

**AGENDA**  
**LEXINGTON COUNTY COUNCIL**  
**Committee Meetings**  
**Tuesday, January 11, 2005**  
**Second Floor - County Administration Building**  
**212 South Lake Drive, Lexington, SC 29072**  
**Telephone - 803-359-8103 -- FAX 803-359-8101**

**2:00 p.m. - 3:20 p.m. - Justice**

- (1) Re-organization Request - Clerk of Court - The Honorable Beth Carrigg ..... **A**
- (2) Proposed Multijurisdictional Agreement With Chapin Police Department - Sheriff's Department - Chief Tim James, Director of Public Safety and Homeland Security and John Tate, General Counsel ..... **B**
- (3) Continuation Narcotic Multi-jurisdictional Task Force Grant - Sheriff's Department/ Solicitor's Office - Chief Tim James, Director of Public Safety and Homeland Security ..... **C**
- (4) Enhancement Gang Unit Grant - Sheriff's Department - Chief Tim James, Director of Public Safety and Homeland Security ..... **D**
- (5) Live Scan Fingerprint System Grant - Sheriff's Department - Chief Tim James, Director of Public Safety and Homeland Security ..... **E**
- (6) Multi-jurisdictional Crime Scene Investigative Task Force Grant - Chief Tim James, Director of Public Safety and Homeland Security ..... **F**
- (7) Case Management System Coordinator Grant Program - Circuit Solicitor - The Honorable Donnie Myers, Solicitor, Eleventh Judicial Circuit and Rick Hubbard, Deputy Solicitor ..... **G**
- (8) Old Business/New Business
- (9) Adjournment

**3:20 p.m. - 3:25 p.m. - Health & Human Services**

- (1) Citizen Corps Grant Award - Public Safety/Emergency Management - Chief Tim James, Director of Public Safety and Homeland Security ..... **H**

**3:25 p.m. - 3:30 p.m. - Public Works**

- (1) 2004-2005 Community Pride Grant Application - Solid Waste Management - Joe Mergo, Director ..... **I**
- (2) Old Business/New Business
- (3) Adjournment

**3:30 p.m. - 3:45 p.m. - Economic Development**

- (1) Town of Swansea - Happy Town Water/Fire Improvements Projects - Additional Engineering Cost - Community & Economic Development - George Bistany, Community Development Administrator ..... **J**
- (2) Old Business/New Business
- (3) Adjournment

**3:45 p.m. - 4:15 p.m. - Committee as a Whole**

- (1) 2005 SCDOT Match Projects - Public Works - John Fechtel, Director ..... K
- (2) Old Business/New Business
- (3) Adjournment

**Justice**

J. Carrigg, Jr., Chairman  
J. Jeffcoat, V Chairman  
J. Owens  
B. Keisler  
S. Davis

**Health & Human Services**

J. Jeffcoat, V Chairman  
J. Owens  
T. Cullum  
S. Davis

**Public Works**

B. Derrick, Chairman  
J. Owens, V Chairman  
T. Cullum  
B. Keisler  
S. Davis

**Economic Development**

J. Jeffcoat, Chairman  
B. Rucker, V Chairman  
B. Derrick  
J. Carrigg, Jr.  
T. Cullum  
S. Davis

**Committee of the Whole**

S. Davis, Chairman  
B. Derrick, V Chairman  
B. Rucker  
D. Summers  
B. Keisler  
J. Jeffcoat  
J. Carrigg, Jr.  
J. Owens  
T. Cullum

**A G E N D A**  
**LEXINGTON COUNTY COUNCIL**

**Tuesday, January 11, 2005**

**Second Floor - Council Chambers - County Administration Building**

**212 South Lake Drive, Lexington, South Carolina 29072**

**Telephone - 803-359-8103 FAX - 803-359-8101**

**4:30 P.M. - COUNCIL CHAMBERS**

**Call to Order/Invocation**

**Pledge of Allegiance**

**Presentation of Plaques**

**Election of Officers**

Chairman

Vice Chairman

Appointment of Parliamentarian

**Employee Recognition - Art Brooks, County Administrator**

**Presentation of Resolution - Gilbert High School Boys Cross Country Team -**

Presented by Councilman Billy Derrick

**Resolution**

(1) Robert N. Senn ..... L

**Lexington County Recreation and Aging Commission - Designation for Lexington County Recreation and Aging Commission to Provide Transportation to Particular Sectors of the Elderly and/or Persons With Disabilities - Jay Criscione, Executive Director** .....

**M**

**Appointments** ..... N

**Bids/Purchases/RFPs**

(1) APD 2000 Advanced Portable Chemical Agent Detector - Public Safety/Fire Service ..... O

(2) Radiation Monitors - Ludlum - Public Safety/Fire Service ..... P

(3) Computers, Docking Stations, Monitors, and Laptops - Public Safety/Communications, Sheriff's Department ..... Q

(4) Motorola 800 MHZ Radios and Accessories - Solid Waste Management ..... R

**Chairman's Report**

**Administrator's Report**

**Budget Amendment Resolutions**

**Ordinances**

- (1) Ordinance 04-11 - Authorizing the Approval of a Fee-in-Lieu of Tax Lease - Purchase Agreement - 2nd Reading ..... S

**Zoning Amendments**

- (1) Zoning Map Amendment M04-04 - Torrey Pine Lane, Little Gap Court, Little Gap Lane Located in Crystal Pines - 3<sup>rd</sup> and Final Reading ..... T
- (2) Zoning Map Amendment M04-05 - 1675 Lake Murray Blvd. - 3<sup>rd</sup> and Final Reading ..... U

**Justice, J. Carrigg, Chairman**

- (1) Re-organization Request - Clerk of Court - (TAB A)
- (2) Continuation Narcotic Multi-jurisdictional Task Force Grant - Sheriff's Department/ Solicitor's Office - (TAB C)  
Enhancement Gang Unit Grant - Sheriff's Department - (TAB D)
- (3) Live Scan Fingerprint System Grant - Sheriff's Department - (TAB E)
- (4) Multi-jurisdictional Crime Scene Investigative Task Force Grant - (TAB F)
- (5) Case Management System Coordinator Grant Program - (TAB G)

**Health & Human Services, J. Jeffcoat, V-Chairman**

- (1) Citizen Corps Grant Award - Public Safety/Emergency Management - TAB H)

**Public Works, B. Derrick, Chairman**

- (1) 2004-2005 Community Pride Grant Application - Solid Waste Management - (TAB I)

**Economic Development, J. Jeffcoat, Chairman**

- (1) Town of Swansea - Happy Town Water/Fire Improvements Projects - Additional Engineering Cost - Community & Economic Development (TAB J)
- (2) Product Development Needs - Community & Economic Development ..... V

**Committee of the Whole, S. Davis, Chairman**

- (1) 2005 SCDOT Match Projects - Public Works - (TAB K)

**Tabled Items**

- (1) Purchase of Computers - Magistrate Court Services
- (2) Personnel Request - Probate Court

**Presentations**

- (1) Ms. Sandra Francis, Executive Director, Community Mediation Center, P.O. Box 5942, Columbia, SC 29250 - Services Offered Through the Community Mediation Center
- (2) Ms. Connie Sharpe, 208 Hallsborough Drive, West Columbia, SC 29170 - Fireworks
- (3) The Honorable Art L. Guerry, Auditor - Activities in the Auditor's Office

**OLD BUSINESS/NEW BUSINESS**

**EXECUTIVE SESSION/LEGAL BRIEFING**

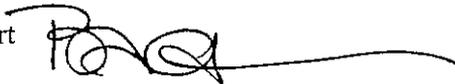
**MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

**ADJOURNMENT**

**Beth Carrigg**  
Clerk of Court  
205 E. Main Street  
Lexington, SC 29072  
(803) 359-8396

**Memorandum**

To: Lexington County Council  
From: Beth Carrigg, Clerk of Court  
Date: January 4, 2005  
RE: Re-organization Request



In preparation for taking office, I have met with a number of professionals who work in the judicial system both with the County and in the Midlands to discuss the best staffing models for the Clerk of Court's office. As a result of these discussions, I am requesting several staffing changes in the Clerk's office to better serve the citizens of the County: reclassification of the Deputy Clerk of Court/Administration to **Senior Administrative Deputy Clerk of Court**, reclassification of the **Office Coordinator** position to a lower grade, elimination of the **Process Server** position, creation of a second **DSS Coordinator** position, and the addition of an **Accountant** position. I have attached a proposed organizational chart for the Clerk's office that illustrates these changes.

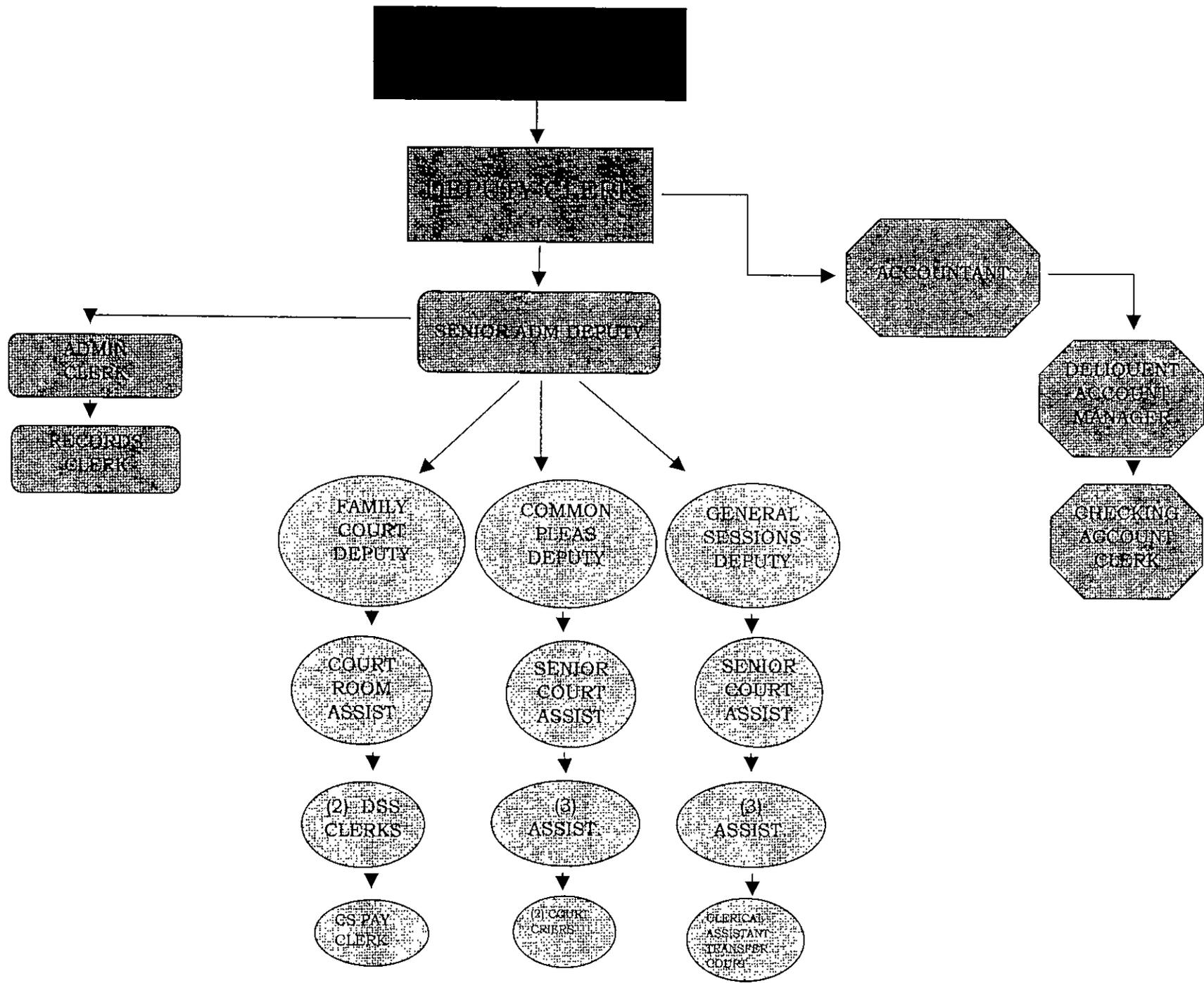
The Senior Administrative Deputy Clerk of Court position is intended to assume daily oversight of all administrative responsibilities as well as processing passport applications. As shown in the organizational chart, this position would supervise the administrative positions responsible for daily operations, including but not limited to supplies, all requisitions, budget matters in coordination with the Chief Deputy and Clerk, and passport issues. The Senior Administrative Deputy will also be responsible for budget reports, purchase orders as well as verifying and balancing passport fees. These are only a fraction of the responsibilities of the Senior Administrative Deputy and are merely an outline for Council. This reorganization will enhance not only control over budget matters, but also the efficiency in daily operations in the Clerk's office with a goal of processing pleadings and other documents in a timely matter which will ensure a more efficient docket and a more complete and accurate file for Judges. The additional oversight of administrative duties by the Senior Administrative Deputy will provide for a reclassification and reduction in grade for the Office Coordinator position to an Administrative Assistant.

It is my recommendation that the Process Server position be eliminated from the Clerk's Office. I have met with the Sheriff and Chief Magistrate regarding alternative ways to deliver family court documents. In place of the Process Server position, I am requesting an additional DSS Coordinator position to help shoulder the responsibilities of the Title IV-D funds. Funds are available to address this change in the Title IV-D Child Support account at an approximate cost of \$20,000 for the remainder of FY 04/05.

I am very aware of the concerns that have been shared with County Council regarding the financial transactions in the Clerk of Court's office. It is with these concerns in mind that I am requesting an Accountant position to be added to the office. The addition of an accountant will re-direct accounting responsibilities from four different employees with access to bank accounts containing several million dollars annually. These four employees will assume added responsibilities to better serve the public. With a professional trained specifically in accounting, the Clerk's office will ensure the daily balance of each bank account and the accuracy of funds maintained on behalf of the citizens of Lexington County. It is imperative for Lexington County to have a trained professional on staff to oversee these financial transactions for the citizens of Lexington County. This position would be responsible for all financial transactions in the Clerk's office to include timely and correct bank reconciliation. It is my understanding that the estimated cost of this additional staff member for the remainder of FY 04/05 is \$20,000.

Your immediate consideration is greatly appreciated as time is of the essence.

Attachment (1)



# Sheriff

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

November 23, 2004

The Honorable George H. Davis  
 Chairman  
 Lexington County Council  
 Via: Jeff Anderson, Esquire  
 212 South Lake Drive  
 Lexington, South Carolina 29072

RE: Proposed Multijurisdictional Agreement with Chapin Police Department

Dear Chairman Davis:

The Chapin Police Department has requested that the County of Lexington and the Sheriff's Department allow them to expand jurisdiction into areas of the county immediately adjoining their town along Highway 76.

Also, Dan Wells of the Irmo Chapin Recreation District has asked Sheriff Metts to consider allowing Chapin Town officers to be able to exercise jurisdiction at the Crooked Creek Park just outside of the town limits at times when a deputy may be otherwise busy with calls for service. I spoke with the attorney for the Town of Chapin and drafted the attached multijurisdictional agreement. Sheriff Metts, Chief James, and I believe that this proposal operates as a "win-win" mutually beneficial solution with positive impact for all of those involved.

I believe it also prudent that I bring to your attention the applicable provisions of Title 5 of the South Carolina Code Annotated which require the approval of both governing bodies for expansion of such jurisdiction. If you concur that this is indeed a prudent course of action with benefits for all of the parties involved, I would request that you place this on the appropriate committee agenda for discussion. Chief James and I will be available to answer your or the other council members questions as they may arise.

I am taking the liberty of transmitting this through Jeff Anderson, so that he may advise of any concerns which may arise from his perspective. Should you have any questions, please do not hesitate to contact me directly at 803.951.2404.

Best regards,

John W. Tate  
 General Counsel

Cc: Chief Tim James, L.C.S.D.



A Nationally Accredited Law Enforcement Agency  
 P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162

**MEMORANUDM OF UNDERSTANDING**

between:

**Lexington County Sheriff's Department  
521 Gibson Road  
Lexington, South Carolina 29072**

and

**Town of Chapin  
Post Office Box 221  
Chapin, South Carolina 29036**

WHEREAS, the Lexington County Sheriff's Department (hereinafter LCSO) is the primary responding law enforcement agency with jurisdiction in the unincorporated areas of Lexington County;

WHEREAS, the Town of Chapin (hereinafter Chapin) is an incorporated municipality wholly within the geopolitical boundaries of Lexington County and operates a municipal police department;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, South Carolina Code Ann. § 5-7-30. in relevant part provides municipalities "the authority to provide police protection in contiguous municipalities and in unincorporated areas located not more than three miles from the municipal limits upon the request and agreement of the governing body of such contiguous municipality or the county, including agreement as to the boundaries of such police jurisdictional areas, in which case the municipal law enforcement officers shall have the full jurisdiction, authority, rights, privileges, and immunities, including coverage under the

workers' compensation law, which they have in the municipality, including the authority to make arrests, and to execute criminal process within the extended jurisdictional area; provided, however, that this shall not extend the effect of the laws of the municipality beyond its corporate boundaries”;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, South Carolina Code Ann. § 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

NOW THEREFORE, LCSD and Lexington County wishes to confer upon the Town of Chapin law enforcement jurisdiction under the aforementioned statutory authority to those areas so situated and specifically, but not limited to, the Town Limits west on SC Highway 76 to the Newberry County line, Crooked Creek Park and the areas contiguous thereof to the fullest extent as allowed by law. This agreement is in no way intended to reduce or hinder any other expansion of jurisdiction that may be allowable under South Carolina law.

FURTHER, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

I. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew one year from the above date unless a party exercises its right to terminate as further described herein.

## 2. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers operating under this agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer of the other party.

**However, Town ordinances adopted by Chapin shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the Town of Chapin.**

## 3. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

## 4. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

## 5. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

6. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county where they are permanently employed. Each party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

7. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement services to the Chapin area and its contiguous properties in each respective jurisdiction. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of the chief law enforcement officer by providing written notice to all other parties. Any such rescission or termination will become effective upon receipt by the other parties.

9. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

10. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

11. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as further described herein; shall be deemed as consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

\_\_\_\_\_  
**Sheriff James R. Metts, Ed. D**  
**Lexington County Sheriff's Department**

\_\_\_\_\_  
date

\_\_\_\_\_  
**The Honorable George Davis**  
**Chair, Lexington County Council**

\_\_\_\_\_  
date

\_\_\_\_\_  
**Mickey Matney**  
**Chief of Police, Town of Chapin**

\_\_\_\_\_  
date

\_\_\_\_\_  
**Mayor**  
**Town of Chapin**

\_\_\_\_\_  
date

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

**TO:** Evelyn Babbitt  
County Finance Grant Manager

**FROM:** Nandalyn Heaitley  
Sheriff's Department Grants Manager

**RE:** Continuation Narcotic Multijurisdictional Task Force Grant  
Fund 2436 Renewal

**DATE:** December 21, 2004

The application for continuation of the Narcotic Multijurisdictional Task Force grant is attached. The application includes funding requests for personnel, equipment, operating supply costs, and service fees. The agencies requesting continuation funding are provided on separate sheets. The Lexington County Sheriff's Department and the Solicitor's Office request is for Council approval to apply for fourth year funding. The other agencies that are a part of the Multijurisdictional Task Force (Cayce, Springdale, Irmo, Swansea, and Lexington Police) will be responsible for their respective funding amounts. The Lexington County Sheriff's Department is the lead agency for this grant.

The fourth year funding cycle is July 1, 2005 to June 30, 2006 and the grant match is 25%. This is a five-year grant and must be applied for each fiscal year.

The request for the **Lexington County Sheriff's Department** is:

<b>Personnel</b>	
(Salary, Overtime, Fringes)	\$108,551
<b>Travel</b>	
(Mileage, Gas, Vehicle Repair, Vehicle Insurance)	\$ 7,088
(Hotel, Per Diem, Car Rental Air Fare, Parking, Miscellaneous)	\$ 4,000
<b>Other</b>	
(Operating Costs)	\$ 40,630
<b>Equipment</b>	\$ 0
<b>TOTAL</b>	<b>\$160,269</b>



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The total amount requested for LCSD is \$160,269 with a 25% match of **\$40,067**. The matching funds will be taken from the Sheriff's Department fiscal year budget 2005/2006.

The request for the **Lexington County Solicitor's Office** is:

<b>Personnel</b>	
(Salary, Overtime, Fringes)	\$ 70,931
<b>Travel</b>	
(Mileage)	\$ 1,418
(Hotel, Per Diem, Car Rental Air Fare, Parking, Miscellaneous)	\$ 4,000
<b>Other</b>	
(Operating Costs)	\$ 4,400
<b>Equipment</b>	\$ 0
<b>TOTAL</b>	<u>\$ 80,749</u>

The total amount requested for the Solicitor's Office is \$80,749 with a 25% match of **\$20,187**. The matching funds will be taken from the Solicitor's fiscal year budget 2005/2006.



**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY**

**DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION**

Sep-00

**FOR STATE FUNDING AGENCY (SFA) USE ONLY**

Grant #: \_\_\_\_\_ Award Date: \_\_\_\_\_  
 Prior Grant #1: \_\_\_\_\_ #2: \_\_\_\_\_ #3: \_\_\_\_\_  
 App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 Federal Fiscal Year: \_\_\_\_\_ Fund Year: \_\_\_\_\_ Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS**

1. County #: <u>32</u> County Name: <u>Lexington County</u>	2. Grant Period: Begin: <u>7/1/2005</u> End: <u>6/30/2006</u>
3. Project Title: <u>Multi-Jurisdictional Task Force Narcotic Enforcement Team "NET"</u>	
4. Project Summary: <u>To disrupt illicit drug trafficking in Lexington County.</u>	
5. Type of Application (Check Applicable Line) a. <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Continuation    b. Year of Funds    1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> Other <input checked="" type="checkbox"/> <input type="checkbox"/> Revision <input type="checkbox"/> Reverted    c. <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursable	
6. a. Organization Type: (Check Applicable Line) <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Private, Non-Profit Organization Other (Specify): _____ b. U.S. Congressional District: <u>2</u>	7. Name and Address of Implementing Agency <u>Lexington County Sheriff's Department</u> <u>P.O. Box 639</u> <u>Lexington, South Carolina</u> 10 Digit Zip: <u>29071</u> (Area) Phone #: <u>(803) 951-2405</u> (Area) Fax #: <u>(803) 359-8275</u>

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	378,407	126,137	504,544
Contractual Services			
Travel	44,643	14,883	59,526
Equipment	0	0	0
Renovation/Construction			
Other	49,621	16,539	66,160
<b>TOTAL:</b>	<b>472,671</b>	<b>157,559</b>	<b>630,230</b>
b. PERCENTAGE:	<u>75 %</u>	<u>25%</u>	<u>100%</u>

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: \_\_\_\_\_ State  County \_\_\_\_\_ City  
 \_\_\_\_\_ Other (Explain): \_\_\_\_\_

CATEGORIES	MATCHING FUNDS			TOTAL
	GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (LCSD)</b>				
<b>A. SALARIES:</b>				
% of Time				
Position Title	On Project	Quantity	N/A	
Paralegal	100%	1		39,500
Narcotic Investigator	100%	1		37,500
Overtime for Investigator	100%	1		3,000
<b>TOTAL SALARIES:</b>				
	\$60,000	\$20,000	N/A	\$80,000
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>				
Social Security & Medicare (FICA)	4,590	1,530	N/A	6,120
Retirement (POR) 10.7	3,250	1,083		4,334
State Retirement 6.85	2,029	676		2,706
Workers' Compensation Insurance	1,494	498		1,992
Unemployment Insurance (on first \$7,000 only)	0	0		0
Health Insurance \$6000 per person per year	9,000	3,000		12,000
Dental Insurance	0	0		0
Pre-Retirement Death Benefit	0	0		0
Accidental Death Benefit (Police Officers)	0	0		0
Other Employer Contributions (Itemize): Gen Tort	1,050	350		1,400
	0			
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>				
	\$21,413	\$7,138	N/A	\$28,551
<b>TOTAL PERSONNEL:</b>				
	\$81,413	\$27,138	N/A	\$108,551
<b>II. CONTRACTUAL SERVICES:</b> (Itemize -- DO NOT include professional fees for doctors, psychologists, etc )				
			N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>				
			N/A	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)				
Mileage 17,500 x Federal Rate (14,000 Invest)( 3,500 Admin)	5,316	1,772	N/A	7,088
Hotel, per diem, parking, car rental	3,000	1,000		4,000
<b>TOTAL TRAVEL:</b>				
	\$8,316	\$2,772	N/A	\$11,088

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		CAYCE PUBLIC SAFETY			Page 2a
CATEGORIES				MATCHING FUNDS			TOTAL
				GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (CAYCE)</b>							
A. SALARIES:							
	<u>% of Time</u>	<u>On Project</u>	<u>Quantity</u>			N/A	
	<u>Position Title</u>						
Narcotic Investigator	100%		2	57,000	19,000		76,000
Overtime	100%		2	4,500	1,500		6,000
<b>TOTAL SALARIES:</b>				<b>\$61,500</b>	<b>\$20,500</b>	<b>N/A</b>	<b>\$82,000</b>
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):							
Social Security & Medicare (FICA)				4,648	1,549	N/A	6,197
Retirement				6,581	2,194		8,774
Workers' Compensation Insurance				1,839	613		2,452
Unemployment Insurance (on first \$7,000 only)				0	0		
Health Insurance				5,850	1,950		7,800
Dental Insurance				450	150		600
Pre-Retirement Death Benefit				0	0		
Accidental Death Benefit (Police Officers)				0	0		
Other Employer Contributions (Itemize): Gen Tort				600	200		800
				0	0		
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>				<b>\$19,967</b>	<b>\$6,356</b>	<b>N/A</b>	<b>\$26,623</b>
<b>TOTAL PERSONNEL:</b>				<b>\$81,467</b>	<b>\$27,156</b>	<b>N/A</b>	<b>\$108,623</b>
<b>II. CONTRACTUAL SERVICES:</b> (Itemize – DO NOT include professional fees for doctors, psychologists, etc )						N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>						<b>N/A</b>	
<b>III. TRAVEL:</b> (Itemize—include mileage, airline cost, lodging, per diem, parking, car rental)						N/A	
Mileage 28,000 x Federal Rate				8,505	2,835		11,340
Hotel, per diem, parking, car rental, airline costs				1,500	500		2,000
<b>TOTAL TRAVEL:</b>				<b>\$10,005</b>	<b>\$3,335</b>	<b>N/A</b>	<b>\$13,340</b>

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		SPRINGDALE POLICE DEPT			Page 2b
CATEGORIES				MATCHING FUNDS			TOTAL
				GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (SPRINGDALE)</b>							
A. SALARIES: % of Time							
Position Title On Project Quantity						N/A	
Narcotic Investigator 100% 1				24,750	8,250		33,000
Overtime 100% 1				2,250	750		3,000
TOTAL SALARIES:				\$27,000	\$9,000	N/A	\$36,000
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):							
Social Security & Medicare (FICA)				2,066	689	N/A	2,754
Retirement				2,889	963		3,852
Workers' Compensation Insurance				495	165		660
Unemployment Insurance (on first \$7,000 only)				0	0		
Health Insurance				3,150	1,050		4,200
Dental Insurance				150	50		200
Pre-Retirement Death Benefit				0	0		
Accidental Death Benefit (Police Officers)				0	0		
Other Employer Contributions (Itemize): Gen Tort				112	38		150
TOTAL EMPLOYER CONTRIBUTIONS.				\$8,862	\$2,954	N/A	\$11,816
<b>TOTAL PERSONNEL:</b>				<b>\$35,862</b>	<b>\$11,954</b>	<b>N/A</b>	<b>\$47,816</b>
<b>II. CONTRACTUAL SERVICES:</b> (Itemize – DO NOT include professional fees for doctors, psychologists, etc.)						N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>						N/A	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)						N/A	
Mileage 14,000 x Federal Rate				4,252	1,418		5,670
Hotel, per diem, parking, car rental, airline costs				750	250		1,000
<b>TOTAL TRAVEL:</b>				<b>\$5,002</b>	<b>\$1,668</b>	<b>N/A</b>	<b>\$6,670</b>

