



Agenda
Sumter County Council
Regular Meeting
Tuesday, November 12, 2019 -- Held at 6:00 PM.
Sumter County Administration Building – County Council Chambers
Third Floor, 13 E. Canal Street, Sumter, SC

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: November 12, 2019

5. APPROVAL OF MINUTES: Regular Meeting Held On

1) Regular Meeting Tuesday, October 22, 2019

6. LAND USE MATTERS AND REZONING REQUESTS:

1) **OA-19-09 -- Stand-Alone Truck Parking In The Agricultural Conservation (AC) District (County)(19-910) – Third Reading** -- A Request To Amend Article 3 Section 3.N.3: Agricultural Conservation District (Conditional Uses) And Exhibit 5: Permitted And Conditional Uses In The Agricultural Conservation District Of The Sumter County Zoning & Development Standards Ordinance In Order To Include Commercial Truck And Trailer Parking Lots (SIC Code 752) As A Conditional Use (C-500) In The Agricultural Conservation (AC) Zoning District.

2) **19-911 – Second Reading** -- An Ordinance Of The Sumter County Council Adopting The Sumter 2040 Comprehensive Plan.

7. OTHER PUBLIC HEARINGS:

1) None

8. NEW BUSINESS:

1) **R-19-04** -- A Resolution To Opt Out Of The Nationwide Class Certified For Negotiation Purposes In In Re National Prescription Opiate Litigation, MDL 2804.

2) **19-914 -- First Reading** -- An Ordinance Authorizing The Conveyance Of Property And The Granting Of Permissions On Property Located On Manning Avenue, Sumter, SC.

3) Discussion And Possible Action Concerning Adjustment Of Pay For The Sumter County Sheriff's Office Employees.

4) **It May Be Necessary To Hold An Executive Session** To Discuss An Economic Development Matter, An Employment Matter, A Legal Briefing, Or Other Matters Pertaining To An Executive Session, And Take Appropriate Actions Thereafter If Required.

9. OLD BUSINESS:

1) **19-912 – Third Reading** -- An Ordinance Authorizing The Transfer Of Property On Wedgefield Road To Wedgefield Baptist Church.

2) **19-913 – Second 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 Combine, 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.

10. COMMITTEE REPORTS:

1) (**NOTE:** If any of the committee meetings end early, the succeeding meeting may begin immediately after the previous meeting.)

Public Works Committee Meeting, November 12, 2019, 4:00 p.m. In County Council’s Conference Room, Sumter County Courthouse 141 N. Main Street, Room 301. (Baker, Baten, Sumpter)

2) **Land Use Committee Meeting, November 12, 2019, 4:30 p.m.** In County Council’s Conference Room, Sumter County Courthouse 141 N. Main Street, Room 301. (Edens, Baten, Baker)

3) **Fiscal, Tax, and Property Committee Meeting November 12, 2019, 5:30 p.m.** In County Council’s Conference Room, Sumter County Courthouse 141 N. Main Street, Room 301. (McCain, Edens, McGhaney)

4) Report From Council Members On Other Meetings, Trainings, And/Or Conferences.

11. MONTHLY REPORTS:

1) Christmas Tree Lighting Program

2) Sheriff Office Monthly Report

3) Building Codes Of Adjustment And Appeals Meeting

4) Red Cross Information

5) Sumter County Newsletter

6) 2020 Chamber Retreat

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 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, October 22, 2019 -- Held at 6:00 p.m.
Sumter County Courthouse, Third Floor, Room 308
County Council's Chambers – 141 North Main Street, Sumter, SC

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

COUNCIL MEMBERS ABSENT: Chairman James T. McCain, Jr. (Conference); Chris Sumpter (Death In Family)

STAFF MEMBERS PRESENT: Lorraine Dennis, Mary W. Blanding, Johnathan Bryan; Joe Perry, Keysa Rogers, Allen Dailey, and two Sheriff Deputies.

MEDIA PRESENT: The Item Newspaper

MEMBERS OF THE PUBLIC IN ATTENDANCE: Approximately sixteen members of the public attended this meeting.

CALL TO ORDER: Chairman Or Vice Chairman Of Sumter County Council
The Honorable James R. Byrd, Vice Chairman of Sumter County Council, called the meeting to order.

INVOCATION: Council Member, Staff Member, Or Local Citizen
Councilman Vivian Fleming McGhaney gave the invocation.

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

APPROVAL OF AGENDA: Regular Meeting Tuesday, October 22, 2019
Vice Chairman Byrd called for a motion on the approval of the agenda for Council's October 22, 2019, meeting.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Baten, and unanimously carried by Council to approve the agenda of Council's October 22, 2019, meeting as presented.

APPROVAL OF MINUTES: Regular Meeting Tuesday, October 8, 2019
Vice Chairman Byrd called for a motion on the approval of the minutes of Council's meeting held on October 8, 2019.

ACTION: MOTION was made by Councilman Baten, seconded by Councilman McGhaney, and unanimously carried by Council to approve the minutes of County Council's meeting held on October 8, 2019.

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

- (1) **OA-19-09 -- Stand-Alone Truck Parking In The Agricultural Conservation (AC) District (County) (19-910) – Second Reading/Public Hearing -- A Request To Amend Article 3 Section 3.N.3: Agricultural Conservation District (Conditional Uses) And Exhibit 5: Permitted And Conditional Uses In The Agricultural Conservation District Of The Sumter County Zoning & Development Standards Ordinance In Order To Include Commercial Truck And Trailer Parking Lots (SIC Code 752) As A Conditional Use (C-500) In The Agricultural**

Conservation (AC) Zoning District. (Council Will Hold A Public Hearing On This Ordinance Amendment Prior To Action On Second Reading.)

Mr. George McGregor, the Planning Director, presented this Ordinance Amendment to Council for second reading and public hearing. He stated that this is an Ordinance Amendment request from Mr. Hampton Gardner. The purpose of the request is to amend the text of the *Sumter County Zoning & Development Standards Ordinance* (herein referred to as the Ordinance) to allow stand-alone commercial truck and trailer parking lots in the Agricultural Conservation (AC) District via Conditional Use (C-500) approval.

Mr. McGregor informed Council that the applicant originally applied to make this use a special exception in the AC district. However, after review, staff recommends that this use go forward through the Ordinance Amendment process as a Conditional Use (C-500) versus a special exception. It was also stated that if this ordinance is approved, the staff has developed the following specific ordinance conditions for this use:

1. The applicant shall follow conditional-distance requirements outlined in Article 3, Exhibit 5. Applicable distance shall be measured from the edge of the proposed improved parking lot area.
2. All conditional use criteria outlined in Article 3, Section 5.b.1.a. thru 5.b.1.f. must be met.
3. Access to the site shall only be from a paved road that is functionally classified by SCDOT as a major or minor arterial.
4. A paved transition surface from the public road to at least the security gate of the site or at least 50 ft., whichever is greater.
5. A minimum 6-ft. six foot security fence around the improved parking lot area.
6. The defined parking area must meet applicable non-residential setbacks.
7. Minimum parcel size of 2 acres.
8. Parking area surface materials must consist of either gravel, crusher run, asphalt, or concrete.
9. In addition to required landscaping outlined in Article 8, Section D, the following buffer yard plantings or equivalent shall be provided where adjacent to residential land use and/or where adjacent to a street or road:
 - a. 15 ft. minimum buffer width;
 - b. 3 canopy trees per 100 linear feet;
 - c. 8 evergreen trees per 100 linear feet;
 - d. 15 tall shrubs per 100 linear feet;
 - e. Plant materials shall be sufficiently large and planted in such a fashion that a year round screen at least six (ft.) in height shall be produced within three (3) growing seasons.
10. All motor vehicles parked on the site must be properly licensed, registered, operable and capable of being driven off the site.

The proposed amendments would impact the following sections:

1. Amend *Article 3: Section 3.n.3 – Conditional Uses* (Agricultural Conservation District) to include Commercial Truck & Trailer Parking (SIC Code 752) as a use subject to conditional use approval.
2. Amend *Article 3: Exhibit 5 – Permitted and Conditional Uses in the Commercial, Industrial, Agricultural, and Conservation Districts* to specifically list Commercial Truck & Trailer Parking (SIC Code 752) as a C-500 use.
3. Amend *Article 5, Section 5.b.1 Criteria for Review* to include specific conditions for Commercial Truck & Trailer Parking Lot (SIC 752).
4. Amend *Article 10: Definitions* to include a specific definition for Commercial Truck & Trailer Parking Lots.

After Mr. McGregor's presentation, the Vice Chairman convened a public hearing on this proposed Ordinance Amendment. He asked if anyone wanted to speak in favor of or opposition to the ordinance. No one spoke to this issue, therefore, the Vice Chairman closed the public hearing and Council took action on second reading.

ACTION: MOTION was made by Councilman Baten, seconded by Councilwoman Baker, seconded by Councilman McGhaney, and unanimously carried by Council to grant second reading approval as presented.

(2) **19-911 – Second Reading/Public Hearing -- An Ordinance Of The Sumter County Council Adopting The Sumter 2040 Comprehensive Plan. (Council Will Hold A Public Hearing On This This Ordinance Prior To Action On Second Reading.)**

Mr. McGregor also presented this Ordinance Amendment for second reading and public hearing. He stated that the 2040 Comprehensive Plan would allow for the City and County, through the work of the Planning Commission, to direct Land Use growth for Commercial, Residential, Industrial, Agricultural, and other areas throughout Sumter.

Additionally, Mr. McGregor stated that the 2040 Comprehensive Plan is more user friendly. There is information in the 2040 Plan that will allow the average citizen to be able to read and understand the information. Also, the maps that are within the plan are color coordinated with green being the more rural areas, yellow the more suburban areas both City and County, blue is the Military Protection area, and the green is the environmental conservation areas.

There are several recommendations and suggestions within the document pending directions from Sumter County Council, which include possible changes to the Zoning Ordinance, studies for housing development, concerns or recommendations for economic development, etc.

After Mr. McGregor's presentation, Vice Chairman Byrd convened a public hearing on this proposed Ordinance Amendment. He asked if anyone wanted to speak in favor of or opposition to the ordinance. No one spoke during this public hearing; therefore, the Vice Chairman closed the public hearing.

Prior to taking action on second reading, Vice Chairman Byrd asked Mr. McGregor if there have been any changes to the commercial corridor. Mr. McGregor stated that there are no recommended changes to the commercial corridor. Then the Vice Chairman called for the motion on this ordinance.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Edens, and unanimously carried by Council to defer second reading approval and to schedule a Land Use Committee Meeting on November 12, 2019, at 4:30 p.m. in order for Committee Members and Council members to discuss this matter further.

OTHER PUBLIC HEARINGS:

- (1) **19-912 - An Ordinance Authorizing The Transfer Of Property On Wedgefield Road To Wedgefield Baptist Church. (Council Will Take Action On Second Reading Immediately After The Public Hearing Or During Old Business.)**

Mr. Johnathan Bryan, the County Attorney, presented this proposed ordinance to Council for second reading approval. He stated that there are several mark-ups listed within the proposed contract. A clean copy of the contract will be ready by third reading; however, the information in this mark-up copy of the contracted needed to be available as a part of the ordinance during the public hearing. The Wedgefield Church offered to purchase the property on Wedgefield Road from the County for \$30,000.

The Vice Chairman convened a public hearing on this matter. No one spoke during public hearing; therefore the Chairman closed the public hearing. The action on second reading is recorded under Old Business listed below.

NEW BUSINESS:

- (1) **A Proclamation Proclaiming October 23-31, 2019, as Red Ribbon Week In Sumter County, South Carolina.**

Mary W. Blanding, the Clerk to Council, presented this proposed proclamation to Council on behalf of the Parris Island Youth Program. One of the students, Corporal Bilby, was present and received the Proclamation on behalf of the Parris Island Young Marines Program. After the proclamation was read by the Clerk, pictures were taken with the Vice Chairman and Mayor Allen Daily from the Sheriff's Office.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman McGhaney, and unanimously carried by Council to grant approval of the proclamation, and authorized the Chairman and the Clerk to execute and deliver the proclamation on behalf of the County.

***WHEREAS,** Alcohol and drug abuse in this Nation have reached epidemic stages; and*

***WHEREAS,** It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and*

***WHEREAS,** The National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and*

***WHEREAS,** The National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2019; and*

***WHEREAS,** business, Government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and*

***WHEREAS,** the community of Sumter County further commit to work with Law Enforcement to ensure the success of the Red Ribbon Campaign;*

NOW, THEREFORE, BE IT RESOLVED, We, the Members of Sumter County Council, do hereby proclaim October 23-31, 2019, as **RED RIBBON WEEK**, and encourage our citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free community in Sumter County, South Carolina.

(2) Sumter County 2020 Employees Holiday Calendar.

The Assistant County Administrator, Lorraine W. Dennis, presented this proposed Employee Calendar to Council members for action. She stated that there are no new dates; however, the additional date on the 2020 calendar is Election Day. After review of the calendar, Vice Chairman Byrd stated that he would entertain a motion for approval of the 2020 Employee Calendar.

