



Agenda
Sumter County Council
Regular Meeting
Tuesday, September 11, 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: September 11, 2018

5. APPROVAL OF MINUTES: Regular Meeting Held On

- 1) Regular Meeting Tuesday, August 28, 2018

6. LAND USE MATTERS AND REZONING REQUESTS:

- 1) **RZ-18-09 -- 2800 Dock Road & 0 Thomas Sumter Hwy. (County) --First Reading** -- Request To Rezone Two Parcels, Totaling 2.45 Acres, From General Commercial (GC) And Agricultural Conservation (AC) To Agricultural Conservation (AC). The Parcels Are Located At 2800 Dock Road And 0 Thomas Sumter Highway, On The West Side Of Thomas Sumter Highway. The Properties Are Represented By Tax Map #S188-00-01-015 And 188-00-01-107.
- 2) **OA-18-06 -- Schools in Commercial Zoning Districts (County) – 18-901 -- First Reading** -- Request To Amend Article 3, Sections 3.F.3, 3.G.3, 3.H.3, And 3.I.3, And Exhibit 5 To Add Elementary And Secondary Schools With SIC Code 821 To The Professional Office (PO), Neighborhood Commercial (NC), Limited Commercial (LC), And General Commercial (GC) Zoning Districts As A Conditional Use.
- 3) **OA-18-07 -- Used Auto Parts Sales (County) -- 18-902 -- First Reading** -- Request To Amend Article 3 Section K: Light Industrial-Warehouse District, Article 3 Section M: Multi-Use Industrial (MUI) District, And Exhibit 5: Permitted And Conditional Uses In The Commercial Industrial, Agricultural, And Conservation Districts Of The Sumter County Zoning & Development Standards Ordinance In Order To Remove The SIC Code 5015 – Used Motor Vehicle Parts Classification As Being A Permitted, Conditional, Or Special Exception Use In All County Zoning Districts Except The Heavy Industrial (HI) District.
- 4) **OA-18-05 -- Flood Damage Prevention Ordinance (County)– 18-897 – Third Reading** -- 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.

7. OTHER PUBLIC HEARINGS:

- 1) **18-892** –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. *(Council Will Take Action On Third Reading Immediately After The Public Hearing Or During Old Business.)*

8. NEW BUSINESS:

- 1) Recognition Of Corporal Jeremy Shirley By Sheriff Anthony Dennis And Sumter County Council.
- 2) A Proclamation Proclaiming September 17-21, 2018, As Constitution Week In Sumter, South Carolina.
- 3) **R-17-03** – A Request For Council To Consider Adopting A Resolution For A Community Development Block Grant Funding For The Shannontown Neighborhood Of Sumter County.
- 4) **18-899 -- First Reading** -- An Ordinance Authorizing --The Transfer Of Property On Jefferson Road To Becton, Dickinson And Company.
- 5) **18-900 – First Reading** -- An Ordinance Authorizing The Appointment Of Code Enforcement Officers By Resolution.
- 6) 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) **18-892 – Third 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.
- 2) **18-898 – Third Reading** -- An Ordinance Authorizing The Transfer Of Ohana Circle To The Adjoining Property Owners.
- 3) **18-893 – Third Reading** --An Ordinance Authorizing The Transfer Of Forest Drive Cul-De-Sac To The Adjoining Property Owners.
- 4) **18-894 -- Third Reading** -- An Ordinance Authorizing The Transfer Of Part Of Winston Road To The Adjoining Property Owner.
- 5) **18-895 – Third Reading** -- An Ordinance Authorizing The Transfer Of Part Of Earle Street To The Adjoining Property Owners.
- 6) **18-896 – Third Reading** -- An Ordinance Authorizing The Transfer Of Alpenglou Court To The Adjoining Property Owner.

10. COMMITTEE REPORTS:

- 1) **Fiscal, Tax, and Property Committee Meeting Held On Tuesday, September 11, 2018, at 5:30 p.m.** In County Council's Conference Room.

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

11. MONTHLY REPORTS:

- 1) National Anthems Day - September 13, 2018
- 2) Sheriff's Department Monthly Report
- 3) My Community and Me
- 4) Day of Remembrance 2018
- 5) Centennial Gala
- 6) Fall For The Arts

- 7) Public Safety Complex Grand Opening and Ribbon Cutting - Penny Project
- 8) Lights On - HYPE Program 2018

12. COUNTY ADMINISTRATOR'S REPORT:

13. PUBLIC COMMENT:

14. ADJOURNMENT:

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

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



Sumter City-County

Planning Department

DERON L. MCCORMICK
GARY M. MIXON
CITY MANAGER
ADMINISTRATOR

GEORGE K. MCGREGOR
PLANNING DIRECTOR

COUNTY

MEMORANDUM

TO: Mary Blanding, Clerk to County Council

FROM: George K. McGregor, AICP, Planning Director

DATE: September 4, 2018

SUBJECT: COUNTY COUNCIL AGENDA – SEPTEMBER 11, 2018

The Sumter City-County Planning Commission will have the following land use item(s) for review at County Council on Tuesday, September 11, 2018:

FIRST READING

RZ-18-09, 2800 Dock Rd. & 0 Thomas Sumter Hwy. (County)

Request to rezone two parcels, totaling 2.45 acres, from General Commercial (GC) and Agricultural Conservation (AC) to Agricultural Conservation (AC). The parcels are located at 2800 Dock Road and 0 Thomas Sumter Highway, on the west side of Thomas Sumter Highway. The properties are represented by Tax Map #s188-00-01-015 and 188-00-01-107.

OA-18-06, Schools in Commercial Zoning Districts (County)

Request to Amend Article 3, Sections 3.f.3, 3.g.3, 3.h.3, and 3.i.3, and Exhibit 5 to add Elementary and Secondary Schools with SIC Code 821 to the Professional Office (PO), Neighborhood Commercial (NC), Limited Commercial (LC), and General Commercial (GC) zoning districts as a conditional use.

OA-18-07, Used Auto Parts Sales (County)

Request to amend Article 3 Section K: Light Industrial-Warehouse District, Article 3 Section M: Multi-Use Industrial (MUI) District, and Exhibit 5: Permitted and Conditional Uses in the Commercial Industrial, Agricultural, and Conservation Districts of the *Sumter County Zoning & Development Standards Ordinance* in order to remove the SIC Code 5015 – Used Motor Vehicle Parts classification as being a permitted, conditional, or special exception use in all county zoning districts except the Heavy Industrial (HI) District.

THIRD / FINAL READING

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.

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

Sumter County Council

First Reading
September 11, 2018

Planning Commission Staff Report

RZ-18-09, 2800 Dock Rd. (County)

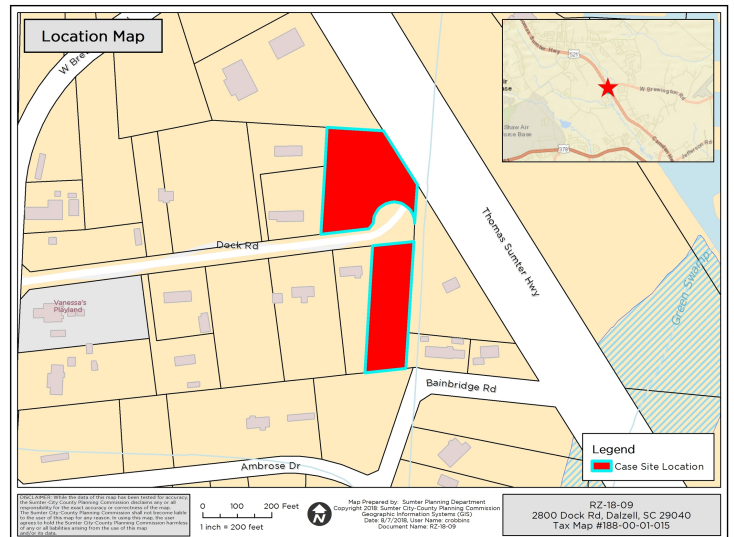
I. THE REQUEST

Applicant:	Samuel McGee, Jr.
Status of the Applicant:	Property Owner
Request:	A request to rezone two parcels from General Commercial (GC) & Agricultural Conservation (AC) to Agricultural Conservation (AC).
Location:	2800 Dock Rd. & 0 Thomas Sumter Hwy. – located on the west side of Thomas Sumter Hwy., south of W. Brewington Rd.
Size of Property:	+/-2.45 acres
Present Use/Zoning:	Undeveloped / Parcels are split zoned AC and GC
Proposed Use of Property:	Single Family Residential/Manufactured home
Tax Map Reference:	188-00-01-015 & 188-00-01-107
Adjacent Property Land Use and Zoning:	North – Commercial / General Commercial (GC) South–Single Family Rural Residential/ Agricultural Conservation (AC) East – Small scale commercial/ General commercial (GC) & Thomas Sumter Hwy. West – Single Family Rural Residential/ Agricultural Conservation (AC)

II. BACKGROUND

This request is to rezone two parcels with a total of 2.45 acres of land from General Commercial (GC) and Agricultural Conservation to Agricultural Conservation (AC). The subject properties (in red) are located on the west side of Thomas Sumter Highway (US 521) near West Brewington Road in Sumter County.

2800 Dock Rd. and 0 Thomas Sumter Hwy. are a part of the Dock Road subdivision, a subdivision created as the result of settling family land to the heirs of the original owners. The applicant wishes



to rezone the parcels in order to accommodate manufactured homes, which based on the current zoning are impermissible on both parcels. The residential development along Dock Rd. is comprised mainly of manufactured homes.

The subject properties are two of the remaining undeveloped lots within the subdivision. These lots were created prior to the 1999 zoning ordinance and highway corridor strip commercial zoning. The photographs below show the properties as they are today.



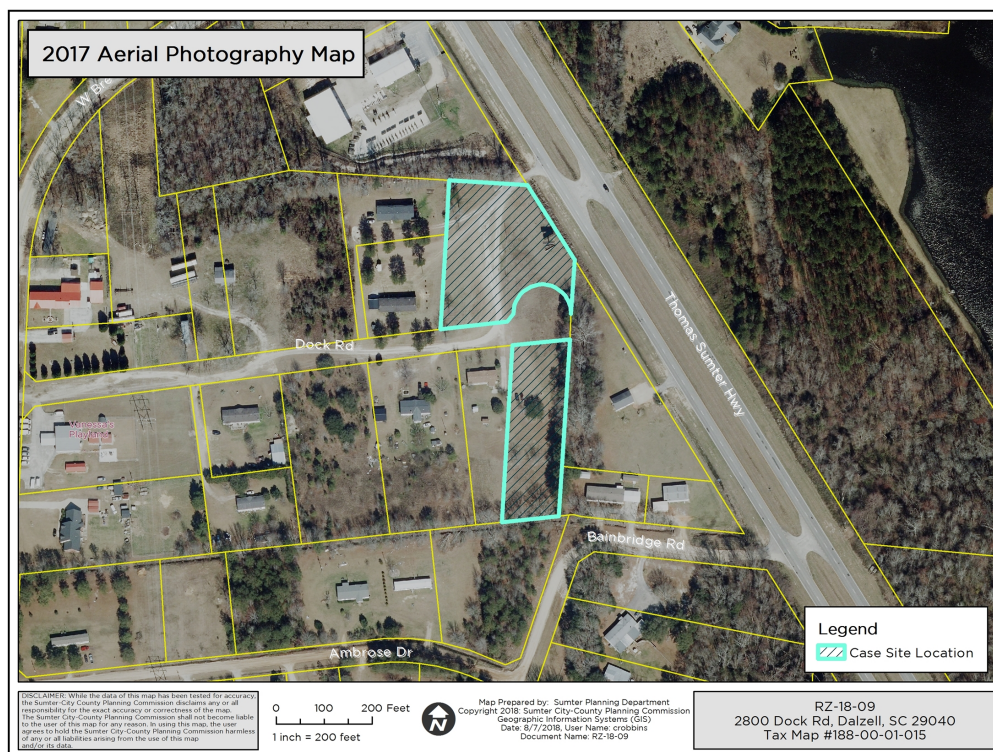
Above Left: The Northern Parcel.



Above Right: Southern Parcel

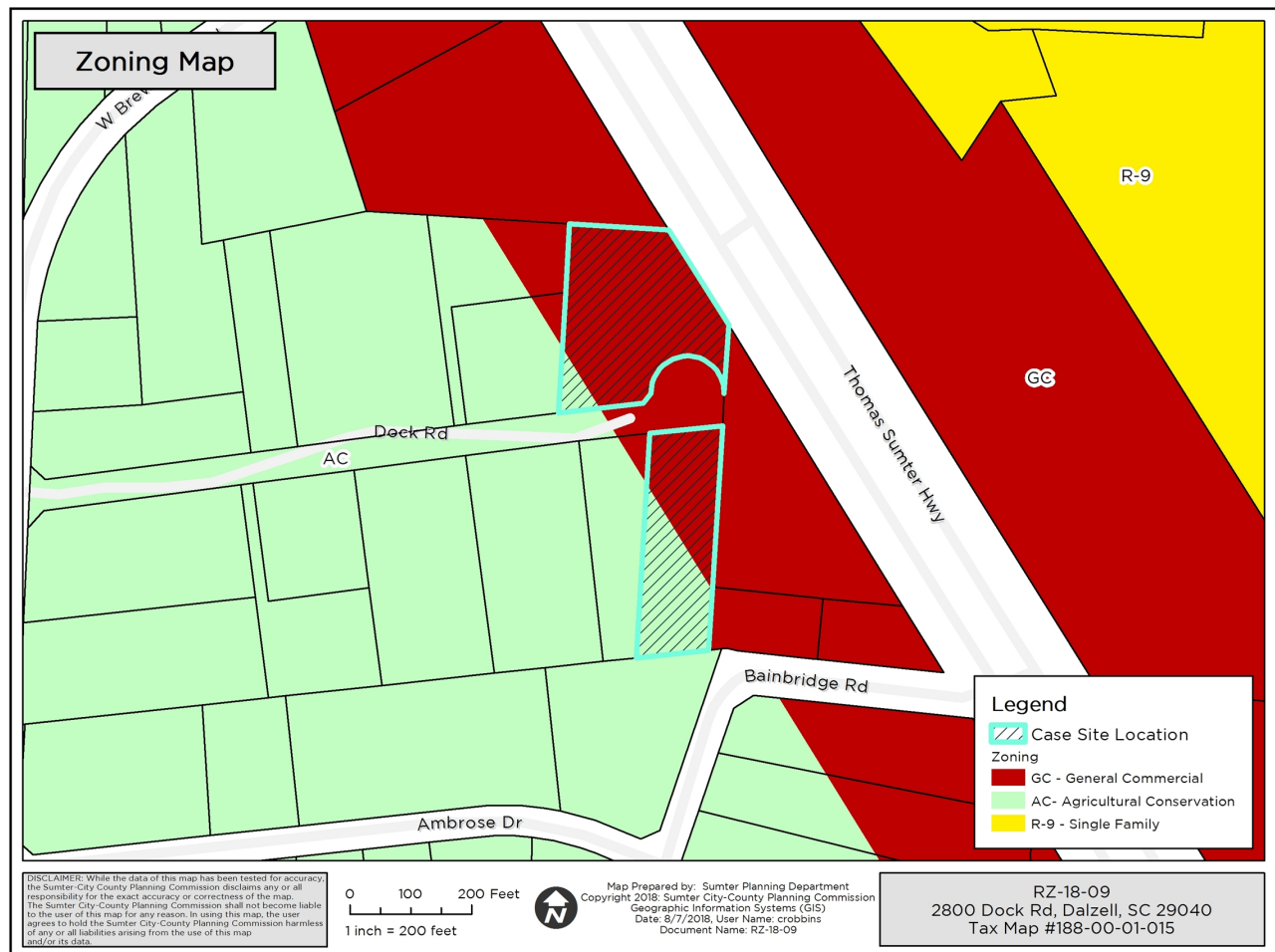
The northern parcel is bisected by an extension of the private dirt road owned by the family of the applicant. Although one of the parcels abuts Thomas Sumter Hwy., legal access is from Dock Rd.

As shown on the graphic below, the land uses to the north and east of the subject property along Thomas Sumter Hwy. (US 521) are primarily commercial, and include a stone countertop business, computer repair shop, and wood sales. Surrounding land uses to the south and west are a mix of single family residential types which include single-family homes and manufactured housing.



As shown in the zoning map below, the properties to the south and west of the subject property are zoned Agricultural Conservation (AC), while the areas immediately to the North and East of the property are zoned General Commercial (GC). The applicant's parcels are split zoned, with portions of both AC and GC zoning existing on both sites. While the General Commercial Zoning (GC) designation that is present on both parcels allows for some types of residential development, it prohibits the placement of manufactured homes. The developmental limitations placed on the parcels by the GC zoning prevent the applicant from developing these lots in a manner consistent with the rest of the Dock Rd. subdivision.

The AC zoning district allows mobile homes as a by-right permitted use. Having both parcels zoned exclusively as AC would allow the applicant to place a mobile home on each parcel.

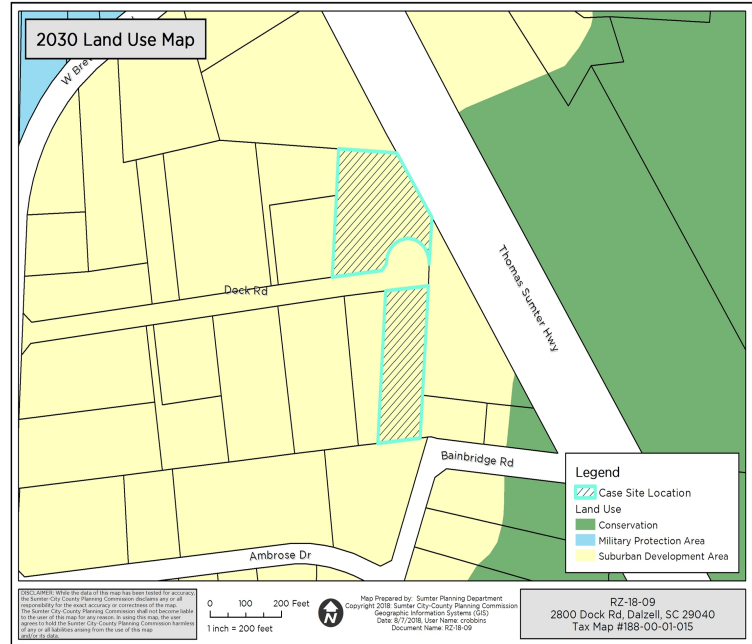


The primary purpose of the AC district is preserve areas that are currently rural or agricultural in use. Land immediately adjacent to the subject property to the west and south is currently zoned AC, and displays all the characteristics of typical rural residential development. Properties fronting along Thomas Sumter Hwy. are influenced by the strip commercial zoning that abuts Thomas Sumter Hwy. Although one of the parcels abuts Thomas Sumter Hwy, the original design intent for the subdivision was for all access to come via Dock Rd, and not Thomas Sumter Hwy.

III. COMPATIBILITY WITH THE 2030 COMPREHENSIVE PLAN

The property is located in the Sumter 2030 Comprehensive Plan's Suburban Development Planning Area and in proximity to the Military Protection and the Conservation Preservation Planning Areas. One of the primary objectives of this planning area is to scrutinize and manage the existing pattern of development, and to encourage more efficient land uses.

While in general the Suburban Development Area seeks to promote a mix of higher density commercial and residential uses, in this instance, low density development is compatible with the established Dock Rd. subdivision which predates current regulations. The request to rezone these particular properties is consistent with the previously developed portions of Dock Rd.



IV. TRAFFIC REVIEW

The subject property has frontage on Dock Road which is classified as a privately owned dirt road, and is owned by the family of the applicant.

W. Brewington Rd is a county owned local road that intersects with Dock Road. The 2017 traffic count for the section of W. Brewington Rd. nearest to Dock Rd. was 1,000 AADT.

Dock Road also intersects with Thomas Sumter Highway (US 521), a major arterial highway with a 2017 traffic count of 11,400 AADT. The proposed use of the property based on conversation with the applicant will be negligible. Should alternative development plans be pursued, impacts on the transportation network will be evaluated at time of development application.

V. STAFF RECOMMENDATION

Rezoning to Agricultural Conservation (AC) would allow for the low density residential development the applicant is seeking in a manner that is consistent with the existing subdivision.

