

# CITY OF MULLINS

151 E. Front Street  
P. O. Drawer 408  
Mullins, South Carolina 29574



PHONE: (843) 464-9583  
FAX: (843) 464-5202

## **Raymond Pridgen Auditorium Tuesday, December 12, 2017 6:00 P.M.**

### **A G E N D A**

- 1. Call Meeting to Order & Welcome:** Mayor McMillan  
**Pledge of Allegiance:**  
**Invocation:**
- 2. Disclosure that local media has been informed of meeting pursuant to South Carolina Freedom of Information Act:**
- 3. Approval of Agenda:**
- 4. Consent Agenda:**
  - (a) Approval of Minutes – November 14, 2017 – City Council Meeting
  - (b) Approval of Minutes – November 20, 2017 – Special City Council Meeting
  - (c) Approval of Monthly Bills
- 5. Public Presentation**
  - (a) Presentation from Mike Bedenbaugh, Palmetto Trust for Historic Preservation

**Page Two**  
**City Council Meeting Agenda**  
**Tuesday, December 12, 2017**

**6. Old Business:**

**7. New Business:**

- (a) Consideration of a Resolution Adopting the 2017 Marion County Hazard Mitigation Plan.
- (b) Consideration of a donation of property located at 114 Broad Street
- (c) Consideration of a donation of property located at 220 Main Street
- (d) Approval of invoices for brick repairs along Main Street

**8. Committee Reports:**

Police – Council Member Terry Davis  
Fire – Mayor Pro Tem Pat Phillips  
Recreation – Council Member Jo Sanders  
Street/Sanitation - Mayor Pro Tem Pat Phillips  
Finance – Council Member Carolyn Wilson

**9. Comments:**

**10. Adjournment:**

ORDINANCE NO. 17-004

ORDINANCE TO AMEND SECTION 6.01.11

THE CITY CODE OF MULLINS (KEEPING ANIMALS) TO REQUIRE PET OWNERS TO REMOVE ANY EXCREMENT WHICH MIGHT BE DEPOSITED BY SUCH PET

City Council upon due consideration and deliberation has determined that it is in the best interest of the City of Mullins to amend Section 6.01.11 of the City Code so that the following language is included as follows:

- (a) The owner shall keep his pet under restraint at all times. The pet shall not be allowed off his property without the permission of the owner of the property.
- (b) The owner must ensure the pet stays off of all state and city roads at all times, unless being walked on a leash out of the way of traffic. The owner shall have in his possession a device for the removal of any excrement which might be deposited by such pet. Any person who owns or controls a pet which deposits excrement upon any property, public or private, shall promptly remove such excrement to a proper receptacle located on property owned or possessed by such person. This provision shall not apply to blind or physically handicapped persons while walking with their pet.
- (c) The owner shall confine, within a building or secure enclosure, every vicious pet and shall not take such pet out of such enclosure unless the pet is securely muzzled and under restraint.
- (d) Every female pet in heat shall be kept confined in a building or secure enclosure, or in a kennel in such a manner and to make breeding with strays impossible.
- (e) Regardless of weather conditions, owners must provide at all times for outdoor pets a proper dog house as defined in Section 6.01.010.
- (f) All animals must be provided with clean water at all times. In winter, any water that has frozen overnight must be replaced with liquid water within 90 minutes of sunrise and must not be allowed to freeze during the day.

AND IT IS SO ORDAINED.

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

MAYOR

\_\_\_\_\_  
COUNCIL MEMBERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**First Reading of an Ordinance to amend section 6.01.111 of the City Code of the City of Mullins (Keeping Animals) to require pet owners to remove any excrement which might be deposited by such pet.**

**Sec. 6.01.110. - Keeping animals.**

(a)

The owner shall keep his pet under restraint at all times. The pet shall not be allowed off his property without the permission of the owner of the other property.

(b)

The owner must ensure the pet stays off of all state and city roads at all times, unless being walked on a leash out of the way of traffic. The owner shall have in his possession a device for the removal of any excrement which might be deposited by such pet. Any person who owns or controls a pet which deposits excrement upon any property, public or private shall promptly remove such excrement to a proper receptacle located on property owned or possessed by such person. This provision shall not apply to blind or physically handicapped persons while walking with their pet.

(c)

The owner shall confine, within a building or secure enclosure, every vicious pet and shall not take such pet out of such enclosure unless the pet is securely muzzled and under restraint.

