand that they may also constitute a public nuisance or threat to public health and safety.

I want to support the Town of Moncks Corner, South Carolina in its efforts to beautify the Town and join in the effort to make this community a safer and cleaner place to live. Accordingly, I hereby request that the Town of Moncks Corner, South Carolina assist me by removing the above referenced dilapidated building(s) structure(s) or debris from my property. I understand that, at this time, I am not required or obligated to remove these building(s), structure(s), or debris, and my request is freely and voluntarily made.

In consideration of the above, I hereby authorize the Town of Moncks Corner, South Carolina and its employees, agents, designees, and representatives to enter on the real property noted above to demolish the following building(s) and/or structure(s) and remove the remains of the same or debris from the property:

HOUSE

I further authorize the clearing of the property and the removal of trash and debris from the property as deemed necessary, fit, or proper by the person(s) demolishing and removing the identified building(s) and/or structure(s) from my property.

I understand that the Town of Moncks Corner, South Carolina is under no obligation to provide this service to me and this offer may be withdrawn prior to performance for any or no reason.

Knowing all of the above, I freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees of the same from any and all liability and responsibility for any and all liability, damages, claims, or legal actions by me, my family, or any third party which may arise, directly or indirectly, from acts and activities described herein. I specifically, freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees from any and all liability, damages, claims, or legal action by me, my family, or any third party which may arise out of the entering upon the real property or the demolishing or removal of the building(s), structure(s) and/or debris named herein. This release from liability includes but is not limited to claims of personal or physical injury, claims as to the quality or timeliness of performance, and/or claims arising out of the condition or value of the real property or any structure thereon.

SIGNED: Jennings Jackson of Amplified Development Solutions
PRINT NAME: Jennings Jackson
DATE: Sept. 8th 2023

State of South Carolina)
)
Town of Moncks Corner)

Affidavit of Release

IN RE: 134 President Cir, Moncks Corner, SC.

PROPERTY ADDRESS AND TAX MAP NUMBER

The undersigned, being duly sworn, hereby states and affirms as follows:

My name is Jennings Jackson Jr. of Amplified and I reside at
Development Solution, LLC c/o Ronald M. Neil III

I own the property named above and am authorized to make decisions concerning the same. Other owners or persons claiming a legal interest in the property (mortgages, lien holders, etc.) are

Jennings Jackson Jr., & Amplified Development Solution LLC.
Conditional Demolition Agreement between Ronald M. Neil III

There are burned or dilapidated building(s), structure(s) or debris on said property. The dilapidated building(s) structure(s) or debris on the property are unsightly and detrimental to local efforts to clean up and beautify this community. I understand that they may also constitute a public nuisance or threat to public health and safety.

I want to support the Town of Moncks Corner, South Carolina in its efforts to beautify the Town and join in the effort to make this community a safer and cleaner place to live. Accordingly, I hereby request that the Town of Moncks Corner, South Carolina assist me by removing the above referenced dilapidated building(s) structure(s) or debris from my property. I understand that, at this time, I am not required or obligated to remove these building(s), structure(s), or debris, and my request is freely and voluntarily made.

In consideration of the above, I hereby authorize the Town of Moncks Corner, South Carolina and its employees, agents, designees, and representatives to enter on the real property noted above to demolish the following building(s) and/or structure(s) and remove the remains of the same or debris from the property:

HOUSE

I further authorize the clearing of the property and the removal of trash and debris from the property as deemed necessary, fit, or proper by the person(s) demolishing and removing the identified building(s) and/or structure(s) from my property.

I understand that the Town of Moncks Corner, South Carolina is under no obligation to provide this service to me and this offer may be withdrawn prior to performance for any or no reason.