VI. DRAFT MOTION

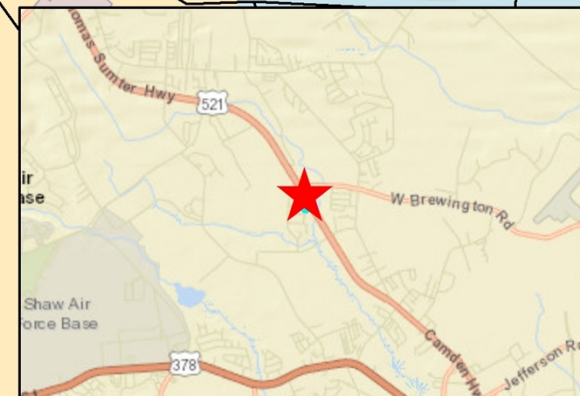
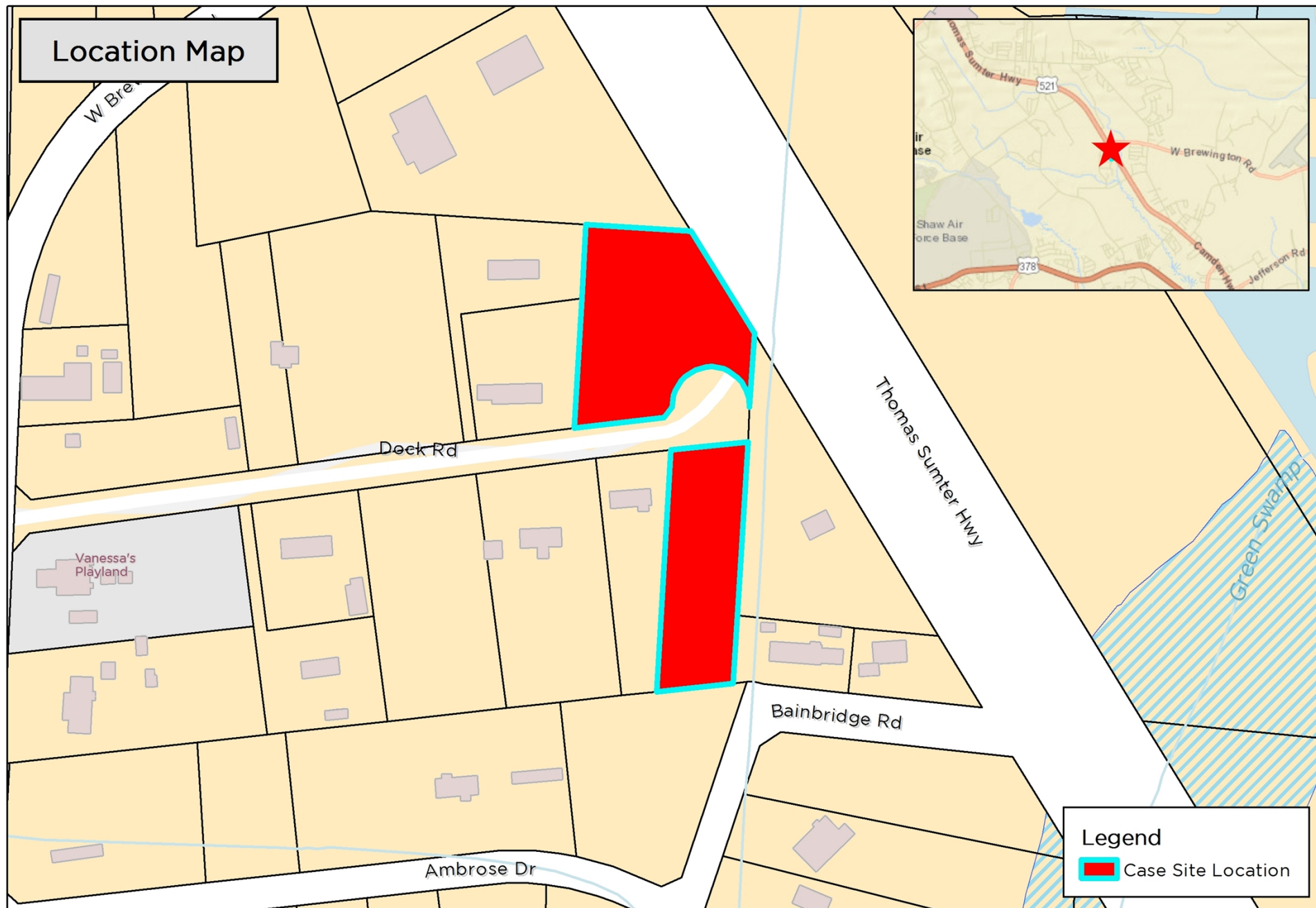
- 1) I move that the Planning Commission recommend approval RZ-18-09, rezoning 2.45 acres from General Commercial (GC) and Agricultural Conservation (AC) to Agricultural Conservation (AC).
- 2) I move an alternate motion.

VII. PLANNING COMMISSION – AUGUST 22, 2018

The Sumter City-County Planning Commission at its meeting on Wednesday, August 22, 2018, recommended approval of this request.

VIII. COUNTY COUNCIL – SEPTEMBER 11, 2018 – FIRST READING

Location Map



DISCLAIMER: While the data of this map has been tested for accuracy, the Sumter City-County Planning Commission disclaims any or all responsibility for the exact accuracy or correctness of the map. The Sumter City-County Planning Commission shall not become liable to the user of this map for any reason. In using this map, the user agrees to hold the Sumter City-County Planning Commission harmless of any or all liabilities arising from the use of this map and/or its data.

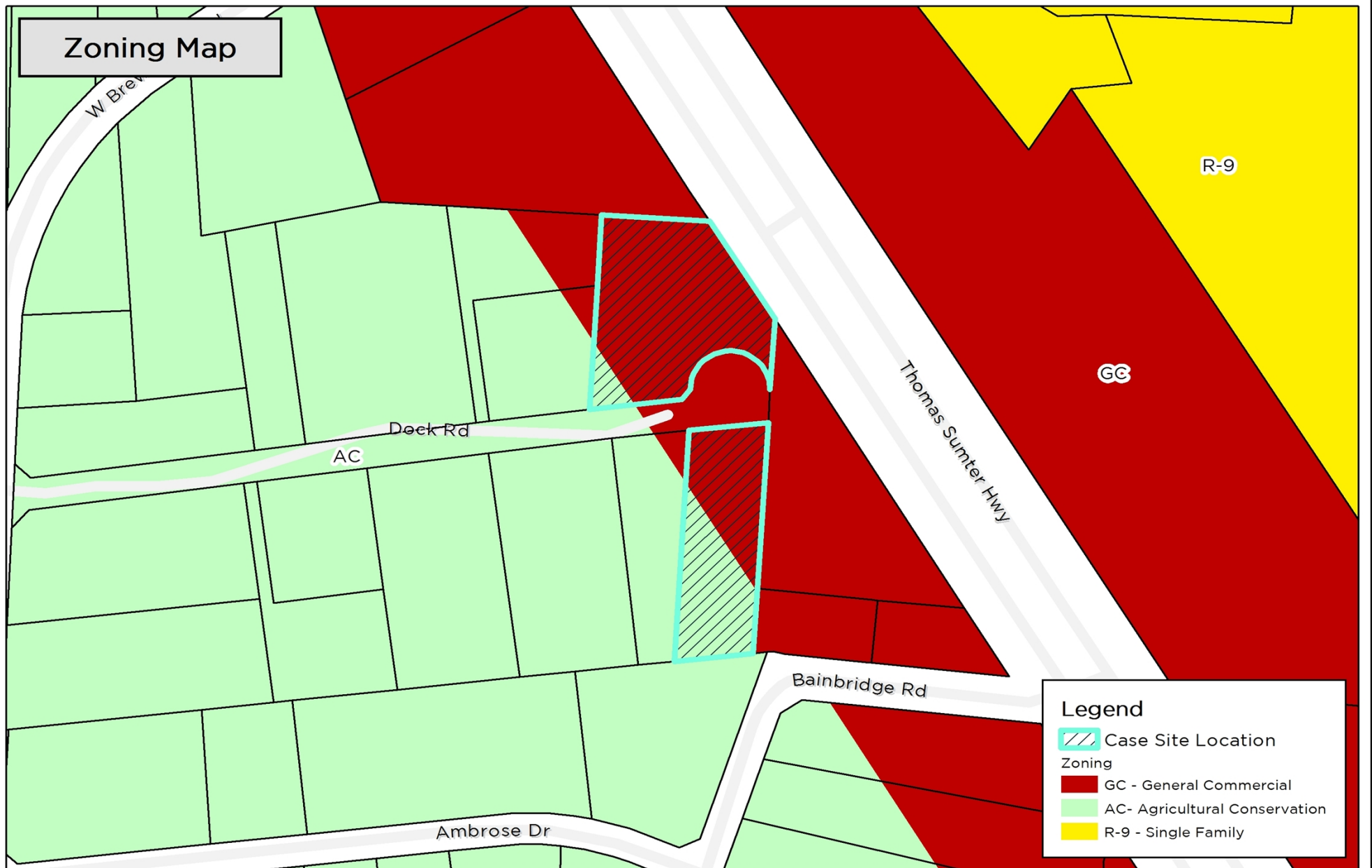
0 100 200 Feet
1 inch = 200 feet



Map Prepared by: Sumter Planning Department
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Geographic Information Systems (GIS)
Date: 8/7/2018, User Name: crobbins
Document Name: RZ-18-09

RZ-18-09
2800 Dock Rd, Dalzell, SC 29040
Tax Map #188-00-01-015

Zoning Map



Legend

-  Case Site Location
- Zoning**
-  GC - General Commercial
-  AC- Agricultural Conservation
-  R-9 - Single Family

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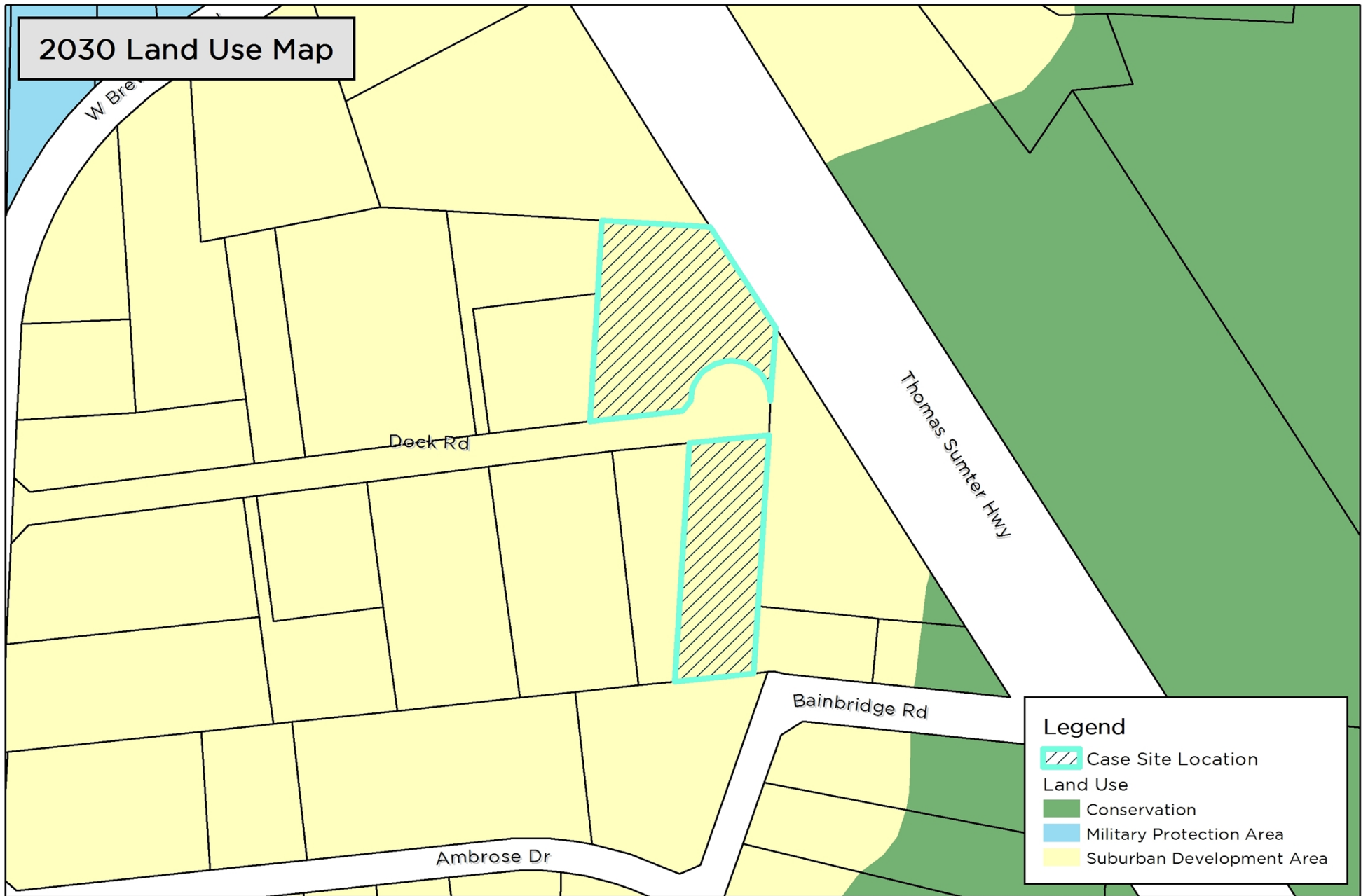
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Document Name: RZ-18-09

RZ-18-09
2800 Dock Rd, Dalzell, SC 29040
Tax Map #188-00-01-015

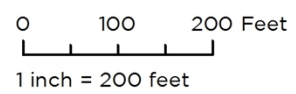
2030 Land Use Map



Legend

- Case Site Location
- Land Use**
 - Conservation
 - Military Protection Area
 - Suburban Development Area

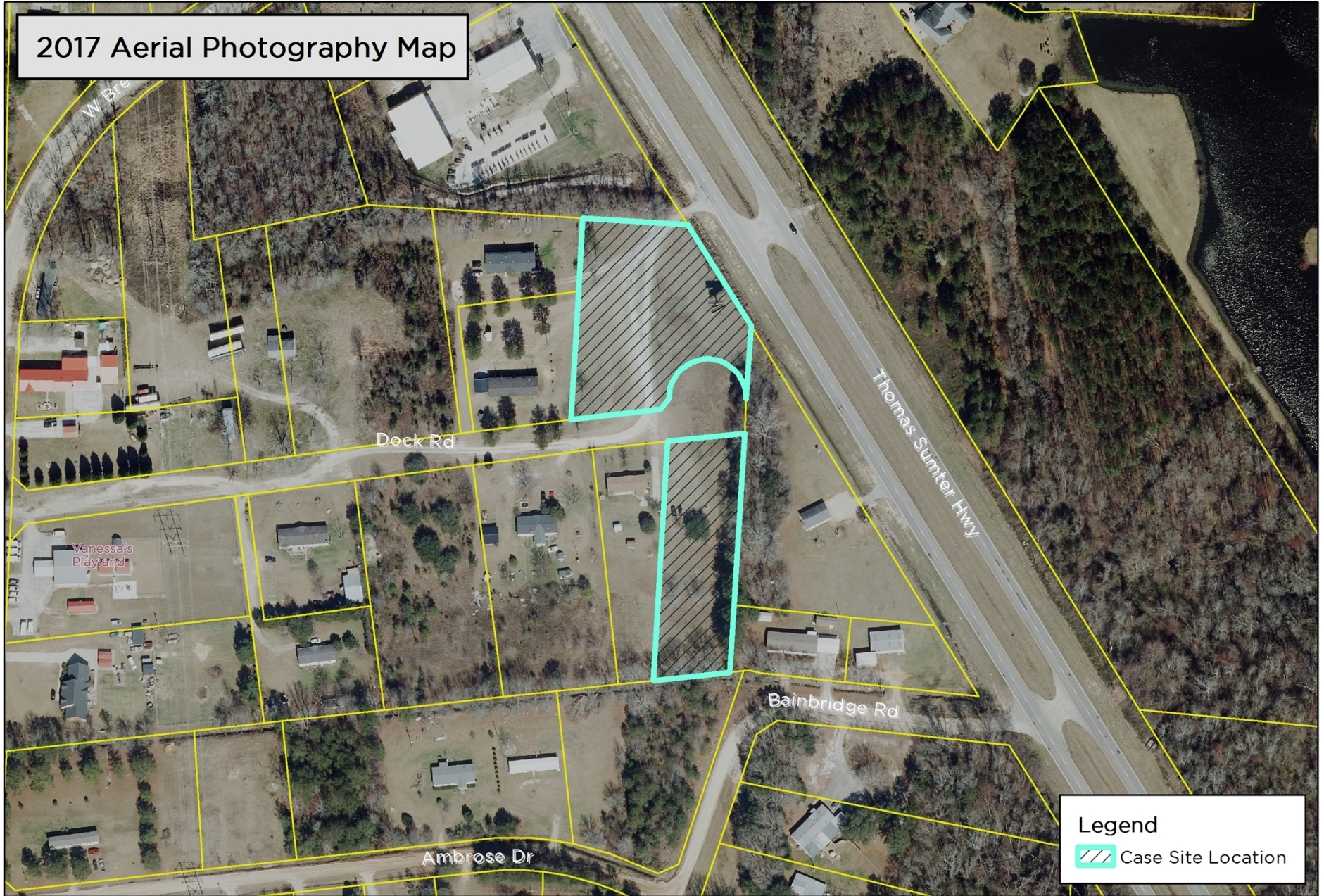
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Document Name: RZ-18-09

RZ-18-09
2800 Dock Rd, Dalzell, SC 29040
Tax Map #188-00-01-015

2017 Aerial Photography Map



Legend

 Case Site Location

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0 100 200 Feet
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Date: 8/7/2018, User Name: crobbins
Document Name: RZ-18-09

RZ-18-09
2800 Dock Rd, Dalzell, SC 29040
Tax Map #188-00-01-015

Sumter County Council

1st Reading
September 11, 2018

Planning Commission Staff Report

OA-18-06, Schools in Commercial Zoning Districts (County)

I. THE REQUEST

Applicant: Sheila E. Coplin

Request: Amend Article 3, Sections 3.f.3, 3.g.3, 3.h.3, and 3.i.3, and Exhibit 5 to add Elementary and Secondary Schools with SIC Code 821 to the Professional Office (PO), Neighborhood Commercial (NC), Limited Commercial (LC), and General Commercial (GC) zoning districts as a conditional use.

II. BACKGROUND

The Applicant is the owner of 1-On-1 Plus, LLC an organization that provides tutoring, childcare services and owns the K-12 school known as Sheila E. Academy. Currently the organization is licensed to operate a tutoring service and childcare facility at 4107 Thomas Sumter Highway in Dalzell, however; the Applicant wishes to house Sheila E. Academy at the property as well. The property is zoned General Commercial (GC). In the GC district in the County, Elementary and Secondary Schools with SIC Code 821 are not a permitted use. The Standards Industrial Classification Manual defines SIC Code 821 as follows:

821 *ELEMENTARY AND SECONDARY SCHOOLS*

8211 *Elementary and Secondary Schools*

Elementary and secondary schools furnishing academic courses, ordinarily for kindergarten through grade 12. Included in this industry are parochial schools and military academies furnishing academic courses for kindergarten through grade 12, and secondary schools which furnish both academic and technical courses.

*Academies, elementary and secondary
schools
Boarding Schools
Finishing schools, secondary
High schools
Kindergartens
Military academies, elementary and
secondary level*

*Parochial schools, elementary and
secondary
Preparatory schools
Schools for the physically handicapped,
elementary and secondary
Schools for the retarded
Schools, elementary and secondary
Seminaries, below university grade
Vocational high schools*

Within Sumter County, elementary and secondary schools with SIC Code 821 are a conditional use in all residential zoning districts and the Agricultural Conservation (AC) zoning district. Elementary and secondary of schools are expressly excluded from all commercial and industrial districts, and have been since at least 1999.

Previous conventional wisdom appears to have kept schools out of commercial districts for mostly compatibility reasons, as a way to separate schools from uses such as drinking places, tattoo parlors, or other general commercial uses. State alcohol licensing laws do dictate separation requirements from churches, schools, and playgrounds. Based on state and local regulations, in a dense urban commercial environment the presence of an elementary or secondary school can impact the ability for a new retail or service use to obtain proper licensure for the sale of on-premise and off-premise consumption of alcohol.

In Sumter County, most of the commercial districts exist as strip zones along highway corridors and are bracketed and/or abutted by residential and agricultural zoning districts where elementary and secondary schools as well as churches are conditional uses, and residential development is permitted by right. Moreover, all commercial zoning districts conditionally permit religious and residential uses.

This established pattern of commercial zoning abutted by residential and agricultural zoning is such that the impact of a school on a potential alcohol licensee is no greater than the impact of a residential use or church regardless of whether a school is located within the commercial district. For these reasons, it makes sense to allow elementary and secondary schools within the commercial zoning districts as a conditional use just as they are permitted in the residential and agricultural conservation zoning districts within the County.

Proposed Text Amendment:

A strikethrough copy of the proposed text amendment has been attached to this report.

III. STAFF RECOMMENDATION

Fundamentally the question is, does it make sense to allow elementary and secondary schools in the commercial (PO, NC, LC, GC) zoning districts? Just as with religious and residential uses in the commercial districts, Staff believes that the inclusion of elementary and secondary schools with SIC Code 821 as a conditional use allows each location to be evaluated based on existing patterns of development and the unique characteristics of each site.

The text amendment as proposed would permit elementary and secondary schools, with SIC Code 821 as a conditional use in the PO, NC, LC, and GC Districts subject to review and approval by Planning Staff.