Wednesday, January 1	New Year's Day
Monday, January 20	Martin Luther King, Jr. Day
Monday, February 17	President's Day
Friday, April 10	Good Friday
Monday, May 25	Memorial Day
Saturday, July 4 (Observed Friday 3)	Independence Day
Monday, September 7	Labor Day
Tuesday, November 3	Election Day
Wednesday, November 11	Veteran's Day
Thursday and Friday, November 26 and 27	Thanksgiving
Wed, Thurs and Friday, December 23, 24, and 25	Christmas
Varied	Employee Birthday

ACTION: MOTION was made by Councilman Baker, seconded by Councilman McGhaney, and unanimously carried by Council to grant approval of the 2020 Sumter County Employee Holiday Calendar as presented to Council.

(3) Sumter County Council 2020 Meeting Calendar.

Approved

Month Of Meeting	First Meeting Date	Second Meeting Date
January	14 Held at 141 N. Main Street	28 Held at 141 N. Main Street
February	11 Held at 141 N. Main Street	25 Held at 141 N. Main Street
March	10 Held at 141 N. Main Street	24 Held at 141 N. Main Street
April	14 Held at 141 N. Main Street	28 Held at 141 N. Main Street
May	12 Held at 13 E. Canal Street	26 Held at 13 E. Canal Street
June	9 Held at 13 E. Canal Street	23 Held at 13 E. Canal Street
July	14 Held at 13 E. Canal Street	28 Held at 13 E. Canal Street

August	11 Held at 13 E. Canal Street	25 Held at 13 E. Canal Street
September	8 Held at 13 E. Canal Street	22 Held at 13 E. Canal Street
October	13 Held at 13 E. Canal Street	27 Held at 13 E. Canal Street
November	10 Held at 13 E. Canal Street	24 Held at 13 E. Canal Street
December	8 Held at 13 E. Canal Street	None

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Edens, and unanimously carried by Council to grant approval of Council meeting calendar as presented.

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

None

OLD BUSINESS:

- (1) **19-912 – Seconding Reading An Ordinance Authorizing The Transfer Of Property On Wedgefield Road To Wedgefield Baptist Church.**

Vice Chairman James R. Byrd asked the County Attorney to present this ordinance to Council and the public. Information on this presentation is listed above under Public Hearing. After the presentation, the Vice Chairman convened a public hearing. Once the public hearing was concluded, the Vice Chairman stated that he would entertain a motion concerning second reading for this ordinance.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Edens, and unanimously carried by Council to grant second reading approval on this proposed ordinance.

COMMITTEE REPORTS:

- (1) Report From Council Members On Other Meetings, Trainings, And/Or Conferences.

Councilman Baten called the attention to Council about a letter received from Sumter County Sheriff (attached to the end of these minutes) and all Council members received a copy of this letter. Councilman Baten asked that his statements that he read would be included in the minutes verbatim as listed below.

Letter (undated) from Sumter County Sheriff Anthony Dennis regarding, “Salary Adjustments for Deputies and Detention Center Officers.” Sheriff Dennis related that a recent article by WIS (Kiana Miller) on October 9, 2019, referenced a study published by security.org focused on the best and worst cities for police officers in the country. Five South Carolina cities made the list.

In Sheriff Dennis’ letter, he said, “I am disappointed and embarrassed that Sumter is presented this way.” He further stated that his deputies’ are under paid. He said he has personally attended County Council meetings and seen Council members advocate for an increase in educator’s salaries but, never heard any council member speak as passionately about law enforcement salaries.

Sheriff Dennis said “And today we are dealing with much harsher criminals who are later housed at our detention center where some of them verbally abuse, threaten, attack, and throw bodily fluids on our detention officers.” I am personally aware of detention center inmates’ verbally abuse and threats. My daughter, Doctor Alexandria Baten, was an education instructor for the Sumter Adult Education Center and taught classes at the Sumter/Lee Detention Center. Due to under staffing and lack of security, she was repeatedly verbally abused and had her life threatened.

Therefore, I wholeheartedly agree with Sheriff Dennis when he states, “It seems County Council is neglecting its oath to do what is best for the County by neglecting our County officers.” Conversely, I concur with the statements by Sheriff Dennis. This is not about policies, this is about men and women who put themselves in harm’s way to serve and protect our citizens. People in uniform who make a career in law enforcement. Never knowing when they will be required to make the ultimate sacrifice in the line of duty.

I recommend that our Personnel Committee address this issue. However, due to past action, I will have this issue placed on the agenda for open discussion during our regular council meeting on November 12, 2019.

Councilman Edens asked to be heard on this matter as presented by Councilman Baten; the Vice Chairman allowed comments from Councilman Edens. Councilman Edens said that this is clearly a budgetary matter and it should be heard during the budget process. It is not something that Council would even consider during mid-year. Councilman Edens further stated that he would fully support Council looking at this during the budgetary process as well as conducting an overall staff analysis of all employees and salaries. He further said that he does not believe that this should be discussed in the meeting on November 12, 2019, as suggested by Councilman Baten.

Councilman Baten further stated that he would agree that this is a budgetary item; however, what happened out at the jail did not happen during the budget time. When the Detention Center had the riot, one of the Correctional Officers was stabbed in the back; it was not during budgetary times. Therefore, Council can wait, but he, Councilman Baten, is trying to be proactive and start dealing with the issues out there. It was further stated by Councilman Baten that the County now has criminals that are more dangerous in its detention center. We should take action to make sure that they are secure. We need to make sure we have the staff; they are short staffed at the detention center; they are about 70 percent manned that creates a security problem that puts their lives in danger. We cannot wait for one of those officers to be seriously harmed or killed before we take action. We need to be proactive and not reactive.

MONTHLY REPORTS

1. Sheriff's Office
2. Chamber Retreat 2020
3. Planning Commission Monthly Report
4. Building Department Monthly Report
5. Tour Of International Paper Company, Sumter Plant
6. HYPE Program, Lights On After School Program
7. Make A Difference Day Crestwood Student
8. Economic Impact – Darla Moore School of Business

COUNTY ADMINISTRATOR’S REPORT

The County Administrator, Gary Mixon, was not at the meeting due to attending the National Association of County Administrator/City Managers. Mr. Mixon represented South Carolina as the President of the South Carolina President of the County Administrators/City Managers.

Mrs. Dennis, the Assistant County Administrator, was present. She stated she had no report for Council.

PUBLIC COMMENT

Vice Chairman Byrd stated that he would receive comments from the Public, and each person would have up to three minutes to speak to Sumter County Council.

- Bennie Webb stated that he is a retired SLED Agent, former Chief of Police, Undercover Narcotic Agent and has served over 30 years in law enforcement. Mr. Webb said that he wholeheartedly agrees with Sheriff Dennis and Councilman Baten that the officers have to make more money. He further stated that he has not seen crime as it is now in Sumter with the number of guns and the constant crimes being committed. The officers need appropriate compensation whether it is budget time or not. He stated that he admonishes Council to do something about the salaries of law enforcement officers. Mr. Webb said that if nothing is done, Sumter County would continue to lose officers to SLED, Richland County, Highway Patrol, and even Lee County. Mr. Webb also asked Council to consider an emergency meeting and an emergency ordinance to take care of this problem.
- Larry Huff, President of the Sumter County Veterans Association – Spoke to Council about the new Veterans Park. He stated that there is one low spoke that needs to be build up or it could cause problems. The location is what used to be the entrance to the park. People are still trying to use that as an entrance.
- Barbara Richburg spoke to Council about her concern for the lack of interaction with the Codes Enforcement Personnel in the Greater Turkey Creek Neighborhood. She stated there have been numerous calls during the summer; however, there is no response to the calls. If calls are received, the requests have not been handled. They were told that the codes enforcement officer for their area is hospitalized; but the needs for help is still there.

ADJOURNMENT

There being no further business for Sumter County Council, and no additional comments from the public, the meeting adjourned at 6:31 p.m. after a motion by Councilman Edens, seconded Councilman Baker, and unanimously carried by Council.

Respectfully submitted,

James T. McCain,
Chairman or Vice Chairman
Sumter County Council

Mary W. Blanding
Clerk to County Council
Sumter County Council

Approved: _____, 2019

I certify that public and media notification of the above-mentioned meeting was given prior thereto as follows required by Freedom of Information:

Public Notified: Yes

Manner Notified: Agendas posted on bulletin board on first floor of the Sumter County Courthouse.

Date Posted: October 18, 2019

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: October 17, 2019

Respectfully submitted,

Mary W. Blanding

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**SUMTER COUNTY
SHERIFF'S OFFICE**



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1281 North Main St
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To: The Honorable Sumter County Councilman Gene Baten

From: Sheriff Anthony Dennis

Re: Salary Adjustments for Deputies and Detention Officers

Dear Councilman Baten,

A recent article published by WIS regarding officer salaries has prompted me to write this letter and once again, advocate on behalf of our county deputies and detention officers for salary increases.

The article focuses on the best and worst cities for police and sheriff's patrol officers in the country and Sumter is ranked 15 out of 20 for the lowest median income. This ranking includes city officer salaries but even they are paid more than our county officers.

I am disappointed and embarrassed that Sumter is presented this way.

I have asked several times for County Council to consider raising the salaries for our deputies and detention officers as we continue to ask them to do more with less.

The detention center has brought in approximately \$2 million in revenue since it has come under my leadership in September 2017. I challenge you to reach that sum when combining the revenues at the detention center for the 10 years prior to that.

Our narcotics division is self-sufficient with the seized funds those officers obtain through their investigative efforts. Our officers, along with other local emergency responders, are also dealing with the growing opioid problem which at least one council member continuously mentions during council meetings.

And, our agency has accumulated millions of dollars' worth of technology through grants.

The Sumter County Sheriff's Office is seen as one of the top agencies in the state and that is not by luck nor favor.

Draft

It is difficult to explain to our deputies why they are not paid as much as officers at other agencies when those officers come to us for training. Sumter police officers even come to us for training.

But instead of recognition through appropriate compensation, county law enforcement officers receive words and no action.

I have personally attended council meetings and have seen council members advocate for an increase in educator salaries — and I, too, agree that they should receive an increase for their work — but I never hear any council member speak as passionately about county law enforcement salaries.

If salaries are mentioned, they are often compared to those of Sumter police officers who do not have the same duties nor the same distance of jurisdiction to cover as our county deputies. And city officers do not have any duties at the detention center other than to bring in arrestees.

I have even heard our deputies' salaries compared to the salaries of non-emergency-response county employees. During my time at the sheriff's office I have seen two Sumter County deputies make the ultimate sacrifice, as well as other officers across the state. That is what each county deputy knows they face each day they put on the uniform and come to work.

And today we are dealing with much harsher criminals who are later housed at our detention center where some of them verbally abuse, threaten, attack and throw bodily fluids on our detention officers.

For these reasons, the comparison between law enforcement and non-emergency response personnel is unacceptable.

Our officers' salaries should be compared to other county law enforcement agencies. And we are trailing behind them.

If we lose officers, it is not to the city. They leave Sumter County!

Our officers enjoy working here and many do not desire to uproot their families but that becomes something to consider when they can make more somewhere else. They should not be put in that position.

As a possible solution, I was presented with the option of increasing starting salaries which would pay a rookie officer more than some current

S H E R I F F A N T H O N Y D E N N I S

Dr.

officers. An idea like that could only be presented without the forethought of the impact on officer morale.

We all know this is not a profession someone enters for the pay but an officer's salary must match his level of work like an employee in any career field would expect. Our officers continue to work hard despite the inadequate compensation because they have a strong sense of duty and will stay true to their oath.

It seems county council is neglecting its oath to do what is best for the county by neglecting our county officers.

While Sumter County is a place of vast economic growth, public safety is a factor in a company's choice to bring its resources here. We all want to see the county grow but our officers are still waiting for the interest of growth to extend to them.

It also seems that the sheriff's office is seen as second to the police department when the county and city have joint law enforcement projects when I am given little to no opportunity to provide input. County officers even have limited access to joint facilities.

County Council should be ashamed and embarrassed that other agencies come to our county officers for training and guidance yet are paid significantly less than those other officers.

I ask that you consider the enclosed article and salary survey that includes figures from sheriff's agencies around the state when you assess how to justly compensate our deputies and detention officers. Their salaries need to reflect the level of work they do and, financially, put them in league with their fellow county officers in this state.

Regards,

Anthony Dennis

Sheriff Anthony Dennis

S H E R I F F A N T H O N Y D E N N I S

5 South Carolina cities make best and worst list for police

By Kiana Miller | October 9, 2019 at 4:01 AM EDT - Updated October 9 at 9:50 AM

COLUMBIA, S.C. (WIS) - A recent study published by security.org focused on the best and worst cities for police officers in the country. Five South Carolina cities made the list.

According to the study, more than 800,000 people are employed as police officers in the country and the average police officer makes more money than the average worker among all occupations. Thus, the attractiveness of a city is very important for an officer who is beginning or continuing their career.

