

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

Tuesday, November 14, 2006

Second Floor - County Administration Building

212 South Lake Drive, Lexington, SC 29072

Telephone - 803-785-8103 -- FAX 803-785-8101

12:50 p.m. - 1:05 p.m. - Planning and Administration

- (1) Midlands Area Consortium for the Homeless (MACH) - Jennifer Moore, United Way **A**
- (2) Approval of Minutes - Meeting of October 10, 2006 **B**
- (3) Old Business/New Business
- (4) Adjournment

1:05 p.m. - 1:40 p.m. - Justice

- (1) Cars for Reserve Deputies - Sheriff's Department - James R. Metts, Sheriff
- (2) 11th Circuit Law Enforcement Network Grant - Sheriff's Department - Col. Paavel **C**
- (3) Update on School Resource Officers and Crime Scene Investigation Grants - Sheriff's Department - Col. Paavel
- (4) Lexington County Sheriff Department (LCSD) Title IV-D Program - Sheriff's Department - Col. Paavel **D**
- (5) Approval of Minutes - Meeting of September 26, 2006 **E**
- (6) Old Business/New Business
- (7) Adjournment

1:40 p.m. - 1:55 p.m. - Health & Human Services

- (1) EMS Staffing and Training Issue - **(Goal #1)** - Public Safety/EMS- Brian Hood, EMS Coordinator **F**
- (2) Approval of Minutes - Meeting of October 10, 2006 **G**
- (3) Old Business/New Business
- (4) Adjournment

1:55 p.m. - 2:15 p.m. - Public Works

- (1) Access Options for the Proposed Estates of Persimmon Hill Subdivision - Public Works - Sheri Armstrong, Stormwater Manager **H**
- (2) Approval of Minutes - Meeting of October 10, 2006 **I**
- (3) Old Business/New Business- Pending Issues: Subdivision Regulations, Development Guidelines & Stormwater Ordinance
Alternate Funding Sources - **(Goal #2)**
"C" Fund Program
- (4) Adjournment

2:15 p.m. - 2:35 p.m. - Solid Waste Landfill

- (1) Staffing at Waste Collection Stations - Solid Waste Management - Joe Mergo, Director **J**
- (2) Regulating Collection Stations Users - **(Goal #2)** - Solid Waste Management - Joe Mergo, Director
- (3) Approval of Minutes - Meeting of October 10, 2006 **K**
- (4) Old Business/New Business - Funding
- (5) Adjournment

2:35 p.m. - 2:40 p.m. - Airport

- (1) Airport Engineering Services
- (2) Approval of Minutes - Meeting of October 10, 2006 **L**
- (3) Old Business/New Business
- (4) Adjournment

2:40 p.m. - 3:55 p.m. - Economic Development

- (1) Project Z - Economic Development - Al Burns, Director
- (2) Project Otis - Economic Development - Al Burns, Director
- (3) Project Gira - Economic Development - Al Burns, Director
- (4) Economic Development Projects - Economic Development - Al Burns, Director
- (5) Approval of Minutes - Meetings of September 26 and October 10, 2006 **M**
- (6) Old Business/New Business
- (7) Adjournment

3:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Ordinance 06-09 - An Ordinance to Impose the Provisions as Allowed by South Carolina Code Section 12-37-670 so as to Allow Improvements that are Completed on or Before June 30th to be Taxable for the Period for July 1st to December 31st of that Property Tax Year - **(Goal #3)** - **N**
- (2) Strategic Plan Objectives - **(Goals #1, #2, #3)** - Katherine Doucett, Administrator
- (3) Approval of Minutes - Meeting of October 10, 2006 **O**
- (4) Old Business/New Business
- (5) Adjournment

Planning & Administration

J. Owens, Chairman
J. Jeffcoat, V Chairman
J. Carrigg, Jr.
B. Derrick
D. Summers
T. Cullum

Health & Human Services

J. Carrigg, Jr., Chairman
D. Summers, V Chairman
J. Owens
B. Keisler
J. Jeffcoat
T. Cullum

Solid Waste Landfill

J. Kinard, Chairman
J. Jeffcoat, V Chairman
S. Davis
B. Derrick
T. Cullum

Economic Development

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

Justice

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

Public Works

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

Airport

T. Cullum, Chairman
B. Derrick
D. Summers
J. Carrigg, Jr.
J. Kinard
J. Jeffcoat

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, November 14, 2006

Second Floor - Dorothy K. Black Council Chambers - County Administration Building

212 South Lake Drive, Lexington, South Carolina 29072

Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Employee Recognition - Katherine Doucett, County Administrator

**Adoption of Lexington County's Mission Statement, Vision Statement, Values
and Goals P**

Resolutions Q

(1) Swansea High School Marching Band

(2) Chapin High School Marching Band

Appointments R

Bids/Purchases/RFPs

(1) Hot Water Heater Tank Replacement - Building Services/Sheriff's Department - Sole Source . . . S

(2) Microsoft Volume Licenses with Media - Library Services T

(3) Dell Poweredge Server with Linux Operating System - Sheriff's Department U

(4) Motorola Portable VHF Radios and Monitor/Receivers - Public Safety/Fire Service V

(5) Rehabilitation Specialist and Contractors Minor Home Repair Program W

(6) Soliciting Full Line Grocery Chains for Christmas Gift Cards X

Chairman's Report

Administrator's Report

Approval of Minutes - Meeting of October 10, 2006 Y

Zoning Amendment

- (1) Zoning Map Amendment M06-08 - Lake Estates Dr. (Intersection of Timberlake Dr. to Water Links Dr.) - 3rd and Final Reading **Z**

Ordinances

- (1) Ordinance 06-16 - Authorizing the Execution and Delivery of an Infrastructure and Real Estate Improvements Financing Agreement Between Lexington County and Allied Air - 2nd Reading - (Tentative)
- (2) Ordinance 06-18 - Ordinance to Amend Ordinance 95-12 as Amended by Subsequent Ordinances Relating to Joint County Industrial Park of Lexington and Calhoun Counties so to Enlarge the Park (Accurate Mfg. Inc. and Saxe Gotha Property) - 2nd Reading **1**

Planning and Administration, J. Owens, Chairman

- (1) Midlands Area Consortium for the Homeless (MACH) - **Tab A**

Justice, S. Davis, Chairman

- (1) Lexington County Sheriff Department (LCSD) Title IV-D Program - Sheriff's Department - **Tab D**

Health & Human Services, J. Carrigg, Jr., Chairman

- (1) EMS Staffing and Training Issue - (**Goal #1**) - Public Safety/EMS - **Tab F**

Public Works, B. Derrick, Chairman

- (1) Paving a Portion of Vera Road - Public Works **2**
- (2) Access Options for the Proposed Estates of Persimmon Hill Subdivision - Public Works - **Tab H**

Solid Waste Landfill, J. Kinard, Chairman

- (1) Staffing at Waste Collection Stations - Solid Waste Management - **Tab J**

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M06-12 - West Side of Charter Oak Road Between US 1 and US 378 **3**
- (2) Zoning Map Amendment M06-13 - Brittany II Subdivision **4**
- (3) Ordinance 06-17 - An Ordinance Approving the Option and Contract for the Sale of Certain Real Property from the County of Lexington to Agri-Ethanol Products, LLC **5**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Appropriate required funding to meet Strategic Plan.**



County of Lexington

Community Development Department
212 South Lake Drive
Lexington, SC 29072
Phone: (803) 785-8121
Fax: (803) 785-8188

MEMORANDUM

TO: Katherine Doucett, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: November 6, 2006

RE: Funding Request from the Midlands Area Consortium for the Homeless (MACH)

The Midlands Area Consortium for the Homeless (MACH) has submitted an application to the Community Development Department, requesting \$2,500 of Community Development Block Grant (CDBG) funds for the purpose of assisting with a new state-wide count of homeless persons. The state-wide homeless count will be conducted on January 27, 2007. The MACH has submitted similar funding requests to Richland County (\$5,000) and the City of Columbia (\$3,000).

The CDBG program is currently accepting funding requests for the 2007-08 fiscal year, which will begin July 1, 2007. Normally, funding requests received at this time would exclusively be considered for the 2007-08 fiscal year. However, officials from the MACH have indicated that funding for this project is needed prior to January 2007. In order to approve this funding request, it would be necessary for County Council to reallocate uncommitted CDBG funds from the 2006-07 fiscal year.

We are requesting that this application for funding be placed on the agenda of the Planning and Administration Committee for the November 14th meeting. Representatives from the MACH will be prepared to answer any questions County Council may have regarding this request for funding from the CDBG program.

November 2, 2006

Mr. George Bistany
County of Lexington
212 South Lake Drive
Lexington, SC 29072-3493

Dear Mr. Bistany:

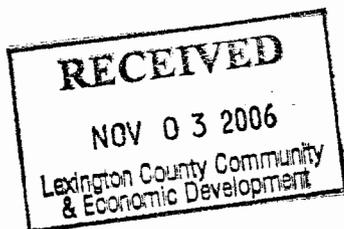
Enclosed please find an Application for Assistance through the Lexington County CDBG Program from the Midlands Area Consortium for the Homeless (MACH) to assist in funding of the 2007 Point in Time Homeless Count. I am attaching email responses from the other members of the MACH Executive Committee authorizing the submission of the enclosed application, and as the President of MACH I am authorized to sign and enter into contracts and agreements for the agency.

If there are questions about the application or any of its attachments, please do not hesitate to contact me.