IV. DRAFT RECOMMENDATIONS

- 1) I move the Sumter City-County Planning Commission recommend approval of OA-18-06, Elementary and Secondary Schools in the General Commercial District making elementary and secondary schools with SIC Code 821 a conditional use.

- 2) I move an alternate motion.

V. PLANNING COMMISSION – AUGUST 22, 2018

The Sumter City – County Planning Commission at its meeting on Wednesday, August 22, 2018, recommended approval this request to amend the *Sumter County* and the *City of Sumter Zoning and Development Standards Ordinances* to add Elementary and Secondary Schools with SIC Code 821 as a conditional use in the PO, NC, LC and GC Commercial Zoning Districts.

VII. COUNTY COUNCIL – SEPTEMBER 11, 2018 – FIRST READING

OA-18-06 Strike-Through Attachment

Amend **Article 3, Section 3.f.3** Conditional Uses in the Professional Office (PO) Zoning District as follows:

3.f.3. Conditional Uses: *Review and approval by the Staff of the Sumter City-County Planning Commission in accordance with 5.a.3. shall be a prerequisite to issuance of a building permit for any Conditional Use identified below:*

- a. *Veterinary Services, with SIC Code 074; (Note: Veterinary facilities which specialize in large animals shall be located no closer than three hundred [300] feet to a residential property line, nor one hundred-fifty [150] feet from any other property line. Sheltering and boarding of animals shall be clearly incidental to the veterinary services offered in the facility whether specializing in large or small animals.)*
- b. *Rooming and boarding houses, with SIC Code 702;*
- c. *Organizational hotels and lodges, with CID Code 704;*
- d. *Miscellaneous personal services, massage parlors, and spas, with SIC Codes 729 & 7299;*
- e. *Elementary and secondary schools, with SIC Code 821;*
- f. *Churches and religious organizations, SIC Code 866;*
- g. *Ash gardens and cemeteries (Note: provided that the facility or premise is adjacent to or part of a religious or consecrated facility only);*
- h. *Single-Family attached and detached homes, duplexes, townhouses, patio homes, tri-plex and quadruplex units, and multi-family apartments developed in accordance with Exhibit 5A;*
- i. *Residential accessory structures, uses, and home occupations as provided for in 3.d.2.d;*
- j. *Bed and breakfast.*

Amend **Article 3, Section 3.g.3** Conditional Uses in the Neighborhood Commercial (NC) District as follows:

3.g.3. Conditional Uses: *Review and approval by the Staff of the Sumter City-County Planning Commission in accordance with 5.a.3. shall be a prerequisite to issuance of a building permit for any Conditional Use identified below:*

- a. *Automotive dealers and gasoline service stations, with SIC Code 55;*
- ~~*Liquor stores, with SCI Code 592;*~~
- b. *Automatic Merchandising Machine Operators, with SIC Code 5962;*
- c. *Rooming and boarding houses, with SIC Code 702;*
- d. *Organization hotels and lodges, SIC Code 704;*
- e. *Car washes, with SIC Code 7542;*
- f. *Coin Operated Amusement Devices, with SIC Code 7993;*
- g. *Elementary and secondary schools, with SIC Code 821;*
- h. *Churches or other religious organizations, with SIC Code 866;*
- i. *Ash gardens with the same qualifications imposed as set forth in ~~3.f.3.d.3.f.3.g.~~*
- j. *Single-Family detached and attached units, duplexes, townhouses, patio homes, tri-plexes, quadraplexes, and multi-family apartments developed in accordance with Exhibit 5A;*
- k. *Parks and playgrounds;*
- l. *Bed and breakfast;*
- m. *Mobile Produce Sales (see Section 5.b.1.k.);*

Amend **Article 3, Section 3.h.3** Conditional Uses in the Limited Commercial (LC) Zoning District as follows:

3.h.3. Conditional Uses: *Review and approval by the Staff of the Sumter City-County Planning Commission in accordance with 5.a.3. shall be a prerequisite to issuance of a building permit for any Conditional Use identified below:*

- a. *Mini-warehouses with SIC 4225 (See Section 5.b.1.h. for conditions);*
- b. *Manned convenience centers and refuse systems, with SIC Code 4953;*
- c. *Automotive dealers, with SIC Code 55;*
- d. *Automatic Merchandising Machine Operator, with SIC Code 5962;*

- e. *Rooming and boarding houses, with SIC Code 702;*
- f. *Organization hotels and lodges, with SIC Code 704;*
- g. *Power laundries and dry cleaning plants, with SIC Codes 7211, 7216;*
- h. *Top and upholstery repair shops with SIC Code 7532 to include only Automotive tops (canvas or plastic), installation, repair, or sales and installation and upholstery repair, automotive. See Section 5.b.1.j. for conditions;*
- i. *Motion picture theaters, with SIC Code 783;*
- j. *Coin Operated Amusement Devices, with SIC Code 7993;*
- k. *Elementary and secondary schools, with SIC Code 821;*
- l. *Religious organizations, with SIC Code 866;*
- m. *Ash gardens with the same qualifications imposed as set forth in 3.f.3.d.3.f.3.g.;*
- n. *Single-Family attached and detached units, duplexes, townhouses, patio homes, tri-plexes, and multi-family apartments developed in accordance with Exhibit 5A;*
- o. *Bed and breakfast;*
- p. *Mobile Produce Sales (see Section 5.b.1.k.);*

Amend **Article 3, Section 3.i.3** Conditional Uses in the General Commercial (GC) Zoning District as follows:

3.i.3. Conditional Uses: *Review and approval by the Staff of the Sumter City-County Planning Commission in accordance with 5.a.3. shall be a prerequisite to the issuance of a building permit for any Conditional Use identified below:*

- a. *Agriculture, farming, and animal husbandry, with SIC Codes 01, 02, 021, 0212, 0213, 0214, 0219, 024, 027, 0271, 0272, 0273, 0279, 029; (Note: Refer to Article 5, Section B for conditions and special exceptions);*
- b. *Animal services, except veterinary, with SIC Code 075;*
- c. *Local & inter-urban highway passenger transportation and communications, with SIC Codes 40, 41, 42, 4212, 44, 46;*

- d. *Local trucking without storage (Note: No trucking operations involving waste materials, especially hazardous waste, or activities involving offensive odors or excessive noise, shall be allowed in a GC District), with SIC Code 4212;*
- e. *Mini-warehouses with SIC 4225. See Section 5.b.1.h;*
- f. *Manned convenience centers and refuse systems, with SIC Code 4953;*
- g. *Mobile home manufactured housing unit dealership, with SIC Code 527;*
- h. *Flea markets, with SIC Code 593;*
- i. *Automatic Merchandising Machine Operator, with SIC Code 5962;*
- j. *Rooming and Boarding Houses, with SIC Code 702;*
- k. *Recreational vehicle parks and camps, with SIC Code 703;*
- l. *Power laundries/Dry Cleaning plants, with SIC Codes 7211/7216;*
- m. *Industrial Laundries, with SIC Code 7218;*
- n. *Massage parlors, and spas with SIC Code 7299;*
- o. *Automobile parking lots, with SIC Code 752;*
- p. *Automotive repair shops, with SIC Code 753;*
- q. *Elementary and secondary schools, with SIC Code 821;*
- r. *Religious organizations, with SIC Code 866;*
- s. *Ash gardens & cemeteries, with the same qualifications imposed as set forth in 3.f.3.f.3.g.;*
- t. *Mobile Home Park, with the qualifications established in 3.d.6.;*
- u. *Triplex, quadraplex, multi-family and group dwelling, developed in accordance with Exhibit 5A (Note: May be included as a mixed use in commercial or office projects);*
- v. *Specialty contractors with SIC Code 17 (no outside storage of materials or construction equipment, no overnight parking trailers or heavy trucks.);*
- w. *Mobile produce sales (see Section 5.b.1.k.).*

Amend *Article 3, Exhibit 5, Permitted and Conditional Uses in the Commercial, Industrial, Agricultural, and Conservation Districts* as follows:

PERMITTED & CONDITIONAL USES	PO	NC	LC	GC	CBD	LI	HI	MUI	AC	CP	SIC CODE
Elementary, Secondary Schools	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	C				C		821

Sumter County Council

1st Reading
September 11, 2018

Planning Commission Staff Report

OA-18-07, Used Motor Vehicle Part Uses (County)

I. THE REQUEST

Applicant: Sumter County Council

Request: Amend Article 3 Section K: Light Industrial-Warehouse District, Article 3 Section M: Multi-Use Industrial (MUI) District, and Exhibit 5: Permitted and Conditional Uses in the Commercial Industrial, Agricultural, and Conservation Districts of the *Sumter County Zoning & Development Standards Ordinance* in order to remove the SIC Code 5015 – Used Motor Vehicle Parts classification as being a permitted, conditional, or special exception use in all county zoning districts except the Heavy Industrial (HI) District.

II. BACKGROUND

The purpose of this ordinance amendment is to specifically address used motor vehicle part uses classified under SIC Code 5015. Currently, uses classified under this SIC Code are permitted in both the Light-Industrial Warehouse (LI-W) and Heavy Industry (HI) zoning districts, and are a conditional use in the Multi-Use Industrial (MUI) zoning district.

The definition listed in the Standard Industrial Classification Manual for *SIC Code 5015 – Used Motor Vehicle Parts* is as follows:

*Establishments primarily engaged in the distribution at wholesale or retail of used motor vehicle parts. **This industry includes establishments primarily engaged in dismantling motor vehicles for the purposes of selling parts.***

Uses under SIC Code 5015 are closely associated with *SIC Code 5093 – Scrap and Waste Materials*. The definition listed in the Standard Industrial Classification Manual for SIC Code 5093 is as follows:

*Establishments primarily engaged in assembling, breaking up, sorting, and wholesale distribution of scrap and waste materials. This industry includes auto wreckers engaged in dismantling automobiles for scrap. **However, those engaged in dismantling cars for the purpose of selling secondhand parts are classified in Industry 5015.***

Currently, uses classified as *SIC Code 5093 – Scrap and Waste Materials* are only permitted in the HI district. In recent months, Staff has viewed property in the LI-W district classified under *SIC Code 5015 – Used Motor Vehicle Parts*. Staff has determined that the land use impacts for this classification, particularly uses engaged in dismantling automobiles for second hand parts, are generally the same as uses classified under *SIC Code 5093 – Scrap and Waste Materials*. These impacts include large areas of outdoor storage, dismantled vehicles, etc.

Uses classified under the *SIC Code 5015 – Used Motor Vehicle Parts* should be permitted in the same zoning districts as those classified as *SIC Code 5093 - Scrap and Waste Materials*. Land use impacts noted for *SIC Code 5015 – Used Motor Vehicle Parts* uses include large areas of cleared land being used to stock pile various inventories of used motor vehicle. It is noted that the used motor vehicle inventory is typically stored outdoors. See below example of a use currently classified under SIC Code 5015.



The intent of the LI-W district is to accommodate wholesaling, distribution, storage, processing and light manufacturing in an environment suited to such uses and operations while promoting land use compatibility both within and beyond the boundaries of such districts. Uses classified under *SIC Code 5015 – Used Motor Vehicle Parts* have been shown to have characteristics not in keeping with the intent of the LI-W district. These land use characteristics have a high potential for conflict with adjacent properties. As such, these uses do not promote land use compatibility within and beyond the boundaries of the LI-W District. They are not in keeping with the intent of this zoning district.

The intent of the MUI district is to accommodate a wide range of industrial uses while providing the multiple uses required to support those industries in an environmentally sound, pedestrian oriented neighborhood. Again, for the reasons stated above, uses classified under *SIC Code 5015*

– *Used Motor Vehicle Parts* have a potential for conflict with adjacent properties and do not meet the intent of the MUI District—to establish industrial uses with supportive retail and residential uses in an environmentally sound, pedestrian oriented neighborhood environment. As such, uses classified under *SIC Code 5015 – Used Motor Vehicle Parts* are not in keeping with the intent of this zoning district.

If approved, this request would permit uses classified under with *SIC Code 5015 – Used Motor Vehicle Parts* in the HI District only.

Recommended Ordinance Amendments

1. Amend *Article 3: Section K – Light Industrial Warehouse District* of the *Sumter County Zoning & Development Standards Ordinance* to include SIC Code 5015 – Used Motor Vehicle Parts as a listed exception to the uses permitted under SIC Code 50/51
2. Amend *Article 3: Section M – Multi-Use Industrial (MUI) District* of the *Sumter County Zoning & Development Standards Ordinance* to include SIC Code 5015 – Used Motor Vehicle Parts as a listed exception to the uses requiring conditional approval under SIC Code 50/51 in.
3. Amend *Article 3: Exhibit 5 – Permitted and Conditional Uses in the Commercial, Industrial, Agricultural, and Conservation Districts* of the *Sumter County Zoning & Development Standards Ordinance* to specifically reference *SIC Code 5015 – Used Motor Vehicle Parts* as only being permitted in in the HI District and not being permitted in any other county zoning districts.

III. STAFF RECOMMENDATION

Staff recommends approval of this request. The land use characteristics of uses classified under SIC – 5015 – Used Motor Vehicle Parts are not in keeping with intent of the LI-W and MUI districts.

IV. PLANNING COMMISSION – AUGUST 22, 2018

The Sumter City-County Planning Commission at its meeting on Wednesday, August 22, 2018, recommended approval of this request.

VI. COUNTY COUNCIL – FIRST READING – SEPTEMBER 11, 2018

Sumter County Council

3rd Reading
September 11, 2018

Planning Commission Staff Report

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

I. THE REQUEST

Applicant: Planning Department Staff

Request: 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.

II. BACKGROUND

The *Flood Damage Prevention Ordinance* (the “Ordinance”) in effect today was adopted May 14, 2013 when the County’s floodplain development regulations were consolidated into a single document in order to streamline the floodplain development regulations. The Ordinance exists outside of the *Sumter County – Zoning and Development Standards Ordinance* as a stand-alone regulation administered by the Planning Department. Part of administering these regulations includes periodic ordinance updates allowing the community to remain compliant with the National Flood Insurance Program (NFIP) and/or Federal Emergency Management Agency (FEMA) requirements.

This ordinance amendment addresses changes requested as part of the September 20, 2017 CAV visit from the State Coordinator’s Office and adopts the Wateree Watershed map updates and associated Flood Insurance Study. In order to remain in the NFIP, the County has until September 28, 2018 to adopt the Wateree Maps and associated FIS.

Proposed Text Amendment

A clean copy of the proposed ordinance text has been attached to this report. The attached draft ordinance document does not change how floodplain management is performed in the community nor does it make development in the floodplain more restrictive. The amendment does the following:

- 1) Updates Section 130 to include the September 28, 2018 FIS revision date.

- 2) Adds a section to Article IV, 400.1 to state, “*Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.*”
- 3) Adds Article IV, Section 430 to address, “*Standards for Streams with Established Base Flood Elevations but without Floodways.*” This language is an NFIP minimum requirement and inclusion in the Ordinance is required.
- 4) Adds language in Section 410.2 to clarify that, “*floodproofed buildings must be floodproofed no lower than 2 feet above the level of base flood elevation in lieu of elevation.*” This clarification addresses a comment from the CRS Cycle Visit in July of 2017.
- 5) The sections of the Ordinance have been renumbered to remove erroneous and skipped number sequences and then verified to confirm that all section references are correct based upon the renumbering.

III. STAFF RECOMMENDATION

Staff recommends approval of this request. The proposed revisions have been reviewed by the South Carolina Department of Natural Resources (SCDNR) Flood Mitigation Office State Coordinator for compliance with Federal Emergency Management (FEMA) and National Flood Insurance program (NFIP) requirements. The document has been to be in compliance with all state, federal and NFIP requirements while addressing CAV comments.

IV. DRAFT MOTIONS

Motion #1:

I move that the Sumter City-County Planning Commission recommend approval of OA-18-05, Flood Damage Prevention Ordinance to adopt the Wateree Watershed Maps and Flood Insurance Study (FIS) revisions; and to update the Ordinance to make corrections and clarifications noted in the 2017 SCDNR Community Assistance Visit and the Community Rating System (CRS) Cycle Visit.

Motion #2

I move an alternative motion.

V. PLANNING COMMISSION – JULY 25, 2018

The Sumter City-County Planning Commission at its meeting on Wednesday, July 24, 2018, voted to recommend approval for this request.

VI. COUNTY COUNCIL – AUGUST 14, 2018 – FIRST READING

The Sumter County Council at its meeting on Tuesday, August 14, 2018, gave First Reading approval for this request.

VII. COUNTY COUNCIL – AUGUST 28, 2018 – SECOND READING/PUBLIC HEARING

The Sumter County Council at its meeting on Tuesday, August 28, 2018, gave Second Reading approval of this request with additional language added to Section 400.16 and Section 410.54.

VIII. COUNTY COUNCIL – SEPTEMBER 11, 2018 – THIRD / FIANAL READING

Flood Damage Prevention Ordinance

Sumter County

ARTICLE I. GENERAL PROVISIONS

Section 100	Statutory Authorization	3
Section 110	Findings of Fact	3
Section 120	Statement of Purpose and Objectives	3
Section 130	Lands to Which the Ordinance Applies	4
Section 140	Establishment of Development Permit	4
Section 150	Compliance	4
Section 160	Interpretation	4
Section 170	Partial Invalidity and Severability	4
Section 180	Warning and Disclaimer of Liability	4
Section 190	Penalties for Violation	5

ARTICLE II. DEFINITION

Section 200	General	5
Section 210	Definitions	5

ARTICLE III. ADMINISTRATION

Section 300	Designation of Local Floodplain Administrator	12
Section 310	Adoption of Letter of Map Revisions	12
Section 320	Development Permit and Certification Requirements	12
Section 330	Duties and Responsibilities of the Local Floodplain Administrator	14
Section 340	Administrative Procedures	17

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section 400	General Standards	19
Section 410	Specific Standards	21
	410.1 – Residential Construction	21
	410.2 – Non-Residential Construction	21
	410.3 – Manufactured Homes	22
	410.4 – Recreational Vehicles	23
	410.5 – Elevated Buildings	23
	410.6 – Accessory Structure	24
	410.7 – Floodways	25
	410.8 – Fill	26
	410.9 – Map Maintenance Activities	27
	410.10 – Swimming Pools	28
	410.11 – Swimming Pool Utility Equipment Rooms	28
	410.12 – Elevators	29
Section 420	Standards for Streams without Base Flood Elevations and Floodways	29
Section 430	Standards for Streams with Established Base Flood Elevation but without Floodways	30

Section 440	Standards for Subdivision Proposals	30
Section 450	Standards for Areas of Shallow Flooding (AO Zones)	31
ARTICLE V. VARIANCE PROCEDURES		
Section 500	Establishment of Appeals Board	31
Section 510	Right to Appeal	31
Section 520	Historic Structures	31
Section 530	Agricultural Structures	32
Section 540	Functionally Dependent Uses	33
Section 550	Considerations	33
Section 560	Findings	34
Section 570	Floodways	34
Section 580	Conditions	34
ARTICLE VI. LEGAL STATUS PROVISIONS		
Section 600	Effect on Rights & Liabilities under the Existing Ordinance	35
Section 610	Effect upon Outstanding Building Permits	35
Section 620	Effective Date	36
Section 630	Adoption Certification	36

ARTICLE I. GENERAL PROVISIONS

Section 100 – Statutory Authorization. The Legislature of the State of South Carolina has in SC Code of Laws, Title 5, Chapters 7, 23, and 25 (Article 5 and 7) and Title 6, Chapter 7, and amendments thereto, delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Council of Sumter County, South Carolina does ordain as follows:

Section 110 – Findings of Fact. The flood hazard areas of the Sumter County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in the floodplains causing increases in flood heights and velocities, and by the occupancy on flood hazard areas by uses vulnerable to floods or hazardous to other lands which area inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section 120 – Statement of Purpose and Objectives. It is the purpose of this ordinance to protect human life and health, minimize property damage, and to encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes which evaluate resource conditions and human needs.

- Section 130 – Lands to Which this Ordinance Applies.** This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Sumter County as identified by the Federal Emergency Management Agency in its Flood Insurance Study, Dated September 28, 2018, with accompanying maps and other supporting data, which are hereby adopted and declared to be part of this ordinance. Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency in its Flood Insurance Study for the unincorporated areas of Sumter County, with accompanying map and other data, are declared part of this ordinance.
- Section 140 – Establishment of Development Permit.** A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.
- Section 150 – Compliance.** No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- Section 160 – Interpretation.** In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- Section 170 – Partial Invalidity and Severability.** If any part of this ordinance is declared invalid, the remainder of the ordinance shall not be affected and shall remain in force.
- Section 180 – Warning and Disclaimer of Liability.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is passed on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Sumter County or by any officer

or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Section 190 – Penalties for Violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violated this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Sumter County from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE II. DEFINITIONS

Section 200 – General. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning that they have in common usage and to give this ordinance its most reasonable application.

Section 210 – Definitions.

210.2 – Accessory structure (Appurtenant Structure) – structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

210.2 – Addition (to an existing building) – an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements of new construction regardless as to whether the addition is a substantial improvement or not. Where a fire wall or load bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

210.3 – Agricultural structure – a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are ***not*** exempt from the provisions of this ordinance.