Knowing all of the above, I freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees of the same from any and all liability and responsibility for any and all liability, damages, claims, or legal actions by me, my family, or any third party which may arise, directly or indirectly, from acts and activities described herein. I specifically, freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees from any and all liability, damages, claims, or legal action by me, my family, or any third party which may arise out of the entering upon the real property or the demolishing or removal of the building(s), structure(s) and/or debris named herein. This release from liability includes but is not limited to claims of personal or physical injury, claims as to the quality or timeliness of performance, and/or claims arising out of the condition or value of the real property or any structure thereon.

SIGNED: Jennings Jackson Jr. of Amplified & Development Solutions

PRINT NAME: Jennings Jackson Jr.

DATE: Sept. 8th 2023

Moncks Corner Demolition Assistance Program Application

Name of Property Owner: Heidi Lynn Henes (Burton)
 Address of Property Owner: 214 Sugarhouse Court Apt. 107, Moncks Corner, SC 29461
 Primary Phone: 970-691-4735 E-mail Address: heidilynhenes@gmail.com
 Address of Property to be Demolished: 509 E Main St., Moncks Corner, SC 29461

Please Describe the Structure (age, specific concerns, etc.): Property has set for a very long time untouched or lived in. The homeless have made this their shelter and it has become an isor in the community. House and shed are well out of sensible and affordable repair.
 Why Are you Seeking Aid from the Town in the Demolition of this Structure?
We are seeking assistance so that we can have the property cleaned and build a new home in its place. The rest of the property will be cleaned by the property owner for future builds and additions.

APPLICATION DETAILS

I certify that the property described above belongs, in whole or in part, to me and I am authorized to apply for demolition assistance program on behalf of any other owners.

I certify that the property is owned free and clear, and that no mortgages or liens have been placed against the property.

I understand that I may be required to pay up to 10% of the cost of the demolition (up to \$1,000) to help defray the total cost of demolition. Final payment amount will be determined based on cost of project and my ability to pay.

I understand that applying for the Moncks Corner Demolition Assistance Program is no guarantee that the structure described above will be demolished as part of the program.

Heidi Lynn Henes
 Signature

7-17-2023
 Date



How it Works

- Buildings will be identified by Town staff or by application from the owner
- The property must be owned free and clear—no mortgages or liens
- Property owner will only pay up to 10% of the cost of demolition, and no more than \$1,000
- Property remains with the owner—the Town **DOES NOT** take possession

Demolition Process

- The entire footprint of the building is removed including steps, porches, chimneys, pier supports, concrete slabs, and parking areas
- The low-bid contractor is responsible for all permits and landfill disposal fees, including asbestos disposal in a lined landfill
- All phases of the demolition will be inspected to ensure that all materials have been removed properly
- After demolition is complete, the property owner must maintain the property by keeping the lot regularly mowed

Moncks Corner Demolition Assistance Program

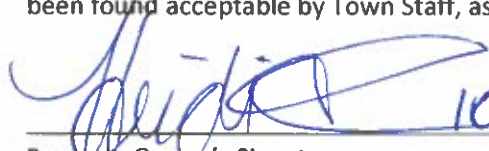
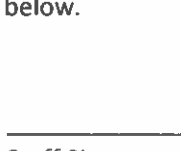

Statement of Payment Ability

Property Owner: DCH Management LLC
 Subject Property Address: 509 E Main Street, Moncks Corner, SC 29461
 Subject Property TMS: 142-08-01-022
 Demolition Cost: \$15,000.00

Town of Moncks Corner staff has bid out the demolition of the above property, as per your request dated 9/6/2023. As part of that request, the property owner acknowledged that he or she may be required to pay up to 10% of the cost of demolition – up to a maximum of \$1,000 – to help defray the total cost of demolition. This final payment amount is determined by the cost of the project and the property owner’s ability to pay.

Based on the cost of demolition, above, a 10% fee equates to \$ 1000.00.

I, Heidi Burton, do hereby state that I will pay an amount equal to \$ 1000.00 to help defray the cost of the demolition of the above-referenced property. This payment amount has been found acceptable by Town Staff, as acknowledged below.