Sincerely,



Julie Ann Avin
President, MACH



**LEXINGTON COUNTY
2007 CDBG PROGRAM
APPLICATION FOR ASSISTANCE**

(Please submit one completed unbound original application for each project)

1. GENERAL INFORMATION

Applicant Name: Midlands Area Consortium for the Homeless

Contact Person Name: Julie Ann Avin

Email: javin@mirci.org*

Title: Chair, MACH Board of Directors

Address: 1917 Harden St

City: Columbia

State/Zip: SC 29204

Phone: (803) 786-1844

Fax: (803) 754-7783*

*Please provide as follow-up information may be sent by email or fax

2. PROJECT INFORMATION

Project Title: 2007 Homeless Count

Complete Project Address:

OR if specific address unknown, provide area to be served: County of Lexington County

Total Project Cost: \$18500

CDBG Funds Requested: \$2500

Project is (check one)

New

Continuation of a current project/program; For Public Services, you must show a measurable increase in services provided. Be sure to complete Narrative Question 6 of this application.

3. USE OF FUNDS – Briefly, using bullet points, detail the specific use of CDBG funds for this project

(This information will be used for project reviews)

- Training for volunteers
- Data collection and dissemination
- Program Administration

(A more complete description of your project should be given in response to Narrative Question 1)

4. SELECT THE ELIGIBLE ACTIVITY YOUR PROJECT WILL MEET See page 8 for definitions.

Acquisition

Clearance/Demolition

Code Enforcement

Economic Development

Housing

Planning

Public Facilities & Improvements

Public Services

Relocation

Other

5. SELECT THE NATIONAL OBJECTIVE YOUR PROJECT WILL MEET

Benefit to low-and-moderate income persons (if you check this, you must choose one below)

Area Benefit

Limited Clientele

Aid in the prevention or elimination of slum or blight (if you checked this, you must choose one below)

Area Basis

Spot Basis

6. DOCUMENTING THE NATIONAL OBJECTIVE

When benefit is to Low / Moderate Income persons, select how you will verify income:

- Income Survey verifying at least 51%, by using
- Participant Survey
 - Survey method meeting HUD requirements
- Serving 100% of clientele that meet one of the following presumed benefit categories
(attach documentation to show program is specific to those meeting the category you chose):
- | | | |
|--|---|--|
| <input type="checkbox"/> Abused Children | <input type="checkbox"/> Illiterate Adults | <input checked="" type="checkbox"/> Homeless Persons |
| <input type="checkbox"/> Battered Spouses | <input type="checkbox"/> Migrant Farm Workers | <input type="checkbox"/> Severely Disabled |
| <input type="checkbox"/> Elderly Persons (62+) | <input type="checkbox"/> Persons with AIDS | |
- Census Tract / Block Group Data (project area has at least 51% low/mod residents) Contact CDBG Program staff to determine if your project will meet this requirement.

For Slum and Blight Projects, select how you will verify:

- Area – substantial number of deteriorated/ing buildings or public improvements in an area. Documentation is attached on the boundaries of the area and the conditions that qualified the area at the time of designation.
- Spot – spot designation and project qualifies for acquisition, clearance, relocation, historic preservation or building rehabilitation (limited to the extent necessary to eliminate a specific condition detrimental to public health and safety).

7. PROJECT ACCOMPLISHMENT/BENEFIT DATA

To measure the project's success provide the information requested below. At project's end, this application info will be compared to the final accomplishment data supplied.

Based on the primary activity, funding source and intent of your project, select the most appropriate response:

The primary purpose of this project is to:

- Create a suitable living environment
- Provide decent housing
- Provide economic opportunity

The primary outcome expected at the end of this project is:

- Improved availability / accessibility (makes basics available to LMI persons)
- Improved affordability (makes an activity more affordable for LMI persons)
- Improved sustainability (using resources in a targeted area to help make that area more viable)

Select who your project will benefit and insert the expected number to benefit:

This may be revised if your project type is not eligible for the beneficiary type.

Public Service Projects –

- People – how many:

All Other Projects –

- | | |
|--|---|
| <input type="checkbox"/> Businesses – how many: | <input type="checkbox"/> Organizations – how many: |
| <input type="checkbox"/> Households – how many: | <input type="checkbox"/> Jobs (minimum amount = 1 per \$35,000 of CDBG) – how many: |
| <input checked="" type="checkbox"/> People – how many: 200 | <input type="checkbox"/> Public Facilities – how many: |
| <input type="checkbox"/> Housing Units – how many: | |

8. HUD STRATEGIC GOALS

(Pick one most applicable to the goal(s) of your project)

- Increase homeownership opportunities
- Promote decent affordable housing
- Strengthen communities
- Ensure equal opportunity in housing
- Embrace high standards of ethics, management and accountability
- Promote participation of faith-based and community-based organizations

9. LEXINGTON COUNTY PRIORITIES

(Pick one of the following priority needs that your service or activity most promotes)

- Ensure adequate and dependable public facilities are available to provide for basic and essential needs and services.
- Ensure adequate and safe infrastructure to meet basic needs of residents.
- Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.
- Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.
- Support and provide assistance to non-profit and for-profit entities that create, increase or retain employment opportunities for LMI residents.
- Provide and/or support adequate, safe and affordable housing.
- Provide mechanisms and forums for collaboration, coordination, and community capacity building.
- Support programs that provide housing and services for homeless populations.

10. PROJECT SOURCE OF FUNDING

FUNDING SOURCE	Amount of Funds	Committed	Pending
Private Foundation	\$ 7,500.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Richland County	\$ 5,000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City of Columbia	\$ 3,000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lexington County	\$ 2,500.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
LIST ANY AND ALL FUNDING FROM LEXINGTON COUNTY (other than CDBG)			
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>

11. PROJECT BUDGET - be DETAILED and SPECIFIC

PROGRAM / PROJECT COSTS	Total Project Cost	CDBG Funds Requested
Purchase Price:	\$	\$
Closing Costs:	\$	\$
Acquisition Costs (attach details):	\$	\$
Professional Fees (Engineering, etc.):	\$	\$
Survey / Appraisal:	\$	\$
Legal:	\$	\$
Material Costs:	\$	\$
Construction Costs:	\$	\$
Demolition:	\$	\$
Clearance:	\$	\$
Environmental Review /Study:	\$	\$
Other: Grant Administration	\$ 1050	\$ 250
PERSONNEL	Total Project Costs	CDBG Funds Requested
Salaries:	\$	\$
Fringe Benefits:	\$	\$
FICA:	\$	\$
Health Insurance:	\$	\$
Worker's Compensation:	\$	\$
Unemployment:	\$	\$
Other: (attach details):	\$	\$
OPERATIONS	Total Project Costs	CDBG Funds Requested
Rent:	\$	\$
Equipment:	\$	\$
Insurance:	\$	\$
Phone/Fax:	\$	\$
Postage:	\$ 700.00	\$ 100.00
Printing:	\$ 9,250.00	\$ 900.00
Supplies/Materials:	\$ 1,500.00	\$ 400.00
Travel and Expenses:	\$ 1,000.00	\$ 350.00
Contract Services:	\$	\$
Other: INCENTIVES - HOMELESS PARTICIPANTS (attach details)	\$ 5,000	500.00
Total	\$ 18,500.00	\$ 2,500.00

12. NARRATIVE QUESTIONS

NOTE: *These questions MUST be answered and submitted as part of your application. You may attach additional sheets as necessary.*

Applications submitted without responses to the narrative questions will be rejected as incomplete.

1. Provide a detailed description and specific timeline of your proposed 2007 project.

The MACH Count is being coordinated by a PhD candidate of the University of South Carolina, Ms. Lindsey Stillman. Ms. Stillman began the process of meeting with providers and count volunteers in early October 2006. Meetings with Lexington County providers and volunteers is pending based on the results of the current Lexington County funding request. The 2007 Homeless Count will be conducted state-wide on January 27, 2007.

2. What will you accomplish with CDBG Funding?

This count, which is required by HUD every two years, will provide information on the incidence of homelessness, current shelter services that are provided and current gaps in shelter services. In addition to helping the Midlands understand more about the issue of homelessness, the information is used by entitlement communities for their Consolidated Plans and the MACH's Continuum of Care application to HUD.

3. If a Public Service project, describe any increase in services, new service to be provided, or expansion of services.

n/a

4. What will happen if CDBG funds are not provided for your project this year?

The count in Lexington County will be greatly compromised and funding for Lexington County residents could be jeopardized through agencies such as: Sistercare, MIRCI, and Growing Home Southeast. It is critical to determine the extent and nature of the homeless population in Lexington County.

5. If your project is a Public Service and is selected for funding, how will you continue to provide services if you are not selected in future years?

n/a

6. Describe the qualifications you have in relation to the proposed project/program administration, including the extent and length of experience you have in developing, managing, and/or administering this or similar projects/programs.

The MACH has directly administered funding from the Knight Foundation, City of Columbia, Richland County, Psaras Foundation, and Lexington County. Additionally, the MACH serves as the HUD Continuum of Care agency for a 14 county region bringing approximately \$1.7 million to agencies in the Midlands to serve the homeless population.

7. Describe and explain any unusual budget expenditures listed in the line item budget.

All expenditures are CDBG eligible.

8. Explain why you consider your program costs to be reasonable.

Based on the 2006 U.S. Department of HUD Continuum of Care Pro Rata need, Lexington County represents approximately 10% of the overall HUD Continuum funding for the MACH's area.

Therefore just slightly more than 10% of the overall count budget is requested from Lexington County. More rural counties such as Lexington pose a greater challenge during homeless counts; therefore, slightly higher than the 10% amount of the overall budget was requested. The budget is conservative and does not reflect the tremendous in-kind contribution of the MACH's Count Coordinator's salary.