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		SOLICITOR'S OFFICE			Page 2c
CATEGORIES				MATCHING FUNDS			TOTAL
				GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (LCSD)</b>							
A. SALARIES:                      % of Time							
<u>Position Title</u>		<u>On Project</u>		<u>Quantity</u>			
Drug Prosecutor		100%		1	42,000	14,000	56,000
						N/A	
TOTAL SALARIES:				\$42,000	\$14,000	N/A	\$56,000
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>							
Social Security & Medicare (FICA)				3,213	1,071	N/A	4,284
Retirement (POR) 10.7				0	0		0
State Retirement 6.85				1,953	651		2,603
Workers' Compensation Insurance				1,046	349		1,394
Unemployment Insurance (on first \$7,000 only)				0	0		0
Health Insurance				4,500	1,500		6,000
Dental Insurance				0	0		0
Pre-Retirement Death Benefit				0	0		0
Accidental Death Benefit (Police Officers)				0	0		0
Other Employer Contributions (Itemize): Gen Tort				486	163		650
				0	0		
TOTAL EMPLOYER CONTRIBUTIONS:				\$11,198	\$3,733	N/A	\$14,931
<b>TOTAL PERSONNEL:</b>				<b>\$53,198</b>	<b>\$17,733</b>	<b>N/A</b>	<b>\$70,931</b>
<b>II. CONTRACTUAL SERVICES:</b> (Itemize – DO NOT include professional fees for doctors, psychologists, etc.)							
						N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>						N/A	
<b>III. TRAVEL:</b> (Itemize—include mileage, airline cost, lodging, per diem, parking, car rental)							
Mileage 3500 x Fed Rate				1,064	354		1,418
Hotel, per diem, parking, car rental				3,000	1,000		4,000
<b>TOTAL TRAVEL:</b>				<b>\$4,064</b>	<b>\$1,354</b>	<b>N/A</b>	<b>\$5,418</b>

CATEGORIES	MATCHING FUNDS			TOTAL		
	GRANTOR	CASH	IN-KIND			
<b>I. PERSONNEL (LCSD)</b>						
A. SALARIES: % of Time On Project      Quantity      N/A						
Narcotic Investigator	100%	1	28,875	9,625	38,500	
Overtime for Investigator	100%	1	2,250	750	3,000	
<b>TOTAL SALARIES:</b>						
			\$31,125	\$10,375	N/A	\$41,500
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>						
Social Security & Medicare (FICA)			2,381	794	N/A	3,175
Retirement (POR) 10.7			3,130	1,043		4,173
State Retirement 6.85			0	0		0
Workers' Compensation Insurance			775	258		1,033
Unemployment Insurance (on first \$7,000 only)			0	0		0
Health Insurance			4,500	1,500		6,000
Dental Insurance			0	0		0
Pre-Retirement Death Benefit			0	0		0
Accidental Death Benefit (Police Officers)			0	0		0
Other Employer Contributions (Itemize). Gen Tort			488	163		650
			0	0		
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>						
			\$11,273	\$3,758	N/A	\$15,031
<b>TOTAL PERSONNEL:</b>						
			\$42,398	\$14,133	N/A	\$56,531
<b>II. CONTRACTUAL SERVICES:</b> (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)						
					N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>						
					N/A	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)						
Mileage 14,000 x Federal Rate			4,252	1,418	N/A	5,670
Hotel, per diem, parking, car rental			1,500	500		2,000
<b>TOTAL TRAVEL:</b>						
			\$5,752	\$1,918	N/A	\$7,670

CATEGORIES	MATCHING FUNDS			TOTAL
	GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (LCSD)</b>				
<b>A. SALARIES:</b>				
<u>Position Title</u>	<u>% of Time On Project</u>	<u>Quantity</u>	N/A	
Narcotic Investigator	100%	1		45,000
Overtime for Investigator	100%	1		3,000
<b>TOTAL SALARIES:</b>	<b>\$36,000</b>	<b>\$12,000</b>	<b>N/A</b>	<b>\$48,000</b>
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>				
Social Security & Medicare (FICA)	2,754	918	N/A	3,672
Retirement (POR) 10.7	3,852	1,284		5,136
State Retirement 6.85	0	0		0
Workers' Compensation Insurance	1,076	359		1,435
Unemployment Insurance (on first \$7,000 only)	0	0		
Health Insurance	4,500	1,500		6,000
Dental Insurance	0	0		
Pre-Retirement Death Benefit	0	0		
Accidental Death Benefit (Police Officers)	0	0		
Other Employer Contributions (Itemize): Gen Tort	450	150		600
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>	<b>\$12,632</b>	<b>\$4,211</b>	<b>N/A</b>	<b>\$16,843</b>
<b>TOTAL PERSONNEL:</b>	<b>\$48,632</b>	<b>\$16,211</b>	<b>N/A</b>	<b>\$64,843</b>
<b>II. CONTRACTUAL SERVICES.</b> (Itemize -- DO NOT include professional fees for doctors, psychologists, etc )			N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>			<b>N/A</b>	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
Mileage 14,000 x Federal Rate	4,252	1,418		5,670
Hotel, per diem, parking, car rental	1,500	500		2,000
<b>TOTAL TRAVEL:</b>	<b>\$5,752</b>	<b>\$1,918</b>	<b>N/A</b>	<b>\$7,670</b>

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		SWANSEA POLICE DEPARTMENT			Page 2F
CATEGORIES				MATCHING FUNDS			TOTAL
				GRANTOR	CASH	IN-KIND	
<b>I. PERSONNEL (LCSD)</b>							
A. SALARIES: % of Time							
<u>Position Title</u>	<u>On Project</u>	<u>Quantity</u>				N/A	
Narcotic Investigator	100%	1	22,875	7,625			30,500
Overtime for Investigator	100%	1	2,250	750			3,000
<b>TOTAL SALARIES:</b>				\$25,125	\$8,375	N/A	\$33,500
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>							
Social Security & Medicare (FICA)				1,922	641	N/A	2,563
Retirement (POR) 10.7				2,688	896		3,585
State Retirement 6.85				0	0		0
Workers' Compensation Insurance				751	250		1,002
Unemployment Insurance (on first \$7,000 only)				0	0		
Health Insurance \$5600 per person per year				4,500	1,500		6,000
Dental Insurance				0	0		
Pre-Retirement Death Benefit				0	0		
Accidental Death Benefit (Police Officers)				0	0		
Other Employer Contributions (Itemize): Gen Tort				450	150		600
				0	0		
<b>TOTAL EMPLOYER CONTRIBUTIONS</b>				\$10,312	\$3,437	N/A	\$13,749
<b>TOTAL PERSONNEL:</b>				\$35,437	\$11,812	N/A	\$47,249
<b>II. CONTRACTUAL SERVICES:</b> (Itemize -- DO NOT include professional fees for doctors, psychologists etc)						N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>						N/A	
<b>III. TRAVEL:</b> (Itemize—include mileage, airline cost, lodging, per diem, parking, car rental)						N/A	
Mileage 14,000 x Federal Rate				4,252	1,418		5,670
Hotel, per diem, parking, car rental				1,500	500		2,000
<b>TOTAL TRAVEL:</b>				\$5,752	\$1,918	N/A	\$7,670



CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME)			N/A	
<u>ITEM</u> <u>QUANTITY</u>				
<b>TOTAL EQUIPMENT:</b>	<b>\$0</b>	<b>\$0</b>	<b>N/A</b>	<b>\$0</b>
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)				
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>VI. OTHER:</b> (Itemize -- See Instructions)			N/A	
Registration for Training	2	900	300	1,200
Clothing Allowance	2	750	250	1,000
Pagers	2	180	60	240
Office Supplies	2	375	125	500
Mobile Phone Service	2	1,170	390	1,560
300 MHz Radio Service	2	1,395	465	1,860
<b>TOTAL OTHER:</b>		<b>\$4,770</b>	<b>\$1,590</b>	<b>\$6,360</b>

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL																														
		CASH	IN-KIND																															
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME.)  <div style="display: flex; justify-content: space-between;"> <span><u>ITEM</u></span> <span><u>QUANTITY</u></span> </div>			N/A																															
<b>TOTAL EQUIPMENT:</b>	<b>\$0</b>	<b>\$0</b>	N/A	<b>\$0</b>																														
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)																																		
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>	N/A	N/A	N/A	N/A																														
<b>VI. OTHER:</b> (Itemize -- See Instructions) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Office Supplies</td> <td style="width: 10%; text-align: right;">188</td> <td style="width: 10%; text-align: right;">62</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">250</td> </tr> <tr> <td>Mobile Phone Service</td> <td style="text-align: right;">585</td> <td style="text-align: right;">195</td> <td></td> <td style="text-align: right;">780</td> </tr> <tr> <td>Pager Service</td> <td style="text-align: right;">90</td> <td style="text-align: right;">30</td> <td></td> <td style="text-align: right;">120</td> </tr> <tr> <td>Clothing Allowance</td> <td style="text-align: right;">375</td> <td style="text-align: right;">125</td> <td></td> <td style="text-align: right;">500</td> </tr> <tr> <td>800 MHz Service Fees</td> <td style="text-align: right;">698</td> <td style="text-align: right;">233</td> <td></td> <td style="text-align: right;">930</td> </tr> <tr> <td>Registration for Training</td> <td style="text-align: right;">600</td> <td style="text-align: right;">200</td> <td></td> <td style="text-align: right;">800</td> </tr> </table>	Office Supplies	188	62		250	Mobile Phone Service	585	195		780	Pager Service	90	30		120	Clothing Allowance	375	125		500	800 MHz Service Fees	698	233		930	Registration for Training	600	200		800			N/A	
Office Supplies	188	62		250																														
Mobile Phone Service	585	195		780																														
Pager Service	90	30		120																														
Clothing Allowance	375	125		500																														
800 MHz Service Fees	698	233		930																														
Registration for Training	600	200		800																														
<b>TOTAL OTHER:</b>	<b>\$2,535</b>	<b>\$845</b>	N/A	<b>\$3,380</b>																														

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME.)				
<u>ITEM</u>	<u>QUANTITY</u>		N/A	
<b>V. RENOVATIONS/CONSTRUCTION: (Describe)</b>				
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		N/A	N/A	N/A
<b>VI. OTHER: (Itemize – See Instructions)</b>				
Office Supplies		375	125	500
Duplicating Fees		750	250	1,000
Operating Supplies		375	125	500
Mobile Phone Service	2	585	195	780
Pager Service	1	90	30	120
Registration for Training		1,125	375	1,500
<b>TOTAL OTHER:</b>		<b>\$3,300</b>	<b>\$1,100</b>	<b>\$4,400</b>

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		IRMO P.D.		Page 3d	
CATEGORIES		GRANTOR	MATCHING FUNDS		TOTAL		
			CASH	IN-KIND			
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME.)					N/A		
<u>ITEM</u>	<u>QUANTITY</u>						
<b>TOTAL EQUIPMENT:</b>		<b>\$0</b>	<b>\$0</b>		<b>N/A</b>	<b>\$0</b>	
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)							
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		<b>N/A</b>	<b>N/A</b>		<b>N/A</b>	<b>N/A</b>	
<b>VI. OTHER:</b> (Itemize -- See Instructions)					N/A		
Office Supplies	188	62			250		
Mobile Phone Service	585	195			780		
Pager Service	90	30			120		
Clothing Allowance	375	125			500		
800 MHz Service Fees	698	233			930		
Law Enforcement Accessories	375	125			500		
Operating Supplies	188	62			250		
Registration for Training	600	200			800		
<b>TOTAL OTHER:</b>		<b>\$3,098</b>	<b>\$1,032</b>		<b>N/A</b>	<b>\$4,130</b>	

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		Lexington Police Depar	Page 3e
CATEGORIES		GRANTOR	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b> (Itemize - DO NOT USE BRAND NAME.)				N/A	
<u>ITEM</u>	<u>QUANTITY</u>				
<b>TOTAL EQUIPMENT:</b>		\$0	\$0	N/A	\$0
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)					
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		N/A	N/A	N/A	N/A
<b>VI. OTHER:</b> (Itemize – See Instructions)				N/A	
Office Supplies		188	62		250
Mobile Phone Service		585	195		780
Pager Service		90	30		120
Clothing Allowance		375	125		500
800 MHz Service Fees		698	233		930
Operating Supplies		188	62		250
Registration for Training		600	200		800
<b>TOTAL OTHER:</b>		\$2,723	\$907	N/A	\$3,630

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		Swansea Police Depart		Page 3f
CATEGORIES		GRANTOR	MATCHING FUNDS		TOTAL	
			CASH	IN-KIND		
<b>IV. EQUIPMENT (\$1,000 or more per Unit).</b> (Itemize - DO NOT USE BRAND NAME.)						
<u>ITEM</u>	<u>QUANTITY</u>			N/A		
<b>TOTAL EQUIPMENT:</b>		<b>\$0</b>	<b>\$0</b>	<b>N/A</b>	<b>\$0</b>	
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)						
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	
<b>VI. OTHER:</b> (Itemize -- See Instructions)				N/A		
Office Supplies		188	62		250	
Mobile Phone Service		585	195		780	
Pager Service		90	30		120	
Clothing Allowance		375	125		500	
800 MHz Service Fees		698	233		930	
Operating Supplies		188	62		250	
Registration for Training		600	200		800	
		0	0			
		0	0			
<b>TOTAL OTHER:</b>		<b>\$2,723</b>	<b>\$907</b>	<b>N/A</b>	<b>\$3,630</b>	

## **PERSONNEL**

Salaries, fringes and overtime are required for the Narcotic Investigators who disrupts illicit drug traffic, conduct undercover operations, and fulfill their duties as investigators. Salaries and fringes are required for the Paralegal to handle all the legal documents for court and the search warrants, coordination with the agencies within the county and to coordinate the data for drug information. Salaries and fringes are required for a dedicated Narcotic MJTF Drug Prosecutor to prosecute the cases resulting from narcotics investigations.

## **TRAVEL**

Travel miles are requested at the federal rate and are required for travel for investigative purposes and training seminars. Mileage is also requested for the Paralegal for travel to the Court House and to task force agencies, and for performing job tasks. Travel miles are requested at the federal rate for the prosecutor to travel to court for prosecution and to gather information for prosecution. Per Diem and lodging is required for the Narcotic Officers participating on the Multi-Jurisdictional Task Force to be trained for investigative purposes and for the Paralegal to be trained on software applications and data gathering. Per Diem and lodging are required for the Drug Prosecutor to attend courses for prosecution of narcotics and to stay up with new laws and proceedings. Monies are requested for travel out-of-state schools and for in-state schools.

## **OTHER**

The clothing allowance is needed to help offset the expenses of the Investigators and for court presentations.

Office supplies are needed to provide an auditron, pens, paper, printer cartridges, toner, etc. Duplicating fees are required for the copying of case files, reports, general correspondence and other documents required to present the cases for court. Funds are needed to purchase video and audiotapes, film disks, batteries etc. for operational purposes for the Investigator and attorney.

Pagers, mobile phones, radio service fees, and radio maintenance charges are communication user fees that are required for the safety and immediate contact for the Crime Scene Investigators. Law enforcement accessories are needed to purchase flashlights, mag lights, gun cleaning kits, OSHA kits etc. required to perform their job duties.

Telephone service is required for officers to have access to informants and to perform their job duties. The prosecutor must have access to communicate with investigators and those testifying in cases.

Registration for training is needed to pay for training to be attended by the Investigators, Evidence Custodian and the Grant Administrative Assistant.

Office space rental is required for the undercover confidential location for the task force to perform their duties as narcotic investigators and to maintain a location that is not known to dealers or employees. This location is needed for the safety of the investigators and for the operations of the task force.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

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**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

**subject:** Enhancement Gang Unit Grant

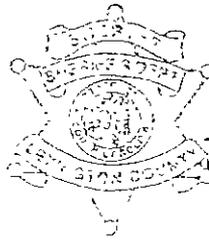
**date:** January 4, 2005

The Lexington County Sheriff's Department is asking County Council's approval to apply for an Enhancement Gang Unit grant from the Department of Public Safety, Juvenile Accountability Incentive Block Grant Program. This application was presented to the Judicial Committee on December 14th along with the Continuation Gang Grant.

This grant application was due to the Department of Public Safety on December 16, 2004 and was submitted to DPS by the Sheriff's Department thinking that it had been approved by full Council.

This grant is for the hiring of one additional gang investigator, equipment and operating expenses. The total grant amount is \$107,288.00 and will require matching funds from the Sheriff's Department fiscal year 2005-2006 budget in the amount of \$10,729.00. The grant is effective April 1, 2005 through March 31, 2006 and can be renewed for two more years. There is no penalty if the position is not retained after the three year period.

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

**TO:** Evelyn Babbitt  
County Finance Grant Manager

**FROM:** Nandalyn Heaitley  
Sheriff's Department Grants Manager

**RE:** Enhancement Gang Unit Grant  
Fund 2443 Renewal

**DATE:** December 2, 2004

The application for an Enhancement Gang Unit Grant is attached. This grant is eligible for funding for a three year period beginning April 1, 2005 to March 31, 2008. If awarded, this grant must be applied for each year for continuation. The new investigative position request includes the salary and fringes, equipment, operating costs, and service fees. This grant is a 90/10 match.

Lexington County Enhancement Gang Unit grant request is:

Personnel	\$59,335
Travel and Training	\$ 8,100
Equipment	\$32,850
Other (Supplies, service fees and monthly operating costs, uniforms, manuals and supplies)	\$ 7,003

The total amount requested for the **Enhancement Gang Unit Grant** is **\$107,288** with a **10% match of \$10,729**. The matching funds will be taken from the Sheriff's Department fiscal year budget for 2005/2006.



A Nationally Accredited Law Enforcement Agency  
P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162



STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
Juvenile Accountability Incentive Block Grant

JUVENILE JUSTICE PROGRAMS GRANT APPLICATION

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #: \_\_\_\_\_ Award Date: \_\_\_\_\_  
Prior Grant #1: \_\_\_\_\_ #2: \_\_\_\_\_ #3: \_\_\_\_\_  
App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
Federal Fiscal Year: \_\_\_\_\_ Fund Year: \_\_\_\_\_ Program Area: \_\_\_\_\_

TO BE COMPLETED BY PROJECT DIRECTOR - SEE INSTRUCTIONS

County #: <u>32</u> County Name: _____	2. Grant Period: Begin <u>1-Apr-04</u> End: <u>3/31/2005</u>
3. Project Title: <u>Enhancement Gang Unit</u>	
4. Project Summary: <u>The gang unit will continue to prevent, identify, intervene and disband juvenile gangs in Lexington County and will protect students and school personnel from gang and youth drug violence Program 10</u>	
5. Type of Application (Check Applicable Line) a. <input type="checkbox"/> Initial <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Year of Funds <input checked="" type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> Other: <input type="checkbox"/> Revision <input type="checkbox"/> Reverted c. <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursable	
6. a. Organization Type (Check Applicable Line) <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Private, Non-Profit Organization Other (Specify): _____ b. U.S. Congressional District: <u>2</u>	7. Name and Address of Implementing Agency <u>Lexington County Sheriff's Department</u> 10 Digit Zip: _____ (Area) Phone #: _____ (Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

8. BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<u>53,401</u>	<u>5,934</u>	<u>59,335</u>
Contractual Services	_____	_____	_____
Travel	<u>7,290</u>	<u>810</u>	<u>8,100</u>
Equipment	<u>29,565</u>	<u>3,285</u>	<u>32,850</u>
Renovation/Construction	_____	_____	_____
Other	<u>6,303</u>	<u>700</u>	<u>7,003</u>
TOTAL:	<u>96,559</u>	<u>10,729</u>	<u>107,288</u>

For the construction of a permanent juvenile corrections facility, cash match must equal 50% of total program cost. Otherwise, cash match must equal 10% of total program cost.

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:  State  County  City  
 Other (Explain): \_\_\_\_\_

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
<b>I. PERSONNEL</b>				
A SALARIES.				
% of Time				
Position Title				
On Project				
Quantity				
Gang Investigators	36,000	4,000	N/A	40,000
Overtime	2,700	300		3,000
<b>TOTAL SALARIES.</b>	<b>38,700</b>	<b>4,300</b>	<b>N/A</b>	<b>43,000</b>
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>				
Social Security & Medicare (FICA)	2,961	329	N/A	3,290
Retirement	4,141	460		4,601
Workers' Compensation Insurance	1,659	185		1,845
Unemployment Insurance (on first \$7,000 only)	0	0		
Health Insurance	5,400	600		6,000
Dental Insurance	0	0		
Pre-Retirement Death Benefit	0	0		
Accidental Death Benefit (Police Officers)	0	0		
Other Employer Contributions (Itemize) Gen Tort	540	60		600
	0	0		
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>	<b>14,701</b>	<b>1,634</b>	<b>N/A</b>	<b>16,335</b>
<b>TOTAL PERSONNEL:</b>	<b>53,401</b>	<b>5,934</b>	<b>N/A</b>	<b>59,335</b>
<b>II. CONTRACTUAL SERVICES:</b> (Itemize -- DO NOT include professional fees for doctors, psychologists, etc )			N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>			N/A	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
14,000 miX1 Inv.X Federal Rate	5,400	600		6,000
Lodging \$100/night X 10 nights X 3 Officers per diem, air fare, parking, car rental)	900	100		1,000
(\$30/dayX1X10) airfare est. \$400, car est \$200, misc.	990	110		1,100
<b>TOTAL TRAVEL:</b>	<b>7,290</b>	<b>810</b>	<b>N/A</b>	<b>8,100</b>



## **PERSONNEL**

The Lexington County Sheriff's Department is requesting the continuation of the two gang investigators and the addition of a gang investigator to investigate gangs, reduce gang violence, discourage gangs, inform schools and parents about gangs, and to disrupt gang crime. The gang investigators will work 100% of their time to fulfill the job duties as an investigator on the grant.

## **TRAVEL**

Travel miles are required at the federal rate for the investigators to travel to gang crime scenes, investigate gang activities, to investigate gang activities at schools, and attend workshops, training seminars and citizen awareness presentations. Lodging, per diem, air fare if required, parking, car rental and other miscellaneous training expenses will be required for the investigator and will be paid at the county allowance rate.

## **EQUIPMENT**

A vehicle such as a large truck or an SUV will be required for the day to day operations and in performing the duties of gang investigators. There will be accessories required such as tool boxes.

The undercover light package for the vehicle is necessary for the proper identification of the investigator in pursuit situations.

The 800 MHz is required for immediate communication and for the safety of the investigators. The radio must be able to talk with all law enforcement agencies and must be digital encrypted in order to be compatible and able to communicate with other agencies.

The laptop computer and color printer is required for the gang investigator to record information, keep records of gang activities, and compile reports, present educational programs and to have immediate access to NCIC in the field while performing job tasks

The digital camcorder and digital camera with a video capture card and carrying case and lens is required to film gang graffiti and other gang insignias, to film teaching tapes for training purposes, and to aid in the preparation of court case presentations.

## **OTHER**

Office supplies to include paper, folders, pens, tape, envelopes, dividers, stamps, disks and other general supplies are required for the operation of the gang unit. Operating supplies are necessary to purchase batteries, video and audio tapes, and other police supplies that are necessary to operate the gang unit.

Law enforcement accessories are required for the purchase of leather goods for the investigator, flashlights, handcuffs, flex cuffs, OSHA items, etc. for the operation of the gang unit.

Registration fees for seminars and training workshops are required as a term and condition to comply with grant regulations. Investigators must attend two training workshops or seminars per year as approved by the administering grant agency.

Uniforms are required for the investigators to perform their duties in special services when performing their job tasks on the gang unit.

The 800 MHz radio service fees must be paid for each radio in order to maintain continuous operation for communication purposes.

Body armor is required for safety of the investigator and must be worn according to policy.

Cell phone service is required for the investigators to have telephone service to be in immediate contact with other officers and with anyone concerning gang activities.

A cell phone must be purchased in order to receive cell phone service.

Handgun and accessories are standard policy issue for the Lexington County Sheriff's Department and are required for safety purposes.

Telephone services, including voice mail, are necessary for citizens and informants to leave messages for the gang investigators.

Software is required for the data input and case management for the gang unit.

Clothing allowance is required by policy for the investigators to present cases in court, meeting with school officials and citizens, and for undercover operations while performing duties as a gang investigator.

Office furniture is required for the investigator to establish an office.

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

**TO:** Evelyn Babbitt  
County Finance Grant Manager

**FROM:** Nandalyn Heaitley  
Sheriff's Department Grants Manager

**RE:** Live Scan Fingerprint System Grant

**DATE:** December 29, 2004

The application for the first year of funding for the Live Scan Fingerprint System grant is attached. The application includes funding requests for equipment, operating and supply costs, and service maintenance. The Lexington County Sheriff's Department request is for Committee and Council approval to apply for the first year of funding. The application is due to the South Carolina Department of Public Safety January 14, 2005 at 5:00 p.m. The grant funding cycle is July 1, 2005 to June 30, 2006. This is a one year grant.

The request for the **Lexington County Sheriff's Department** is:

<b>Travel</b> (Hotel, Per Diem, Car Rental, Air Fare, Parking, Miscellaneous	\$ 3,000
<b>Other</b> (Operating Costs)	\$ 22,200
<b>Equipment</b> (Listed on page 3)	\$165,000
<b>TOTAL</b>	<b>\$190,200</b>

The 25% match requested for LCSD is \$ 47,550. The matching funds will be included in the Lexington County Sheriff's Department fiscal year budget 2005/2006.





**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY**

**DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION**

Oct 99

**FOR STATE FUNDING AGENCY (SFA) USE ONLY**

Grant #: \_\_\_\_\_ Award Date \_\_\_\_\_  
 Prior Grant #1: \_\_\_\_\_ #2: \_\_\_\_\_ #3: \_\_\_\_\_  
 App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 Federal Fiscal Year: \_\_\_\_\_ Fund Year: \_\_\_\_\_ Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS**

1. County #: 32  
 County Name: Lexington County

2. Grant Period:  
 Begin: 7/1/2005 End: 6/30/2006

3. Project Title: LIVE SCAN FINGERPRINT SYSTEM

4. Project Summary: To upgrade current obsolete Live Scan system to provide fingerprinting capture to transmit to SLED and into the National AFIS data base.