210.4 – Appeal – a request for a review of the local Floodplain Administrator's interpretation of any provision of this ordinance.

- 210.5 – Area of shallow flooding** – a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the past of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
- 210.7 – Base flood** – the flood having a one percent chance of being equaled or exceeded in any given year.
- 210.8 – Basement** – means any enclosed area of a building which is below grade on all sides.
- 210.9 – Building** – any structure built for support, shelter, or enclosure for any occupancy or storage.
- 210.10 – Not Applicable (V-zones only)**
- 210.11 – Development** – any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- 210.12 – Elevated building** – a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.
- 210.13 – Existing construction** – means, for the purposes of determining rates, structures for which the start of construction commenced before March 1, 1978, for FIRMSs effective before that date.
- 210.14 – Existing manufactured home park or manufactured home subdivision** – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 7, 1987.
- 210.15 – Expansion to an existing manufactured home park or subdivision** – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

- 210.16 – Flood** – a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.
- 210.17 – Flood Hazard Boundary Map (FHBM)** – an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.
- 210.18 – Flood Insurance Rate Map (FIRM)** – an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
- 210.19 – Flood Insurance Study (FIS)** – the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway map and the water surface elevation of the base map.
- 210.20 – Flood-resistant material** – any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material which is water soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood resistant. Pressure treated lumber or naturally decay resistant lumbers are acceptable flooding materials. Sheet-type floor coverings which restrict evaporation from below and materials which are impervious, but dimensionally unstable are not acceptable. Materials which retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.
- 210.21 – Floodway** – the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- 210.22 – Functionally dependent facility** – a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities or port facilities necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

- 210.23 – Highest Adjacent Grade (HAG)** – the highest natural elevation on the ground surface, prior to construction, next to the proposed walls of the structure.
- 210.24 – Historic Structure** – any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be “Historic” as cited above but have been included on the inventories because it was believed that the structures or districts have **potential** for meeting the “Historic” structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.
- 210.25 – Limited storage** – an area used for storage and intended to be limited to incidental items which can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE, and A1-A30 zone it must meet the requirements of Section 410.5 of this ordinance.
- 210.26 – Lowest Floor** – the lowest floor of the lowest enclosed area. Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building’s lowest floor provided that such an enclosure is not built so as to render the structure in violation of the other applicable non-elevation design requirements in this ordinance.
- 210.27 – Manufactured home** – a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

- 210.28 – Manufactured home park or subdivision** – a parcel (or contiguous parcels) of land divided into three or more manufactured home lots for rent or sale.
- 210.29 – Mean Sea Level** – means, for the purpose of this ordinance, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps.
- 210.30 – National Geodetic Vertical Datum (NGVD)** – as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.
- 210.31 – North American Vertical Datum (NAVD)** – vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.
- 210.32 – New construction** – structure for which the state of construction commenced after July 7, 1987. The term also includes and subsequent improvements to such structure.
- 210.33 – New manufactured home park or subdivision** – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after July 7, 1987.
- 210.35 – Recreational vehicle** – a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less which measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.
- 210.36 – Repetitive loss** – a building covered by a contract for flood insurance that has incurred flood-related damages on two separate occasions during a 10 year period ending on the date of the event for which the second claim is made, for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25% of the market value of the structure at the time of each such flood event.
- 210.37 – Start of construction** – for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit

was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

210.38 – Structure – a walled and roofed building, a manufactured home, including a gas or liquid storage tank, or other man-made facility or infrastructure that is principally above ground.

210.39 – Substantial damage – damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be taken successively and their cost counted cumulatively. Please refer to the definition of “substantial improvement.”

210.40 – Substantial improvement – any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structure which have been placed on the repetitive loss list, incurred substantial damage, or substantial improvement, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether “substantial improvement” will occur.

- 210.41 – Substantially improved existing manufactured home park or subdivision** – where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.
- 210.42 – Variance** – the grant of relief from a term or terms of this ordinance.
- 210.43 – Violation** – the failure of a structure or other developments to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications. Or other evidence of compliance required in 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.
- 210.44 – Freeboard** – a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as the hydrological effect of the urbanized watershed.
- 210.45 – Critical Development** – development that is critical to the community’s public health and safety, is essential to the orderly functioning of a community, stores or produces highly volatile, toxic, or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury, Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plans, and gas/oil/propane storage facilities.
- 210.46 – Executive Order 11988 (Floodplain Management)** – issued by President Carter in 1977, this order required that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practical alternative.
- 210.47 – Increased Cost of Compliance (ICC)** – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State and community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

210.48 – Lowest Adjacent Grade (LAG) – is an elevation of the lowest ground surface that touches any deck support, exterior wall of a building, or proposed building wall.

210.49 – Section 1316 of the National Flood Insurance Act of 1968 – the act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

ARTICLE III. ADMINISTRATION

Section 300 – Designation of Local Floodplain Administrator. The floodplain administrator and/or designee; is hereby appointed to administer and implement the provisions of this ordinance.

Section 310 – Adoption of Letter of Map Revisions (LOMR) – All LOMR's that are issued in the areas identified in Section 130 of this ordinance are hereby adopted.

Section 320 – Development Permit and Certification Requirements. Application for a Development Permit shall be made to the local Floodplain Administrator on forms furnished by him or her prior to any development activities. The Development Permit may include, but not limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

320.1 – A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the Development Permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either Section 330.11 or Section 420 and 440. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same.

320.2 – The plot plan required by Section 320.1 must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either Section 330.11 or Sections 420 and 440.

320.3 – Where base flood elevation data is provided as set forth in Section 130 or Section 330.11, the application for a Development Permit within the flood hazard area shall show:

320.31 – The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures; and

320.32 – If the structure will be floodproofed in accordance with Section 410.2, the elevation (in relation to mean sea level) to which the structure will be floodproofed.

320.4 – If no base flood elevation data is provided as set forth in Article I, Section 130 or the duties and responsibilities of the local Floodplain Administrators of Article III, Section 330.11, then the provisions in the Standards for Streams without Established Based Flood Elevation and Floodways of Article IV, Section 420 must be met.

320.5 – Where any watercourse will be altered or relocated as the result of proposed development, the application for development permit shall include; a description of the extent of watercourse alteration or relocation; and engineering report on the effect of the proposed project on the flood carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

320.6 – When a structure is floodproofed, the applicant shall provide certification from a registered professional engineer or architect that the non-residential, floodproofed structure meets the flood proofing criteria in Section 410.2 and Section 450.22.

320.7 – A lowest floor elevation or flood proofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before and further vertical construction commences, or flood proofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local Floodplain Administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. Any work done prior to submission of the certification shall be at the permit holder's risk. The local Floodplain Administrator shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

320.8 – Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC Law, shall certify that according to the requirements of Section 310.6 and 310.7 that the

development is built in accordance with the submitted plans and previous pre-development certifications.

Section 330 – Duties and Responsibilities of the Local Floodplain Administrator. Duties of the local Floodplain Administrator shall include, but not be limited to:

- 330.1 –** Review all development permits to assure that the requirements of this ordinance have been satisfied.
- 330.2 –** Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- 330.3 –** Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- 330.4 –** In addition to the notification required in Section 330.3, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is no diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routing channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
- 330.5 –** Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 410.71 are met.
- 330.6 –** Obtain actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with Section 310.7.
- 330.7 –** Obtain the actual elevation (in relation to mean sea level) to which new or substantially improves structures have been floodproofed, in accordance with Section 310.6.
- 330.8 –** When flood proofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Section 410.2.

- 330.9** – A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Sections 310.6 and 310.7 of this ordinance.
- 330.10** – Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example where there appears to be a conflict between the mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- 330.11** – When based flood elevation data or floodway data has not been provided in accordance with Section 130, obtain, review, and reasonably utilized best available base flood elevation data and floodway data available from a Federal, State, or other source, including data developed pursuant to Section 440.3, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a Federal, State, or other source. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
- 330.12** – When the exact location of boundaries of the areas of special flood hazard conflict with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the local Floodplain Administrator in the permit file.
- 330.13** – Make on-site inspections of projects in accordance with Section 340.1.
- 330.14** – Serve notices of violations, issue stop-work orders, revoke permits and take correction actions in accordance with Section 340.
- 330.15** – Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- 330.16** – Annexations and Detachments – Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months of any annexations or detachments that include special flood hazard areas.
- 330.17** – The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step

review process. Evidence of compliance with the executive order must be submitted as part of the review process.

330.18 – Perform an assessment of damage from any origins to the structure using FEMA’s Substantial Damage Estimator (SDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before damage occurred.

330.19 – Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvements to a structure occur shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether “substantial improvement” will occur.

The market value shall be determined by one of the following methods:

- a) The current assessed building value as determined by the county’s assessor’s office of the value of an appraisal performed by a licensed appraiser at the expense of the owner within the last six (6) months.
- b) One or more certified appraisals from a registered professional appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, *less the cost of site improvements and depreciations for functionality and obsolescence*.
- c) Real estate contract within the last six (6) months prior to the date of the application for permit.

330.20 – If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevations for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to actual construction.

330.21 – Within 60 days of completion of an alteration of a watercourse, referenced in Section 310.20, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

330.22 – Adjoining Floodplains – Cooperate with neighboring communities with respect to management of adjoining floodplains and/or related erosion areas in order to prevent aggravation of existing hazards.

330.23 – Notify Adjacent Communities – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard or flood related erosion hazards.

330.24 – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity required in Section 410.9.

Section 340 – Administrative Procedures.

340.1 – Inspections of Work in Progress: As the work pursuant to a permit progresses, the local Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

340.2 – Stop-Work Orders: Wherever a building or part thereof is being constructed, reconstructed, altered, or repair in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

340.3 – Revocation of Permits: The Floodplain Administrator and/or designee may revoke any require the return of the Development Permit by notifying the permit holder in writing, stating the reason for the revocation. Development Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any Development Permit mistakenly issued in violation of an applicable State or local law may also be revoked.

340.4 – Periodic Inspection: The Floodplain Administrator and each member of his or her inspections department shall have the right, upon presentation of proper credentials, to enter on any premises within the territorial

jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

340.5 – Violations to be Corrected: When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property.

340.6 – Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give written notice, by certified or registered mail to the last known address or by personal service that:

340.61 – The building or property is in violation of the Flood Damage Prevention Ordinance.

340.61 – A hearing will be held before the Floodplain Administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.

340.63 – Following the hearing, the Floodplain Administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

340.7 – Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, shall make and order in writing to the owner to remedy the violation within such period, not less than 60 days. The Floodplain Administrator may prescribe; provided that where the Floodplain Administrator finds that there is imminent danger to life or other property, that corrective action be taken in such lesser period as may be feasible.

340.8 – Appeal: Any owner who has received an order to take corrective action may appeal from the order to the Sumter Board of Appeals by giving notice of appeal in writing to the Floodplain Administrator and the clerk within 10 days following the issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Sumter Board of Appeals shall hear an appeals within a reasonable time and may affirm, modify and affirm, or revoke the order.

- 340.9 – Failure to Comply with Order:** If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following and appeal, shall be guilty of a misdemeanor and shall be punished at the discretion of the court.
- 340.10 – Denial of Flood Insurance under the NFIP.** If a structure is declared in violation of this ordinance and after all penalties are exhausted to achieve compliance with this ordinance the local Floodplain Administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood Insurance Act of 1968 action against the structure upon findings that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local Floodplain Administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.
- 340.11 –** The following documents are incorporated by reference and may be used by the local Floodplain Administrator to provide further guidance and interpretation of this ordinance as found on FEMA’s website at www.fema.gov:
- a) FEMA 55 Coastal Construction manual
 - b) All FEMA Technical Bulletins
 - c) All FEMA Floodplain Management Bulletins
 - d) FEMA 348 Protecting Building Utilities from Flood Damage
 - e) FEMA 499 Home Builder’s Guide to Coastal Construction Technical Fact Sheets

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section 400 – General Standards. Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a Development Permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

- 400.1 –** Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- 400.2 –** All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- 400.3 –** All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood

damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency.

- 400.4 – All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- 400.5 – Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 2 feet. This requirements does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damage to the building.
- 400.6 – All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- 400.7 – New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- 400.8 – On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- 400.9 – Any alteration, repair, reconstruction, or improvement to a structure which is in compliance with the provisions of this ordinance, shall meet the requirements of “new construction” as contained in this ordinance. This includes post-FIRM development and structures.
- 400.10 – **Non-Conforming Buildings or Uses.** Non-conforming buildings or uses may not be enlarged, replaces, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevations in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all other requirements of this ordinance.
- 400.11 – **Americans with Disabilities Act (ADA).** A building must meet the specific standards for floodplain construction outlined in Section 410, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the

cost of improvements to meet the ADA provisions shall be included in the cost of improvements for calculating substantial improvement.

- 400.12** – Critical development shall be elevated to the 500 year elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates the 500 year flood elevation data.
- 400.13** – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation and lateral movement resulting from hydrodynamic and hydrostatic loads.
- 400.14** – Whenever any portion of the flood plain is used, the volume of space occupied by the authorized fill or structure below the base flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood elevation. All such excavation shall be constructed to drain freely to the watercourse.
- 400.15** – **Parking and Storage.** The utilization of enclosed areas shall be the minimum necessary to allow for vehicle parking or limited storage of maintenance equipment in connection with the use of the premises.
- 400.16** – **Finished Construction.** The interior portion of enclosed areas below the first floor elevation shall not be partitioned or finished into separate rooms, except for storage or building access. Any area below the lowest floor must be unfinished and must have a minimum of two (2) flood openings on different walls, having a total net area of not less than one square inch for every square foot of enclosed area. Said openings shall not be more than one (1) foot above the highest of the final interior grade or finished exterior grade immediately under each opening.

Section 410 – Specific Standards. In all areas of special flood hazard where base flood elevation data has been provided, as set forth in Section 130 or 330.11 the following provisions are required:

- 410.1 – Residential Construction.** New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated to no lower than 2 feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with Section 410.5.

410.2 – Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 2 feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with Section 410.5. No basements are permitted. Structures located in A-zones may be floodproofed no lower than two (2) feet above Base Flood Elevation in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

410.21 – A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in Sections 310.7 and 310.9 a variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Section 530 of this ordinance. Agricultural structures not meeting the criteria of Section 520 must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures which are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the local Floodplain Administrator and notification of the annual exercise must be provided to same.

410.3 – Manufactured Homes.

410.31 – Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

410.32 – Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of Section 410.31 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower than 2 feet above the base flood elevation, and be

securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.

410.33 – Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, effective date May 25, 1990, as amended. Additionally, when the elevation requirement would be met by an elevation of chassis at least 36 inches or less above the grade at the sight, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height an engineering certification is required.

410.34 – An evacuation plan must be developed for evacuation of all residents of all new, substantially improved, or substantially damaged home parks or subdivisions located within flood-prone areas. This plan shall be filed with, and approved by, the local Floodplain Administrator and the local Emergency Preparedness Coordinator.

410.4 – Recreational Vehicles. A recreational vehicle is ready for highway use if it is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles placed on sites shall either be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use, or meet the requirements of Section 310 and Sections 400 and 410.3.

410.5 – Elevated Buildings. New construction and substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

410.51 – Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

410.511 – Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

410.512 – The bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening.

410.513 – Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

410.514 – Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

410.515 – Only the portions of openings that are below the base flood elevations (BFE) can be counted towards the required net open area.

410.52 – **Hazardous Velocities.** Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundation walls should be considered so that obstructions to damaging flood flows are minimized.

410.53 – Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

410.54 – The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single building access and/or storage area which must be void of utilities except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Sections 410.1, 410.2 and 410.3. Any enclosed area below the lowest floor must have a minimum of two (2) flood openings on different walls, having a total net area of not less than one square inch for every square foot of enclosed area. Said openings shall not be more than one (1) foot above the highest of the final interior grade or finished exterior grade immediately under each opening.

410.55 – All construction materials below the required lowest floor elevation specified in Sections 410.1, 410.2, and 410.3 shall be of flood resistant materials.

410.6 – Accessory Structures. A detached accessory structure or garage, the cost of which is greater than \$3,000 must comply with the requirements outlined in FEMA's Technical Bulletin 7-93, *Wet Floodproofing Requirements*, or be elevated in accordance with the requirements of Section 410.1 and 410.5, or floodproofed in accordance with 410.2. When accessory structures of \$3000 or less are to be placed in the floodplain, the following criteria shall be met:

410.61 – Accessory structures shall not be used for any other uses other than parking of vehicles or storage.

410.62 – Accessory structures shall be designed to have low flood damage potential.

410.63 – Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

410.64 – Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure.

410.65 – Service facilities such as electrical and heating equipment shall be installed in accordance with Section 400.4.

410.66 – Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Section 419.51.

410.67 – Accessory structures shall be built with flood resistant materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Material Requirements*, dated 8/08, available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood resistant materials.

410.7 – Floodways. Located in areas of special flood hazard established in Section 130, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of flood waters which carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

410.71 – No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:

- a) It has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood

levels during the occurrence of the base flood. Such certification and technical data shall be presented to the Floodplain Administrator.

- b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

410.72 – If Section 410.71 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.

410.73 – No manufactured homes shall be permitted, except in existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 410.3 and the encroachment standards of 410.71 are met.

410.74 – Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

410.8 – **Fill.** Fill is discouraged because storage capacity is removed from floodplains. Elevating buildings by other methods must be considered. An applicant shall demonstrate that fill is the only alternative to raising the building to at least 2 feet above the base flood elevation, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The flowing provisions shall apply to all fill placed in the special flood hazard area:

410.81 – Fill may not be placed in the floodway unless it is in accordance with Section 410.71.

410.82 – Fill may not be placed in tidal or nontidal wetlands without the required State and Federal Permits.

410.83 – Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.

410.84 – Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered professional engineer.

410.85 – Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities result in erosion.

410.86 – The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

410.87 – Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring that Structures Built on Fill in or Near Special Flood Hazard Areas are Reasonably Safe from Flooding*.

410.88 – New buildings must be constructed on properly designed and compacted fill that extends beyond the building walls before dropping below base flood elevation (BFE), and has the appropriate protection from erosion and scour. The design of the fill must be approved and certified in writing by a South Carolina Registered Civil Engineer.

410.9 – Map Maintenance Activities. The National Flood Insurance Program (NFIP) requires that flood data be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Section 130 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

a) Requirement to Submit New Technical Data

(1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months of the date such information becomes available. These development proposals include but are not limited to:

- a. Floodway encroachment that increases or decreases base flood elevations or alter floodway boundaries;
- b. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
- c. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including placement of culverts; and

- d. Subdivisions or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 420.1.

(2) It is the responsibility of the applicant to have the technical data, required in accordance with Section 410.9, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

(3) The local Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- a. Proposed floodway encroachments that increase the base flood elevations; and
- b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the local Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to section 410.9.

- b) Right to Submit New Technical Data – The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations to base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate documentation made in writing by the local jurisdiction made in writing by the local jurisdiction and may be submitted at any time.

410.10 – Swimming Pools. All pools, both above ground and below ground, located within the flood fringe of the SFHA must be designed and constructed to prevent flotation, collapse, and lateral movement under flood conditions. Pools are not allowed in a mapped regulatory floodway or in any other floodway as established by this ordinance. And in no case shall pools be allowed within twenty-five feet of the top bank of any stream.

410.11 – Swimming Pool Utility Equipment Rooms. If the building cannot be built at or above the BFE because of functionality of the equipment then a structure to house the utilities for the pool may be built below BFE with the following provisions.

- a) Meet the requirements for accessory structure in Section 410.6.
- b) The utilities must be anchored to prevent flotation and be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

410.12 – Elevators.

- a) Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential from the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93, *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.
- b) All equipment that may be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood resistant materials where possible per FEMA's Technical Bulletin 4-93, *Elevator Installation for Buildings Located in Special Flood Hazard Areas*.

Section 420 – Standards for Stream Without Established Base Flood Elevations and Floodways. Located within the areas of special flood hazard (Zone A) established in Section 130, are small streams where no base flood data has been provided and where no floodways have been identified. The following provisions apply within such areas:

- 420.1 –** In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed development containing at least 50 lots or 5 acres, whichever is less.
- 420.2 –** No encroachments, including fill, new construction, substantial improvements and new development shall be permitted within 100 feet of the stream hank unless certification with supporting technical data by a registered professional engineering is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- 420.3 –** If Section 420.2 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood damage prevention ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Section 410.

420.4 – Data from preliminary, draft, and final Flood Insurance Studies constituted best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

420.5 – When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below, refer to FEMA’s manual *Managing Floodplain Development in Approximate Zone A Areas*:

a) Contour Interpolation

(1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.

(2) Add one-half of the contour interval of the topographic map that is used to determine the BFE.

b) Data Extrapolation – a BFE can be determined if a site within 500 feet upstream of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

c) Hydrologic and Hydraulic Calculations – Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

Section 430 – Standards for Streams with Established Base Flood Elevations but without Floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided by no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

430.1 – No encroachments including fill, new construction, substantial improvements or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Section 440 – Standards for Subdivision Proposal and other Development.