The rankings analyzed income, safety, employment and cost of living in 300 cities.

Sumter ranked ninth as the worst city in the country for quality of life for police officers and ranked sixth for the lowest median income in the country with \$35,410.

Florence ranked seventh with \$35,770 concerning median annual income for police officers.

Concerning total police officer employment, Sumter made the list again coming in second for the lowest amount of job availability for police officers. If police officers are basing their job search on cost of living, Sumter may be an ideal city. It placed ninth on the low end for this category with \$814 being its median monthly rent.

Charleston and Hilton Head made appearances in this report regarding median monthly rent as a percentage of police officers' median monthly income, both on the higher end of the list.

Ad

Police Say To Carry This

Police say everyone should carry this new safety device that protects against attackers
TrySafePersonalAlarm.com

Hilton head placed third with 45.3 % and Charleston placed fifth with 43.9 %.

Columbia placed 17th on the high end concerning police officer employment per 1,000 jobs.

According to the report, law enforcement remains third concerning approval ratings despite the percentage of people viewing police as favorable falling 7% since 2017.

To read the full report click [here](#).

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County	Starting salaries LEO	Starting salaries CO	Population	County Size	# of certified LEO
Dorchester County SO	\$41,426	\$34,782	153,773	576 sq miles	131
Richland County SO	\$40,000		409,549	772 sq miles	684
Orangeburg County SO	\$39,254	\$35,795 (16.39hr)	86,934	1128 sq miles	100
Anderson County SO	38,250 1 year exp 40,500 5yr+ exp	33,150	200,482	757 sq miles	
Kershaw County SO	38,000 (Class I) 30,000 Class III	13.45 hour	65,592	740 square miles	
Florence County SO	\$37,272	\$32,488	136,000	804 sq miles	160
Berkely County SO	\$36,354	\$31,404.57	210,898	1229 sq miles	223
Calhoun County SO	\$35,335	\$26,500	14,796	392 sq miles	32
Darlington County SO	\$34,325	\$26,797	67,234	567 sq miles	73
Lee County SO	\$33,000	SCSO(29,000)	17,635	411 sq miles	28
Sumter County SO	\$31,000	\$29,000	107,396	682 sq miles	128
Lexington County SO			290,642	758 sq miles	312

Sent an email 8/26/19 am



Sumter City-County

Planning Department

DERON L. MCCORMICK
GARY M. MIXON
CITY MANAGER
ADMINISTRATOR

GEORGE K. MCGREGOR
PLANNING DIRECTOR

COUNTY

MEMORANDUM

TO: Mary Blanding, Clerk to County Council

FROM: George K. McGregor, AICP, Planning Director

DATE: November 6, 2019

SUBJECT: COUNTY COUNCIL AGENDA – November 12, 2019

The Sumter City-County Planning Commission will have the following land use item(s) for review at County Council on Tuesday, November 12, 2019:

THIRD AND FINAL READING

OA-19-09, Stand-Alone Truck Parking in the Agricultural Conservation (AC) District (County)

A request to amend Article 3 Section 3.N.3: Agricultural Conservation District (Conditional Uses) and Exhibit 5: Permitted and Conditional Uses in the Agricultural Conservation District of the *Sumter County Zoning & Development Standards Ordinance* in order to include Commercial Truck and Trailer Parking Lots (SIC Code 752) as a conditional use (C-500) in the Agricultural Conservation (AC) zoning district.

SECOND READING

Sumter 2040 Comprehensive Plan

If you have any questions or need additional information, please contact me at (803) 774-1660.

Sumter City-County Planning Commission

September 25, 2019

OA-19-09, Stand-Alone Truck Parking in the Agricultural Conservation (AC) District (County)

I. THE REQUEST

Applicant: Hampton Gardner

Request: Amend Article 3 Section 3.N.3: Agricultural Conservation District (Conditional Uses) and Exhibit 5: Permitted and Conditional Uses in the Agricultural Conservation District of the *Sumter County Zoning & Development Standards Ordinance* in order to include Commercial Truck and Trailer Parking Lots (SIC Code 752) as a conditional use (C-500) in the Agricultural Conservation (AC) zoning district.

II. BACKGROUND

This is an Ordinance Amendment request by Mr. Hampton Gardner. The purpose of the request is to amend the text of the *Sumter County Zoning & Development Standards Ordinance* (herein referred to as the Ordinance) to allow stand-alone commercial truck and trailer parking lots in the Agricultural Conservation (AC) District via conditional use (C-500) approval.

Note: The applicant originally applied to make this use a special exception in the AC district. However, after review, staff recommends that this use go forward through the Ordinance Amendment process as a Conditional Use (C-500) versus a special exception.

Stand-alone commercial truck and trailer parking areas are currently not permitted in the AC district. Within the Ordinance, this use is included under the larger classification of Automotive Parking SIC Code 752 as a permitted by-right use within the Light Industrial (LI) and Heavy Industrial (HI) zoning districts only. Additionally, it is a listed conditional use within the General Commercial (GC), Central Business District (CBD), and Multi-Use Industrial (MUI) zoning districts.

The Ordinance includes general provisions applicable to all conditional uses in *Article 5, Section 5.b.1.a* thru *5.b.1.f*. Additionally, the Ordinance lists conditional uses with an associated distance (i.e., C-500) for certain uses in the AC district. These types of conditional uses require that applicants obtain concurrence from at least 2/3 (67%) of surrounding property owners and tenants located within the stated distance of the proposed building or limits of disturbance.

If approved, the proposed text amendment will allow stand-alone commercial truck and trailer parking as a C-500 use within AC district. In addition to all applicable conditional use requirements, staff has developed specific ordinance conditions for this use:

1. The applicant shall follow conditional-distance requirements outlined in Article 3, Exhibit 5. Applicable distance shall be measured from the edge of the proposed improved parking lot area.
2. All conditional use criteria outlined in Article 3, Section 5.b.1.a. thru 5.b.1.f. must be met.
3. Access to the site shall only be from a paved road that is functionally classified by SCDOT as a major or minor arterial.
4. A paved transition surface from the public road to at least the security gate of the site or at least 50 ft., whichever is greater.
5. A minimum 6-ft. six foot security fence around the improved parking lot area.
6. The defined parking area must meet applicable non-residential setbacks.
7. Minimum parcel size of 2 acres.
8. Parking area surface materials must consist of either gravel, crusher run, asphalt, or concrete.
9. In addition to required landscaping outlined in Article 8, Section D, the following buffer yard plantings or equivalent shall be provided where adjacent to residential land use and/or where adjacent to a street or road:
 - a. 15 ft. minimum buffer width;
 - b. 3 canopy trees per 100 linear feet;
 - c. 8 evergreen trees per 100 linear feet;
 - d. 15 tall shrubs per 100 linear feet;
 - e. Plant materials shall be sufficiently large and planted in such a fashion that a year round screen at least six (ft.) in height shall be produced within three (3) growing seasons.
10. All motor vehicles parked on the site must be properly licensed, registered, operable and capable of being driven off the site.

Proposed Text Amendment

A strike-through of the proposed text amendments are attached as “Attachment #1”. The proposed amendments would impact the following sections:

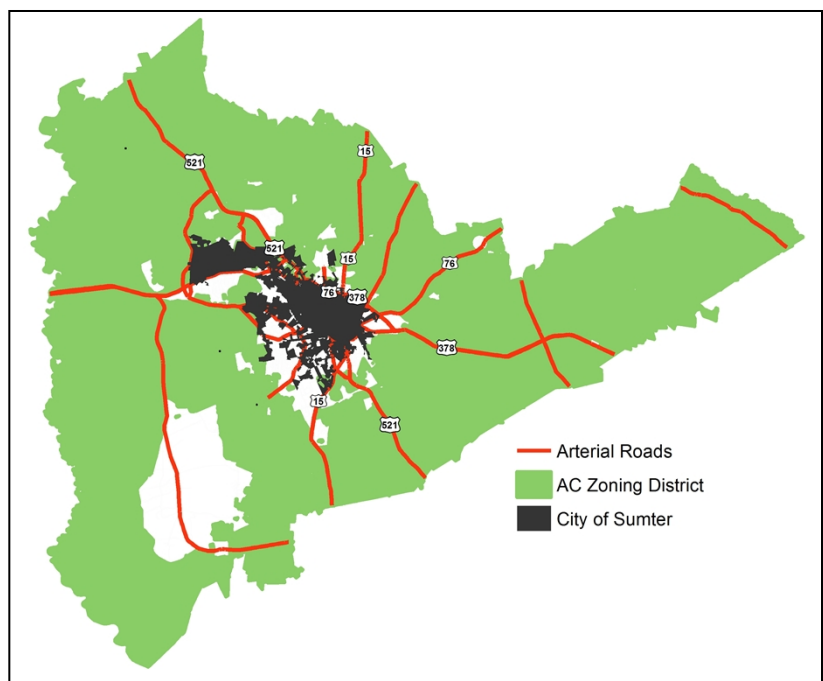
1. Amend *Article 3: Section 3.n.3 – Conditional Uses* (Agricultural Conservation District) to include Commercial Truck & Trailer Parking (SIC Code 752) as a use subject to conditional use approval.
2. Amend *Article 3: Exhibit 5 – Permitted and Conditional Uses in the Commercial, Industrial, Agricultural, and Conservation Districts* to specifically list Commercial Truck & Trailer Parking (SIC Code 752) as a C-500 use.
3. Amend *Article 5, Section 5.b.1 Criteria for Review* to include specific conditions for Commercial Truck & Trailer Parking Lot (SIC 752).
4. Amend *Article 10: Definitions* to include a specific definition for Commercial Truck & Trailer Parking Lots.

III. STAFF RECOMMENDATION

Staff recommends approval for Commercial Truck & Trailer Parking Lots to be included as a Conditional Use (C-500) in the AC zoning district with the specific conditions referenced above and included in Attachment # 1.

Short-term commercial truck parking is a national concern. Commercial truck drivers are only allowed to be on the road a certain amount of time each day, according to the Federal Motor Carrier Safety Administration Hours of Service requirements. Lack of truck parking supply can lead to fatigued truck drivers on the road and force them to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots according information released by the National Coalition on Truck Parking under the sponsorship of the U.S. Department of Transportation. Additionally, commercial trucks and trailers are not permitted in many residential areas where truck drivers have housing.

Staff notes that there are limited areas in Sumter County with official short-term commercial truck and trailer parking. However, staff also notes that this use has the potential to provide impacts to adjacent property. Specific Ordinance conditions related to this use have been developed that address location, setbacks, screening, surface area material, parcel size, and security. Specifically noted is the proposed condition that such uses must have access from a paved arterial road. See map to the right showing arterial roads in Sumter County and the AC zoning district.



V. PLANNING COMMISSION – SEPTEMBER 25, 2019

The Sumter City-County Planning Commission at its meeting on Wednesday, September 25, 2019, voted to recommend approval of this request.

VI. COUNTY COUNCIL – OCTOBER 8, 2019 – FIRST READING

The Sumter County Council at its meeting on Tuesday, October 8, 2019, gave First Reading approval for this request.

VII. COUNTY COUNCIL – OCTOBER 22, 2019 – SECOND READING/PUBLIC HEARING

The Sumter County Council at its meeting on Tuesday, October 22, gave Second Reading approval for this request.

VIII. COUNTY COUNCIL – NOVEMBER 12, 2019 – THIRD/FINAL READING

**AN ORDINANCE OF THE SUMTER COUNTY COUNCIL ADOPTING
THE SUMTER 2040 COMPREHENSIVE PLAN**

Whereas, Sumter County Council adopted the 2030 Comprehensive Plan on December 8, 2009; and

Whereas, Sumter County Council finds it appropriate to re-evaluate and revise the 2030 Comprehensive Plan to meet changing conditions; and

Whereas, Sumter County Council will consider the adoption of the Sumter 2040 Comprehensive Plan, hereinafter referred to as “the Comprehensive Plan” to provide a long range land use vision for the community’s future; and

Whereas, the Comprehensive Plan includes all of the planning and mapping elements required by Chapter 29 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, as follows:

1. a population element which considers historic trends and projections, household numbers and sizes, educational levels, and income characteristics;
2. an economic development element which considers labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base;
3. a natural resources element which considers slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types;
4. a cultural resources element which considers historic buildings and structures, commercial districts, residential districts, unique, natural or scenic resources, archaeological, and other cultural resources;
5. a community facilities element which considers water supply, treatment, and distribution; sewage system and waste water treatment; solid waste collection and disposal, fire protection, emergency medical services, and general government facilities; education facilities; and libraries and other cultural facilities;
6. a housing element which considers location, types, age and condition of housing, owner and renter occupancy, and affordability of housing; and
7. a land use element which considers existing and future land use by categories; including residential, commercial, industrial, agricultural, forestry, mining, public and quasi-public, recreation, parks, open space, and vacant or undeveloped; and includes maps of current and desired future land use; and
8. a transportation element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of the transportation network; and
9. a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the

next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools; and

Whereas, a Community Survey was developed in an effort to solicit public input on a variety of growth, development and quality of life issues; and

Whereas, the efforts of Sumter County Council, Sumter City-County Planning Commission and the staff of the Planning Department have resulted in a balanced Comprehensive Plan to guide future growth; and

Whereas, the Sumter City-County Planning Commission voted to recommend approval of the Comprehensive Plan to Sumter County Council on August 28, 2019; and

Whereas, a public hearing concerning the adoption of the Comprehensive Plan was held on October 22, 2019 after notice of the time and place of the public hearing was published in the Sumter Item newspaper at least 30 days prior to the hearing; and

Now, therefore be it resolved by Sumter County Council, having met the requirements of Chapter 29 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, hereby adopts the Sumter 2040 Comprehensive Plan.