5. Type of Application (Check Applicable Line)  
 a.  Initial  Continuation  Revision  Reverted  
 b. Year of Funds  1st  2nd  3rd  Other: \_\_\_\_\_  
 c.  Advance  Reimbursable

6. a. Organization Type (Check Applicable Line)  
 State  City  County  
 Private, Non-Profit Organization  
 Other (Specify): \_\_\_\_\_  
 b. U.S. Congressional District: 2nd

7. Name and Address of Implementing Agency  
Lexington County Sheriff's Department  
 10 Digit Zip: \_\_\_\_\_  
 (Area) Phone #: \_\_\_\_\_  
 (Area) Fax #: \_\_\_\_\_

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

8 BUDGET: USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	0	0	0
Contractual Services			
Travel	2,250	750	3,000
Equipment	123,750	41,250	165,000
Renovation/Construction			
Other	16,650	5,550	22,200
<b>TOTAL:</b>	<b>142,650</b>	<b>47,550</b>	<b>190,200</b>
b. PERCENTAGE.	<u>75 %</u>	<u>25 %</u>	<u>100%</u>

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS:  State  County  City  
 Other (Explain) \_\_\_\_\_

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
<b>I. PERSONNEL</b>				
<b>A. SALARIES</b>				
<u>Position Title</u> <u>% of Time</u> <u>On Project</u> <u>Quantity</u>			N/A	
	0	0		0
<b>TOTAL SALARIES:</b>	\$0	\$0	N/A	\$0
<b>B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):</b>				
Social Security & Medicare (FICA)	0	0	N/A	0
Retirement STATE	0	0		0
Workers' Compensation Insurance	0	0		0
Unemployment Insurance (on first \$7,000 only)	0	0		
Health Insurance				
Dental Insurance	0	0		
Pre-Retirement Death Benefit	0	0		
Accidental Death Benefit (Police Officers)	0	0		
Other Employer Contributions (Itemize):				
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>	\$0		N/A	
<b>TOTAL PERSONNEL:</b>	\$0	\$0	N/A	\$0
<b>II. CONTRACTUAL SERVICES:</b> (Itemize -- DO NOT include professional fees for doctors, psychologists, etc.)			N/A	
<b>TOTAL CONTRACTUAL SERVICES:</b>			N/A	
<b>III. TRAVEL:</b> (Itemize--include mileage, airline cost, lodging, per diem, parking, car rental)			N/A	
Lodging, Per Diem, Airfare, Car Rental	2,250	750		3,000
<b>TOTAL TRAVEL:</b>	\$2,250	\$750	N/A	\$3,000



## **TRAVEL**

Travel funds are requested for the required training to operate the Live Scan system and to travel to the location of the vendor of the Live Scan system to get hands on training prior to the shipment of the Live Scan system.

## **EQUIPMENT**

The Live Scan Systems will capture the fingerprints and transmit them electronically to SLED to identify immediately the subjects being booked into the jail. The fingerprints and palm prints will also be submitted into the AFIS system for latent identification. The printer, mag-strip reader, photo capture light backup, the fingerprint/palm print flatbed scanner, dual paper tray and new options that may be available will be purchased to allow for the highest quality of technology.

The uninterrupted power supply is necessary in case of power failure so that continuous power will maintain the system for software, data storage, and print and submission requirements.

The software is required to interface the jail management system and the Live Scan to work as one unit to integrate the photo capture, fingerprint capture, and AFIS to be able to transmit to SLED.

## **OTHER**

The office supplies and the operating supplies will allow for the purchase of fingerprint cards that will be made as a hard copy for backup and for cartridges and other general office needs.

The registration for training is required to train officers to be proficient in the taking of fingerprints for electronic transmittal and for the operation of the Live Scan system equipment.

The service bundle will allow for the continuous service to be operational so that the machine will not have any down time.

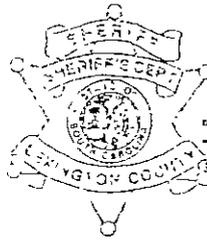
### SECTION III. – PROGRAM OVERVIEW

The goal of the Live Scan system is to improve the quality of fingerprints in the SLED AFIS database by transmitting fingerprints electronically to SLED. The rejection rate for fingerprint legibility will be eliminated and the search results will be received within the hour of submission. The interfacing of the JAMIN system for jail management will be completed to transmit not only the fingerprints scanned into the Live Scan system, but will transmit photo captures (mug shots), palm prints, and signatures that have been recorded onto the Live Scan system. The Live Scan system will enhance the capabilities of our new AFIS system by capturing palm prints at the time of arrest.

A site survey has been conducted by SLED and by the representative of our AFIS installer to make sure that the present area and the present electrical set up that we are now using for our Series 2000 Live Scan will be acceptable for the Series 3000 Live Scan that we are requesting. After meeting with the County Maintenance Supervisor, the Detention Staff, the Information Services Staff, the Ominitrak Representatives, and Department Heads of the Lexington County Sheriff's Department, it has been determined that the present location at 521 Gibson Road in the Detention Facility is a secured and adequate space for this installation. Furthermore, it has been determined that the T-1 lines in the Cayce Detention location will be able to handle the transmission of fingerprints to SLED.

**Sheriff**

James R. Metts, Ed. D.



## LEXINGTON COUNTY SHERIFF'S DEPARTMENT

**TO:** Evelyn Babbitt  
County Finance Grant Manager

**FROM:** Nandalyn Heaitley  
Sheriff's Department Grants Manager

**RE:** Multi-jurisdictional Crime Scene Investigative Task Force Grant

**DATE:** December 22, 2004

The application for the first year of funding for the Multi-jurisdictional Crime Scene Investigative Task Force grant is attached. The application includes funding requests for a total of five new personnel for salary, overtime and fringes, equipment, operating and supply costs, and service fees. The Lexington County Sheriff's Department request is for Committee and Council approval to apply for the first year of funding. The application is due to the South Carolina Department of Public Safety January 14, 2005 at 5:00 p.m.

The grant funding cycle is July 1, 2005 to June 30, 2006 and the grant match is 25%. This is a three year grant and must be applied for each fiscal year.

The request for the **Lexington County Sheriff's Department** is:

<b>Personnel</b> (Salary, Overtime, Fringes)	\$259,778
<b>Travel</b> (Mileage, Gas, Vehicle Repair, Vehicle Insurance)	\$ 19,440
(Hotel, Per Diem, Car Rental, Air Fare, Parking, Miscellaneous)	\$ 8,000
<b>Other</b> (Operating Costs)	\$ 50,970
<b>Equipment</b> (Listed on page 3)	\$234,450
<b>TOTAL</b>	<b>\$572,638</b>

The 25% match requested for LCSD is **\$143,159**. The matching funds will be included in the Lexington County Sheriff's Department fiscal year budget 2005/2006.



A Nationally Accredited Law Enforcement Agency  
P.O. Box 639/Lexington, South Carolina 29071 (803) 359-8230, Fax # (803) 359-1162



**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY**

**DRUG CONTROL SYSTEM IMPROVEMENT PROGRAM GRANT APPLICATION**

Sep-00

**FOR STATE FUNDING AGENCY (SFA) USE ONLY**

Grant #: \_\_\_\_\_ Award Date: \_\_\_\_\_  
 Prior Grant #1 \_\_\_\_\_ #2: \_\_\_\_\_ #3: \_\_\_\_\_  
 App#: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 Federal Fiscal Year: \_\_\_\_\_ Fund Year: \_\_\_\_\_ Program Area: \_\_\_\_\_

**TO BE COMPLETED BY PROJECT DIRECTOR--SEE INSTRUCTIONS**

1. County #: 32  
 County Name: Lexington County

2. Grant Period:  
 Begin: 7/1/2005 End: 6/30/2006

3. Project Title: Multi-Jurisdictional Crime Scene Investigative Task Force

4. Project Summary: To provide all law enforcement agencies within Lexington County the essentials of a highly trained, skilled, and well equipped Crime Scene Investigative Team operating under a unified approach with consistent standardized collection and reporting procedures.

5. Type of Application (Check Applicable Line)  
 a.  Initial \_\_\_\_\_ Continuation  
 \_\_\_\_\_ Revision \_\_\_\_\_ Reverted  
 b. Year of Funds  1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ Other \_\_\_\_\_  
 c. \_\_\_\_\_ Advance  Reimbursable

6. a. Organization Type: (Check Applicable Line)  
 \_\_\_\_\_ State \_\_\_\_\_ City  County  
 \_\_\_\_\_ Private, Non-Profit Organization  
 Other (Specify): \_\_\_\_\_

b. U S Congressional District: 2

7. Name and Address of Implementing Agency  
Lexington County Sheriff's Department  
P.O. Box 639  
Lexington, South Carolina  
 10 Digit Zip: 29071  
 (Area) Phone #: (803) 951-2405  
 (Area) Fax #: (803) 359-8275

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

8. BUDGET USE WHOLE DOLLARS ONLY! (For Example: \$1,500 NOT \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<u>194,834</u>	<u>64,944</u>	<u>259,778</u>
Contractual Services	_____	_____	_____
Travel	<u>20,580</u>	<u>6,860</u>	<u>27,440</u>
Equipment	<u>175,837</u>	<u>58,613</u>	<u>234,450</u>
Renovation/Construction	_____	_____	_____
Other	<u>38,228</u>	<u>12,742</u>	<u>50,970</u>
<b>TOTAL</b>	<u>429,479</u>	<u>143,159</u>	<u>572,638</u>
b. PERCENTAGE:	<u>75 %</u>	<u>25%</u>	<u>100%</u>

\_\_\_\_\_ State

9. APPROPRIATION OF NON-GRANTOR MATCHING FUNDS.  County \_\_\_\_\_ City  
 \_\_\_\_\_ Other (Explain): \_\_\_\_\_

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION		LCSD	Page 3
CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL	
		CASH	IN-KIND		
<b>IV. EQUIPMENT (\$1,000 or more per Unit):</b>					
(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
ITEM	Quantity			N/A	
Downflow Fingerprinting Workstation	1	3,075	1,025	4,100	
Cyanoacrylate Fuming Chamber	1	7,200	2,400	9,600	
Video Enhancement Workstation	1	30,000	10,000	40,000	
Digital Image Storage System	1	19,500	6,500	26,000	
Alternate Forensic Light Source	3	5,175	1,725	6,900	
Evidence Drying Cabinet	1	4,313	1,437	5,750	
Digital Video Camcorder	3	2,475	825	3,300	
800 MHz Radios	3	11,925	3,975	15,900	
Crime Scene Response Van and Operational Equip	3	58,500	19,500	78,000	
Utility Vehicles	1	12,375	4,125	16,500	
Emergency Vehicle Equipment	4	6,900	2,300	9,200	
Laptop and Printer	5	8,250	2,750	11,000	
<b>TOTAL EQUIPMENT:</b>		<b>\$169,688</b>	<b>\$56,562</b>	<b>N/A</b>	
<b>V. RENOVATIONS/CONSTRUCTION (Describe)</b>					
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		N/A	N/A	N/A	
<b>VI. OTHER: (Itemize -- See Instructions)</b>					
Clothing Allowance		1,125	375	1500	
Office Supplies		563	188	750	
Duplicating Fees		1,500	500	2,000	
Crime Scene Supplies, Kits, and Operating Supplies		15,000	5,000	20,000	
Pager		293	98	390	
Mobile Phone Service		1,856	619	2,475	
800 MHz Radio Service		1,856	619	2,475	
Body Armor		1,575	525	2,100	
Training Supplies		900	300	1,200	
Law Enforcement Accessones		1,125	375	1,500	
Telephone & Long Distance Charges		465	155	620	
Registration for Training		2,700	900	3,600	
Paper Shreddar		150	50	200	
Uniforms		900	300	1,200	
Software		4,200	1,400	5,600	
Mobile Phones		270	90	360	
<b>TOTAL OTHER:</b>		<b>\$34,478</b>	<b>\$11,493</b>	<b>N/A</b>	

CATEGORIES	GRANTOR	MATCHING FUNDS		TOTAL
		CASH	IN-KIND	
<b>IV. EQUIPMENT (\$1,000 or more per Unit)</b> (Itemize - DO NOT USE BRAND NAME.)			N/A	
<u>ITEM</u>	<u>QUANTITY</u>			
35 MM Camera with lens and all accessories	3	2,850	950	3,800
Digital Camera with lens and all accessories	3	3,300	1,100	4,400
<b>TOTAL EQUIPMENT:</b>		<b>\$6,150</b>	<b>\$2,050</b>	<b>\$8,200</b>
<b>V. RENOVATIONS/CONSTRUCTION:</b> (Describe)				
<b>TOTAL RENOVATIONS/CONSTRUCTIONS:</b>		N/A	N/A	N/A
<b>VI. OTHER:</b> (Itemize -- See Instructions)			N/A	
Handguns and Accessories		1,688	563	2,250
Scanners		338	113	450
Lockable File Cabinets		1,050	350	1,400
Office Furniture and Chairs		675	225	900
<b>TOTAL OTHER:</b>		<b>\$3,750</b>	<b>\$1,250</b>	<b>\$5,000</b>

## **PERSONNEL**

The Lexington County Sheriff's Department is requesting three forensic Crime Scene Investigators to provide professional and standardized attention to the gathering of crime scene evidence to effectively discover and document their findings to successfully apprehend and convict the offenders in Lexington County. An Evidence Custodian will be required to collect, log, and seal all evidence items found at the crime scenes to secure the evidence for prosecution purposes. The Administrative Assistant will serve as the liaison with the Solicitor's office to ensure the legal information is reviewed and that any evidence and related data pertinent in the crime scene evidence is readily available for court presentation. Results of cases will be logged for evaluation of evidence gathering procedures. All the positions requested in the grant will be required to work 100% to fulfill the job duties for the grant.

## **TRAVEL**

Mileage for the Crime Scene Investigators to travel to the crime scenes to investigate and to gather evidence is required at the Federal mileage rate. The Administrative Assistant will be required to travel to all the law enforcement agencies and the Solicitor's Office to coordinate and to assist with the case preparations and the meetings. Training mileage is required for the Crime Scene Investigators, Evidence Custodian, and the Administrative Assistant to attend the two courses required as a condition of the grant terms.

## **EQUIPMENT**

The down flow fingerprinting workstation is necessary to provide a work surface for the application of latent powders while containing the resulting dust associated with this type of process. The table provides a stable work area with adequate illumination so that the operator and adjacent work areas are protected from the resulting powder residue.

The cyanoacrylate fuming chamber is required to prevent the operator from exposure to the cyanoacrylate fumes which are an inhalation hazard. Proper humidity and exposure are very important in this process and this chamber monitors and adjusts this filtration of the fumes automatically.

The video enhancement workstation will be necessary to transfer the video evidence into a digital form where it may be enhanced to provide detail to the analog and digital video evidence. This enhancement will provide still images, de-plex a multiplexed tape to view video, Convert video, expose video images outside of the normal area, prepare courtroom exhibits for trial and enhance audio tracks.

The digital image storage system will secure storage for digital images so that the originals can be authenticated and those enhanced for identification purposes can be documented as to what enhancements were made for court purposes. All originals will be secured with any activity such as viewing and printing logged.

The alternate forensic light system uses light in a specific band width for identifying trace evidence of serological evidence, hairs and fibers, gunshot residue, and enhancement of bruising. These light sources will be a part of each investigators tool kit.

The evidence drying cabinet is required to provide a secure area for the biohazard type evidence and for the drying of wet evidence while preventing the possibility of cross contamination. This system eliminated personnel exposure to putrid odors of decomposition and harmful bacteria or viruses. Decontamination of the evidence drying cabinet between cases eliminates residual DNA that may affect subsequent serology.

The digital video camcorders will allow each crime scene investigator to have immediate access to a camcorder to record the crime scene at the time of arrival and very importantly, before any evidence has been photographed or anyone has been allowed on the scene. This evidentiary tape will be used as evidence for court purposes.

The 800 MHz Digital Encrypted radios will be required for the communication for safety and interagency communication of the Crime Scene Investigators. The radios issued must be that of standard issue so that all law enforcement agencies will be able to communicate,

The Crime Scene Response Vans along with all the necessary items to completely outfit the vans for crime scene discovery, will allow each crime scene investigator to have access to the same tools and will allow the same level of service on each individual crime scene from each investigator at the time of arrival. The vans must also have roof vents, side doors for easy access to supplies and tools, lockable compartments, storage bins, and have floor coating due to the hazardous items retrieved from crime scenes.

A utility vehicle will be required for the Evidence Custodian to transport evidence from the crime scene to the Lexington County Sheriff's Department for analysis and storage of items.

The vans and utility vehicle must be equipped with law enforcement emergency lighting for the safety of the officers and citizens and to help to secure crime scene awareness and to be used in emergency situations.

Laptops and printers are necessary for each Crime Scene Investigator, Evidence Custodian, and Administrative Assistant to effectively keep statistical information, case file preparations, general office operational requirements, and other information required by the Multi-jurisdictional Crime Scene Investigative Task Force.

The 35 mm cameras are required as part of the equipment that each investigator must have readily available to photograph evidence and scenes that are not suitable for documentation using digital technology.

## **OTHER**

The clothing allowance is needed to help offset the expenses of the Investigators for civilian clothing required as part of the job task and for court presentations.

Office supplies are needed to provide pens, paper, printer cartridges, toner, etc. Duplicating fees are required for the copying of case files, reports, general correspondence and other documents required to present the cases for court. Funds are needed to purchase video and audiotapes, film disks, batteries etc. for operational purposes for the Investigators, Evidence Custodian and the Administrative Assistant. Crime scene supplies, all types of evidence gathering kits, and other operating supplies will be necessary to efficiently perform the job tasks of the CSI Task Force.

Law enforcement accessories are needed to purchase flashlights, mag lights, gun cleaning kits, OSHA kits etc. required to perform crime scene investigations. Pager, mobile phone radio service fees, and radio maintenance charges are communication user fees that are required for the safety and immediate contact of the Investigators and every one involved with the Multi-jurisdictional Crime Scene Investigative Task Force.

Body armor is required as policy and standard procedure for each sworn officer to wear for protection.

Training supplies will be required to give to all officers, investigators, and crime scene investigators during the monthly training sessions held for specialized training workshops and information sharing workshops.

Law enforcement accessories are needed to purchase flashlights, mag-lights, gun cleaning kits, OSHA kits etc. required to perform crime scene investigations.

Telephone service is required for officers to have access to informants and to perform narcotic duties and for the prosecutor to have access to communicate with investigators and those testifying in cases.

Registration for training is needed to pay for training to be attended by the Investigators, Evidence Custodian, and Administrative Assistant. Grant requires two training workshops per employee per year.

A paper shredder is required for the shredding of documents and other information that is not to be viewed after use.

Uniforms will be worn by all at the crime scene when gathering evidence for identification purposes and for safety reasons.

Software is necessary for the programming of data stored into a file for grant purposes and for the uniformity in developing and data entry of evidence forms required for submission for case preparation and chain of custody issues.

Mobile phones are necessary for the purpose of communications and immediate one on one conversation for crime scene investigative purposes.

Handguns and magazines will be part of the standard issue for the investigators to allow them to have arrest posers and to be used for protection of the officers and the citizens.

The scanners will allow the investigators to scan photographs to be used in their case preparation for courts. The immediate downloading of these pictures will enable the investigator to document and file each case as it is worked.

Lockable file cabinets will store documents, correspondence, and other important reports for Crime Scene case files.

Each member of the Multi-jurisdictional Crime Scene Investigative Task Force will need a chair and some desks and other office furniture to be able to perform their grant job tasks.

### SECTION III. – PROGRAM OVERVIEW

The ultimate goal for the gathering of forensic evidence in Lexington County is to combine resources to form a strong Multi-jurisdictional Crime Scene Investigative Task Force and provide a unified approach to combating crime by discovering, identifying, and properly collecting and preserving vital evidence in crime scene investigation. The services of this team would establish uniformity of forensic services throughout the county with a rising goal of consistency in the recognition and preservation of physical evidence that will yield reliable information throughout all aspects of the investigation. The interagency support and capabilities of this team will clearly advance the successful prosecution and conviction of a criminal offender.

Creating a Multi-jurisdictional Crime Scene Investigative Task Force allows for a unified approach to combating the crime problem in Lexington County as well as the adjoining regional area. By maintaining such a team, all county law enforcement agencies can rely on one unit to perform the necessary functions to effectively retrieve, analyze and report findings of evidence gathered at a crime scene. Because of the current disparity in the size of the agencies within the county, each agency often perform these functions differently depending upon the training, ability and the operational needs and equipment afforded to them. Because of these facts, deficiencies exist in the quality and in the uniformity of collection and analysis. Combining these efforts will highly improve the discovery, documentation and collection of evidence and will allow a crime scene to be worked in a uniformed manner on a continuous basis.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

---

**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

**subject:** Case Management System Coordinator Grant Program

**date:** January 4, 2005

The 11th Circuit Solicitor's Office is asking County Council's approval to apply for a Case Management System Coordinator Grant from the Department of Public Safety, Bryne Grant Program.

This grant application is due to the Department of Public Safety on January 14, 2005 and will be effective July 1, 2005.

This grant is for the hiring of one Case Manager Coordinator, office equipment and operating expenses. The total grant amount is \$53,020.00 and will require matching funds from the General Fund in the amount of \$13,255.00. This is a 25%/75% grant.

**COUNTY OF LEXINGTON**  
**CASE MANAGEMENT SYSTEM COORDINATOR GRANT PROGRAM**  
**Annual Budget**  
**FY 2005-06 Estimated Revenue**

Object Code	Revenue Account Title			Total Recommend
<b>*Solicitor / : Case Management System Coordinator Grant Program</b>				
		Grant	Cash	
<b>Revenues:</b>				
456100	Grant Program Income	39,765		<u>39,765</u>
	Cash Match Program Income		13,255	<u>13,255</u>
<b>** Total Revenue</b>		<u>39,765</u>	<u>13,255</u>	<u><b>53,020</b></u>
<b>***Total Appropriation</b>		<u>39,765</u>	<u>13,255</u>	<u><b>53,020</b></u>
FUND BALANCE				
	Beginning of Year	<u>39,765</u>	<u>13,255</u>	<u>53,020</u>
FUND BALANCE - Projected				
	End of Year	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>

**COUNTY OF LEXINGTON**  
**CASE MANAGEMENT SYSTEM COORDINATOR GRANT PROGRAM**  
**Annual Budget**  
**Fiscal Year - 2005-06**

Fund:  
Division: Judicial  
Organization: 141200 - Solicitor

Object # Code	Expenditure Classification	<b>BUDGET</b>		
		Grant	Cash	FY 05-06
<b>Personnel</b>				
510100	Salaries & Wages - Grade 13	26,229	8,743	34,972
	Salaries & Wages Adjustment			
511112	FICA Cost	2,007	669	2,675
511113	SCRS - Employer's Portion	1,797	599	2,396
511120	Employee Insurance	4,500	1,500	6,000
511130	Workers Compensation	94	31	126
511131	SC Unemployment Ins.	150	50	200
	<b>* Total Personnel</b>	<b>34,777</b>	<b>11,592</b>	<b>46,369</b>
<b>Operating Expenses</b>				
521000	Office Supplies	450	150	600
521200	Operating Supplies	675	225	900
524201	General Tort Liability Ins	75	25	100
524202	Surety Bonds	23	8	31
525000	Telephone	296	99	395
525020	Pagers and Cell Phones	135	45	180
525210	Conference & Meeting Exp	675	225	900
525230	Subscriptions, Dues, & Books	150	50	200
525240	Personal Mileage Reimbursement	450	150	600
	<b>* Total Operating</b>	<b>2,930</b>	<b>977</b>	<b>3,906</b>
	<b>** Total Personnel &amp; Operating</b>	<b>37,706</b>	<b>12,569</b>	<b>50,275</b>
<b>Capital</b>				
540000	Small Tools & Minor Eqmt			
	File Cabinet	375	125	500
	Computer, Desk Top	900	300	1,200
	Cubicle	784	261	1,045
	<b>** Total Capital</b>	<b>2,059</b>	<b>686</b>	<b>2,745</b>
	<b>*** Total Budget Approp</b>	<b>39,765</b>	<b>13,255</b>	<b>53,020</b>

## PROBLEM STATEMENT

The pace new Lexington County criminal cases flowing into the 11<sup>th</sup> Circuit Solicitor's Office has outstripped the ability to appropriately bring them to disposition. This is amply demonstrated by the South Carolina Court Administration's statistical reports.

On June 30, 2001, 6,072 General Sessions warrants were pending in Lexington County.

One year later, the number rose to 6,507.

After another year, the number of warrants stood at 7,442.

And, on June 30, 2004, there were 9,414 General Sessions warrants pending action in the Solicitor's Office. Thus, in just three years, the number of backlogged cases in Lexington County has grown by 55%.

Clearly, a new approach is needed. Therefore, the Solicitor has undertaken the implementation of a new fast-track system to assure that new cases coming into the office are moved quickly through the system. The Solicitor, in conjunction with Circuit Judges, has established a tight schedule under which defendants are scheduled for their first appearance hearings approximately 30 days after arrest. Approximately 40 days later, they are scheduled for a second hearing, at which both defendants and prosecutors must be ready to dispose of the case, either by plea or trial.

Obviously, this requires that case processing in the Solicitor's Office must be done far more quickly than at present. To that end, the Solicitor's Office has added seven new case manager positions to the staff. It will be their responsibility to make sure all materials needed by prosecutors are quickly assembled into a case file and passed to the prosecutors. Beyond that, a system must be established under which existing cases may be merged into the fast track system to alleviate the burgeoning backlog.

It has become quickly apparent, however, that one additional position is necessary – that of a Case Management System Coordinator. Currently, functions that should be performed by a Coordinator are divided among several members of the Solicitor's staff, each of whom already has a full slate of other responsibilities.

## PROJECT PURPOSE

The purpose of this project is to create within the 11<sup>th</sup> Circuit Solicitor's Lexington Office a General Sessions Case Management Coordinator position.

The General Sessions Case Management Coordinator will be responsible for continued implementation and operation of a court delay-reduction program thereby improving the operational effectiveness of the court process and expanding the prosecutorial, defender and judicial resources.

This position will under limited supervision:

Plan, direct, and administer the daily activities in the General Sessions Case Management Program in the Solicitor's office.

Operate the case management project to assist the Solicitor by providing all materials and information needed to move the case efficiently through the court system.

Establish the policies and procedures and produce a manual

Provide overall supervision of the 7 case managers. Conduct annual performance appraisals.

Establish with the prosecutor teams within the office and assign case managers to the team. Meet regularly with the teams and case managers to refine the duties and flow of activities. Will coordinate the teams and produce a schedule of cases that can be circulated to entire office to inform of the process and ensure total cooperation.

Meet with the Solicitor and circuit court judges to establish a schedule of first appearance and second appearance dates to expedite the handling of the cases through the system.

Coordinate meetings with the Solicitor, Judges and public defender's office and the private bar to inform of the system to ensure that all players understand and support the efficiency of the program.

Plan and monitor merger older, backlogged cases into the fast-track system.

Serve as a liaison between the solicitor's office and the magistrates. Meet with magistrates re: bond settings and determination of date of first appearance – serve as contact person for magistrates to contact in unusual situations.

Meet with law enforcement agencies to ensure investigative reports are received on a timely basis – draft an investigative summary page that contains vital information including victim information that could be immediately presented to the case managers to enter into the computer to initiate the process in the Solicitor's office. This process will allow the solicitor's office to immediately begin offering services to victims of crime.

Coordinate with the Victim Witness staff to identify and serve victims of crime by providing services immediately to avoid further trauma to the victims.

Draft with the Diversion Programs Director a method for screening cases and coordinate the referral of eligible cases to Diversion Programs.

Conduct regularly scheduled meetings with key personnel in the system to troubleshoot problems or issues encountered or make improvements in the system.

Design a method to evaluate the effectiveness of the GS case Management system at set intervals.

## PROJECT OBJECTIVES

1. To hire a General Sessions Case Management Coordinator to implement and operate a court delay-reduction program for Lexington County.
2. Establish policies and procedures and produce a manual for the court delay-reduction program.
3. Coordinate activities with law enforcement and magistrates to ensure that all materials necessary for the expedited processing of case files are received by the solicitor's office on a timely basis.
4. Coordinate meetings and distribute written materials throughout the Solicitor's office, Circuit court judges, magistrates and municipal court judges, public defender's office, and private bar to ensure that key personnel understand and support the expedited case processing system.
5. Plan and monitor the merging of the older backlogged cases in Lexington County into the fast track docketing system.

