



**Agenda**  
**Sumter County Council**  
**Regular Meeting**  
**Tuesday, May 8, 2018 -- Held at 6:00 PM.**  
**Sumter County Administration Building – County Council Chambers**  
**Third Floor, 13 E. Canal Street, Sumter, SC**

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**1. CALL TO ORDER:**

- 1) Chairman Or Vice Chairman Of Sumter County Council

**2. INVOCATION: Council Member, Staff, or Member of the Public**

**3. PLEDGE OF ALLEGIANCE:**

**4. APPROVAL OF AGENDA: May 8, 2018**

**5. APPROVAL OF MINUTES: Regular Meeting Held On**

- 1) Regular Meeting Tuesday, April 24, 2018

**6. LAND USE MATTERS AND REZONING REQUESTS:**

- 1) None

**7. OTHER PUBLIC HEARINGS:**

- 1) None

**8. NEW BUSINESS:**

- 1) Presentation -- Santee Lynches Regional Council On Governments -- Health and Human Services By Connie Munn.
- 2) **18-888 – First Reading** -- An Ordinance To Provide For A Levy Of Taxes For County Purposes Of Sumter County, S. C., (Known As The Budget Ordinance) For The Fiscal Year Of Said County Beginning July 1, 2018, To Direct The Expenditures Of Said Taxes And Other Funds Of Said County, And To Provide For Other Matters Related Thereto. **(Title Only)**

**9. OLD BUSINESS:**

- 1) **18-886 – Second Reading** –An Ordinance (1) Amending The Master Agreement Governing The Sumter-Lee Industrial Park Dated December 31, 2012 Between Lee County, South Carolina And Sumter County, South Carolina So As To Enlarge The Boundaries Of The Park To Include Certain Property Owned And/Or Operated By A Company Identified For The Time Being As Project Bulldog; And (2) Authorizing Other Matters Related Thereto.
- 2) **18-887 – Second Reading** -- An Ordinance Authorizing The Lease Of Property To FTC Communications, LLC.

**10. COMMITTEE REPORTS:**

1) **County Council Budget Workshop/Special Meeting To Be Held On Tuesday, May 8, 2018, At 5:00 p.m. In** County Council's Conference Room.

2) **Report From Council Members** On Other Meetings, Trainings, And/Or Conferences; And Any Other Council Comments.

**11. MONTHLY REPORTS:**

- 1) Sheriff's Department
- 2) Board of Zoning Appeals Meeting
- 3) United States Army Save The Date
- 4) Law Enforcement Prayer Breakfast 2018
- 5) Ribbon Cuttings (Hyatt Place and Pelican's Snowball

**12. COUNTY ADMINISTRATOR'S REPORT:**

**13. PUBLIC COMMENT:**

**14. ADJOURNMENT:**

**In compliance with ADA/Section 504, Sumter County Is Prepared To Make Accommodations For Individuals Needing Assistance To Participate In Our Programs, Services, Or Activities.**

**Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda was posted on the bulletin board at the County Administrative Office, 13 East Canal Street, Sumter, SC and the Sumter County website [www.sumtercountysc.org](http://www.sumtercountysc.org) under Our Council Agenda/Minutes. In addition, the agenda electronically sent to newspapers, radio stations, television, and concerned citizens**



**Minutes**  
**Sumter County Council**  
**Regular Meeting**  
**Tuesday, April 24, 2018 -- Held at 6:00 p.m.**  
**County Administration Building -- County Council Chambers**  
**13 E. Canal Street, Sumter, SC**

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**COUNCIL MEMBERS PRESENT:** James T. McCain, Chairman; James R. Byrd, Vice Chairman; Artie Baker, Eugene R. Baten, Charles T. Edens; Vivian Fleming McGhaney; and Chris Sumpter.

**COUNCIL MEMBERS ABSENT:** None

**STAFF MEMBERS PRESENT:** Gary Mixon, Lorraine Dennis, Johnathan W. Bryan, Mary W. Blanding, Allen Dailey, Joe Perry, and two Sheriff Deputies.

**MEDIA PRESENT:** The Item Newspaper, Adrienne Sarvis

**PUBLIC IN ATTENDANCE:**

Approximately six members of the public were in attendance.

**CALL TO ORDER:** The meeting of April 24, 2018, was called to order by the Chairman of Sumter County Council, the Honorable James T. McCain.

**INVOCATION:** The invocation was given by the Honorable Vivian Fleming McGhaney.

**PLEDGE OF ALLEGIANCE:** Everyone in attendance repeated the Pledge of Allegiance to the American Flag.

**APPROVAL OF AGENDA:** Chairman McCain asked the Clerk to Council if there were any changes to the Agenda. She stated that there were no changes. Therefore, the Chairman called for a motion to approve the agenda for Tuesday, April 24, 2018.

**ACTION:** MOTION was made by Councilman Baten, seconded by Councilman Sumpter, and unanimously carried by Council to grant approval of the agenda as presented.

**APPROVAL OF MINUTES:** Chairman McCain asked for a motion concerning approving the minutes of March 27, 2018.

**ACTION:** MOTION was made by Councilman Sumpter, seconded by Councilman Baker, and unanimously carried by Council to grant approval of the Minutes of Council's Regular Meeting held on March 27, 2018.

**NOTE:** Due to a lack of New Business or Old Business agenda items, County Council cancelled its meeting scheduled for Tuesday, April 10, 2018.

**LAND USE MATTERS AND REZONING REQUESTS:**  
**Planned Development/Rezoning Requests**

1. None

**OTHER PUBLIC HEARINGS:**

1. None

**NEW BUSINESS:**

- (1) **R-18-01 – A Resolution Authorizing (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Sumter County, South Carolina (The “County”) And A Company Identified For The Time Being As Project Bulldog, Acting For Itself, One Or More Affiliates, And/Or Other Project Sponsors (Collectively, The “Company”), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes With Respect To The Establishment And/Or Expansion Of Certain Facilities In The County (The “Project”); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Project; (3) Certain Special Source Revenue Credits In Connection With The Project; And (4) Other Matters Relating Thereto.**

Mr. Bryan presented this proposed resolution to Sumter County Council. He stated that the Resolution authorizes the execution and delivery of a Fee In Lieu of Agreement and a Multi-County Industrial Park Agreement as well as certain Special Source Revenue Credits in with Project Bulldog. This would allow for an economic development expansion with a \$150,000,000 value, 125 new full-time jobs, a twenty-year Fee in Lieu of Tax Agreement (4% tax ratio) and a ten-year Special Source Revenue Credit.

After review of the resolution (see below), Council took action on its adoption.

**ACTION:** MOTION was made by Councilman Edens, seconded by Vice Chairman Byrd, and unanimously carried by Council to grant approval and adoption of this resolution and authorized the Chairman and the Clerk to execute and deliver this resolution on behalf of the County.

**Resolution R-18-01**

*WHEREAS, Sumter County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the “Special Source Act”, and, together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and*

*WHEREAS, a company identified for the time being as Project Bulldog, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the*

*“Company”) proposes to establish and/or expand certain facilities at one or more locations in the County (the “Project”); and*

*WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$150,000,000, in the aggregate, in the Project and will create, or cause to be created, at least 125 new, full-time jobs, in the aggregate, within the County; and*

*WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, inter alia, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, and the jobs to be created, or caused to be created, by the Company, all of which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain negotiated FILOT and multi-county industrial or business park benefits, as well as the benefits of certain Special Source Credits as set forth herein, and all of which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company (the “Incentive Agreement”).*

*NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:*

Section 1. *As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the County makes the following findings and determinations:*

*(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and*

*(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and*

*(c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and*

*(d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and*

*(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and*

*(f) The benefits of the Project are greater than the costs.*

Section 2.