13. Required Documentation to be submitted with application (check each or provide explanation)*

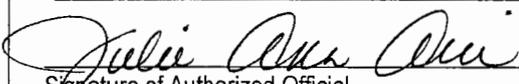
<input type="checkbox"/>	Complete and detailed responses to narrative questions
<input type="checkbox"/>	If a non-profit agency, all documentation listed on Page 8
<input type="checkbox"/>	Benefit documentation (survey results, census data, etc.)
<input type="checkbox"/>	Project schedule/timeline
<input type="checkbox"/>	Building/area information and photographs
<input type="checkbox"/>	Appraisals
<input type="checkbox"/>	Map of project area
<input type="checkbox"/>	Professional certification/analysis of feasibility and/or cost estimate
<input type="checkbox"/>	Letters in support of project/commitment letters

14. Optional Documentation (please specify what, if any, additional documents you are providing)

<input type="checkbox"/>	Other
<input type="checkbox"/>	Other

15. CERTIFICATION

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that no contracts have been awarded, funds committed or construction begun on the proposed project, and that none will be prior to issuance of official authorization to proceed by the Lexington County Community Development Block Grant Program staff.



 Signature of Authorized Official

Name of Authorized Official

Julie Ann Avin

Title

President, MACH Board of Directors

Date

11/2/06

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.

SECTION I

COUNTY OF LEXINGTON

New Program Request

Fiscal Year - 2006-2007

Fund # 2416 Fund Title: 11th Circuit Law Enforcement Network
 Organization # 151200 Organization Title: LE/Operations
 Program # _____ Program Title: 11th Circuit Law Enforcement Network

Object Expenditure Code Classification	Total 2006 - 2007 Requested
Personnel	
510100 Salaries #_	0
510199 Special Overtime	0
511112 FICA Cost	0
511113 State Retirement	0
511114 Police Retirement	0
511120 Insurance Fund Contribution #_2__	0
511130 Workers Compensation	0
511131 S.C. Unemployment	0
* Total Personnel	0
Operating Expenses	
521000 Office Supplies	0
521100 Duplicating	0
521200 Operating Supplies	0
521208 Police Supplies	1,000
522300 Vehicle Repairs & Maintenance	0
524100 Vehicle Insurance #_2__	0
524201 General Tort Liability Insurance	0
524202 Surety Bonds	0
525000 Telephone	0
525020 Pagers and Cell Phones	0
525030 800 MHz Radio Service Charges	0
525031 800 MHz Radio Maintenance Contracts	0
525210 Conference & Meeting Expenses	6,000
525230 Subscriptions, Dues, & Books	0
525400 Gas, Fuel, & Oil	0
525600 Uniforms & Clothing	1,000
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
* Total Operating	8,000
** Total Personnel & Operating	8,000
** Total Capital (From Section II)	12,000
*** Total Budget Appropriation	20,000

SECTION III. – PROGRAM OVERVIEW

The Lexington County Sheriff's Department has been awarded a mini-grant as the Coordinating Agency for the 11th Judicial Circuit Law Enforcement Network. The Law Enforcement Network Traffic Support Team will be allocated 75% of the awarded funds to increase the efficiency and effectiveness of the traffic enforcement units in all Lexington County municipalities. The remaining 25% is mandated to be used by the Coordinating Agency for the same purpose. The grant does not have a match amount.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521208 – POLICE SUPPLIES

\$ 1,000

The Law Enforcement Network Highway Safety grant provides supplies required for the Eleventh Judicial Circuit agencies to use in their performance of traffic enforcement duties. These funds will be used to purchase uniform traffic ticket book holders. These holders will protect the books during operations.

The estimated cost for the ticket book holders is \$14.99 each * 60 holders = \$899.40 + \$25.00 shipping + \$55.47 tax = \$979.87 total estimated cost. The additional \$20.13 will be used to cover any variance in estimated to actual costs.

525210 – CONFERENCE AND MEETING EXPENSES

\$ 6,000

The LEN Highway Safety grant terms and conditions require that the Coordinator and the Assistant Coordinator attend the National Highway Safety Law Enforcement Conference. The grant also requires that meetings are held monthly for the purpose of training for the Eleventh Judicial Circuit Law Enforcement Traffic Teams.

The estimated cost for the Coordinator and Assistant Coordinator to attend the National Highway Safety Law Enforcement Conference is \$2,000.00.

The estimated cost for the monthly meetings is \$4,000.00. The amount charged is based on the number of attendees. Last fiscal years meeting attendance was as high as 130 people.

525600 – UNIFORMS AND CLOTHING

\$ 1,000

Specialized shirts, hats and other uniforms with the LEN emblem must be worn by the traffic officers when working on special tasks required of the Highway Safety Mini- Grant terms and conditions of the grant. These uniforms will be distributed to each of the participating agencies.

50 shirts @ \$18.85 each = \$942.50 + \$56.55 tax = \$999.05 total estimated cost.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

(1) HANDHELD, CORDLESS RADAR UNITS AND ACCESSORIES \$ 1,400

The radar units will be used to measure speed and as a tool convict offenders. As a result, a reduction in the number of speed related collisions. The total estimated cost is \$1,400.00.

(3) LIGHTING SYSTEMS \$ 2,000

These systems will be used to increase visibility during night time traffic operations. The increased visibility will provide a safer environment for the officers conducting the operations and the motoring public. The total estimated cost is \$2,000.00.

(3) SPEED MEASURING DEVICES \$ 8,000

These units serve the same purpose as the radar units; however, these units use a laser which is more precise. The precision measurements will identify the offender more accurately. The total estimated cost is \$8,000.00.

(1) SPEAKER SYSTEM \$ 600

The speaker system will be used to enhance audio during presentations and training on traffic enforcement topics. The total estimated cost is \$600.00.

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

October 23, 2006

Mrs. Katherine Doucett
County Administrator
County of Lexington
212 South Lake Drive
Lexington, SC 29072

Dear Ms. Doucett,

Katherine

For many years, the Lexington County Sheriff's Department has received reimbursement for the successful service of Title IV-D papers (child support) in accordance with the Social Security Act through a contract with the South Carolina Department of Social Services Child Support Enforcement Division. In April of 2006, the contract was amended. In addition to reimbursement for the successful service of Title IV-D papers, this amendment provides reimbursement for investigative hours, travel miles, and meal expenses incurred during service of those papers.

The contract amendment will have a positive effect on the revenue generation for the Title IV-D fund. This revenue has always been accounted for in a special revenue fund, as the South Carolina Code of Laws requires. Over the years, \$51,602 in revenue has accumulated. This revenue has been budgeted in a contingency account. I recently created a Fugitive Task Force Unit whose primary responsibility will be the service of Title IV-D papers and I expect this unit, just like the contract amendment, will benefit revenue collections. An Administrative Budgetary Transfer (ABT) has been submitted requesting \$47,909 of this revenue be transferred to various accounts for the purchase of equipment and services that would increase the efficiency and effectiveness of the Fugitive Task Force Unit, thus, providing needed funding for the support of Lexington County's children.

The use of these funds will not affect this fund balance negatively for several reasons. First, I have decided to eliminate the part time clerk position (POSN 000769) budgeted in this fund. This position was dedicated to the processing of the paperwork associated with the service of Title IV-D papers that will be handled by the Fugitive Task Force Unit. The elimination of this position will save \$25,011 of the appropriations for FY2007. Second, the contract amendment accompanied with the creation of the Fugitive Task Force Unit is estimated to increase the FY2007 revenue by \$23,308 for a total estimated revenue collection of \$47,911 for FY2007. In addition, I have made a decision that future purchases from this fund will be limited to capital items and the continuation of the maintenance and services fees requested in this budgetary amendment. It is anticipated the future annual revenues will equal or exceed the FY2007 estimates.

Attached you will find a copy of the contract amendment, revenue analysis, administrative budgetary transfer form with line items narratives, and a memorandum requesting the elimination of the mentioned position number. As always, I appreciate your consideration of the matters above. If you have any questions or need additional information, please contact my Director of Administration, Colonel Allan Paavel.

Sincerely yours
in effective law enforcement,

James R. Metts, Ed.D
Sheriff

A large, stylized handwritten signature in black ink, appearing to read 'JRM'.



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

Sheriff

James R. Metts, Ed. D.



LEXINGTON COUNTY SHERIFF'S DEPARTMENT

October 23, 2006

Mrs. Katherine Doucett
County Administrator
County of Lexington
212 South Lake Drive
Lexington, SC 29072

Dear Ms. Doucett,

Katherine!

For many years, the Lexington County Sheriff's Department has served Title IV-D papers (child support) in accordance with the Social Security Act through a contract with the South Carolina Department of Social Services Child Support Enforcement Division. In the Title IV-D special revenue fund, a position is allocated to the processing of paperwork associated with the service of Title IV-D papers. The new Fugitive Task Force Unit is responsible for the all paperwork and service of Title IV-D papers; therefore, I am requesting that POSN 000769 be eliminated from the Title IV-D budget.

If you have any questions or need additional information, please contact my Director of Administration, Colonel Allan Paavel.

Sincerely yours
in effective law enforcement,

James R. Metts, Ed.D
Sheriff



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

**Contract Between the Department of Social Services
Child Support Enforcement Division and
Lexington County Sheriff's Office**

Contract Number: C60106C

In consideration of the mutual covenants and promises as hereinafter set forth between the parties hereto, this contract is entered into by and between the Sheriff for the County of Lexington, State of South Carolina, hereinafter referred to as the "Sheriff", and the South Carolina Department of Social Services, Child Support Enforcement Division, hereinafter referred to as "DSS" or "CSED", on the date below indicated as evidence of their mutual cooperation and coordination of their respective Child Support Enforcement efforts, as hereinafter described. This contract describes all respective rights, entitlements and obligations of the parties. This contract constitutes the complete integration of all understandings between the parties hereto. No prior, contemporaneous or future additions, deletions or other amendment to the terms of the present contract shall, by agreement of the parties, have any force or effect whatsoever, unless embodied in the present contract. Nor shall any future codicil novation, renewal, addition, deletion, or other modification hereto have any force or effect, unless embodied in a subsequent amendment or written agreement executed and approved by both parties hereto; except as may be permitted under Article I of this contract.