## PERFORMANCE INDICATORS

1. Has a General Sessions Case Management Coordinator been hired?
2. Have policies and procedures been established and a manual produced for the court delay-reduction program?
3. What coordination activities have been conducted with law enforcement and magistrates to ensure that all materials necessary for the processing of case files are received by the solicitor's office on a timely basis?
4. Have meetings been conducted with, and written materials been distributed throughout the Solicitor's office, Circuit court judges, magistrates and municipal court judges, public defender's office, private bar to ensure that key personnel understand and support the expedited case processing system?
5. Has a plan been devised to merge older backlogged cases in Lexington County into the fast track docketing system, and to monitor its progress?

## PROJECT EVALUATION

Beyond the performance indicators, we will conduct both an outcome evaluation and a process evaluation. These will include a review of:

- The average time in gathering the materials necessary for new case file preparation;
- The average time spent by case managers in preparing and delivering new case files to prosecutors;
- The effect the project has had on the number of backlogged cases;
- The average length of time that passes between arrest and disposition of those cases that are received after the start date of this project;
- The number of existing backlogged cases that are brought to disposition through merging into the fast track system;
- Any adjustments that became necessary during project implementation;
- The levels of cooperation achieved among various elements of the criminal justice system, including law enforcement, magistrates, the Solicitor's Office and circuit judges; and
- Determining areas in which the project may be strengthened, and plans to implement those improvements.

These evaluations will provide the basis for a written manual of policies and procedures that will allow other jurisdictions to rapidly replicate this project.

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**i n t e r o f f i c e**  
**M E M O R A N D U M**

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**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

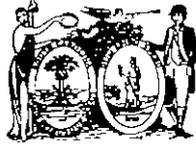
**subject:** Citizen Corps Grant Award (4CC01)

**date:** January 4, 2005

Public Safety - Emergency Management has been awarded an additional Citizen Corps Grant in the amount of \$3,290.00 from the Department of Homeland Security and South Carolina Law Enforcement Division, and is asking County Council's approval to accept the award. The original grant award was in the amount of \$8,000.00.

This additional award is for the purchase of backpack emergency response kits. This grant is federally funded 100% and requires no matching funds.

The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS  
MAJOR GENERAL  
THE ADJUTANT GENERAL

MEMORANDUM

TO: Neil Ellis, Lexington County Emergency Preparedness Division

FROM: Amber McLeod, SCEMD

DATE: December 20<sup>th</sup>, 2004

SUBJECT: Citizen Corps Grant Award (4CC01)

Enclosed are two copies of the Grant Award allocating your county an additional \$3290.00 under the FY 2004 federal funds under the above subject program. Please return **one copy** of the award document signed by your authorized county official (administrator/county manager), to my attention. Retain the second copy of the Award Document for your files.

Quarterly reports should be mailed to Chris Hagen *no later than 10 days after the end of the quarter*. Each quarterly report should include all *Mandatory* items, *Recommended* items and *Delayed* items that have been completed within the reporting period. Your reporting package should include the worksheets included in your application package and a brief narrative outlining accomplishments and shortfalls, if any.

Financial reports should be mailed to my attention *no later than 10 days after the end of the quarter*. Your reimbursement request must include appropriate support documentation for all expenditures.

If you have any questions or if we can be of assistance to you, please don't hesitate to let us know. I look forward to receiving your completed Grant Award document shortly.

Enclosures

J:\Admin\BUSMGR\BUSMGR\LETTERS\FY2004\Citizen Corps Memo

Emergency Management Division  
1100 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 • Fax: (803) 737-8570

SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
1100 Fish Hatchery Road  
West Columbia, SC 29172-2024

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Amendment No.1

SUB-GRANTEE: Lexington County Emergency Preparedness Division	DATE: December 16, 2004
PROGRAM NAME: Citizen Corps	CFDA No.: 97.004
GRANT PERIOD: 06/01/04 – 11/30/05	GRANT NO: 4CC01
AWARDED THIS TRANSACTION: \$3290.00	PRIOR AWARD: \$8000.00

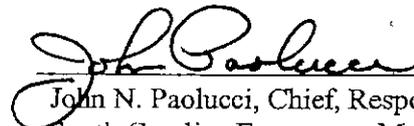
CURRENT TOTAL AWARD: \$11,290.00

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Under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 4CC01, the South Carolina Emergency Management Division, Office of the Adjutant General, hereby awards to the aforementioned *Sub-Grantee*, a federal grant in the amount shown above, for the projects specified in the FY-2004 Citizens Corps application. This grant is subject to the terms and conditions set forth in the application.

The grant shall become effective, as of the date of award and upon return of an original signed copy of this document by the *Sub-Grantee's* designated official(s), to the South Carolina Emergency Management Division. This award must be accepted within thirty (30) days from the above date. It is agreed that Quarterly Progress, Finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *Sub-grantee*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, as applicable, set forth in the Code of Federal Regulations (CFR) 44, OMB Circular Nos. A-21, A-87, A-122 and A-133 and the signed Certifications, which are on file, as they relate to the application acceptance and use of federal funds.

  
\_\_\_\_\_  
John N. Paolucci, Chief, Response and Operations  
South Carolina Emergency Management Division  
Office of the Adjutant General

*Acceptance for the Sub-Grantee:*

\_\_\_\_\_  
County Administrator/Manager

Date: \_\_\_\_\_

**COUNTY OF LEXINGTON**  
**FINANCE DEPARTMENT**

**interoffice**  
**MEMORANDUM**

---

**to:** County Council

**from:** Evelyn Babbitt, Manager of Grants Administration

**subject:** 2004-2005 Community Pride Grant Application

**date:** January 4, 2005

Solid Waste Management is asking County Council's approval to apply for a grant from PalmettoPride in an amount up to \$8,000.00 (the maximum allowable to a county program). Notification of this grant opportunity was received on January 3, 2005 and the application is due on January 21, 2005. There are no matching funds required and no personnel will be hired. The grant funding period will be Tuesday, February 1, 2005 thru Tuesday, January 31, 2006.

It is anticipated we will be asking for funds to purchase border shrub plants for the Ball Park Collection Station, the Sandhills Collection Station, and other beautification projects in the County of Lexington.



# PalmettoPride

PO Box 50217  
Columbia, SC 29250  
1.877.PAL.PRDE (Toll Free)  
1.803.758.6034  
Fax 1.803.758.6032  
www.palmettopride.org

*Joe - FYI  
Brenner*

To: Community Pride Grant Applicant

From: Sarah Robinson, Community Outreach Coordinator

Date: December 15, 2004

The Community Pride Grant program is an important part of PalmettoPride's grassroots initiative. This is a competitive grant designed to provide organizations with the funds necessary to create and maintain successful beautification and litter control activities at the local level. We accept proposals from litter control groups, associations, governments and non-profit organizations in South Carolina.

Enclosed please find the 2004-2005 Community Pride Grant application. All completed applications are due **January 21, 2005**. We will announce the grant winners by February 4, 2005. **\*\*Please note that we have scheduled a Grant Award Winners and Legislators breakfast on February 16, 2005, in Columbia, SC. If your organization receives a grant, we will want you in attendance to receive your check.**

If you need assistance or would like to discuss elements of your grant application, please contact me or Sherryl Jenkins, and we will be happy to help in any way we can. You are an important part of helping to keep South Carolina clean and without your dedication PalmettoPride's initiatives would not be successful.

Sincerely,

*Sarah Robinson*

Sarah Robinson  
KSCB/Community Outreach Coordinator

Enclosures



**Litter  
Trashes  
Everyone.**  
*Don't Do It.*



# PalmettoPride

## Community Pride Grant Request for Proposal

### Purpose of Grant

The Community Pride Grant is a competitive grant that provides organizations **up to \$10,000** to create and maintain successful community beautification and litter control activities at the local level. (Levels of grant funds are outlined below.)

PalmettoPride is a 501(c)(3) non-profit organization committed to reducing litter and encouraging beautification efforts in South Carolina. To achieve these goals, the organization focuses on four essential areas— enforcement; education; awareness; and pickup. The Community Pride Grant program is an integral part of PalmettoPride's grassroots initiative.

### Eligible Applicants

Litter control organizations, beautification groups, government organizations, neighborhood associations and non-profit organizations in South Carolina are eligible to apply for these funds. Priority will be given to those groups who partner with other organizations, including *Keep America Beautiful* affiliates. Prior grant recipients who are not in compliance with grant requirements will be deemed ineligible to receive funds. No organization will be awarded more than one grant per funding cycle.

### Grant Period

The Community Pride Grants are awarded for one year. The grant period begins on **Tuesday, February 1, 2005**, and ends on **Tuesday, January 31, 2006**.

### Use of Grant Funds

A. Eligible grant activities may include any combination of the following:

1. Litter reduction activities
2. Beautification activities
3. Enforcement activities
4. Keep America Beautiful activities

I. Litter Reduction Activities, including but not limited to the following:

- Must have one cleanup planned in the application
- Must send return form with cleanup results
- Must participate in the Great American Cleanup, Zero Tolerance Education Day or Community Blitz
- Will pay for supervisor positions for group cleanups
- Will pay for transportation for supervised group cleanups

II. Beautification Activities, including but not limited to the following:

- Beautification projects must center follow native planting guides for long-term results
- Beautification projects must include maintenance agreements

### III. Enforcement

- Enforcement equipment
- Supervisory fees
- Include reporting guidelines

### IV. Keep America Beautiful activities

- Litter Reduction activities
- Beautification activities
- Operating expenses
- Tree Voucher program
- Affiliate Start Up grant – automatic \$10,000 grant

### B. Costs not covered by grant:

1. No T-21 Grant subsidy grant
2. Computers
3. Food (except water)
4. Flyers and road signs
5. Large yard equipment, such as chainsaws and riding lawn mowers

### Levels of Funding

1. Up to \$2,000 neighborhood or community group
2. Up to \$4,000 city or municipality
3. Up to \$8,000 county program, state agency
4. Up to \$10,000 Keep America Beautiful affiliate or KAB start up

### Application Submission Process

Each applicant must submit a narrative of the proposed project, not to exceed three (3) double-spaced pages. Applications must be typed in a 12-point font, and all pages must be numbered. Applications must be stapled or affixed with paper clips. **Do not submit grants in binders or folders.** Applications must be organized as follows:

1. PalmettoPride Cover page (see attached)
2. Assurances and Terms of Conditions (see attached)
3. Program Description (not to exceed three (3) pages), include:
  - Community involvement
  - Litter reduction or beautification activities
  - Goals and objectives
  - Benefits of the project
4. A budget and budget narrative.
5. Two letters of support from elected officials
6. Maintenance agreement (for Beautification grants)
7. Reporting guidelines (for cleanups and enforcement)

PalmettoPride reserves the right to reject all of the proposals and not award any grant funds under this solicitation. Failure to follow the directions outlined in the application guidelines will result in the application not being considered for funding.

Grant funding may be administered by a governing body, such as County or City Council.

The original application and five copies of the proposal must be postmarked by **Friday, January 21, 2005**. No faxes or electronic submissions will be accepted. All proposals should be mailed to the following address:

**PalmettoPride  
c/o Community Pride Grants Program  
2700 Middleburg Drive, Suite 216  
Columbia, South Carolina 29204**

Questions regarding the PalmettoPride Community Pride Grants should be directed to:

Sarah Robinson  
Community Outreach Coordinator,  
1-877-725-7733, or email questions to: [srobinson@palmettopride.org](mailto:srobinson@palmettopride.org)

# Town of Swansea

RAY SPIRES  
Mayor

W. VENSON HUCKABEE  
Mayor Pro-Tem



WILLIAM "BILL" DEAL  
LINDA G. BUTLER  
WOODROW DAVIS, JR.  
Council

Swansea, South Carolina

December 21, 2004

RECEIVED

DEC 22 2004

Lexington County Community  
& Economic Development

Mr. Art Brooks, Administrator  
Lexington County  
212 South Lake Drive  
Lexington, South Carolina 29212

Re: Additional engineering funds for the Happy Town Water Line.

Dear Art:

Mike Burkhold and I met with Ms. Tammy Coghill and Mr. George Bistany of your staff on December 21, 2004, to discuss overages on the engineering portion of the Happy Town Water Line Project. At that meeting, we discussed the town's position in reference to outstanding and soon to be incurred engineering fees on the project.

The engineer that was originally retained for the project, Mr. Randy Johnson, did not perform and the town was forced to terminate his contract and retain the services of J. E. Wood and Associates to complete the project. This action, taken with the full knowledge and consent of the Lexington County Development Office, resulted in additional engineering cost as we could not get Mr. Johnson to return calls for over two months.

As a result of this change in engineers, we have identified the need for an additional \$5,352.42 in design fees and \$9,120.00 in project inspection fees, for a total additional allocation of \$14,472.42. We are requesting a change order be prepared to cover this additional cost to the town from project contingencies. I have attached a summary of the engineering cost for your review.

The water line portion of the project has been bid, was under budget and construction will begin in January. We hope to have the water service completed by June, 2005.

The Town of Swansea appreciates all of the assistance the county has and is providing to the overall improvement of the Greater Swansea Area.

TOWN OF SWANSEA

  
Ray Spires  
Mayor

**HAPPY TOWN ROAD WATER LINE  
SWANSEA, SOUTH CAROLINA  
JWA#040301**

<u>CONTRACT ITEM</u>	<u>CONTRACT AMOUNT</u>	<u>BILLED TO DATE</u>
100-Engineering Services	\$19,991.00	\$19,991.00
200-Construction Administration	\$ 340.00	\$ 340.00

$  \begin{array}{r}  \$ 9,460.00 \\  - 340.00 \\  \hline  9,120.00  \end{array}  $
------------------------------------------------------------------------------------

<u>DATE</u>	<u>INVOICE#</u>	<u>AMOUNT</u>	<u>BALANCE</u>
04/05/04	3969	\$4,997.75	PAID
05/04/04	4000	\$4,997.75	\$ 4,997.75
06/01/04	4045	\$2,998.65	\$ 7,996.40
08/09/04	4106	\$3,000.00	\$10,996.40
08/29/04	4116	\$1,200.00	\$12,196.40
10/05/04	4166	\$1,398.50	\$13,594.90
12/10/04	4226	\$1,738.35	\$15,333.25

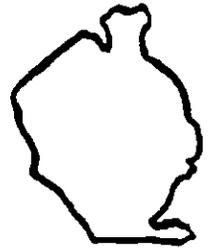
TOTAL DUE

$  \begin{array}{r}  9,120.00 \\  5,352.42 \\  \hline  14,472.42  \end{array}  $
----------------------------------------------------------------------------------

$  \begin{array}{r}  \$15,333.25 \\  - 9,980.83 \\  \hline  5,352.42  \end{array}  $
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**COUNTY OF LEXINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING**



**MEMORANDUM**

**DATE:** January 3, 2005

**TO:** Art Brooks, County Administrator

**FROM:** John Fecht, Public Works Director   
Asst. County Administrator

**RE:** 2005 SCDOT Match Projects

---

At the December 14, 2004 Council meeting, the 2005 SCDOT Match Program was approved at an initial \$1,152,000.00 (50% from SCDOT, 50% Lexington County "C" Funds). Our list of projects is due by February 10, 2005. Any project (resurfacing, intersection improvements, sidewalks, turning lanes, etc.) must be on SCDOT maintained roads. We have an upcoming meeting on January 11<sup>th</sup> and the next two meetings will be on January 25<sup>th</sup> and February 8<sup>th</sup> to finalize the list.

I recommend the Committee of the whole discuss the list of projects on January 11<sup>th</sup> and report out that afternoon to full Council on how we should approach this. Once we have some guidance, we can proceed with getting cost estimates.



South Carolina  
Department of Transportation

November 19, 2004

*Jhr*

Mr. George H. "Smokey" Davis  
Chairman-Lexington County Transportation Committee  
212 South Lake Drive  
Lexington, SC 29072



RE: 2005 State Match Program (SMP'05)

Dear Mr. Davis:

It is my pleasure to inform you that the Commission for the South Carolina Department of Transportation (SCDOT) has approved the use of \$15 million in state funds for a match program for the 2005 fiscal year. The purpose of the 2005 State Match Program (SMP'05) is to improve safety on the state highway system while taking into consideration the three methods of transportation used on state roadways and rights-of-way: Vehicles, Bicycles, and Pedestrians. SMP'05 is a program that promotes a cooperative effort between the SCDOT and County Transportation Committees or local governments to select and fund highway safety improvements.

The allocation of the SCDOT match funds available to your CTC for SMP'05 is \$576,000. The SCDOT will match CTC funds on a dollar per dollar basis up to this amount. The CTC will be responsible for any additional project expenditures above this amount. We are also notifying the County that these match funds have been offered to the CTC. You are encouraged to work with the County and other local governments to identify candidate projects. If the CTC does not wish to participate in the SMP'05 these funds will then be offered directly to Lexington County. Matching funds not claimed by January 5, 2005, will be pooled and those CTCs or counties that have elected to participate in the program will be given an opportunity to receive additional matching funds.

Projects eligible for this program include resurfacing (which includes a 2' paved shoulder in each outer lane and, in addition, a minimum 2' earth shoulder), widening (to include bike accommodations), intersection improvements, sidewalks, turning lanes, improvements in roadway geometry, and other significant measures approved by the SCDOT that will improve safety. Guidelines for the program are attached. If you desire to participate, please submit the enclosed participation form to me no later than January 5, 2005, in order to reserve your allocation of the SCDOT match funds.

Your list of proposed projects should be submitted by February 10, 2005. The District Engineering staff, as well as our "C" Program staff will be glad to work with you to identify eligible projects. SMP'05 is an excellent way to bring more highway dollars into your county. By working together, we can improve transportation for the citizens of your county and our state. If you have any questions concerning this program, please contact me at 803-737-1127.

Sincerely,

*Randall D. Williamson*

Randall D. Williamson, P.E.  
"C" Program Engineer



RDW:svg  
cc: County  
File: PC/RDW

## Participation Requirements

### **SYSTEM PRESERVATION AND SAFETY (SPAS) MATCH PROGRAM**

#### PROGRAM GOAL

The goal of the System Preservation and Safety (SPAS) Match Program is to preserve the integrity of the present highway system through resurfacing while making improvements that will improve safety for the three common modes of transportation used on state roadways and rights-of-way: Vehicles, Bicycles, and Pedestrians. SPAS is a match program that promotes a cooperative effort between SCDOT and County Transportation Committees or local governments to select and fund highway improvements.

#### GUIDELINES

1. The SCDOT will allocate a maximum of \$15 million in state funds to the program for the fiscal year 2004/2005 in order to match "C" Fund contributions or other local funds.
2. The minimum initial allocation by SCDOT for each CTC will be based on the "C" Fund distribution formula. Funds not claimed in the initial allocation will be redistributed to those counties that are interested.
3. SCDOT will match "C" Funds committed to the match program which are in excess of the 25% minimum required by law to be spent on the state highway system.
4. A minimum of one dollar in "C" Funds or local funds must be committed to the match program for each dollar contributed by SCDOT.
5. Projects in this program must be on the state highway system and must be developed to state standards.
6. Projects eligible for this program include resurfacing (which will include a 2' paved shoulder on each side and a minimum 2' earth shoulder), widening to accommodate bicycles, intersection improvements, sidewalks, turning lanes, improvements in roadway geometry, and other significant measures that will improve safety.
7. The selection of projects will be a cooperative effort between the CTC and SCDOT.
8. Projects will require SCDOT Commission approval.
9. The SCDOT will administer and manage all projects including design, bidding, contract award, and construction field management. Exceptions may be made upon request, provided the participant demonstrates the ability to accomplish the work.



COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA,  
MEETING IN GENERAL SESSION THE 11TH DAY OF JANUARY, TWO  
THOUSAND AND FIVE ADOPTED THE FOLLOWING:

WHEREAS, Robert N. Senn served with honor on the Lexington County Board of Zoning Appeals since February 12, 1990; and

WHEREAS, during Robert's tenure, he served as Chairman and Vice-Chairman; and

WHEREAS, his commitment to devoting the time necessary to fulfill the responsibilities of this appointment is a reflection of his concern for Lexington County and its citizens; and

WHEREAS, Lexington County Council is most appreciative for the contributions he has made.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, extend to **ROBERT N. SENN** our sincere thanks and gratitude for the tremendous job he has done for the Board, the County and the citizens of Lexington County.

\_\_\_\_\_  
George H. "Smokey" Davis, Chairman

\_\_\_\_\_  
William C. "Billy" Derrick, V Chairman

\_\_\_\_\_  
Bruce E. Rucker

\_\_\_\_\_  
Debra B. Summers

\_\_\_\_\_  
Bobby C. Keisler

\_\_\_\_\_  
Johnny W. Jeffcoat

\_\_\_\_\_  
John W. Carrigg, Jr.

\_\_\_\_\_  
Joseph W. "Joe" Owens

\_\_\_\_\_  
M. Todd Cullum

ATTEST:

**PROPOSAL FORM E: LOCAL GOVERNMENT RESOLUTION  
2005 - 2006 FTA SECTION 5310**

The Lexington County Council herewith \_\_\_\_\_  
(Name of Local Elected Body)

designates Lexington County Recreation and Aging Commission \_\_\_\_\_ as an entity in  
(Applicant)

Lexington County \_\_\_\_\_  
(Geographic Area)

To provide transportations to the elderly \_\_\_\_\_  
(Elderly or Persons with Disabilities)

We further state that the applicant is one of the providers in the geographic area that is or will be providing transportation services to particular sectors of the elderly and/or persons with disabilities.

Approved and Adoped:

This \_\_\_ day of \_\_\_\_\_, 2005

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Chief Elected Official Signature

\_\_\_\_\_  
Typed Name of Chief Elected Official

\_\_\_\_\_  
Typed Title of Chief Elected Official

**PROPOSAL FORM E: LOCAL GOVERNMENT RESOLUTION  
2005 - 2006 FTA SECTION 5310**

The Lexington County Council herewith \_\_\_\_\_  
(Name of Local Elected Body)

designates Lexington County Recreation and Aging Commission as an entity in  
(Applicant)

Lexington County \_\_\_\_\_  
(Geographic Area)

To provide transportations to the elderly \_\_\_\_\_  
(Elderly or Persons with Disabilities)

We further state that the applicant is one of the providers in the geographic area that is or will be providing transportation services to particular sectors of the elderly and/or persons with disabilities.

Approved and Adoped:

This \_\_\_ day of \_\_\_\_\_, 2005

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Chief Elected Official Signature

\_\_\_\_\_  
Typed Name of Chief Elected Official

\_\_\_\_\_  
Typed Title of Chief Elected Official

## **A P P O I N T M E N T S - B O A R D S & C O M M I S S I O N S**

January 11, 2005

### **BRUCE RUCKER**

**Health Services District Board of Directors** - Larry Livingston - Term expires 03/10/05 -  
Not eligible for reappointment

### **BILLY DERRICK**

**Board of Zoning Appeals** - Ronnie E. Garner - Term expired 12/31/04 - Not eligible for  
reappointment

### **SMOKEY DAVIS**

**Assessment Appeals Board** - James S. Cleckler - Term expired 9/21/04 - Eligible for reappointment  
**Health Services District Board of Directors** - James D. Whitehead, MD - Term expires 03/10/05 -  
Eligible for reappointment

### **DEBBIE SUMMERS**

**Health Services District Board of Directors** - William E. Stilwell, Jr. - Term expires 03/10/05 -  
Eligible for reappointment

### **BOBBY KEISLER**

**Assessment Appeals Board** - Darren E. Rogers, Sr.  
**Health Services District Board of Directors** - James "Jimmy" Irby Shealy - Term expires 03/10/05  
- Eligible for reappointment  
**Health Services District Board of Directors** - Leon A. Love - Term expires 03/10/05 - Eligible for  
reappointment  
**Museum Commission** - Isaac D. Porter

### **JOHNNY JEFFCOAT**

**Health Services District Board of Directors** - Robert O. Heilman - Term expires 03/10/05 -  
Eligible for reappointment  
**Health Services District Board of Directors** - Thad H. Westbrook - Term expires 03/10/05 -  
Eligible for reappointment

**JOHN CARRIGG**

**Accommodations Tax Board** - Vacant (Resigned) - Term expires 12/31/06

**Children's Shelter** - Vacant - Term expired 6/30/01

**Health Services District Board of Directors** - Herbert J. Hames - Term expires 03/10/05 - Not eligible for reappointment

**Library Board** - Vacant (Resigned) - Term expires 9/26/07

**JOE OWENS**

**Accommodations Tax Board** - Vacant (Resigned) - Term expires 12/31/06

**Board of Zoning Appeals** - Robert N. Senn - Term expired 12/31/04 - Not eligible for reappointment

**TODD CULLUM**

**Accommodations Tax Board** - Vacant - Term expired 12/31/03

**Assessment Appeals Board** - Bill Power - Term expired 9/21/04 - Eligible for reappointment

**Children's Shelter** - Vacant - Term expired 6/30/03

**BUILDING CODE BOARD OF APPEALS**

**Building** - Vacant - Term expired 8/13/04

**Plumbing** - Vacant - Term expired 08/13/03

**Member at Large (new)**

**LEXINGTON/RICHLAND ALCOHOL & DRUG ABUSE COUNCIL**

**At-Large Appointments**

William L. Rawl, Jr. - Term expires 12/31/04 - Not eligible for reappointment

**TEMPORARY SIGN AND PERMITTING COMMITTEE**

Vacant - District 7

LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Museum Commission

Nominee: ISAAC D. PORTER (I.D.)

Address: 183 Rabbit Rd. Lex. S.C. 29072

Employed by: (Retired SCETG) Caughman Harmon Funeral Home

Address: \_\_\_\_\_

Home Telephone: 803 359-4877 Business Telephone: \_\_\_\_\_

Mobile Phone: 603-8168 Beeper Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Is nominee aware of board/commission activities and responsibilities: No

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

I Graduated From Lexington High in 1964.  
I Attended (Richland Tech) midlands Tech.  
I Have taken several courses in the Air National Guard and with South Carolina Electric & Gas Co.  
I retired from SCETG with 36 years of service.  
I am a member of Pisgah Lutheran Church where I have served 3 terms on church council, one year as vice chair. I am a member of the Saxagotha District of Lutheran Churches in Lexington County.  
I am married to Wanda Porter (38 years) we have three children and five Grand Children.

Submitted by: Booby Heister

Date: 1. 3. 05

**LEXINGTON COUNTY COUNCIL  
BOARD/COMMISSION NOMINATION FORM**

Name of Board/Commission: Assessment Appeals Board

Nominee: Darren E. Rogers, Sr.

Address: 248 Candlelight Dr. W. Cola., SC 29170

Employed by: Rogers Battery Co., LLC

Address: 2432 Leaphart Rd. W. Cola., SC 29169

Home Telephone: (803)356-0208 Business Telephone: (803)791-8294

Mobile Phone: (803)730-2740 Beeper Number: N/A

Fax Number: (803)791-9437

Is nominee aware of board/commission activities and responsibilities: Yes

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving):

- High school graduate of Garrett High School Charleston, SC.

- Owner of Rogers Battery Co, LLC.

- Currently serving on the Lexington County Mental Health Board.

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

Submitted by: Bobby Heister

Date: 1-3-05

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

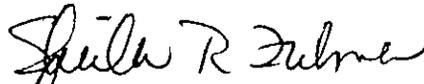
(O) 359-8319

(F) 359-2240

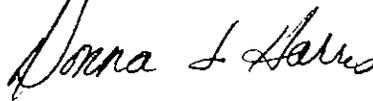
**DATE:** January 3, 2005

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB  
Procurement Manager



**FROM:** Donna J. Harris, CPPB  
Procurement Officer



**SUBJECT:** **APD 2000 Advanced Portable Chemical Agent Detector - Public Safety/ Fire Service**  
**Q05005-11/29/04H**

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Invitations for Bids were advertised and solicited from qualified bidders for APD 2000 Advanced Portable Chemical Agent Detector for Public Safety / Fire Service. The APD 2000 is a multi-chemical detector used to identify specific weapons of mass destruction so that they can be mitigated safely and the safety of our emergency responders can be assured. These monitors detect many types of chemicals used in biological warfare. This will allow for one detector to be placed at the Round Hill Fire Station on our COBRA truck to be used by our COBRA Team in these types of emergencies. We received quotes from six (6) vendors and one (1) no bid (see attached bid tab).