(a) *The County hereby agrees to enter into the Incentive Agreement with the Company, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions to be set forth in the Incentive Agreement, will agree to accept negotiated fee in lieu of ad valorem tax (“Negotiated FILOT”) payments with respect to the Project.*

(b) (i) *The Negotiated FILOT shall be determined using: (1) an assessment ratio of 4%; provided, that, in the event that the Expansion Project fails to qualify as an “enhanced investment” under Section 12-44-30(7) of the Negotiated FILOT Act but nevertheless qualifies for a Negotiated FILOT under the Negotiated FILOT Act, an assessment ratio of 6% shall be applied retroactively and prospectively; (2) the lowest initial millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which the parties presently believe to be [362.2] mills, and which millage rate or millage rates shall adjust every five years pursuant to Section 12-44-50(A)(1)(b)(ii) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that the Company, in its sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act.*

(ii) *The Negotiated FILOT shall be calculated as provided in this Section 2(b) for that portion of the Project consisting of “economic development property” under the Negotiated FILOT Act. For each annual increment of investment in such economic development property, the annual Negotiated FILOT payments shall be payable for a payment period of twenty (20) years, all in accordance with the Negotiated FILOT Act. Accordingly, if such economic development property is placed in service during more than one year, each year’s investment shall be subject to the Negotiated FILOT for a payment period of twenty (20) years.*

Section 3. *The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County’s provision, and the Company’s receipt, of the Special Source Credits referenced in Section 4 hereof.*

Section 4. *As an additional incentive to induce the Company to undertake the Project, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act and the terms and conditions of the Incentive Agreement, the County does hereby agree that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each*

*FILOT payment, including, but not limited to, each Negotiated FILOT payment, due with respect to the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, in an annual amount equal to twenty-five percent (25%) of such FILOT payment, all as shall be set forth in greater detail in the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.*

Section 5. *The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent Ordinance of the Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.*

Section 6. *The Chairman of the Council, the County Administrator, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to this Resolution.*

Section 7. *The execution and delivery of the Incentive Agreement is subject to the enactment by the Council of an ordinance authorizing the same and, in conjunction therewith, compliance with the provisions of the Home Rule Act regarding the procedural requirements for enacting ordinances.*

Section 8. *All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.*

- (2) **18-885 -- First Reading – An Ordinance Authorizing (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Sumter County, South Carolina (The “County”) And A Company Identified For The Time Being As Project Bulldog, Acting For Itself, One Or More Affiliates, And/Or Other Project Sponsors (Collectively, The “Company”), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes With Respect To The Establishment And/Or Expansion Of Certain Facilities In The County (The “Project”); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Project; (3) Certain Special Source Revenue Credits In Connection With The Project; And (4) Other Matters Relating Thereto. (Title Only)**

Mr. Bryan stated that this ordinance (#18-885) is in connection with Project Bulldog as outlined in Resolution R-18-01. There will be more details about the ordinance at second reading. After Mr. Bryan’s presentation, Council took action on first reading.

**ACTION:** MOTION was made by Vice Chairman Byrd, seconded by Councilman Sumpter, and unanimously carried by Council to grant first reading approval by Title Only.

- (3) **18-886 -- First Reading – An Ordinance (1) Amending The Master Agreement Governing The Sumter-Lee Industrial Park Dated December 31, 2012 Between Lee County, South Carolina And Sumter County, South Carolina So As To Enlarge The Boundaries Of The Park To Include Certain Property Owned And/Or Operated By A Company Identified For The Time Being As Project Bulldog; And (2) Authorizing Other Matters Related Thereto. (Title Only)**

Mr. Bryan introduced this ordinance and said that it is in connection with Project Bulldog as outlined in Resolution R-18-01. This ordinance will allow for Project Bulldog to be placed in a Multi County Industrial Park with Lee County. There will be more details about the ordinance at second reading. After Mr. Bryan's presentation, Council took action on first reading.

**ACTION:** MOTION was made by Councilman Baker, seconded by Vice Chairman Byrd, and unanimously carried by Council to grant first reading approval by Title Only.

- (4) **18-887 -- First Reading -- An Ordinance Authorizing The Lease Of Property To FTC Communications, LLC. (Title Only)**

The County Attorney, Johnathan Bryan, reminded Council members that FTC Communications, LLC requested to place a Tower on the property owned by the County at the back of Patriot Park Sportsplex. The lease of the property to FTC is for \$400 per month, with an increase of fifty cents per year, thereafter. After all comments, Council took action on first reading.

**ACTION:** MOTION was made by Vice Chairman Byrd, seconded by Councilman Baker, and unanimously carried by Council to grant first reading approval by Title Only.

- (5) **It May Be Necessary To Hold An Executive Session To Discuss An Economic Development Matter Or A Personnel Matter, Receive A Legal Briefing, Discuss A Contractual Matter, Or Other Matter Pertaining To An Executive Session, And Take Appropriate Actions Thereafter If Required.**

None

#### **OLD BUSINESS:**

None

#### **COMMITTEE REPORTS:**

- (1) **Fiscal, Tax, and Property Committee Meeting To Be Held On Tuesday, April 24, 2018, At 5:15 p.m. In County Council Conference Room.**

Chairman McCain, the Chairman for the Fiscal, Tax, and Property (FTP) Committee, stated that the Committee met in executive session to discuss Project Bulldog and in open session, the FTP Committee received budget information for the 2018-2019 budget. The report on that discussion will be given by the County Administrator during the County Administrator's Report.

- (2) **Report From Council Members On Other Meetings, Trainings, And/Or Conferences; And Any Other Council Comments.**
- Councilman Baten stated that his report is that the State General Assembly will not grant the counties additional funding during this upcoming year. The State has decided that the County will not receive an increase in the Local Government Fund. Councilman Baten further stated that he is looking forward to the report from the County Administrator about how Florence County handles its tax bills as it relates to the Local Government Fund. It was also stated by Councilman Baten that funding the 2018-2019 budget should



Minutes – Regular Meeting - Sumter County Council

Tuesday, April 24, 2018

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Manner Notified: Agendas posted on bulletin board on third floor of the Administration Building and was emailed to media, department heads, and certain citizens.

Date Posted: April 23, 2018

Media Notified: Yes

Manner Notified: Agenda Information is listed on Sumter County's Home Page, and E-mailed to The Item, The Chamber, WIS-TV, WBTW, and Time Warner Cable.

Date Notified: April 20, 2018

Respectfully submitted,

**Mary W.**

Mary W. Blanding



# SANTÉE LYNCHES

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Regional Council *of* Governments

# Our Mission:

We promote programs designed to enhance independence and improve health and wellness of seniors and people with disabilities in the Santee-Lynches region.

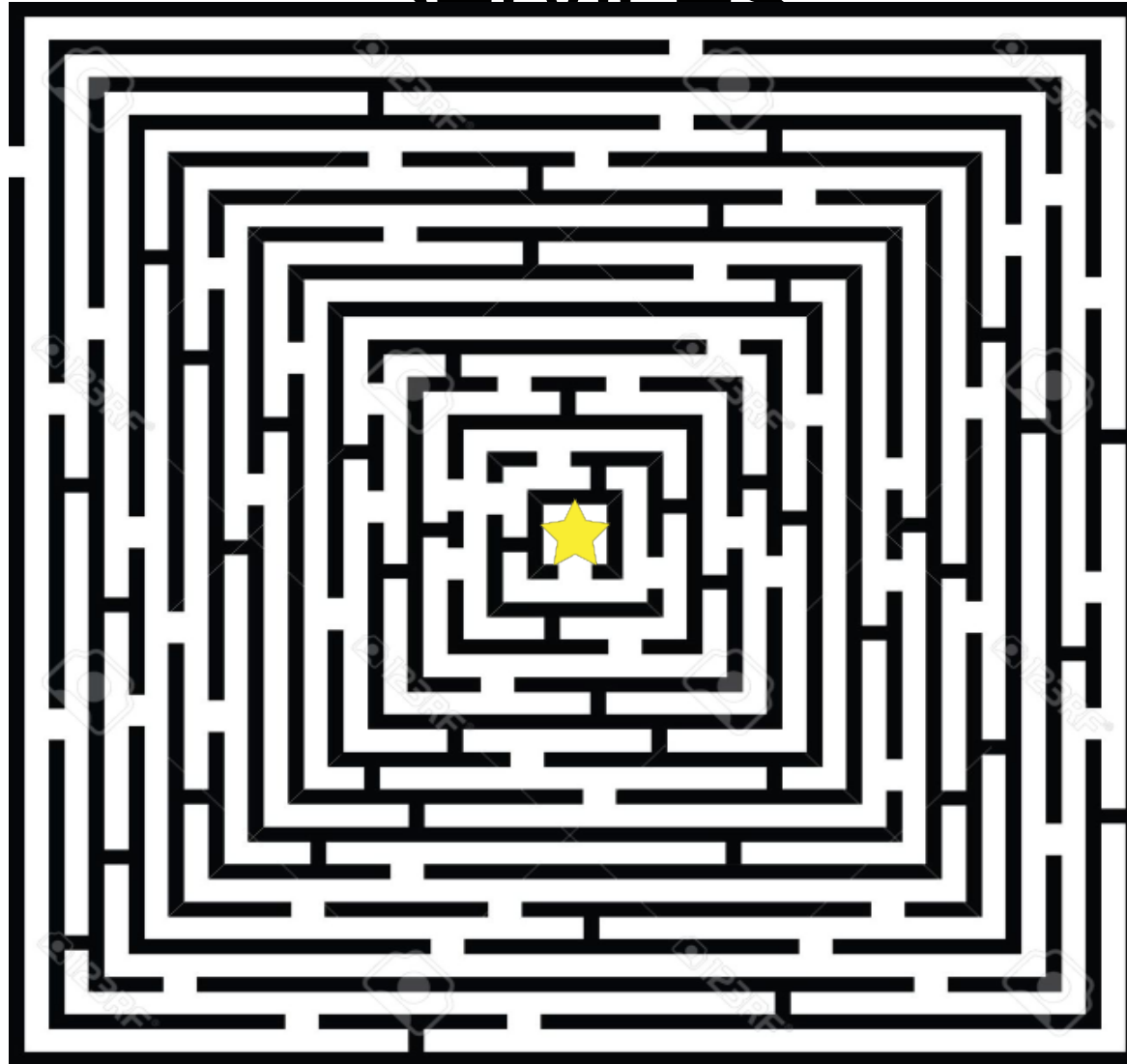
## Who we are:

Santee-Lynches Area Agency on Aging (AAA) is a public non-profit agency designated by the SC Lt. Governor's Office on Aging (LGOA).

Our vision is to support a region where seniors enjoy an enhanced quality of life, can contribute to their communities and receive those supports necessary to age with choice and dignity.



# Santee-Lynches Health & Human Services

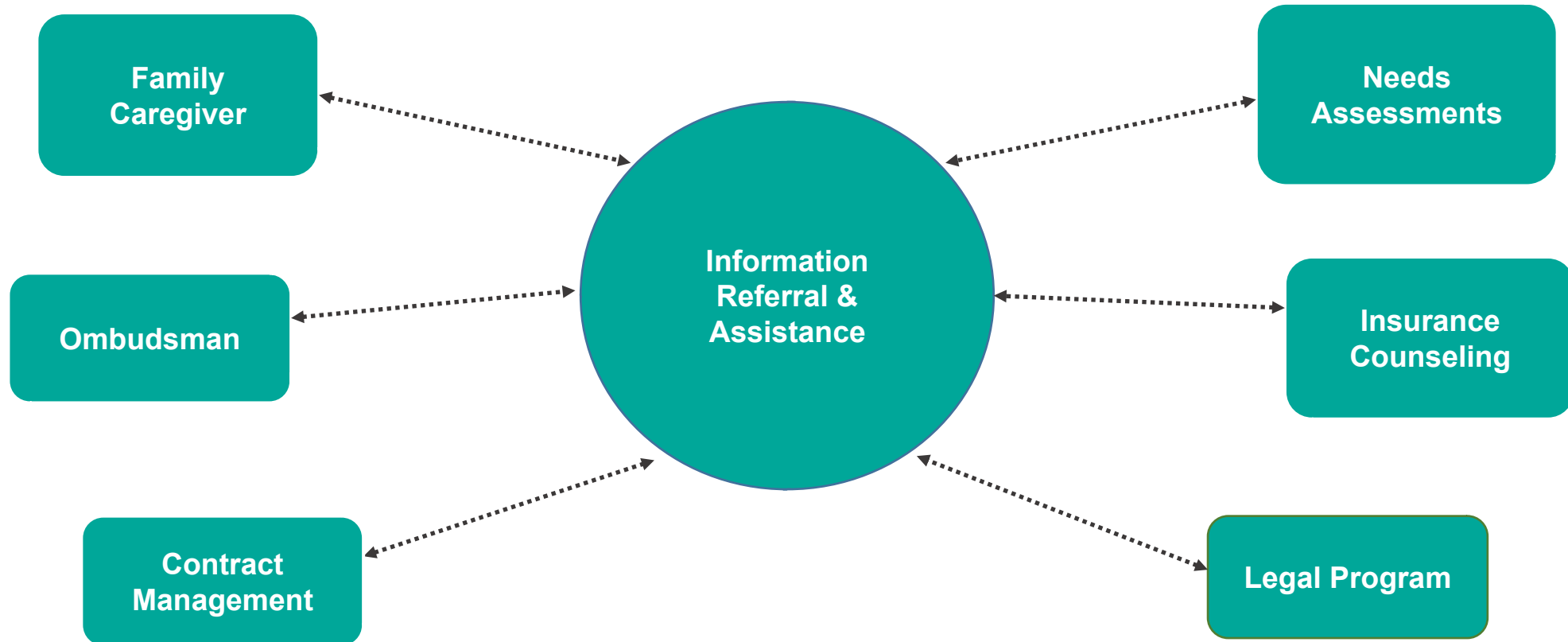


# Who We Serve

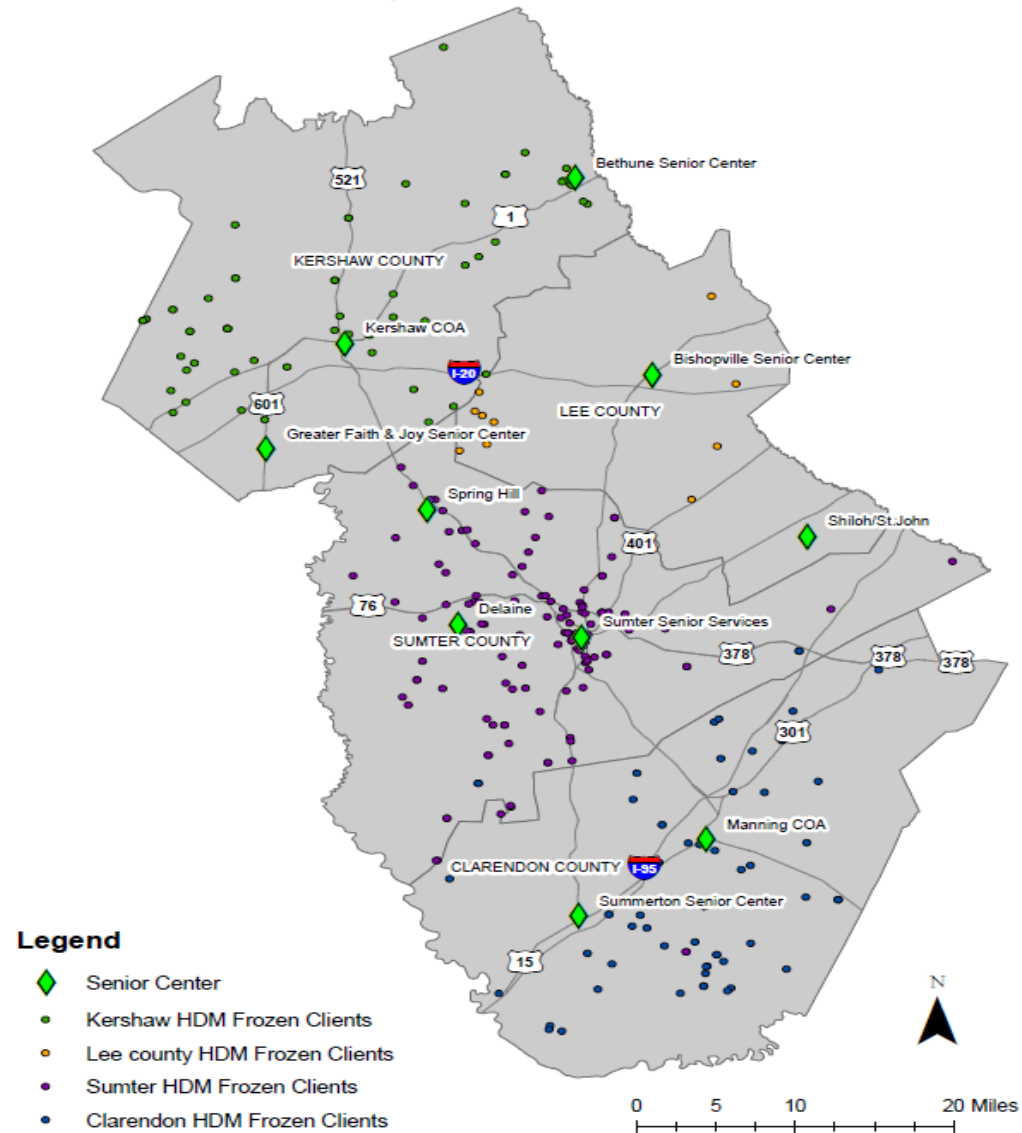
In short, we serve people who can't find their way through the maze. We serve seniors who need help navigating the maze of services in our region.