**ARTICLE I
CONTRACT PERIOD**

The contract shall take effect April 1, 2006, and shall, unless sooner terminated in accordance with Article III hereof, continue in full force and effect through June 30, 2006. The services described herein shall be provided throughout the entire contract period. If any services are provided on or after April 1, 2006, but prior to the execution date of this contract such services shall be retroactively reimbursed for the quarter in which they were executed, in accordance with this contract.

At the end of the term of this contract, DSS shall have the option to extend or renew it upon the terms and conditions as contained herein for a period not to exceed four consecutive one year periods; provided, however, that any rate adjustment(s) for future agreements shall be negotiated and set forth in writing and signed by both parties as indicated herein.

**ARTICLE II
COVENANTS AND CONDITIONS**

DSS and the Sheriff agree to comply with Title IV-D of the Social Security Act (42 U.S.C. §651 et seq.) and the regulations implementing the said act as well as all applicable federal and state laws, ordinances, codes and regulations in actions taken in furtherance of this contract. The parties further agree that any actions or promises made pursuant to this contract may not contravene or exceed the provisions of the said state or federal authority and are to be construed in accordance with the terms of the same.

Service of Civil Process and Bench Warrants: In accordance with Section 43-5-235 of the South Carolina Code of Laws (1976 as Amended), DSS will provide to the Sheriff federal pass-through funding in the form of reimbursement for successful service of Family Court civil process and for successful in-state location and service of Family Court bench warrants in Title IV-D cases.

These federal monies will be paid on a monthly basis, for the benefit of the Sheriff, to the county treasurer or county finance officer. All such funds must be deposited into a separate account which is designated solely for the use of the Sheriff for the service of Family Court civil process and for in-state location and service of Family Court bench warrants in Title IV-D cases. The funds must be designated for the exclusive use of the Sheriff for activities related to service of Family Court civil process and in-state location and service of Family Court bench warrants in Title IV-D cases. The funds may not be used to replace operating funds for, or the budget of, the Sheriff's office. Any use of the funds in a manner inconsistent with the above stated purpose will require termination of this contract by DSS. Use of the funds from the account shall be in accordance with applicable countywide policies and applicable County procurement procedures, if any. No general policies, procurement policies, procedures or operating guidelines of the County; to include any policy, procedure or operating guideline establishing any moratorium period on end of funding cycle processing of procurement request or funding encumbrances; shall in any fashion have the effect of precluding or hindering the Contracting Party's access to the Title IV-D funds held for its exclusive usage in the separate account. Impermissible restriction by the County of the Contracting Party's access to the Title IV-D funds shall be considered just cause for termination of Title IV-D funding to the Contracting Party.

Those funds which are not encumbered or spent by the Contracting Party, in accordance with the terms of this paragraph and this contract generally, shall revert to the general fund of the County at the end of the state fiscal year unless otherwise mutually agreed upon by the Sheriff and the County.

In addition to requirements imposed by state and federal statutory and regulatory authority, as set out above; DSS and the Sheriff further agree to the following additional terms:

1. **Safety Precautions** - DSS and the United States Department of Health and Human Services (DHHS) assume no responsibility and are hereby held harmless with respect to any accidents, illnesses or claims arising out of any work undertaken with the assistance of federal and/or state funds. The office of the Sheriff agrees to take all necessary steps to ensure or protect persons involved in its operations and its staff. The Sheriff agrees to comply with applicable local, state, and federal occupational and safety acts, rules, and regulations.
2. **Bonding** - In accordance with federal regulation 45 CFR 302.19, the Sheriff shall ensure that every person who has access to or control over funds reimbursed under this contract is covered by surety bond against any loss resulting from employee theft, dishonesty or negligence. The Sheriff further agrees to reimburse DSS and/or the federal government for any loss not covered by this bond.
3. **Political Activity** - The Sheriff agrees that no funds, materials, property, or services provided directly or indirectly under this contract shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the terms of the "Hatch Act" (5 U.S.C. §1502).
4. **Restrictions on Lobbying** - In accordance with 31 U.S.C. §1352, the Sheriff agrees that funds received under the terms of this contract may not be expended to pay any person or organization for influencing or attempting to influence an officer or employee of any state or federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the following actions: the making, extension, continuation, renewal, amendment, modification or awarding of any contract, grant, loan or cooperative agreement. The parties mutually recognize and agree that this

restriction shall be is applicable to all subcontractors who may be compensated by funds paid through DSS to the Sheriff.

5. **Subcontracts and Non-Assignability** - The Sheriff agrees that none of the work or services contemplated under the provisions of this contract shall be subcontracted, transferred, or assigned without the prior written approval of DSS. Any work or services subcontracted, transferred, or assigned hereunder with the permission of DSS shall be specifically described and incorporated in separate written contract which shall, in all material aspects conform to the provisions, covenants and promises of the present contract and exhibits hereto. Through any subcontracting, transferring or assignment of any work or services under this contract, the Sheriff agrees to be ultimately liable for the full performance of all responsibilities, under the terms of this contract, which may be subcontracted, transferred or assigned.

6. **Safeguarding and Confidentiality of Information** - DSS agrees to provide, under the terms of this contract, certain confidential information to assist the office of the Sheriff in accordance with 45 CFR §303.3. The Sheriff agrees that the use or disclosure of such information is limited to purposes directly connected with its duties as stated in the present contract and that the information shall not be disclosed to any party for purposes not related to such efforts; or otherwise in violation of state or federal confidentiality requirements as set out at South Carolina Code of Laws, section 43-5-610(C) or 42 U.S.C. §654 (26).

7. **Suspension and Debarment**- The contractor/provider certifies by its representative's signature to this contract/agreement that neither the contractor/provider nor any of its principles are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. The contractor/provider agrees to and shall inform SCDSS immediately if at any point it is suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If at any point the SCDSS and/or the State of South Carolina determines that the contractor/provider knowingly or in bad faith rendered an erroneous certification and/or that either the contractor/provider or any of its principles are suspended or debarred, then, in addition to other remedies available to the SCDSS, the SCDSS may terminate this contract immediately and, upon such termination, the contractor/provider agrees to and shall, within thirty (30) days, return to the SCDSS all funds paid to it under this contract with a 2% penalty.

“Principles,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity(e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

ARTICLE III PROCEDURES FOR PAYMENT

1. **Compensation and Method of Payment for Services**

Federal Financial Participation (FFP)-

a) Service of Family Court Civil Process: For the successful service of each item of Family Court civil process in Title IV-D cases, the Sheriff's office shall be reimbursed

the prevailing federal match rate, which is currently 66%, of the fee for service of process set out at South Carolina Code of Laws section 23-19-10, which is currently twenty-five dollars (\$25.00) for proper service, of which, based on the prevailing FFP rate, sixteen dollars and fifty cents (\$16.50) shall be reimbursable.

b) Service of Family Court Bench Warrants: For the successful service of Family Court bench warrants in Title IV-D cases, the Sheriff's office shall be reimbursed the prevailing federal match rate, which is currently 66%, of its documented reimbursable costs and expenses, as specified in Attachment A to this agreement, related to its efforts to locate, serve, transport and secure the appearance of Title IV-D child support obligors who are subject to outstanding bench warrants, before the Family Court.

The Sheriff's office must request reimbursement on DSS Form 1164, *Purchase of Service Reimbursement Request*. The completed DSS Form 1164 must be forwarded to:

**South Carolina Department of Social Services
Fiscal Grants Management
Treasurer Division
Post Office Box 1520
Columbia, South Carolina 29202-1520**

Checks for the reimbursement of service of civil process and reimbursable costs and for costs and expenses for the service of bench warrants shall be written to the county treasurer or finance officer, as appropriate, and must be deposited, in accordance with SC Code Section 43-5-235, in a separate individual account for the exclusive use of the Sheriff.

Records for requests for reimbursement shall be maintained by the Sheriff's office for three years.

Thus having passed through FFP funds to the Sheriff's office, CSED will not be held liable for expenses incurred by the Sheriff's office in the pursuit of the terms of this contract; to include, but not be limited to, expenses incurred in the processing of request for reimbursement.

2. **Termination** - DSS and the Sheriff mutually agree that this contract is contingent upon the availability of federal and state local monies to support the underlying objectives of the contract. In the event that such funds should not be available at the inception date of this contract, then DSS and the Sheriff mutually agree that the present contract shall be void *ab initio* and of no binding effect on either party. The parties further agree that should funds become unavailable during the course of this contract then this contract shall be terminated for cause and that neither party shall have any additional claim or other recourse for the unavailable funds. The determination as to whether adequate funding exists for the purposes of funding the present contract shall be within the sole discretion of DSS.

Notice of either party of an intent to withdraw from the present contract shall be made in writing to the other party no later than sixty (60) days prior to the date of termination as set forth in this agreement. The parties mutually agree that effective date of notice of termination shall be the last day of the calendar month. All service of process

reimbursement earned and payable up to the date of termination for which the Sheriff is eligible under the terms of this contract shall be paid without prejudice to the Sheriff.