- 440.1 – All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- 440.2 – All subdivision proposals and other proposed new development shall have adequate drainage to reduce exposure to flood damage.
- 440.3 – The applicant shall meet the requirements to submit technical data to FEMA in Section 410.9 when a hydrologic and hydraulic analysis is completed that generates base flood elevations.
- 440.4 – All subdivision proposal and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

Section 450 – Standards for Areas of Shallow Flooding (AO Zones). Located within the areas of special flood hazard established in Section 130, are areas designated as shallow flooding. The following provisions shall apply within such area:

- 450.1 – All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
- 450.2 – All new construction and substantial improvements of non-residential structures shall:
 - 450.21 – Have the lowest floor elevated at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or
 - 450.22 – Be completely floodproofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Section 330.

ARTICLE V. VARIANCE PROCEDURES

Section 500 – Establishments of Appeals Board. The Sumter Board of Appeals as established by the City and County of Sumter shall hear and decide requests for variances from the requirements of this ordinance.

Section 510 – Right to Appeal. Any person aggrieved by the decision of the Appeal Board or any taxpayer may appeal such decision to the Court.

Section 520 – Historic Structures. Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Section 530 – Agricultural Structures. Variances may be issued to wet floodproof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damage during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Section 570, this section, and the following standards:

530.1 – Use of the structure must be limited to agricultural purposes listed below:

530.11 – Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment;

530.12 – Steel grain bins and steel frame corn cribs;

530.13 – General purpose barns for the temporary feeding of livestock which are open on at least one side;

530.14 – For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures which were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Section 410.2 of this ordinance; and,

530.15 – Detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are not greater than 400 square feet in area.

530.2 – The agricultural structure must be built or rebuilt, in the case of an existing building which is substantially damaged, with flood-resistant materials for the exterior and interior of building components and elements below the base flood elevation;

530.3 – The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can

exert considerable pressure on the building's enclosure walls or foundation walls;

530.4 – The agricultural structure must meet the venting requirements of Section 410.51 of this ordinance;

530.5 – Any mechanical, electrical or other utility equipment must be located above the base flood elevation so that they are contained within a watertight, floodproofed enclosure which is capable of resisting damage during flood conditions. The structure must comply with Section 400.4 of this ordinance;

530.6 – The agricultural structure must comply with the floodway encroachment provisions of Section 410.71 of this ordinance; and,

5307 – Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

Section 540 – Functionally Dependent Uses. Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this article are met, no reasonable alternatives exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

Section 550 – Considerations. In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and;

550.1 – The danger that materials may be swept onto other lands to the injury of others;

550.2 – The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;

550.3 – The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

550.4 – The importance of the services provided by the proposed facility to the community;

- 550.5** – The necessity to the facility of a waterfront location, where applicable;
- 550.6** – The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- 550.7** – The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- 550.8** – The expected heights, velocity, duration, rate of rise. And sediment transport of the flood waters and effects of wave action, if applicable, expected at the site;
- 550.9** – The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges; and,
- 550.10** – Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure it to me located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

Section 560 – Findings. Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comment from the SC Department of Natural Resources, Land, Water and Conservation Division, State Coordinator’s Office, must be taken into account and included in the permit file.

Section 570 – Floodways. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to the issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

Section 580 – Conditions. Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

- 580.1** – Variances may not be issued when a variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
- 580.2** – Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- 580.3** – Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimizations of the public, or conflict with existing local laws and ordinances.
- 580.4** – Any applicant to whom a variance is granted shall be given a written notice specifying the difference between the base flood elevation and the elevation to which the structure it to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notifications shall be maintained with a record of all variance actions.
- 580.4** – The local Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
- 580.6** – Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Section 340.5 of this Ordinance.

ARTICLE VI. LEGAL STATUS PROVISIONS

Section 600 – Effect of Rights and Liabilities under the Existing Flood Damage Prevention

Ordinance. This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted May 14, 2013, as amended, and it is not the intention to repeal but rather re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Sumter County enacted on May 14, 2013, as amended, which are not reenacted herein are repealed.

Section 610 – Effect upon Outstanding Building Permits. Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Building Official or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

Section 620 – Effective Date. This ordinance shall become effective upon adoption

PASSED:

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Section 630 – Adoption Certification.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the County Council of Sumter County, South Carolina on the ____ day of _____, 20__.

WITNESS my hand and the official seal of Sumter County, South Carolina, this the ____ date of ____ day of _____, 20__.

THE COUNTY COUNCIL FOR SUMTER COUNTY, SOUTH CAROLINA (SEAL)

BY: _____

James T. McCain, Jr.

Its: Chairman

ATTEST:

Mary W. Blanding

Its: Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER) **MORTGAGE AND
SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT made as of this ____ day of _____, 2018, between **SUMTER COUNTY** (“Mortgagor”), whose address is 13 E. Canal Street, Sumter, SC 29150, and **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, a body politic and corporate** (“Mortgagee”), whose address is One Riverwood Drive, Moncks Corner, South Carolina 29461.

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **One Million and 00/100 (\$1,000,000.00) Dollars** together with interest thereon, as evidenced by that certain promissory note (the “Note”) of even date herewith, executed by Borrower and delivered to Mortgagee. The Note and documents renewing, extending or modifying it or given in substitution thereof or in consolidation thereof or therewith and any notes evidencing future advances or readvances are all referred to as the “Note” and are considered to be a part of this Mortgage. The final maturity date of the Note is as stated in the Note, said Note being incorporated herein by reference as if fully set out. **INTEREST UNDER THE NOTE MAY BE DEFERRED, ACCRUED, OR CAPITALIZED, BUT MORTGAGEE SHALL NOT BE REQUIRED TO DEFER, ACCRUE OR CAPITALIZE ANY INTEREST EXCEPT AS PROVIDED IN THE NOTE.**

NOW, THEREFORE, (a) to secure the performance and observance by Borrower of all covenants and conditions contained in the Note, in any renewal, extension or modification thereof, in this Mortgage and Security Agreement and in all other instruments securing the Note; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) all future advances and re-advances that may subsequently be made to Borrower by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Borrower and (ii) all other indebtedness of Borrower to Mortgagee which Mortgagor and Mortgagee have agreed will be secured by this Mortgage, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and (d) for and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by Mortgagee to Mortgagor this date, and for other valuable consideration, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign,

transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to:

THE MORTGAGED PROPERTY

(A) THE LAND: All the land located in the County of Sumter, State of South Carolina (the "Land"), described in Exhibit "A" attached hereto and made a part hereof;

(B) THE IMPROVEMENTS: TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, and equipment of every nature whatsoever now or hereafter owned by Mortgagor attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf (the "Improvements").

(C) EASEMENTS OR OTHER INTERESTS: TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements, hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) and (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) and (C) hereof or any part thereof.

(D) ASSIGNMENT OF RENTS: TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof to be applied against the indebtedness and other sums secured hereby, provided, however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not in advance thereof. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option upon the occurrence of a default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof whether or not Mortgagee takes possession of the property described in paragraphs (A), (B) and (C) hereof. Upon any such default hereunder, which remains uncured past applicable cure periods, the permission hereby given to Mortgagor to collect such

rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof shall terminate and such permission shall not be reinstated upon a cure of the default without Mortgagee's specific consent. Neither the exercise of any rights under this paragraph by Mortgagor nor the application of any such rents, royalties, issues, profits, revenue, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

(E) ASSIGNMENT OF LEASES: TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B) and (C) hereof, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. The foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to duly perform all obligations of the lessor under all such leases. Upon Mortgagee's request, Mortgagor agrees to send to Mortgagee a list of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the property described in paragraphs (A), (B) and (C) hereof. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease.

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income, and other benefits from the Mortgaged Property, subject, however to the conditional permission given to Mortgagor as long as there is no default on the part of the Mortgagor to collect, receive, take use and enjoy the same as provided hereinabove; provided, further, that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

(F) FIXTURES AND PERSONAL PROPERTY: TOGETHER WITH a security interest in (i) all property and fixtures now or hereafter acquired and affixed to or located on the property described in paragraphs (A), (B) and (C) hereof which, to the fullest extent permitted by law shall be deemed fixtures and a part of the real property, (ii) all articles of personal property now or hereafter acquired and all materials delivered to the property described in paragraphs (A), (B) and (C) hereof for use in any construction being conducted thereon, and owned by Mortgagor; (iii) and all contract rights, general intangibles, actions and rights in action now or hereafter acquired pertaining to the Mortgaged Property, including, all rights to insurance proceeds, and (iv) all

proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor (Debtor) hereby grants to Mortgagee (Secured Party) a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand of Mortgagee such other security agreements, financing statements and other instruments as Mortgagee may reasonably request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagor also gives the Mortgagee the right to file financing statements, or renewals or terminations thereof, without signature of Mortgagor. Mortgagor agrees to pay Mortgagee's charge, to the maximum amount permitted by law, for any statement by Mortgagee regarding the obligations secured by this Mortgage and Security Agreement requested by Mortgagor or on behalf of Mortgagor. On demand, Mortgagor will promptly pay all costs and expenses of filing statements, continuation statements, partial releases, and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code (South Carolina) with respect to such property, and it is expressly agreed in accordance with the provisions of the Uniform Commercial Code (South Carolina), 10 days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code (South Carolina) requiring such notice; provided, however, that Mortgagee may at its option dispose of the collateral in accordance with Mortgagee's rights and remedies in respect to the real property pursuant to the provisions of this Mortgage and Security Agreement, in lieu of proceeding under the Uniform Commercial Code (South Carolina).

Some of the items of property described herein are goods that are or may become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Mortgagee, as Secured Party, or the Mortgagor, as Debtor, at the address first shown above.

Everything referred to in paragraphs (A), (B), (C), (D), (E) and (F) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or intended to be so is herein referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or

observed by Borrower, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

ARTICLE ONE COVENANTS OF MORTGAGOR

1.01 Performance of Note, Mortgage, etc. The Note is further secured by a Intergovernmental Loan Agreement and such other documents of even date herewith given by Mortgagor to Mortgagee (collectively, with the Note, the "Loan Documents"). Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and any Loan Documents securing the Note, and will promptly pay to Mortgagee all sums required to be paid by Mortgagor pursuant to the provisions of this Mortgage and of any other instrument securing the Note to which Mortgagor is a party when payment shall become due, all without deduction or credit for taxes or other similar charges paid by Mortgagor.

1.02 Warranty of Title. Mortgagor covenants and warrants that it is seized of an indefeasible estate in fee simple in the Land and real property hereby mortgaged, has good and absolute title to all existing personal property hereby mortgaged or made subject to the security interest hereby created and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Land and real property hereby mortgaged and every part thereof, that the Land, real property and all existing personal property hereby mortgaged or made subject to the security interest hereby created is free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the lien for property taxes not yet due and payable and those permitted encumbrances, if any, described in the title insurance policy. Mortgagor shall and will make such further assurances to perfect Mortgagee's fee simple title to the Land and the real property hereby mortgaged, and the title to the personal property hereby mortgaged or made subject to the security interest created as may reasonably be required. Mortgagor fully warrants the title to the Land, real property and all existing personal property hereby mortgaged or made subject to the security interest hereby created and every part thereof, and will forever defend the same against the claims of all persons whomsoever.

1.03 Zoning and Environmental Laws. Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Land permit the use and occupancy of the Improvements.

1.04 Taxes and-Liens.

(a) Mortgagor shall pay or bond promptly, when and as due, and shall promptly exhibit to Mortgagee receipts for the payment of all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or

against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attaches or any penalty is incurred.

(b) Mortgagor shall not permit or suffer more than fifteen (15) days any mechanics', laborers', materialmen's, statutory or other lien upon any of the Mortgaged Property.

(c) Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the rent, taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property.

1.05 Insurance.

(a) To the extent there are insurable improvements on the Property, Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may require in no event less than the full insurable value or the loan amount, once we improve the Mortgaged Property, insuring the Mortgaged Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Mortgagee may require including flood damage, and shall pay promptly, when due, any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them, and the coverages provided shall be reasonably acceptable to Mortgagee. All such policies and renewals thereof shall be held by Mortgagee and shall contain a noncontributory mortgagee endorsement making losses payable to Mortgagee. The coverage under such policies shall be limited to the improvements now or hereafter located on the Mortgaged Property. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. Delivery of the insurance policies and renewals thereof shall constitute an assignment to Mortgagee, as further security, of all unearned premiums. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. Mortgagee may at any time at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine without prejudice to its right to foreclose hereunder should Mortgagor fail or refuse to keep said premises so insured.

(b) Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies, and Mortgagee is hereby authorized and empowered in its reasonable discretion, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and

receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone, and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds, at its option either toward restoring the Improvements or as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or to mature in the future, or at the option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such Improvements or to build new Improvements in their place of for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. If Mortgagee elects to restore the Improvements, any balance of such monies after restoration shall either be applied toward the reduction of indebtedness and other sums secured hereby or shall be paid to Mortgagor. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, liability insurance policies relating to the Mortgaged Property, in such amounts, with such companies and in such form as may be reasonably required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

1.06 Condemnation. If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which terms when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

1.07 Care of Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration

of the Mortgaged Property or any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no fixture or other part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee.

(c) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

(d) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be lost, damaged or destroyed by any casualty, Mortgagor will give immediate written notice thereto to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

1.08 Transfer of Property. Subject to the provisions of Section 4.05 hereof, Mortgagor shall not sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property, without the prior written consent of Mortgagee. If all or any part of the property or an interest therein is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee may at Mortgagee's option declare all the sums secured by this Mortgage to be immediately due and payable. If any person should obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Mortgaged Property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof.

1.09 Intentionally Deleted.

1.10 Leases Affecting Mortgaged Property. Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created, all of which shall be in form and substance subject to the approval of Mortgagee. Mortgagor shall not, without the express written consent of Mortgagee, modify, surrender, terminate or extend any such lease now existing or hereafter created, or permit or suffer an assignment or sublease.

1.11 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including professional fees including reasonable attorney's fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending or completed or proceeding or dispute in which Mortgagee is or might be made a part or appears as a party plaintiff or party defendant and which affects or might affect the Note, or the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property or any action to protect the security hereof. All costs, charges and expenses, except where Mortgagor and Mortgagee are adverse parties unless awarded by the Court, so incurred or paid by Mortgagee shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amounts so incurred or paid by Mortgagee, together with interest thereof at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Provided, however, Mortgagor shall not be liable to pay or reimburse Mortgagee for any such costs, charges and expenses incurred by Mortgagee resulting from Mortgagee's gross negligence or willful misconduct.

1.12 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder or in the performance or observance of any other covenant, condition or term in this Mortgage or in any other instrument securing the Note, after notice and cure, Mortgagee may at its option perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately by Mortgagor. Mortgagee agrees to give Mortgagor written notice of any default not involving the payment of money and allow Mortgagor thirty (30) days from the giving of the notice to cure the default. The amounts so incurred or paid by Mortgagee, together with interest thereof at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this paragraph, or for any other purpose. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.13 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums.

ARTICLE TWO DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) A breach by Mortgagor of any of the covenants, agreements and conditions of Article One hereof, after notice and opportunity to cure as set forth in the Loan Documents.

(b) Failure by Mortgagor or Borrower to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage and Security Agreement, or any other instrument securing the Note or any other instrument of collateral to the Note or executed in connection with the sums secured hereby.

(c) If (A) Mortgagor: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself Mortgaged Property or of any or all of the rents, or of all of any substantial part of the revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes an admission in writing of its inability to pay its debts generally as they become due; or (B) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or (C) any trustee, receiver or liquidator of Mortgagor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

(d) Default by Mortgagor under any agreement or obligation of Mortgagor affecting any portion of the Mortgaged Property, or any other documents or instruments securing any other indebtedness of Mortgagor to Mortgagee, if such default is not cured within any grace period permitted therein and if such default permits the holder to cause such obligation to become due prior to its stated maturity. Mortgagor shall notify Mortgagee in writing of the occurrence of such default, specifying the nature of such default.

(e) Material breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee, after giving Mortgagor fifteen (15) days advance written notice and opportunity to cure in the case of payment defaults or thirty (30) days advance written notice and opportunity to cure in the case of all other defaults, may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. In the case of non-monetary defaults, if Mortgagor has exercised reasonable efforts to cure or cause to be cured the default within thirty (30) days, Mortgagor's cure period shall be extended for such time as is reasonable to cure the default.

2.03 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee along with all books, papers and accounts of Mortgagor, to the entry of which judgment or decree Mortgagor hereby specifically consents,

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee; all as Mortgagee in its reasonable judgment from time to time may determine; and

Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (1) the reasonable compensation, expenses and disbursements of the agents and attorneys; (2) the cost of insurance, taxes, assessments and other proper charges upon the Mortgaged Property or any part thereof-, (3) the deposits for taxes and assessments and insurance premiums due; and (4) the payment of accrued interest on the Note.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all that is due upon such interest, tax and insurance deposits and principal installments, and under any of the terms of this Mortgage, shall have been paid and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.05 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.06 Purchase by Mortgagee. Upon any such foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

2.07 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, Mortgagee may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash and for the costs and expenses of the sale, compensation and other charges, in paying the purchase price apply any portion of or all sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

2.08 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, deficiency judgment obtained by Mortgagee against Mortgagor, and or appraised for the purpose of reducing any agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

2.09 Receiver. If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the state where the Land is located and such other powers as the court making such appointment shall confer. The expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee, whether received pursuant to this Paragraph or Paragraph 2.04. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as secured party hereunder to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to, Mortgagee.

2.10 Suits to Protect the Mortgaged Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order may impair the security hereunder or be prejudicial to Mortgagee's interest.

2.11 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Note, this Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor or Borrower after such date.

2.12 Mortgagor to Pay the Note on Any Default in Payment: Application of Monies by Mortgagee.

(a) If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other sums secured hereby; and if Mortgagor shall fail to pay the same forthwith upon such demand, Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and

disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal in connection therewith, Mortgagee shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Mortgagee and no attachment or levy or any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies collected or received by Mortgagee under this Paragraph 2.12 shall be applied as follows:

(i) First to the payment of reasonable compensation, expenses and disbursements of the agents and attorneys; and

(ii) Second, to payment of amounts due and unpaid under the Note, this Mortgage and all other instruments securing the Note.

2.13 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

2.14 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof, (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument securing the Note; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other instrument securing the Note; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of

Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor.

No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby. In the event of then sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Mortgagee, without notice to any person, firm or deal with any such vendee concerning the indebtedness secured corporation, is hereby authorized and empowered to hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.15 Discontinuance of Proceedings Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had occurred or had been taken.

2.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under then Note or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

ARTICLE THREE MISCELLANEOUS PROVISIONS

3.01 Heirs, Successors, and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

3.02 Addresses for Notices, etc. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or three (3) days following the date when deposited in the mail by registered or certified U.S. Mail, return receipt requested, with sufficient postage prepaid, addressed to MORTGAGOR at: 13 E. Canal Street, Sumter, SC 29150, Attn: Gary M. Mixon, and to MORTGAGEE at: One Riverwood Drive, Moncks Corner, South Carolina 29461, Attention: Pamela Williamson.

3.03 Heading. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

3.04 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

3.05 Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.06 Governing Law. This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of South Carolina, with reference to the laws of such State, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law).

3.07 Default Rate. The Default Rate shall be the default rate as set out in the Note.

ARTICLE FOUR LENDING PROVISIONS

4.01 Breach of Loan Documents. Notwithstanding anything to the contrary contained in this Mortgage or in the Note, or in any other instrument securing the loan evidenced by such Note, upon an Event of Default, unless cured in accordance with the terms of the Mortgage, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder, immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage in the event of a breach by Mortgagor of any covenant contained in this Mortgage, the Note, or any other Loan Document. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Borrower in accordance with the provisions contained in the Loan Documents. All advances and indebtedness arising and accruing under the Loan Documents from time to time shall be secured hereby.

4.02 Waiver of Jury Trial. MORTGAGOR CONSENTS AND AGREES THAT ALL LEGAL ACTIONS BROUGHT IN CONNECTION WITH THE NOTE, MORTGAGE, AND ANY OTHER LOAN DOCUMENTS MAY BE COMMENCED OR ADJUDICATED IN SUMTER COUNTY, SOUTH CAROLINA. **MORTGAGOR WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

(Signature Page Follows)

4.03 **WAIVER OF APPRAISAL RIGHTS:** The Laws of the South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty (30) days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court could be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED BORROWER HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

WITNESSES:

BORROWER:

SUMTER COUNTY

By: Gary M. Mixon
Its: County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

ACKNOWLEDGMENT

I, _____, a Notary Public of the State and County aforesaid, do hereby certify that Gary M. Mixon, as County Administrator of Sumter County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal, this ____ day of _____, 2018.