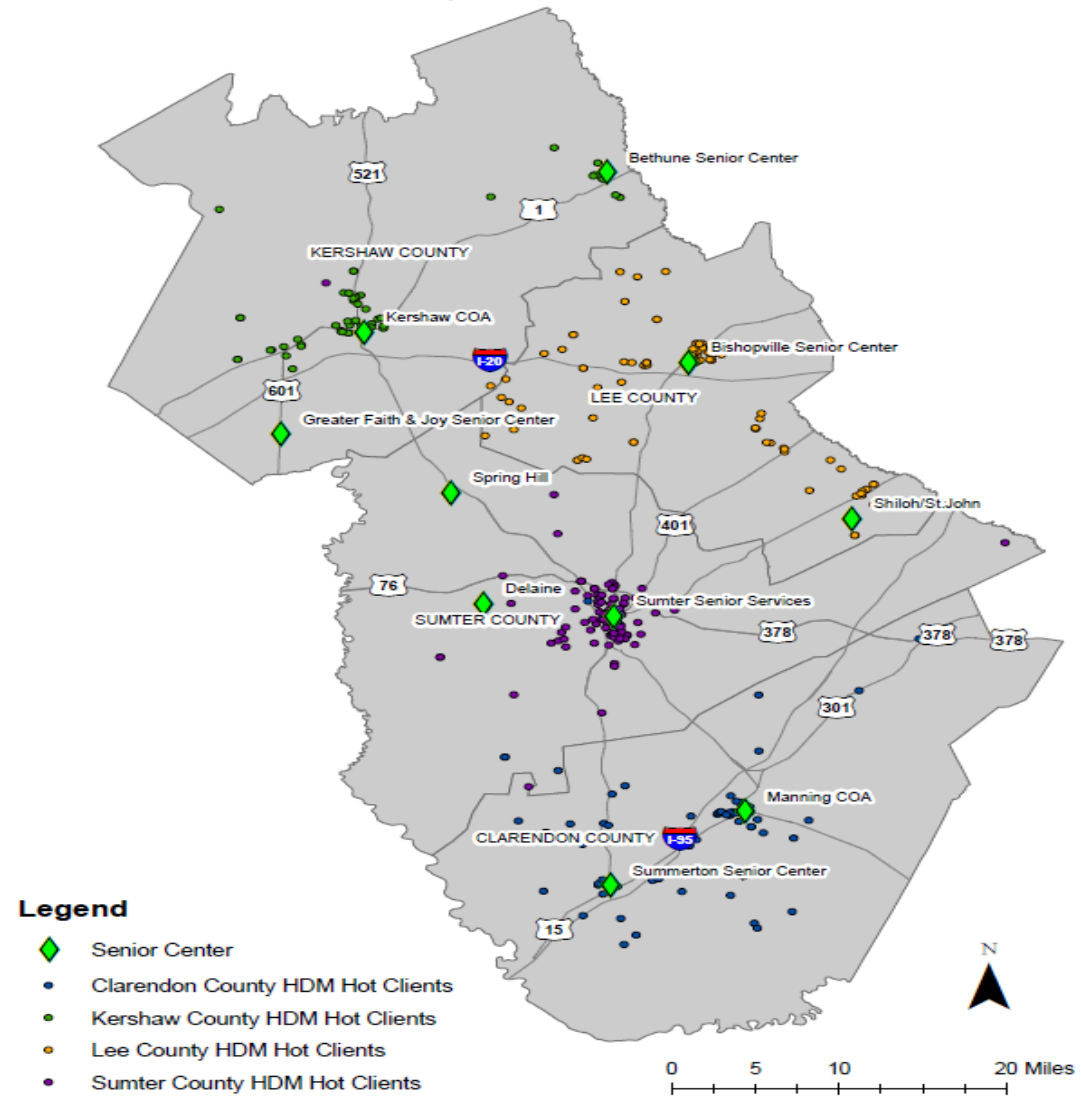
# HEALTH and HUMAN SERVICES



## Santee Lynches HDM Frozen Clients



## Santee Lynches HDM Hot Clients



# Intergenerational Pilot Project Wisdom Wednesday's



# Partnering with Communities to Better Serve Our Elderly Population

## Honoring Family Caregivers



## Disaster Relief Efforts in Clarendon



# Santee-Lynches Health & Human Services

## ~~Compassion~~ Action



**The heart and compassion for the elderly  
population we serve.**



**Our compassion leads us to clear the  
path for those in need of services in our  
region.**





**SANTEE  
LYNCHES**

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Regional Council *of* Governments

**THANK YOU!**

Feel free to call Connie Munn, AAA Director at 803-774-1376.

**SUMTER COUNTY  
ORDINANCE NO. 18-886**

**AN ORDINANCE (1) AMENDING THE MASTER AGREEMENT GOVERNING THE SUMTER-LEE INDUSTRIAL PARK DATED DECEMBER 31, 2012 BETWEEN LEE COUNTY, SOUTH CAROLINA AND SUMTER COUNTY, SOUTH CAROLINA SO AS TO ENLARGE THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED AND/OR OPERATED BY A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT BULLDOG; AND (2) AUTHORIZING OTHER MATTERS RELATED THERETO.**

WHEREAS, Sumter County, South Carolina, a political subdivision of the State of South Carolina ("Sumter County"), acting by and through its County Council (the "Sumter County Council"), and Lee County, South Carolina, a political subdivision of the State of South Carolina ("Lee County"), acting by and through its County Council (the "Kershaw County Council"), are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "Park Act"), to develop jointly an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, pursuant to the Park Act, Ordinance No. 18-886 duly enacted by Sumter County on \_\_\_\_\_, 2018 (the "Sumter Park Ordinance"), and Ordinance No. \_\_\_\_\_ duly enacted by Lee County on \_\_\_\_\_, 2018 (together with the Sumter Park Ordinance, collectively, the "Ordinances") Sumter County and Lee County previously entered into that certain Master Agreement Governing the Sumter-Lee Industrial Park dated December 31, 2012 (the "Park Agreement"), whereby they agreed to develop a multi-county industrial/business park including within its boundaries property located in Sumter County and Lee County (the "Park"); and

WHEREAS, pursuant to Section 1.01 of the Park Agreement, Sumter County is authorized to unilaterally increase the Park's boundaries, from time to time by adopting an approving ordinance approving such increase in the Park's boundaries; and

WHEREAS, Sumter County and Lee County desire to amend the Park Agreement to enlarge the boundaries of the Park to include certain property located in Sumter County now or hereafter owned and/or operated by a company identified for the time being as Project Bulldog, as identified and described on Exhibit A hereto (the "Project Bulldog Property").

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL**, as follows:

SECTION I. Sumter County hereby approves the amendment of the Park Agreement, and specifically Exhibit A-2 thereto, to enlarge the boundaries of the Park to include the Project Bulldog Property.

SECTION II. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

SECTION III. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall be effective after third and final reading.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2018.

SUMTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
James T. McCain, Jr., Chairman, County Council,  
Sumter County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Mary W. Blanding, Clerk to County Council,  
Sumter County, South Carolina

First Reading: April 24, 2018  
Second Reading: May 8, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018

**EXHIBIT A  
LAND DESCRIPTION**

**PROJECT BULLDOG PROPERTY**

**[INSERT LEGAL DESCRIPTION]**

**ORDINANCE NO. 18-887**

**AN ORDINANCE AUTHORIZING  
THE LEASE OF PROPERTY TO FTC COMMUNICATIONS, LLC**

*WHEREAS,* Sumter County owns property at Patriot Park Sports Complex identified as TMS number 185-00-01-101; and

*WHEREAS,* part of that property is desired by FTC Communications, LLC for a wireless communication facility, including a tower; and

*WHEREAS,* Sumter County does not need the property for any public purpose; and

*WHEREAS,* it is in the public interest to allow FTC Communications, LLC to construct and maintain a wireless communication facility, including a tower upon the terms most favorable to Sumter County.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF SUMTER COUNTY, SOUTH CAROLINA, AT ITS REGULAR MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:**

That Sumter County lease to FTC Communications, LLC the land referenced in the attached Lease Agreement, the terms of which are incorporated herein by reference.

The County Administrator is authorized to sign the Lease and a Memorandum of Lease on behalf of the County of Sumter.

**THE COUNTY COUNCIL FOR SUMTER COUNTY  
SOUTH CAROLINA**

**BY:**

James T. McCain, Jr.

**ITS:** Chairman

**ATTEST:**

**BY:**

Mary W. Blanding

**ITS:** Clerk to County Council

First Reading: \_\_\_\_\_, 2018.

Second Reading: \_\_\_\_\_, 2018.

Notice of Public Hearing published in

The Item: \_\_\_\_\_, 2018.

Public Hearing Held: \_\_\_\_\_, 2018.

Third Reading and Adoption: \_\_\_\_\_, 2018.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF SUMTER                 )                 LAND LEASE

This Land Lease is being entered into by and between FTC Communications, LLC, hereinafter referred to as “Lessee” and the County of Sumter, hereinafter referred to as “Lessor”.

WHEREAS, Lessor is a body politic and a political subdivision of the State of South Carolina and holds fee simple marketable title free and clear of all liens and encumbrances to the real property herein leased and on which Lessee intends to construct certain improvements and to the real property over which Lessee is granted an easement for ingress and egress thereto and the parties hereto have agreed to enter into this lease on the following terms and conditions.

1. LEASE SPACE AND PREMISES: Lessor shall lease, and hereby leases, to Lessee all that piece, parcel or lot of land as depicted on Exhibit “A” hereto attached (“Leased Space”). The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a tower, equipment and ancillary structures (“Structures”) and for any other purpose consistent therewith. Lessor further grants an appurtenant easement to Lessee (i) in, over and across the property adjoining the Leased Space within the Fall Zone of the tower and all anchors (Premises) for purposes of anchoring, mounting and replacing the guy wires, if any, extending from the tower, and (ii) in, over and across that portion of the Premises lying within twenty (20') feet of each guy wire anchor for purposes of maintaining and repairing such wires together with the right to clear all trees, undergrowth and other obstructions which may interfere with or fall upon Lessee’s tower or any guy anchors and wires or other improvements.

2. TERM: The initial term of this lease shall be for ten (10) years commencing March 1, 2018, and shall automatically renew for up to one (1) additional term of ten (10) years unless Lessee notifies Lessor of its intention not to renew prior to the commencement of the succeeding

renewal term. The initial term and successive renewal term shall be referred to herein as the "Term."

3. RENT: The base rent for the Term shall be \$400.00 per month payable in advance. Beginning with the thirteenth monthly rent payment, the base monthly rental fee will be increased by two (2%) percent to \$408.00 per month with a two (2%) percent increase adjustment implemented each year thereafter throughout the initial term and any renewal term if not otherwise terminated by Lessee (i.e. 25<sup>th</sup> and subsequent rent payments will be in the amount of \$416.16 for 12 months; 37<sup>th</sup> and subsequent rent payments will be \$424.49 for 12 months; 49<sup>th</sup> and subsequent rent payments will be \$432.98 for 12 months, etc.).

4. EASEMENTS: In the event the premises do not adjoin a public right-of-way, Lessor hereby grants to Lessee an easement for ingress, egress and regress over the Premises adjacent to the Leased Space as shown on Exhibit "A" for access and/or construction, operation and maintenance of Structures on the Leased Space and for installation, construction, operation and maintenance of underground and aboveground telephone, telegraph and power lines, in connection with the use of the Leased Space. The location and configuration of the easement will be agreed upon by the parties. The Lessors guaranty access notwithstanding the interest of any and all mortgagees and bind themselves, their heirs and assigns to provide access as shown on Exhibit "A".

5. USE AND ENJOYMENT: Lessor represents and covenants that Lessor owns the Leased Space and Premises in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature and does warrant that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the

lease. Lessor represents and warrants to Lessee that Lessor has full right to make this lease and that Lessee will have quiet and peaceable possession of the Leased Space throughout the term.

6. SECURITY INTEREST/MORTGAGE: Lessee may from time to time grant certain lenders selected by Lessee and its affiliates (“Lenders”) a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including but not limited to all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (“Personal Property”) as collateral security for the repayment of any indebtedness to the Lenders. Lenders may in connection with any foreclosure or other similar action, enter upon Leased Space in order to secure and/or take possession of such property provided, however, that (i) rent is paid for Lessor during occupancy by or on behalf of Lenders for any purpose, (ii) the Lender pays for any damage caused by Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this agreement. Lessor hereby agrees to subordinate any claim and/or right of levy or distraint for rent with respect to the Personal Property to any Lender.

7. ASSIGNMENTS AND SUBLEASING: Lessee may sublet all or any part of the Leased Space or may assign or transfer this lease in whole or in part without Lessor’s consent.

8. NOTICES: All notices will be in writing signed by the notifying party or its designee and will be deemed to have been effective upon delivery if served personally or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Lessor: County of Sumter  
c/o Gary Mixon  
13 E. Canal St.  
Sumter, SC 29150

To Lessee: FTC Communications, LLC  
ATTN: Guy Dent Adams, Jr.  
P.O. Box 588  
Kingstree, SC 29556

9. LESSEE IMPROVEMENTS: Lessee has the right, at its sole expense, to make the improvements necessary for the construction and operation of the tower, and other Structures. All improvements placed on the leased Premises by the Lessee shall remain the property of the Lessee and Lessor grants Lessee such additional time as may be necessary to recover and remove such Personal Property upon termination of this lease.

10. TAXES: Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

11. EXCLUSIVITY: Lessor will not enter into a lease or license agreement, nor assign or sell this agreement to or with another party, during the term hereof.

12. ACCESS: Lessee shall have at all times during the term the right of access to and from the Leased Space and all utility installation servicing the Leased Space on a twenty four

hours per day seven days per week basis for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right of way.

13. RIGHT OF FIRST REFUSAL: If at any time during the term of this lease, Lessor receives a bonafide written offer to sell, assign or otherwise transfer its interest in the Leased Space and/or Premises which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such offer prior to becoming obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the offer and exercise its right of first refusal by notifying Lessor in writing. After thirty (30) days, the offer will be deemed rejected.

14. TERMINATION BY LESSEE: Prior to construction of any improvements, Lessee can terminate this lease by written notice of termination given to Lessor. Lessee is under no obligation to undertake or commence construction provided that in the event Lessor obtains a bonafide offer to rent or sell the premises, Lessor can require Lessee to either begin payment of rent as though construction of improvements had began or terminate said lease, thereby releasing and waiving all rights conveyed to Lessee hereunder.

15. BINDING EFFECT: The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto. This lease will run with the land and all subsequent purchases will be subject to the terms and conditions specified herein.

16. DEFAULT: The failure of a party to perform its obligations hereunder shall *inter alia*, entitle the aggrieved party to recover reasonable attorney's fees incurred in enforcing any provision of this lease and/or recovering any damages related thereto.

17. ENTIRE AGREEMENT: All of the representations and obligations of the parties are contained herein, and no modifications, waiver, or amendment of this lease or any of its conditions or provisions will be binding unless in writing signed by the parties.

18. This Lease Agreement was approved by three readings and a public hearing for Sumter County Ordinance 18-887.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of May, 2018.