Bids were evaluated by Brian Hood, Chief Administrative Officer, Public Safety / Fire Service and Donna J. Harris, Procurement Officer. The grant procedures have been approved by the South Carolina Department of Public Safety.

It is our recommendation to award this bid to Abatix, Corporation as the lowest responsible bidder. The cost of this equipment is \$9,868.95 including applicable sales tax.

Funds are appropriated in account:

2476-131500-5A5238 - (1) Air Monitor APD - Homeland Security Grant - \$9,868.95

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on January 11, 2005.

copy: Larry Porth, Director of Finance / Assistant County Administrator  
Chief Timothy James, Sheriff's Department / Director of Public Safety and Homeland Security  
Russell Rawl, Public Safety / Fire Service Coordinator  
Brian Hood, Public Safety / Fire Service Chief Administrative Officer

# COUNTY OF LEXINGTON

## BID TABULATION SHEET

**BID:** Q05005-11/29/04H

**DATE:** November 30, 2004

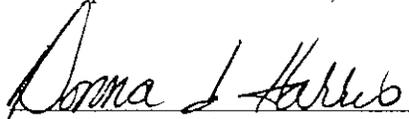
**PROJECT:** APD 2000 Advanced Portable Chemical Agent Detector for Public Safety / Fire Service.

		Fisher Scientific	Global Protection, LLC	Abatix Corporation	Aramsco	Smiths Detection	Chemical Env.
		Will Thomas	Cyndi Dobravalskie	Roxann Bernal	Anna Marie Glover	Bret Bader	Vinod Srivastava
Qty	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1 ea	APD 2000 Advanced Portable Chemical Agent Detector	\$9,737.81	\$11,028.80	\$9,399.00	\$9,600.00	\$9,450.00	\$9,998.00
1 ea	Sales tax	\$ 486.89	\$ 551.44	\$ 469.95	\$ 480.00	\$ 472.50	\$ 499.90
	<b>Total</b>	<b>\$10,224.70</b>	<b>\$11,580.24</b>	<b>\$9,868.95</b>	<b>\$10,080.00</b>	<b>\$9,922.50</b>	<b>\$10,497.90</b>

A no bid response was received from Lab Safety Supply stating that they do not carry this product.

Recommend award to Abatix, Corporation.

Bids Opened: November 29, 2004 at 3:00 p.m.



Donna J. Harris, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

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MEMORANDUM

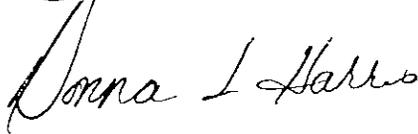
(O) 359-8319

(F) 359-2240

**DATE:** January 3, 2005

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB  
Procurement Manager

**FROM:** Donna J. Harris, CPPB  
Procurement Officer

**SUBJECT: Radiation Monitors - Ludlum - Public Safety/ Fire Service  
B05016-12/02/04H**

---

Invitations for bids were advertised and solicited from qualified bidders for Radiation Monitors for Public Safety / Fire Service. Fire Service is normally the initial responder to events involving Weapons of Mass Destruction (WMD). One of the most important roles in dealing with a WMD event is to identify the "hot, warm and cold" zones or to know where you must stop all incoming personnel to avoid contamination. This role requires specialized Direct Reading Instruments. This purchase will equip our Fire Service and the municipal fire stations with the necessary resources to determine the presence of radiation and establish safe areas for initial responders to set up operations. We received eight (8) bids and four (4) no bids (see attached bid tab).

Bids were evaluated by Brian Hood, Chief Administrative Officer, Public Safety / Fire Service and Donna J. Harris, Procurement Officer. The grant procedures have been approved by the South Carolina Department of Public Safety.

It is our recommendation to award this bid to Chemical Environmental Consulting as the lowest responsible bidder. The cost of this equipment is \$14,080.50 including applicable sales tax.

Funds are appropriated in account:

2476-131500-5A5239 - (9) Ludlum Cobra Kits - Homeland Security Grant - \$14,080.50

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on January 11, 2005.

copy: Larry Porth, Director of Finance / Assistant County Administrator  
Chief Timothy James, Sheriff's Department / Director of Public Safety and Homeland Security  
Russell Rawl, Public Safety / Fire Service Coordinator  
Brian Hood, Public Safety / Fire Service Chief Administrative Officer

# COUNTY OF LEXINGTON

## BID TABULATION SHEET

**BID:** B05016-12/02/04H

**DATE:** December 3, 2004

**PROJECT:** Radiation Monitors - Ludlum for Public Safety / Fire Service.

		Chemical Env.	LACO, Inc.	Atlantic Nuclear	Pulcir, Inc.	Showtech, LLC	Comade, Inc.	Ludlum Measurements	Safeco, Inc.
		Vinod Srivastava	Richard Tompson	John Pandrson	Lynne Brummett	Clyde Makinson	Mark Goodrum	Patricia Deadman	Kevin Coon
Qty	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
9 a	Radiation Monitors	\$13,410.00	\$14,445 00	\$14,004 00	\$13,653.00	\$15,018.30	\$11,925.00	\$13,725.00	\$14,373.00
1 ea	Sales tax	\$ 670.50	\$ 722.25	\$ 700.20	\$ 682.65	\$ 750.92	\$ 596.25	\$ 686.25	\$ 718.65
	Total	\$14,080.50	\$15,167 25	\$14,704.20	\$14,335 65	\$15,769.22	\$12,521.25	\$14,411.25	\$15,091.65

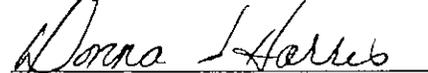
Low bid response received from Comade, Incorporated does not meet our specifications. They will not supply all items provided in the specified kit.

No bid response was received from Aramsco, Incorporated; Arrow-Tech, Incorporated and Southern Computer Warehouse stating that they do not offer this product or service.

No bid response was received from S. E. International, Incorporated stating that they are unable to meet specifications.

Recommend award to Chemical Environmental Consulting.

Bids Opened: December 02, 2004 at 3:00 p.m.



Donna J. Harris, CPPB  
Procurement Officer

# COUNTY OF LEXINGTON

## Procurement Services

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### MEMORANDUM

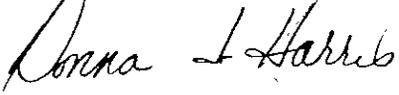
(O) 359-8319

(F) 359-2240

**DATE:** January 3, 2005

**TO:** Art Brooks  
County Administrator

**FROM:** Sheila R. Fulmer, CPPB  
Procurement Manager 

**THROUGH:** Donna J. Harris, CPPB  
Procurement Officer 

**SUBJECT:** **Computers, Docking Stations, Monitors and Laptops - Public Safety / Communications, Sheriff's Department**

---

We received requisitions for the purchase of twenty three (23) Dell computers and docking stations, twenty three (23) Dell monitors and ten (10) Hewlett Packard laptops for Public Safety / Communications and Sheriff's Department. The Dell computers, docking stations and monitors will be purchased directly from the manufacturer (Dell computer) through the South Carolina State Contract #03-S5869-A9659. The Hewlett Packard laptops will be purchased directly from the manufacturer (Hewlett Packard) through the South Carolina State Contract #03-S5869-A9662. The computer equipment is being purchased with Homeland Security Grant funds in support of Homeland Security. The computers will be used by municipal police agencies, emergency operations center personnel and for fire operations.

Jim Schafer, Director of Information Services, has reviewed and recommended the requested equipment for replacement. The grant procedures have been approved by the South Carolina Department of Public Safety.

The cost of the Dell computers and docking stations is \$40,104.21, Dell monitors - \$4,563.38 and Hewlett Packard laptops - \$36,099 00. Total cost of computers, docking stations and laptops is \$80,766.59 including applicable sales tax.

Funds are appropriated in the following accounts:

#2476-131300-5A5230 - Public Safety Communications, (4) Laptops - Homeland Security Grant	\$ 9,210.60
#2476-131500-5A5233 - Public Safety Communications, (6) Laptops - Homeland Security Grant	\$26,888.40
#2476-151200-5A5242 - Sheriff's Department - (23) Computers and Docking Stations, (23) Monitors - Homeland Security Grant	\$44,667.59

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 11, 2005.

copy: Larry Porth, Director of Finance / Assistant County Administrator  
Jim Schafer, Director of Information Services  
Chief Timothy James, Sheriff's Department / Director of Public Safety and Homeland Security  
Neil Ellis, Emergency Management Coordinator

# COUNTY OF LEXINGTON

## Procurement Services

---

### MEMORANDUM

(O) 359-8385

(F) 359-2240

**DATE:** December 29, 2004

**TO:** Art Brooks  
County Administrator

**THROUGH:** Sheila R. Fulmer, CPPB *Sheila R Fulmer*  
Procurement Manager

**FROM:** Janice A. Bell, CPPB *Bell*  
Procurement Officer

**SUBJECT:** **Motorola 800 MHZ Radios and Accessories**  
**Solid Waste Management**

---

We received a requisition for the purchase of two (2) Motorola 800 MHZ Radios and Accessories for Solid Waste Management. The radios and accessories will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. One (1) radio is to be vehicle mounted with an external speaker. Due to the physical work performed by the recycling collectors, a handheld unit is not conducive to the environment they work within. There is a great probability of dropping the unit and due to the recyclable waste that surrounds them, they would not be aware of its misplacement. There are also problems with the employee not being able to hear dispatching because of the outside noise interference from heavy equipment and disposal tractors. This request would alleviate the physical accountability and would maintain constant communications with the department. The second radio will include a base station to replace the existing station that is non-repairable and is essential to the Scale House to communicate with operators in the landfill. The total cost of these items including tax is \$5,643.70.

Funds are appropriated in the following accounts:

5700-121207-5A5283	Solid Waste	(1) 800 MHZ Vehicle Radio	\$2,623.95
5700-121202-5A5267	Solid Waste	(1) 800 MHZ Base Station-Replace	\$3,019.75

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on January 11, 2005.

copy: Larry Porth, Director of Finance/Assistant County Administrator  
Joe Mergo, Director of Solid Waste Management

ORDINANCE NO. 2004- 11

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AS LESSOR, AND NUCOR CORPORATION, AS LESSEE, WITH RESPECT TO THE CONSTRUCTION OF CERTAIN MODIFICATIONS AND IMPROVEMENTS TO NUCOR CORPORATION'S MANUFACTURING FACILITY FOR METAL BUILDINGS AND COMPONENTS, WHEREBY THE COUNTY WILL ACCEPT TITLE TO SUCH MODIFICATIONS AND IMPROVEMENTS, THE MODIFICATIONS AND IMPROVEMENTS WILL BE SUBJECT TO CERTAIN FEE PAYMENTS IN LIEU OF TAXES AND THE MODIFICATIONS AND IMPROVEMENTS WILL BE RECONVEYED TO NUCOR CORPORATION UNDER CERTAIN CONDITIONS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Chapter 44 of Title 12 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties (which properties constitute a "project" as defined in the Act) and to enter into agreements with any industry whereby the industry would pay fees in lieu of taxes with respect to such project, through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** the County is further authorized by the Act to accept title to projects located in the County and to lease such projects to any investor pursuant to a lease or lease purchase agreement by and between the County and such investor; and

**WHEREAS,** pursuant to the Act, and in order to induce certain investment in the County, the County has entered into that certain Inducement and Millage Rate Agreement with Nucor Corporation, a Delaware corporation (the "Company"), dated December 14, 2004 (the "Inducement and Millage Rate Agreement"), with respect to the modification and improvement by the Company of its metal building systems and components plant in the County (the "Project"); and

**WHEREAS,** the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would serve the purposes of the Act; and

**WHEREAS,** the County has determined to enter into sale-leaseback arrangement, which includes a Lease-Purchase Agreement, to be dated as of the date of first reading of this

ordinance, with the Company (the "Lease Agreement"), whereby the County would accept title to the Project and lease the same back to the Company and provide therein for a payment of fees in lieu of taxes by the Company with respect to the Project and the reconveyance of the Project to the Company, all upon satisfaction of the conditions contained therein; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Lease Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate or expand its industrial facilities in the County, (i) the acquisition by the County and the subsequent lease to the Company of the Project, and (ii) the reconveyance of the Project to the Company upon the satisfaction of the conditions set forth in the Lease Agreement, are hereby authorized and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth in the Lease Agreement are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing service, employment, recreation and other public benefits not otherwise provided locally;

(d) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

(e) The Project will give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The inducement of the location or expansion of the Project within the County and the State is of paramount importance;

(g) The dollar amount and nature of the investment, in addition to other criteria described in this Section, support the Project's classification as economic development property;

(h) The benefits of the Project will be greater than the costs; and

(i) The Project will be made available by the County to the Company upon terms which require the Company, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto.

Section 3. The form, terms and provisions of the Lease Agreement presented to this meeting and attached hereto as Exhibit A are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Lease Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name of and on behalf of the County, and thereupon to cause the Lease Agreement to be delivered to the Company and cause the Lease Agreement to be recorded in the Register of Deeds for Lexington County. The Lease Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Lease Agreement now before this meeting.

Section 4. The form, terms and provisions of the Mortgage and Security Agreement and Fixture Filing (the "Security Agreement") presented to this meeting and attached hereto as Exhibit B are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the same were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Security Agreement in the name of and on behalf of the County, and thereupon to cause the Security Agreement to be delivered to the Company. The Security Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Security Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Lease Agreement and the Security Agreement and the performance of all obligations of the County under and pursuant to the Lease Agreement and the Security Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. It is the intention of the County Council that the date of first reading of this ordinance shall constitute the date of official action in the part of the County, reflecting or identifying the Project as economic development property within the meaning of the Act.

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

Enacted in meeting duly assembled this 14th day of December, 2004.

**LEXINGTON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council of  
Lexington County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the County Council  
Lexington County, South Carolina

First Reading:  
Second Reading:  
Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA**

**COUNTY OF LEXINGTON**

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received [ **unanimous** ] approval, by the County Council at its meetings of December 14, 2004 and \_\_\_\_\_, 2005, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, County Council of Lexington County

Dated: \_\_\_\_\_, 2005

---

**LEASE-PURCHASE AGREEMENT**

**Between**

**LEXINGTON COUNTY, SOUTH CAROLINA**  
**Lessor**

**and**

**NUCOR CORPORATION**  
**Lessee**

---

**Dated as of December 14, 2004**

---

This document prepared by:  
Ernest S. DeLaney, III  
Moore & Van Allen PLLC  
100 North Tryon Street, Suite 4700  
Charlotte, NC 28202-4003

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION .....	2
Section 1.1 <u>Definitions</u> .....	2
Section 1.2 <u>Rules of Construction</u> .....	4
ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS.....	6
Section 2.1 <u>Representations, Warranties and Covenants by Lessor</u> .....	6
Section 2.2 <u>Representations, Warranties and Covenants of Lessee</u> .....	7
ARTICLE III TERM, PROPERTY AND RENTAL.....	7
Section 3.1 <u>Demise of the Premises</u> .....	7
Section 3.2 <u>Warranties of Title and Condition of Project</u> .....	8
Section 3.3 <u>Quiet Enjoyment</u> .....	8
Section 3.4 <u>Term</u> .....	8
Section 3.5 <u>Base Rent</u> .....	8
Section 3.6 <u>Additional Rent</u> .....	8
Section 3.7 <u>Certain Income Tax Matters</u> .....	9
ARTICLE IV PROPERTY TAX EXEMPTION AND ABATEMENT .....	10
Section 4.1 <u>Protection of Tax-Exempt Status of the Project</u> .....	10
Section 4.2 <u>Rescission and Reversion in the Event of Termination</u> .....	10
ARTICLE V FEE IN LIEU OF TAX PAYMENT; IMPROVEMENT COST CREDIT.....	11
Section 5.1 <u>Fee in Lieu of Tax; Impositions</u> .....	11
Section 5.2 <u>Taxes, Utilities and Other Governmental Charges</u> .....	11
Section 5.3 <u>Fee Payment Secured by Tax Lien</u> .....	12
ARTICLE VI MAINTENANCE, MODIFICATIONS, IMPOSITIONS AND INSURANCE.....	13
Section 6.1 <u>Maintenance and Modifications of Premises by Lessee</u> .....	13
Section 6.2 <u>Removal of Equipment</u> .....	14
Section 6.3 <u>Insurance Required</u> .....	14
Section 6.4 <u>Indemnity</u> .....	14
ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION .....	16
Section 7.1 <u>Damage and Destruction</u> .....	16
Section 7.2 <u>Rights of Parties in Event of Condemnation</u> .....	16
Section 7.3 <u>Right of Lessee to Participate in Condemnation Proceedings</u> .....	17
Section 7.4 <u>Lessor’s Covenant Not to Condemn</u> .....	17
ARTICLE VIII SPECIAL COVENANTS .....	18
Section 8.1 <u>No Warranty of Condition or Suitability by Lessor</u> .....	18
Section 8.2 <u>Service of Process in the State</u> .....	18
Section 8.3 <u>No Annexation</u> .....	18
Section 8.4 <u>Granting of Easements or Restrictive Covenants; Entering into</u> <u>Agreements</u> .....	18

Section 8.5	<u>Maintenance of Corporate Existence</u> .....	18
Section 8.6	<u>Lessor Undertakings</u> .....	19
Section 8.7	<u>Records and Reports, Non-Disclosure</u> .....	19
Section 8.8	<u>Compliance with Laws</u> .....	19
ARTICLE IX ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT .....		
		20
Section 9.1	<u>Assignment, Subleasing and Pledging</u> .....	20
Section 9.2	<u>Restrictions on Sale, Mortgage or other Conveyance of Premises by Lessor</u> .....	20
Section 9.3	<u>Prepayment of Rents</u> .....	20
ARTICLE X EVENTS OF DEFAULT AND REMEDIES .....		
		21
Section 10.1	<u>Events of Default Defined</u> .....	21
Section 10.2	<u>Remedies on Default</u> .....	22
Section 10.3	<u>Remedies Not Exclusive</u> .....	22
Section 10.4	<u>Equitable Relief</u> .....	22
ARTICLE XI OPTIONS IN FAVOR OF LESSEE .....		
		23
Section 11.1	<u>Option to Terminate Lease</u> .....	23
Section 11.2	<u>Option to Acquire Legal Title</u> .....	23
Section 11.3	<u>Conveyance on Exercise of Option to Acquire Legal Title</u> .....	23
Section 11.4	<u>Conveyance on Termination of Agreement</u> .....	24
Section 11.5	<u>Option to Extend</u> .....	24
Section 11.6	<u>Partial Releases</u> .....	24
ARTICLE XII MISCELLANEOUS.....		
		25
Section 12.1	<u>Notices</u> .....	25
Section 12.2	<u>Binding Effect</u> .....	26
Section 12.3	<u>Rescission and Severability</u> .....	26
Section 12.4	<u>Amendments</u> .....	26
Section 12.5	<u>Execution of Counterparts</u> .....	26
Section 12.6	<u>Captions</u> .....	26
Section 12.7	<u>Law Governing Construction of Agreement</u> .....	26
Section 12.8	<u>Payment Dates</u> .....	26
Section 12.9	<u>Recapitulation Waived</u> .....	26

## LEASE-PURCHASE AGREEMENT

This LEASE-PURCHASE AGREEMENT (this "Agreement"), dated effective as of \_\_\_\_\_, 2004 (the "Commencement Date"), is between LEXINGTON COUNTY, SOUTH CAROLINA (hereinafter called "Lessor"), a political subdivision and body corporate of the State of South Carolina, as lessor, and NUCOR CORPORATION (hereinafter called "Lessee"), a corporation organized and existing under the laws of the State of Delaware, as lessee.

### WITNESSETH:

WHEREAS, Lessor is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to allow for the payment of certain fees in lieu of ad valorem taxes with respect to industrial properties through which the industrial development of the State will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of Lessor by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Lessee has constructed and operates a manufacturing facility for metal buildings and components in Lexington County, South Carolina (the "County"); and

WHEREAS, by action taken on December 14, 2004 (the "Official Action"), the County Council of Lexington County, South Carolina, agreed to provide certain incentives to Lessee with respect to the modification and improvement during the Project Period (as hereinafter defined) of its existing manufacturing facility through the acquisition, construction and installation of real and personal property, including but not limited to, improvements, leasehold improvements, buildings, machinery, equipment and furniture, which would constitute a project within the meaning of the Act (hereinafter collectively referred to as the "Project") and the County recognized and identified the Project as economic development property within the meaning of the Act; and

WHEREAS, in accordance with the Official Action and an Inducement and Millage Rate Agreement by and between Lessor and Lessee dated December 14, 2004, and amended as of the Commencement Date (the "Inducement and Millage Rate Agreement"), Lessor has agreed to provide for fees in lieu of taxes in the manner permitted under Title 12, Chapter 44 of the Act; and

WHEREAS, this Lease Agreement shall constitute a "fee agreement" within the meaning of the Act; and

WHEREAS, the Project has been conveyed to Lessor by Lessee, and Lessor has agreed to lease the Project to Lessee pursuant to the terms hereof; and

WHEREAS, Lessee and Lessor each have full right and lawful authority to enter into this Lease Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, Lessor and Lessee agree as follows (provided, that in the performance of the agreements of Lessor herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part, but shall be payable solely out of the proceeds derived from this Agreement, and the insurance and condemnation awards as herein provided):

## ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

### Section 1.1 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Act” means Section 12-44-10, *et seq.*, of the State Code. References herein to various sections of the Act are to corresponding sections in the State Code comprising the Act.

“Additional Rent” shall have the meaning ascribed to it in Section 3.6 hereof.

“Administration Expenses” means the reasonable and necessary expenses incurred by Lessor with respect to this Agreement, including reasonable attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense until Lessor has furnished to Lessee a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of Lessee by written certificate furnished to Lessor containing the specimen signature(s) of such person(s) and signed on behalf of Lessee by an authorized officer. Such certificate may designate an alternate or alternates.

“Authorized Lessor Representative” means the Chairman or person or persons at the time designated to act on behalf of Lessor by written certificate furnished to Lessee containing the specimen signature(s) of such person(s) and signed on behalf of Lessor by the Chairman. Such certificate may designate an alternate or alternates.

“Base Rent” shall have the meaning ascribed to it in Section 3.5 of this Lease Agreement.

“Bill of Sale” means the document of that name dated as of or after the Commencement Date by which Lessee transfers title to the Equipment to Lessor.

“Buildings” means those certain buildings or additions to buildings and fixtures forming a part of the Project, and not constituting part of the Equipment, which are located on the Land, as they may at any time exist.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banking institutions in the city of Charlotte, North Carolina, are authorized or required by law to close.

“Chairman” means the Chairman of County Council (or anyone authorized to act in his stead whenever he is unavailable to act).

“Clerk” means the Clerk of County Council (or anyone authorized to act in her stead whenever she is unavailable to act).

“Code” means the Internal Revenue Code of 1986, as heretofore or hereafter amended.

“County Assessor” means the Lexington County Assessor, or the holder of any successor position.

“County Auditor” means the Lexington County Auditor, or the holder of any successor position.

“County Council” means the County Council of Lexington County, South Carolina.

“Department” means the South Carolina Department of Revenue, or any successor agency.

“Equipment” means all personal property including, but not limited to, machinery and equipment acquired, constructed, and installed in the Buildings and conveyed to Lessor, but specifically excluding any equipment covered by the 1996 Lease. To the extent permitted by law, such Equipment shall remain personal property regardless of the manner or fashion in which such machinery and/or equipment is affixed to the premises.

“Fee” shall have the meaning ascribed to it in Section 5.1 hereof.

“Indemnified Parties” shall have the meaning ascribed to it in Section 6.4 hereof.

“Independent Counsel” means an attorney duly admitted to practice before the highest court of any state in the United States of America who is not a full-time employee of either Lessor or Lessee.

“Inducement and Millage Rate Agreement” shall have the meaning ascribed thereto in the Recitals hereof.

“Land” means the real estate described in Exhibit A, attached hereto and incorporated herein by reference.

“Lease Term” means the duration of Lessee’s right to use and occupy the Project as specified in Section 3.4 hereof.

“Lessee” means Nucor Corporation, a Delaware corporation, and any surviving, resulting or transferee entity.

“Lessor” means Lexington County, South Carolina, a political subdivision and body corporate under the laws of the State.

“1996 Lease” means that certain Lease-Purchase Agreement between Lessee and Lessor dated as of December 31, 1996, and recorded on March 14, 1997, in Book 4084, Page 334, in the Office of the Register of Deeds of Lexington County, South Carolina, as amended or supplemented time to time.

“Non-Project Improvements” means those buildings, structures and fixtures on the Land, other than the Project and any Replacement Property, as may become subject to this Agreement.

“Permitted Encumbrances” means any Permitted Encumbrance under the 1996 Lease.

“Premises” means all of the Land and improvements thereon, including the Buildings and Equipment.

“Project” shall have the meaning ascribed to such term in the recitals hereto.

“Project Documents” means the Inducement and Millage Rate Agreement, this Agreement, the Bill of Sale, and the Security Agreement.

“Project Period” means the period which begins on January 1, 2004, and ends on December 31, 2013.

“Replacement Property” means all property installed in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the Act permits such property to be included in the Project.

“Security Agreement” means the Security Agreement and Fixture Filing dated as of the Commencement Date (including the related UCC Financing Statements filed in Lexington County and with the Secretary of State of South Carolina) by which Lessor grants Lessee a security interest in the Equipment for the purpose of securing the performance of certain obligations of Lessor to Lessee arising hereunder.

“State” means the State of South Carolina.

“State Code” means the Code of Laws of South Carolina, 1976, as amended.

## **Section 1.2 Rules of Construction.**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) All references in this Agreement to particular Articles or Sections are references to Articles and Sections of this Agreement, unless otherwise indicated.

[End of Article I]

**ARTICLE II**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 2.1 Representations, Warranties and Covenants by Lessor.**

Lessor makes the following representations and warranties to Lessee and covenants with Lessee as follows:

(a) Lessor is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to execute and fulfill its obligations described in the Project Documents to which it is a party. Lessor has been authorized by proper action of the County Council to execute and deliver such of the Project Documents as require execution by it and to enter into and fully perform the transactions required of it under those documents.

(b) Neither the execution and delivery of the Project Documents to which it is a party, nor the consummation and performance of the transactions described in the Project Documents to which it is a party, violate, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which Lessor is now a party or by which it is bound.

(c) To the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting Lessor, wherein an unfavorable decision, ruling or finding may or would adversely affect Lessor or the consummation of the transactions described in the Project Documents to which it is a party.

(d) Neither the existence of Lessor nor the rights of the Chairman or any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Project Documents as require execution, delivery and performance by Lessor has been repealed, revoked, amended or rescinded.

(e) The Project Documents to which it is a party are (or, when executed, will be) legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Chairman is fully authorized to execute the Project Documents to which Lessor is a party on behalf of Lessor and the Clerk is authorized to attest to his signature and to seal such Project Documents.

(g) Effective as of the Commencement Date, as an accommodation to assist Lessee in achieving the intended benefits and purposes of the Act, Lessor acquired from Lessee ownership of the Equipment and will authorize, and does hereby authorize, Lessee to acquire and install any additional Equipment, and to do all other things deemed by Lessee to be necessary or desirable in connection with the Premises.

