

Agenda Sumter County Council Regular Meeting Tuesday, July 24, 2018 -- 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: July 24, 2018

5. APPROVAL OF MINUTES: Regular Meeting Held On

1) Regular Meeting Tuesday, July 10, 2018

6. LAND USE MATTERS AND REZONING REQUESTS:

1) RZ-18-06, 3425 Thomas Sumter Highway (County) – Second Reading/Public Hearing – A Request To Rezone A +/- 1.9 Acre Portion Of A 4.85 Acre Tract Located At 3425 Thomas Sumter Highway From General Commercial (GC) To Residential-9 (R-9). The Property Is Represented By Tax Map # 189-00-02-096. In Lieu Of Rezoning 3425 Thomas Sumter Highway, Council May Consider A Zoning Ordinance Text Amendment To Add Stand-Alone Cemeteries To The General Commercial (GC) Zoning District, As Recommended By The Sumter City-County Planning Commission. (Council Will Hold A Public Hearing Prior To Action On Second Reading Of This Rezoning Request.)

2) PD-05-09 (Rev.1) -- 350 Myrtle Beach Highway. - Carolina Truck & Trailer Parts (County) – Second Reading/Public Hearing -- A Request To Amend The Ordinance For PD-05-09, Specifically For The Addition Of Used Motor Vehicle Parts (SIC Code 5015) As A Permitted Use On A 9.5 Acre Portion Of The Property Located At 350 Myrtle Beach Highway And Represented By Tax Map # 267-01-02-015. (Council Will Hold A Public Hearing Prior To Action On Second Reading Of This Planned Development.)

3) **OA-18-02** – **Third Reading** – **18-891– Miscellaneous And Temporary Signs (County)** – A Request To Amend Relevant Portions Of Article 8, Section I: Sign Regulations Of The Sumter County Development Standards Ordinance To Allow Certain Fluttering Devices, Including Feather Flags In The County.

7. OTHER PUBLIC HEARINGS:

1) None

8. NEW BUSINESS:

Agenda – Regular Meeting - Sumter County Council July 24, 2018 Page 2 of 3

1) Recognition of Explorers For Cherryvale Community Litter Pick-up – Sumter County Sheriff's Department and Sumter County Council.

2) Presentation By Sumter County Information Technology Department – Mr. Larry Horne, IT Department Head and Mr. Joe Perry, Communications Director.

3) Introduction Of Sumter County's Summer Youth Participants - Mrs. Lorraine Dennis and Mrs. Keysa Rogers.

4) **18-892 -- First Reading** – An Ordinance To Approve An Intergovernmental Loan Agreement With The South Carolina Public Service Authority To Be Secured By A Mortgage On 20 Acres Of Real Property To Construct An Economic Development Building And Adjoining Building Pad To Attract A Manufacturer To Sumter County.

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

9. OLD BUSINESS:

1) None

10. COMMITTEE REPORTS:

1) Fiscal, Tax, and Property Committee Meeting To Be Held On Tuesday, July 24, 2018, At 5:45 p.m. In County Council Conference Room.

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

11. MONTHLY REPORTS:

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. Agenda – Regular Meeting - Sumter County Council July 24, 2018 Page 3 of 3

under Our Council Agenda/Minutes. In addition, the agenda electronically sent to newspapers, radio stations, television, and concerned citizens

Sumter County Council

Second Reading / Public Hearing July 24, 2018

Planning Commission Staff Report

RZ-18-06, 3425 Thomas Sumter Hwy. (County)

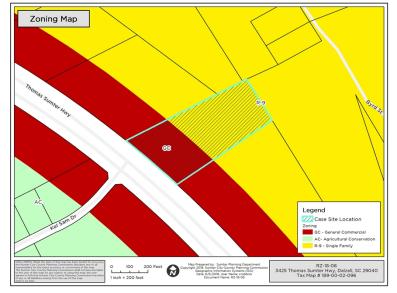
I. THE REQUEST

Applicant:	Anointed Word Christian Worship Center					
Status of the Applicant:	Property Owner					
Request:	A request to rezone a +/-1.9 acre portion of a 4.85 acre tract from General Commercial (GC) to Residential-9 R-9)					
Location:	3425 Thomas Sumter Hwy.					
Size of Property:	+/-1.9 acre portion of a 4.85 acre tract					
Present Use/Zoning:	Undeveloped / GC & R-9 influenced by County Highway Corridor Protection District (HCPD)					
Proposed Use of Property:	Off-site church cemetery					
Tax Map Reference:	189-00-02-096					
Adjacent Property Land Use and Zoning:	North – Undeveloped/R-9 South – Thomas Sumter Hwy. & Kel-Sam Farms/GC & AC East – Undeveloped/GC & R-9 West – Undeveloped/GC & R-9					

II. BACKGROUND

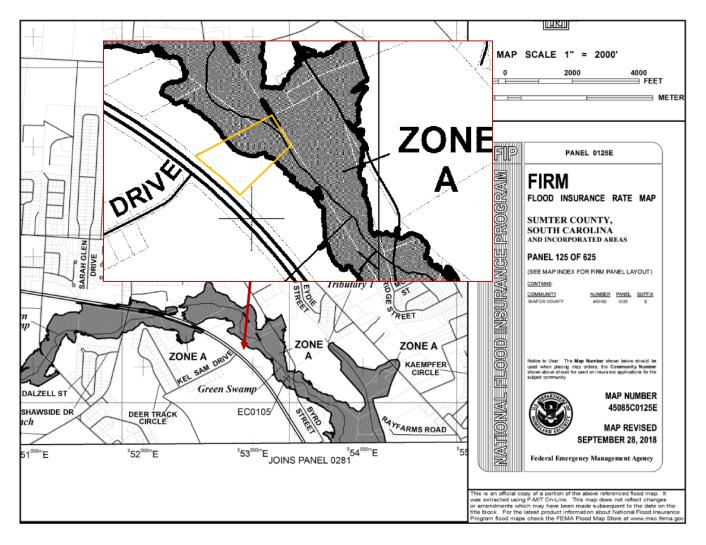
This request is to rezone a 1.9 acre portion of the split zoned 4.85 acre tract of land from General Commercial (GC) to Residential-9 (R-9) so that the entire parcel will be zoned R-9.

As shown on the zoning map to the right, the property is located on the east side of Thomas Sumter Hwy. adjacent to the median crossover for Kel-Sam Farms Subdivision. In June of 2017, Anointed Word Christian Worship Center received



Conditional Use approval (CU-17-20) in order to build a church and associated cemetery on the property. After more thorough evaluation of the site, it was determined that construction of the church on this property was not possible however, the congregation wishes to use the parcel for an off-site cemetery.

In the GC district, cemeteries are a permitted as an on-site accessory use with churches, however; cemeteries are permitted as stand-alone conditional uses in the R-9 district. Although 2/3rd of the property is already zoned R-9, the rear portion of the property is very wet and is within a special flood hazard area as shown in the FIRMETTE graphic below. Based on these environmental factors, the rear portion of the property is not ideal for the establishment of a cemetery. As such, the applicant requests this rezoning in order to establish a cemetery on the front 1.9 acre portion of the tract located outside of the floodplain. As shown in the graphic below, more than half of the tract is in the Special Flood Hazard area, and in 2015 this parcel did experience flooding to the 100 year boundary.

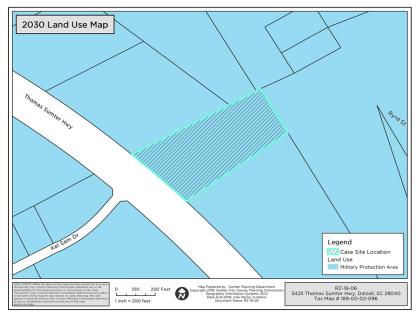


Based upon the sensitive nature of a cemetery, not utilizing the rear portion of this tract for burial is in the public interest from a health and safety standpoint.

III. COMPATIBILITY WITH THE 2030 COMPREHENSIVE PLAN

The property is located in the Military Protection Planning Area (MP). The MP is intended to protect Shaw Air Force Base from encroachment of incompatible land uses and reduce the accident and noise potential to citizens in areas adjacent to this critical military installation. Protection of Shaw Air Force Base's mission is the community's primary goal in this area. Great care should be taken in evaluating any land use application in this planning area.

Based upon established Military Protection Planning Area Policies (LU 17) the County is supportive of very



low-density residential uses of one acre or more on private well and septic tank only. Public sewer infrastructure will not be extended to the MP area for residential uses. It is the applicant's intent to use this property for an off-site cemetery for their congregation. Expansion of the R-9 zoning district would allow additional residential density above one unit per acre, which is not in line with MP area policies.

IV. TRAFFIC REVIEW

The property is located on the north side of Thomas Sumter Hwy/Hwy 261, a 4 lane divided highway classified as a principal arterial roadway. This section of Thomas Sumter Hwy. has an AADT of 9500. Any future use of the site will require an SCDOT encroachment permit, and site impacts will be reviewed at time of future development.

V. STAFF RECOMMENDATION

Planning staff is not opposed to a stand-alone cemetery use at this site. However, staff recommends that a text amendment be brought forward that would add stand-alone cemeteries as a conditional use in the GC district versus rezoning the subject property to R-9.

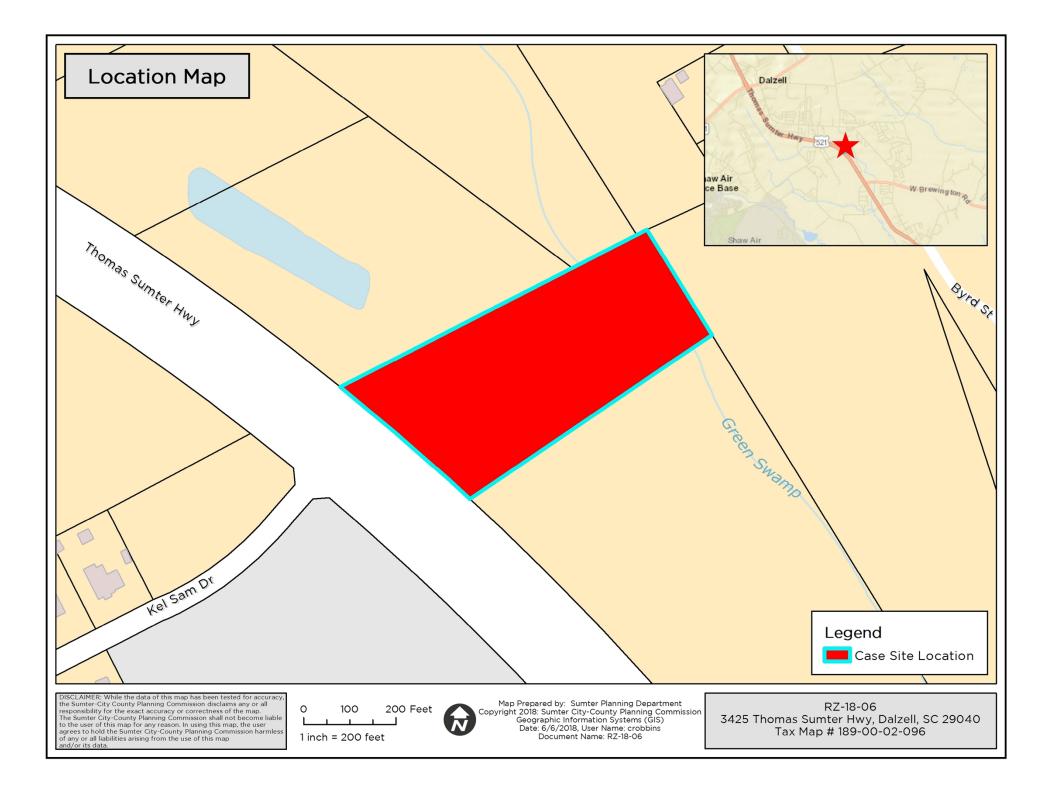
VI. PLANNING COMMISSION – JUNE 27, 2018

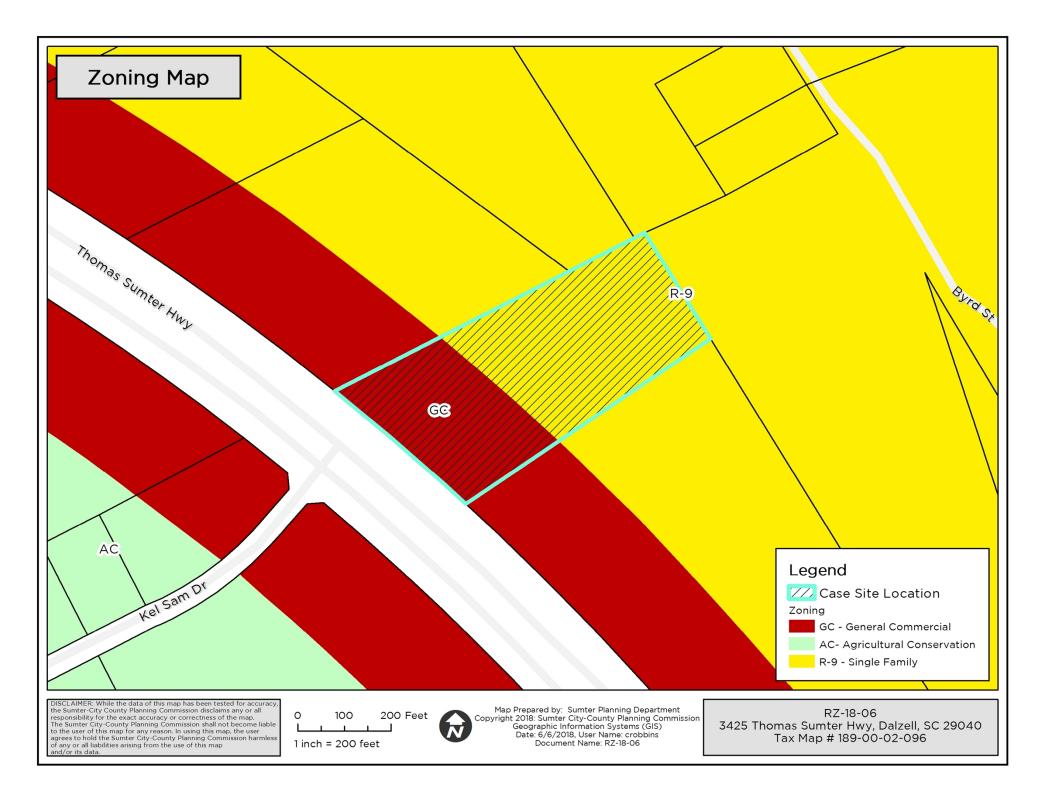
The Sumter City-County Planning Commission at its meeting on Wednesday, June 27, 2018, recommended forwarding the rezoning request to County Council for consideration. In the alternative, the Commission recommended that Council consider a zoning ordinance text amendment to allow cemeteries in the General Commercial (GC) zoning district.