Be it further resolved that the 2040 Sumter Comprehensive Plan shall be utilized by Sumter County Council, the Sumter City-County Planning Commission, and all County Departments, agencies and officials as the official policy guide for making decisions concerning the growth and development of Sumter County.

DONE RATIFIED AND ADOPTED BY THE CHAIRPERSON AND THE COUNTY COUNCIL OF THE COUNTY OF SUMTER, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2019.

COUNTY OF SUMTER, SOUTH CAROLINA

James T. McCain, Chairman

ATTEST:

Mary Blanding

First Reading:
Second reading:

Public Hearing:
Third Reading :

STATE OF SOUTH CAROLINA

RESOLUTION NUMBER R-19-04

COUNTY OF SUMTER

**A RESOLUTION TO OPT OUT OF THE NATIONWIDE CLASS
CERTIFIED FOR NEGOTIATION PURPOSES IN
IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION, MDL 2804**

WHEREAS, Sumter County (the County) is a plaintiff in the consolidated South Carolina state court action *In re: South Carolina Opioid Litigation* and is represented in that action by John B. White, Jr. of Harrison White, PC (South Carolina Opioid Counsel);

WHEREAS, a class has been certified under Rule 23 of the Federal Rules of Civil Procedure (the Class) in the multidistrict litigation *In Re: National Prescription Opiate Litigation* that is intended to encourage and facilitate negotiations between opioid defendants and Class members;

WHEREAS, the Class encompasses all cities and counties in the United States, including the County;

WHEREAS, membership in the Class allows the County to share in any approved nationwide settlement reached with the Class (an Approved Settlement) and binds the County to any such settlement;

WHEREAS, opting out of the Class foregoes the County's right to share in an Approved Settlement and prevents the County from being bound by any such settlement;

WHEREAS, the deadline for opting out of the Class is November 22, 2019 (the Opt-Out Deadline), after which there is no guarantee that the County will be permitted to change its position relative to the class;

WHEREAS, the failure to affirmatively opt out of the class by the Opt-Out Deadline will result in the County remaining a member of the Class;

WHEREAS, the County recognizes that it could choose to be a member of the Class but desires to opt out of it;

NOW, THEREFORE, BE IT RESOLVED by the Sumter County Council (the Council) that the County will opt out of membership in the Class. **BE IT FURTHER RESOLVED THAT** the Council will sign the appropriate exclusion request form, thereby affirmatively opting out of the

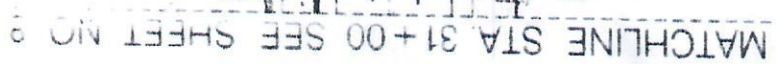
Class, and the Council's attorney shall communicate the Council's decision and deliver the exclusion request form to South Carolina Opioid Counsel as soon as is practicable after the adoption of this resolution, and by November 19, 2019 at the latest, to ensure the County's decision to opt out of the Class is effectuated.

Adopted this 12th day of November, 2019.

SUMTER COUNTY COUNCIL

James T. McCain, Jr., Chairman

Attest: Mary W. Blanding,
Clerk to Sumter County Council



1 EXISTING RIGHT-OF-WAY IS REFERENCED FROM
EXISTING CENTERLINES OR PLATS, AS NOTED

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CONSULTING COMPANY, LLC

CONSULTING COMPANY L.L.C.

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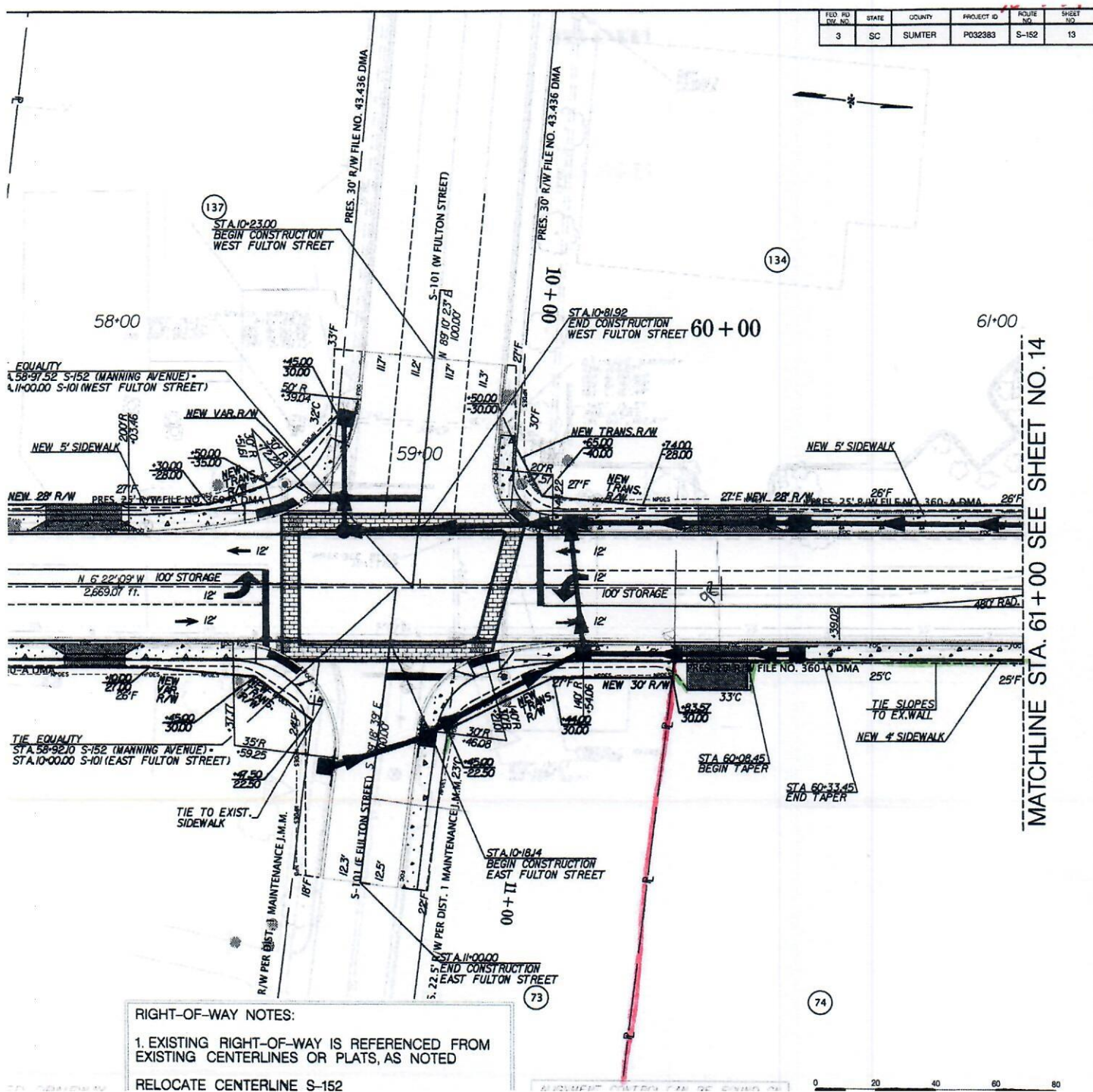


RELOCATE CENTERLINE S-152
FROM STA 17+61.02 STA 74+54.86

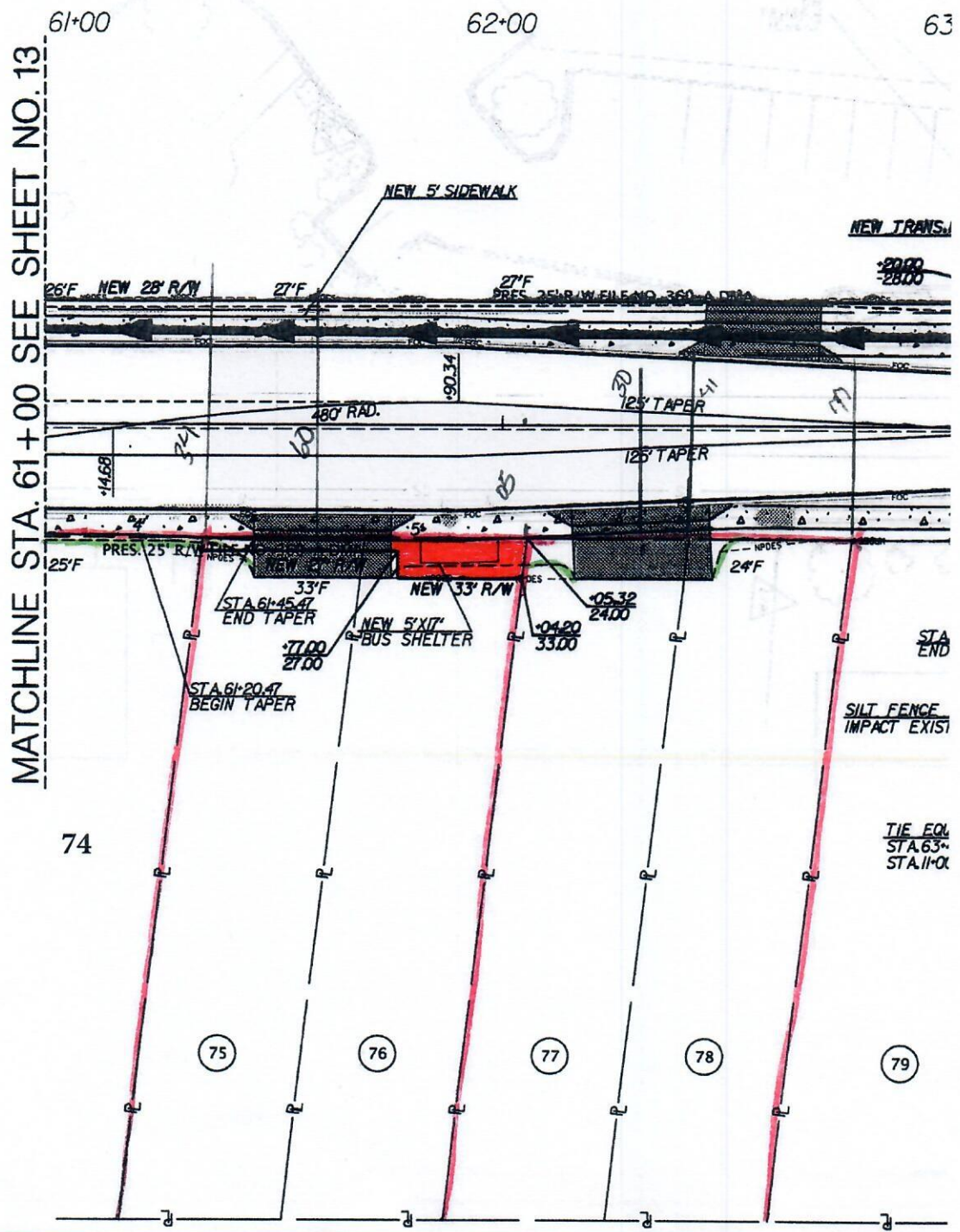
PLAN SHEET
S-152 (MANNING AVENUE)

MATCHLINE STA. 61+00 SEE SHEET NO. 14

Attachment 3



1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668



ORDINANCE NO. 19-912

**AN ORDINANCE AUTHORIZING
THE TRANSFER OF PROPERTY ON WEDGEFIELD ROAD TO WEDGEFIELD
BAPTIST CHURCH**

WHEREAS, Sumter County owns property on Wedgefield Highway which has an address of 1 Coulter Drive and is shown on the tax maps for Sumter County as parcel number 099-06-04-006; and

WHEREAS, Wedgefield Baptist Church is interested in purchasing the property to enhance its mission in that community; and

WHEREAS, Sumter County does not currently need the property for any public purpose,

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 enter into the Real Estate Purchase Contract which is attached hereto as Exhibit A, the terms of which are incorporated herein by reference.

This Ordinance shall be effective upon Third Reading.

Proceeds of the sale shall be distributed to the Sumter County Infrastructure Fund.

That the County Administrator is authorized to sign the Real Estate Purchase Contract, the deed and any other documents necessary to convey the property to the Buyer.

**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: October 8, 2019.

Second Reading: _____, 2019.

Notice of Public Hearing published in
The Item: _____, 2019.

Public Hearing Held: _____, 2019.

Third Reading and Adoption: _____, 2019.