**Section 2.2 Representations, Warranties and Covenants of Lessee.**

Lessee makes the following representations and warranties to Lessor and covenants with Lessor as follows:

(a) Lessee is a corporation existing under the laws of the State of Delaware and is qualified to do business in the State. Lessee has all necessary power to execute and fulfill its obligations described in the Project Documents to which it is a party and has been authorized to do so. Lessee has been authorized by proper action of Lessee to execute and deliver this Lease Agreement. Lessee shall continue to be qualified to do business in the State during the Lease Term.

(b) Neither the execution and delivery of the Project Documents to which it is a party nor the consummation and performance of the transactions described in the Project Documents to which it is a party violate, conflict with, or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which Lessee is now a party or by which it is bound.

(c) To the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting Lessee wherein an unfavorable decision, ruling or finding may or would adversely affect Lessee or the transactions described in the Project Documents.

(d) The Project Documents to which it is a party are (or, when executed, will be) legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) The Project when completed will represent an aggregate Minimum Investment (including exempt property) of not less than \$5,000,000.

(f) The Project when completed will employ not less than forty-five full-time employees at an average annual wage (including benefits) of not less than \$50,000.

[End of Article II]

**ARTICLE III  
TERM, PROPERTY AND RENTAL**

**Section 3.1 Demise of the Premises.**

Lessor demises and leases to Lessee, and Lessee leases from Lessor, the Project, subject to Permitted Encumbrances, at the rental set forth in this Article III and in accordance with the provisions of this Agreement.

### **Section 3.2 Warranties of Title and Condition of Project.**

Lessor shall not be liable to Lessee or any other person for any damages resulting from failure of or any defect in Lessor's title to the Project which interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by Lessee with any of the terms of this Agreement. No failure or defect in Lessor's title to any of the Project shall terminate this Agreement or entitle Lessee to any abatement, in whole or in part, of any of the rental or any other sums to be paid by the Lessee pursuant to any of the terms of this Agreement.

Lessee acknowledges that it has examined so much of the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement and is aware of the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of Lessor; and that Lessee in entering into this Agreement is relying solely upon its own examination thereof and of any Buildings, Equipment or Land which shall hereinafter become subject to the demise hereof. Lessor makes no warranty, either express or implied, as to title to any of the Project or the design, capabilities or condition of the Project or that it will be suitable for Lessee's purposes or needs.

### **Section 3.3 Quiet Enjoyment.**

Lessor covenants and agrees that Lessee, upon paying the Base Rent herein and upon performing and observing the covenants, conditions and agreements hereof, shall and may peaceably hold and enjoy the Project during the Lease Term without any interruption or disturbance, subject however, to the terms of this Agreement.

### **Section 3.4 Term.**

This Agreement shall become effective upon the Commencement Date, and the leasehold estate created herein shall then begin, and subject to the provisions hereof, including, without limitation, Article XI, the leasehold estate shall continue in effect through the conclusion of the twenty (20)-year period after the last portion of the Project is placed in service or until such time as Lessor conveys the Project to Lessee at the direction of Lessee.

### **Section 3.5 Base Rent.**

Rent payable by Lessee under this Agreement shall be equal to \$100.00 per year (herein called the "Base Rent") commencing on August 1, 2005 and each August 1 thereafter during the Lease Term.

### **Section 3.6 Additional Rent.**

In addition to Base Rent, Lessee will pay on demand, as additional rent, all other amounts, liabilities and obligations which Lessee assumes or agrees to pay hereunder (hereinafter collectively called "Additional Rent"). As part of the Additional Rent hereunder, Lessee agrees to pay Administration Expenses to Lessor. Lessee shall pay such Administration Expenses and indemnification payments pursuant to Section 6.4 of this Agreement when and as

they shall become due, but in no event later than sixty (60) days after receiving written notice from Lessor specifying the nature of such expense and requesting payment of same.

**Section 3.7 Certain Income Tax Matters.**

It is the intention of the parties that any tax benefits resulting from ownership of the Project and any tax credit or comparable credit which may ever be available shall accrue to the benefit of Lessee, and Lessee may, and Lessor upon advice of counsel may, make any election and take other action in accordance with the Code and the regulations promulgated thereunder as may be necessary to entitle Lessee to have such benefit and credit.

[End of Article III]

**ARTICLE IV  
PROPERTY TAX EXEMPTION AND ABATEMENT**

**Section 4.1 Protection of Tax-Exempt Status of the Project.**

In order to ensure that the Project is not and will not become subject to State, county or other local property taxes (or other similar or substitute taxes), Lessor and Lessee covenant that:

(a) all rights and privileges granted to Lessor and Lessee under this Agreement or any other Project Document shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) Lessor and Lessee have not committed or permitted and will not commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to county or other local property taxes (or other similar or substitute taxes); and

(c) Lessor and Lessee will not do anything to impair the identity of the Project as a "project" in accordance with the Act.

**Section 4.2 Rescission and Reversion in the Event of Termination.**

In the event for any reason it should be conclusively and finally determined by a court of competent jurisdiction that the Project is subject to State, county, or other local property taxes (or other similar or substitute taxes), then the provisions of Sections 11.2 and 11.3 hereof shall apply.

[End of Article IV]

**ARTICLE V**  
**FEE IN LIEU OF TAX PAYMENT; IMPROVEMENT COST CREDIT**

**Section 5.1 Fee in Lieu of Tax; Impositions.**

Lessor agrees that from and after the date that any part of the Project is placed in service and titled in Lessor, Lessee may make fee in lieu of tax payments (the "Fee") in the amounts set forth in this Section 5.1 at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by Lessor or the Department for *ad valorem* taxes. The amount of such annual Fee payments as provided in Section 12-44-50 of the Act are as follows:

- (a) the Fee will be paid to Lessor as required under this Agreement;
- (b) the Fee on each part of the Project shall be calculated on the basis of an assessment ratio of six percent (6%);
- (c) the Fee on each part of the Project shall be payable in twenty (20) annual installments beginning on December 31 of the year succeeding the year in which each part of the Project is placed in service by Lessee, with the first installment for the part of the Project placed in service in 2004 being due on January 15, 2006;
- (d) the Fee on each part of the Project shall be calculated on the basis of a fixed millage rate of 385.814 mills, which is the cumulative property tax millage rate applicable at the site of the Project as of June 30, 2003;
- (e) the total Fee on all parts of the Project will be calculated as provided in Section 12-44-50(A) of the Code, taking into consideration changes in and additions to the investment in the Project, and property which has been disposed of, or other factors which under the Act affect the calculation of Fee payments; and
- (f) the Fee shall be available for a twenty (20)-year period beginning on the last day of the property tax year during which each part of the Project is placed in service by Lessee. At the conclusion of the twenty (20)-year period after each part of the Project is placed in service, and until such time as the Project is conveyed to Lessee by Lessor, Lessee shall pay a fee to Lessor on such part of the Project equal to the property taxes that would be due on such part if it were taxable.

**Section 5.2 Taxes, Utilities and Other Governmental Charges.**

Lessor and Lessee acknowledge that: (a) pursuant to the Act, no part of the Project owned by Lessor will be subject to *ad valorem* taxation in the State but will be subject to fees in lieu of taxes as provided for in Section 5.1 of this Agreement; and (b) under present law, the income and profits (if any) of Lessor from the Project are not subject to either Federal or South Carolina income taxation and under present law there is no tax imposed upon leasehold estates in the State. However, in addition to the Fee referred to in Section 5.1 hereof and any other taxes and governmental charges that may lawfully be assessed, levied or imposed against it, Lessee will pay as the same respectively become due: (i) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed, levied or imposed against Lessor with respect to the

Project or any machinery, equipment or other property installed or brought by Lessee therein or thereon; (ii) all utility and other charges incurred in the operation, maintenance, use and occupancy of the Project; and (iii) all assessments and charges lawfully made by any governmental body for public improvement to the Project. If Lessee shall contest any such tax, assessment, lien or charge, excepting the payment in lieu of taxes referred to in Section 5.1 hereof, then, as long as any such contest does not result in a lien against the Project which has not been bonded to the reasonable satisfaction of Lessor (or against the consequences of which lien Lessee has not provided adequate security of such character as may be acceptable to Lessor), such action by Lessee shall not be considered as a breach by it of any of its covenants under this Agreement while the action to contest such tax, assessment, lien or charge remains pending; provided, at the time of the execution of this Agreement no tax or charge which is at such time due and payable as described in (i) hereinabove is known to exist.

**Section 5.3    Fee Payment Secured by Tax Lien.**

Lessor's right to receive the Fee payments hereunder shall have a first-priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53 and 54 of Title 12 of the State Code.

[End of Article V]

**ARTICLE VI**  
**MAINTENANCE, MODIFICATIONS, IMPOSITIONS AND INSURANCE**

**Section 6.1 Maintenance and Modifications of Premises by Lessee.**

(a) Lessee agrees that during the Lease Term it will at its own expense (i) keep the Premises in reasonably safe condition as its operations shall permit and (ii) keep the Building and the Equipment and all other improvements forming a part of the Premises in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof as Lessee deems appropriate in its sole and absolute discretion.

(b) Lessee may from time to time, in its sole discretion and at its own expense, make any additions or modifications to the Premises, including installation of such additional machinery, equipment, furniture or fixtures in the Building or on the Land, which it may deem desirable for its business purposes. All fixtures and substitutions, additions, or modifications of Equipment so installed by Lessee shall automatically become the sole property of Lessor (other than an interest of a secured party) and shall be subject to each term and provision of this Agreement.

(c) Subject to the applicable provisions of the Act:

(i) Replacement Property is not required to serve the same function as the property it is replacing.

(ii) Replacement Property shall be deemed to replace the oldest property subject to the Fee, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(iii) Replacement Property shall qualify for the Fee only to the extent of the original income-tax basis of the property in which is being disposed of in the same property tax year.

(iv) More than one piece of Replacement Property can replace a single piece of property.

(v) To the extent that the income-tax basis of the Replacement Property exceeds the original income-tax basis of the property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for economic development property were not allowed.

(vi) Replacement Property is entitled to the Fee payment for the period of time remaining under this Agreement for the property which it is replacing.

(vii) The Replacement Property shall be recorded by Lessee using its income-tax basis, and the Fee calculated pursuant to Section 5.1.

(d) Lessee may in good faith contest any mechanics' or other liens filed or established against the Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

**Section 6.2 Removal of Equipment.**

Lessor shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where Lessee in its sole discretion determines that any items of Equipment have become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, Lessee may remove such items of Equipment from the Premises and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to Lessor therefor.

Upon the removal of any Equipment in accordance with the preceding provisions of this Section, such Equipment shall no longer be considered part of the Premises. Whenever any removal occurs, Lessor shall, upon the request of Lessee, promptly take such steps and execute and deliver such instruments as may be specified by Lessee to effectively transfer to Lessee or its designee Lessor's interest in the Equipment removed.

**Section 6.3 Insurance Required.**

(a) Lessee shall keep the Premises continuously insured by self-insurance or by policy against such risks both as to type and limits of coverage as are customarily insured against by Lessee with respect to assets of Lessee which are comparable to the Project.

(b) All insurance required hereunder shall be by self-insurance or taken out and maintained in generally recognized responsible insurance companies selected by Lessee.

**Section 6.4 Indemnity.**

(a) Lessee shall and covenants and agrees to indemnify, protect, defend and save Lessor, including the members of the governing body of Lessor, its employees, officers and agents (the "Indemnified Parties"), harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury of whatsoever kind or character, to property or persons, occurring or arising in any manner from:

(i) any loss or damage to property or any injury to or death of any person that may be occasioned by any cause pertaining to the Project or the use thereof;

(ii) any breach or default on the part of Lessee in the performance of any of its obligations hereunder;

(iii) any material violation by Lessee of law, ordinance or regulation affecting the Property, or

(iv) any act of negligence, gross negligence, fraud, misrepresentation or intentional misconduct by Lessee.

(b) Notwithstanding the foregoing, Lessee shall not indemnify the Indemnified Parties from any act(s) of gross negligence, fraud, intentional misconduct, or bad faith by the Indemnified Parties.

(c) An Indemnified Party shall, promptly after receipt of notice of the commencement of any action against it in respect of which indemnification will be sought against Lessee pursuant to this Section 6.4, notify Lessee in writing of the commencement thereof. In case any such action shall be brought against an Indemnified Party, Lessee may, or if requested by the Indemnified Party shall, participate therein or assume the defense thereof with counsel of Lessee's choosing.

(d) In no event shall Lessee be liable for any compromise or settlement of claim under this Section 6.4 consummated or effected without its prior written consent. The provisions of this Section 6.4 shall pertain only to the transaction contemplated under this Agreement but shall in any event survive the termination of this Agreement.

[End of Article VI]

**ARTICLE VII  
DAMAGE, DESTRUCTION AND CONDEMNATION**

**Section 7.1 Damage and Destruction.**

If the Project is destroyed (in whole or in part) or is damaged by fire or other casualty and the continued operation of the Project is in the judgment of Lessee thereby made impracticable, uneconomical or undesirable for any reason, Lessee may, at its option (to be exercised in its sole and absolute discretion), promptly repair, rebuild or restore the property damaged with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by Lessee.

Any balance of insurance proceeds remaining after payment of all the costs of any repair, rebuilding or restoration shall be paid to Lessee.

Lessee shall control all negotiations with all relevant insurance companies relative to the settlement of any and all insurance claims relating to any damage to the Project.

**Section 7.2 Rights of Parties in Event of Condemnation.**

(a) If during the Lease Term title to all or a substantial portion of the Project shall be taken or condemned by a competent authority for any public use or purpose, then this Agreement shall terminate as of the date of vesting of title in such authority and the Base Rent shall be paid to and adjusted as of that day. In that event, the condemnation award shall be paid to Lessee. For the purposes of this Article VII, "all or a substantial portion of the Project" shall be deemed to mean a taking of all of the Premises or a taking of such substantial portion of the Premises that Lessee, as determined by Lessee in its sole discretion, cannot reasonably operate in a manner acceptable to Lessee. Lessor agrees that it will not voluntarily accept, without the prior approval of Lessee, any condemnation award, and Lessor agrees that it will cooperate with Lessee with the end in view of obtaining the maximum justifiable condemnation award.

(b) If less than a substantial portion of the Project (defined to mean any taking or condemnation that is not of "all or a substantial portion of the Project" (as defined in subparagraph (a) of this Section 7.2)) shall be taken or condemned by a competent authority for any public use or purpose, the obligations of either party under this Agreement shall not be affected or reduced in any way, and

(i) If any part of the Buildings or Equipment comprising the Project is taken or condemned, Lessee, in its discretion, may repair, rebuild or restore as it deems necessary or appropriate; and

(ii) The entire condemnation award shall be paid to Lessee, and Lessor hereby assigns the same to Lessee for the use of Lessee in repairing and rebuilding as provided in (i) above.

**Section 7.3 Right of Lessee to Participate in Condemnation Proceedings.**

Lessee shall control any and all negotiations or condemnation proceedings and shall have the right to resist or defend any and all condemnation proceedings and to make any presentation or conduct any proceeding which in its discretion is necessary or desirable to obtain any proper relief and, if the condemnation is concluded, to obtain the maximum award justified by the taking.

**Section 7.4 Lessor's Covenant Not to Condemn.**

Lessor covenants that, except to the extent reasonably deemed a necessity by Lessor to perform essential governmental functions under its sovereign power, it will not take or condemn any part of the Premises, or attempt to do so, without the prior written consent of Lessee.

[End of Article VII]

**ARTICLE VIII  
SPECIAL COVENANTS**

**Section 8.1 No Warranty of Condition or Suitability by Lessor.**

Lessor makes no warranty, either express or implied, as to the condition of the Project or that they will be suitable for Lessee's purposes or needs. Lessee releases Lessor from, agrees that Lessor shall not be liable for, and agrees to hold Lessor harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any negligent or willful act or omission of Lessee relating to the Project or the use thereof. The provisions of this Section shall pertain only to the transaction contemplated hereunder but shall in any event survive any termination hereof.

**Section 8.2 Service of Process in the State.**

Lessee acknowledges and agrees that its entry into this Agreement is an action subjecting it to the personal jurisdiction of the courts of the State and that service of process upon Lessee may be effected by service upon Lessee as provided under Rule 4(d)(3) of the South Carolina Rules of Civil Procedure, or any successor provision.

**Section 8.3 No Annexation.**

Lessor covenants not to consent to the annexation of any part of the Project and acknowledges and agrees that annexation of any part of the Project shall be subject to the express written consent of Lessee.

**Section 8.4 Granting of Easements or Restrictive Covenants; Entering into Agreements.**

Lessee may, at its sole discretion at any time or times during the Lease Term, grant easements, licenses, rights of way (including the dedication of public highways), restrictive covenants, and other rights or privileges in the nature of easements or restrictive covenants with respect to any property included in the Premises, or Lessee may, at its sole discretion, release existing easements, licenses, rights of way, covenants, and other rights or privileges with or without consideration, and Lessor agrees that it shall promptly execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, covenant, or other right or privilege. In addition, Lessee shall have the unfettered right to enter into any agreement that it deems necessary or advisable in connection with the operations conducted on the Premises.

**Section 8.5 Maintenance of Corporate Existence.**

Lessee agrees during the Lease Term it will maintain its separate corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided pursuant to Section 9.1 hereof, and will not consolidate with or merge into any other entity without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event of a consolidation or merger, this Section 8.5 shall not apply if the successor entity agrees to assume this Agreement.

**Section 8.6 Lessor Undertakings.**

Lessor will perform such other acts and adopt such further proceedings as may be necessary or appropriate to faithfully implement its covenants and to consummate the proposed financing, including but not limited to the execution of the Security Agreement to Lessee in order to secure Lessor's obligation to convey the Project to Lessee at the termination of this Agreement as described in Section 11.4 or upon Lessee's exercise of an option to acquire legal title to the Project as described in Section 11.3.

**Section 8.7 Records and Reports, Non-Disclosure.**

Lessee agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall:

- (i) permit ready identification of the Project and components thereof;
  - (ii) confirm the dates on which each part of the Project was placed in service;
- and
- (iii) include copies of all filings made by Lessee with the County Auditor, the County Assessor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, Lessee may designate with respect to any filings or reports delivered to Lessor pursuant to the provisions of this Agreement, or segments thereof, that Lessee believes contain proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act ("SCFOIA"), the County Council, Lessor, its officers and employees shall not disclose any such confidential information regarding the Project, the Premises, Lessee, Lessee's operations and manufacturing processes, and any other competitively sensitive information which is not generally and independently known by the public, without the prior written authorization of Lessee. Lessor shall notify Lessee in the event of Lessor's receipt of any SCFOIA request concerning the aforesaid confidential information and, to the extent permitted by law, will not respond to such request until such time as Lessee has reviewed the request and taken any action authorized by law to prevent its disclosure. If Lessee fails to act to prevent any disclosure of such information under the SCFOIA within ten (10) days after Lessee's receipt of notice of such request, Lessor may provide such information as in its judgement is required to comply with such law and Lessor will have no liability to Lessee in connection therewith.

**Section 8.8 Compliance with Laws.**

Lessee shall conduct the operation of the Project in all material respects in compliance with all applicable federal, state, local and municipal laws; provided, however, that it shall not be considered a breach of this Section if Lessee fails to comply with any law and such failure does not have a material adverse effect on Lessor.

[End of Article VIII]

**ARTICLE IX  
ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING;  
REDEMPTION; RENT PREPAYMENT AND ABATEMENT**

**Section 9.1 Assignment, Subleasing and Pledging.**

Lessee may not assign this Agreement or sublet the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (i) Lessee shall have the right to assign this Agreement or sublet the Premises or any part thereof to an affiliate of Lessee without Lessor consent, and (ii) no assignment or subletting and no dealings or transactions between Lessor and any sublessee or assignee shall relieve Lessee of any of its obligations under this Agreement, Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance *pro tanto* by Lessee.

**Section 9.2 Restrictions on Sale, Mortgage or other Conveyance of Premises by Lessor.**

Lessor agrees that it will not sell, assign, mortgage, pledge, transfer or convey the Premises during the Lease Term, except as specifically provided in this Agreement.

**Section 9.3 Prepayment of Rents.**

There is expressly reserved to Lessee the right, and Lessee is authorized and permitted, at any time it may choose, to prepay all or any part of the rents payable under Section 3.5 hereof.

[End of Article IX]

**ARTICLE X**  
**EVENTS OF DEFAULT AND REMEDIES**

**Section 10.1 Events of Default Defined.**

The following shall be “events of default” under this Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any part of the Base Rent, Additional Rent or Fee hereunder when due and continuation of said failure for a period of thirty (30) days after notice of the same has been provided to Lessee by Lessor.

(b) Failure by Lessee to observe and perform any material covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 10.1, for a period of ninety (90) days after written notice of the same has been provided to Lessee by Lessor, specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if such failure cannot reasonably be remedied within ninety (90) days and if Lessee has within the ninety (90)-day period begun a good faith effort to cure such failure, Lessee should have such time as reasonably necessary to cure such failure.

(c) Lessee shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of Lessee or of the Project, or shall make any general assignment for the benefit of creditors.

(d) A petition shall be filed or a case shall be commenced against Lessee seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days or if any receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days.

The foregoing provisions of Section 10.1, except Section 10.1(a), are subject to the following limitations: if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreements on its part herein contained, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States or of the State or any of their respective departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods;

washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other like cause or event not reasonably within the control of Lessee.

**Section 10.2 Remedies on Default.**

Whenever any event of default shall happen, Lessor may take any of the following remedial steps:

(a) Whatever action at law or in equity may appear necessary or desirable to collect the Base Rent, Additional Rent, Fee and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

(b) Upon ninety (90) days' written notice to Lessee and Lessee's failure to cure such event of default, terminate this Agreement.

**Section 10.3 Remedies Not Exclusive.**

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

**Section 10.4 Equitable Relief.**

Lessor and Lessee shall each be entitled to specific performance and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

[End of Article X]

## ARTICLE XI

### OPTIONS IN FAVOR OF LESSEE

#### **Section 11.1 Option to Terminate Lease.**

Notwithstanding the occurrence of an event of default as described in Section 10.1 hereof, from time to time and at any time Lessee may terminate this Agreement in whole or in part by giving at least thirty (30) days' written notice to Lessor and by paying to Lessor the amount sufficient to pay all of the Base Rent and Additional Rent, if any, payable to Lessor under Sections 3.5 and 3.6 for the balance of the Lease Term. Upon termination pursuant to this Section 11.1, Lessee shall elect in its sole and exclusive discretion to either:

(a) continue to pay to Lessor the Fee pursuant to an agreement mutually agreed upon by Lessor and Lessee which shall preserve the negotiated Fee payments and other rights, benefits and obligations substantially in the form contained in Article V hereof, as well as the Additional Rent and indemnity contemplated by Sections 3.6 and 6.4, respectively; or

(b) From time to time and at any time upon at least thirty (30) days' notice, Lessee may terminate this Agreement in whole or in part by paying to Lessor the amounts specified in Section 4.4 hereof. Upon termination of this Agreement and the conveyance referred to in Section 13.3 hereof, Lessee, as owner of the Building and Equipment, will become liable for *ad valorem* property taxes on the Building and Equipment.

#### **Section 11.2 Option to Acquire Legal Title.**

Lessee shall at all times, and from time to time, including during the continuance of an Event of Default, have the option to purchase all or any portion of the Premises for a purchase price of ten dollars (\$10.00) together with all reasonable costs, fees and expenses of Lessor in connection with such sale and together with all amounts due to Lessor under this Agreement and the other Project Documents. Lessor, through its County Council, has expressly determined, and by the granting of this option does reaffirm, that this option to purchase is in the best interest of Lessor and in furtherance of the purpose of the Act.

#### **Section 11.3 Conveyance on Exercise of Option to Acquire Legal Title.**

(a) At the closing of the purchase pursuant to the exercise of any option to acquire legal title granted herein, Lessor will upon receipt of the purchase price deliver to Lessee a limited warranty deed for the property being acquired, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by Lessee or to the creation or suffering of which Lessee consented; (iii) those liens and encumbrances resulting from the failure of Lessee to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances other than this Agreement; and (v) the rights and title of the condemning authority with respect to Section 7.2(a) hereof.

(b) Lessee shall pay all reasonable expenses of Lessor and all other taxes, fees and charges incident to any conveyance, including expenses of document preparation, any escrow fees, recording fees and any applicable federal, State and local taxes and the like.

**Section 11.4 Conveyance on Termination of Agreement.**

At the termination of the Lease Term and upon payment in full of all rents and Fees due hereunder, Lessor shall reconvey the Premises to Lessee by a limited warranty deed conveying to Lessee title to the Premises subject to the following: (i) those liens and encumbrances (if any) to which title to the Premises was subject when conveyed to Lessor; (ii) those liens and encumbrances created by Lessee or to the creation or suffering of which Lessee consented; (iii) those liens and encumbrances resulting from the failure of Lessee to perform or observe any of the agreements on its part contained in this Agreement; and (iv) Permitted Encumbrances other than this Agreement.

**Section 11.5 Option to Extend.**

If Lessee pays the rentals herein reserved to Lessor and is not otherwise in default hereunder, Lessee shall have the option, with the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed, to extend this Agreement for additional five (5)-year periods, terminable at any time by Lessee; provided, however, that an appropriate instrument evidencing the exercise of such option shall be executed by Lessor and Lessee and recorded in the same manner as this Agreement, and provided further that this Agreement shall not be renewed or extended for any greater period than permitted by applicable law. In addition to the other amounts as may be payable hereunder, the Basic Rent required to be paid by Lessee to Lessor during such additional term or terms shall be ten dollars (\$10.00) per year, payable January 1 of each year.

**Section 11.6 Partial Releases.**

To the extent that Lessee is entitled to cause the release of any portion of the Land or the Equipment pursuant to the terms of this Agreement, Lessee, in addition to complying with the other applicable provisions of this Agreement, shall cause to be prepared, as necessary, a deed or bills of sale with respect to such portion of the Land or the Equipment to be acquired by Lessee. Lessee shall provide, in the case of Equipment, appropriate descriptions of the property to be conveyed, and in the case of the Land, the appropriate legal descriptions. Thereafter, Lessor shall as necessary date, execute and deliver to Lessee the deed(s) or bills of sale, as the case may be.

[End of Article XI]

**ARTICLE XII  
MISCELLANEOUS**

**Section 12.1 Notices.**

All notices, certificates or other communications hereunder shall be given and shall be deemed given when provided by facsimile transmission to the applicable party at the facsimile number set forth below, with such transmission being promptly followed by duly mailing the same to such party by registered mail, return receipt requested, postage prepaid, addressed as follows:

If intended for the Lessee:

Nucor Corporation  
2100 Rexford Road  
Charlotte, NC 28211  
Attention: Chief Financial Officer  
Facsimile Number (704) 366-4208

and

Nucor Corporation  
Post Office Box 2259  
Mount Pleasant, SC 29645  
Attention: General Manager  
Facsimile Number (803) 336-6108

If intended for the Lessor:

Lexington County  
212 South Lake Drive  
Lexington, SC 29072  
Attention: County Administrator  
Facsimile Number (803) 359-8101

With a copy to:

Lexington County  
212 South Lake Drive  
Lexington, SC 29072  
Attention: County Attorney

Lessor and Lessee may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

**Section 12.2 Binding Effect.**

This Agreement shall inure to the benefit of and shall be binding upon Lessor, Lessee and their respective successors and assigns, subject, however, to the limitations contained in Section 9.1 hereof.

**Section 12.3 Rescission and Severability.**

In the event that the Act or the fee-in-lieu-of-taxes arrangement described in Section 5.1 hereof is ever determined to be invalid in its entirety, the parties hereby agree that all transactions described in or contemplated by the Project Documents shall be rescinded as of the dates that they occurred and that the *status quo ante* shall be restored; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Section 12.4 Amendments.**

This Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of Lessor and Lessee.