Notary Public for South Carolina
My Commission Expires: _____

Exhibit "A"
(Legal Description of Land)

All that certain, piece, parcel or lot of land, situate, lying and being in the County of Sumter, State of South Carolina containing approximately 22.9 acres measured by courses and distances as follows: Starting at the northwestern corner of the right-of-way intersection of North Wise Drive and Jefferson Road (P.O.B.) and running along the right-of-way of Jefferson Road S085°-34'-25"W for 384.18 feet, then S079°-00'-24"W for 271.69 feet, then S062°-44'-47"W for 229.96 feet, then turning and running N023°-53'-46"W for 922.90 feet, then turning and running N060°-46'-27"E for 1069.14 feet to the right-of-way of North Wise Drive and following along the North Wise Drive right-of-way S010°-16'-46"E for 211.63 feet, then S016°-18'-22"E for 539.78 feet, then S011°-55'-44"E for 129.02 feet, then S009°-28'-26"E for 150.13 feet, then S006°-57'-26"E for 150.00 feet back to the Point of Beginning (P.O.B), all courses and distances being more or less.

This parcel is part of the property conveyed to Sumter County by deed of Stanley G. Brading, Jr. and Brading Family Properties, LLC, f/k/a Brading Family Properties, LP dated December 20, 2011 and recorded in the Office of the Register of Deeds for Sumter County on December 20, 2011 in Book 1164 at page 2921.

TMS No. 231-00-01-004(p).

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 member-owned 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.

2. **Conclusions.** 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. County Representations. 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 Ordinance No. 18-892, effective September 11, 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 Ordinance, 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 or 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. **Loan.** 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. **Interest.** 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 Exhibit A attached hereto and made a part hereof.

- ii. Subsequent Interest Rate. 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. Payment of Interest. 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 Exhibit A.
- b. Repayment of Principal. 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. Events of Default. 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. Cure. 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. Remedies. 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. Agreement means this Intergovernmental Loan Agreement by and between the Authority and County.
- b. County means Sumter County, South Carolina a political subdivision of the State of South Carolina.
- c. Effective Date means the date of signing of the Agreement by both Parties.
- d. Loan means the loan between the Parties documented in this Agreement.
- e. Loan Amount means \$1,000,000.00.
- f. Loan Term means a ten (10) year period that shall begin with the Effective Date.
- g. Outstanding Principal Balance 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. State means the State of South Carolina.

9. **Miscellaneous Terms.**

- a. Applicable Law. This Agreement is subject to and governed by South Carolina Law.
- b. Assignment and Transfer. Neither Party shall assign any right or interest it has in this Agreement to a third party.
- c. Construction. The following rules of construction apply to this Agreement:
 - i. 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. Cure of Default or Breach. 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. Duplicate Originals. 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. Integration. 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. Modification. To be enforceable, any purported modification of this Agreement must be in writing and signed by both Parties.

- h. Notice. 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:
1. If to the County:
Gary M. Mixon
Sumter County Administrator
13 E. Canal Street
Sumter, SC 29150
 2. If to Santee Cooper:
South Carolina Public Service Authority
Attn: Manager, Economic Development
P.O. Box 2946101
Moncks Corner, SC 29461-6101
- i. Litigation. 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. Waiver. 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. Acknowledgment. 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]

9

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 _____
day of _____, 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	
, 2019	\$ 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)
<hr/>				
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.

ORDINANCE NO. 18-892

**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**

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 Intergovernmental Loan Agreement with the South Carolina Public Service Authority and agrees to secure that Agreement with a Mortgage on the 22.9 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.

THE COUNTY COUNCIL FOR SUMTER COUNTY,

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: September ___, 2018

Third Reading and Adoption: September _____, 2018.



South Carolina Department of Alcohol and Other Drug Abuse Services

HENRY McMASTER
Governor

SARA GOLDSBY
Director

July 30, 2018

Sheriff Anthony Dennis
Sumter County Sheriff's Office
1281 North Main Street
Sumter, South Carolina 29153

Dear Sheriff Dennis:

In recognition of the lives that have been saved by your officers' administration of Narcan in Sumter County, Governor Henry McMaster will present the Sumter County Sheriff's Office with a special award during the 2018 South Carolina Governor's Opioid Summit on September 6 at the Columbia Metropolitan Convention Center.

The award presentation will take place during lunch, which is scheduled from 11:30 a.m. to 1:00 p.m. Immediately following lunch, we will move to a private room for individual photographs with Governor McMaster and SLED Chief Mark Keel.

Please confirm your ability to attend by e-mailing Jimmy Mount of my staff at jmount@daodas.sc.gov by August 27. If you are unable to join us for the Summit on September 6, please send Mr. Mount the name of your agency's representative who will attend.

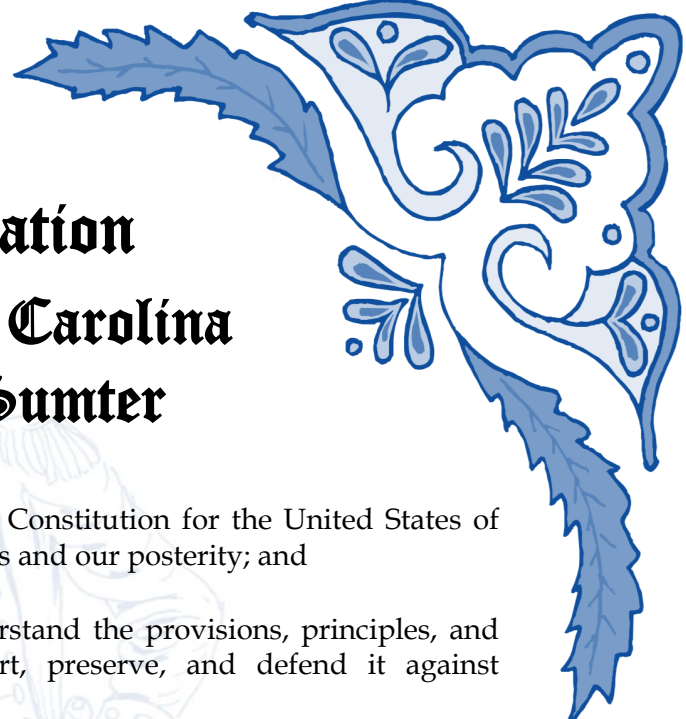
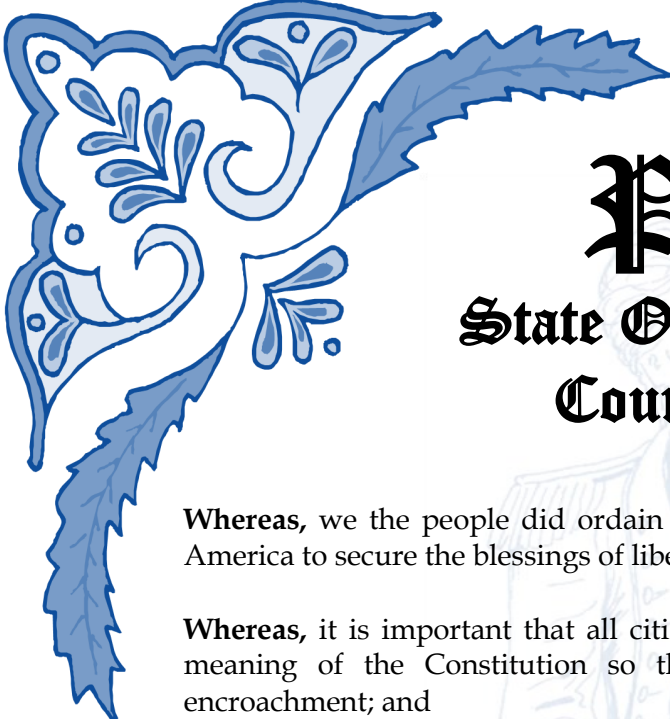
Thank you for your dedication to fighting the opioid epidemic in our state and to saving the lives of those citizens who are impacted by this health crisis.

Sincerely,

A handwritten signature in blue ink, reading "Sara Goldsby", is positioned above the printed name and title.

Sara Goldsby
Director

SG/jmm



Proclamation

State Of South Carolina

County Of Sumter

Whereas, we the people did ordain and establish a Constitution for the United States of America to secure the blessings of liberty for ourselves and our posterity; and

Whereas, it is important that all citizens fully understand the provisions, principles, and meaning of the Constitution so they can support, preserve, and defend it against encroachment; and

Whereas, the President and the Congress of the United States have designated September 17th as Citizenship Day and the week of September 17-22, 2018, as Constitution Week; and

Whereas, the people of the County of Sumter do enjoy the blessings of liberty, the guarantees of the Bill of Rights, equal protection of the law under the Constitution, and the freedoms derived from it;


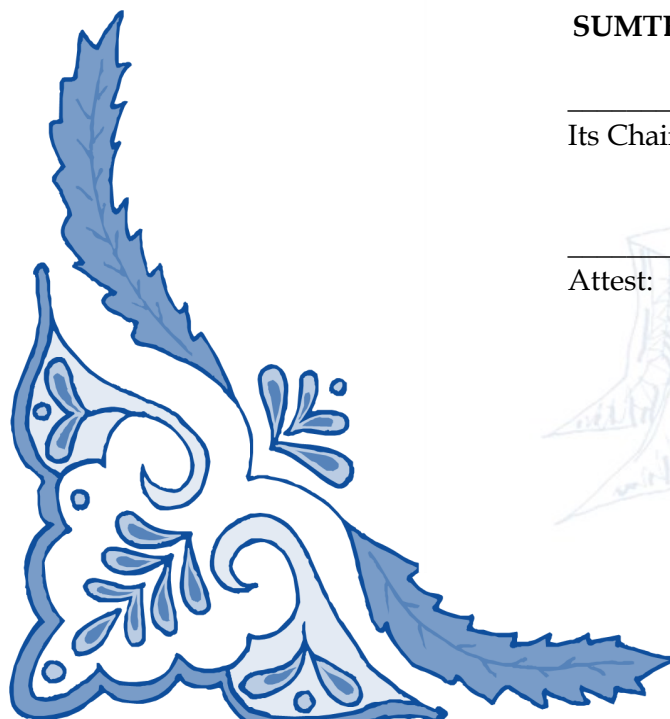
NOW THEREFORE, I, Naomi D. Sanders, Chairman of Sumter County Council, do hereby proclaim September 17th as Citizenship Day and the week of September 17th through September 22rd as **Constitution Week**, and invite every citizen and institution to join in this national commemoration.

IN WITNESS THEREOF, I have hereunto set the Seal of Sumter County to be affixed this 11th Day of September 2018.

SUMTER COUNTY COUNCIL

Its Chairman: James T. McCain

Attest: Mary W. Blanding, Clerk to Council



RESOLUTION
Community Development Block Grant Funding
for the
Shannontown Neighborhood of Sumter County

WHEREAS, Sumter County has determined that abandoned and dilapidated houses in the Shannontown Neighborhood (target area bounded by Red Bay Rd, Manning Avenue, Belmont Rd, and Weatherly Rd) present a hazard to the public; and,

WHEREAS, Sumter County has determined that these problems directly impact the County's ability to provide for the people of this neighborhood a safe environment in which to live, work, play and grow; and,

WHEREAS, Sumter County applied for funding from the Community Development Block Grant Program (CDBG) in the South Carolina Department of Commerce, to alleviate obstacles to the people of this community to have a safe environment in which to live, work, play and grow; through the CDBG program for removal of vacant, dilapidated structures in the Shannontown Neighborhood of the County; and,

WHEREAS, the completion of the project would directly benefit residents within Sumter County, of which at least 51% qualify as having low-to-moderate incomes; and,

WHEREAS, the CDBG Grant award requires a commitment by the County of \$47,190 in cash or in-kind services.

NOW, THEREFORE BE IT RESOLVED, by the County Council of Sumter County, South Carolina, that:

1. County Council hereby endorses the Shannontown Neighborhood Community Enrichment Project because it will greatly benefit the quality of life and safety of residents; and,
2. The County Administrator shall be and is authorized to commit funds in the amount of \$47,190 to meet the matching commitment required by the CDBG program. Cost savings should be prorated among the funding sources unless otherwise approved.

DONE AND ADOPTED this the ____ day of _____, 2018 by the County Council of Sumter County as duly assembled.

APPROVAL
For Sumter County

ATTEST:

The Honorable James T. McCain, Jr, Chair

Mary Blanding, Clerk to Council

ORDINANCE NO. 18-899

**AN ORDINANCE AUTHORIZING
THE TRANSFER OF PROPERTY ON JEFFERSON ROAD TO BECTON, DICKINSON
AND COMPANY**

- WHEREAS*, Sumter County currently owns a discrete parcel of land on Jefferson Road which is part of an old railroad right-of-way, measuring approximately 1.38 acres in size, which is identified as part of TMS number 232-00-01-003; and
- WHEREAS*, Sumter County uses the parcel as a part of the Cypress Trail, which is a recreational walking and biking trail; and
- WHEREAS*, Becton, Dickinson and Company owns the adjoining real property on the western border of the subject tract that is identified as TMS number 231-00-04-001 on which its Sumter plant is located; and
- WHEREAS*, Becton, Dickinson and Company plans to acquire 15 acres on the eastern border of the subject tract as a part of its planned expansion more specifically described in the Fee in Lieu of Tax and Incentive Agreement dated June 12, 2018 as approved by Sumter County Ordinance 18-885; and
- WHEREAS*, Becton, Dickinson and Company plans to use the property described herein so that it will own its existing parcel, the subject parcel and the 15 acres that it plans to acquire and have continuity of ownership of the contiguous tracts so that it may expand its operations and employ more people; and
- WHEREAS*, The Cypress Trail will be re-routed around the perimeter of the 15-acre parcel on the eastern boundary of the subject tract that Becton, Dickinson and Company plans to acquire;
- WHEREAS*, Sumter County does not need the property described herein for any public purpose;

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

That the Sumter County convey to Becton, Dickinson and Company the parcel described as follows:

All that certain piece, parcel or lot of land located on Jefferson Road, containing 1.38 acres, more or less, shown and delineated as "SUMTER COUNTY" on a plat prepared by William E. Lindler dated January 12, 2018 to be recorded in the Office of the Register of Deeds for Sumter County.

The Chairman of Sumter County Council is authorized to sign the Deed conveying the property to Becton, Dickinson and Company after Becton, Dickinson and Company acquires the 15-acre parcel on the eastern border of the subject property.

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

BY: _____
James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____
Mary W. Blanding

ITS: Clerk to County Council

First Reading: _____, 2018.

Second Reading: _____, 2018.

Notice of Public Hearing published in
The Item: _____, 2018.

Public Hearing Held: _____, 2018.

Third Reading and Adoption: _____, 2018.

ORDINANCE NO. 18--900

**AN ORDINANCE AUTHORIZING THE
APPOINTMENT OF CODE ENFORCEMENT OFFICERS BY RESOLUTION**

WHEREAS, §4-9-145 of *The Code of Laws of South Carolina*, (1986, as amended) provides that the governing body of a county may appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the county; and

WHEREAS, such appointed officers are vested with all the powers and duties conferred by law upon constables in addition to duties imposed upon them by the governing body of the county except that no code enforcement officer commissioned appointed under §4-9-145 of *The Code of Laws of South Carolina*, (1986, as amended) may perform a custodial arrest; and

WHEREAS, such appointed code enforcement officers must exercise their powers on all private and public property within the county but the governing body of the county may limit the scope of a code enforcement officer's authority or the geographic area for which he is authorized to exercise the authority granted,

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. The County Council for Sumter County, pursuant to the provisions of S.C. Code 1976, § 4-9-145, as amended, shall appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of Sumter County.
2. Recommendation for appointments shall be made to the County Council by the Sumter County Administrator.

3. Code enforcement officers shall be appointed and commissioned by resolution of the County Council. Any and all proposed resolutions appointing a code enforcement officer shall be placed on the Agenda of the County Council for its approval.

4. The officers appointed and commissioned hereafter shall be vested with all the powers and duties conferred by law upon constables in addition to duties imposed upon them by the ordinances of the county. However, no code enforcement officer commissioned pursuant to this ordinance shall perform a custodial arrest.

5. The officers appointed and commissioned hereafter shall exercise their powers on all private and public property within the unincorporated areas of the county.

6. The officers and appointed and commissioned hereafter shall be sworn in by the Clerk of Court for Sumter County as soon as practicable after their respective appointments.

7. The officers appointed and commissioned hereafter shall serve while they are employed by Sumter County, the Sumter City-County Building Department or the Sumter City-County Planning Commission in the position of a code enforcement officer.

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

BY: _____
James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____
Mary W. Blanding

ITS: Clerk to County Council

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading and Adoption: _____, 2018

ORDINANCE NO. 18-892

**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**

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 Intergovernmental Loan Agreement with the South Carolina Public Service Authority and agrees to secure that Agreement with a Mortgage on the 22.9 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.

THE COUNTY COUNCIL FOR SUMTER COUNTY,
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: September ____, 2018

Third Reading and Adoption: September _____, 2018.



Sumter County Mapping Department

1 inch = 111 feet

ORDINANCE NO. 18--898

**AN ORDINANCE AUTHORIZING THE TRANSFER OF
OHANA CIRCLE TO
THE ADJOINING PROPERTY OWNERS**

WHEREAS, Ohana Circle appears on the Sumter County Auditor's Tax Map Sheet Number 211-00 and extends north from Lloyd Drive across the property of Charles Clayton Coleman and Tammy B. Coleman to the property shown as tax parcel 210-00-03-029 currently owned by Kevin B. Smith and Rebecca A. Smith where it ends; and

WHEREAS, Ohana Circle is a paved road that has been maintained by the Sumter County Public Works Department; and

WHEREAS, Ohana is unnecessary for public use; and

WHEREAS, the County neither claims nor denies that it has a dedicated right-of-way to Ohana Circle; and

WHEREAS, the County has determined that there is little use of Ohana Circle by the general public, that the cost of maintenance of Ohana Circle is quite high compared to the low use thereof, and that the proposed discontinuance will result in the savings to the County in maintenance costs and that the proposed discontinuance will not adversely affect travel on Lloyd Drive or live in the vicinity of Ohana Circle; and

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

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

1. That Sumter County hereby abandons its interest in Ohana Circle and hereby deletes Ohana Circle from Sumter County's maintained road system.
2. That this Ordinance does not affect any rights in or to Ohana Circle other than the

rights of Sumter County therein, should any there be.

3. The Sumter County Administrator has complete authority to execute any deeds or other legal instruments necessary to carry out the provisions of this resolution.

4. That Sumter County convey to Charles Clayton Coleman and Tammy B. Coleman, by quitclaim deed, its interest in Ohana Circle provided that the current owners of tax parcel 210-00-03-029, which has an address of 2165 Lloyd Drive, are granted an easement appurtenant for ingress and egress along the existing the path of Ohana Circle.

5. This Ordinance shall take effect upon its adoption.

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

BY: _____
James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____
Mary W. Blanding
ITS: Clerk to County Council

First Reading: _____, 2018

Second Reading: _____, 2018

Notice of Public Hearing published in
The Item: _____, 2018

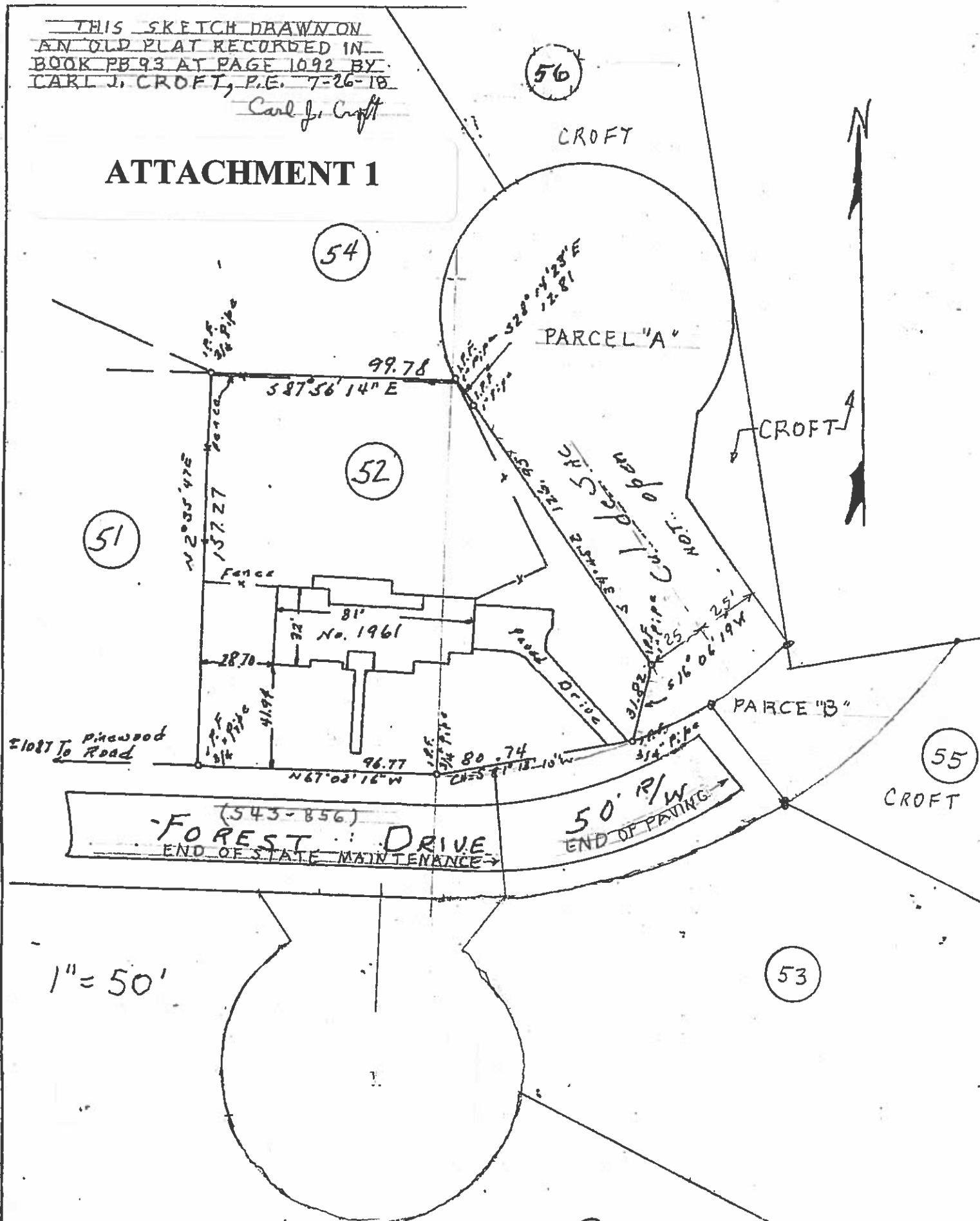
Public Hearing Held: _____, 2018

Third Reading and Adoption: _____, 2018

THIS SKETCH DRAWN ON
AN OLD PLAT RECORDED IN
BOOK PB 93 AT PAGE 1092 BY
CARL J. CROFT, P.E. 7-26-18

Carl J. Craft

ATTACHMENT 1



South Carolina SUMTER COUNTY SUMTER TWP.
The above represent Lot No. 52 in FAIRVIEW
SUB. SECTION No 2 shown on a plat in p.b. 232 pg 77.