3. **Audits** - At any time during normal business hours and as often as DSS, the Office of the State Auditor, the Office of the Attorney General, the United States General Accounting Office (GAO), the United States Department of Health and Human Services (DHHS), or other appropriate federal or state agency may deem necessary, the Sheriff shall immediately make available for examination all records of the Sheriff with respect to matters covered by this contract. The Sheriff shall permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contract and conduct private interviews with Sheriff's office and employees, and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of contract termination/expiration, this Article and the terms hereunder shall continue to apply until the action is completed and the issues are resolved.

The county shall provide to the DSS Office of Audit Services (OAS) a copy of any annual audit necessitated by the \$300,000 threshold specified in Office of Management and Budget (OMB) Circular A-133. It is expressly understood and agreed, however, that DSS is exempt from the A - 102 Common Rule "*Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments*" by virtue of the present contract being an "open ended entitlement program".

Should audit results indicate deficiencies requiring corrective action for the Sheriff's operations, under this contract, the Sheriff shall submit a corrective action plan to correct the identified deficiencies indicating the actions to be taken, dates of anticipated completion, and contact person responsible for correction of the noted deficiencies. In the alternative, the Sheriff shall submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final report/management letter. Corrective action by the Sheriff must be initiated within six months of the receipt of the audit report. Technical assistance shall, upon the request of the Sheriff, be provided by DSS .

In the event of a Notice of Exception and Disallowance pursuant to an audit or inspection, DSS shall provide the Sheriff with a written notice setting forth the adjustment for each exception. Such notice shall state the total sum disallowed and that payment is due to DSS in the full amount within thirty (30) days after receipt of notice. Notice will be sent to the Sheriff by certified mail. Audits exceptions or disallowances shall be deemed final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment shall be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

In the event of disagreement with audit or inspection findings the Sheriff shall have the right to seek administrative review or judicial appeal in accordance with the procedures set forth under South Carolina or federal law or regulation.

ARTICLE IV
OBLIGATIONS OF DSS

The Child Support Enforcement Division (CSED) will be considered that entity of DSS empowered to meet the responsibilities set forth in this Article. CSED is also designated as the unit to interact with the Sheriff in meeting the responsibilities set forth in Article V. CSED is responsible for ensuring that all aspects of managing the Title IV-D caseload are accomplished in accordance and compliance with applicable federal and state laws and regulations.

CSED is responsible for providing the Sheriff's office current information on custodial and non-custodial parents involved in Title IV-D child support cases to facilitate successful service of civil process and bench warrants. All such documents will be identified by an imprinted "IV-D" stamped in red on the cover sheet. CSED will also be responsible for ensuring that Title IV-D documents to be served by the Sheriff's office are provided to the Sheriff's office so as to allow for compliance with the South Carolina Rule of Civil Procedure.

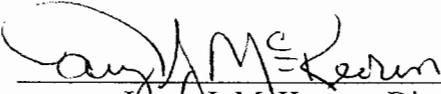
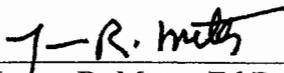
ARTICLE V
OBLIGATIONS OF THE SHERIFF

Under this contract, the Sheriff shall be considered that entity empowered to meet the responsibilities set forth in this Article. The Sheriff is responsible for ensuring that all aspects of conducting service of civil process and bench warrants in Title IV-D cases are accomplished in accordance and compliance with applicable federal and state laws and regulations and the South Carolina Rules of Civil Procedure. With respect to the activities specified for performance by the Sheriff under this contract, and for which reimbursement shall be sought, the following documentation shall be required:

a) Service of Family Court Civil Process: Each process server must complete an affidavit of service or non-service for each Title IV-D document submitted to the Sheriff for service. The affidavit of service must indicate the person served and date service was effected, at a minimum. The affidavit of non-service must include dates of attempted service and any information concerning the current location of the person to be served. These affidavits must be filed in every case with the Clerk of Court as soon as possible upon proper service but no later than the end of the business day immediately preceding the scheduled hearing date.

b) Service of Family Court Bench Warrants: The fugitive agent, or other officer of the Sheriff's office, effecting service of a Title IV-D bench warrant, apprehension and transport of a child support obligor for appearance before the Family Court, must submit a completed and signed Request for Reimbursement, supported by required documentation of costs and expenses, as set out in Attachment A hereto. All expenses and costs associated with the service of the bench warrant, and apprehension and transportation of the obligor may be documented on one request for reimbursement form, although the Sheriff is seeking reimbursement for the services of more than one agent or officer related to a single bench warrant. Necessary and incidental expenses and costs incurred by the Sheriff's office in its efforts to locate and make arrangement for the service and apprehension of an obligor wanted on a Title IV-D bench warrant, as specified in Attachment A hereto, shall be reimbursable under the terms of this contract.

In witness thereof, DSS and the Sheriff of the County of Lexington do hereby agree to the terms and conditions specified herein this 27th day of April, 2006.

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES Child Support Enforcement Division	SHERIFF, COUNTY OF LEXINGTON
by:  _____ Larry J. McKeown, Director Child Support Enforcement Division	by:  _____ James R. Metts, Ed.D. Sheriff, County of Lexington
Date: <u>4/27/</u> _____, 2006	Date: <u>5/3/06</u> _____, 2006

ATTACHMENT A

1. Reimbursable costs and expenses:

The following costs and expenses shall be reimbursable to the Sheriff at the currently prevailing Title IV-D Federal Financial Participation (FFP) match rate of 66% for service of Title IV-D bench warrants and apprehension and transport of child support obligors from locations within the State of South Carolina for appearance before the Family Court issuing the bench warrant.

Personnel costs (per fugitive agent or deputy):

\$19.85 per hour reimbursed at 66% = **\$13.10 per hour**

Vehicle mileage reimbursement (per service, apprehension and transport):

\$0.445 per mile reimbursed at 66% = **\$0.29 per mile**

Meal reimbursement (per fugitive agent or deputy):

\$30.00 maximum per day reimbursed at 66% = **\$19.80 maximum per day**

2. Documentation and submission of reimbursable costs and expenses:

All permissible items of expense and cost incurred shall be documented and submitted for each individual case in which the Sheriff provides service, apprehension and transport in cases involving Title IV-D bench warrants on the Sheriff's completed DSS Form 1164, *Purchase of Service Reimbursement Request*, and submitted as specified in Article III 1.b.) of this agreement (PROCEDURES FOR PAYMENT).

Revenue Estimates for Title IV D
Fund 2411
As of October 16, 2006

Actual Revenue Collections for July 2005 through August 2006

	Reimbursement Amount for Papers Served	Reimbursement Amount for Investigation Expenses	Total Reimbursement Amount
Jul-05	\$ 2,293.50	\$ -	\$ 2,293.50
Aug-05	\$ 2,986.50	\$ -	\$ 2,986.50
Sep-05	\$ 1,732.50	\$ -	\$ 1,732.50
Oct-05	\$ 2,458.50	\$ -	\$ 2,458.50
Nov-05	\$ 1,848.00	\$ -	\$ 1,848.00
Dec-05	\$ 742.50	\$ -	\$ 742.50
Jan-06	\$ 2,541.00	\$ -	\$ 2,541.00
Feb-06	\$ 2,062.50	\$ -	\$ 2,062.50
Mar-06	\$ 2,854.50	\$ -	\$ 2,854.50
Apr-06	\$ 1,683.00	\$ 1,097.96	\$ 2,780.96
May-06	\$ 1,336.50	\$ 940.28	\$ 2,276.78
Jun-06	\$ 3,679.50	\$ 1,867.07	\$ 5,546.57
Jul-06	\$ 3,465.00	\$ 1,361.31	\$ 4,826.31
Aug-06	\$ 3,019.50	\$ 2,057.62	\$ 5,077.12
Total Revenue Collections	\$ 32,703.00	\$ 7,324.24	\$ 40,027.24

Revenue Averages for a Month	\$ 2,335.93	\$ 1,464.85
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Revenue Estimates for FY07

Jul-06	\$ 3,465.00	\$ 1,361.31	\$ 4,826.31
Aug-06	\$ 3,019.50	\$ 2,057.62	\$ 5,077.12
Sep-06	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Oct-06	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Nov-06	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Dec-06	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Jan-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Feb-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Mar-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Apr-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
May-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Jun-07	\$ 2,335.93	\$ 1,464.85	\$ 3,800.78
Total Estimated Revenue for FY07	\$ 29,843.80	\$ 18,067.43	\$ 47,911.23

NARRATIVE JUSTIFICATION FOR BUDGETARY REVISION REQUEST
TITLE IV-D PROCESS SERVER – SEPTEMBER 12, 2006
2411-151200

529903 – Contingency **(\$47,909)**

This account was established as a contingency to fund needed items at a later date. A decision has been made to use these funds to purchase several items and services needed by the Fugitive Task Force. The equipment and services purchased will aid in the efficiency and effectiveness of Title IV-D case enforcement.

520246 – NCIC Access Fee **\$110**

NCIC access is crucial to the investigation process for any type case. NCIC access gives needed information about the suspect's criminal background.

Estimated cost breakdown: one time monthly access fee for one user is \$50 + the monthly use fee for one user is \$6 * 1 user * 10 months = Total cost of \$110 for this fiscal year.

525020 – Pager & Cell Phone **\$7,290**

Nextel phone service is a vital tool for the investigator's communication. The Fugitive Task Force spends the vast majority of their time in the field; therefore, a cell phone is a necessity. Many of these investigations involve the receiving and making of long distance and local cell calls; therefore, a cell plan with free and unlimited nationwide and incoming call coverage has been chosen. In addition, air card service is needed for four (4) of the investigators. The air card service will give the investigators access to LCSD's records management system and other databases that contain information needed for the investigation.