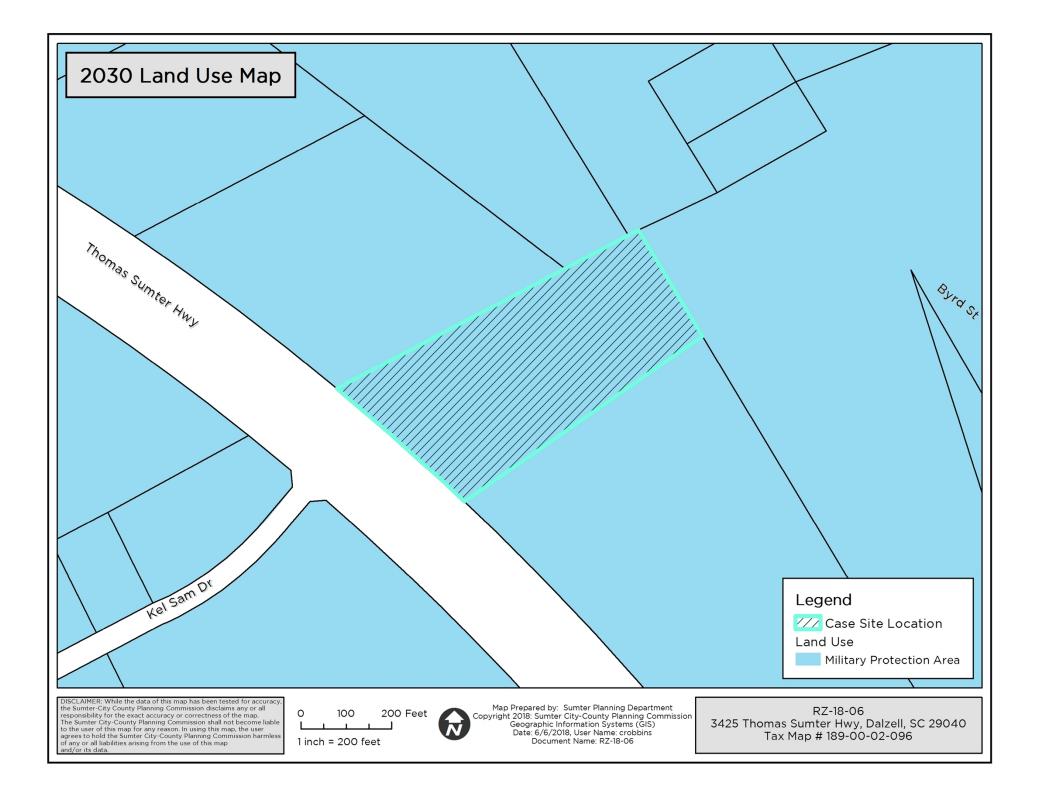
VII. COUNTY COUNCIL - JULY 10, 2018 - FIRST READING

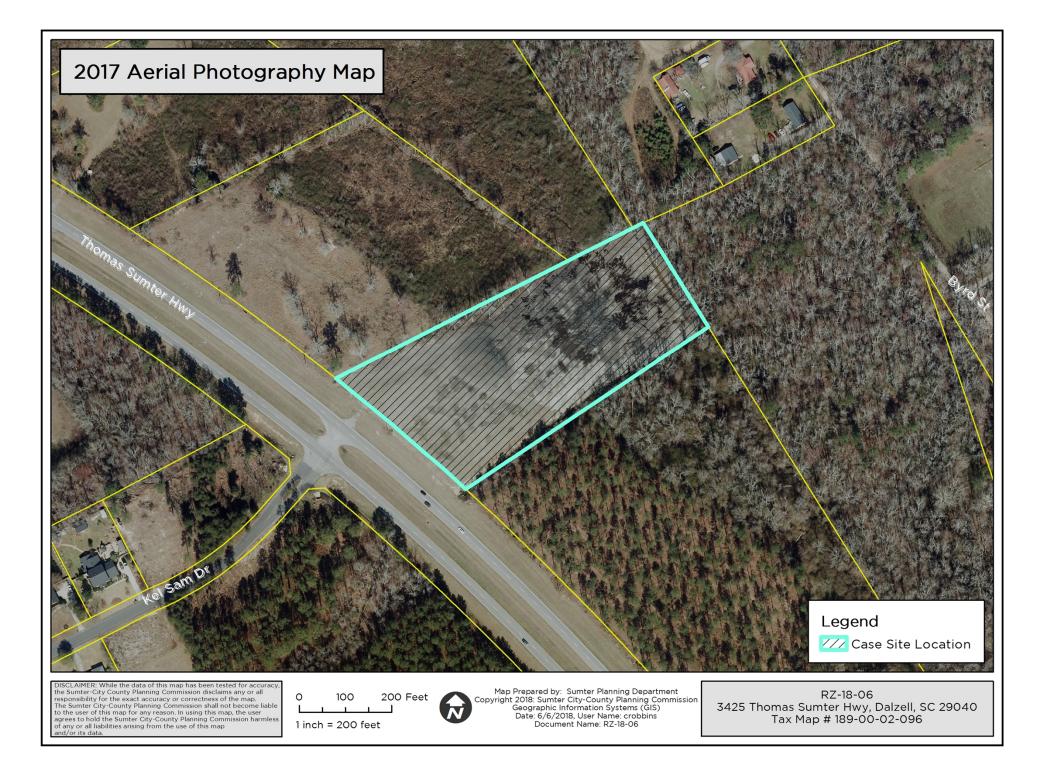
The Sumter Council at its meeting on Tuesday, July 10, 2018, gave First Reading approval for this request.

VII. COUNTY COUNCIL – JULY 24, 2018 – SECOND READING/PUBLIC HEARING









Sumter County Council

Second Reading / Public Hearing July 10, 2018

Planning Commission Staff Report

PD-05-09 (Revision 1), 350 Myrtle Beach Hwy. - Carolina Truck & Trailer Parts (County)

I. THE REQUEST

Applicant:	Carolina Truck & Trailer Parts					
Status of the Applicant:	of Used Motor Vehicle Parts (SIC Code, 5015) as a permitted use					
Request:	Request to amend Ordinance PD-05-09, specifically for the addition of Used Motor Vehicle Parts (SIC Code, 5015) as a permitted use on a 9.95 acre portion of the property (Identified on plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018).					
Location:	Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018). 350 Myrtle Beach Hwy.					
Present Use/Zoning:	Undeveloped & Vehicle Part Storage / Planned Development (PD)					
Tax Map Number:	267-01-02-015					
Adjacent Property Land Use	and Zoning:	North – Residential / General Residential (GR) South – Vacant / Agricultural Conservation (AC)				

South – Vacant / Agricultural Conservation (AC) East – Residential / GR West – Truck Repair & Used Motor Vehicle Parts / Light Industrial-Warehouse (LI-W)

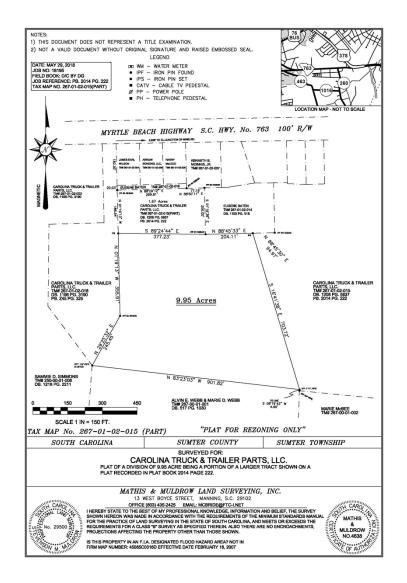
II. BACKGROUND

The applicant is requesting to amend to the text of the Ordinance for Planned Development (PD-05-09) *Section III* in order to allow for Used Motor Vehicle Parts (SIC Code 5015) as a permitted use. The use would be a continuation of the Carolina Truck & Trailer Parts Business located on property immediately adjacent to the west at 300 Myrtle Beach Hwy.



This business was approved for Truck Repair and Used Motor Vehicles Parts uses, which includes the wholesale and retail of used motor vehicle parts per SIC Code descriptions.

This PD Ordinance amendment request is specifically for a 9.95 acre portion of the overall +/- 47 acre property tied to this specific PD. This area is identified on a plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018. A +/- 6 acre portion of the 9.95 acres is currently being used for overflow storage of motor vehicles and parts associated with the business. According to the business owner, this is an overflow area where trucks and parts are stored until they are hauled off-site for recycling and/or repurposing. The applicant has stated that in the future they may wish to expand the existing area, not to exceed the area shown on the plat below.

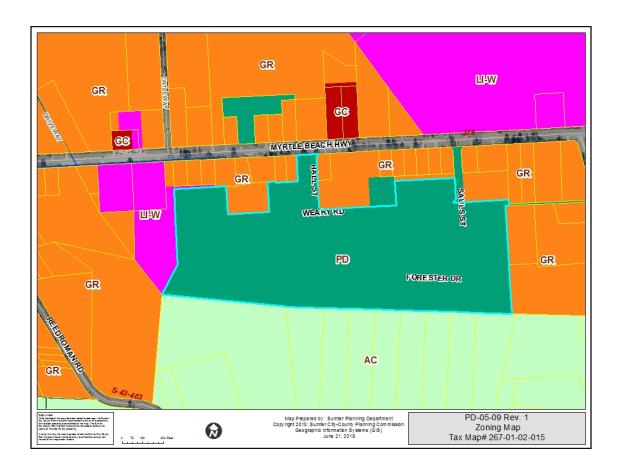


This request is a result of zoning enforcement action at the property. In February 2015, Carolina Truck & Trailer Parts, who owns property and operates a Truck Repair and Used Motor Vehicle Parts business on property immediately adjacent to the west of the subject property, purchased the +/- 47 acre property. Sometime later in that year, Carolina Truck & Trailer Parts cleared a +/- 6 acre portion of the subject property close to their existing business and began using this area for overflow storage associated with their business operation. This action on the +/- 6 acre portion of 267-01-02-15 constituted a violation of the Zoning Ordinance because the land is zoned Planned Development (PD-05-09). Per the adopted PD-05-09 Ordinance, the only

permitted uses on the property are Wholesale Nursery Stock (SIC Code 5193) and Retail Nurseries, Lawn and Garden Supply Stores (SIC Code 5261). Prior to PD-05-09 taking effect, the property was zoned GR and was the location of a residential subdivision that was never built.







Environmental:

According to high level wetlands data publically available through the US Fish & Wildlife Wetland Mapper, almost all of the +/- 47 acre PD is identified as a wetland. This data is for information purposes only and cannot be relied upon for an accurate determination of wetland boundaries or jurisdictional status. A wetlands delineation and an Army Corps of Engineers Jurisdictional Determination will need to be obtained prior to future land disturbance on the site.



III. ORDINANCE AMENDMENT

- 1. Amend *Section III* of Ordinance PD-05-09 to allow a Used Motor Vehicle Parts (SIC 5015) as a permitted use only on the 9.95 acre portion identified on a plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018.
- 2. Staff recommends the following amendments to *Section II* of Ordinance PD-05-09 be considered by the Planning Commission (if the PC votes to pass along a favorable recommendation on this request):
 - No buildings or structures permitted on the 9.95 acre portion of TMS# 267-01-02-015.
 - A minimum of a 15' wide landscape buffer consisting of 3 canopy trees per every 100 feet on center, 8 evergreen trees per 100 feet on center, and 15 tall shrubs per 100 feet on center or equal equivalent as determined by the Zoning Administrator be installed or maintained around all boundaries of the 9.95 acre portion of TMS# 267-01-02-015, which the exception of the section adjacent to TMS# 267-01-02-018.

- Any new land clearing associated with development on the 9.95 acre portion of TMS# 267-01-02-015 will require site plan approval, land disturbance permit approval, and wetlands delineation submittal, in accordance with Sumter County Zoning & Development Ordinance requirements.
- All Development, land disturbance, clearing or other applicable activities on TMS# 267-01-02-015 must adhere to the requirements and standards outlined in the Sumter County Zoning & Development Standards Ordinance unless otherwise specified by this ordinance (Ordinance PD-05-09 Revision 1).

IV. COMPATIBILITY WITH THE 2030 COMPREHENSIVE PLAN

Per the 2030 Comprehensive Plan, the subject property lies within the Suburban Development Planning Area. The primary objective of this land use designation is to scrutinize and manage the existing development patterns, foster intentional mixed-use development and identify new commercial and industrial locations where form and design are a focus, all in a more efficient manner.

The primary applicable Suburban Development Planning Area policy is:

Industrial, light-industrial, warehouse, automotive repair, and uses with a dominant outdoor storage component should be directed to established area with like uses.

V. STAFF RECOMMENDATION

Staff recommends approval of this request. However, staff does have concerns about the clearing and disturbing of land that could be within a regulated wetland. Additionally, it appears that the main business operation at 300 Myrtle Beach Highway consists of the retail and whole sale of used automotive parts, which is covered under SIC Code 5015. However, the use as a whole has the characteristics of a Salvage Yard Use, as defined in Article 10 of the County Zoning & Land Development Standards Ordinance. A Salvage Yard use is not an allowed use in the underlying adjacent LI-W zoning district where the main business is located and it is not being specifically requested for the subject property.