(d)

Every female pet in heat shall be kept confined in a building or secure enclosure, or in a kennel in such a manner and to make breeding with strays impossible.

(e)

Regardless of weather conditions, owners must provide at all times for all outdoor pets a proper dog house as defined in section 6.01.010.

(f)

All animals must be provided with clean water at all times. In winter, any water that has frozen overnight must be replaced with liquid water within 90 minutes of sunrise and must not be allowed to freeze during the day.

## David Hudspeth

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**From:** Levonne Powell <lpowell@peedeecog.org>  
**Sent:** Tuesday, November 14, 2017 10:35 AM  
**To:** David Hudspeth  
**Subject:** Adoption Resolution  
**Attachments:** MULLINS RESOLUTION.docx

Good morning, David.

A public hearing was held last evening to receive public comments regarding the 2017 Marion County Hazard Mitigation Plan. No members of the public attended. The Marion County adopted the Plan by Resolution this morning. I found out at the hearing that the Mullins Council is meeting this evening and have attached an adoption resolution for the City of Mullins. Is it possible to get this approved tonight at the City Council meeting? I would appreciate it. The resolution must be inserted in the Plan for final FEMA approval.

If you have questions, please contact me. I am in the Marion office today. My phone number is 843-275-6068.

*Levonne Powell*

Senior Planner  
Pee Dee Regional Council of Governments  
Post Office Box 5719  
Florence, SC 29502  
843-669-3138 (office)  
843-669-0511 (fax)

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE  
2017 MARION COUNTY HAZARD MITIGATION PLAN**

WHEREAS, the 2017 Marion County Multi-Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the City of Mullins participated in the preparation of a multi-jurisdictional plan, 2017 Marion County Hazard Mitigation Plan; and

WHEREAS, the City of Mullins is a local unit of government that has afforded the citizens an opportunity to comment and provide input on the Plan and the actions in the Plan; and

WHEREAS, the City of Mullins has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

NOW THEREFORE, BE IT RESOLVED by the Mullins City Council that the City of Mullins adopts the 2017 Marion County Hazard Mitigation Plan as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the plan; and, the Marion County Hazard Mitigation Planning Committee is recognized as a continuing entity charged with reviewing, maintaining, and periodically reporting on the progress toward and revisions of the plan to the Mullins City Council.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at a duly called meeting of the Mullins City Council.

\_\_\_\_\_  
William "Bo" McMillan, Mayor

ATTEST:

\_\_\_\_\_  
Felicia Turner, Clerk/Treasurer  
City of Mullins

*Joe M. Cox*  
ATTORNEY AT LAW  
405 SOUTH MAIN STREET  
MULLINS, SOUTH CAROLINA 29574  
843-464-7501

October 25, 2012

Ms. Judy A. Ford  
603 Scotch Community Road  
Mullins, South Carolina 29574

Re: **114 Broad Street**  
**Mullins, South Carolina 29574**  
**Marion County TMS# 405-07-001**

Dear Ms. Ford:

This is to certify that I have examined the public records of Marion County, South Carolina, with regards to that certain lot located at 114 Broad Street, Mullins, South Carolina and being shown as TMS# 405-07-001 on the Marion County Tax Assessor's Books.

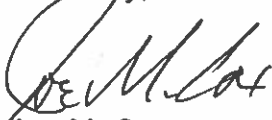
I find that this property is owned by First Citizens Bank and Trust Company, Inc., in fee simple absolute subject to the following items:

1. 2012 property taxes that are accruing, but are not yet due and payable.

It is my opinion that upon the execution, delivery and recording of a Limited Warranty Deed to you from First Citizens Bank and Trust Company, Inc., that you will then hold and own a valid fee simple title to this property.

There are excepted from this opinion all matters not of public record, all matters that might be divulged by an up to date Survey and all matters that might be discovered by an on-site inspection of the premises.

Sincerely,



Joe M. Cox  
Attorney

JMC:rc

This instrument drafted by:

Shawn R. Willis, Esq.  
Turner, Padgett, Graham & Laney, P.A.  
Post Office Box 22129  
Charleston, South Carolina 29413

(Space above this line for Recorder's Use)

NO TITLE EXAMINATION PERFORMED  
BY TURNER PADGET GRAHAM & LANEY P.A.