**Section 12.5 Execution of Counterparts.**

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

**Section 12.6 Captions.**

The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

**Section 12.7 Law Governing Construction of Agreement.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State.

**Section 12.8 Payment Dates.**

Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**Section 12.9 Recapitulation Waived.**

Lessor and Lessee agree to waive all recapitulation requirements for this Agreement as provided for in Section 12-44-55(B) of the Act.

[ SIGNATURES BEGIN ON FOLLOWING PAGE ]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA,  
Lessor

By: \_\_\_\_\_  
Chairman, County Council of  
Lexington County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk, County Council of  
Lexington County, South Carolina

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**PROBATE**

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PERSONALLY appeared before me \_\_\_\_\_ who being  
duly sworn says that (s)he saw \_\_\_\_\_ as Chairman, County Council of  
Lexington County, South Carolina, and \_\_\_\_\_ as Clerk, County Council  
of Lexington County, South Carolina, sign, attest and seal the foregoing Lease-Purchase  
Agreement and that (s)he witnessed the execution and delivery thereof as the act and deed of  
Lexington County, South Carolina.

\_\_\_\_\_

SWORN to before me this

\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public for the State of South Carolina (L.S.)  
My Commission Expires \_\_\_\_\_

NUCOR CORPORATION,  
Lessee

By: \_\_\_\_\_  
Name:  
Title:

Witnesses:

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

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public for Mecklenburg County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of NUCOR CORPORATION, a Delaware corporation, and that he, as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notarial stamp or seal]

EXHIBIT A

DESCRIPTION OF LAND

All that certain piece, parcel or tract of land situated, lying and being near the Town of Swansea, in the County of Lexington, State of South Carolina, containing 111.558 acres and being shown and delineated on a plat prepared for Nucor Corporation by Enfinger & Associates, Professional Land Surveyors, dated February 15, 1996, and recorded as Slide 175, Plat 8, in the Office of the Register of Deeds for Lexington County. Said tract being located on the eastern side of South Carolina Highway S 32-102 and on the northern side of South Carolina Highway 3 and having such boundaries and measurements as will more fully appear by reference to said plat which is incorporated herein and made a specific part hereof.

Being the same property conveyed to Lexington County, South Carolina by Nucor Corporation by Deed dated as of December 31, 1996, and recorded in Book 4084, Page 326, in the Office of the Register of Deeds for Lexington County, South Carolina.

## COMMITTEE REPORT

**RE:** Zoning Map Amendment M04-04

**DATE:** November 10, 2004

**COMMITTEE:** Planning & Administration

**MAJORITY REPORT:** Yes

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The Planning and Administration Committee convened on Tuesday, November 09, 2004 to discuss Zoning Map Amendment M04-04. The applicant, Maryann Lapine, requested that Torrey Pine Lane, Little Gap Court, and Little Gap Lane (TMS# 1542) located in the Crystal Pines subdivision be reclassified from Local (L) to Residential Local Four (RL4).

Ms. Lapine indicated on the application that all the roads in Crystal Pines are privately maintained and not designed to carry the potential loads or traffic possible at the present road classification. The reclassification will also bring the above mentioned roads into agreement with the classification of RL4 for Red Fox Trail that is also located in Crystal Pines.

A public hearing was held on September 28, 2004 at which time a number of residents and property owners expressed their opposition to the request.

The Planning Commission considered the application on October 21, 2004 and voted unanimously to recommend that the request be approved.

It is the recommendation of the Planning and Administration Committee that Council proceed with second reading of Zoning Map Amendment M04-04.

*2ND READING APPROVED - DECEMBER 14, 2004*



COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community & Economic Development
County Administration Building (803) 359-8121
212 South Lake Drive Lexington, South Carolina 29072

ZONING MAP AMENDMENT APPLICATION # M 04 - 04

Address and/or description of property for which the amendment is requested:

Torrey Pine Lane, Little Gap Court, Little Gap Lane TMS# 1542

Zoning classifications: Local (L) Residential Local Four (RL4)
(current) (proposed)

Reason for the request (use the back of this application form if necessary):

All roads in Crystal Pines are privately maintained and not designed to carry the potential loads or traffic possible at the present road classification. The reclassification will also bring the above mentioned roads into agreement with the classification of RL4 for Red Fox Trail that is also contained within the Crystal Pines

Subdivision.

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date 8/04/04

Signature Maryann Lapine

(X) Owner?
( ) Agent?

Name(print) Maryann Lapine

Telephone # 932-9060

Address 302 Little Gap Court
Chapin SC 29036

\*\*\*\*\*

- 1. 8/04/04 Application Received
2. 8/04/04 Fee Received
3. 9/9/04 Newspaper Advertisement
4. 9/13/04 Property Posted
5. 9/13/04 Notices Sent

10/21/04 Planning Commission Recommendation: RECOMMEND APPROVAL
NOTE: 8/0

\*\*\*\*\*

9/24/04 First Reading 9/29/04 Public Hearing 12/14/04 Second Reading 1/11/05 Third Reading

Results:

## ***STAFF SUMMARY ZONING MAP AMENDMENT #M04-04***

**Description of the Amendment:** The request is for a change in road classification from "Local (L)" to "Residential Local Four (RL4)" for Torrey Pine Lane, an approximate distance of 2640', Little Gap Lane, a distance of 2140' & Little Gap Court, a distance of 213'. All roads in this subdivision are privately maintained.

**Character of the Area:** This is a residential subdivision with a mix of vacant property and improved residential use property. Lot sizes vary from approximately 0.47 acre to 26.6 acres. Most lots are one acre more or less but there is a 22.7 acre tract and an 8.85 acre tract in addition to the 26.6 acre parcel. This is located in the Northern Lexington County Planning Area zoned in August, 1987. The area is zoned "RD (Restrictive Development)." No other amendment requests have been made for this general area.

**Implications of Amendment:** An "RL4" road is described in the Ordinance as one that is intended to accommodate some residential activities at four dwelling units per gross acre. Access via these roads is limited to this type development and allowed home occupations or accessory activities. A "Local" road allows eight dwelling units per gross acre and is described as a street that primarily provides access to nonresidential land uses and connects residential streets with Arterials and Collectors. Deed restrictions are in place that would prohibit commercial use so allowable density, especially on the larger tracts, remains the most obvious issue.

**Council District:** Six - Councilman Johnny W. Jeffcoat

**Attachments:** Chart of Allowed Uses by Road Classification  
Location Maps  
Political Boundaries Maps

## Chapter 2. General Requirements

### 22.00 Street Classifications and Access

All streets on the zoning maps shall be designated one of the following classifications as shown on the Right-of-Way Plan. The columnar chart which follows in Section 22.02 identifies the type street required to provide access to each activity.

Arterial (A): A street of regional importance or a main road of the community which is expected to carry either heavy vehicular traffic volumes or high-speed traffic or both. Traffic intensive commercial, industrial and high-density residential activities should be encouraged to develop on Arterial roads.

Collector (C): A street which is used or intended to be used for moving traffic from local streets to Arterials. Collectors are generally shorter than Arterials, but carry high volumes of traffic. Therefore, development of land along Collectors should be compatible with high traffic volumes.

Local (L): A street which primarily provides access to nonresidential land uses and connects residential streets to the Arterials and Collectors. Land uses should be compatible with higher traffic volumes. However, the most intensive land uses which generate extremely high levels of traffic should be prohibited from direct access. The following additional categories of Local streets are established to handle the special circumstances described:

Residential Local Six (RL6): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate residential activities at six dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Five (RL5): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at five dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Residential Local Four (RL4): A street with frontage over 50% residentially developed at the time of enactment of this Ordinance or platted as a residential subdivision. This type street is intended to accommodate some residential activities at four dwelling units per acre. Access will be limited to this type development and allowed home occupations or accessory activities.

Limited Local (LL): A street that contains a locational or design flaw which limits traffic volume. The conditions of the problem should be virtually impossible to correct or very unlikely to be improved. Access to this type street will be limited to those activities expected to generate traffic volumes equal to or less than Detached Residential development at four dwelling units per acre.

#### 22.01 New Streets Created

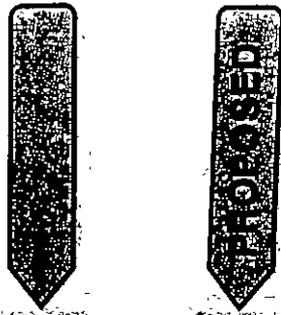
Whenever new streets are added to the roadway system within the zoning jurisdiction of Lexington County, these streets shall be classified according to the criteria specified within this section. The Zoning Administrator, upon the approval and confirmation of the classification by the Planning Commission, shall cause same to be placed upon the zoning map.

#### 22.02 Chart of Permitted Access by Street Classification

The following chart designates the street classifications necessary to access each of the major activities. A principal activity which is restricted from access to a specific street classification may not locate where the activity is reachable only through the use of a street with such a restricted classification.

There are limits placed on some activities allowed to access a Limited Local (LL) street classification. The last column in the chart describes the specific nature of these limits where they exist. They are expressed in either maximum number of dwelling units (DU) per acre, maximum number of beds per acre, or maximum floor area ratio (FAR). A floor area ratio is an expression of the total floor area of a structure or building, including useable basements, compared to the total lot area. For example, a 1000 square foot building on a 10,000 square foot lot would have a floor area ratio of 10





A	E	F	REG	RES	RE+	RE- & Ma	Limbs	ACTIVITIES
X	X	X				X		Plant Nurseries
X	X							Power Plants
X	X	X				X	.09 FAR	Professional Services
X	X							Radioactive Materials Handling
X	X							Railroad
X	X	X						Recycling Centers
X	X	X				X	.09 FAR	Research Services
X	X	X	X	X	X	X	4 DU/acre	Residential Detached
X	X	X	X	X		X	4 DU/acre	Residential Attached(2 Dwelling Units)
X	X	X	X			X	6 DU/acre	Residential Attached(3 or more Dwelling Units)
X	X	X	X			X	6 DU/acre	Retirement Centers/Assisted Living
X	X	X						Salvage/Wrecking Yard
X	X	X						Scrap Operations
X	X	X						Business Parks
X	X	X						Shopping Centers
X	X	X						Industrial Parks
X	X	X						Towing and Impoundment Lot
X	X	X						Trade Enterprises
X	X	X						Transient Habitation
X	X	X						Transport & Warehousing (Limited)
X	X	X						Transport & Warehousing (Extensive)
X	X	X						Transport Services
X	X	X						Undertaking
X	X	X	X	X	X	X		Utilities
X	X	X						Vehicle Parking
X	X	X				X		Vehicle Repair
X	X	X				X	.03 FAR	Vehicle Sales
X	X	X						Vehicle Servicing (Limited)
X	X	X						Vehicle Servicing (Extensive)
X	X	X						Veterinarian
X	X	X						Zoos

\* Access by these classifications is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

\*\* Access by these classifications is allowed only if the street is paved.

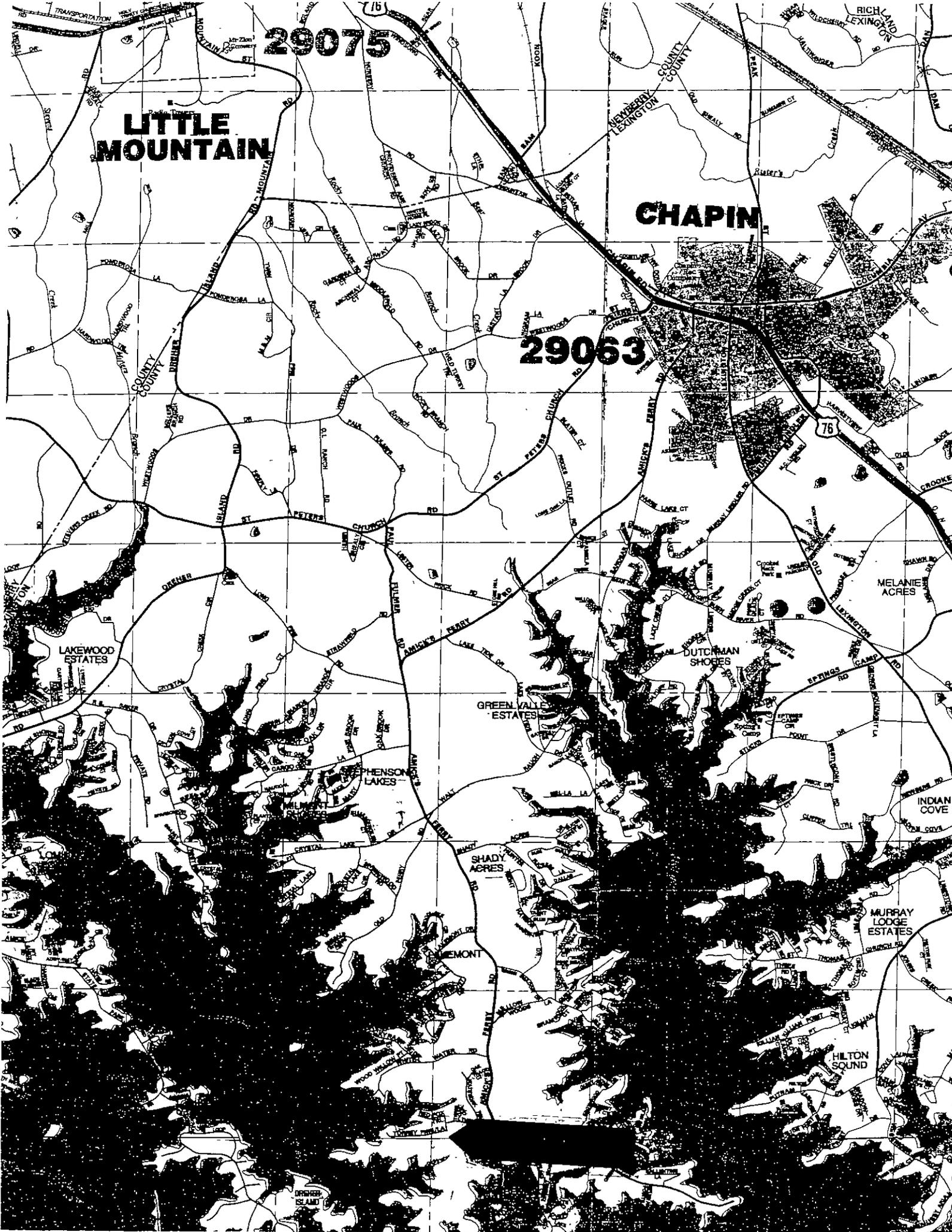
# Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

## 22.10 Driveway and Street Restrictions

### 22.11 Vision Clearance

For the safety of the traveling and pedestrian public, all intersections will maintain a vision clearance triangle. These triangles must be kept clear of all vegetation, walls, or structures between a height of two and one-half (2.5) feet and ten (10) feet to provide for safer movement of motorists and pedestrians. Depending on the location, intersections must meet one of the following criteria:

- Intersections with stop signs must provide vision clearance by meeting intersection sight distance as described in Section 22.14 (a).
- Intersections that either presently contain automated traffic control signals, or have the potential to become thus signalized in the future, shall be designed with a vision clearance triangle as described below. This vision clearance is applied in addition to any sight distance requirements.



29075

LITTLE MOUNTAIN

CHAPIN

29063

76

LAKEWOOD ESTATES

GREEN VALLEY ESTATES

STEPHENSON LAKES

SHADY ACRES

MEMONT

DUTCHMAN SHORES

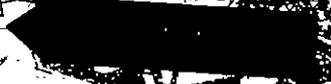
MELANIE ACRES

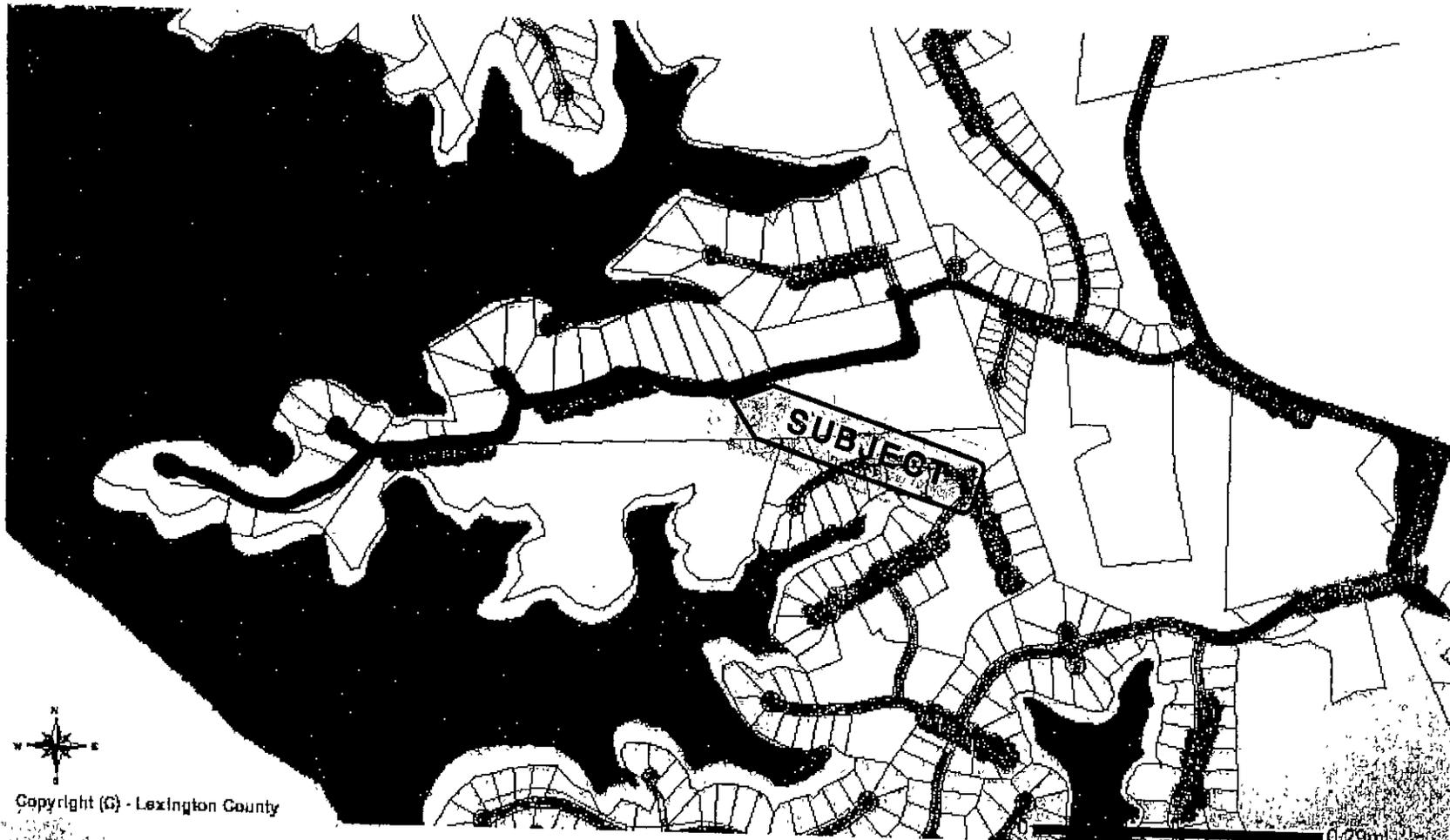
INDIAN COVE

MURRAY LODGE ESTATES

HILTON SOUND

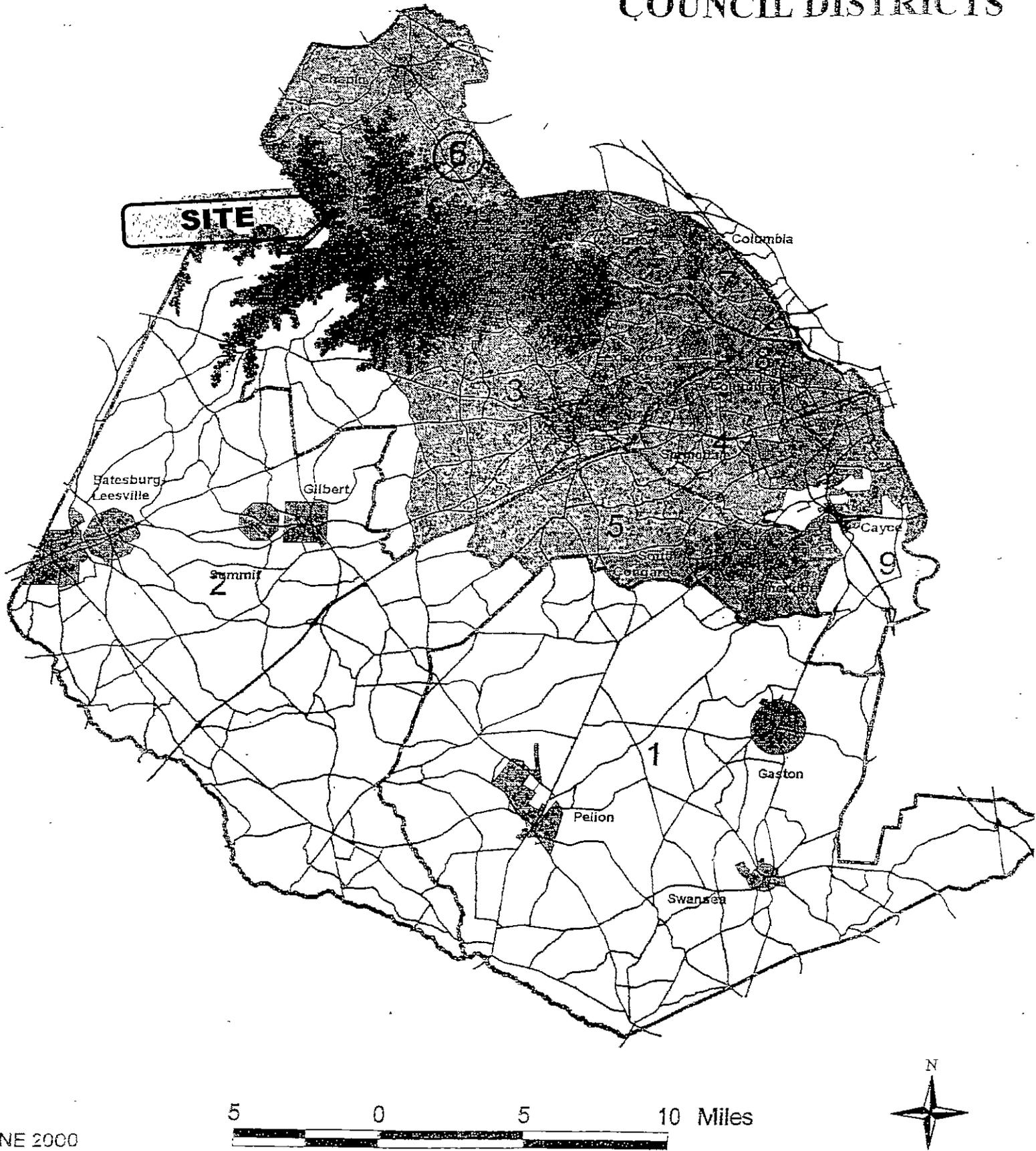
76



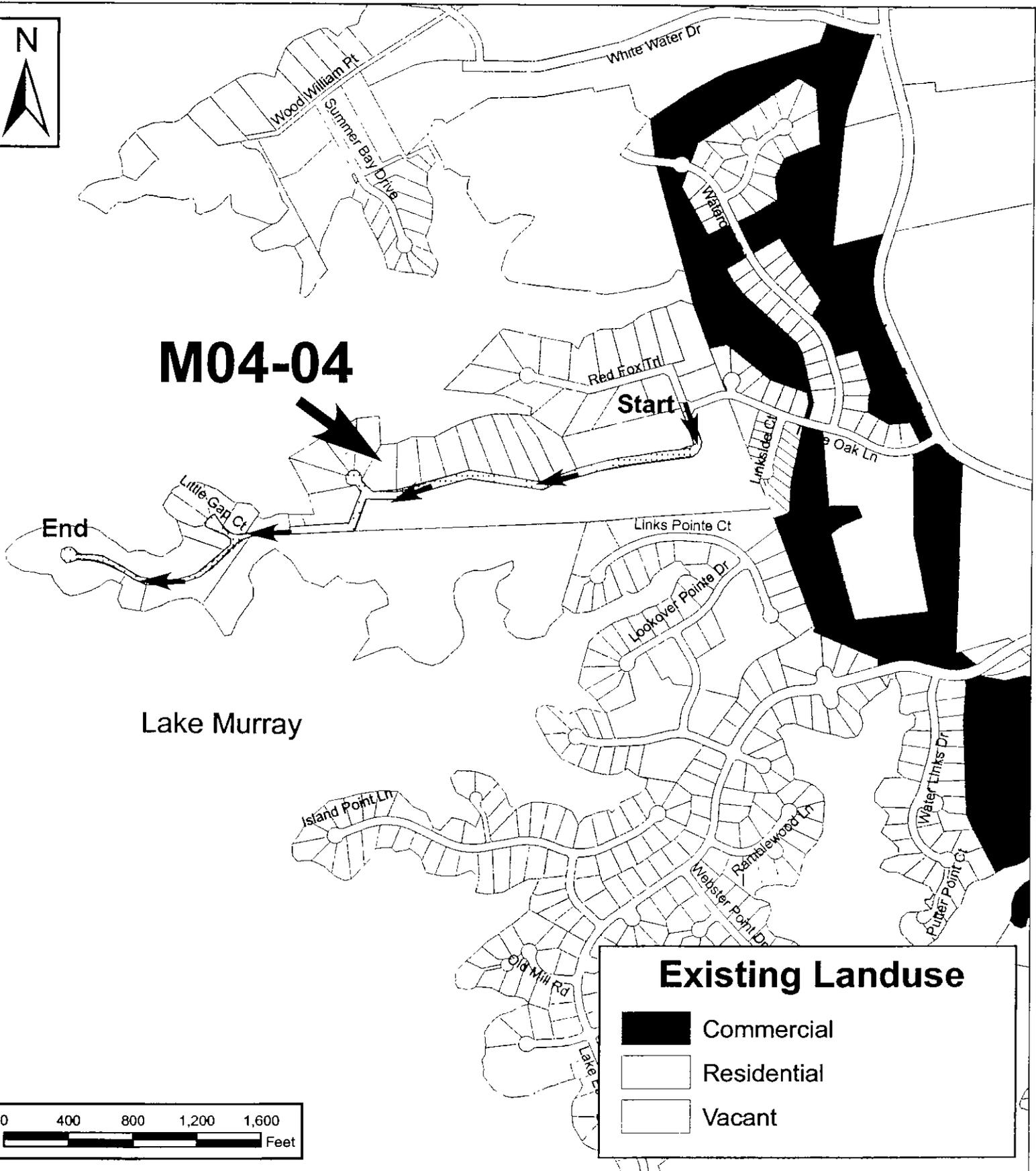


# MAP AMENDMENT # M04-04

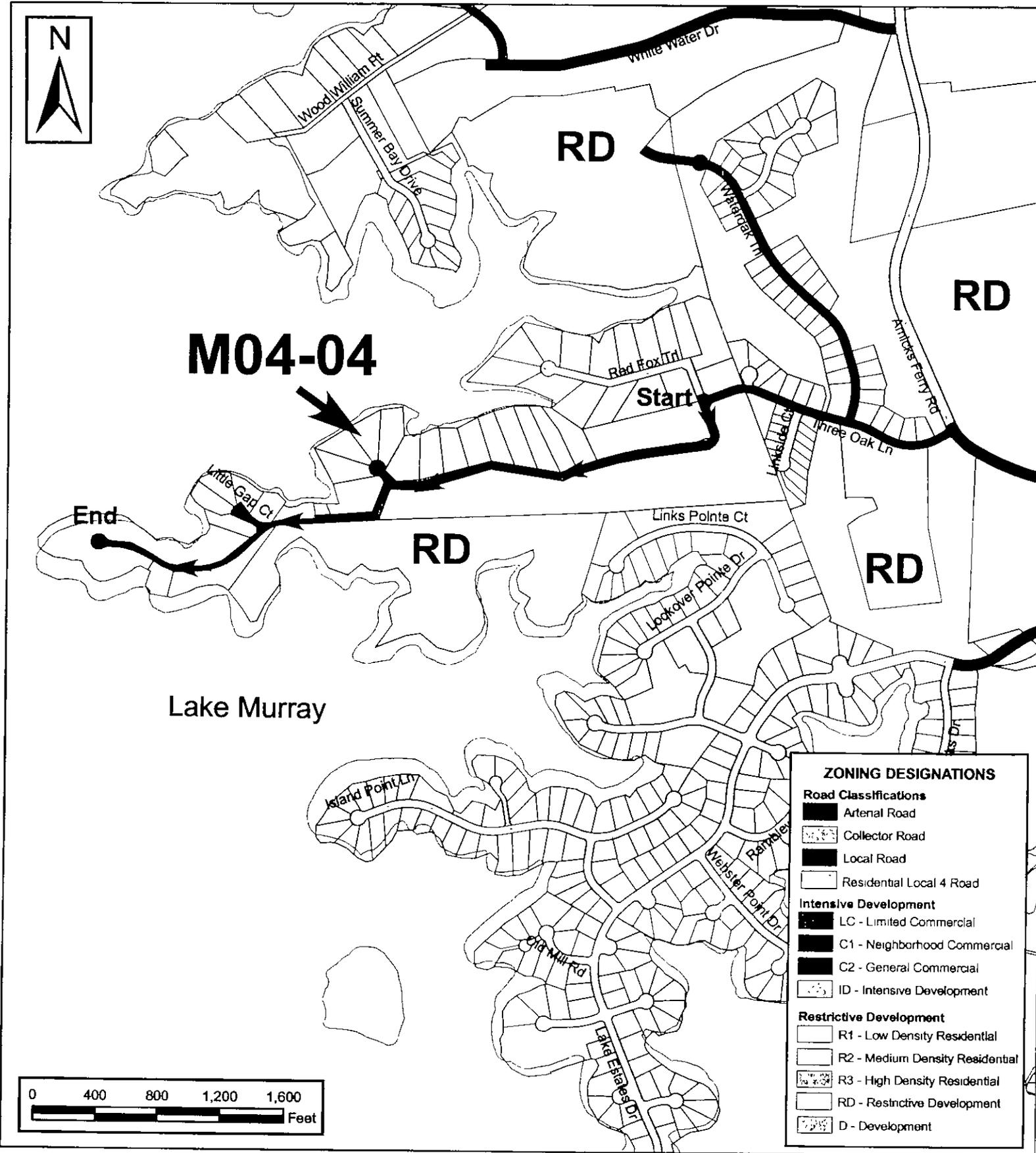
# COUNCIL DISTRICTS



JUNE 2000



**Existing Landuse  
Zoning Map Amendment M04-04  
TMS # 001542**



Existing Zoning  
 Zoning Map Amendment M04-04  
 TMS # 001542

## COMMITTEE REPORT

**RE:** Zoning Map Amendment M04-05

**DATE:** November 10, 2004

**COMMITTEE:** Planning & Administration

**MAJORITY REPORT:** Yes

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The Planning and Administration Committee met on Tuesday, November 09, 2004 to discuss Zoning Map Amendment M04-05. The applicant, Willic H. Weed, Jr. requested that 1675 Lake Murray Blvd., Columbia, SC 29210 (TMS# 001998-02-010 P/O) be reclassified from Low Density Residential (R1) to Neighborhood Commercial (C1).