VI. DRAFT MOTIONS

Motion #1:

I move that the Sumter City-County Planning Commission <u>approve</u> PD-05-09 (Revision 1), to amend Ordinance PD-05-09 allow Used Motor Vehicle Parts (SIC Code 5015) as a permitted use, with conditions as noted in the staff report and draft ordinance.

Motion #2:

I move that the Sumter City-County Planning Commission <u>deny</u> PD-05-09 (Revision 1), to amend Ordinance PD-05-09 to allow Used Motor Vehicle Parts (SIC Code 5015) as a permitted use

Motion #3:

I move that the Sumter City-County Planning Commission propose an alternate motion for PD-05-09 (Revision 1).

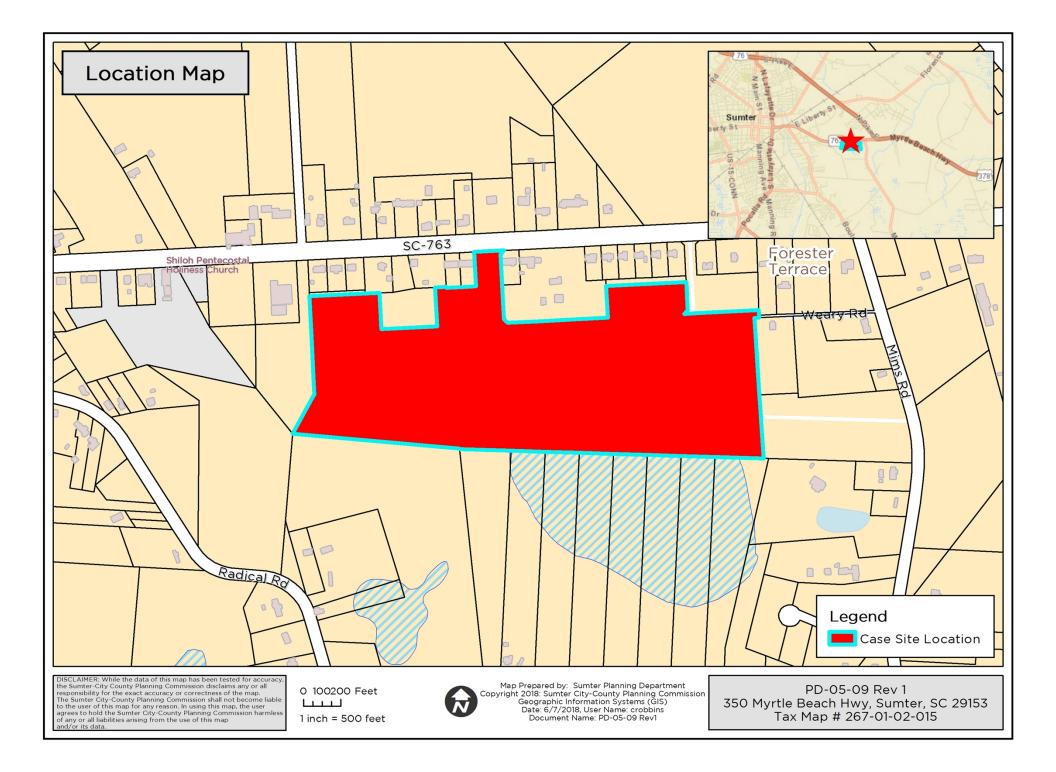
VII. PLANNING COMMISSION – JUNE 27, 2018

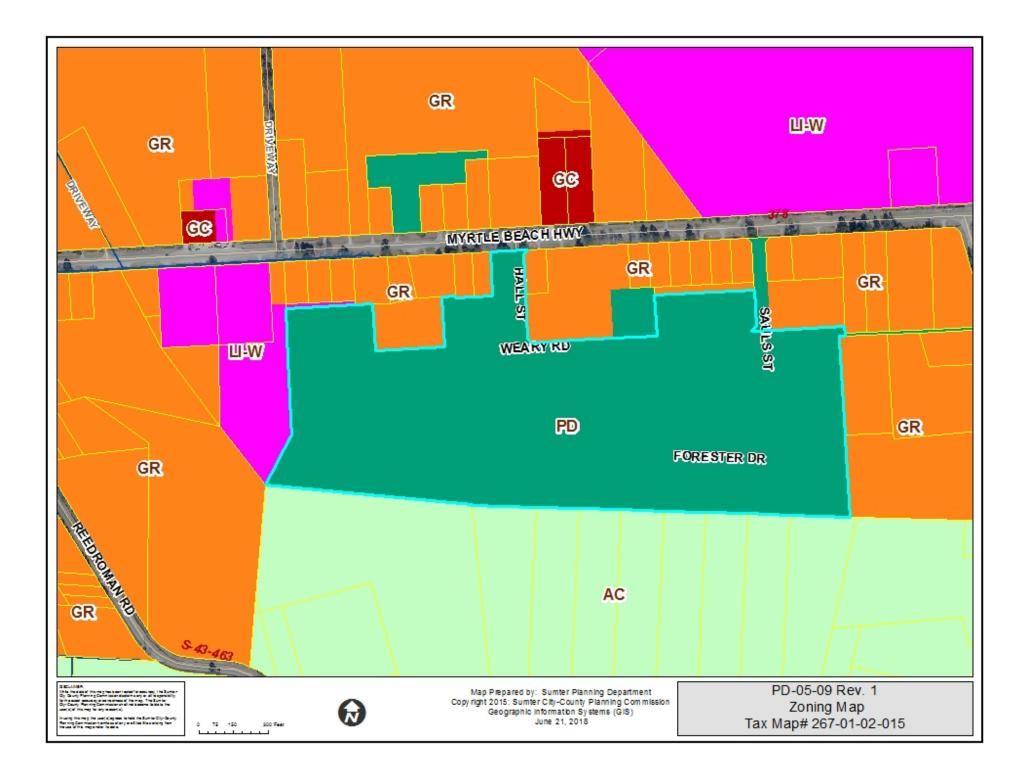
The Sumter City-County Planning Commission at its meeting on Wednesday, June 27, 2018 voted to recommend approval of this request to amend Ordinance PD-05-09 allow Used Motor Vehicle Parts (SIC Code 5015) as a permitted use, with conditions as noted in the staff report and draft ordinance.

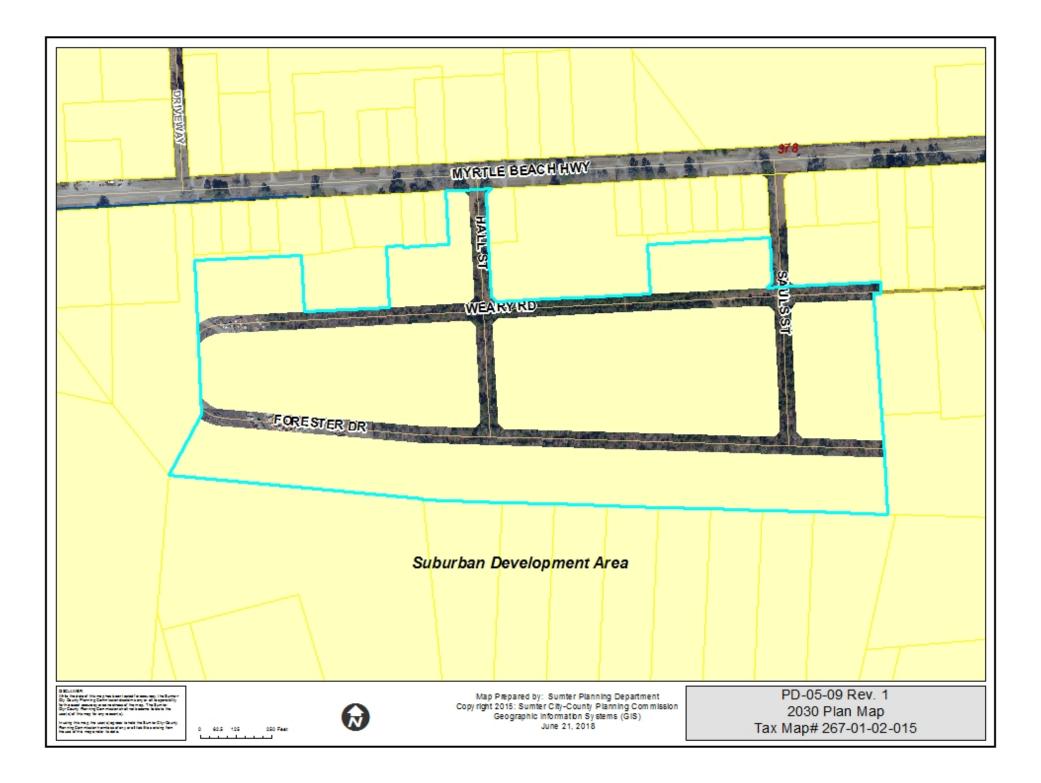
VIII. COUNTY COUNCIL - JULY 10, 2018 - FIRST READING

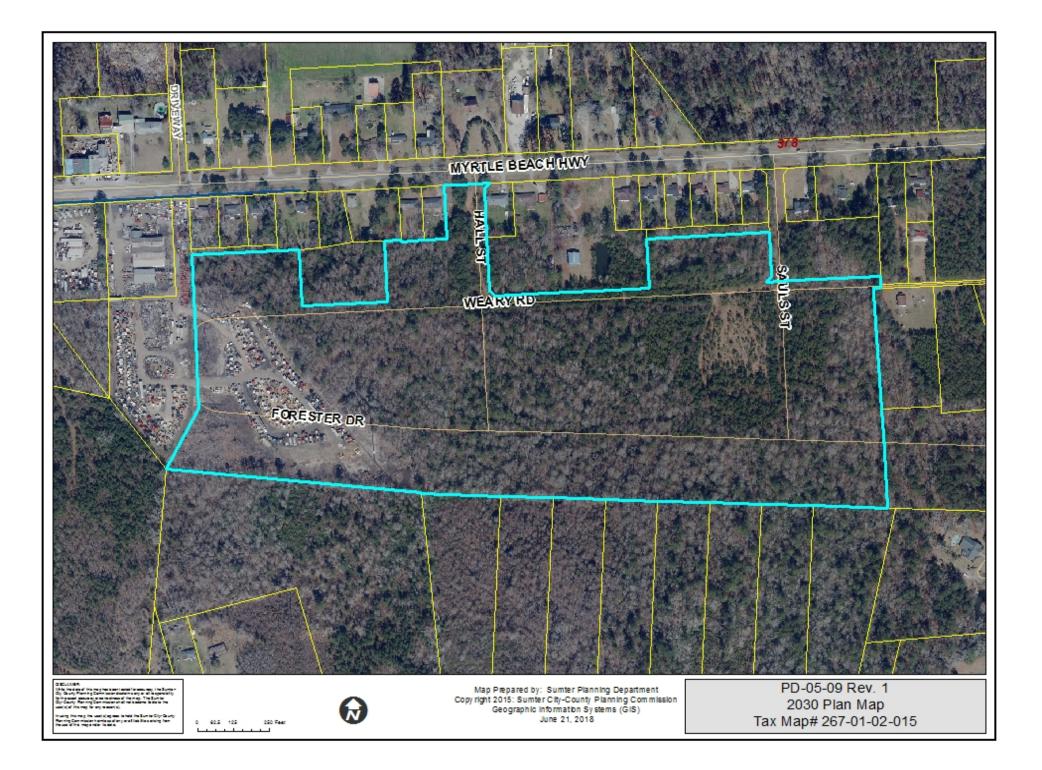
The Sumter County Council at its meeting on Tuesday, July 10, 2018, gave First Reading approval for this request.

IX. COUNTY COUNCIL – JULY 24, 2018 – SECOND READING/PUBLIC HEARING









ORDINANCE PD-05-09 (Revision 1) <u>TO AMEND THE ZONING MAP</u> OF THE COUNTY OF SUMTER, SOUTH CAROLINA BY REZONING THE PROPERTY LOCATED AT MYRTLE BEACH HIGHWAY, OWNED BY CAROLINA TRUCK & TRAILER PARTS FROM PLANNED DEVELOPMENT (PD-05-09) TO PLANNED DEVELOPMENT (PD-05-09 Revision 1)

WHEREAS, Article I, Section T, entitled "Amendment Authorization and Procedure" of the Zoning and Development Standards Ordinance for the county of Sumter adopted December 7, 1999, provides a procedure for amending the Official Zoning Map of the County of Sumter, and

WHEREAS, said procedure has been followed, and the Sumter City-County Planning Commission has reviewed and hereby recommends favorably the following amendments to the Official County of Sumter Zoning Map.

NOW THEREFORE, BE IT ORDAINED BY THE CHAIRPERSON AND THE COUNTY COUNCIL OF THE COUNTY OF SUMTER, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED BY THE AUTHORITY THEREOF, THAT:

- I. The property located at Myrtle Beach Highway and owned by Carolina Truck & Trailer Parts is hereby rezoned from Planned Development (PD-05-09) to (PD-05-09 Revision 1), in accordance with the attached development plan and identified by the following tax map block and parcel numbers:
 - 267-01-02-015
 - 267-01-02-012
 - 267-01-03-012
- II. The Planned Development rezoning shall be with the following conditions:
 - All major site plan changes require County Council approval.
 - Agricultural Conservation zoning and development standards to apply to all development.
 - One curb cut as approved by SCDOT on parcel 267-01-02-012 (now combined with 267-01-02-015) along Myrtle Beach Hwy. Where curb cut is approved, a paved transition surface, with curb and gutter, not less than 50 ft. from Myrtle Beach Hwy leading to designated crusher run parking area. At least one handicapped parking space, van accessible, will be provided.
 - Office building on parcel 267-01-02-012 (now combined with 267-01-02-015).
 - One 60 sq. ft. freestanding sign permitted on parcel 267-01-02-012 (now combined with 267-01-02-015). Wall signage limited to 10% of wall area.