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF MARION                )                **LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, That **FIRST CITIZENS BANK AND TRUST COMPANY, INC.**, a South Carolina corporation ("GRANTOR"), for and in consideration of the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) and no other valuable consideration to Grantor paid by **JUDY A. FORD AND MAEGEN BLY** ("Grantee"), in the State aforesaid, (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the Permitted Exceptions hereinafter stated, unto the said Grantee as joint tenants with rights of survivorship, and not as tenants in common, Grantee's heirs, successors and assigns, the following described property (the "Property"):

ALL THAT CERTAIN piece, parcel or lot of land, lying and being situate on the East side of Broad Street, in the City of Mullins, in Marion County, State of South Carolina, measuring 130 feet, more or less, on the Northern and Southern boundaries, and 50 feet, more or less, on the Eastern and Western boundaries, and being bounded as follows, to-wit: North by West Wine Street; East by lot now or formerly of Addie Clerk White; South by lot of James Davis and Verneda W. Davis; and West by said Broad Street.

Derivation:       This being the same property conveyed to Grantor by deed of E. Lloyd Willcox, Special Referee for Marion County, dated December 29, 2010 and recorded December 29, 2010 at Book 149 at Page 302.

TMS No.:           405-07-01-000-000

GRANTEE'S ADDRESS:       603 Scotch Community Road, Mullins, S.C. 29574

This conveyance is made subject to (a) all easements, restrictions, reservation, covenants and conditions of record; (b) all licenses, rights of way and easements, if any, for utilities; (c) all governmental statutes, ordinances, rules and regulations, including those involving zoning; and (d) any state of facts which an accurate survey and/or physical inspection of the Property might reveal (collectively the "Permitted Exceptions").



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to the Permitted Exceptions, unto the said Grantee as joint tenants with rights of survivorship, and not as tenants in common, Grantee's heirs, successors and assigns forever.

And the Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and assigns, lawfully claiming, or to claim the same or any part thereof, but against none other.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS AND/OR GUARANTIES OR ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, FIXTURES, WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION AND/OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR AND/OR LACK OF REPAIR OF THE PROPERTY, AND (H) ANY AND ALL OTHER MATTERS WITH RESPECT TO THE PROPERTY. EXCEPT FOR THE LIMITED WARRANTIES OF TITLE EXPRESSLY SET FORTH HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. GRANTOR AND GRANTEE ACKNOWLEDGE THAT THIS DISCLAIMER AND THE "AS IS" NATURE OF THIS SALE WAS EXPRESSLY BARGAINED FOR BY THE PARTIES, WAS A MATERIAL COMPONENT OF THE SALE WITHOUT WHICH THE GRANTOR WOULD NOT HAVE SOLD THE PROPERTY TO THE GRANTEE, WAS EXPRESSLY AGREED TO BY THE PARTIES PRIOR TO THE DELIVERY OF THIS DEED, AND WAS FREELY, KNOWINGLY AND VOLUNTARILY AGREED TO BY THE GRANTEE.

**[The remainder of this page intentionally left blank. Signature page to follow.]**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the 23 day of October, 2012.

Signed and Seal and Delivered

FIRST CITIZENS BANK AND TRUST COMPANY, INC.  
a South Carolina corporation

In the Presence of:

[Signature]  
First Witness

By: [Signature]

Print Name: James R. Baker

[Signature]  
Second Witness

Its: Assistant Vice President



STATE OF GEORGIA )  
                                  )  
COUNTY OF COBB )

I, Wendy Youngblood, a Notary Public for the State of Georgia, do hereby certify that James R. Baker, as Assistant Vice President of First Citizens Bank and Trust Company, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of October, 2012.

[Signature]  
Notary Public for Georgia

My Commission Expires: 11/13/12



STATE OF GEORGIA )  
 ) AFFIDAVIT FOR TAXABLE OR EXEMPT  
TRANSFERS )  
COUNTY OF COBB )

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

- I have read the information on this affidavit and I understand such information.
- The property being transferred is located as described in the attached deed and bears tax map number 405-07-01-000-000.

3. Check one of the following: The Deed is:

- XXXX Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- \_\_\_\_\_ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
- \_\_\_\_\_ Exempt from the deed recording fee because it is a transfer of realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars (see #1 on information section of affidavit).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):

- XXXX The fee is computed on the consideration paid or to be paid in money or moneys worth in the amount of **\$12,500.00**.
- \_\_\_\_\_ The fee is computed on the fair market value of the realty, which is N/A.
- \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property purposes which is N/A.