	<u>10-4-2023</u>		
Property Owner’s Signature	Date	Staff Signature	Date

Staff Name

State of South Carolina)
)
Town of Moncks Corner)

Affidavit of Release

IN RE: 509 E. MAIN STREET, MONCK'S CORNER,
SC 29461 ; 142-08-01-022
PROPERTY ADDRESS AND TAX MAP NUMBER

The undersigned, being duly sworn, hereby states and affirms as follows:

My name is Heidi Burton and I reside at

214 Superhouse at apt 107 Moncks Corner, SC 29461

I own the property named above and am authorized to make decisions concerning the same. Other owners or persons claiming a legal interest in the property (mortgages, lien holders, etc.) are

There are burned or dilapidated building(s), structure(s) or debris on said property. The dilapidated building(s) structure(s) or debris on the property are unsightly and detrimental to local efforts to clean up and beautify this community. I understand that they may also constitute a public nuisance or threat to public health and safety.

I want to support the Town of Moncks Corner, South Carolina in its efforts to beautify the Town and join in the effort to make this community a safer and cleaner place to live. Accordingly, I hereby request that the Town of Moncks Corner, South Carolina assist me by removing the above referenced dilapidated building(s) structure(s) or debris from my property. I understand that, at this time, I am not required or obligated to remove these building(s), structure(s), or debris, and my request is freely and voluntarily made.

In consideration of the above, I hereby authorize the Town of Moncks Corner, South Carolina and its employees, agents, designees, and representatives to enter on the real property noted above to demolish the following building(s) and/or structure(s) and remove the remains of the same or debris from the property.

House, garage, shed behind the house.
Remove all debris

I further authorize the clearing of the property and the removal of trash and debris from the property as deemed necessary, fit, or proper by the person(s) demolishing and removing the identified building(s) and/or structure(s) from my property.

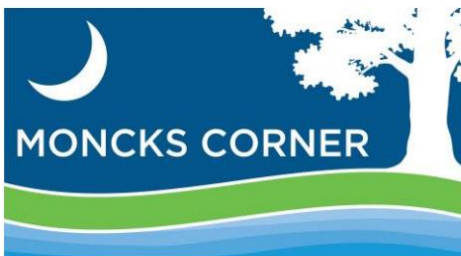
I understand that the Town of Moncks Corner, South Carolina is under no obligation to provide this service to me and this offer may be withdrawn prior to performance for any or no reason.

Knowing all of the above, I freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees of the same from any and all liability and responsibility for any and all liability, damages, claims, or legal actions by me, my family, or any third party which may arise, directly or indirectly, from acts and activities described herein. I specifically, freely and voluntarily release, indemnify, and hold harmless the Town of Moncks Corner, South Carolina and all employees, agents, representatives, assigns, and designees from any and all liability, damages, claims, or legal action by me, my family, or any third party which may arise out of the entering upon the real property or the demolishing or removal of the building(s), structure(s) and/or debris named herein. This release from liability includes but is not limited to claims of personal or physical injury, claims as to the quality or timeliness of performance, and/or claims arising out of the condition or value of the real property or any structure thereon.

SIGNED: 

PRINT NAME: Heidi Burton

DATE: 10-4-2023



The Lowcountry's Hometown

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.sc.gov

STAFF REPORT

TO: Town Council
FROM: Justin Westbrook, Community Development Director
SUBJECT: Appointment to the Planning Commission
DATE: December 19, 2023

Background: The Planning Commission has one (1) vacancy on the seven (7) person commission. Staff placed a notice on the website and Facebook for a new member and at present one (1) individual has expressed an interest in the position:

- Kathleen Prosdocimo

The Town Code of Ordinances (Section 24-27) has laid out the membership terms and vacancies as follows:

b) Regular members shall serve on the planning and zoning commission for a period of four (4) years and until their successors are appointed and qualified, and shall be selected by appointment by the council. Any vacancy for a regular member may be filled by appointment of the council."