- Buildings constructed on property within Highway Corridor Protection District (HCPD) boundaries shall comply with HCPD architectural standards, or in similar fashion as HCPD-04-01.
- No buildings or structures permitted on the 9.95 acre portion of TMS# 267-01-02-015 (Identified on plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018
- A minimum of a 15' wide landscape buffer consisting of 3 canopy trees per every 100 feet on center, 8 evergreen trees per 100 feet on center, and 15 tall shrubs per 100 feet on center or equal equivalent as determined by the Zoning Administrator be installed or maintained around all boundaries of the 9.95 Acre Portion (Identified on plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018) with the exception of TMS# 267-01-02-018.
- Any new land clearing associated with development on the 9.95 Acre Portion (Identified on plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018) will require site plan approval, land disturbance permit approval, and wetlands delineation submittal at minimum.
- All Development, land disturbance, clearing or other applicable activities on TMS# 267-01-02-015 must adhere to the requirements and standards outlined in the Sumter County Zoning & Development Standards Ordinance unless otherwise specified by this ordinance (Ordinance PD-05-09 Revision 1).
- III. The Planned Development zoning shall include the following permitted use and no others, unless further reviewed and recommend by the Sumter City-County Planning Commission, and specifically approved by the Chairperson and County Council of Sumter, South Carolina.
 - Wholesale Nursery Stock, SIC 5193
 - Retail Nurseries, Lawn and Garden Supply Stores, SIC 5261

9.95 Acre Portion Only

(Identified on plat prepared by Mathis & Muldrow Land Surveying, Inc. dated May 29, 2018)

- Used Motor Vehicle Parts, SIC 5015
- IV. Said property being officially rezoned to the classification Planned Development (PD), the official zoning map of the County of Sumter is so amended to reflect said change.
- V. This ordinance shall become effective immediately upon its adoption on Third Reading.

DONE RATIFIED AND ADOPTED BY THE CHAIRPERSON AND THE COUNTY COUNCIL OF THE COUNTY OF SUMTER, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2018.

COUNTY OF SUMTER, SOUTH CAROLINA

James T. McCain, Chairman

ATTEST:

Mary Blanding

First Reading: Second reading: Public Hearing: Third Reading :

Sumter County Council

3rd Reading July 24, 2018

Planning Commission Staff Report

OA-18-02, Miscellaneous and Temporary Signs (County)

I. THE REQUEST

Applicant: Sumter County Council

Request:Amend relevant portions Article 8, Section I: Sign Regulations of the
Sumter County Development Standards Ordinance to allow certain
fluttering devices, including feather flags in the County.



Sample Feather Flags

II. BACKGROUND

Pennants and Fluttering Devices (Feather flags)

In order to encourage business visibility, County Council suggests consideration of an amendment to the sign ordinance permitting a specific type of fluttering device called a feather flag.¹ Fluttering devices of any type are prohibited and have been since the 2009 sign ordinance update (OA 08-09).

Section 8.i.4.b. Fluttering devices, states: *"floats, inflatable characters or objects, ribbons, pennants, spinners, streamers, or other types of fluttering devices shall not be permitted."*

In 2012, the Building Industry Association requested permitting these devices on a temporary basis at model homes but withdrew this request during the planning commission review stage.

Consideration should be given to type, size, location, and frequency.

The guidance below has been revised from previous staff report iterations based on County Council direction:

1. <u>Definition</u>: a feather flag sign is a lightweight, portable, freestanding, on-premise sign typically constructed of a single plastic or metal shaft that is affixed to the ground or a base with an attached pendant vertically attached to the shaft.

2. Size: Maximum height of 12 feet; maximum width of 3 feet; maximum sign area 36 sq. ft.

3. Number:

- Parcels with less than 50 linear feet of frontage measured at the primary street-2 flags
- Parcels with 50 to 100 linear feet of frontage-3 flags
- Parcels with 100 linear feet or more-4 flags

4. Feather flag signs shall be permitted on all properties with a commercial or industrial zoning designation (PO, NC, LC, GC, LI-W, HI) and on any parcel in the AC Zoning district.

5. Feather flags shall meet all district sign setbacks and be maintained in good repair at all times.

6. Feather flag signs shall be permitted on a permanent basis long as they are maintained in good condition and pose no safety threat.

7. Multi-tenant properties, regardless of the number of businesses, shall be limited to the total number set forth in item 3 above.

8. Residential model homes in any zoning district shall be permitted feather flag signs according to the guidance set forth in 1-7 above.

¹ These types of devices are known by many names including quill, teardrop, flag, kite, and blade flags

IV. DRAFT MOTIONS

Motion #1:

I move that the Sumter City-County Planning Commission approve OA-18-02, Miscellaneous and Temporary Signs to amend relevant portions <u>Article 8, Section I: Sign Regulations</u> of the *Sumter County Development Standards Ordinance* to allow certain fluttering devices, including feather flags in the County.

Motion #2 I move an alternative motion.

V. PLANNING COMMISSION – MARCH 28, 2018

The Sumter City-County Planning Commission at its meeting on Wednesday, March 28, 2018, deferred this request until the April 25, 2018. The Commission raised several concerns related to the timing, number, and duration of these types of temporary sign devices. The Commission requested that Staff develop additional conditions designed to address these concerns.

VI. PLANNING COMMISSION – APRIL 25, 2018

The Sumter City-County Planning Commission at its meeting on Wednesday, April 25, 2018, voted to recommend denial of the request by a vote of 3-2 (with two abstentions). The Commission raised several concerns related to the timing, number, and duration of these types of temporary sign devices and was not supportive of opening up this category for additional signage.

VII. COUNTY COUNCIL - JUNE 26, 2018 - FIRST READING

The Sumter Council at its meeting on Tuesday, June 26, 2018, gave First Reading approval of this request.

VIII. COUNTY COUNCIL - JULY 10, 2018 - SECOND READING/PUBLIC HEARING

The Sumter County Council at its meeting on Tuesday, July 10, 2018, gave Second Reading approval for this request. Council directed Staff to prepare language permitting feather flags in a manner similar to commercial banners and also directed Staff to consider language allowing feather flags for model homes in developing subdivisions. This language is included in the attached, revised strike-through of the sign ordinance (relevant portions).

IX. COUNTY COUNCIL – JULY 24, 2018 – THIRD / FINAL READING

Amend Article 8, Section I: Sign Regulations as follows:

8.i.2. Signs Not Requiring a Permit: A permit shall be required for the erection, alteration, or reconstruction of any sign, except for the following:

- a. Political Signs conforming with Section <u>8.i.7.l.8.i.7.m.</u>
- b. Signs erected by or on behalf of a governmental entity or public utility.
- c. Signs or banners erected by non-profit groups in the public interest advertising specific events. Such signs shall be allowed for a maximum of 14 days and shall be removed within 48 hours after the event has ended.
- d. Banners conforming with Section 8.i.7.a.
- e. <u>Feather flags conforming with Section 8.i.7.b.</u>
- f. Residential and Commercial Real Estate Signs conforming with Section 8.i.7.c8.i.7.d.
- g. On-site directional signs conforming to Section <u>8.i.7.g8.i.7.h</u>.
- h. Window Signs places on the interior wall or window of a business.

8.i.4. Prohibited Signs and Exceptions: The following signs are prohibited in any zoning district:

b. Fluttering Devices. Floats, inflatable characters or objects, ribbons, pennants, spinners, streamers, or other similar fluttering devices shall not be permitted except during special events defined in Section 8.i.7.m8.i.7.o. Feather flags are excluded from this prohibition when erected in accordance with Section 8.i.7.b. and 8.i.7.d.7.

8.i.7. Miscellaneous and Temporary Signs.

- a. **Commercial Banners.** Each non-residential use may have one on-premise banner on a permanent basis subject to the following conditions:
 - 1. Location. The banner may be installed only on the building or canopy of the primary business and must advertise the business, its relevant promotion or products. The banner cannot extend above the roofline or be freestanding. For multi-tenant or multi-store locations, the banner must be placed on the building or canopy in front of the tenant space it is designed to serve.
 - 2. Size. The banner may not exceed 32 sq. ft.

- 3. **Duration.** The banner may remain indefinitely as long as it is in good condition and is securely fastened, as determined by the Zoning Administrator. Banners may be interchanged at will as long as only one banner per business is maintained.
- b. Feather Flags. A feather flag sign is a lightweight, portable, freestanding, on-premise sign typically constructed of a single plastic or metal shaft that is affixed to the ground or a base with a pendant vertically attached to the shaft. The feather flag must advertise the business, its relevant promotion or products. Non-residential uses and subdivision model homes (see 8.i.7.d) may have on-premise feather flags on a permanent basis subject to the following conditions:
 - 1. Feather flag signs shall be permitted on all properties with a commercial or industrial designation (PO, NC, LC, GC, LI-W, HI) and on any parcel in the AC zoning district.
 - 2. <u>Size. Maximum height of 12 feet; maximum width of 3 feet; maximum sign area of 36 sq. ft.</u>
 - 3. Number. The number of feather flags permitted per parcel is based upon the sliding scale outlined below:
 - a. <u>Parcels with less than 50 linear feet of frontage measured at the primary street 2 flags;</u>
 - b. <u>Parcels with 50 to 100 linear feet of frontage 3 flags;</u>
 - c. Parcels with 100 linear feet or more 4 flags.
 - 4. Sebacks. Feather flags shall meet all zoning district sign setbacks.
 - 5. **Duration.** The feather flag may remain indefinitely as long as it is in good condition and is securely fastened, as determined by the Zoning Administrator. Feather flags may be interchanged at will as long as the number permitted in item #3 above is not exceeded.
- c. **Sandwich Board Signs.** Signs are permitted for non-residential property in accordance with the following conditions:
 - 1. Location. One sandwich board per parcel, per street front.
 - 2. Size. The sign may not exceed 6 sq. ft. per side, except where the principal structure exceeds 30, 000 sq. ft. a sandwich board sign may be permitted no greater than 20 sq. ft. and be permitted at one sign per frontage. For shopping centers and commercial multi-tenant property, one sandwich board sign is permitted per street frontage and shall be no greater than 20 sq. ft. Individual stores or tenants are not permitted separate or individual sandwich board signs.

- 3. **Duration.** The sandwich board may remain indefinitely as long as it is in good condition, as determined by the Zoning Administrator.
- d. **Real Estate Signs.** Real Estate signs are permitted in accordance with the following guidelines:
 - 1. Location. One sign per parcel, per street frontage.
 - 2. Size. In residential districts (R-15, R-9, R-6 GR, AC and CP), signs shall not exceed 6 sq. ft. In the AC or CP district, parcels over 5 acres in size are permitted one sign per street frontage, not to exceed 16 sq. ft. In commercial districts (GC, NC, LC, PO, LI-W, HI) signs shall not exceed 16 sq. ft.
 - 3. **Maximum Height.** All real estate signs are limited to a maximum height of 10 feet.
 - 4. Real Estate signs shall not be illuminated.
 - 5. Signs advertising individual available tenant space in multi-tenant buildings shall not be freestanding. For multi-tenant or shopping center locations, a banner not exceeding 10 sq. ft. is permitted.
 - 6. **Duration.** Real estate signs may remain indefinitely as long as they are in good condition and pose no threat to public safety, as determined by the Zoning Administrator.
 - 7. Model Homes Signs. Signs designed to indicate demonstration homes for marketing purposes in a subdivision are permitted in lieu of real estate signs, and subject to the above (1-6). In addition to the model home sign, model homes are also permitted the use of feather flags when erected in conformance with Section 8.i.7.b regardless of the zoning district in which the model home is located.
 - 8. All real estate signs shall be wood or metal with permanent, professional copy placed on the signs. The sign structure shall be painted one color. Stabilizing legs may be used but may not project outside (beyond) the plane of the sign face.

e. Project and Contractor's Signs.

1. **Commercial Projects.** One (1) non-illuminated sign per street frontage not exceeding 32 sq. ft. with a maximum height of 10 ft. in non-residential areas announcing a new construction project. The sign may display all project contractors, vendors, developers, architect, etc., and is permitted on premises for any project under construction, alteration, or renovation.

- 2. Individual Residential Lots. For any project under construction, alteration, or renovation, individual contractor signs permitted on premise at a rate of one 6 sq. ft. sign per contractor. Such sign(s) shall be removed within 30 days after a certificate of occupancy is issued for the project.
- f. **Residential Subdivision Under Construction.** Subdivisions under construction are entitled to additional signage beyond the permanent subdivision signage in accordance with the following guidelines:
 - 1. Location. One (1) sign at the primary subdivision entrance. For subdivisions with multiple entrances, one sign permitted at each fully constructed subdivision access entrance meant for use by the residents and general traveling public. This sign shall include all of the information the developer believes to be pertinent to advertise the subdivision to include:
 - a. Name of Subdivision
 - b. Pricing Information
 - c. Active Builders
 - d. Lot Availability
 - 2. Size. Not to exceed 64 sq. ft.
 - 3. Maximum Height. All signs are limited to a maximum height of 10 feet.
 - 4. Illumination. Signs shall not be illuminated.
 - 5. **Duration.** Must be removed once 90% of the houses within the subdivision have been constructed.
- g. **Projecting Signs**. A projecting sign perpendicular to the wall may be substituted for a wall sign. A projecting sign shall be placed a minimum of eight (8) feet above any sidewalk and may project a maximum of six (6) feet away from the wall. Total area of the projecting sign shall not exceed 5% of the front surface area of building.
- h. **Canopy or Awning Signs.** Canopy or awning signs may be permitted in addition to wall or projecting signs. One business identification sign is permitted not to exceed 20% of the surface area covered by the canopy or awning,
- i. **Directional Signs.** Directional signs are permitted for non-residential uses at a rate of two signs per entrance, not to exceed 2 sq. ft. per sign.
- j. **Gasoline Pumps.** Gasoline pump signs showing only price are permitted and shall not count against the total signage allowed on a zoned lot. Maximum size of each sign is 3 sq. ft.