CONTRACT FOR SALE OF REAL PROPERTY

THIS IS A BINDING LEGAL DOCUMENT. ALL PARTIES ARE ADVISED TO READ AND BE SURE TO UNDERSTAND THIS DOCUMENT, AND TO CONSULT AN ATTORNEY CONCERNING OBLIGATIONS UNDER THIS CONTRACT.

This contract made and entered into this 24 day of October, 2019 by and between Sumter County ("SELLER") and Wedgefield Baptist Church ("PURCHASER"). Property shall be deeded in the name(s) of Wedgefield Baptist Church.

The Seller(s) agrees to sell, and the Purchaser(s) agrees to buy the following described property: All that certain piece, parcel and lot of land, with the improvements thereon, if any, lying, being and situate in Sumter County, South Carolina, shown on plat recorded in Plat Book Z-39 at Page 323, Sumter County records. This is the same property known as 1 Coulter Drive, Sumter County, SC Tax Parcel No. 099-06-04-006.

The terms and conditions of this contract of sale are as follows: Total purchase price (\$30,000.00), payable as follows: Earnest money Deposit in the amount of \$ N/A Dollars; Purchase price (\$ 30,000.00) to be paid in full at closing, in cash or certified funds.

1. **Loan processing and application:** This contract is NOT contingent upon Buyer obtaining any financing.
2. **Consideration:** The mutual promises of the parties and obligations contained herein, together with the earnest money deposit paid by Purchaser to Seller.
3. **The Seller covenants and agrees to convey the said property to the purchaser in fee simple by quit claim deed, free and clear from any encumbrances, liens or defects to title.**

Upon receipt of the full purchase price, Seller agrees to convey title by quit claim deed as set forth above, with title to be in the name(s) of Wedgefield Baptist Church; possession of said property will be given to the Buyer at the time of closing.

4. **Closing Costs:** Buyer and Seller agree to pay customary closing costs. Sellers' closing costs shall include cost of deed preparation, documentary stamps, and all other customary Seller's closing costs.

Buyers' closing costs shall include attorney's closing fee, title examination, title insurance and recording fees, together with other customary Buyer's closing costs.

*See estimate of closing costs at end of contract.

Taxes and assessments ☒ will ~~not~~ be prorated to date of completion of sale. (Pro rated taxes for 2019 shall be calculated as of date of closing, based on the current information available from the Sumter County Assessor's Office. *(N/A if 2019 taxes abated)*)

5. **Wood Infestation Report:** Not applicable. Property being purchased "As Is."
6. **Inspection:** Not applicable. Property being purchased "As Is."
7. **Seller's Obligation to Make Repairs:** The Seller has no obligation to make any repairs to any structures upon the property.
8. **Disclaimer:** The parties acknowledge that South Carolina law provides for various disclosure statements (by way of illustration and not limitation, Megan's Law, Lead Based Paint Disclosure and other statutory); however, both parties waive all disclosure requirements, and the Buyer acknowledges that he/she has had full opportunity to inspect the property before closing.

9. **Date of Closing:** The parties agree that time is of the essence, and closing shall take place on or November 15, 2019; provided, however, if closing has not occurred on or before this specified closing date because of reasons beyond the control of either party, the contract closing date may be automatically extended for a period not to exceed fifteen (15) days upon request of either party. Closing shall be at the law offices of Curtis & Croft, LLC, 325 West Calhoun Street, Sumter, South Carolina, Tel (803)778-7404; Facsimile (803)773-5645; email william@curtisandcroft.com

10. **Other terms:**

A. This contract is contingent upon approval by Sumter County Council as evidenced by passage of an ordinance which requires three (3) readings and a public hearing.

B. Other: W/ A

All terms and conditions of this agreement do not survive closing unless otherwise specified.

In witness whereof, this agreement has been duly executed by the parties:

Buyer: Pastor & June Hoff Jr. Date: 10-24-19

Witness: Shirley Roth Date: 10-24-19

Seller: _____ Date: _____

Witness: _____ Date: _____

Parties' contact:

Seller: Sumter County -

Contact: Johnathan W. Bryan Phone (803) 774-3877
email: jbryan@sumtercountysc.org
Mailing address: 13 E. Canal St., Sumter, SC 29150

Buyer: Wedgefield Baptist Church-

Contact: Warren S. Curtis, Buyer's Attorney Phone (803) 778-7404
email: Warren@curtisandcroft.com
Mailing address: 325 W. Calhoun St., Sumter, SC 29150

**SUMTER COUNTY
ORDINANCE NO. 19-913**

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 COMBINE, 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.

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"), and 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, 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 or 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 Combine, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company"), is considering the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, they will invest, or caused to be invested, at least \$26,000,000, in the aggregate, in the Project and

will create, or cause to be created, at least 10 new, full-time jobs, in the aggregate, in the County; and

WHEREAS, based on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on October 8, 2019 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the "Incentive Agreement"), the form of which is presented to this meeting, which Incentive Agreement is to be dated as of _____, 2019, or such other date as the parties may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, 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 an incorporated municipality or a charge against the general credit or taxing power of either; 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, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, 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 will agree to accept certain negotiated FILOT payments with respect to the Project (the "Negotiated FILOT"), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement, which, based on the property comprising the Land as of the original execution and delivery of the Incentive Agreement is 350.6 mills, and which millage rate shall adjust every five (5) years pursuant to Section 12-44-50(A)(1)(b)(ii) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, all as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) and such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of twenty (20) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of twenty (20) years up to an aggregate of twenty-five (25) years or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of thirty (30) years.

Section 3. The County hereby represents and acknowledges that the property comprising the Land as of the original execution and delivery of the Incentive Agreement is located

within the boundaries of the Multi-County Park established pursuant to the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution. The County agrees to designate the Project as part of the Multi-County Park, if not already so designated, and agrees to maintain the Project within the boundaries of the Multi-County Park for the duration of the Incentive Agreement.

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, the County hereby agrees, that each Credit Eligible Entity (as defined in the Incentive Agreement) shall be entitled to receive, and the County shall, subject to the provisions of the Incentive Agreement, provide, Special Source Credits against each FILOT Payment due from each such Credit Eligible Entity with respect to the Project for a period of five (5) 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 fifteen percent (15%) of each such FILOT payment. 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 by the Company and all other Co-Investors.

Section 5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 6. The Chairman of the Council, the County Administrator, and the Clerk to 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 the Incentive Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 8. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2019.

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: October 8, 2019
Second Reading: November 12, 2019
Public Hearing: _____, 2019
Third Reading: _____, 2019

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

SUMTER COUNTY, SOUTH CAROLINA

and

PROJECT COMBINE COMPANY

Dated as of _____, 2019

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") dated as of _____, 2019, by and between SUMTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and a company identified for the time being as PROJECT COMBINE, acting for itself, one or more affiliates, and/or other project sponsors (the "Company").

W I T N E S S E T H:

WHEREAS, 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, 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 or 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, the Company is considering the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$26,000,000 in the Project and will create, or cause to be created, in the aggregate, at least 10 new, full-time jobs within the County, all by the end of the Compliance Period (as defined herein) as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on October 8, 2019 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a

negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 19-913 enacted by the Council on _____, 2019, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Co-Investor, required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to such Company, or such other Co-Investor, as the case may be, an itemized statement of all such expenses incurred.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Co-Investor, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or

any other Co-Investor, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“Company” shall mean a company identified for the time being as Project Combine, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“Compliance Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2020, and, in such event, the Compliance Period will end on December 31, 2025.

“County” shall mean Sumter County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Council” shall mean the governing body of the County and its successors.

“Credit Eligible Entity” shall have the meaning specified in **Section 3.02(a)** hereof.

“Deficiency Payment” shall have the meaning specified in **Section 5.01(e)** hereof.

“Department of Revenue” shall mean the South Carolina Department of Revenue and any successor thereof.

“Event of Default” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“Existing Property” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the

Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Period*” shall initially mean a period equal to the Compliance Period; provided, however, that, if the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act; provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2020, upon any such extension, the Investment Period will end on December 31, 2030.

“*Land*” shall mean the land upon which the Project has been or will be acquired, constructed and equipped, as described on **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in Negotiated FILOT Property, within the period commencing on the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending at the end

of Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$26,000,000 (without regard to depreciation or other diminution in value), as reported by the Company and any Co-Investors, if any, on their respective PT-300S form or comparable forms filed with the Department of Revenue.

“Minimum Jobs Requirement” shall mean the creation of at least 10 new, full-time jobs in the County by the Company and all Co-Investors, in the aggregate, within the period commencing on **[January 1, 2019]** and ending at the end of the Compliance Period.

“Minimum Statutory Investment Requirement” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act.

“Multi-County Park” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code.

“Multi-County Park Agreement” shall mean that certain Master Agreement governing the Sumter-Lee Industrial Park by and between the County and Lee County, South Carolina dated as of December 31, 2012 as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

“Negotiated FILOT” or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“Negotiated FILOT Property” shall mean all Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which

the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(d)(iii)** hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Co-Investors for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within a period commencing on January 1, 2019 and ending at the end of the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

“Released Property” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“Special Source Act” shall mean Section 4-1-175 of the Code.

“Special Source Credits” shall mean the special source revenue credits described in **Section 3.02** hereof.

“Special Source Improvements” shall mean to the extent paid for by the Company or any other Co-Investor, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements and, upon the written election of the Company to the County, (effective as of the election date set forth in the written election, whether before or after the date of the written election) 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, all as set forth in the Special Source Act. **[For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investors directly or through lease payments.]**

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of the Agreement, the only Sponsor is the Company and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, the Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth

herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ validly existing and in good standing under the laws of the State of _____ and is authorized to do business in the State of _____, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project as manufacturing and related facilities primarily for the manufacture of _____.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in

any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The Company has retained legal counsel to advise, or has had a reasonable opportunity to consult legal counsel to advise, of its eligibility for the Negotiated FILOT and other incentives granted by this Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the Negotiated FILOT and other incentives granted by this Agreement.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Company and each other Co-Investor (each, a “Credit Eligible Entity”) shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from each such Credit Eligible Entity with respect to the Project for a period of five (5) consecutive tax years, commencing with the initial tax year for which a Negotiated FILOT Payment is due with respect to the Project, in an annual amount equal to fifteen percent (15%) of each such FILOT Payment. 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 by the Company and all other Credit Eligible Entities.

(b) The Special Source Credits to which a Credit Eligible Facility is entitled for each tax year of the period set forth in **Section 3.02(a)** hereof shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity for each FILOT Payment due from such Credit Eligible Entity with respect to each such tax year, by reducing the total original FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year.

Section 3.03. Multi-County Park Designation. The County hereby represents and acknowledges that the property comprising the Land as of the original execution and delivery of the Incentive Agreement is located within the boundaries of the Multi-County Park. The County

agrees to designate the Project as part of a Multi-County Park, if not already so designated, and agrees to use its best, commercially reasonable efforts to maintain the Project within the boundaries of the Multi-County Park for the duration of this Agreement pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution. The County hereby further agrees to take such further actions as may be necessary to effect any such initial or continued Multi-County Park designation under and pursuant to the Multi-County Park Agreement.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Co-Investor pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the

Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2022.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property and job creation in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property and job creation in the County at the Project by the Company, count toward achievement of the Minimum Jobs Requirement, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Co-Investor filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) Subject to the provision of **Sections 4.05 and 6.01** hereof, the Company and each other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company and each other Co-Investor shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(d) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such other Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(iii)** hereof, in any instance when the Company or any other Co-Investor, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and

retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such Co-Investor shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Failure to Satisfy Minimum Contractual Investment Requirement and/or Minimum Jobs Requirement. If either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, each of the following subsections (a) – (c) shall apply:

(a) The Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible for the Negotiated FILOT described in **Section 5.01** hereof so long as the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period.

(b) On behalf of each Credit Eligible Entity, the Company shall, to the extent required by the below provisions of this **Section 4.02(b)**, reimburse the County for any Special Source Credits previously received, or to be received (upon actual receipt), by each such Credit Eligible Entity for each tax year for which each such Credit Eligible Entity is entitled to receive Special Source Credits under **Section 3.02(a)** hereof and for which a Negotiated FILOT Payment has been, or will be, due to be paid without penalty with respect to the Project on or before the January 15 immediately following the end of the Compliance Period (collectively, the “Compliance Period Special Source Credits”), taking into account (i) the highest level of aggregate investment in Negotiated FILOT Property comprising the Project (without regard to depreciation or other diminution in value) within the Compliance Period at any time during the Compliance Period (the “Actual Project Investment”), as compared to the Minimum Contractual Investment Requirement, (ii) the highest number of new, full-time jobs created, in the aggregate, at the Project within the period set forth in the Minimum Jobs Requirement at any time during such period (the “Actual Project Jobs”), as compared to the Minimum Jobs Requirement, and (iii) a weighting of 1/2 investment and 1/2 jobs; provided, in the event that the Actual Project Investment exceeds the Minimum Contractual Investment Requirement or the Actual Project Jobs exceeds the Minimum Jobs Requirement, the percentage of any such surplus shall be applied to offset any shortfall in the satisfaction of the other such requirement, as the case may be, in accordance with the weighing set forth in subsection (iii) above, all as further detailed and illustrated in the formula and examples set forth below:

Formula:

1.
$$\frac{\text{Actual Project Investment}}{\$26,000,000} = \text{Investment Satisfaction Percentage [ISP]}$$
2.
$$100\% - \text{ISP} = \text{Investment Satisfaction Factor [ISF]}$$
3.
$$\frac{\text{Actual Project Jobs}}{10 \text{ new, full-time jobs}} = \text{Jobs Satisfaction Percentage [JSP]}$$
4.
$$100\% - \text{JSP} = \text{Jobs Satisfaction Factor [JSF]}$$
5.
$$\frac{\text{ISF} + \text{JSF}}{2} = \text{Final Satisfaction Factor [FSF]}$$
6. In the event that determination of the Final Satisfaction Factor results in a positive percentage figure, the Final Satisfaction Factor shall be applied to the Compliance Period Special Source Credits received, or to be received (upon actual receipt), by each Credit Eligible Entity as set forth above to determine reimbursement amounts due to the County, if any, from the Company. Any such amounts shall be due to

be paid by the Company within sixty (60) days of receipt by the Company of written notice from the County of such amounts being due with respect to the Project.