IN THE PRESENCE OF:

LESSEE:

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

\_\_\_\_\_  
FTC Communications, LLC  
By: Guy Dent Adams, Jr.  
Its: Chief Operating Officer

LESSOR:

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

\_\_\_\_\_  
Sumter County  
By: Gary M. Mixon  
Its: County Administrator

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF WILLIAMSBURG    )     PROBATE AS TO LESSEE

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and states that s/he saw the within named FTC Communications, LLC, by and through Guy Dent Adams, Jr., its \_\_\_\_\_, sign, seal, and as its act and deed, deliver the within written LAND LEASE and that deponent, together with the undersigned Notary Public, witnessed the execution thereof.

(Witness #1)

SWORN to before me this \_\_\_\_\_  
day of May, 2018.

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF LEE                    )     PROBATE AS TO LESSOR

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and states that s/he saw the within named Gary M. Mixon, County Administrator for Sumter County, South Carolina sign, seal, and as his act and deed, deliver the within written LAND LEASE and that deponent, together with the undersigned Notary Public, witnessed the execution thereof.

(Witness #1)

SWORN to before me this \_\_\_\_\_  
day of May, 2018.

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:

NORTH 766,104.97  
EAST 2,159,259.11

100% FALL ZONE

DDC, LLC  
PB 2008-264  
TMS: 185-00-01-023

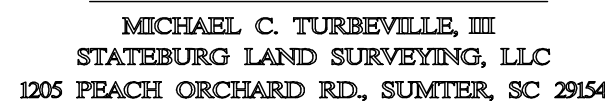
SUMTER COUNTY  
TR. N PB 2005-194  
TMS: 185-00-01-101

HORIZONTAL CONTROL: NAD83 VERTICAL CONTROL: NAVD 88

178.26  
NAVD88

ERROR OF CLOSURE:  
HORIZONTAL AND VERTICAL ACCURACY  
IS GREATER THAN 1 FT. IN 10,000 FT.

15' WIDE  
INGRESS-EGRESS ESMT.  
FOR FTC  
FROM FENCED COMPOUND  
ALONG PROPERTY LINE  
AND GENERAL DRIVE  
TO PATRIOT PARKWAY



SCALE: 1 INCH = 60 FEET



I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND TO THE BEST OF MY KNOWLEDGE, BELIEF AND INFORMATION THE SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

COMMUNITY PANEL # 450184 0291 D DATED: FEB. 16, 2007

THIS SURVEY CONFORMS TO THE REQUIREMENTS OF THE MINIMUM  
STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN  
SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS  
FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. THERE ARE NO  
VISIBLE ENCROACHMENTS OR PROJECTIONS EXCEPT AS SHOWN.

SOUTH CAROLINA

SUMTER COUNTY

CITY OF SUMTER

184-00-02-034 part

185-00-01-101 part

--	--

DATE APRIL 27, 2017

--	--

PROJECT 2017119

15' WIDE  
INGRESS-EGRESS  
ESMT. ENDS AT  
PATRIOT PARKWAY

PATRIOT PARKWAY  
S.C. 441

GENERAL DRIVE

LORING  
MILL RD.

WISE DRIVE

LORING  
MILL RD.

NOTE:

15' WIDE  
INGRESS-EGRESS ESMT.  
FOR FTC  
FROM FENCED COMPOUND  
ALONG PROPERTY LINE  
AND GENERAL DRIVE  
TO PATRIOT PARKWAY

FTC  
436-021  
CENTER  
OF  
TOWER

EASEMENT MAP

DDC, LLC  
PB 2008-264  
TMS: 185-00-01-023

NEW CENTER  
OF TOWER  
100% FALL ZONE

E: 2,174,549.73  
N: 763,348.06  
ELEV: 178.26

LAT: 33°55'48.2861"  
LON: -80°25'28.0511"

100% FALL ZONE  
R = 200'

WETLANDS AS PER  
PB 2005-194

SUMTER COUNTY  
TRACT N PB 2005-194  
TMS: 184-00-02-034

PLAT OF A PROPOSED TELEPHONE TOWER SITE  
LOCATED APPROXIMATELY 2770 FT. SOUTH OF THE INTERSECTION OF  
PATRIOT PARKWAY (S.C. HWY. 441) AND GENERAL DRIVE  
THIS PROPERTY IS LOCATED ON TAX MAP PARCEL 185-00-01-101 AND 184-00-02-034

SURVEYED FOR:

**FTC COMMUNICATIONS, LLC**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

**MEMORANDUM OF LEASE**

This Memorandum of Lease is between the County of Sumter, LESSOR and FTC Communications, LLC, LESSEE this \_\_\_\_ day of \_\_\_\_\_, 2018.

**W I T N E S S E T H:** That Lessor owns the below described real estate and leased the same to Lessee by Land Lease dated \_\_\_\_\_, 2018, approved by Sumter County Ordinance 18-887, and the parties desire to document the leasehold interest of record and therefore enter into this Memorandum, craving reference to the aforementioned lease in possession of the parties for particulars.

**NOW THEREFORE,** the parties acknowledge the conveyance of a leasehold interest by the Lessor to Lessee in the following described real estate, to wit:

**FTC Project No. 436-021**  
**See sketch attached as Exhibit "A"**

This leasehold currently extends for ten years from March 1, 2018 with renewal options.

**IN WITNESS WHEREOF,** the undersigned have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.

**IN THE PRESENCE OF:**

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

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

**LESSOR:**

\_\_\_\_\_  
**County of Sumter**  
**By: Gary M. Mixon**  
**Its: County Administrator**

**LESSEE:**

\_\_\_\_\_  
**FTC Communications, LLC**  
**By: Guy Dent Adams, Jr.**  
**Its: Chief Operating Officer**

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF SUMTER            )     PROBATE (As to County of Sumter)

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and states that s/he saw the within named County of Sumter, by and through Gary M. Mixon, its County Administrator, sign, seal and as its act and deed, deliver the within written MEMORANDUM OF LEASE and that deponent, together with the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of May, 2018.

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR NORTH CAROLINA  
My Commission Expires:

STATE OF SOUTH CAROLINA     )  
  )     PROBATE     (As to FTC Communications, LLC)  
COUNTY OF WILLIAMSBURG     )

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and states that s/he saw the within named FTC Communications, LLC, by and through Guy Dent Adams, Jr., its Chief Operating Officer, sign, seal and as its act and deed, deliver the within written MEMORANDUM OF LEASE and that deponent, together with the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of May, 2018.

\_\_\_\_\_(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:



**Agenda**  
**Sumter County Council**  
**Budget Workshop-Special Meeting**  
**Tuesday, May 8, 2018 - Held at 5:00 p.m.**  
**County Administration Building, Third Floor**  
**County Council Chambers -- 13 E. Canal Street, Sumter, SC**

.....

**I. Call to Order** – The Honorable James T. McCain, Jr., Chairman

**II. Invocation:** Member of Council, Member of Staff, or Member of the Public

**III. Pledge Of Allegiance:**

**IV. Action On Agenda:** Tuesday, May 8, 2018

**V. New Business:**

1. Fiscal Year 2018-2019 Budget Information: Recap on General Fund, Presentation On Other Funds and Capital Requests -- Discussions And Possible Actions On The Topics Listed.
2. **Executive Session:** It May Be Is Necessary To Hold An Executive Session To Discuss An Economic Development Matter, A Legal Briefing, Personnel/Employment Matter, Or To Discuss Other Items Appropriate For Executive Session And Take Actions Thereafter.
3. Additional Agenda Item: \_\_\_\_\_

**VI. Old Business**

1. None

**VII. Adjournment**

cc: Appropriate Staff and Community Members  
Media

In compliance with ADA/Section 504, Sumter County is prepared to make accommodations for individuals needing assistance to participate in our programs, services, or activities.