ORDINANCE NO. 18--893

**AN ORDINANCE AUTHORIZING THE TRANSFER OF
FOREST DRIVE CUL-DE-SAC TO
THE ADJOINING PROPERTY OWNER**

WHEREAS, cul-de-sac at the east end of Forest Drive appears on Sumter County Tax Map Sheet 206-13 as a street as a consequence of the recording of the plat of the Fairview Subdivision – Section 2 in the Office of the Register of Deeds for Sumter County in Plat Book Z-32 at Page 77 on August 11, 1972; and

WHEREAS, the referenced cul-de sac was never improved or used as a street for ingress and egress; and

WHEREAS, Carl J. Croft owns the adjoining property on the north, east and southeast shown on the referenced plat as Lots 54, 55 and 56, the small parcels with hash lines and the parcel labeled as “WAITERS,” which lots and parcels are identified on the referenced Tax Map Sheet as tax parcels 206-13-02-016, 206-13-02-021, 206-13-02-017, 206-13-02-018 1 and 206-12-03-0101; and

WHEREAS, Sumter County neither claims nor denies that it has a dedicated right-of-way to the referenced streets; and

WHEREAS, Sumter County has determined in regard to the referenced streets that there is no use thereof by the general public; and

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

WHEREAS, Carl J. Croft has requested that Sumter County abandon its interest, if any, in the 50-foot right-of-way and 120-foot diameter cul-de-sac shown as Forest Drive and convey its interest, if any, in the property to him as the adjoining property owner,

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. That Sumter County hereby abandons its interest in the cul-de-sac at the east end of Forest Drive shown as Parcels "A" and "B" on the attached sketch prepared on July 26, 2018 and attached hereto as Attachment 1.
2. That Sumter County Administrator has complete authority to execute any deeds or other legal instruments necessary to carry out the provisions of this Ordinance.
3. That Sumter County convey to Carl J. Croft, by quitclaim deed, its interest in the cul-de-sac at the east end of Forest Drive property shown on Attachment 1 as Parcels "A" and "B".
4. This Ordinance shall take effect upon its adoption.

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

BY: _____

James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____

Mary W. Blanding

ITS: Clerk to County Council

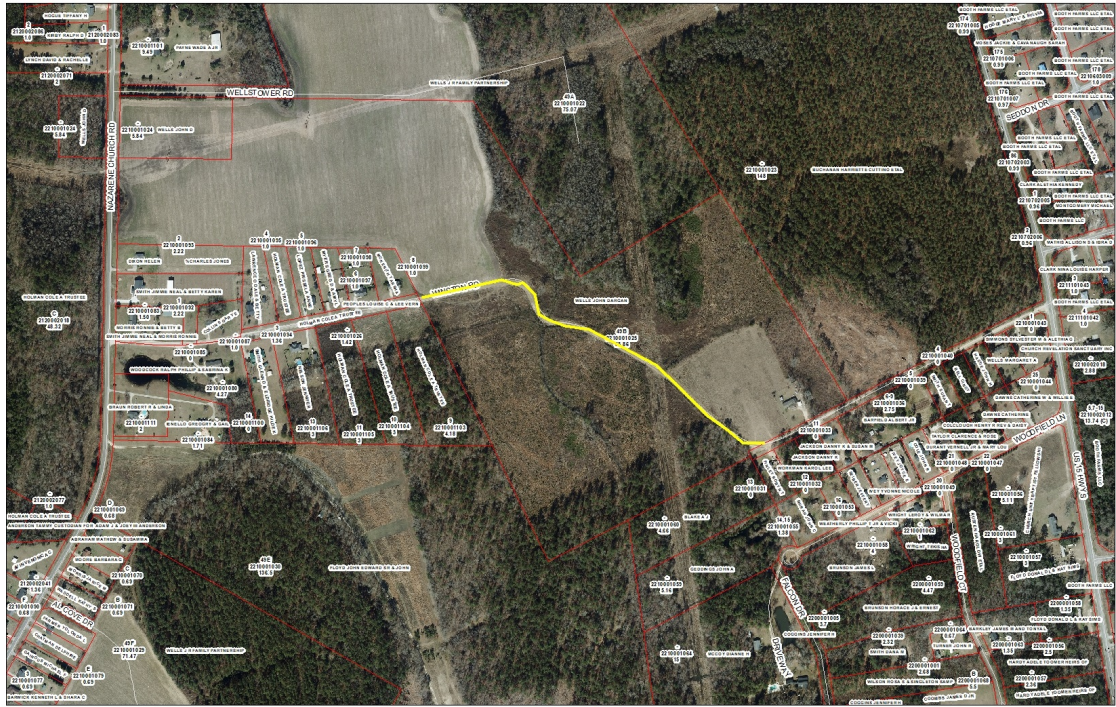
First Reading: _____, 2018

Second Reading: _____, 2018

Notice of Public Hearing published in
The Item: _____, 2018

Public Hearing Held: _____, 2018

Third Reading and Adoption: _____, 2018



Sumter County Mapping Department
1 inch = 340 feet

ORDINANCE NO. 18--894

**AN ORDINANCE AUTHORIZING THE TRANSFER OF
PART OF WINSTON ROAD TO
THE ADJOINING PROPERTY OWNER**

WHEREAS, Winston Road appears on Sumter County Tax Map Sheet 221-00 as a partially dedicated road which has been paved recently and a partially non-dedicated dirt road that crosses the property of John Dargan Wells; and

WHEREAS, John Dargan Wells owns the property identified on the tax maps for Sumter County as TMS#221-00-01-025; and

WHEREAS, the portion of Winston Road that crosses the property of John Dargan Wells is a dirt road and has never been accepted into the Sumter County Road System for maintenance; and

WHEREAS, Sumter County Council has determined that the part of Winston Road that runs through the property John Dargan Wells is of no legitimate use by the general public; and

WHEREAS, property owners who live along the part of Winston Road which has been accepted for maintenance into the Sumter County Road system and which has been paved recently have asked that Sumter County abandon any interest that it has in that part of Winston Road that crosses the land of John Dargan Wells so that nefarious and nuisance activities such as illegal dumping which occur on the dirt road may be brought under control; and

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

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

1. That Sumter County hereby abandons its interest in the part of Winston Road which crosses the land of John Dargan Wells, which property is identified on the Sumter County Tax

Maps as parcel 221-00-01-025 and which property is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the Privateer Township, Sumter County, State of South Carolina, containing eighty-three and 86/100 (83.86) acres, more or less, said tract being more fully shown and delineated as Tract No. 49-B on division plat of the Estate of James R. Wells, Sr., made by Palmer & Malone, C.E., dated October 6, 1960, which plat is recorded in the Office of the Register of Deeds for Sumter County in Plat Book Z-17 at Page 86.

2. That the Sumter County Administrator has complete authority to execute any deeds or other legal instruments necessary to carry out the provisions of this Ordinance.

3. That Sumter County conveys to John Dargan Wells, by quitclaim deed, its interest in the part of Winston Road that crosses his property in accordance with the terms of the draft quitclaim deed attached hereto and incorporated herein by reference.

4. That Sumter County shall continue to maintain in its road maintenance system the part of Winston Road that has been accepted for maintenance and that has been paved recently.

5. This Ordinance shall take effect upon its adoption.

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

BY: _____
James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____
Mary W. Blanding

ITS: Clerk to County Council

First Reading: _____, 2018

Second Reading: _____, 2018

Notice of Public Hearing published in
The Item: _____, 2018

Public Hearing Held: _____, 2018

Third Reading and Adoption: _____, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

QUITCLAIM DEED

WHEREAS, Winston Road appears on Sumter County Tax Map Sheets 296-00 and 297-00 as a dedicated sixty-six foot (66') right-of-way; and

WHEREAS, the portion of Winston Road from Bart Davis Road to the Clarendon County line is approximately three thousand and six hundred (3,600) feet in length; and

WHEREAS, William R. McLeod owns property identified on the tax maps for Sumter County as TMS# 296-00-03-003 and TMS# 296-00-03-008 and that property borders the entire eastern side of Winston Road and most of the western side of Winston Road between Bart Davis Road and the Clarendon County line; and

WHEREAS, Sumter County Council has determined that the part of Winston Road that runs through the property William R. McLeod is of no use by the general public; and

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

WHEREAS, William R. McLeod has requested that Sumter County abandon its interest in the part of the right-of-way which runs through his property,

WHEREAS, this conveyance was approved by Sumter County Ordinance number 16-850.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That **the County of Sumter** for and in consideration of the above recitals, the sum of One and No/100 (\$1.00) Dollar and no other consideration, to it in hand paid at and before the sealing of these presents by William R. McLeod, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and quitclaimed, and by these presents does grant, bargain, sell, release and quitclaim unto the said William R. McLeod, his heirs and assigns, the following described property, to wit:

The part of Winston Road, being approximately 3,600 in length and being sixty-six (66) feet in width, beginning at Bart Davis Road and proceeding to the southeast to the Clarendon County line.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said William R. McLeod, his heirs and assigns forever.

WITNESS its Hand and Seal this _____ day of June, in the year of our Lord Two Thousand and Sixteen and in the two hundred and fortieth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF SUMTER

By: _____
Gary M. Mixon
County Administrator

Attest:

Mary W. Blanding
Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PERSONALLY appeared before me the undersigned witness, who being sworn says that (s)he saw the within named County of Sumter, by its authorized officers, sign, seal and as its act and deed, deliver the within written Quitclaim Deed; and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of June, 2016.

Notary Public for South Carolina
My commission expires: _____

Grantees' Address:

Sumter, SC 29154

September 10, 2018

Mr. John Dargan Wells, Jr.
213 Coca Way
Cataula, GA 31804

Re: Abandonment of Interest in Winston Road; Sumter County Tax Parcel 221-00-01-025

Dear Mr. Wells:

Sumter County Administration has been asked by Mr. Kenny Jackson, who lives at 600 Winston Road, to abandon its interest and to stop grading the part of Winston Road shown in yellow on the enclosed aerial photograph. Mr. Jackson's reasons for the request are:

- 1) to stop the illegal dumping under the power lines;
- 2) to stop the nuisance four-wheeler traffic; and
- 3) to stop other apparently nefarious activity on the referenced tax parcel along the road.

According to the records of Sumter County, that part of Winston Road was never accepted into the Sumter County Road System for maintenance but has been graded from time to time as an accommodation to those who have used it as a short cut between Nazarene Church Road and U.S. Highway 15 South.

Sumter County Council will have a public hearing on the matter on Tuesday, August 28 during its regular meeting which will start at 6:00 p.m. You are invited to attend and to speak on the request. If you would like to discuss this matter with me, please call my office at (803) 774-3877.

If Sumter County Council decides to abandon whatever interest it may have in Winston Road, it will convey any interest it has by quitclaim deed to the adjoining property owner as is its practice in cases like this one. According to the records in the Office of the Register of Deeds for Sumter County, the last deed in the chain of title was to John Dargan Wells by a Partition Deed among the heirs of John R. Wells, Sr. That deed was recorded on November 12, 1960 in Deed Book O-8 at page 380. If John Dargan Wells is still the owner of record when the time comes to prepare and record the quitclaim deed, that deed will be made showing him as the Grantee.

I had a conversation with Mr. Jackson earlier today and he suggested that I contact you. As mentioned, the real estate records show that your father owns the 84 acres across which Winston Road passes but Mr. Jackson suggested that I write to you about this matter given your father's age. Please discuss this matter with your father and then contact me, or have your father contact me, to let me know how he would like to proceed.

Sincerely,

Johnathan W. Bryan

JWB/net

Enclosure

ORDINANCE NO. 18--895

**AN ORDINANCE AUTHORIZING THE TRANSFER OF
PART OF EARLE STREET TO
THE ADJOINING PROPERTY OWNERS**

WHEREAS, Earle Street is a dirt street that runs between Manning Avenue and South Lafayette Drive and appears on Sumter County Tax Map Sheet 251-01; and

WHEREAS, Sumter County plans to enhance Manning Avenue with funds from the most recently approved Capital Projects Sales Tax along with funds provided by the federal government; and

WHEREAS, the planned visual and traffic flow enhancements for Manning Avenue will be further aided if Sumter County abandons its interest in the one block of Earle Street between Manning Avenue and South Harvin Street and deletes that section of Earle Street from the County Road System for maintenance and conveys the right-of-way to the adjoining property owners by quitclaim deeds; and

WHEREAS, Karen D. Owens-Blanding and Antonio G. Owens own the property on the north side of Earle Street identified as Sumter County Tax Parcel 251-01-02-007, Honey Chicken, LLC owns part of the property on the south side of Earle Street which property is identified as Sumter County Tax Parcel 251-01-02-027 and Tony Cunningham owns the remainder of the property on the south side of Earle Street which property is identified as Sumter County Tax Parcel 251-01-02-028; and

WHEREAS, Sumter County acknowledges that it maintains a right-of-way for the referenced street; and

WHEREAS, Sumter County has determined in regard to the referenced street that there is not much use thereof by the general public; and

WHEREAS, the public purpose of enhancing the appearance and traffic flow of Manning Avenue will be aided by Sumter County abandoning its interest in the section of Earle Street between Manning Avenue and South Harvin Street; and

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

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

1. That Sumter County hereby abandons its interest in the part of Earle Street between Manning Avenue and South Harvin Street.
2. That the Sumter County Administrator has complete authority to execute any deeds or other legal instruments necessary to carry out the provisions of this Ordinance.
3. That Sumter County convey to the adjoining property owners by quitclaim deeds, its interest in the part of the right-of-way of Earle Street where their respective parcels adjoin the street.
4. This Ordinance shall take effect upon its adoption.

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

BY: _____

James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____

Mary W. Blanding

ITS: Clerk to County Council

First Reading: _____, 2018

Second Reading: _____, 2018

Notice of Public Hearing published in

The Item: _____, 2018

Public Hearing Held: _____, 2018

Third Reading and Adoption: _____, 2018

FILE COPY

August 20, 2018

Mr. Tony Cunningham
2330 Tolkien Lane
Sumter, SC 29150

Re: Abandonment of Interest in Earle Street;
Sumter County Tax Parcel 251-01-02-028

Dear Mr. Cunningham:

Sumter County has been asked to abandon its interest and to stop grading the part of Earle Street between Manning Ave and S. Harvin Street. My understanding is abandoning Sumter County's interest in that dirt street and conveying the right-of-way to the adjoining property owners will make the planned enhancements to Manning Avenue more attractive.

If Sumter County Council decides to abandon its interest in Earle Street, it will convey its interest by quitclaim deed to the adjoining property owners. Since you own parcel 251-01-02-028, you would be entitled to a quitclaim deed for that part of Earle Street colored in pink on the enclosed aerial photograph. Please let me know whether you would like to receive a quitclaim deed for the part of Earle Street shown in pink and then combine that with your existing parcel. Please call (803) 774-3877 or write to me at 13 E. Canal Street, Sumter, SC 20150. You may also call or write if you have questions or concerns.

Sumter County Council will have a public hearing on the matter on Tuesday, August 28 during its regular meeting at 6:00 p.m. in Council Chambers on the third floor of the County Administration Building, 13 E. Canal Street, Sumter, SC. You are invited to attend and to speak on the request.

Sincerely,

Johnathan W. Bryan

JWB/net
enclosure



FILE COPY

JOHNATHAN W. BRYAN
COUNTY ATTORNEY
Telephone: (803)774-3877
Fax: (803)436-2108

Sumter County
Sumter, South Carolina

ADMINISTRATION BUILDING
13 East Canal Street
Sumter, South Carolina 29150-4925

August 20, 2018

Honey Chicken, LLC
921 Manning Ave.
Sumter, SC 29150

Re: Abandonment of Interest in Earle Street; Sumter County Tax Parcel 251-01-02-027

Dear Sir/Madam:

Sumter County has been asked to abandon its interest and to stop grading the part of Earle Street between Manning Ave and S. Harvin Street. My understanding is abandoning Sumter County's interest in that dirt street and conveying the right-of-way to the adjoining property owners will make the planned enhancements to Manning Avenue more attractive.

If Sumter County Council decides to abandon its interest in Earle Street, it will convey its interest by quitclaim deed to the adjoining property owners. Since you own parcel 251-01-02-027, you would be entitled to a quitclaim deed for that part of Earle Street colored in yellow on the enclosed aerial photograph. Please let me know whether you would like to receive a quitclaim deed for the part of Earle Street shown in yellow and then combine that with your existing parcel. Please call (803) 774-3877 or write to me at 13 E. Canal Street, Sumter, SC 20150. You may also call or write if you have questions or concerns.

Sumter County Council will have a public hearing on the matter on Tuesday, August 28 during its regular meeting at 6:00 p.m. in Council Chambers on the third floor of the County Administration Building, 13 E. Canal Street, Sumter, SC. You are invited to attend and to speak on the request.

Sincerely,

Johnathan W. Bryan

JWB/net
enclosure

FILE COPY

August 20, 2018

Karen D. Owens-Blanding and Antonio G. Owens
51 Albert Spears Drive
Sumter, SC 29150

Re: Abandonment of Interest in Earle Street; Sumter County Tax Parcel 251-01-02-007

Dear Ms. Owens-Blanding and Mr. Owens:

Sumter County has been asked to abandon its interest and to stop grading the part of Earle Street between Manning Ave and S. Harvin Street. My understanding is abandoning Sumter County's interest in that dirt street and conveying the right-of-way to the adjoining property owners will make the planned enhancements to Manning Avenue more attractive.

If Sumter County Council decides to abandon its interest in Earle Street, it will convey its interest by quitclaim deed to the adjoining property owners. Since you own parcel 251-01-02-007, you would be entitled to a quitclaim deed for that part of Earle Street colored in green on the enclosed aerial photograph. Please let me know whether you would like to receive a quitclaim deed for the part of Earle Street shown in green and then combine that with your existing parcel. Please call (803) 774-3877 or write to me at 13 E. Canal Street, Sumter, SC 20150. You may also call or write if you have questions or concerns.

Sumter County Council will have a public hearing on the matter on Tuesday, August 28 during its regular meeting at 6:00 p.m. in Council Chambers on the third floor of the County Administration Building, 13 E. Canal Street, Sumter, SC. You are invited to attend and to speak on the request.

Sincerely,

Johnathan W. Bryan

JWB/net
enclosure

ORDINANCE NO. 18--896

**AN ORDINANCE AUTHORIZING THE TRANSFER OF
ALPENGLOW COURT TO
THE ADJOINING PROPERTY OWNER**

WHEREAS, Alpenglow Court appears on Sumter County Tax Map Sheet 151-00 as a street as a consequence of the recording of the plat in the Office of the Register of Deeds for Sumter County in Plat Book 2009 at Page 152 on June 16, 2009; and

WHEREAS, Alpenglow Court was never improved or accepted by Sumter County for maintenance by its Public Works Department; and

WHEREAS, Julius E. Davis, III owns the adjoining property to the west, north and east of Alpenglow Court, having acquired it as part of a 1.28 acre parcel of land by the deed from Wilma C. Parker recorded in the Office of the Register of Deeds for Sumter County in Volume 794 at Page 1920 which property now appears as Sumter County Tax Parcel 151-00-02-021; and

WHEREAS, Alpenglow Court was part of that same 1.28 acre parcel of land before it was drawn on the Sumter County tax maps as a street; and

WHEREAS, Sumter County neither claims nor denies that it has a dedicated right-of-way to the referenced street; and

WHEREAS, Sumter County has determined in regard to the referenced street that there is no use thereof by the general public; and

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

WHEREAS, Julius E. Davis, III has requested that Sumter County abandon its interest, if any, in the right-of-way which appears as Alpenglow Court and convey its interest, if any, in the property to him as the adjoining property owner,

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. That Sumter County hereby abandons its interest in Alpenglow Court which is conveyed herein and described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the Providence Township, County of Sumter, State of South Carolina, containing 1.28 acres, more or less, and being more particularly shown and delineated on that certain plat of William E. Lindler, Jr., Professional Land Surveyor, dated February 6, 2001 and recorded in the Office of the Register of Deeds for Sumter County in PB 2001 at page 109 reference to which plat is made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

2. That the Sumter County Administrator has complete authority to execute any deeds or other legal instruments necessary to carry out the provisions of this Ordinance.