Estimated cost breakdown: estimated monthly cell phone service \$110 * 5 phones * 9 months = estimated cost for cell phone service of \$4,950 plus monthly air card service \$65 * 4 cards * 9 months = \$2,340 estimated cost for air card service. The estimated total cost for cell and air card service is \$7,290.

Please note that the estimated cost breakdown includes estimated sales tax and universal fees.

540000 – Small Tools & Minor Equipment **\$765**

Nextel phones are a necessity for the investigator's communication. In addition, a vehicle laptop mount is needed for the existing vehicle that will receive one of the two laptops.

Estimated cost breakdown: estimated cell phone cost \$53 * 5 phones = estimated cost for cell phones of \$265 + estimated cost of vehicle laptop mount is \$500.00. The total cost for the cell phones and the laptop mount is \$765.00.

Please note that the estimated cost breakdown includes estimated sales tax and freight charges are not applicable.

5A7NEW – (1) Unmarked Vehicle w/ Equipment and Installation **\$33,740**

A large utility vehicle is needed for extradition of suspects.

Estimated cost breakdown: estimated vehicle cost \$30,000 + estimated emergency equipment cost \$2,500 + estimated vehicle laptop mount cost \$500 + estimated cost of inmate insert is \$500 + equipment installation cost of \$240.

Please note that the estimated cost breakdown includes estimated sales tax and freight charges where applicable.

5A7NEW – (2) Laptop Computers and Accessories **\$3,853**

Laptop computers are needed for the investigators to collect and report information in the field. LCSD has sufficient user licenses for the office and antivirus software.

Estimated cost breakdown: estimated laptop cost \$1,926.30 * 2 laptops = total estimated cost of the laptops is \$3,852.60.

Please note that the estimated cost breakdown includes estimated sales tax and freight charges are not applicable.

5A7NEW – (1) Desktop Computer **\$1,104**

A desktop computer is needed for the office. This computer, like the laptop computers, will be used to collect and report investigative information. In addition, the computer will be used to access and enter NCIC information. LCSD has sufficient user licenses for the office and antivirus software.

Estimated cost breakdown: total estimated desktop cost is \$1,103.45.

Please note that the estimated cost breakdown includes estimated sales tax and freight charges are not applicable.

5A7NEW – (1) Network Printer **\$1,047**

A network printer is needed to print all the reports and case file information compiled by the investigators. This printer is NCIC compliant for printing of NCIC inquiries.

Estimated cost breakdown: total estimated printer cost is \$1,046.22.

Please note that the estimated cost breakdown includes estimated sales tax and freight charges are not applicable.

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.



County of Lexington
Department of Public Safety

EMERGENCY MEDICAL SERVICES DIVISION



October 16, 2006

MEMORANDUM

**To: Katherine Doucett
County Administrator**

**From: Chief T. Brian Hood
EMS Director**

Re: EMS Staffing and Training Issue

The EMS Division of Public Safety has made tremendous strides in recruiting and retaining personnel over the past two years. The Division was almost forty personnel short of being fully staffed in February 2005. We were forced to utilize the private ambulance services of three separate companies to maintain acceptable response times to emergency calls. We currently have 12 vacancies, all of which are at the paramedic and senior paramedic level, and have decreased our reliance on the private sector ambulance services to one company.

Trained paramedics are the most difficult employees to attract. The difficulty lies in the significant costs of tuition and books, as well as the length of the paramedic training program. We have been most successful when identifying motivated basic level EMT's and providing them an opportunity to gain the necessary experience, and then sending them to paramedic school through our loan agreement process.

We currently have eight EMT's who are scheduled to complete the paramedic program in November. In anticipation of their pending completion, I have started to hire basic level EMT's into the vacant paramedic position slots. As the graduating EMT's are promoted into the paramedic slots, the "extra" basic level EMT's are moved into the now-vacant EMT slots. This plan should help the Division continue working toward a full roster.

EMS agencies across the state are implementing plans to recruit and retain staff members. We will continue to lose personnel each year through attrition. The loss of trained personnel, combined with the length of the training program will cause our Division to have a perpetual shortage. It has taken sending twenty basic level EMT's to paramedic school over the last 24 months to enjoy our current staffing levels. If all our paramedic students are successful, we will have two paramedic level vacancies.

I anticipate losing two or three paramedics through attrition during the next paramedic course. Those three, in addition to the two expected vacancies going into the next paramedic course will potentially create five vacancies.

Sending more than five basic level EMT's to school will not have a negative budget impact during this fiscal year, however, sending more than five will most probably have a negative impact during the next budget year. I am requesting to send up to ten students to paramedic school during this fiscal year, and convert up to five basic level EMT positions to Paramedic if the need should arise during the next budget year. This will not increase the Division's total staffing level; however, this approval will simply change up to five existing EMT's to paramedic positions. Having an additional five paramedics will allow for the division to have an increased ability to handle attrition while maintaining acceptable staffing levels.

Additionally, an increase in available paramedics will also allow the Division to become more discretionary in the overall numbers, quality, and experience level of basic level EMT we send to future paramedic schools.

There are fifteen senior paramedic positions currently allocated to our Division. This number was a carryover from the 24 hour on/48 hour off shift schedule, allowing for five senior paramedics per shift. As our Division has migrated to four 12 hour shifts, the number of senior paramedics on each shift is unbalanced. The regional supervisory duties performed by the senior paramedics can be accomplished with fourteen positions. This allows for four senior paramedics on each of the day shifts and three on each of the night shifts.

I am requesting the fifteenth senior paramedic position to be changed from a twelve hour rotating shift position to a forty hour position. This change will allow for the abilities of this position to be fully realized. This will allow for the senior paramedic to be better able to work with employees of all skill levels from any shift that are in need of one on one remedial training. This change would not completely remove the senior paramedic from the field; however, it would allow for this fifteenth position to be more productive and our division to be more successful.

I believe these requests will allow our division to realize our goal of becoming fully staffed, while utilizing our personnel in the best possible way to serve the citizens of Lexington County. Please feel free to contact me if you have any questions or if I can be of any additional assistance.

Thanks.

cc: Larry Porth, Assistant County Administrator, Finance Director
Bruce Rucker, Public Safety Director

att: Draft New Program Budget

SECTION I

COUNTY OF LEXINGTON

New Program Request

Fiscal Year - 2007-2008

Fund # 1000	Fund Title: <u>General</u>	
Organization # 131400	Organization Title: <u>Emergency Medical Services</u>	
Program # _____	Program Title: <u>Position Conversions</u>	
Object Expenditure Code Classification		Total 2006 - 2007 Requested
<hr/>		
Personnel		
510100 Salaries # _____		20,000
510300 Part Time # _____		
511112 FICA Cost		
511113 State Retirement		
511114 Police Retirement		
511120 Insurance Fund Contribution # _____		
511130 Workers Compensation		
511131 S.C. Unemployment		
* Total Personnel		20,000
<hr/>		
Operating Expenses		
520100 Contracted maintenance		
520200 Contracted Services		
520300 Professional Services		
520400 Advertising		
521000 Office Supplies		
521100 Duplicating		
521200 Operating Supplies		
522100 Equipment Repairs & Maintenance		
522200 Small Equipment Repairs & Maint.		
522300 Vehicle Repairs & Maintenance		
523000 Land Rental		
524000 Building Insurance		
524100 Vehicle Insurance # _____		
524101 Comprehensive Insurance # _____		
524201 General Tort Liability Insurance		
524202 Surety Bonds		
525000 Telephone		
525100 Postage		
525210 Conference & Meeting Expenses		
525220 Employee Training		
525230 Subscriptions, Dues, & Books		
525 _____ Utilities - _____		
525400 Gas, Fuel, & Oil		
525600 Uniforms & Clothing		
526500 Licenses & Permits		
<hr/>		
* Total Operating		0
** Total Personnel & Operating		20,000
** Total Capital (From Section II)		\$0
*** Total Budget Appropriation		\$20,000

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.

MEMORANDUM

DATE: 11/06/06

TO: Katherine Doucett, County Administrator

CC: John Fecht, Director of Public Works

FROM: Sheri Armstrong, Stormwater Manager

RE: Access Options for the proposed Estates of Persimmon Hill Subdivision

Based on prior concerns of allowing access from a proposed subdivision to connect and divert traffic through an existing subdivision, the Stormwater department is requesting the referenced project be presented before the Public Works Committee to seek their recommendation.

The design engineers, American Engineering Consultants, met with the County's Stormwater and Zoning Departments to discuss access options for the proposed Estates of Persimmon Hill subdivision to determine the most likely scenario that will meet all current regulations. The proposed development consists of 265 lots on approximately fifty-nine (59) acres. The following three options have been provided:

Option 1 - Allow for three access points. One access point will be through an existing lot with an existing house (which will be moved) and connect into Garden Pond Subdivision. The second access point will connect to a stub out road that is in Wrenwood Subdivision and the third access would be to Benjamin Drive, a County maintained paved road. This option would put the traffic from approximately sixty (60) lots through each of the existing subdivisions. The remaining 145 lots would use Benjamin Road. This design meets both the zoning and engineering design layout.

Option 2 - Eliminate the access into Garden Pond. One access would be to the existing stub out in Wrenwood. This would generate the additional traffic from the 120 lots through Condor Route in Wrenwood to Frank Street out to Old Barnwell Road. The second access would be the same as Option 1, with 145 lots using Benjamin Road.

Option 3 - Eliminate all access into existing subdivisions and require that the development use Benjamin Road as a single access for 265 lots. Generally, subdivisions greater than 200 lots are required to have two access points for emergency situations. This would also require the developer to obtain additional right-of-way from existing residents on Benjamin Road to redesign and build the road as a collector road.

Representatives for American Engineering will be present at the Public Works Committee to address any questions you may have concerning the request.