- k. **Oil Racks.** Oil rack signs are permitted and shall not count against the total signage allowed on a zoned lot. Maximum size of each sign is 3 sq. ft.
- 1. **Automobile Dealer Franchise Signs.** Automobile dealers shall be permitted separate free-standing signs for each brand or franchise of new cars sold by the dealership in addition to all other signs normally earned on the zoned lot. Separate franchise signs shall not include an attached reader board.
- m. **Subdivision Identification Signs.** For each residential or non-residential subdivision, multi-family complex, attached housing complex, or mobile home park, two free-standing monument signs are permitted per entrance to said subdivision. The signs shall not exceed 40 square feet in size, nor exceed 8 feet in height. Such signs shall be lit only through indirect lighting.
- n. Political Signs. Signs in this category are specifically designed to allow noncommercial speech that promotes the purposes of a democratic society. Signs in this category may be erected that support candidates for elected office at the local, state, or federal levels of government. Also, signs in this may promote noncommercial speech covering uses or causes that the First Amendment of the U.S. Constitution may protect. Some examples of signs that promote non-commercial speech are signs announcing ballot initiative, voter registration campaign signs, or signs that seek to advance special interest causes. (Note: this list is not intended to be all-inclusive). In no case should these regulations be used to sanction slander or language that deprives the community of its standards of moral decency. The following items are designed to implement the stated purpose herein; while insuring that the City and County of Sumter are protected against inordinate sign clutter, and deteriorated or abandoned signs that detract from the appearance of the community.
 - 1. No sign allowed in this section may be erected or allowed within the public rights-of-way or on other public properties.
 - 2. Political signs must not exceed 32 sq. ft in size.
 - 3. Political signs erected for a specific election or referendum may be erected no more than 90 days prior to that polling date and must be removed not later than 15 days after that date by the candidates.
 - 4. No sign(s) allowed in this section shall become deteriorated or fall into disrepair. If a sign(s) becomes deteriorated or otherwise falls into disrepair, the sign(s) shall be subject to removal; provided that adequate documentation shall be placed on file. The affected property owner shall be notified of the offense by certified mail, or by hand, and shall be given 15 days to repair the said sign(s), after which time the property owner shall be subject to fine and the removal of the sign(s).

- o. **Special Event Signs.** Automobile dealerships shall be permitted to hold special sales events a maximum of 3 times per year. Each special event requires a temporary use permit and may not exceed 30 days in length. Each special event must be separated by a period of 30 days. At this time, fluttering devices as described in Section 8.i.4.c. shall be permitted on a temporary basis. Two additional banners are also permitted in excess of all other regulations for the special event.
- p. **Fire Cracker Stands.** Each fire cracker stand may have one on-premise banner for the period of the temporary stand. The banner may not exceed 32 sq. ft. Ribbons, pennants, spinners, streamers and other similar devices are permitted without a permit.
- q. Off-Premise Directional Sign. A maximum of one additional sign is permitted per parcel identifying or advertising a use located off-premises. In all residential zoning districts maximum sign size is 16 sq. ft. with a maximum height of 5 ft.; in all non-residential districts (including AC (Agricultural Conservation)) maximum sign size is 32 sq. ft. with a maximum height of 10 ft. Destinations advertised on the off-premises sign (such as subdivision, business, or other entity) are permitted a maximum of two (2) total off-premises signs within the county. No off-premises signs shall be closer than 250 ft. (measured in a direct line) from an existing off-premises sign. Billboards/Outdoor Advertising are treated separately in Section 8.i.9.

EXHIBIT 20 PERMITTED SIGN BY TYPE AND ZONING CLASSIFICATION

	Free Standing	Building Canopy	Building Marquee	Building Wall	Banner/ Pennant	<u>Feather</u> <u>Flags</u>	Flag	V-Shaped Sandwich Board
All Residential	N	Ν	N	А	N	N	А	N
Zones								
Multi-family	N	N	N	A	N	<u>N</u>	A	Р
Mobile Home Parks	N	Ν	Ν	A	N	<u>N</u>	А	N
Professional Office	Р	Р	Р	Р	Α	<u>A</u>	А	Р
Neighborhood	Р	Р	Р	Р	А	A	А	Р
Commercial								
Limited	Р	Р	Р	Р	А	A	А	Р
Commercial								
General	Р	Р	Р	Р	А	A	А	Р
Commercial								
CBD	Р	Р	Р	Р	А	N	А	Р
Light Industrial	Р	Р	Ν	Р	A	A	А	Р
Heavy Industrial	Р	Р	Ν	Р	Α	A	А	Р
Agricultural	Р	Ν	Ν	Р	А	A	А	Р
Conservation								
Conservation	N	Ν	Ν	N	N	N	А	N
Preservation								

A = Allowed without a Sign Permit

P = Allowed with a Sign Permit

N = Not Allowed

AN ORDINANCE TO APPROVE AN INTERGOVENMENTAL LOAN AGREEMENT WITH THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY TO BE SECURED BY A MORTGAGE ON 20 ACRES OF REAL PROPERTY TO CONSTUCT AN ECONOMIC DEVELOPMENT BUILDING AND ADJOINING BUILDING PAD TO ATTRACT A MANUFACTURER TO SUMTER COUNTY

WHEREAS, Sumter County Council voted on February 27, 2018 to approve a loan from the South Carolina Public Service Authority in the amount of One Million (\$1,000,000.00) Dollars to be used to construct a building on 20 acres of land at the corner of N. Wise Drive and Jefferson Road suitable for a manufacturer to be used to encourage an industry to locate at that site; and

WHEREAS, the form of the Intergovernmental Loan Agreement and Mortgage related thereto are now available and attached hereto as Exhibits A and B; and

WHEREAS, Sumter County Council intends to ratify its prior vote and incorporate by reference the terms of the attached Intergovernmental Loan Agreement and Mortgage,

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:

- 1. Sumter County Council hereby incorporates by reference the terms of the Intergovernmental Loan Agreement and Mortgage, attached hereto as Exhibits A and B and further approves the language of those two documents.
- 2. Sumter County hereby agrees to enter into the Intergovernemntal Loan Agreement with the South Carolina Public Service Authority and agrees to secure that Agreement with a Mortgage on the 20 acres of land described therein.
- 3. The Sumter County Administrator is hereby authorized to sign the Intergovernmental Agreement and Mortgage and any other ancillary documents associated with acquiring the One Million (\$1,000,000.00) Dollar loan from the South Carolina Public Service Authority.
- 4. The proceeds of the loan will be used to construct a building on the corner of N. Wise Drive and Jefferson Road that will be suitable for manufacturing and will be attractive to prospective industries.
- 5. This Ordinance shall take effect upon third reading.

SOUTH CAROLINA (SEAL)

BY:___

James T. McCain Its: Chairman

ATTEST:

Mary W. Blanding Its: Clerk of County Council

First Reading: July 25, 2013.

Second Reading: August ____, 2018.

Public Hearing: August ____, 2018

Third Reading and Adoption: August _____, 2018.

This **INTERGOVERNMENTAL LOAN AGREEMENT** ("Agreement") is entered into by and between SOUTH CAROLINA PUBLIC SERVICE AUTHORITY ("Authority") and SUMTER COUNTY, SOUTH CAROLINA ("County") effective as of ______, 2018. For the mutual promises, commitments, and terms herein and for other good and valuable consideration, the parties agree as follows:

1. Findings.

- a. In furtherance of the growth and development of industry in Sumter County, the County is desirous of constructing a 50,000 square foot industrial speculative building and installing an adjoining (attached) 50,000 square foot graded pad for future expansion (the "Project") on 20 acres in the Black River Airport Industrial Park (the "Site").
- b. The Authority supplies electric power to Black River Electric Cooperative, a memberowned not-for-profit electric distribution utility located in Sumter, South Carolina. Black River Electric Cooperative provides electric service to residential, commercial and industrial consumers in Sumter County, and will provide electric power to the Site.
- c. The County finds that the construction of the Project at and upon the Site serves a significant and legitimate public purpose. Upon completion and occupancy of the building, the public, through revenues generated for the County by operations and services, as well as other taxing entities, will be the primary beneficiaries of said revenues. In addition, upon occupancy of the building by a viable industry, the economic benefit of employment opportunities will be created and sustained. Further, while the Project is in some sense speculative, there is a significant viable and high probability that it will ultimately serve the public interest to a significant and meaningful degree.
- d. The parties to this Agreement find that this Project will provide increased economic development opportunities thus increasing capital investment and creating employment opportunities in the County.
- <u>Conclusions.</u> Based upon the above-listed findings, the parties to this Agreement reach the following conclusions:
 - a. The Project serves a legitimate and viable public purpose.
 - b. The Project has been approved and authorized by each party's respective governing body.
 - c. The terms and conditions of this Agreement are in the best interest of the parties and are fair and equitable to the parties.

3. Defined Consideration.

- a. In accordance with the terms of this Agreement, the Authority shall make a loan to the County of One Million and No/100 Dollars (\$1,000,000.00); and
- b. In accordance with the terms of this Agreement and the Note (defined below), the County shall repay the Authority the total amount of the loan together with interest as herein defined for the use of these funds.

4. Representations.

- a. <u>County Representations.</u> As the basis for the undertakings in this Agreement, the County makes the following representations:
 - i. The County is a body politic created pursuant to the statutory laws of the State of South Carolina.
 - ii. The County is vested with the power and authority to enter agreements with other parties, including other political subdivisions of the State of South Carolina, to the extent that the responsibilities of public purposes intended by this agreement are met
 - iii. The County is entering this Agreement to carry out the purposes of economic development through the construction of a building, which in turn will aid and assist in the investment of capital and the creation of employment opportunities for the citizens of the County.
 - iv. The County has the legal right and authority to enter into this Agreement and to take any and all actions deemed necessary or appropriate to carry out, consummate or give legal effect to the loan transaction.
 - v. The County, by its Resolution dated July 25, , 2018, has authorized the execution, delivery and performance of the terms of this Agreement and further agrees to take any other action as may be deemed necessary to carry out, consummate or give legal effect to the loan transaction.
 - vi. The adoption of such Resolution, as well as the execution and delivery of this Agreement and compliance therewith, will not conflict with or result in any breach, nor constitute a default under any indenture, agreement or instrument to which the County is a party or by which it is bound, including any provisions of any existing rule, regulation, judgment, order or decree to which the County and/or its officers in their respective individual capacities, is subject or any as to any provisions of the

laws of the State of South Carolina.

- vii. The County has invested approximately \$1,100,000 in property acquisition, roadway, and utility infrastructure at and for the Site. The County's investment is substantial and includes usable and viable utility infrastructure.
- viii. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before of by any court, public board, or public body which is pending, or to the best knowledge of the County, is threatened against the County, which in any way questions the validity of the laws of the State of South Carolina upon which this Agreement is made, the powers of the County referred to above, or the validity of any proceeding taken by the County in connection with the authorization, execution or delivery of this Agreement, or wherein an unfavorable decision, ruling or finding would in any way adversely affect the transactions contemplated by, or which in any way would affect the validity or enforceability of this Agreement.
 - ix. As of the Effective Date hereof, the County by its authorized officials, will execute and deliver to the Authority a Promissory Note ("Note") to evidence its obligation to repay the loan made by it to the Authority. The Note shall secure a collateralized mortgage on the site property.

b. Authority Representations.

- i. The Authority is a body politic and corporate of the State of South Carolina.
- ii. The State has authorized the Authority to have certain powers, including the power to enter into agreements to carry out the Authority's various missions including economic development.
- iii. The Authority is entering this Agreement in order to further its mission of supplying electrical power for wholesale and/or retail customers, which in turn will assist in meeting recognized public purposes such as improvements to living conditions and the creation of employment opportunities for the citizens of the County and the State of South Carolina.
- iv. The Authority has the legal right, power and authority to enter into this Agreement and to take any and all actions as may be required to carry out, give effect to, and consummate the loan transaction.
- v. The Authority's Board of Directors, by passage of a resolution dated _____, 2018

("Authorizing Resolution"), has authorized the Authority's: (a) execution, delivery and performance of this Agreement and (b) the taking of any and all actions as may be required to carry out, give effect to and consummate the loan transaction.

- vi. The adoption of the Authorizing Resolution, execution and delivery by the Authority of this Agreement and compliance with the provisions of this Agreement will not conflict with, result in any breach of any provisions of or constitute a default under any indenture, commitment, agreement, or instrument to which the Authority is a party or by which it is bound, or under any provisions of any existing rule, regulation, judgment, order or decree to which the Authority, or its officers in their respective official capacities, is subject or any provision of the laws of the State of South Carolina.
- vii. The Authority has completed all formalities prerequisite to passing the Authorizing Resolution and to the execution and delivery of this Agreement, and same is in full force and effect at the signing of this Agreement.
- viii. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before of by any court, public board, or public body which is pending, or to the best knowledge of the undersigned Authority officers, is threatened against the Authority, which in any way questions the validity of the laws of the State of South Carolina upon which this Agreement is made, the powers of the Authority referred to above, or the validity of any proceeding taken by the Authority in connection with the authorization, execution or delivery of this Agreement, or wherein an unfavorable decision, ruling or finding would in any way adversely affect the transactions contemplated by, or which in any way would affect the validity or enforceability of this Agreement.
- ix. The Authority has full capability, power and authority to fully fund the Loan.
- 5. <u>Loan</u>. The Authority has made the Loan in the Loan Amount such that the Loan has been fully funded as of the Effective Date. The County shall be the borrower on the Loan.
 - a. <u>Interest</u>. Loan interest shall be simple interest charged only on the Outstanding Principal Balance and shall be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, commencing as of the Effective Date.
 - i. Initial Interest Rate. The Initial Interest Rate shall be zero (0%) percent, per year for

the initial three (3) years of the Loan and shall be payable as shown on <u>Exhibit A</u> attached hereto and made a part hereof.