3. That Sumter County convey to Julius E. Davis, III, by quitclaim deed, its interest in the approximately 1.28 acres of property in accordance with the terms of the draft quitclaim deed attached hereto and incorporated herein by reference.

4. This Ordinance shall take effect upon its adoption.

THE COUNTY COUNCIL FOR SUMTER COUNTY
SOUTH CAROLINA

BY: _____
James T. McCain, Jr.

ITS: Chairman

ATTEST:

BY: _____

Mary W. Blanding

ITS: Clerk to County Council

First Reading: _____, 2018

Second Reading: _____, 2018

Notice of Public Hearing published in

The Item: _____, 2018

Public Hearing Held: _____, 2018

Third Reading and Adoption: _____, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

QUITCLAIM DEED

WHEREAS, Alpenglow Court appears on Sumter County Tax Map Sheet 151-00 as a street as a consequence of the recording of the plat in the Office of the Register of Deeds for Sumter County in Plat Book 2009 at Page 152 on June 16,2009; and

WHEREAS, Alpenglow Court was never improved or accepted by Sumter County for maintenance by its Public Works Department; and

WHEREAS, Julius E. Davis, III owns the adjoining property to the west, north and east of Alpenglow Court, having acquired it as part of a 1.28 acre parcel of land by the deed from Wilma C. Parker recorded in the Office of the Register of Deeds for Sumter County in Volume 794 at page 1920 which property now appears as Sumter County Tax Parcel 151-00-02-021; and

WHEREAS, Alpenglow Court was part of that same 1.28 acre parcel of land before it was drawn on the Sumter County tax maps as a street; and

WHEREAS, Sumter County neither claims nor denies that it has a dedicated right-of-way to the referenced street; and

WHEREAS, Sumter County has determined in regard to the referenced street that there is no use thereof by the general public; and

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

WHEREAS, Julius E. Davis, III has requested that Sumter County abandon its interest, if any, in the right-of-way which appears as Alpenglow Court and convey its interest, if any, in the property to him as the adjoining property owner

WHEREAS, this conveyance was approved by Sumter County Ordinance Number 18-896.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That **the County of**

Sumter for and in consideration of the above recitals, the sum of One and No/100 (\$1.00) Dollar and no other consideration, to it in hand paid at and before the sealing of these presents by Julius E. Davis, III, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and quitclaimed, and by these presents does grant, bargain, sell, release and quitclaim unto the said Julius E. Davis, III, his heirs and assigns, the following described property, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the Providence Township, County of Sumter, State of South Carolina, containing 1.28 acres, more or less, and being more particularly shown and delineated on that certain plat of William E. Lindler, Jr., Professional Land Surveyor, dated February 6, 2001 and recorded in the Office of the Register of Deeds for Sumter County in PB 2001 at page 109 reference to which plat is made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Julius E. Davis, III, his heirs and assigns forever.

WITNESS its Hand and Seal this _____ day of August, in the year of our Lord Two Thousand and Eighteen and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF SUMTER

By: _____
Gary M. Mixon
County Administrator

Attest:

Mary W. Blanding
Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PERSONALLY appeared before me the undersigned witness, who being sworn
says that (s)he saw the within named County of Sumter, by its authorized officers, sign, seal and
as its act and deed, deliver the within written Quitclaim Deed; and that deponent with the other
witness whose name is subscribed above witnessed the execution thereof.

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

Notary Public for South Carolina

My commission expires: _____

Grantees' Address:
P.O. Box 141
Hwy 521
Dalzell, SC 29040



 **Sumter County Mapping Department**
1 inch = 45 feet

1 inch = 45 feet



Agenda
Sumter County Council
Committee Meeting: Fiscal, Tax, And Property
Tuesday, September 11, 2018 - Held at 5:30 p.m.
County Administration Building -- County Council's Conference Room 13 E.
Canal Street, Sumter, SC

-
- I. **Call to Order:** Committee Chairman, The Honorable James T. McCain, Jr.
 - II. **Invocation:** Council Member, Staff, or Citizen
 - III. **Action On Agenda:** Tuesday, September 11, 2018
 - IV. **New Business:**
 1. Briefing On R-17-03 Listed On Council's Regular Meeting Agenda, and Possible Action By Council If Necessary About Appropriations Of Funds.
 2. Briefing Concerning Ordinance 18-899 As Listed On Council's Regular Agenda And Possible Action If Necessary.
 3. Briefing Concerning Ordinance 18-900 As Listed On Council's Regular Meeting Agenda And Possible Actions If Necessary.
 4. **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.
 5. Additional Agenda Item: _____.
 - V. **Old Business**
 1. None
 - VI. **Adjournment**

<p>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.</p>



**The Fall Feast will be held on Thursday, Sept. 20, 2018
at USC Sumter Nettles Building, from 6-8:30 PM.**

**All-you-can eat local favorites from over 25 vendors!
Live music by Bad Water!**

**Tickets are \$35 in Advance or \$45 at the event (if available).
Tickets are available at the Swan Lake Visitor's Center
(Payment by Cash / Card)
and at Carnivore Butcher & Bottle (Payment by Cash /
Check Only).**



NATIONAL ANTHEM DAY PROJECT

THURSDAY, SEPTEMBER 13, 2018

7:00 P.M.

PATRIOT HALL



SUMTER COUNTY SHERIFF'S OFFICE

ANTHONY DENNIS, SHERIFF

To: Sumter County Council

From: Anthony Dennis, Sheriff

Date: September 7, 2018

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

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

EXECUTIVE TEAM:

LEGAL/INTERNAL AFFAIRS

Contractual Matters - 0

FOIA Requests - 12

Subpoenas - 7

Discovery Requests - 16

Lawsuits:

Filed - 1

Disposed - 1 (partial)

Appeals - 0

Jury / Bench Trials Disposed - 1

Status conferences: 0

Cases scheduled: n/a

DMV Hearings: 1

Fines assessed - \$0.00

Fines suspended - \$0.00

Total fines - \$0.00

Incarcerations - 0

Internal Affairs Investigations - 2

Mileage - 1,487

Training Hours - 1

Civil Papers - 0

Miscellaneous Legal: 9 Consent Orders; 6 Hearings for Consent Orders;

1 DHS employee conduct investigation; 2 Detention Center new job descriptions;

1 Fed. Trade Commission Correspondence and Asset Freeze on Seizure; Correspondence with US State Dept. RE: fugitive Rayney

PROFESSIONAL STANDARDS

SEX OFFENDER REGISTRY:

Required Home Visits – 0
Training Hours – 0
Registrations – 64
New Registrations – 0
Special Operations - 0
Warrants Signed / Arrests – 0
Complaints - 0
Transfers in/out of county – 1
Agency / Division Meetings – 2
Hearings /Trials –0
Annual fees assessed – \$2,100.00
Mileage – 1,724

RECRUITING AND HONOR GUARD:

Applications received – 11
Interviews – 7
Recruiting events - 1
Hiring boards conducted – 0
Public relation events attended - 2
Honor guard events – 0
Background Checks – 0
Special Assignment – 0
Mileage – 1,724

GRANTS AND TESTING:

Grants researched – 3
Grants applied for – 1
Grants Awarded - 2

INFORMATION TECHNOLOGY

Software - 22
Hardware - 4
Virus - 2
E-Mail - 8
Printer - 16
Meetings/Projects – 2
Server Issues – 5

PATROL DIVISION:

PATROL

Accidents Investigated - 6
Arrests – 68
Assist motorists – 31
Complaints – 3000
Driver's license checks – 9
DUI/Data Master – 3
DUS arrests –49
Escorts – 53
Fines assessed – \$59,358.00
Fines suspended – \$4,289.00

Total fines – \$55,069.00

Mental Patients – 6

Mileage – 82,579

Other citations – 137

School visits – 5

Training hours - 241

Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 60

CAT TEAM:

Accidents investigated – 0

Arrests - 23

Assisted motorists – 32

Complaints – 95

COP Meetings – 4

D.U.I. / Data Master – 2

D.U.S. – 14

Driver license checks – 8

Fines assessed – \$44,180.00

Fines suspended – \$ 6,435.00

Total fines – \$37,745.00

Interdiction hours – 187

Mileage – 18,987

Petitions – 0

Saturation hours – 32

Training hours - 86

Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 9

CANINE UNIT:

Search Warrants - 2

Training Hours – 64

Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 0

CRIME PREVENTION:

Complaints – 72

COP Meetings - 17

DARE Classes - 0

Mileage – 4,474

School visits - 5

Training hours – 58

SCHOOL RESOURCE OFFICERS/ ADMINISTRATION:

Arrests- 1

Assisted Motorists – 3

Complaints – 32

DUI – 0

Fines Assessed – 0

Fines Suspended – 0

Total Fines – 0

Mental Patients – 0

Mileage – 5,662

Other Violations – 0

Petitions – 0

Training hours – 0

Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – N/A Other – 0

INVESTIGATIONS:

CRIMINAL INVESTIGATIONS DIVISION:

Accidental/natural death/suicides – 3
Arrests – 56 (Adults – 53) (Juveniles – 3)
Arson – 6
Assaults (general) – 25
Assaults (sexual) – 6
Assist other agencies – 18
B & E auto – 20
Bomb threats – 0
Breach of trust – 11
Burglaries – 47
Child abuse/neglect – 7
Contributing to the delinquency of a minor – 0
Counterfeit/credit card fraud/fraud/forgery – 14
Crime scenes worked – 60
Crime scene hours – 115
Criminal domestic violence – 38
Criminal warrants – 78
Emergency protective custody – 0
Fugitive from justice – 1
Identity theft – 9
Incorrigible child – 2
Indecent exposure – 0
Interfering with the operation of a school bus – 0
Kidnapping – 2
Larcenies (auto) – 14
Larcenies (general) – 37
Lynching – 0
Malicious injury to property – 17
Mileage – 27,626
Missing Person – 0
Murder – 1
Petitions – 3 (Juvenile)
Pointing/presenting a firearm – 4
Recovered property – \$45,650.00
Robberies – 3
Runaways – 1
Search warrants – 19
Stakeouts – 0
Stalking – 3
Stolen Property – \$117,116.00
Threatening a public official – 0
Training Hours – 177
Unlawful use of telephone – 5
Weapons violations – 0

CRIME ANALYSIS AND POLYGRAPH:

Crime analysis reports – 3
Polygraphs – 0

FORENSICS:

Autopsy – 2
Autopsy Hours – 6

NARCOTICS DIVISION:

Arrests – 0
Fines Assessed - \$650.00
Fines Suspended – \$0.00
Total Fines - \$650.00
Mileage – 12,026
Search warrants – 5
Training hours – 29
Drug complaints – 22
Seizures – currency - \$1,574 .00 vehicle(s) - 0
Surveillance – 118 hours
Agencies assisted - SC Highway Patrol – 0 Sumter Police Department – 0 Other – 1
Recovered narcotics: Marijuana wt. – 219.7 grams Marijuana Plants - 0
 Cocaine powder – 1.3 grams Crack cocaine – 4.7 grams
 Heroin – 11.4 grams Methamphetamine – 21.21 grams
 All Pills – 68.5 Other drugs- 0

VICTIM ADVOCATE:

Interviews of Victims/Witnesses - 3
Meetings with Victims and/or families) – 97
Court Appearances – 0
Meetings (interoffice) – 109
Meetings (Prosecutors & Court Officials) – 0
Meetings (other agencies) - 11
Child forensic interviews – 0
Called to scene – 0
Debriefings & Defusings – 0
Special Assignments – 1
Training (Attended & Conducted) – 2
Mileage – 1,452
Disciplinary Hearing/Inmate Representative – 0

CIVIL PROCESS:

WARRANTS DIVISION

Arrests – 1
Attempted service – 305
Bench warrants – 4
Civil Papers - 597
Complaints – 50
Criminal warrants – 0
Executions – 137
Fines Assessed - \$0.00
Fines Suspended - \$0.00
Total Fines - \$0.00
Sheriff's fees – \$5,970.00
Training hours- 10.5
Mileage – 7,224

FAMILY COURT DIVISION:

Arrests – 0
Bench warrants – 36
Criminal warrants – 0
Family Court Security – 22 days 528 hours
Fines Assessed - \$38,809.84
Fines Suspended - \$0.00
Total Fines - \$38,809.84
Mileage – 7,500
Non-service – 28
Petitions - 0
Training hours – 12
Total papers – 278 issued, 227 served = 82% service
Total value of process – \$874,113.07
Transportation, adult – 0
Transportation, juvenile – 0

SPECIAL OPERATIONS:

TRAINING

Assist Motorists - 3
Meetings - 6
Mileage – 506
Training hours – 8
Training Classes - 13

ANIMAL CONTROL:

Animal control complaints – 189
Animals picked up – 115
Mileage – 3,489
Money collected – \$202.00

CODES ENFORCEMENT:

Certified mail – 1
Complaints – 66
Fines assessed – \$2,000.00
Fines suspended – \$1,750.00
Total fines - \$250.00
Mileage – 3,055
Training hours – 24

QUARTERMASTER:

Uniform & Equipment – 38

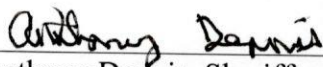
TOTALS FOR ALL DEPARTMENTS:

Complaints – 3,526
Arrests – 149
Civil Papers – 597
Currency Seizures - \$1,574.00
Training Hours – 652.50
Mileage – 179,515
Petitions - 3
Mental Patients – 6
Fines assessed – \$145,199.84
Fines suspended – \$ 12,474.00
Total fines – \$132,725.84
Stolen Property – \$ 117,116.00
Recovered property – \$ 45,650.00
Sheriff fees – \$ 5,970.00
Codes Violations – 0
Escorts – 53
Agencies assisted - SC Highway Patrol – N/A Sumter Police Department – 0 Other – 88
Recovered narcotics: Marijuana wt. – 219.7 grams Marijuana Plants - 0
Cocaine powder – 1.3 grams Crack cocaine – 4.7 grams
Heroin – 11.4 grams Methamphetamine – 21.21 grams
All Pills – 68.5 Other drugs- 0

STATISTICS BELOW REPORTED TO SLED

Homicide – 1
Robbery - 2
All other larceny – 70
Arson – 0
Assaults (Simple) – 59
Assaults (Aggravated) - 29
Assaults (sexual) – 5
Theft (motor vehicle) – 20
Theft from motor vehicle – 22
Theft motor vehicle parts/accessories - 6
Burglaries – 44
Kidnapping – 1
DUI – 3
Suicide – 3
Missing Person – 2

Respectfully submitted,



Anthony Dennis, Sheriff

My Community and Me

2018 COMMUNITY CIRCLES SCHEDULE

(For Fourth Graders of Sumter County)

Community Circlers needed for these scheduled schools:

**Please arrive a few minutes early to sign in and get in your place in Circle.
Fill in blanks below with name of your representatives and mail back to
Sumter Volunteers, PO Box 1449, Sumter, S.C. 29151**

September 11	Tuesday	Willow Drive_____
		9:30 AM Cafeteria
September 12	Wednesday	Alice Drive_____
		9:30 AM Cafeteria
September 18	Tuesday	Millwood_____
		9:30 AM Cafeteria
September 19	Wednesday	Kingsbury_____
		9:30 AM Cafeteria
September 24	Monday	St. Anne _____
		1:00 PM Parish Hall
September 25	Tuesday	Thomas Sumter Academy_____
		9:30 AM Auditorium
October 2	Tuesday	Cherryvale_____
		9:30 AM Gym
October 3	Wednesday	Lemira_____
		9:30 AM Cafeteria
October 5	Friday	Wilson Hall _____
		9:30 AM Multi Purpose Room
October 10	Wednesday	Manchester_____
		9:30 AM Cafeteria
October 16	Tuesday	Pocalla_____
		9:30 AM Palmetto Room
October 17	Wednesday	RE Davis_____
		9:30 AM Gym

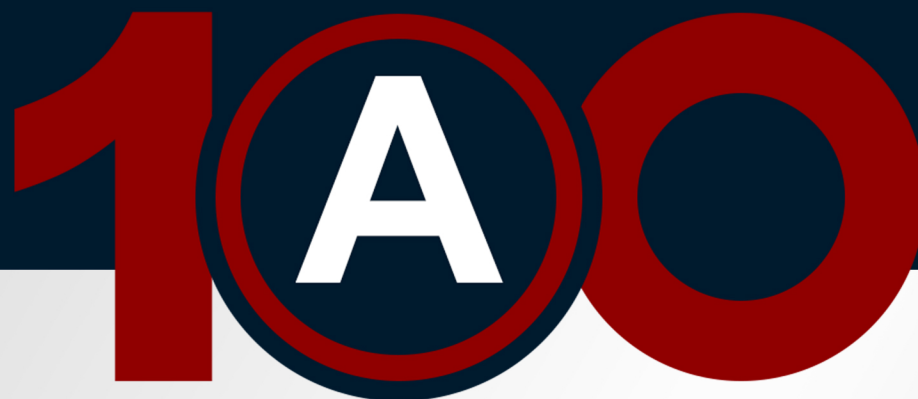
Thanks for supporting our students, schools and community!



Day of Remembrance

September 21, 2017.

**Theme "Building Trust- Restoring Hope ".
Sumter Chapter Parents Of Murdered Children.**



U. S. A R M Y C E N T R A L
C E N T E N N I A L G A L A
T H I R D A R M Y

November 16th, 2018
5:00 - 11:00 p.m.
Medallion Center, Columbia, S.C.

MILITARY: MESS DRESS / SEMI-FORMAL
CIVILIAN: BLACK TIE

PARKING ONSITE
CASH BAR, PHOTO BOOTH

E1-E6 AND GUEST: \$35
E7 AND ABOVE: \$55
DA CIVILIANS / CONTRACTORS: \$55
COMMUNITY: \$70

[HTTP://THIRDDARMYGALA.EVENTZILLA.NET](http://thirdarmygala.eventzilla.net)



presented by
Sumter County
Cultural Commission



A Week Long Art Adventure

October 15-20, 2018

Art, Music, Dance, Theatre, Fun

HeART of America
Free Kick Off Concert

Featuring the
Sumter Civic Chorale,
Community Concert Band, &
Sumter Civic Dance Company
@ Patriot Hall.

Monday

Millican Foundation presents
AILEY II



Tuesday

Music on Main

Live
Latin Band @
La Piazza

Wednesday

Sumter Little Theatre presents

Little Shop
of Horrors

Free reception & art exhibition
before the show.

Thursday

Shag & Jazz

Free Live Jazz &
Beach Music
& Dancing

Friday

Historic District
Art Crawl

Tour the Studios of the Artists in the
Historic Area and see art at work.

Saturday

For more details on each event check out
patriothallsc.org 803.436.2260

Save The Date

Public Safety
Complex

WHAT

Grand Opening and Ribbon Cutting

WHEN

Tuesday, September 18, 2018

11:00 a.m. — 1:00 p.m.

WHERE

Public Safety — Complex Flag And Memorial Area

315/335 North Lafayette Boulevard

Sumter, SC 29150

“A Penny For Progress Project”



M.H. Newton Family Life Enrichment Center

HYPE After School Programs

A 21st Century Learning Center

415 Manning Avenue, Sumter, SC 29150

(803) 934-9527

September 5, 2018

Dear County Council Members and Clerk,

You are invited to our Lights on Afterschool Celebration. Please make plans to join **HYPE** After School Programs and the Afterschool Alliance to celebrate the importance of afterschool programs, **Thursday, October, 25, 2018** for the



In South Carolina communities today, 24% of children take care of themselves after the school day ends. This means, in our state, nearly one out of every four kids are home alone after school. After school programs keep kids safe, help working families and inspire learning. Join us, along with 7,500+ after school programs nationwide, in celebrating our after school programs.



Who: **HYPE** After School Programs



What: A Celebration of After School Programs



When: Thursday, October 25, 2018 – 6:00-8:00p.m.



Where: Trinity Missionary Baptist Church
155 Wall Street
Sumter, S.C. 29150



Why: Come and join us as we celebrate 11 years of keeping the lights on in Sumter

Please RSVP by October 5, 2018 for this event. Thank you in advance for attending. The children of Sumter appreciate your support!

Sincerely yours,

Barney A. Gadson
Director