Estates of Persimmon Hill

**Proposed Subdivision
In Lexington County**

**Prepared For:
Lexington County Council**

**JOB NO.: 06-037
November, 2006**

**AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th STREET - P.O. BOX 2299
CAYCE, SOUTH CAROLINA 29171-2299
Phone: (803)-791-1400 Fax: (803)-791-8110**

Estates of Persimmon Hill Persimmon Development

The Estates of Persimmon Hill is an approximate 265 lot proposed single family residential development located west of the intersection of Shireway Road and Old Barnwell Road in Lexington County. The subdivision will be located between the two existing subdivisions of Wrenwood Subdivision and Garden Pond Subdivision.

Access to the site will be primarily achieved through an entrance from Old Barnwell Road via Benjamin Drive. Benjamin Drive is an existing paved road with approximately 27 foot of valley gutter. Condor Route is an existing roadway that is stubbed out from Wrenwood Subdivision that provides access to Old Barnwell Road through Frank Street. The owner is pursuing the option of purchasing a lot in Garden Pond Subdivision on Pin Oak Drive to provide another access to the site.

Benjamin Drive is classified as a local road that will allow the development to have a density of 8 lots per acre. Condor Route and Pin Oak Drive are both classified as RL4 and will allow for a density of 4 lots per acre. By connecting these roads together, zoning regulations will require the use of the lesser density. This is the reason that Option 1 does not have the roads interconnected. Option 2 and Option 3 both have interconnecting roads that will be required to have the lesser density. This lesser density would prohibit the development of approximately 30 lots for a total lot count of approximately 235.

We have provided three (3) options for the development of this subdivision. The first option has three (3) access points as previously discussed. The second option has only two (2) access points that eliminates the purchasing of a lot in Garden Pond for roadway access. The third option only allows for a single access to the site through Benjamin Drive.

We have met with zoning and subdivision review personnel of Lexington County and were recommended to bring this subdivision to Council based on the recent concerns of connecting to existing subdivisions. We are requesting a review of this subdivision to provide guidance on how to proceed with the development of this project. Council's decision will prescribe the overall layout of the project and allow the developers to proceed with the development of engineering drawings.

The overall goal of the developers is to provide a subdivision that can be integrated between these two existing subdivisions and potentially increasing the property value of the existing residents. We have included a narrative for each of the three options, pictures of a typical home for the proposed subdivision, a sketch of each of the options, the boundary drawing for the subdivision, a site location map, a USGS Map, an aerial map showing the existing subdivisions and the proposed subdivision area, and pictures of the connecting roadways.

We appreciate the opportunity to provide the Lexington County Council with these options and look forward to your review and comments.

Option 1

Option one separates the subdivision into 2 separate subdivisions. This was done to meet the County Criteria of serving no more than 200 lots on a single access, as well as meet the density required by the road classification. By connecting the two roadway systems, Benjamin Drive would be required to be widened to 36 foot, and thus requiring additional right-of-way acquisition. The connecting roads into Wrenwood and Garden Pond would only add approximately 60 lots into each subdivision. Keeping the two sections separated will not change the requirements on either of the two connecting roadway infrastructure, and each road should be able to safely convey the traffic from the additional lots. A major advantage of this option is that the traffic is divided into three outlets onto Old Barnwell Road, and not directed to a single outlet. A disadvantage is that the traffic is added to the existing subdivision. The developers are cognizant of this fact and are willing to make every effort to appease the property owners, and or meet any covenants of the existing subdivisions.

Option 2

Option two eliminates the entrance into Garden Pond. The two roadways were not connected to allow for the layout to meet the zoning density requirements. The major advantage to this option is that it does eliminate the entrance into Garden Pond. A disadvantage to this option is that it maximizes the traffic entering the subdivision through Wrenwood and potentially overloads the existing roadway infrastructure. If the additional traffic exceeds the 200 lot maximum with the Wrenwood traffic, Frank Street would need to be widened to allow for the additional vehicles.

Option 3

Option three eliminates the entrance into Garden Pond and the entrance into Wrenwood Subdivision. This option forces all of the traffic to access through Benjamin Drive and also requires that Benjamin Drive be widened to accommodate more than 200 lots. This is a major disadvantage since the road is existing and would require additional right-of-way. The existing right-of way would need to be widened to a minimum of 66 feet to accommodate the roadway widening. Another disadvantage of this option is that there is only one outlet from the subdivision. An advantage of this option is that the width of the roadway would allow enough room for emergency vehicles to access the site.

In summary, Options 1 meets all of the zoning criteria and the Lexington County Design Guidelines. From an access standpoint, it would be better to have multiple accesses and interconnect the two subdivisions. Since this cannot occur without eliminating approximately 30 lots, we are requesting that the Lexington County Council consider allowing us to develop the subdivision based on Option 1. We would also consider interconnecting the two layouts to allow better traffic flows if the zoning density requirements are waived.

Thank you for your time and consideration with this matter, and we look forward to your insight on this proposal.



Type of house proposed for the Estates of Persimmon Hill.

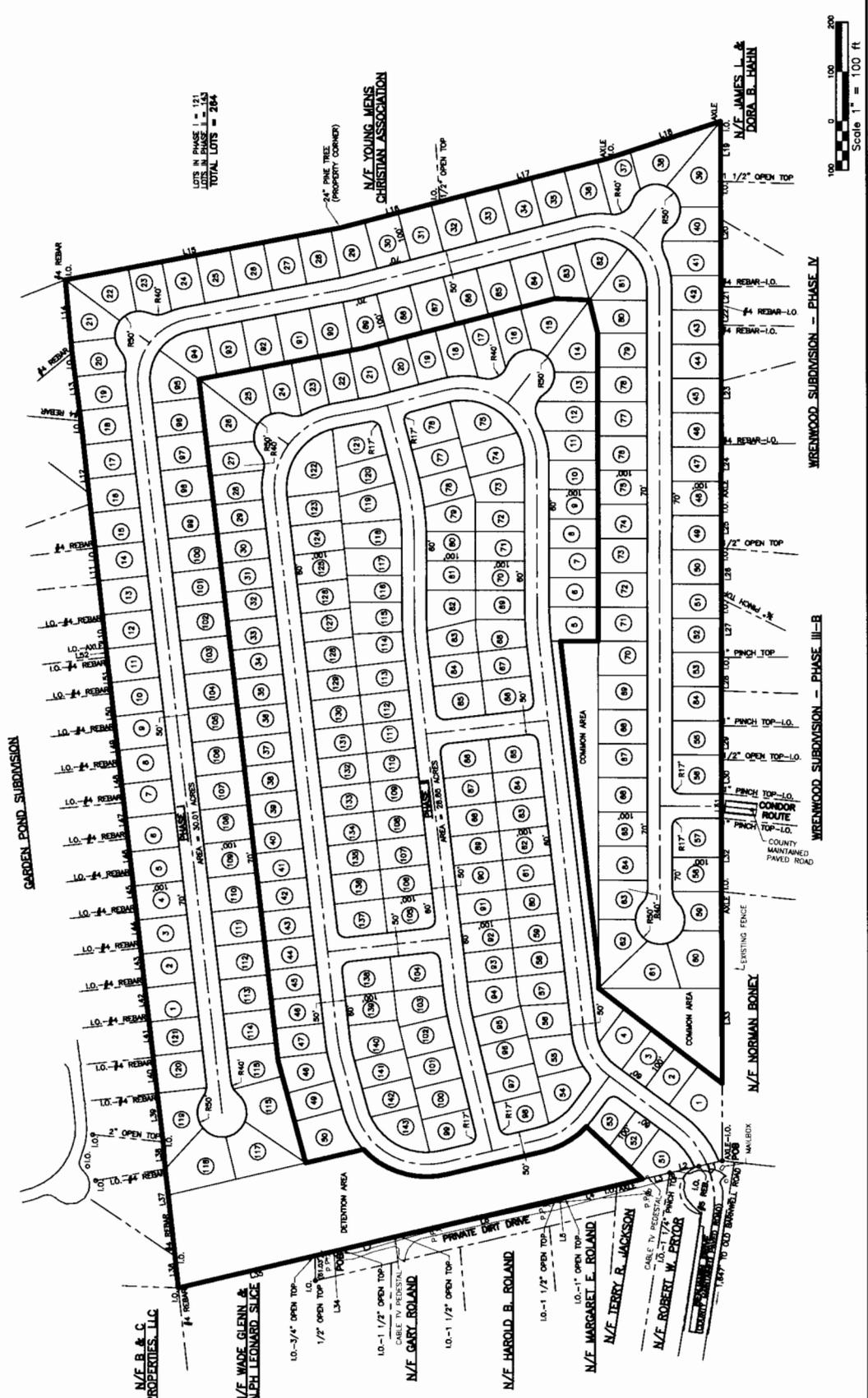


Type of house proposed for the Estates of Persimmon Hill.



Type of house proposed for the Estates of Persimmon Hill.