- ii. <u>Subsequent Interest Rate</u>. On the third anniversary of the Effective Date, the interest rate on any outstanding principal balance shall begin to accrue at one-half (1/2) of the then-current 10-year Insured Municipal Market Data Index ("MMDI"). On the fourth anniversary of the Effective Date, the interest rate will be reset one-half (1/2) of the then-current MMDI. On the fifth anniversary of the Effective Date and on each anniversary of the Effective Date thereafter for the remainder term of the Loan, the interest rate on any outstanding principal balance shall be reset to the rate of interest in effect for a ten-year U.S. Treasury Note. Based on the respective interest rate indexes as set forth in this provision, these subsequent interest rates reset every year on the anniversary of the Effective Date.
- iii. <u>Payment of Interest</u>. The first interest rate payment, shall be due from the County to the Authority on the fourth anniversary of the Effective Date. The County shall make payments to the Authority on each anniversary of the Effective Date for the remainder of the Loan's term in accordance with <u>Exhibit A</u>.
- b. <u>Repayment of Principal</u>. Principal of the Loan shall be due and payable as shown on Exhibit A attached hereto and made a part hereof or upon such other dates and in such amounts as agreed to by the Parties to this Agreement, or in the event this Agreement is modified, as may be set forth in such modification. There shall be no penalty for repaying the Outstanding Principal Balance, together with any accrued interest, prior to the last day of the Loan Term.
- 6. Pledge to Secure Loan. The Note shall be secured by a collateralized mortgage on the Site. The Note and the interest payable thereon, shall not be a debt of the County, nor a charge, lien or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts or revenues of the County. No recourse shall be had for the repayment of the Note, or the interest thereon, or any part thereof, against the general fund of the County, nor shall the credit or taxing authority of the County be deemed to be pledged for the repayment of the principal of and accrued interest on the Note. The full faith, credit and taxing powers of the State of South Carolina as delegated to the County are not pledged to the repayment of the principal or of the interest that may accrue on the Note, and the Note shall never constitute an indebtedness of the County within the meaning of the Constitution of the State of South Carolina, or to any statutory limitation.

7. Defaults and Remedies.

- a. <u>Events of Default</u>. The following shall constitute events of default:
 - i. Failure of the County to repay the Loan principal or interest in accordance with the provisions of this Agreement.
 - ii. Failure of either Party to complete its respective obligations under this Agreement.
 - iii. Any representation or warranty made by a Party in this Agreement which shall prove to have been untrue or incorrect as to any material aspect when made or any breach by a Party to any covenant contained herein.
- b. <u>Cure</u>. No action may be initiated by either of the Parties against the other without the complaining Party first having complied with the Cure of Default or Breach provision in accordance with the terms of this Agreement.
- c. <u>Remedies</u>. In the event of an uncured event of default by the County, the Authority without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the County, is entitled to apply for a remedy at law or in equity in accordance may declare the Outstanding Principal Balance and all accrued interest thereon due and payable with the terms of this Agreement. In the event of an uncured event of default by the Authority, the County shall be entitled to apply for a remedy at law or in equity in accordance with the terms of this Agreement.

8. **Definitions.**

- a. <u>Agreement</u> means this Intergovernmental Loan Agreement by and between the Authority and County.
- b. <u>County</u> means Sumter County, South Carolina a political subdivision of the State of South Carolina.
- c. <u>Effective Date</u> means the date of signing of the Agreement by both Parties.
- d. Loan means the loan between the Parties documented in this Agreement.
- e. <u>Loan Amount</u> means \$1,000,000.00.
- f. Loan Term means a ten (10) year period that shall begin with the Effective Date.
- g. <u>Outstanding Principal Balance</u> means the Loan Amount less the total monetary amount of all principal payments the County has previously repaid to the Authority.
- h. Party or Parties means the Authority and the County.
- i. <u>State</u> means the State of South Carolina.

9. Miscellaneous Terms.

- a. <u>Applicable Law</u>. This Agreement is subject to and governed by South Carolina Law.
- b. <u>Assignment and Transfer</u>. Neither Party shall assign any right or interest it has in this Agreement to a third party.
- c. <u>Construction</u>. The following rules of construction apply to this Agreement:
 - Any reference in this Agreement to the Authority or the County or to any member or officer thereof includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law.
 - ii. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of the substantive provisions of this Agreement.
 - iii. Unless the context of this Agreement indicates otherwise, words importing the singular, include the plural, and vice versa.
- d. <u>Cure of Default or Breach</u>. If either Party believes that the other Party is in default or breach of this Agreement, the complaining Party shall send the other Party notice, in writing, of the alleged breach and necessary corrective action. The County shall have ten (10) business days to cure any default involving payment obligations. For all other events of default, the Party in receipt of the notice shall have thirty (30) days to cure or correct the event of default.
- e. <u>Duplicate Originals</u>. This Agreement shall be executed in a manner that will provide each Party with a duplicate original of the Agreement for their respective business records.
- f. <u>Integration</u>. This Agreement sets for the entire agreement of the Parties regarding the Loan. While the Parties acknowledge that this Agreement is the culmination of negotiations, the Parties also acknowledge that all of the negotiations, whether oral or written, that preceded the execution of this Agreement, were mere precursors to the Agreement and are not enforceable unless same have been expressly included in this Agreement.
- g. <u>Modification</u>. To be enforceable, any purported modification of this Agreement must be in writing and signed by both Parties.
- h. <u>Notice</u>. All notices given in connection with this Agreement shall be deemed fully given, made, and/or sent when placed in writing and delivered in person to the following agent

of the relevant party:

- If to the County: Gary M. Mixon Sumter County Administrator 13 E. Canal Street Sumter, SC 29150
- If to Santee Cooper: South Carolina Public Service Authority Attn: Manager, Economic Development P.O. Box 2946101 Moncks Corner, SC 29461-6101
- i. <u>Litigation</u>. In the event that either Party pursues litigation to seek remedies under this Agreement, the Parties waive any right they may have to a jury trial.
- j. <u>Waiver</u>. If a Party waives the other Party's compliance with regard to any duty under this Agreement, that waiver stands alone for the specific instance of non-compliance, and does not adversely affect the Party's right to performance of the duty as to any other occasion of non-compliance.
- k. <u>Acknowledgment</u>. The Parties acknowledge that the interest payable under the terms of this Loan, are not exempt for Federal Income tax purposes.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name by its duly authorized agent, such that the parties, by the signatures of their respective authorized agents, below, agree to the foregoing terms of this Agreement.

WITNESSES:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

(LS)

By: James E. Brogdon Its: Interim President and CEO Address: 1 Riverwood Drive Moncks Corner, SC 29461

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY

PROBATE

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw James E. Brodgon, its Interim President and CEO of South Carolina Public Service Authority, sign, seal, and as his act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2018.

)

)

)

(Seal) Notary Public for South Carolina My Commission expires: _____

WITNESS:

SUMTER COUNTY

(LS)

By: Gary M. Mixon Its: County Administrator Address: 13 E. Canal Street Sumter, SC 29150

STATE OF SOUTH CAROLINA) PROBATE) COUNTY OF SUMTER)

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw the within named Sumter County, by its duly authorized representative, sign, seal, and as his act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____, 2018.

(Seal) Notary Public for South Carolina My Commission expires:

EXHIBIT A LOAN REPAYMENT SCHEDULE The Economic Development Partnership of Aiken and Edgefield Counties

Principle:	\$ 1,000,000			
Payment Date	Principle	Interest	Total	
<u>, 2019</u>	\$ 0.00	\$ 0.00	\$ 0.00	
, 2020	\$ 0.00	\$ 0.00	\$ 0.00	
, 2021	\$ 0.00	\$ 0.00	\$ 0.00	
, 2022	\$ 1.000,000.00	TBD	TBD	(1)
, 2023	\$ 1,000,000.00	TBD	TBD	(1)
, 2024	\$ 1,000,000.00	TBD	TBD	(2)
, 2025	\$ 1,000,000.00	TBD	TBD	(2)
, 2026	\$ 1,000,000.00	TBD	TBD	(2)
, 2027	\$ 1,000,000.00	TBD	TBD	(2)
, 2028	\$ 1,000,000.00	TBD	TBD	(2)
TOTAL	\$			

(1) On the third anniversary of the Effective Date, the interest rate will be set at 1/2 of the MMDI. On the fourth anniversary of the Effective Date the interest rate will be set at 1/2 of the MMDI.

(2) On the fifth anniversary of the Effective Date, and each anniversary thereafter for the remainder of the Loan's term, the interest rate for any outstanding principal balance shall be reset to the current rate of interest on a ten-year U.S. Treasury Note.



Agenda Sumter County Council Committee Meeting: Fiscal, Tax, And Property Tuesday, July 24, 2018 - Held at <u>5:45 p.m</u>. County Administration Building -- County Council's Conference Room 13 E. Canal Street, Sumter, SC

NOTE: Members of Sumter County Council will tour the new Fire Station located at 315/335 North Lafayette Boulevard from 3:30 p.m. to 4:30 p.m. and will have supper afterwards at same location.

I. Call to Order: Committee Chairman, The Honorable James T. McCain, Jr.

- II. Invocation: Council Member, Staff, or Citizen
- III. Action On Agenda: Tuesday, July 24, 2018

IV. New Business:

- 1. Request And Possible Action Concerning CSX Track Inspection Report.
- 2. Sumter County Financial Update.
- 3. **Executive Session**: It May Be Necessary To Hold An Executive Session To Discuss: An Economic Development Matter, Receive A Legal Briefing, Or Other Appropriate Items For Executive Session -- And To Take Actions Thereafter On Any Of These Matters.
- 4. Additional Agenda Item:

V. Old Business

- 1. None
- VI. 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.

The Annual Commander's Breakfast will feature updates on numerous activities going on at Shaw Air Force Base given by the new Wing Commander,

Col. Derek J. O'Malley. Join us for breakfast while you stay informed.

Presented By:

ERA REAL ESTATE Wilder REALTY, INC **Commander's Breakfast**

August 22 7:30-9:00 a.m.

Sunset Country Club

\$15 for members \$25 for non members



Register



SUMTER CITY-COUNTY PLANNING COMMISSION WEDNESDAY, JULY 25, 2018 @ 3:00 P.M. FOURTH FLOOR CITY COUNCIL CHAMBERS SUMTER OPERA HOUSE 21 N. MAIN STREET

- I. INVOCATION CHAIRMAN'S CHOICE
- II. APPROVAL OF MINUTES JUNE 27, 2018

III. NEW BUSINESS:

1. <u>REZONINGS</u>

RZ-18-08, 702 N. Main St. (City)

Request to rezone a +/- 0.30 acre parcel from Residential-6 (R-6) to Neighborhood Commercial. The property is located at 702 N. Main St. and represented by Tax Map # 229-13-01-036.

2. ORDINANCE AMENDMENTS

OA-18-04, Flood Damage Prevention Ordinance (City)

Amend relevant portions of the *City of Sumter Flood Damage Prevention Ordinance* to adopt the Wateree Watershed Maps and Flood Insurance Study (FIS) revisions that become effective September 28, 2018; and, to update the Ordinance to make corrections and clarifications noted in the 2017 South Carolina Department of Natural Resources Community Assistance Visit (CAV) and the Community Rating System (CRS) Cycle Visit.

OA-18-05, Flood Damage Prevention Ordinance (County)

Amend relevant portions of the *Sumter County Flood Damage Prevention Ordinance* to adopt the Wateree Watershed Maps and Flood Insurance Study (FIS) revisions that become effective September 28, 2018; and, to update the Ordinance to make corrections and clarifications noted in the 2017 South Carolina Department of Natural Resources Community Assistance Visit (CAV) and the Community Rating System (CRS) Cycle Visit.

IV. DIRECTOR'S REPORT

V. ADJOURNMENT

SUMT	ER CITY - COUNTY PLANNING COMMISSION
	Minutes of the Meeting
	June 27, 2018
ATTENDANCE	A regular meeting of the Sumter City – County Planning Commission was held on Wednesday, June 27, 2018 in the City Council Chambers located on the Fourth Floor of the Sumter Opera House. Seven board members: Mr. Dennis Bolen; Ms. Bertha Willis; Ms. Ronetta Moses; Mr. Doc Dunlap; Ms. Sandra McBride; Mr. Harold Johnson and Mr. Todd Champion – were present. Mr. Burke Watson was absent. Staff members present were Mr. George McGregor; Ms. Donna McCullum;
	Ms. Helen Roodman; Mr. Jeff Derwort and Ms. Wanda Scott. The meeting was called to order at 3:00 p.m. by Mr. Dennis Bolen.
MINUTES	Mr. Harold Johnson made a motion to approve the minutes of the May 23, 2018 meeting as written. The motion was seconded by Ms. Ronetta Moses and carried a unanimous vote.
NEW BUSINESS	MSP-18-31, 1575 Airport Rd. – Becton-Dickenson Expansion (County) was presented by Mr. Jeff Derwort. The Board reviewed this request for Major Site Plan approval for parking lot improvements and approximately 120,000 sq. ft. of facility expansion on property located 1575 Airport Rd. Mr. Derwort explained Becton-Dickenson (B-D)) is proposing a major expansion that will support the creation of 125 new jobs at their existing facility located at 1575 Airport Rd. The property is located at the intersection of Airport Rd. and Jefferson Rd. The subject property is +/- 63.2 acres in size. This major site plan application is being presented for approval showing two separate phases. Phase 1 will include a new 332 space employee parking lot, a new 19 space visitor parking lot, stormwater improvements, and Airport Rd. access and turn lane improvements. Phase 2 will include a 90,000 sf manufacturing area expansion, an 8,500 sf tool crib area, a 21,000 sf rubber warehouse, and a new Jefferson Rd. employee access entrance and associated turn lane improvements. Mr. Derwort stated the proposed development plan is compatible with the Sumter Airport Overlay height restrictions. The proposal includes the demolition of 237 existing employee parking spaces and 10 visitor parking spaces in order to make space for the proposed facility expansion. A new 332 space employee parking lot and 19 space visitor parking lot will be constructed. With the other existing employee parking spaces will be 684, of which 13 are handicap spaces. The proposal meets the minimum amount of parking required by the ordinance. The submitted landscape plan is based upon the requirements of <i>Article 8,</i> <i>Section D</i> and makes accommodation for irrigation and mulched landscaping.