(c) Each Credit Eligible Entity may continue to be eligible for Special Source Credits against each FILOT Payment due from such Credit Eligible Entity with respect to the Project for the remaining tax years of the period set forth in **Section 3.02(a)** hereof; provided, however, in the event that determination of the Final Satisfaction Factor pursuant to **Section 4.02(b)** hereof results in a positive percentage figure, the initial Special Source Credits percentage set forth in **Section 3.02(a)** hereof of fifteen percent (15%) shall be reduced for the remaining such tax years in the discretion of the County.

Section 4.03. Payment of Administration Expenses. The Company or any other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company or such other Co-Investor, respectively, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$5,000.

Section 4.04. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding

the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company or any Co-Investor with the Transfer Provisions.

Section 4.06. Records and Reports. The Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of

the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Co-Investor with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Co-Investor of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Co-Investor in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Co-Investor.

Section 4.07. Funding for Special Source Improvements The Company and each other Co-Investor shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2022. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, (if such consent is required pursuant to **Section 6.02** hereof), the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of twenty (20) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of twenty (20) years up to an aggregate of twenty-five (25) years or, if the Investment Period is extended as set forth in the definition of "Investment Period" in **Section 1.01** hereof, up to an aggregate of thirty (30) years.

(ii) The Negotiated FILOT shall be determined using (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which based on the property comprising the Land as of the original execution and delivery of this Agreement, is 350.6 mills with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and shall adjust every five (5) years pursuant to Section 12-44-50(A)(1)(b)(ii) of the Negotiated

FILOT Act for the full term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)**, hereof):

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(d)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(d)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under

this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) If either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period, the Company and each other Sponsor or Sponsor Affiliate may, in the County's sole discretion, continue to be eligible to take advantage of the Negotiated FILOT described in **Section 5.01** hereof. Should this circumstance arise, the County shall take all factors it deems

relevant into account and notify the Company in writing of the adjustments to the Negotiated FILOT described in **Section 5.01** hereof, if any.

(iii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualify as Negotiated FILOT Property, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within sixty (60) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The Company acknowledges that: (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue; (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment; and (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, upon written approval of the County, which approval may take the form of a resolution or ordinance of the Council.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Co-Investor, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Co-Investor under this Agreement and/or any release of the Company or any other Co-Investor pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Co-Investor with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which, in each case, must agree to be bound by the terms of this Agreement and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder; or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or any other (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County;

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; or,

(c) if a Cessation of Operations occurs after the Compliance Period. For purposes of this Agreement, a “Cessation of Operations” means a publicly announced closure of the Company’s facilities in the County or a cessation in production at the Company’s facilities in the County that continues for a period of twelve (12) consecutive months.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Co-Investors, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02 and 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Co-Investor should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Co-Investor hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Sumter County
Attn: County Administrator
13 E. Canal Street
Sumter, South Carolina 29150
Phone: (803) 436-2102

(b) with a copy (which shall not constitute notice) to:

Johnathan W. Bryan, Esquire
Sumter County Attorney
13 E. Canal Street
Sumter, South Carolina 29150
Phone: (803) 774-3877

(c) As to the Company:

Project Combine
Attention: _____
_____, South Carolina _____
Phone: _____

(d) with a copy (which shall not constitute notice) to:

Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202
Phone: (803) 540-2188

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel of the Company’s choice, which is acceptable to the County (the approval of which shall not be unreasonably withheld); and whose purported representation of the County in such matters would not present an unwaivable conflict of interest under the South Carolina Rules of Professional Conduct, the waiveability of which shall be determined by the County, in its reasonable discretion; provided, however, that the Company shall be entitled to manage and control the defense of or respond to any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Company is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the County may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

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

PROJECT COMBINE

By: _____
Name: _____
Its: _____

**EXHIBIT A
LAND DESCRIPTION**

[To be inserted]

INITIAL APPLICABLE NEGOTIATED PILOT MILLAGE RATE: 350.6 MILLS



Agenda
Sumter County Council
Committee Meeting: **Public Works/Solid Waste**
Tuesday, November 12, 2019 - Held at 4:00 p.m.
Sumter County Courthouse, Third Floor, Room 301
County Council's Conference Room And/Or Chambers
141 North Main Street, Sumter, SC

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- I. Call to Order – Committee Chairman Artie Baker
 - II. Invocation – Council Member, Staff Member, Or Member of the Public
 - III. Action On Agenda: November 12, 2019
 - IV. New Business
 1. A Request And Action Needed To Fund Repair Work To Be Handled By Lewis Brothers Construction Company of Currie, Inc. For Rail Track Repairs; Funds To Be Secured From The Infrastructure Account.
 2. A Request To Approve An Intersection Streetlight At Old Manning Road and Haven Road In Sumter, South Carolina.
 3. Discussion And Possible Action On Rural Streetlight Project.
 4. Discussion And Possible Action On The Creation Of A Litter Advisory Board.
 5. **Executive Session** – It May Be Necessary For Council To Hold An Executive Session To Discuss Economic Development Matters; Receive A Legal Briefing, And/Or Receive Information Concerning Other Matters Deemed Appropriate for Executive Session And Take Appropriate Actions.
 - V. Old Business
 1. None
 - VI. Adjournment
- cc: Committee Members (Baker, Baten, and Sumpter)
Council Members
Staff
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.



Agenda
Sumter County Council
Committee Meeting: **Land Use Committee**
Tuesday, November 12, 2019 - Held at 4:30 p.m.
Sumter County Courthouse, Third Floor, Room 308
County Council's Chambers – 141 North Main Street, Sumter, SC

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- I. Call to Order – Committee Chairman Charles T. Edens
- II. Invocation: Council Member, Staff, or Citizen
- III. Action On Agenda: Tuesday, November 12, 2019
- IV. New Business
 1. Discussion And Possible Action Concerning The Sumter County 2040 Comprehensive Plan.
 2. **Executive Session** – If Necessary, The Committee May Hold An Executive Session To Discuss: Contractual Matters, Receive A Legal Briefing, Discuss A Potential Economic Development Matter, Property Matters, Or Other Related Executive Session Issues, And Take Appropriate Actions Thereafter.
 3. Additional Information: _____.
- V. Old Business
 1. None
- VI. Adjournment

Committee Members – (Edens, Baten, and Baker)
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.



Agenda
Sumter County Council
Committee Meeting: Fiscal, Tax, And Property
Tuesday, November 12, 2019 - Held at 5:30 p.m.
Sumter County Courthouse, Third Floor, Room 301
County Council's Conference Room – 141 North Main Street, Sumter, SC

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- I. **Call to Order:** Committee Chairman, The Honorable James T. McCain, Jr.
- II. **Invocation:** Council Member, Staff, or Citizen
- III. **Action On Agenda:** Tuesday, November 12, 2019
- IV. **New Business:**
 1. **Executive Session:** It Is Necessary To Hold An Executive Session To:
 - A. Discuss An Economic Development Matter.
 - B. Receive And Discuss Information Concerning The Terms And Conditions Of An Existing Contract For Residential Waste Pick-up In the Unincorporated Areas Of Sumter County.
 - C. Receive And Discuss Information Pertaining To The Existing Contract For The Administration Building.
 - D. Discuss Any Other Items That Are Appropriate For Executive Session And To Take Action Thereafter If Necessary On Any Of The Items Listed For Executive Session.
- V. **Old Business**
 1. None
- VI. **Adjournment**

cc: Committee Members – (McCain, Edens, McGhaney)
Council Members
Staff
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



2019 Christmas Tree Lighting Program

Friday, December 6, 2019

4:30 p.m.

Front Steps of Sumter County Courthouse

1. Beverly George from Millwood Elementary
2. Linda Beck from Furman Furman
3. Erin Gutshall from Wilder Elementary
4. Christie English from Rafting Creek Elementary
5. LaCharles Harris from Lemira Elementary
6. Michelle Blassingale from Kingsbury School
7. LaTonya Alston from Pocalla Springs





SUMTER COUNTY SHERIFF'S OFFICE

ANTHONY DENNIS, SHERIFF

To: Sumter County Council

From: Anthony Dennis, Sheriff

Date: November 8, 2019

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

The following Monthly Activity Report is submitted for the month of October, 2019 from the Sheriff's Office:

EXECUTIVE TEAM:

LEGAL/INTERNAL AFFAIRS

Contractual Matters - 0

FOIA Requests - 8

Subpoenas - 1

Discovery Requests - 21

Lawsuits:

Filed - 0

Disposed - 0

Appeals - 0

Jury / Bench Trials Disposed - 107

Status conferences: 2

Cases scheduled: 200

DMV Hearings: 0

Fines assessed - \$38,345.25 Fines suspended - \$0.00 Total fines - \$38,345.25

Incarcerations - 0

Internal Affairs Investigations - 0

Mileage - 1,959

Training Hours - 1

Civil Papers - 0

Miscellaneous Legal: Meeting w/Murrell Smith and Sheriff Dennis re: forfeitures; meeting w/Jim Davis; meeting w/Jim Greene (Lee County); motion hearing on Davis appeal; Felder depositions; M. Paul motion to dismiss hearing

GRANTS AND TESTING:

Grants researched – 3
Grants applied for – 3
Grants Awarded - 1

PROFESSIONAL STANDARDS

SEX OFFENDER REGISTRY:

Required Home Visits – 7
Training Hours – 0
Registrations – 64
New Registrations – 0
Special Operations - 0
Warrants Signed / Arrests – 2 / 0
Complaints - 0
Transfers in/out of county – 1
Agency / Division Meetings – 1 / 0
Hearings /Trials –2
Annual fees assessed – \$1,200.00
Mileage – 1,957

RECRUITING AND HONOR GUARD:

Mileage – 3,634
Applications received – 4
Interviews – 4
Recruiting events - 1
Hiring boards conducted – 0
Public relation events attended - 0
Honor guard events – 0
Background Checks – 0
Special Assignment – 0

INFORMATION TECHNOLOGY

Software - 15
Hardware - 9
Virus - 0
E-Mail - 14
Printer - 3
Meetings/Projects – 2
Server Issues – 4

PATROL DIVISION:

PATROL

Accidents Investigated - 11
Arrests – 66
Assist motorists – 30
Complaints – 2,738
Driver's license checks – 38
DUI/Data Master – 4
DUS arrests –42
Escorts – 0
Fines assessed – \$46,695.00 Fines suspended – \$0.00 Total fines – \$46,695.00
Mental Patients – 7

Mileage – 88,645
Other citations – 117
School visits – 44
Training hours - 212
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 22

CAT TEAM:

Accidents investigated – 0
Arrests - 21
Assisted motorists – 22
Complaints – 108
COP Meetings – 9
D.U.I. / Data Master – 0
D.U.S. – 24
Driver license checks – 57
Fines assessed – \$48,040.00 Fines suspended – \$ 0.00 Total fines – \$48,040.00
Interdiction hours – 0
Mileage – 19,074
Petitions – 0
Saturation hours – 0
Training hours - 2
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 13

CANINE UNIT:

Search Warrants - 0
Training Hours – 80
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 0

CRIME PREVENTION:

Complaints – 93
COP Meetings - 22
DARE Classes - 21
Mileage – 3,551
School visits - 30
Training hours – 51

CRIME ANALYSIS AND POLYGRAPH:

Crime analysis reports – 0
Polygraphs – 6

SCHOOL RESOURCE OFFICERS/ ADMINISTRATION:

Arrests- 2
Assisted Motorists – 8
Complaints – 156
Fines Assessed – 0 Fines Suspended – 0 Total Fines – 0
Mental Patients – 0
Mileage – 7,248
Other Citations – 0
Petitions – 2
School Visits - 81
Training hours – 8
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 0

INVESTIGATIONS:

CRIMINAL INVESTIGATIONS DIVISION:

Accidental/natural death/suicides – 0
Arrests – 40 (Adults – 37) (Juveniles – 3)
Arson – 4
Assaults (general) – 18
Assaults (sexual) – 4
Assist other agencies – 8
B & E auto – 0
Bomb threats – 0
Breach of trust – 7
Burglaries – 43
Child abuse/neglect – 5
Contributing to the delinquency of a minor – 0
Counterfeit/credit card fraud/fraud/forgery – 18
Crime scenes worked – 33
Crime scene hours – 83
Criminal domestic violence – 22
Criminal warrants – 81
Emergency protective custody – 2
Fugitive from justice – 3
Identity theft – 10
Incorrigible child – 8
Indecent exposure – 0
Interfering with the operation of a school bus – 0
Kidnapping – 0
Larcenies (auto) – 9
Larcenies (general) – 43
Lynching – 0
Malicious injury to property – 17
Mileage – 35,335
Missing Person – 5
Murder – 2
Petitions – 1 (Juvenile)
Pointing/presenting a firearm – 3
Recovered property – \$36,036.00
Robberies – 3
Runaways – 5
Search warrants – 32
Stakeouts – 0
Stalking – 2
Stolen Property – \$118,231.00
Threatening a public official – 0
Training Hours – 47
Unlawful use of telephone – 0
Weapons violations – 0

FORENSICS:

Autopsy – 5
Autopsy Hours – 16

NARCOTICS DIVISION:

Arrests – 1
Fines Assessed - \$750.00 Fines Suspended – \$.00 Total Fines - \$750.00
Mileage – 13,925
Search warrants – 7
Training hours – 36
Drug complaints – 38
Seizures – currency - \$0.00 vehicle(s) - 0
Surveillance – 384 hours
Agencies assisted - SC Highway Patrol – 0 Sumter Police Department – 1 Other – 0
Recovered narcotics: Marijuana wt. – 7,002.332 grams Marijuana Plants - 0
 Crack cocaine – 13 grams Cocaine powder – 20.2 grams
 Heroin – 46.29 grams Methamphetamine – 57.31 grams
 All Pills – 17 Other drugs- 0

VICTIM ADVOCATE:

Interviews of Victims/Witnesses - 2
Meetings with Victims and/or families) – 93
Court Appearances – 7
Meetings (interoffice) – 97
Meetings (Prosecutors & Court Officials) – 2
Meetings (other agencies) - 22
Child forensic interviews – 0
Called to scene – 1
Debriefings & Defusings – 3
Special Assignments – 0
Training (Attended & Conducted) – 4
Mileage – 2,090
Disciplinary Hearing/Inmate Representative – 1

CIVIL PROCESS:

WARRANTS DIVISION

Arrests – 2
Attempted service – 309
Bench warrants – 1
Civil Papers - 596
Complaints – 45
Criminal warrants – 1
Executions – 27
Fines Assessed - \$300.00
Fines Suspended - \$155.00
Total Fines - \$145.00
Mileage – 8,700
Sheriff's fees – \$5,090.00
Training hours- 18

FAMILY COURT DIVISION:

Arrests – 0
Bench warrants – 21
Criminal warrants – 5
Family Court Security - 22 days 704 hours
Fines Assessed - \$38,161.98
Fines Suspended - \$0.00
Total Fines - \$38,161.98
Mileage – 10,964
Non-service – 42
Petitions - 7
Training hours – 49
Total papers – 374 issued, 275 served = 73% service
Total value of process – \$372,133.79
Transportation, adult – 0
Transportation, juvenile – 2

SPECIAL OPERATIONS:

TRAINING

Assist Motorists - 0
Meetings - 2
Mileage – 4,217
School Visits - 9
Training hours – 72
Training Classes - 4

ANIMAL CONTROL:

Animal control complaints – 128
Animals picked up – 122
Mileage – 3,881
Money collected – \$435.00

CODES ENFORCEMENT:

Certified mail – 3
Codes Violations - 26
Complaints – 21
Fines assessed – \$172,727.23
Fines suspended – \$.00
Total fines - \$.00
Mileage – 1,689
Training hours – 0

QUARTERMASTER:

Uniform & Equipment – 41

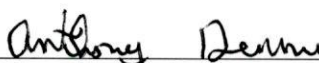
TOTALS FOR ALL DEPARTMENTS:

Complaints – 3,327
Arrests – 134
Civil Papers – 596
Currency Seizures - \$0.00
Training Hours – 576
Mileage – 206,869
Petitions - 10
Mental Patients – 7
Fines assessed – \$172,727.23
Fines suspended – \$ 155.00
Total fines – \$172,572.23
Stolen Property – \$118,231.00
Recovered property – \$36,036.00
Sheriff fees – \$ 5,090.00
Codes Violations – 26
Escorts – 0
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – 1 Other – 43
Recovered narcotics: Marijuana wt. – 7,002.332 grams Marijuana Plants - 0
Crack cocaine – 13 grams Cocaine powder – 20.2 grams
Heroin – 46.29 grams Methamphetamine – 57.31 grams
All Pills – 17 Other drugs- 0

STATISTICS BELOW REPORTED TO SLED

Homicide – 2
Robbery - 3
All other larceny – 44
Arson – 2
Assaults (Simple) – 73
Assaults (Aggravated) - 12
Assaults (sexual) – 2
Theft (motor vehicle) – 8
Theft from motor vehicle – 17
Theft motor vehicle parts/accessories - 11
Burglaries – 45
Kidnapping – 0
DUI – 5
Suicide – 1
Missing Person – 8

Respectfully submitted,



Anthony Dennis, Sheriff



**BOARD OF ZONING APPEALS
WEDNESDAY, NOVEMBER 13, 2019 @ 3:00
FOURTH FLOOR COUNCIL CHAMBERS
SUMTER OPERA HOUSE
21 N. MAIN STREET**

I. APPROVAL OF MINUTES – OCTOBER 9, 2019

II. NEW BUSINESS

BOA-19-32, 1708/1710 Highway 521 S. (County)

The applicant is requesting variances from *Article 4, Section 4.g.2.b. Residential Accessory Structure Development Standards* and *Article 4, Section G, Exhibit 8A Maximum Square Footage of Residential Accessory Structures Based on Gross Acreage* of the *Sumter County Zoning and Development Standards Ordinance*, in order to increase the maximum number of permitted detached residential accessory structures over 120 sq. ft. to a total of three (3) and to permit a 1,185 sq. ft. variance from the maximum combined total square footage for residential accessory structures allowed on a +/-4.71 acre parcel to 3,610 sq. ft. Variances are required in order to subdivide and convey land to adjacent property. The property is located at 1708 and 1710 Highway 521 S. The properties are zoned Residential-9 (R-9), and represented by Tax Map #'s 252-00-02-039 and 252-00-02-052.

BOA-19-33, 3100 Quandry Rd. (City)

A request for a variance from the minimum lot frontage requirement on a public street as established in *Article 8, Section 8.d.13, Lots* in the *City of Sumter – Zoning & Development Standards Ordinance* in order to subdivide an +/-3.0 acre portion of land from an existing land locked parcel to serve as an off-site stormwater management area for adjacent commercial development. The property is located at 3100 Quandry Rd., zoned General Commercial (GC), and represented by Tax Map # 186-00-04-027 (Part).

BOA-19-34, 3330 Broad St. (City)

A request for a 42 ft. side setback variance for suburban multi-family apartments as required in *Article 3, Exhibit 3-6 Development Standards for Residential Uses in Commercial District* in the *City of Sumter – Zoning and Development Standards Ordinance* in order to subdivide a commercial outparcel from the larger tract resulting in an 8 ft. setback for the existing multi-family apartment development. The property is located at 3330 Broad St, zoned General Commercial (GC), and represented by Tax Map # 186-00-03-001.

BOA-19-35, 1820 Rush St. (County)

The applicant is requesting a 1680 sq. ft. variance from *Article 4, Section G, Exhibit 8A Maximum Square Footage of Residential Accessory Structures Based on Gross Acreage* in the *Sumter County Zoning and Development Standards Ordinance* in order to construct a 2400 sq. ft. accessory structure on property located at 1820 Rush St. The property is zoned Agricultural Conservation (AC), and represented by Tax Map # 358-00-02-023.

BOA-19-36, 701 & 703 Bultman Dr. and 26 Wise Dr. (City)

A request for a 9 ft. front setback variance for three (3) freestanding signs in the General Commercial (GC) zoning district as required in *Article 8, Section H, Exhibit 8-5, Maximum Total Sign Area by Use, Number, Dimensions, and Location of Individual Signs* in the *City of Sumter – Zoning & Development Standards Ordinance* in order to construct three (3) freestanding monument signs within 1 ft. of the front property line for the properties identified as 701-713 Bultman Dr. and 26 Wise Dr. The properties are located at 701-713 Bultman Dr. and 26 Wise Dr., zoned General Commercial (GC), and represented by Tax Map #'s 229-08-02-025, 229-08-02-026, 229-08-02-006, and 229-08-02-008.

III. OTHER BUSINESS

- NONE

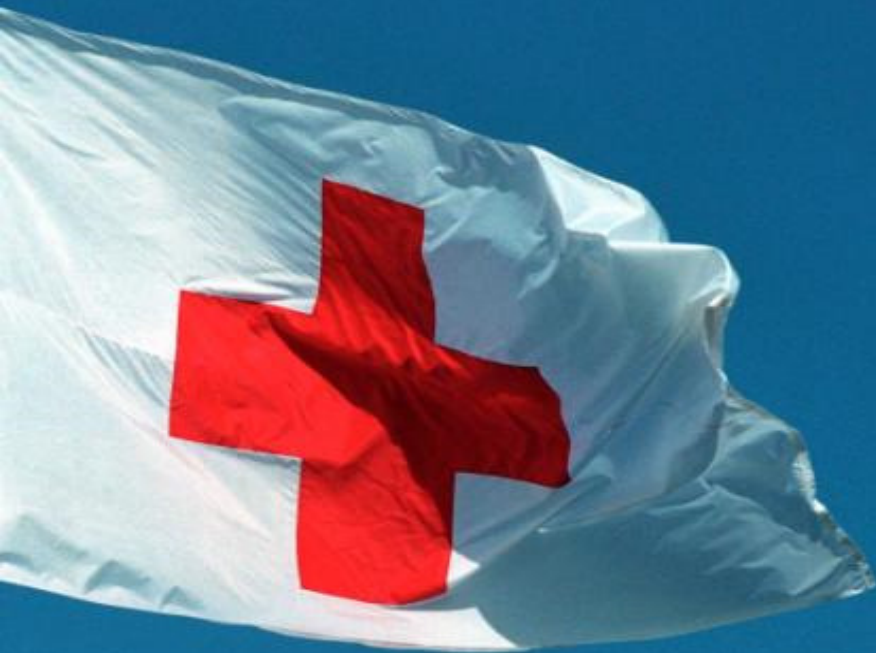
IV. ADJOURNMENT



Sumter County Council

**Sound the Alarm Partner of the
American Red Cross**

11/1/19



Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.



**American
Red Cross**



**American
Red Cross**

Home Fire Cases In Sumter County

93 Families Served

315 Individuals Assisted





► Sumter County Storm Responses

5 Families – Cases

15 Individuals Assisted



**American
Red Cross**



**American
Red Cross**

Pillowcase Project Sumter County

Manchester Elementary-81 students

High Hills Elementary-255 students

Pocalla Springs Elementary-125 students

Wilder Elementary-150 students

Alice Drive Elementary-150 students

Wilson Hall/Thomas Sumter - 40 students

Grand total 801





Sound the Alarm in Sumter County

▶ 7 Lives Saved In 2019

22 Lives Saved Since 2016

65 South Carolina Lives Saved Since 2014





**American
Red Cross**

Disaster
Responder

Our Work

Down the Street.

Across the Country.

Around the World.®



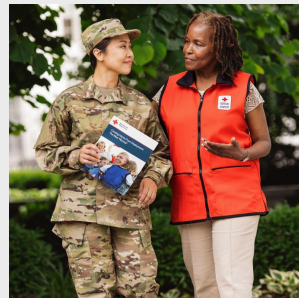
**Disaster Cycle
Services**



**Home Fire
Campaign**



**Biomedical
Services**



**Service to the
Armed Forces**



**International
Services**



**Training
Services**



**American
Red Cross**

Disaster
Responder

We Impact Lives Every Day

Every 60 seconds

20

people are assisted
by the American
Red Cross.



170

times a day, Red Cross
workers help a family
affected by a home fire
or other disaster.



1,100

times a day, we
provide services to
military members,
veterans and their
families.



13,000

times a day, the Red
Cross needs blood
donations.



17,000

times a day, a person
receives lifesaving
Red Cross training.



464,000

times a day, a child
receives a measles or
rubella vaccination
from the Red Cross
and our partners.



An online newsletter brought to you from Sumter County Government, home of Revolutionary War General Thomas Sumter, the original "Fighting Gamecock."

New Express Vote machines await Sumter County voters

The next time you head to the polls, a new voting machine awaits your ballot.