## SUMTER COUNTY SHERIFF'S OFFICE

ANTHONY DENNIS, SHERIFF

To: Sumter County Council

From: Anthony Dennis, Sheriff

Date: May 4, 2018

Reference: Monthly Activity Report - Sumter County Sheriff's Office

The following Monthly Activity Report is submitted for the month of April, 2018 from the Sheriff's Office:

### **EXECUTIVE TEAM:**

#### LEGAL/INTERNAL AFFAIRS

Contractual Matters - 3

FOIA Requests - 13

Subpoenas - 2

Discovery Requests - 11

Lawsuits:

Filed - 0

Disposed - 2

Appeals - 0

Jury / Bench Trials Disposed - 8

Status conferences: 0

Cases scheduled: n/a

DMV Hearings: 2

Fines assessed - \$482.50

Fines suspended - \$ 0.00

Total fines - \$482.50

Incarcerations - 0

Internal Affairs Investigations - 0

Mileage - 1,866

Training Hours - 20

Civil Papers - 0

Miscellaneous Legal: Motion Hearing on seized funds (NC/SC burglaries); ongoing policy reviews with Mosely Architects; speaker for LEN quarterly meeting; meeting with local law enforcement agencies re: warrant worksheet

## **PROFESSIONAL STANDARDS**

### **RECRUITING AND HONOR GUARD:**

Mileage – 2,579  
Applications received – 6  
Interviews – 8  
Recruiting events - 1  
Hiring boards conducted – 0  
Public relation events attended - 2  
Honor guard events – 0  
Background Checks – 0  
Special Assignment – 0

### **GRANTS AND TESTING:**

Grants researched – 8  
Grants applied for – 5  
Grants Awarded - 0

### **SEX OFFENDER REGISTRY:**

Complaints - 0  
Arrests - 0  
Training Hours – 1  
Mileage – 1,100  
Fines assessed – \$1,800.00  
Fines suspended – \$ 0.00  
Total fines – \$1,800.00  
Required Home Visits – 0  
In Office Visits (not scheduled) – 63  
Scheduled Appointments – 0  
Special Operations - 0  
Warrants Signed – 0  
Transfers in/out of county – 0  
Agency / Division Meetings – 1  
SLED / FBI follow up Print Outs – 0  
File Inventory & Audits /NSOR – 0  
Hearings /Trials – 0

### **INFORMATION TECHNOLOGY**

Software - 15  
Hardware - 5  
Virus - 3  
E-Mail - 15  
Printer - 4  
Meetings/Projects – 5  
Server Issues – 3

## **PATROL DIVISION:**

### **PATROL**

Accidents Investigated - 5  
Arrests – 56  
Assist motorists – 56  
Complaints – 2,853  
Driver's license checks – 9

DUI/Data Master – 1		
DUS arrests – 24		
Escorts – 48		
Fines assessed –	\$43,940.00	
Fines suspended –	\$ 7,011.00	
Total fines –	\$36,929.00	
Mental Patients – 8		
Mileage – 76,990		
Other citations – 83		
School visits – 8		
Training hours - 243		
Work hours – 5,645		
Agencies assisted -	Sumter Sheriff's Office – N/A	SC Highway Patrol – N/A
	Sumter Police Department – N/A	Other – 62

CAT TEAM:

Accidents investigated – 1		
Arrests - 19		
Assisted motorists – 19		
Complaints – 83		
COP Meetings –5		
D.U.I. / Data Master – 0		
D.U.S. – 20		
Driver license checks – 40		
Fines assessed –	\$67,759.00	
Fines suspended –	\$ 500.00	
Total fines –	\$67,259.00	
Interdiction hours – 196		
Mileage – 17,023		
Petitions – 0		
Saturation hours – 1		
Training hours - 91		
Work hours – 1,501		
Agencies assisted -	Sumter Sheriff's Office – N/A	SC Highway Patrol – N/A
	Sumter Police Department – N/A	Other – 4

CANINE UNIT:

Search Warrants - 0		
Training Hours – 88		
Agencies assisted -	Sumter Sheriff's Office – N/A	SC Highway Patrol – N/A
	Sumter Police Department – N/A	Other – N/A

CRIME PREVENTION / SCHOOL RESOURCE OFFICERS / ADMINISTRATION:

Arrests – 5	
Assisted Motorists - 0	
Complaints – 281	
COP Meetings - 18	
DARE Classes -10.5	
DUI - 16	
Fines Assessed - \$0.00	
Fines Suspended - \$0.00	
Total Fines - \$0.00	
Mental Patients – 0	
Mileage – 10,409	

Other Violations - 4  
Petitions - 2  
School visits – 60.5  
Training hours - 56  
Agencies assisted -

Sumter Sheriff's Office – N/A  
Sumter Police Department – N/A

SC Highway Patrol – N/A  
Other – 8

### **INVESTIGATIONS:**

#### **CRIME ANALYSIS AND POLYGRAPH:**

Crime analysis reports – 0  
Polygraphs – 0

#### **VICTIM ADVOCATE:**

Called to scene – 1  
Child forensic interviews – 2  
Court Appearances – 3  
Debriefings & Defusings - 0  
Interviews of Victims/Witnesses - 0  
Meetings (interoffice) – 97  
Meetings (other agencies) -13  
Meetings (Prosecutors & Court Officials) – 2  
Meetings with Victims and/or families) – 77  
Special Assignments – 8  
Training (Attended & Conducted) – 4  
Mileage – 2,369  
Disciplinary Hearing/Inmate Representative – 0

#### **CRIMINAL INVESTIGATIONS DIVISION:**

Accidental/natural death/suicides – 3  
Arrests – 37 (Adults – 34) (Juveniles – 3)  
Arson – 2  
Assaults (general) – 22  
Assaults (sexual) – 11  
Assist other agencies – 13  
B & E auto – 14  
Bomb threats – 0  
Breach of trust – 7  
Burglaries – 39  
Child abuse/neglect – 2  
Contributing to the delinquency of a minor – 1  
Counterfeit/credit card fraud/fraud/forgery – 8  
Crime scene hours – 70  
Crime scenes worked – 36  
Criminal domestic violence – 23  
Criminal warrants – 54  
Emergency protective custody – 4  
Fugitive from justice – 1  
Identity theft – 16  
Incorrigible child – 5  
Indecent exposure – 1  
Interfering with the operation of a school bus – 0  
Kidnapping – 1  
Larcenies (auto) – 23

Larcenies (general) – 34  
 Lynching – 0  
 Malicious injury to property – 9  
 Mileage – 29,853  
 Missing Person – 8  
 Murder – 0  
 Petitions – 3 (Juvenile)  
 Pointing/presenting a firearm – 6  
 Recovered property – \$54,600.00  
 Robberies – 6  
 Runaways – 6  
 Search warrants – 15  
 Stakeouts – 0  
 Stalking – 0  
 Stolen Property – \$129,393.00  
 Threatening a public official – 0  
 Training Hours – 102  
 Unlawful use of telephone – 0  
 Weapons violations – 0

**NARCOTICS DIVISION:**

Arrests – 02  
 Fines Assessed - \$850.00  
 Fines Suspended – \$.00  
 Total Fines - \$850.00  
 Mileage – 11,815  
 Search warrants – 1  
 Training hours – 38  
 Drug complaints – 35  
 Seizures – currency - \$11,439.00                      vehicle(s) - 0  
 Surveillance – 178 hours  
 Agencies assisted - Sumter Sheriff's Office – N/A                      SC Highway Patrol – 0  
    Sumter Police Department – 0                      Other – 2 (SCDPS IEU)  
  
 Recovered narcotics:    Marijuana wt. – 1,251.9 grams                      Marijuana Plants - 0  
    Crack cocaine – 1 grams    Heroin – 18.4 grams  
    Cocaine powder – 9.1 grams    MDMA - 0  
    All Pills – 57    Steroids - 0  
    Methamphetamine – 61.04 grams    Other drugs – 0

**FORENSICS:**

Autopsy – 3  
 Autopsy Hours – 7

**CIVIL PROCESS:**

**WARRANTS DIVISION**

Arrests – 2  
 Attempted service – 289  
 Bench warrants – 1  
 Civil Papers - 505  
 Complaints – 33  
 Criminal warrants – 0  
 Executions – 21

Fines Assessed - \$0.00  
Fines Suspended - \$0.00  
Total Fines - \$0.00  
Mileage - 9,360  
Sheriff's fees - \$5,815.00  
Training hours - 18.5

**FAMILY COURT DIVISION:**

Arrests - 0  
Bench warrants - 22  
Criminal warrants - 0  
Family Court Security - 23 days 1,472 hours  
Fines Assessed - \$37,712.56  
Fines Suspended - \$0.00  
Total Fines - \$37,712.56  
Mileage - 8,969  
Non-service - 39  
Petitions - 0  
Training hours - 56  
Total papers - 464 issued, 339 served = 73% service  
Total value of process - \$381,323.85  
Transportation, adult - 0  
Transportation, juvenile - 3