Mr. Paul Jones was present to speak on behalf of this request.
After some discussion, Ms. Ronetta Moses made a motion to approve this request subject to staff's recommendations, as well as the set of civil and landscape plans titled "Becton Dickinson & Co – Proposed Employee Parking, 1575 Airport Rd., Sumter, SC 29153" prepared by Jones & VanPatten, LLC, Paul Jones, P.E, dated May 29, 2018. The motion was seconded by Ms. Bertha Willis and carried a unanimous vote.
PD-05-09 (Rev, 1), 350 Myrtle Beach Hwy. – Carolina Truck & Tire Parts (County) was presented by Mr. Jeff Derwort. The Board reviewed this request to amend the ordinance for PD-05-09, specifically for the addition of Used Motor Vehicle Parts (SIC Code 5015) as a permitted use on a 9.95 acre portion of the property located at 350 Myrtle Beach Hwy. Mr. Derwort explained that the applicant is requesting to amend to the text of the Ordinance for Planned Development (PD-05-09) <i>Section III</i> in order to allow for Used Motor Vehicle Parts (SIC Code 5150) as a permitted use. The use would be a continuation of the Carolina Truck & Trailer Parts Business located on property immediately adjacent to the west at 300 Myrtle Beach Hwy. This business was approved for Truck Repair and Used Motor Vehicles Parts uses, which includes the wholesale and retail of used motor vehicle parts per SIC Code descriptions. This PD Ordinance amendment request is specifically for a 9.95 acre portion of the overall +/- 47 acre property tied to this specific PD. A +/- 6 acre portion of the 9.95 acres is currently being used for overflow storage of motor vehicles and parts associated with the business. According to the business owner, this is an overflow area where trucks and parts are stored until they are hauled off-site for recycling and/or repurposing. Mr. Derwort stated this request is a result of zoning enforcement action at the property.
Mr. Harmon Baker, Sr. and Ms. Kathy Cole were present to speak on behalf of this request.
After some discussion, Mr. Doc Dunlap made a motion to recommend approval of this request. The motion was seconded by Mr. Harold Johnson and carried a unanimous vote.
RZ-17-05, 702 N. Main St. (City) was presented by Mr. Jeff Derwort. The Board reviewed this request to rezone a +/- 0.30 acre property from R-6 to GC. The property is located at 702 N. Main St. Mr. Derwort explained that this is a request to rezone a +/- 0.30 acre parcel from Residential-6 (R-6) to General Commercial (GC). The subject property is situated at the corner of N. Main St. and Pine St. The property is also in close proximity to the intersection of N. Main St. and Poinsett Dr. The property has an irregular triangle shape, with the majority of road frontage being on Pine St. The property currently lies within the R-6 zoning district. Land immediately adjacent to the north and west is also zoned R-6. Land immediately adjacent to the south is zoned General Commercial (GC). Mr. Derwort stated that due to the size and shape of the property, commercial development on this stand-alone site is not viable without multiple variance

approvals to City development standards.

After some discussion, Mr. Todd Champion made a motion to recommend denial of this request. The motion was seconded by Mr. Harold Johnson and carried a unanimous vote.

RZ-18-06, 3425 Thomas Sumter Hwy. (County) was presented by Ms. Helen Roodman. The Board reviewed this request to rezone a +/- 1.9 acre portion of a 4.85 acre tract located at 3425 Thomas Sumter Hwy. from R-9 to GC. Ms. Roodman explained that this request is to rezone a 1.9 acre portion of the split zoned 4.85 acre tract of land from General Commercial (GC) to Residential-9 (R-9) so that the entire parcel will be zoned R-9. The property is located on the east side of Thomas Sumter Hwy. adjacent to the median crossover for Kel-Sam Farms Subdivision. In June of 2017, Anointed Word Christian Worship Center received Conditional Use approval (CU-17-20) in order to build a church and associated cemetery on the property. After more thorough evaluation of the site, it was determined that construction of the church on this property was not possible however, the congregation wishes to use the parcel for an off-site cemetery. In the GC district, cemeteries are only permitted as an on-site accessory use with churches and not allowed as a stand-alone use, however in the R-9 district stand-alone cemeteries are permitted conditional uses. Although 2/3rd of the property is already zoned R-9, the rear portion of the property is very wet and is within a special flood hazard area. Based on these environmental factors, the rear portion of the property is not ideal for the establishment of a cemetery. As such, the applicant requests this rezoning in order to establish a cemetery on the front 1.9 acre portion of the tract located outside of the floodplain. More than half of the tract is in the Special Flood Hazard area, and in 2015 this parcel did experience flooding to the 100 year boundary.

Pastor Marie Sanders was present to speak on behalf of this request.

After some discussion, Mr. Todd Champion made a motion to forward this request to County Council for consideration. In the alternative, the Commission recommended that Council consider a zoning ordinance text amendment to allow cemeteries in the General Commercial (GC) zoning district. The motion was seconded by Ms. Sandra McBride and carried a vote of 5 in favor (Champion, McBride, Dunlap, Moses, Willis) and 1 in opposition (Johnson).

SD-06-05, Rev. 1), 3080 McCrays Mill Rd. – Ashbrook Subdivision (City) Mr. Doc Dunlap recused himself from discussion on this request. The request was presented by Ms. Helen Roodman. The Board reviewed this request for preliminary plat approval to add 341 single-family residential lots to the Ashbrook Subdivision for a total build-out of 441 lots. Ms. Roodman explained that the applicant proposes to add an additional 341 lots to the Ashbrook Subdivision on a +/-177 acre tract. In 2011 the larger of the two tracts (TMS# 182-00-02-008) was rezoned to Residential-9 (R-9) for future expansion of the Ashbrook Development. In 2017 TMS# 182-00-02-030 was also rezoned and annexed into the City of Sumter in preparation for

	Ashbrook's future expansion. Mr. Louis Tisdale was present to speak on behalf of this request. After some discussion, Ms. Sandra McBride made a motion to approve this request. The motion was seconded by Mr. Harold Johnson and carried a unanimous vote.
DIRECTOR'S REPORT	NONE
ADJOURNMENT	With no further business, the meeting was adjourned at approximately 4:40 p.m. by acclamation. The next scheduled meeting is July 25, 2018.
	Respectfully submitted,
	Wanda 'F. Scott' Wanda F. Scott, Planning Secretary

Sumter City-County Planning Commission

Meeting Date: 6-27-18_

NAME (Please Print)	Which request are you here for?
Marie Sanders Knadja Davis	RZ 18-06
	RZ 18-06
Normon Baker Sr	PD 05-09
TISATIS	
Filmer	
Carl Croft	50-16-05-

Sumter City-County Building/Inspection Department

Building Department Activity Report

June 2018

BUILDING ACTIVITY CITY OF SUMTER JUNE 2018

	NUMBER OF	BER OF PERMITS/UNITS	JNITS	DOLL	AR VAL	0 30	DOLLAR VALUE OF CONSTRUCTION	UCTI	ON
	This Month	YTD	Prior YTD	This	This month	1000	ΥТD		Prior YTD
RESIDENTIAL:	and the second second								
Single Family Detached	13	113	74	\$ 1	1,675,476	\$	13,013,736	s	12,281,136
Single Family Attached	-	•		ŝ	•	\$	-	s	•
Single Family Duplexes	•		•	€	-	\$	1	ε	
Single Family Multi-plex				69		\$		\$	
Apartment Bldgs/Units	•	16	-	\$		\$	22,615,448	\$	•
Manufactured Units	2	13	15	\$	•	\$	A Designation	ŝ	•
Residential Subtotal	15	142	88	4	1,675,476	\$	35,629,184	\$	12,281,136
COMMERCIAL:	1	18	17	\$	24,500	\$ 17	17,050,297.00	~	36,042,488
							80.00		
INDUSTRIAL:		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$	•	s		\$	
ALTERATIONS/ADDITIONS:		100	The second se						
Residential	46	310	385	\$	381,288	\$	3,308,912	ŝ	3,601,020
Commercial/Industrial	17	99	118	3 \$	3,628,073	\$	5,997,887	\$	15,479,781
Alterations/Additions Subtotals	63	376	503		4,009,361	\$	9,306,799	\$	19,080,801
				2010					
MISCELLANEOUS:									
Institutional	-	1	and the second se	⇔		⇔	-	ŝ	-
Signs	9	02	69	S	50,810	ŝ	235,817	Ş	166,933
Demolition	11	48	46	ω	176,889	ŝ	516,479	s	475,584
Swimming Pools	4	15	8	ŝ	112,137	ŝ	479,194	\$	288,180
Miscelianeous Subtotal	21	133	123		339,836	5	1,231,490	\$	930,697
			101 101						
TOTAL	100	699	732	9 \$	6,049,173	\$	63,217,770	\$	68,335,122
		A CONTRACTOR OF A CONTRACTOR O							

PERMITS AND FEES CITY OF SUMTER 2018

TOTAL		613	241	381	195	13	48	1,491		344,746	10,252	8,148	1,210	936	2,200	367,492
										\$	Ś	\$	\$	€9	θ	69
Dec-18								•								
			\vdash		┝	┝										\$
Nov-18								3								•
Oct-18																
Sep-18				_												-
Sep																69
Aug-18																-
	_		\vdash	-						_						69
Jul-18								•								1
-18		06	35	52	24	2	11	214		275	2,946	1,515	200	144	500	580 \$
Jun-18										\$ 25,275	\$ 2	\$ 1,	\$	\$	69	\$ 30,
May-18		144	56	81	50	2	2	335		\$ 168,478	1,175	1,025	02	144	100	\$ 170,992 \$ 30,580
May										\$ 16	Ş	Ş	\$	\$	\$	\$ 17
-18		109	44	67	35	2	8	265		Е	1,494	1,205	75	144	300	6
Apr-1										\$ 39'5(\$	\$ 1	s	\$	÷	\$ 42,4
Mar-18	10.00	97	34	54	31	1	4	221		54,216	1,015	1,290	555	72	200	57,348
M										\$	\$	\$	\$	\$	\$	\$
Feb-18		87	45	60	31	3	9	232	Sec. 1	\$ 28,111	2,972	1,378	250	216	300	\$ 33,227
		9	7	7	4	3	2	4			\$ 0	5 \$	\$ 0	8 9	\$ 0	
Jan-18		86	27	67	24		17	224		\$ 29,465	\$ 650	\$ 1,735	\$ 60	\$ 216	\$ 800	\$ 32,926
						0			ES:							
	PERMITS:	Building	Mechanical	Electrical	Plumbing	Mobile Home	Demolition	TOTAL	PERMIT FEES:	Building	Mechanical	Electrical	Plumbing	Mobile Home	Demolition	TOTAL

PERMITS AND FEES CITY OF SUMTER JUNE 2018

(+0R-)	2	(99)	11	80	45	(2)	2	136		35,327	5,384	(920)	(2,046)	(144)	50	37,651
Total 2017 YTD		629	164	301	150	15	46	1,355		309,419 \$	4,868 \$	9,068 \$	3,256 \$	1,080 \$	2,150 \$	329.841 \$
Total 2018 YTD To		613	241	381	195	13	48	1,491	1	344,746 \$	10,252 \$	8,148 \$	1,210 \$	936 \$	2,200 \$	367 492 \$
(+OR-) T		(19)	13	2	8	(1)	(2)	(2)	1	(49,743) \$	2,458 \$	104 \$	(1,935) \$	(72) \$	(300) \$	140 4881 5
Jun-17	N. W.	109	22	50	16	3	16	216		75,018 \$	488 \$	1,411 \$	2,135 \$	216 \$	800 \$	
Jun-18		06	35	52	24	2	11	214	•	\$ 25,275 \$	\$ 2,946 \$	\$ 1,515 \$	\$ 200 \$	\$ 144 \$	\$ 500 \$	¢ 30.580 €
	PERMITS:	Building	Mechanical	Electrical	Plumbing	Mobile Home	Demolition	TOTAL	PERMIT FEES:	Building	Sal	Electrical	Plumbing	me	Demolition	TOTAI

BUILDING ACTIVITY SUMTER COUNTY JUNE 2018

	NUMBER OF	PERMITS/UNITS	/UNITS	DOL	LAR VALU	EOF	DOLLAR VALUE OF CONSTRUCTION	CTION	-
	This Month	YTD	Prior YTD	Ē	This month		YTD	Ē	Prior YTD
RESIDENTIAL:					1 201 201				
Single Family Detached	6	48	44	с	1,499,394	\$	6,316,731	ь	5,642,208
Single Family Attached		ŀ	•	\$	-	ŝ		ŝ	•
Single Family Duplexes	-	-	•	\$	•	\$		ŝ	1
Single Family Multi-plex	•	ı	•	ŝ	1	÷	•	с я	1
Apartment Bldgs/Units	•	•		φ	•	69		\$	•
Manufactured Units	14	104	110	¢	1	ŝ		ക	I
Residential Subtotal	23	152	154	\$	1,499,394	\$	6,316,731	\$	5,642,208
COMMERCIAL:	7	11	14	\$	55,170	\$7	4,032,370	\$	1,304,874
		10. 10.							
INDUSTRIAL:	•	1	•	\$		\$	72,400	\$	
ALTERATIONS/ADDITIONS:			Constant and the second	SAL 15	THE REPORT OF	- 14 14	12 - 14 - 18 - 18 - 19 - 19 - 19 - 19 - 19 - 19	1999	
Residential	0/	385	479	\$	843,175	\$	4,412,626	\$	4,713,530
Commercial/Industrial	ę	30	4	ь	262,555	ŝ	16,869,368	69	6,297,243
Alterations/Additions Subtotals	73	415	523	\$	1,105,730	\$	21,281,994	\$	11,010,773
MISCELLANEOUS:		112							
Institutional	•	•		\$	•	\$	-	\$	•
Signs	9	21	37	ŝ	32,802	ŝ	132,666	s	144,259
Demolition	6	61	43	Ь	19,425	ŝ	179,400	Ś	145,475
Swimming Pools	5	15	11	÷	150,900	\$	465,891	Ş	287,890
Miscellaneous Subtotal	20	- 97	91	\$	203,127	\$	777,957	\$	577,624
TOTAL	118	676	782	s	2,863,421	s	32,481,452	-	18,535,479