Mr. Weed indicated on the application that for future sales, it would be better for the entire parcel to be zoned the same rather than have part of the parcel commercial and part residential.

A public hearing was held on October 12, 2004 at which time there was no opposition.

The Planning Commission considered the application on October 21, 2004 and voted unanimously to recommend that the request be approved.

It is the recommendation of the Planning and Administration Committee that Council proceed with second reading of Zoning Map Amendment M04-05.

*2ND READING APPROVED - DECEMBER 14, 2004*



COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community & Economic Development
County Administration Building (803) 359-8121
212 South Lake Drive Lexington, South Carolina 29072

ZONING MAP AMENDMENT APPLICATION # M 04 - 05

Address and/or description of property for which the amendment is requested:

1675 Lake Murray Blvd. Columbia 29210 (Just outside of Irmo) TMS# 001998-02-010 P/O

Zoning classifications: R1 Low Density Residential (current) C1 Neighborhood Commercial (proposed)

\* Majority of property is already C1; small portion of property is R1;

Reason for the request (use the back of this application form if necessary):

For future sales, it would be better for the entire parcel to be zoned the same rather than have part of the parcel commercial and part of the parcel residential.

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date 9/7/2004

Signature Willie H. Weed Jr.

(X) Owner?
( ) Agent?

Name(print) Willie H. Weed, Jr.

Telephone # 803-781-9153

Address 1473 Fork Ave.
Irmo, SC 29063

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- 1. 9/7/04 Application Received
2. 9/7/04 Fee Received
3. 9/23/04 Newspaper Advertisement
4. 9/22/04 Property Posted
5. 9/27/04 Notices Sent

10/21/04 Planning Commission Recommendation: RECOMMEND APPROVAL

VOTE: 8/0

\*\*\*\*\*

9/28/04 First Reading 10/12/04 Public Hearing 12/14/04 Second Reading 1/11/05 Third Reading

Results:

## **STAFF SUMMARY**

### **ZONING MAP AMENDMENT #M04-05**

**Description of the Amendment:** This map amendment request is for a change in zoning classification from “Low Density Residential (R1)” to “Neighborhood Commercial (C1)” for a small portion of the applicants property. The majority of the property is already zoned “Neighborhood Commercial (C1).” The applicant believes having the entire parcel zoned “Neighborhood Commercial (C1)” would improve marketability.

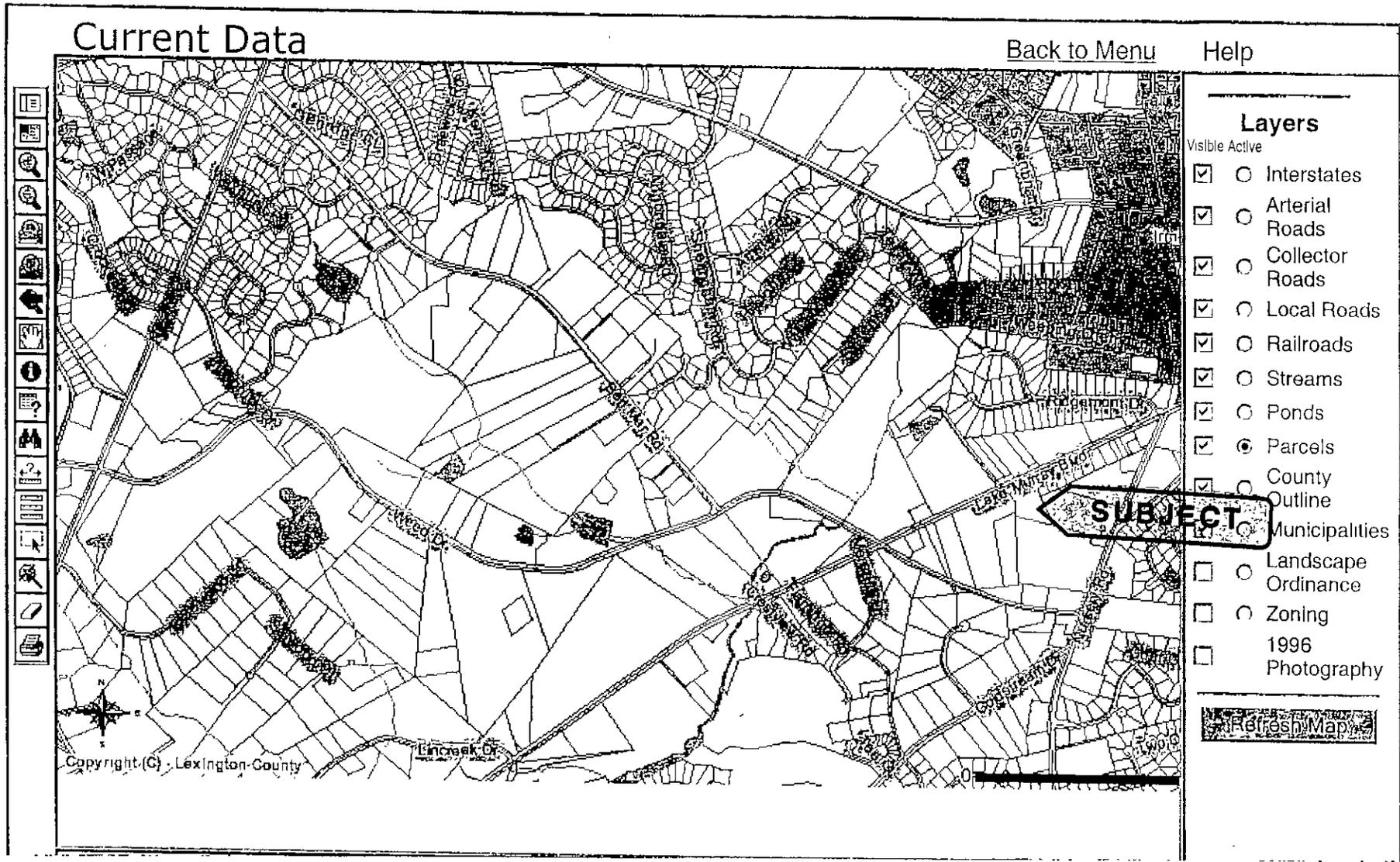
**Character of the Area:** There is a mix of commercial and residential property use in the immediate area. The subject property is bordered on the north by Lake Murray Blvd., on the east by an equipment sales business & single family residential, the south by single family residential and on the west by a 10.8 acre vacant parcel & single family residential. Commercial use in the immediate area includes a garage, office buildings, warehouses, daycare, plant nursery, animal supply house, convenience store, auto wholesaler, tool repair service, landscape supply and landscape contractor. Property sizes vary from as low as 0.12 acres to 11.85 acres. The subject property is approximately 3 acres and the area of proposed change is approximately 0.38 acres.

**Zoning History:** Since 1979 there have been 14 requests for a change in zoning classification for the immediate area. Of the 13 approved, two were changed to ID, two to C2, one to C1, one to R2 and one to D. The only denial was a request for a change in zoning classification from R1 to R2. This property is in the Dutch Fork Planning Area zoned in 1974.

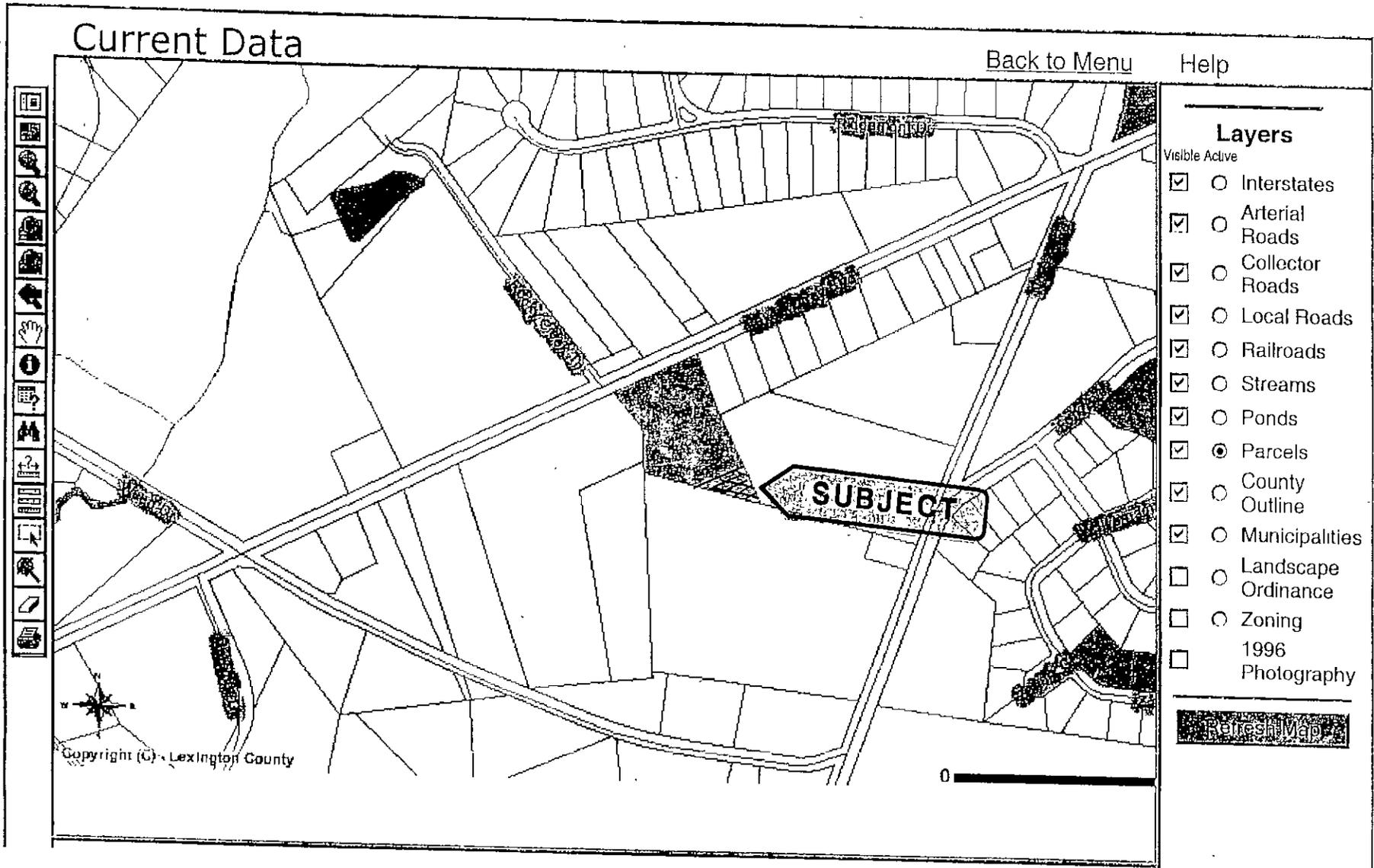
The proposed change in zoning for the Dutch Fork /Seven Oaks Planning Areas would change this parcel from “Neighborhood Commercial (C1)” and “Low Density Residential (R1)” to “General Commercial (C2).”

**Council District:** Six - Councilman Johnny W. Jeffcoat

Attachments: Location Map  
Political Boundaries Maps  
Permitted Uses by District

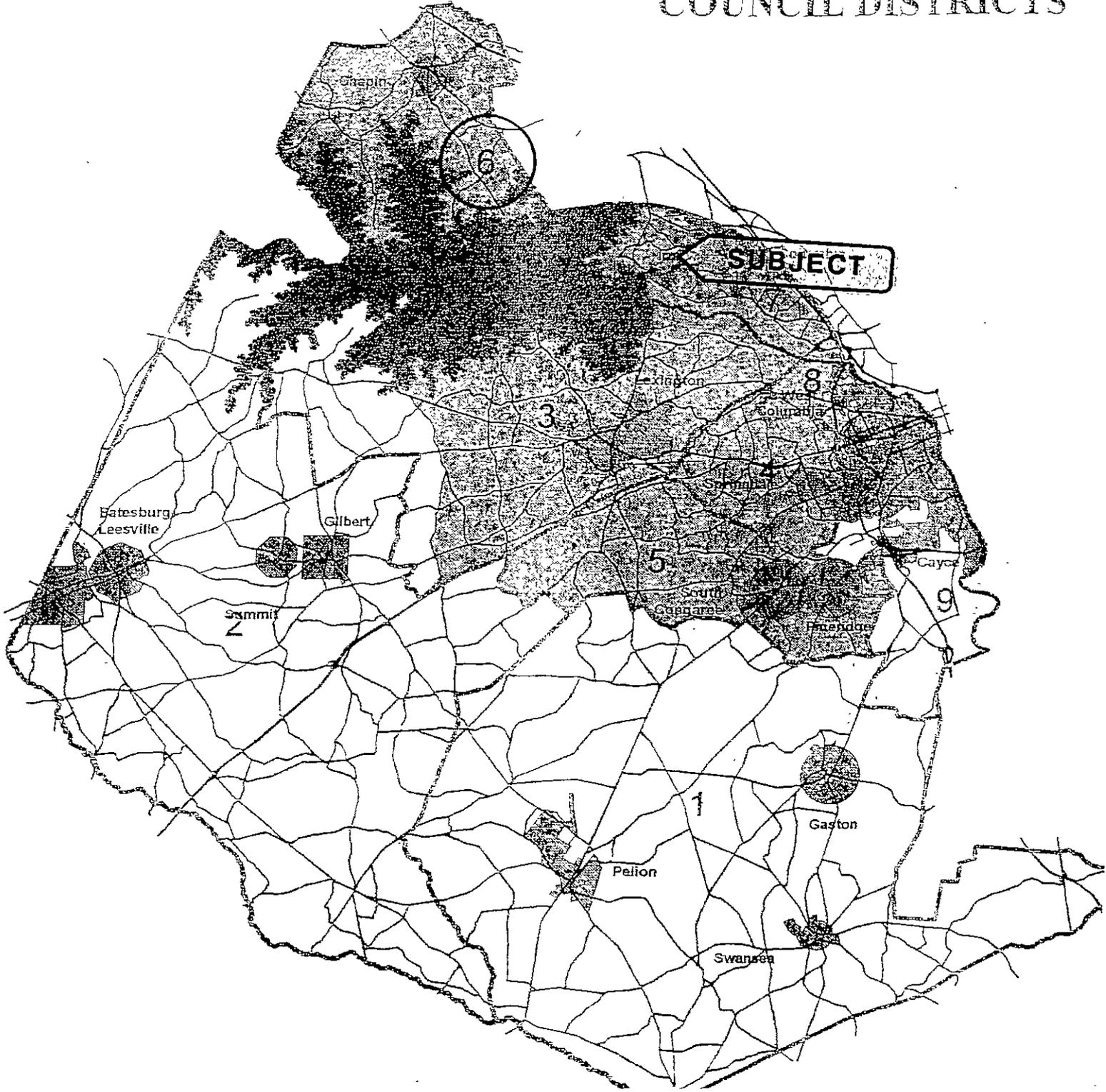


# MAP AMENDMENT REQUEST #04-05



# MAP AMENDMENT REQUEST #04-05

# COUNCIL DISTRICTS



# MAP AMENDMENT # M04-05

### 21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and five of this Ordinance.
- The provisions of Chapters 2, 3, and four of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

- Extremely Hazardous Materials as regulated by Article 3
- Mining Operations as regulated by Article 8
- Mobile Home Parks as regulated by Article 7
- Sexually Oriented Businesses as regulated by Article 9

### 21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (\*) are allowed only when granted a special exception by the Board of Planning Appeals as outlined in Article 11 of this Ordinance

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Raising
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Child or Adult Day Care
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Churches
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services
			XX	XX	XX				XX	XX	Crops
					XX				XX	XX	Detention Centers
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Essential Services (Limited)
	XX	XX	XX	XX	XX			XX	XX	XX	Essential Services (Extensive)
				XX	XX			XX	XX	XX	Food Services
					XX			XX	XX	XX	General Repair and Maintenance Services
					XX		XX	XX	XX	XX	General Retail (Limited)
					XX			XX	XX	XX	General Retail (Extensive)
XX#	XX#	XX#	XX#	XX	XX		XX	XX	XX	XX	Group Assembly (Limited)
				XX	XX			XX	XX	XX	Group Assembly (Intermediate)
					XX			XX	XX	XX	Group Assembly (Extensive)

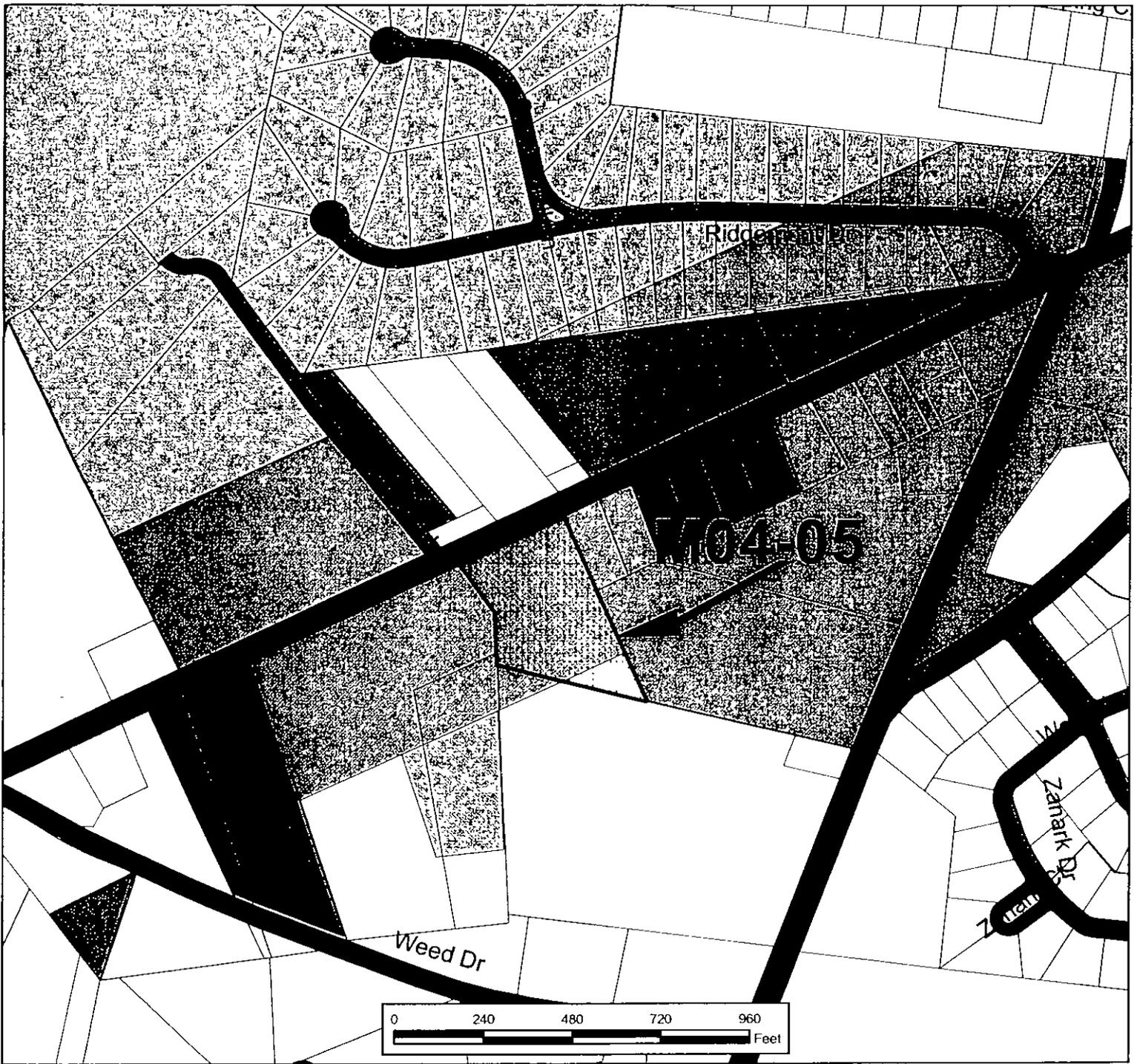


R1	R2	R3	D	RA	RD	LC	CI	C2	ID	LR	ACTIVITIES
		XX	Group Housing								
					XX		XX	XX	XX	XX	Hospitals
			XX	XX	XX				XX	XX	Kennels and Stables
					XX				XX	XX	Landfills (Limited)
					XX				XX	XX	Landfills (Intermediate)
					XX				XX	XX	Landfills (Extensive)
					XX			XX	XX	XX	Manufacturing (Light Assembly)
					XX				XX	XX	Manufacturing (Limited)
					XX				XX	XX	Manufacturing (Intermediate)
					XX				XX	XX	Manufacturing (Extensive)
					XX			XX	XX	XX	Marinas
					XX	XX	XX	XX	XX	XX	Medical Services
					XX				XX	XX	Military Installations
			XX		XX				XX	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	Mini-Parks										
					XX			XX	XX	XX	Mini-Warehouses
	XX	XX	XX	XX	XX		XX	XX	XX	XX	Mobile Homes
		XX			XX			XX	XX	XX	Mobile Home Parks (Limited) *
		XX			XX			XX	XX	XX	Mobile Home Parks (Extensive) *
XX	Natural Reserves										
				XX	Non-Assembly Cultural						
	XX	Nursing Homes									
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	Plant Nurseries							
					XX				XX	XX	Power Plants
					XX	XX	XX	XX	XX	XX	Professional Services
					XX				XX	XX	Radioactive Materials Handling
					XX				XX	XX	Railroad
					XX				XX	XX	Recycling Centers
					XX			XX	XX	XX	Research Services
XX	Residential Detached										
	XX	XX			XX	XX	XX	XX	XX	XX	Residential Attached (2 dwelling units)
		XX			XX			XX	XX	XX	Residential Attached (3 or more dwelling units)
		XX			XX			XX	XX	XX	Retirement Centers/Assisted Living
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
											Speculative Development



R1	R2	R3	D	RA	RD	LC	CT	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					XX			XX	XX	XX	Transient Habitation
					XX			XX	XX	XX	Transport and Warehousing (Limited)
					XX				XX	XX	Transport and Warehousing (Extensive)
					XX		XX	XX	XX	XX	Transport Services
					XX			XX	XX	XX	Undertaking
XX	Utilities										
					XX			XX	XX	XX	Vehicle Parking
					XX			XX	XX	XX	Vehicle Repair
					XX			XX	XX	XX	Vehicle Sales
					XX		XX	XX	XX	XX	Vehicle Servicing (Limited)
					XX			XX	XX	XX	Vehicle Servicing (Extensive)
				XX	XX			XX	XX	XX	Veterinarian
				XX	XX			XX	XX	XX	Zoos

# The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

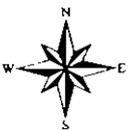


# ZONING MAP AMENDMENT #M04-05

## TMS #001998-02-010

**Zoning Legend**

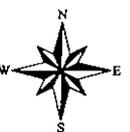
- I - Interstates
- A - Arterial Road
- C - Collector Road
- L - Local Road
- LL - Limited Local Road
- RL4 - Residential Local 4
- RL5 - Residential Local 5
- RL6 - Residential Local 6
- LC - Limited Commercial
- C1 - Neighborhood Commercial
- C2 - General Commercial
- D - Development
- ID - Intensive Development
- PD - Planned Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RA - Recreational/Agricultural
- RD - Restrictive Development





**ZONING MAP AMENDMENT #M04-05**  
**TMS #001998-02-010**  
**EXISTING LANDUSE**

-  VACANT PROPERTY
-  COMMERCIAL PROPERTY
-  RESIDENTIAL PROPERTY



## COMMITTEE REPORT

**RE:** Product Development Needs

**DATE:** January 3, 2005

**COMMITTEE:** Economic Development

**MAJORITY REPORT:** Yes

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The Economic Development Committee met on Tuesday, December 14, 2004, to discuss the need for a Class A Industrial Park in the I-20/I-26 corridor.

Mr. Ed Parler, Director of Government and Industry Relations, of the Central SC Alliance requested that the County allow an independent study be procured by the Alliance to identify three (3) sites for consideration and come back with recommendations. The cost of the study is approximately \$12,000.

The committee voted to recommend to Council that \$12,000 be appropriated to allow Central SC Alliance to move forward with the site study. Funding will be provided from the Economic Development account.