Sumter County's Pat Jefferson, who is in charge of the Voter Registration and Elections Office, has spent considerable time lately involved with public outreach to let folks know what to expect the next time they vote.

"I want everyone to know and be aware that we have the new Express Vote here in Sumter County," she said. "As a matter of fact, all 46 counties have the new Express Vote."

Deidre Boone, an Information Technology Services Manager for Sumter County, has been working closely with Jefferson to get the machines ready for two upcoming elections in Mayesville and



Sumter County's Voter Registration and Elections Director Pat Jefferson demonstrates how to use a new voting machine

Pinewood.

Boone said once a voter has the ballot card in hand, the voter proceeds to the Express Vote and inserts the card. Selections are then displayed on the screen and voters can use either a stylus or their finger to make selections. The review screen allows you to review your selections prior to printing your card, she explained.

"Once you're satisfied with your selections, you can proceed to printing your card," she said.

The Express Vote ejects your ballot card and you can review your selections. **(See VOTE, Page 3)**

Turkey Creek Neighborhood Association applauds as dilapidated homes removed

It's safe to say members of Turkey Creek Neighborhood Association are ecstatic.

Several weeks into a grant-funded clean-up that involves the removal of a dozen dilapidated homes, and already the neighborhood is vastly improved.

"I feel great about it because it looks so different," said Josephine Young, vice president of the TCNA. "It's so clean – very, very much of an improvement."

A little over a year ago, Sumter County was awarded a \$283,983 Community Development Block Grant from the S.C. Department of Commerce to demolish vacant and dilapidated homes in East Shantontown. But the grant itself came about as a lot of research and legwork about the properties was well underway by the neighborhood association.

"The opportunity came when Mr. McCain got involved, and then it



Left to right: Ida Neal, Josephine Young, Barbara Richburg and Renee Richburg stand in front of a lot on Brent Street after an abandoned home was torn down

moved very quickly," Young said.

(See NEIGHBORHOOD CLEANUP Page 3)

Hartley is Storm Water Utility's 'go-to guy'

Employee Spotlight

William "Bubba" Hartley likes to lead by example.

"Those guys will tell you I'm the first guy to jump in the hole," he said. "I never ask them to do anything I wouldn't do."

Hartley, who has worked in the Storm Water Utility Department for about seven years, supervises storm drain clearance, among other things.

"I'm out there in the field. I'm the go-to guy," he said.

Storm Water Manager Alfred Conyers said Hartley is "a great team player" who supervises the use of heavy equipment.

"He's hardworking, dependable, reliable," Conyers said. "A great guy."

On any given day Hartley might be using heavy equipment, or making repairs, or reading water meters.

"There's a number of things to take care of, so we cross-train all of our guys so everybody can know what to do," he said. "You can't expect one guy to run a backhoe and fix a water leak at the same time."

A Georgetown native and Manning High School graduate, Hartley jokes that he migrated from Home Branch in Clarendon County "all the way to Pinewood." After high school, he worked at the V.B. Williams Furniture Company in shipping and receiving only to discover that "plant work wasn't for me." Hartley then went to work wiring homes and spent about five years doing electrical work.



Anytime you have employees that feel appreciated, they will always go above and beyond.

- William "Bubba" Hartley

Driving trucks was the next step in his career before working at International Paper and Terminix. Since coming on board with Sumter County, he's brought his wide-ranging skillset to various tasks at hand but is always mindful of maintaining a safe work environment.

Cleaning storm drains means using a Jet Vac (vacuum) truck that can shoot about 80 gallons of water a minute to clear any obstructions.

"That's a lot of pressure," he said. "But you always keep safety in mind anytime you're

working with heavy equipment."

Hartley is quick to praise his co-workers and supervisor.

"I'm a team player. It takes all of us work and we work as a team," he said. "Anytime you have employees that feel appreciated, they will always go above and beyond. I try to keep that in my leadership – always lead by example."

During his down time, Hartley likes to hunt deer and go after bream and catfish.

(See HARTLEY Page 5)

Veterans Day to feature parade, ceremony at Courthouse on Nov. 11



VETERANS DAY PARADE • 10:00AM

Starts at the corner of Main and Bartlette heading north on Main, turns right onto Calhoun, then turns right onto Harvin, ending in the Judicial Center parking lot.

VETERANS DAY CEREMONY • 11:00AM

Front lawn of the Courthouse.

VETERANS MEET AND GREET

Following the ceremony, you are welcome to join us to meet many of Sumter's 16,000+ local veterans on the Courthouse back lawn.

NEIGHBORHOOD CLEANUP From Page 1

County Council Chairman James T. McCain Jr. said cleaning up neighborhoods has long been one of his key issues.

“This, to me, is such a wonderful program because we’re able to get rid of an eyesore and the landowners keep their property,” he said. “It’s good for the neighborhood, it’s good for the property owners and it’s good for the City and County – everyone wins.”

McCain pointed out how the Santee-Lynches Regional Council of Governments (COG) has administered the grant and helped navigate what can be an involved regulatory process when it comes to demolitions.

“We’re grateful for the COG’s participation,” he said. “They’re working closely with our folks in County Government to make sure we’re following all the procedures and protocols.”

Chris Hilditch, property manager for Sumter County,



Demolition and removal of blighted Brent Street properties got underway the second week of October 2019 thanks to a grant-funded initiative

said four properties on Brent Street have been taken down and several more in the area are currently being prepared for demolition.

“It’s trucking along pretty well,” he said.

When the Turkey Creek Neighborhood Association was formed in 2005, Ida Neal said there were about six people. Now there’s around 20 residents that meet regularly, she said.

“I’ve lived there all my life. I’m 73,” said Neal, president of the TCNA. “It can make a lot of difference when the community gets together and talks about getting things straight.”

A sense of neighborhood pride has returned, she said.

“It’s wonderful to see how clean it can be,” she said. “It makes a world of difference.”



County Council Chairman Jim McCain, left, back, wearing a hat, took a photo last December with the TCNA in front of a dilapidated Brent Street property

VOTE from Page 1

“Once you have reviewed your selections on your ballot card as they were printed, you can now proceed to the DS200,” she said, referring to the scanner. “You will insert your ballot in the top portion of the DS200 to scan your ballot.”

Once the ballot has been scanned, a prompt appears, stating, ‘Thank you for voting.’

“It’s fast, it’s easy and it’s secure,” Jefferson said.

She also wants Sumter County residents to know that Express Vote machines are available for demonstration in the Voter Registration and Elections Office.

“And we do invite you to come out and try them out,” she said. “It takes a village to run an election and we just want to get the word out.”

The new machines are compliant with the Americans with Disabilities Act and if you have any questions, please call the Voter Registration and Elections office at **(803) 436-2313**.



Enjoy nature in November at Poinsett State Park



southcarolinaparks.com/poinsett

6660 Poinsett Park Road, Wedgefield, S.C. 29168

803.494.8177



Poinsett happenings this month

Nov. 1 Nature Hike from 6:30 to 8 p.m.

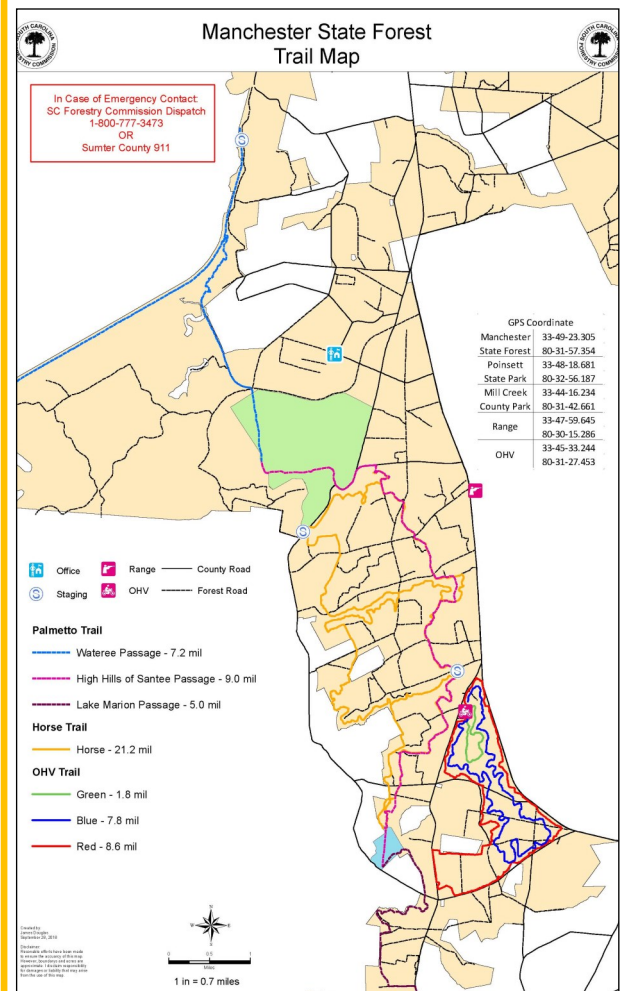
Bring water, hiking/walking shoes, insect repellent, camera and weather appropriate clothing. Meet at the park office. Free with paid park admission.

Nov. 15 Night Hike with a Ranger 6:30 to 8 p.m.

A short and fun hike at night with Ranger Lauren, who will shed light on the subject of the dark and how different creatures have adapted to low light and dark environments. Meet at the overlook shelter at 7 p.m. to check in and gather. At 7:30 p.m. the hike of the Coquina Trail begins, which is about 1.5 miles.

Nov. 29 Float and Fire 4:30 to 6:30 p.m.

Join Ranger Lauren for a sunset float around the park's 10-acre lake and enjoy a sunset view on the water. Stick around for a bonfire and hot cider back on land. Choice of pedal boat, canoes, single or double kayaks and jon boats. Life jackets and paddles provided. Call the park office to register for this program 803-494-8177 office hours 11 to noon and 4 to 5 p.m. (Mon-Thurs) and 9 to 5 p.m. (Fri-Sun)



Mountain biking abounds in Manchester State Forest

You can hit the trails at Poinsett with your bike, or you can find miles of backwoods and off-road fun in our state forest. Permits are required and must be in one's possession when riding. Parking for trail use is allowed only at the designated staging area on the trail map and riding is allowed only on designated trails. The Manchester State Forest office is located at 6740 Headquarters Road, Wedgefield, S.C. 29168 803.494.8196 www.state.sc.us/forest/mbike.htm





Administration: 803-436-2102

Animal Control: 803-436-2066

Assessor: 803-436-2115

Auditor: 803-436-2136

Building Inspections: 803-774-1600

Clerk of Court: 803-436-2227

Clerk to Council: 803-436-2107

Civic Center: 803-436-2270 or 2271

Cultural Center/Patriot Hall: 803-436-2260

Detention Center: 803-436-2340

Emergency Management: 803-436-2158

Emergency Medical Services: 803-436-2416

(In an emergency, please call 911)

Family Court: 803-436-2366

Fire Department: 803-436-2600

Fiscal Affairs: 803-436-2333

Gallery of Art: 803-775-0543

Human Resources: 803-436-2306

Landfill: 803-495-3314

Master In Equity: 803-774-3884

Planning: 803-774-1660

Probate Court: 803-436-2166

Public Defender: 803-774-6137

Public Works: 803-436-2241

Purchasing: 803-436-2331

Recreation & Parks: 803-436-2248

Register of Deeds: 803-436-2177

Sheriff's Office: 803-436-2000

Solicitor's Office: 803-436-2185

South Sumter Resource Center: 803-436-2277

Stormwater Utility: 803-774-3855

Summary Court: 803-436-2280

Sumter Animal Control Volunteers: 803-774-3232

Sumter Little Theatre: 803-775-2150

Treasurer: 803-436-2213

Veterans Affairs: 803-436-2302

Voter Registration/Elections: 803-436-2310

Water Utility: 803-774-3854

HARTLEY from Page 2

“And on Sunday morning, like any other Southerner, I’m in church,” he said.

He and his wife Margo have three children: Trey Hartley, who serves in the Army National Guard and studies at Central Carolina Technical College while working at Caterpillar; Kristen Hartley, a Registered Nurse; and Abigail Timmons, an elementary school teacher and mother of Liam, who is Bubba and Margo’s grandson.

So how did you get your nickname?

When he was brought home from the hospital, his sisters were told “this is y’all’s ‘Little Bubba,’” he said, and it stuck.

“Most people don’t know my first name is William,” he said, laughing.



Chamber

Retreat 2020

-Inspire the Future

Jan. 31, 2020-Feb. 2, 2020

Myrtle Beach, SC

Marina Inn at Grande Dunes

This year's programming will focus on the importance of Shopping Local. We will hear from a small business panel as they offer insight and advice on industry trends.

The weekend will feature live entertainment and Unmasking the Future - A Masquerade Ball

Early Single's Registration: \$475
Single Registration after Nov. 30th: \$525
Early Couple's Registration: \$675
Couple's Registration after Nov. 30th: \$725

Register at www.sumterchamber.com

Presented By

PRISMA
HEALTH

CHAMBER
of COMMERCE
Sumter, South Carolina