5. Check Yes \_\_\_ No XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If Yes, the amount of the outstanding balance of this lien or encumbrance is N/A.

6. The deed recording fee is computed as follows:

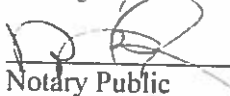
- Place the amount listed in Item 4 above here: \$12,500.00
- Place the amount listed in Item 5 above here: 0.00
- Subtract Line 6(b) from Line 6(a) and place result here: \$12,500.00

7. The deed recording fee due is based upon the amount listed on Line 6(c) above and the deed recording fee due is: **\$46.25**.

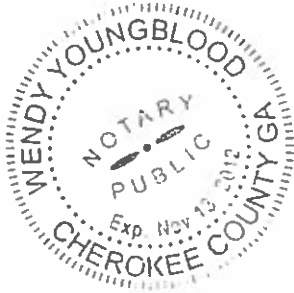
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor**.

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

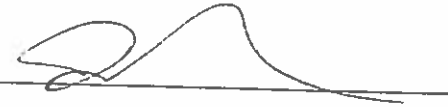
Sworn to and subscribed before me  
this 23 day of October, 2012.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/13/12

(Notary Seal)



**FIRST CITIZENS BANK AND TRUST  
COMPANY, INC.**

By: 

Title: Assistant Vice President

NO TITLE EXAMINATION

State of South Carolina }

COUNTY OF MARION }

**TITLE TO REAL ESTATE**

Know All Men by These Presents, That I, **BROOKS L. HARPER**

Of the County of Marion in the State aforesaid, for and in consideration of the sum of

**FIVE AND NO/100 (\$5.00) DOLLARS, AND A GIFT WITH AN APPRAISED VALUE OF  
FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS**

To me paid by **CITY OF MULLINS  
POST OFFICE BOX 408  
MULLINS, SOUTH CAROLINA 29574**

In the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said **City of Mullins, Its Successors and Assigns Forever:**

All that certain piece, parcel or lot of land, with the improvements thereon, lying and being situate on the East side of North Main Street in the City of Mullins, Marion County, South Carolina. Said lot being known as the William "Bill" Mayers building and is bounded on the North by property of C.M. Baxley; on the East by property of Bryan L. Brown and by property of Harriett Jo Sanders; on the South by The Mullins Public Library and property of Harriett Jo Sanders; and on the West by North Main Street.

This being the identical property conveyed to the Grantor herein by Deed of Distribution of the Estate of Cornelius W. Mayers, Probate Roll Number 2012-ES-33-00087, recorded on November 1, 2012, in Volume 218 at Page 5 in the Office of the Clerk of Court for Marion County, South Carolina.

Marion County Tax Map Number: 407-03-14-000-000

This Deed was prepared by Joe M. Cox at the request of Brooks L. Harper, from information furnished by Brooks L. Harper. No Title Examination was requested and none were performed. This conveyance is made subject to easements, rights-of-way, covenants, conditions, restrictions, obligations, and liabilities of record insofar as they may be lawfully affect the Property, real estate taxes and assessments due or not due and payable; and such matters as would be shown by a current and accurate survey of the Property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.


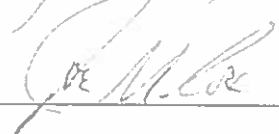
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of Mullins, Its Successors and Assigns Forever.


And I do hereby bind myself and my Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said City of Mullins, Its Successors and Assigns against every person whomsoever lawfully claiming, or to claim or any part thereof.

WITNESS our Hands and Seal this 30<sup>th</sup> day of November, In the year our Lord Two Thousand and Seventeen and in the Two Hundred and Forty First Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered


In the Presence of

  
\_\_\_\_\_  
  
\_\_\_\_\_

 (SEAL)  
\_\_\_\_\_  
BROOKS L. HARPER  
\_\_\_\_\_  
(SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF MARION }

PERSONALLY appeared before me Rebecca Cox and made oath that s/he saw the within named Brooks L. Harper, sign seal and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that s/he with Joe M. Cox witnessed the execution thereof.

  
\_\_\_\_\_

SWORN to before me this  
30th Day of November, 2017.

  
\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: 06/09/2019