**SPECIAL OPERATIONS:**

**TRAINING**

Assist Motorists - 2  
Fines Assessed - \$0.00  
Fines Suspended - \$0.00  
Total Fines - \$0.00  
Meetings - 2  
Mileage - 3,483  
Training hours - 68  
Training Classes - 5  
Work Hours - 852

**ANIMAL CONTROL:**

Animal control complaints - 173  
Animals picked up - 117  
Mileage - 3,384  
Money collected - \$355.00

**CODES ENFORCEMENT:**

Certified mail - 0  
Complaints - 47  
Fines assessed - \$0.00  
Fines suspended - \$0.00  
Total fines - \$0.00  
Mileage - 3,150  
Training hours - 12

**QUARTERMASTER:**

Uniform & Equipment - 29


**TOTALS FOR ALL DEPARTMENTS:**

Complaints – 3,505  
Arrests – 121  
Civil Papers – 505  
Currency Seizures - \$11,439.00  
Training Hours – 793.5  
Mileage – 180,484  
Petitions - 5  
Mental Patients – 8  
Fines assessed – \$152,899.06  
Fines suspended – \$ 7,511.00  
Total fines – \$145,388.06  
Stolen Property – \$ 129,393.00  
Recovered property – \$ 54,600.00  
Sheriff fees – \$ 5,815.00  
Codes Violations – 0  
Escorts – 48  
Agencies assisted - Sumter Sheriff's Office – 0 SC Highway Patrol – N/A  
Sumter Police Department – 0 Other – 76  
Recovered narcotics: Marijuana wt. – 1,251.9 grams Marijuana Plants - 0  
Crack cocaine – 1 grams Heroin – 18.4 grams  
Cocaine powder – 9.1 grams MDMA - 0  
All Pills – 57 Steroids - 0  
Methamphetamine – 61.04 grams Other drugs – 0

**STATISTICS BELOW REPORTED TO SLED**

Homicide – 0  
Robbery - 6  
All other larceny – 55  
Arson – 2  
Assaults (Simple) – 56  
Assaults (Aggravated) - 20  
Assaults (sexual) – 7  
Theft (motor vehicle) – 17  
Theft from motor vehicle – 19  
Theft motor vehicle parts/accessories - 6  
Burglaries – 41  
Kidnapping – 1  
DUI – 0  
Suicide – 1  
Missing Person – 3

Respectfully submitted,

  
\_\_\_\_\_  
Anthony Dennis, Sheriff



## BOARD OF ZONING APPEALS

WEDNESDAY, MAY 9, 2018 @ 3:00  
FOURTH FLOOR COUNCIL CHAMBERS  
SUMTER OPERA HOUSE  
21 N. MAIN STREET

I. **APPROVAL OF MINUTES – MARCH 14, 2018**

II. **OLD BUSINESS**

**BOA-18-08, 46 Wilson St. (City)**

Request for Special Exception approval to allow the expansion of a Residential Care Facility as required per *Article 5, Section 5.a.3 and 5.b.1* of the *City Zoning Ordinance*. Property is located at 46 Wilson St., zoned Residential-9 (R-9) and represented by Tax Map # 248-16-02-035.

III. **NEW BUSINESS**

**BOA-18-09, 3289 Broad St. (County)**

The applicant is requesting a variance from the required maximum allowed signage as per *Article 8, Section 8.1.5.a.: Sign Regulations* of the *Sumter County Zoning and Development Standards Ordinance* in order to have 422 sq. ft. of signage on property located at 3289 Broad St. The property is zoned General Commercial (GC) and represented by Tax Map #186-03-01-027.

IV. **OTHER BUSINESS**

- NONE

V. **ADJOURNMENT**

U.S. Army Central /Third Army

requests you

Save-the-Date to attend the various events scheduled

to commemorate

## U.S. Army Central & Third Army Centennial Anniversary

November 1, 2018: Centennial Countdown Kick-off

November 7, 2018: Birthday Run & Cake Cutting

November 11, 2018: Veterans Day & 100th Anniversary of WWI Armistice

November 16, 2018: USARCENT & Third Army Centennial Gala

We look forward to celebrating with you!!!

POC: MAJ Valencia L. Burns

803-885-8853

Alt POC: SGT Montrez Johnson

803-885-7427

Alt POC: MAJ Chandria White

803-885-8773



# PRAYER BREAKFAST



*Sumter County Sheriff's Office  
&  
Sumter City Police Department*



**MAY 15, 2018**

**TIME: 7:30 AM**

**Church of the Holy Comforter  
213 N. Main Street  
Sumter, SC  
Tickets: \$12 per person**

The Sumter County Sheriff's Office and The Sumter Police Department  
Will host it's Annual Prayer Breakfast to commemorate those who have  
Made the ultimate sacrifice in our jurisdiction, and to offer support to  
their family members. This year's Prayer Breakfast will be held at

**The Church of the Holy Comforter 213 N. Main Street**

**Guest Speaker**

**Senator Kevin L. Johnson District 36**



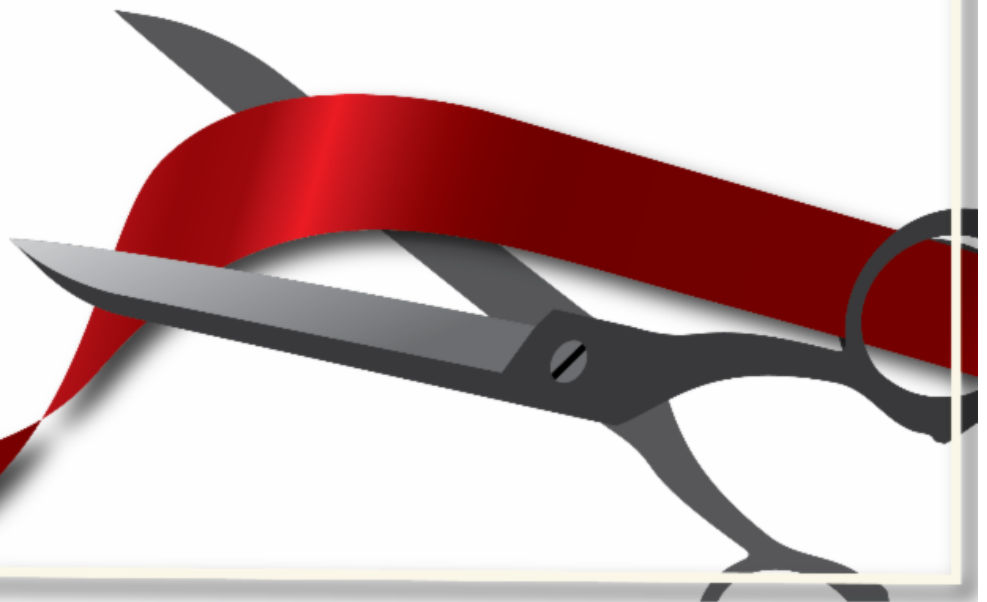
***For Tickets: call (803) 436-2022 or (803) 436-2723***



# **Ribbon Cutting HYATT PLACE SUMTER/DOWNTOWN**

**May 10th | 4:30 p.m.**

**18 N. Main Street**



# *Ribbon Cutting*



Please join with us in celebrating

## **Pelican's SnoBalls**

\*Free snow cones on this day but accepting cash donations for Crosswell Children's Home

**Monday, May 14 @ 11am  
471 N. Guignard Dr.  
Sumter**

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*Taking Care of Business...*

**CHAMBER  
of COMMERCE**  
*Sumter, South Carolina*

A stylized blue graphic element resembling a fan or a series of curved lines, positioned to the right of the Chamber of Commerce text.



**American  
Red Cross**

Community of Giving

# **Blood Drive**

## **Sumter County Library**

### **Monday May 14, 2018**

**10:00 a.m. – 3:00 p.m.**

To schedule your appointment please visit [www.redcrossblood.org](http://www.redcrossblood.org) and enter sponsor code: Sumterlibrary

SAVE TIME visit [redcrossblood.org/rapidPass](http://redcrossblood.org/rapidPass)