PERMITS AND FEES SUMTER COUNTY 2018

PERMITS: Image: block Imal		Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	TOTAL
i i	ERMITS:													
(a) 28 25 14 15 24 26 1	uilding	99	90	26	87	22	96							513
II 54 50 80 52 50 62 10	lechanical	28	25	14	15	24	26							132
g 19 16 15 17 19 15 17 19 15 17 19 15 17 14 14 17 14 14 17 14 14 17 14 14 14 14 14 14 14 14 14 </td <td>lectrical</td> <td>54</td> <td>50</td> <td>80</td> <td>52</td> <td>50</td> <td>62</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>348</td>	lectrical	54	50	80	52	50	62							348
(ome 10 26 23 14 17 14 14 17 14 17 14 17 14 17 14 14 17 14 17 14 17 14 17 14 17 14 9 17 14 9 16 17 14 9 16 17 14 9 16 16 17 14 9 16 <td>lumbing</td> <td>19</td> <td>18</td> <td>15</td> <td>17</td> <td>19</td> <td>15</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>103</td>	lumbing	19	18	15	17	19	15							103
on 3 6 20 12 11 9 · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · ·	obile Home	10	26	23	14	17	14							104
180 215 249 197 198 222 - <	emolition	e	9	20	12	11	6							61
FEES: S 19.339 5 23,332 5 86,371 5 34,689 5 19,250 5 1,447 9 9 9 9 9 9 9 9 9 9 9 9 2 1 3 1 3 4,60 5 19,250 5 1,447 9<	OTAL	180	215	249	197	198	222	•		-	•	•	•	1,261
FEES: 5 19,339 5 23,332 5 86,371 5 34,689 5 19,447 9 9 5 2 cal 5 10,98 5 450 5 330 5 286,371 5 34,689 5 19,447 9 9 5 2 cal 5 1,098 5 450 5 300 5 286 5 1,656 5 1,656 5 1,656 5 1,309 5 5 1 5 2 1 5 2 1 5 2 1 5 2 5 5 1 5<														
519.339523.332586.371534,689519.250521,447 \rightarrow <td>ERMIT FEES:</td> <td></td>	ERMIT FEES:													
al \$ 1,098 \$ 450 \$ 285 \$ 910 \$ 785 > > > > > > > > > > > > > \$ </td <td>uilding</td> <td>\$ 19,339</td> <td>\$ 23,332</td> <td>\$ 86,371</td> <td>\$ 34,689</td> <td>\$ 19,250</td> <td>\$ 21,447</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	uilding	\$ 19,339	\$ 23,332	\$ 86,371	\$ 34,689	\$ 19,250	\$ 21,447							
\$ 2,116 \$ 1,633 \$ 2,904 \$ 1,758 \$ 1,650 \$ 2,233 \$ 160 \$ 1,758 \$ 1,758 \$ 1,550 \$ 2,233 \$ 1,650 \$ 2,233 \$ 1,650 \$ 2,233 \$ 1,650 \$ 2,233 \$ 1,650 \$ 1,656 \$ 1,656 \$ 1,224 \$ 1,008	echanical													
8 150 \$ 160 \$ 170 \$ 290 \$ 130 \$ 160 \$ 170 \$ 290 \$ 130 \$	lectrical				1.7	,	t I							
\$ 720 \$ 1,872 \$ 1,656 \$ 1,008 \$ 1,224 \$ 1,008 \$ 1,224 \$ 1,008 \$ 1,224 \$ 1,008	umbing													
\$ 150 \$ 300 \$ 350 \$ 450 \$ 400 \$ <td< td=""><td>obile Home</td><td></td><td></td><td></td><td>1,0(</td><td></td><td>`</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	obile Home				1,0(`							
\$ 23,573 \$ 27,747 \$ 92,311 \$ 38,260 \$ 23,774 \$ 26,003 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	emolition													
	DTAL	\$ 23,573	\$ 27,747	\$ 92,311	\$ 38,260		\$ 26,003	۰ چ	۰ ج	۰ ج	۰ چ	•	+ ج	

Sumter City-County Planning Department

÷.

PERMITS AND FEES SUMTER COUNTY JUNE 2018

		Jun-18	Jun-17		(+0R-)	Total 2018 YTD		Total 2017 YTD	(+0R-)
PERMITS:		a ka		1		•			
Building		96	06	0	9		513	625	(112)
Mechanical		26	15	2	11		132	94	38
Electrical		62	48	8	14		348	330	18
Plumbing		15	13	~	2		103	82	21
Mobile Home		14	13	3	1		104	110	(9)
Demolition		6		2	2		61	53	8
TOTAL		222	186	6	36	1.	1,261	1,294	(33)
PERMIT FEES:		100 C		a.	· · · ·			5. 500 - 500 - 5	
Building	φ	21,447	\$ 31,177	\$	(0:220)	\$ 204	204,428	131,386	\$ 73,042
Mechanical	φ	785	\$ 671	\$	114	\$	3,858	10,539 1	\$ (6,681)
Electrical	ω	2,233	\$ 833	\$	1,400	\$ 12	12,294	7,642	\$ 4,652
Plumbing	φ	130	\$ 170	\$	(40)	\$	1,000	688	\$ 312
Mobile Home	Ь	1,008	\$ 936	с я С	72	2 \$	7,488	7,920	\$ (432)
Demolition	φ	400	\$ 300	\$	100	\$	2,600	2,000 3	\$ 600
TOTAL	••	26,003	\$ 34,087	\$	(8,084)	-	231,668 \$	160,175	5 71,493

Building Includes Signs and Pools

Sumter City-County Building / Inspection Department

Activity Report

June 2018

JUNE 2018 - INSPECTOR REPORT

	l huilliar	W Avine	Rullard	Kinth	Rooser	TOTAL
NEW CONSTRUCTION INSPECTIONS.			0.000	victori		
		20	r	2	,	745
Building	4 5	58	_	\$	2	C42
Ptumbing	56	29	4	48	1	138
Mechanical	51	25	9	36	ł	119
Gas				÷		0
Mobile Homes	13	2		œ		28
Efectrical	88	52	13	68	-	243
Swimming Pools	4	9		ъ		12
Signs		12	-			13
Demolition	4	2				9
New Construction Sub-Total	310	188	31	270	S	804
YEAR TO DATE TOTALS	1648	1324	105	200	125	4805
PLAN REVIEW:	North Street					
Building					11	11
Plumbing					5	ŝ
Mechanical					10	10
Gas					0	0
Electrical					21	21
Swimming Pools					0	0
Signs					Ø	6
Demolition					2	2
Solar Panels - Residential					5	ŝ
Solar Panels - Commercial					0	0
Plan Review Sub-Total	0	0	0	0	63	ន
YEAR TO DATE TOTALS	0	0	0	0	387	387
MISCELLANEOUS INSPECTIONS:				- in the -		State of the state
						0
Complaints (NOV's)	1	5	4	1	2	13
All other Inspections						0
Miscellaneous Total		5	4	-	2	13
YEAR TO DATE TOTALS		26	0	24	80	8
Total Inspections:	311	193	35	271	70	4881
# of Working Days (w/o CDBG totals)	19.0	19.0	20.0	20.0	18.0	96.0
Average # of Inspections per day:	16.37	10.16	1.75	13.55	3.89	50.84
TOTAL INSPECTIONS: YEAR TO DATE	1649	1350	114	724	520	4881
TOTAL # DAYS WORKING YEAR TO DATE	118.0	113.0	113.0	25.0	108.0	96.0

.

Sumter City-County Planning Department

Planning Department Land Use Activity Report

June 2018

BUILDING ACTIVITY SUMMARY JUNE 2018

7 COUNTY 3 13 10 19	PERMIT TOTALS 13 13 13 16 16 29 9	CITY \$ 1,675,476 \$ 1,675,476 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	COUNTY 5 1,499,394 5 1,499,394 5 1,499,394 5 55,170	• • • • • • • • • • • •	\$ TOTALS 3,174,870 3,174,870 79,670
	0 5 0 1 1 1		1,4	••••••••	3,174,870 - - 3,174,870 79,670
	0 5 0 1 0		1,4	••••••••••••••••••••••••••••••••••••••	3,174,870 - - 3,174,870 79,670
	0 <u>50</u> 0		4,	••••••••••••	3,174,870
			4,1	•••••••	3,174,870
			1,4	မ မ <mark>မာ</mark> မာ	3,174,870 79,670
			1,4	မ <mark>မ မ</mark>	3,174,870 79,670
			1,4	69 69 69	3,174,870 79,670
			7	5 5	3,174,870 79,670
3					79,670
2					79,670
					•
					•
	and	- \$		\$	
	And				
65 71	136	\$ 381,288	\$ 843,175	\$	1,224,463
22 4	26	\$ 3,628,073			3,890,628
75	162	\$ 4,009,361	\$ 1,105,730	\$	5,115,091
					11
•		\$	•	\$	L
5 1	9	\$ 50,810		\$	83,612
16 7	23	\$ 176,889		в	196,314
9	9		\$	\$	263,037
14	35		\$	\$	542,963
125 110	235	\$ 6,049,173	\$ 2,863,421	63	8,912,594
	1 6 6 14 110 110 110 110 110 110 110 110 110	6 23 35 35 235	235 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	6 \$ 50,810 \$ 23 \$ 176,889 \$ 1 6 \$ 112,137 \$ 1 35 \$ 339,836 \$ 2 235 \$ 6,049,173 \$ 2,8	6 5 50,810 5 32,802 5 23 5 176,889 5 19,425 5 6 5 112,137 5 150,900 5 35 5 339,836 5 203,127 5 235 5 6,049,173 5 2,863,421 5

Sumter City-County Planning Department

11

PLANNING DEPARTMENT LAND USE ACTIVITY

CITY OF SUMTER JUNE 2018

APPLICATIONS/REVIEWS	#	Fee	Total Fee	YTD	Prior YTD
Sumter City-County Board of Appeals	0	\$ 250	\$	\$ 1,500	\$ 600
Conditional Use	2	\$ 25	\$ 50	\$ 225	\$ 225
Historic Preservation Design Review (Administrative Staff Review)	1	\$ 100	\$ 100	\$ 200	\$ 125
Historic Preservation Design Review	2	\$ 100	\$ 200	\$ 1,000	\$ 400
Mobile Home Certification	2	\$ 10	\$ 20	\$ 60	\$ 130
Planned Development/Major Site Plan (Initial)	0	\$ 200	•	\$ 800	\$ 500
Planned Development/Major Site Plan (Revision)	0	\$ 150	\$	\$ 450	\$ 150
Minor Site Plan Review	2	\$ 125	\$ 250	\$ 875	
Rezoning	0	\$ 250	•	\$ 1,000	ı ¢
Street Name Change	0	\$ 150	•	•	۱ ج
Subdivision Preliminary Plats, Final Plats, & Variances	S	Misc	\$ 150	\$ 1,250	\$ 1,200
Temporary Use - Signs	6	\$ 30	\$ 180	\$ 810	\$ 990
Temporary Use - Sales Stands/Trailers	11	\$ 30	\$ 330	\$ 450	\$ 600
Banners	0	\$ 25	\$	\$ 125	\$ 225
Text Amendment (Comp. Plan/Zoning Ordinance)	0	\$ 250	•	•	\$ 100
Highway Corridor Design Review	5	\$ 50	\$ 250	\$ 850	\$ 175
Land Disturbance	0	\$ 50	•	\$ 50	•
Zoning Deterination/Opinion/Verification Letter/Review	2	\$ 50	•	\$ 150	' \$
TOTAL	36		\$ 1,530	\$ 9,795	\$ 4,820

PLANNING DEPARTMENT LAND USE ACTIVITY

SUMTER COUNTY JUNE 2018

APPLICATIONS/REVIEWS	#	Fee	Total Fee	ΥТВ	Prior YTD
Administrative/Supplemental Review	0	\$ 25	•	-	۰ \$
Sumter City-County Board of Appeals	0	\$ 100	•	\$ 300	\$ 700
Conditional Use	3	\$ 25	\$ 75	\$ 525	\$ 400
Mobile Home Certification	13	\$ 10	\$ 130	\$ 1,080	\$ 1,020
Planned Development/ Major Site Plan (Initial)	1	\$ 250	\$ 250	\$ 500	۱ ج
Planned Development/ Major Site Plan (Revision/Update)	1	\$ 150	\$ 150	\$ 300	ı ج
Rezoning	1	\$ 100	\$ 100	\$ 200	\$ 500
Street Name Change	0	\$ 100	، ج	•	۱ چ
Subdivision Preliminary Plats, Final Plats, & Variances	18	Misc	\$ 900	\$ 4,100	\$ 3,800
Temporary Use - Signs	-	\$ 30	\$ 30	\$ 240	\$ 180
Temporary Use - Sales Stands/Trailers	11	\$ 30	\$ 330	\$ 390	\$ 330
Banners	0	\$ 25	•	۔ ج	۱ ج
Text Amendment (Comp. Ptan/Zoning Ordinance)	0	\$ 100	•	ۍ چ	\$ 100
Highway Corridor Design Review	3	\$ 25	\$ 75	\$ 125	\$ 75
Land Disturbance	0	\$ 50	•	۔ ج	•
Misc. (Inspection Fees, etc.)	0	Misc	•	۰ ج	\$
TOTAL	52		\$ 2,040	\$ 7,760	\$ 7,105

PLANNING DEPARTMENT LAND USE ACTIVITY IN-HOUSE REVIEWS

JUNE 2018

APPLICATIONS/REVIEWS	CITY	COUNTY	TOTAL	ΥTD
Administrative/Supplemental Review			0	0
Sumter City-County Board of Appeals			0	0
Conditional Use			0	0
Historic Preservation Design Review (under \$2, 000)			0	0
Historic Preservation Design Review (over \$2, 000)			0	S
Mobile Home Certification			0	0
Planned Development / Major Site Plan (Initial)			0	0
Planned Development / Major Site Plan (Revision /Update)			0	0
Rezoning			0	0
Street Name Change			0	0
Subdivision Preliminary Plats, Final Plats, & Variances			0	б
Temporary Use - Signs			0	0
Temporary Use - Sales Stands/Trailers			0	0
Banners			0	0
Text Amendment (Comp. Plan/Zoning Ordinance)			0	5
Highway Corridor Design Review		1	1	2
Land Disturbance			0	0
Minor Site Plan Review		2	2	15
TOTAL	0	S	3	26