Should the current vacancy be filled, the term would begin January 2024 and the appointee would serve until January 2028.

Attachments: Application – Kathleen Prosdocimo (20231116)

Web: Public Office Application

Town of Moncks Corner Marketing <noreply@monckscornersc.gov>

Thu 11/16/2023 12:12 PM

To:Justin Westbrook <J.Westbrook@monckscornersc.gov>

ALL PUBLIC OFFICIALS ARE APPOINTED BY TOWN COUNCIL. NOTHING IN THIS APPLICATION OR IN ANY OF THE RELATED DOCUMENTS CONSTITUTES A CONTRACT OF APPOINTMENT OR EMPLOYMENT. ALL APPOINTEES OF THE TOWN ARE APPOINTED AT-WILL WHO MAY RESIGN AT ANY TIME FOR ANY REASON, AND TOWN COUNCIL MAY REMOVE FOR CAUSE ANY APPOINTEE AT ANY TIME.

1. **Name**

Kathleen Prosdocimo

2. **Address**

Street Address : 591 Pendleton Dr.

Apartment, suite, etc :

City : Moncks Corner

3. **Phone**

8436071000

4. **Email Address**

info@printcharleston.com

5. **For which Board or Commission would you like to be considered?**

Planning Commission

Education

1. **Select all that apply:**

High School, Other (specify)

2. **High School**

Some College

3. **Other**

Employment

1. **Job Title**

President

2. **Employer**

Print Charleston

3. **Address**

Street Address : 119 Commerce Creek Way

City : Moncks Corner

4. **Phone**

8435549321

5. **Job Description**

Payroll, HR, Customer Service, Graphic Design, Manager. I am an active owner and have been running this company since 2005 when I took it over from its previous owner. I had been at the company since 1995 and worked my way up.

6. Previous Employment & Experience

None, I started working at age 18 for this company in 1995. Print Charleston (legal name Bryant Signs, Inc.) and it has given me the opportunity to work with people from all walks of life as we cater to large and small businesses. Our services range of signage, screen printed apparel and embroidery, banners, stationary, fleet graphics and vehicle wraps. We deal with municipalities, construction companies, restaurants, investors, churches and everything in between. I have come to understand many views of what people need and what helps them in business and in their personal lives.

7. Professional Certs (if any)

Experience

1. Community Service & Volunteer Activities:

My husband and I are active in Church and we have taught Sunday School, AWANA, Upward Cheerleading. We fostered and ultimately adopted two girls.

2. Have you served or do you presently serve on any other governmental Board or Commission?

No

3. Why do you want to serve on the Board(s) or Commission(s) for which you are applying?

I feel like my experience in business has helped me become very well rounded in understanding the needs of people and the needs of businesses. I think I could contribute and offer some insight as to what the needs maybe for the development of Moncks Corner as it continues to grow and prosper.

4. Signature

[QCoPJQVODQ7sUajh.png](#)

5. Date

11/16/2023

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Town of Moncks Corner

AN ORDINANCE 2023-___

**AMENDING THE BUSINESS LICENSE ORDINANCE OF THE TOWN OF MONCK'S CORNER TO
UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

WHEREAS, the Town of Moncks Corner (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-14 on 12-21-2021, and Ordinance No. 2023-01 on 02-21-2023 in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the Moncks Corner Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Moncks Corner, as follows:

SECTION 10-46. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: "**8.6 NAICS Code Varies – Billiard or Pool Tables**. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that."
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated.

Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

ENACTED IN REGULAR MEETING, this 19th day of December, 2023.

First reading: November 14, 2023

Final reading: December 19, 2023

Attest:

Marilyn M. Baker, Clerk to Council

Approved as to Form:

John S. West, Town Attorney

Mayor

Council:

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

Item 7.

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.