OPTION 2



NUMBER	DIRECTION	DISTANCE
L1	S 89°04'51\"/>	

REVISION

NO.	DATE	BY	REVISION

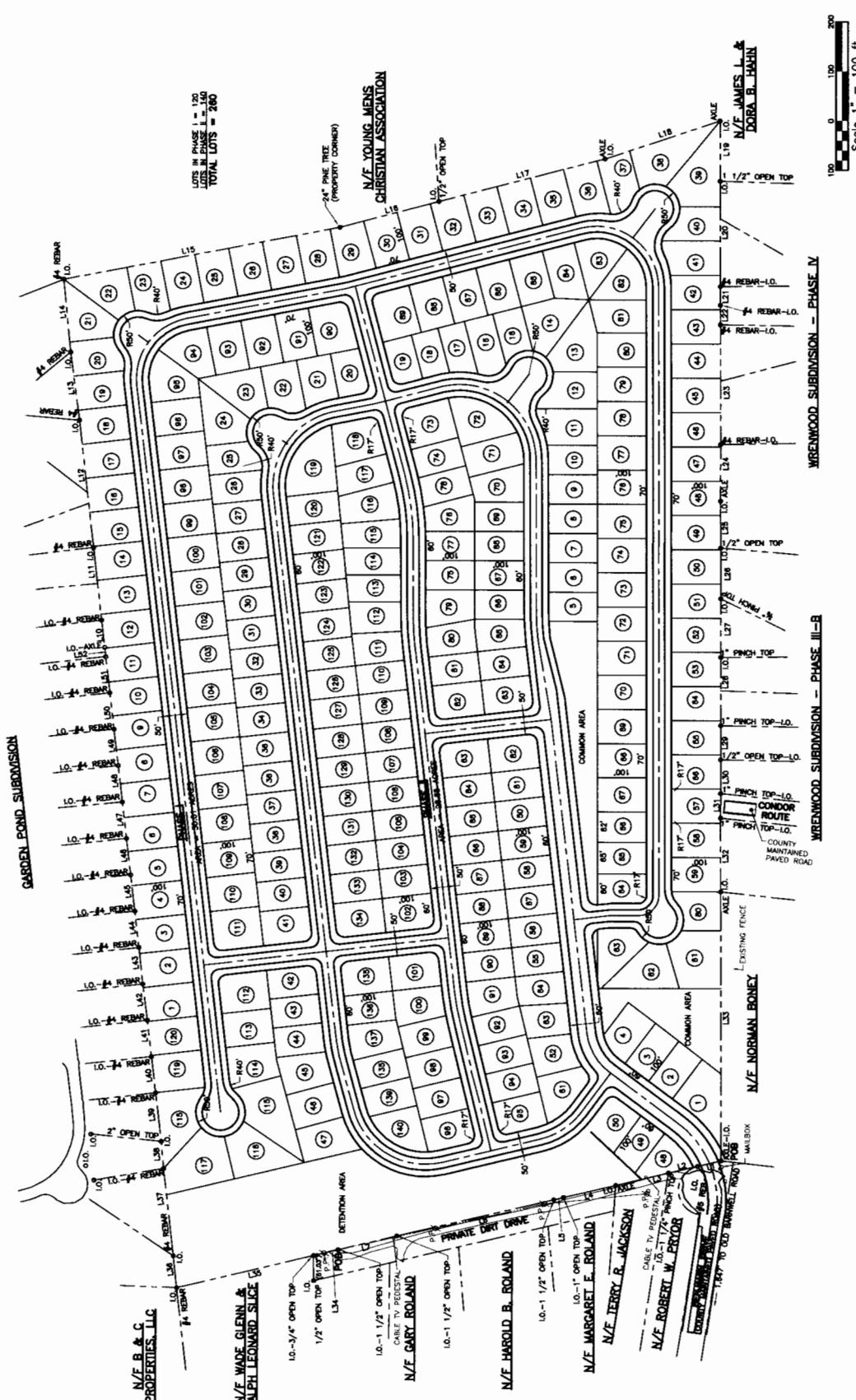
AMERICAN ENGINEERING CONSULTANTS, INC.
 1300 17th Street, P.O. Box 2289, Cayce, SC 29111
 Phone: (803) 791-1400 • Fax: (803) 791-8110
 Internet: www.aec-sc.com • Email: info@aec-sc.com

ESTATES OF PERSIMMON HILL
 Lexington County, South Carolina

Sketch Plan
 PREPARED FOR
Estates of Persimmon Hill
 Lexington County, South Carolina

Sketch Plan

OPTION 3



NUMBER	DIRECTION	DISTANCE
L1	S 80°04'51" W	48.11'
L2	S 80°04'51" W	111.31'
L3	S 80°04'51" W	108.29'
L4	S 80°04'51" W	20.87'
L5	S 80°04'51" W	152.86'
L6	S 80°04'51" W	152.86'
L7	S 80°04'51" W	152.86'
L8	S 80°04'51" W	152.86'
L9	S 80°04'51" W	152.86'
L10	S 80°04'51" W	152.86'
L11	S 80°04'51" W	152.86'
L12	S 80°04'51" W	152.86'
L13	S 80°04'51" W	152.86'
L14	S 80°04'51" W	152.86'
L15	S 80°04'51" W	152.86'
L16	S 80°04'51" W	152.86'
L17	S 80°04'51" W	152.86'
L18	S 80°04'51" W	152.86'
L19	S 80°04'51" W	152.86'
L20	S 80°04'51" W	152.86'
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L29	S 80°04'51" W	152.86'
L30	S 80°04'51" W	152.86'
L31	S 80°04'51" W	152.86'
L32	S 80°04'51" W	152.86'
L33	S 80°04'51" W	152.86'
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L40	S 80°04'51" W	152.86'
L41	S 80°04'51" W	152.86'
L42	S 80°04'51" W	152.86'
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L45	S 80°04'51" W	152.86'
L46	S 80°04'51" W	152.86'
L47	S 80°04'51" W	152.86'
L48	S 80°04'51" W	152.86'
L49	S 80°04'51" W	152.86'
L50	S 80°04'51" W	152.86'
L51	S 80°04'51" W	152.86'
L52	S 80°04'51" W	152.86'
L53	S 80°04'51" W	152.86'

Scale 1" = 100 ft

Sketch Plan
PREPARED FOR
Estates of Persimmon Hill
Leanington County, South Carolina

DATE: _____ TIME: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____

AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th Street, P.O. Box 2299, Cayce, SC 29711
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com

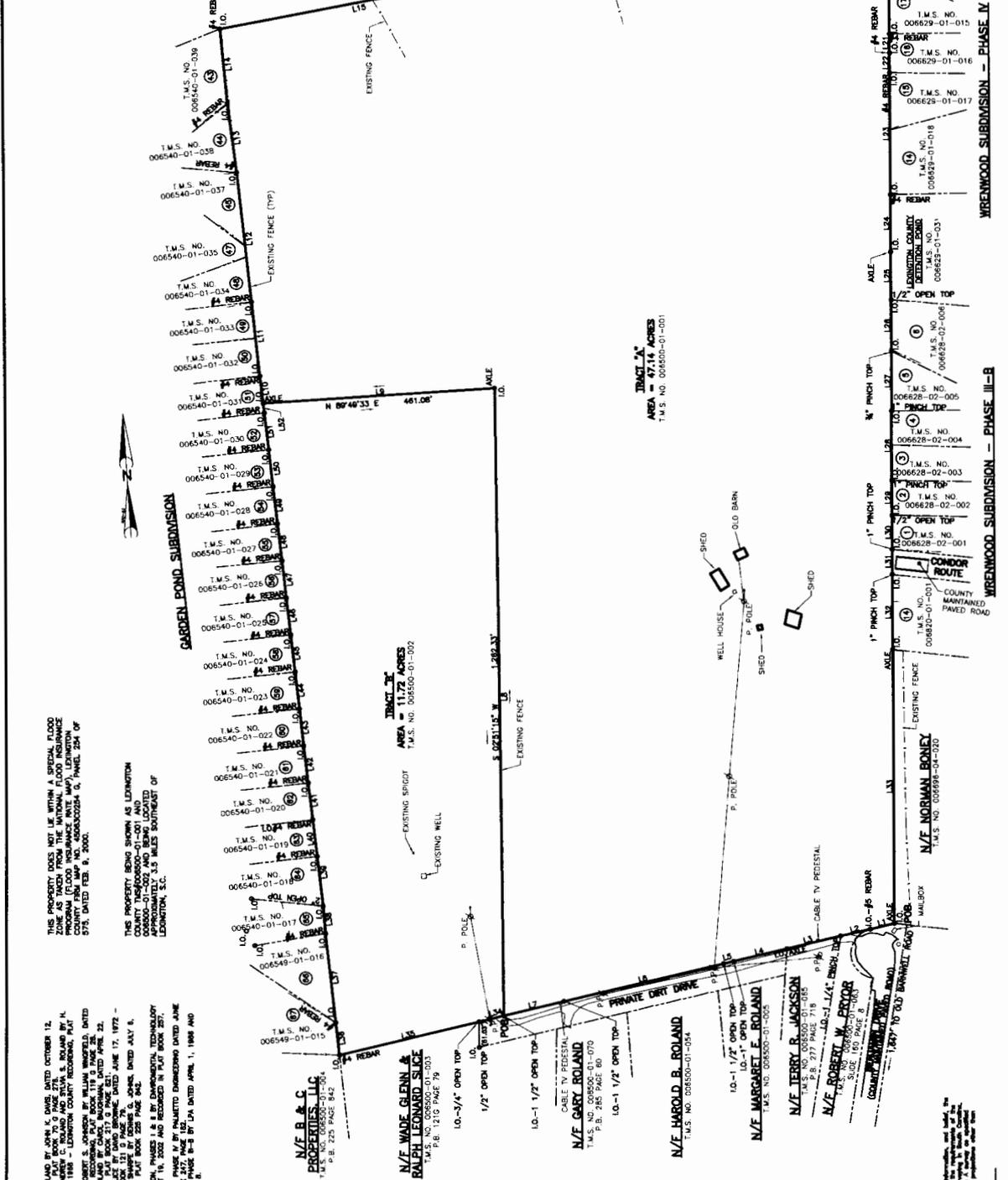
DATE: _____ TIME: _____



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- LO - NEW OLD (AS REBAR)
- LO - NEW OLD (AS REBAR)
- LO - NEW OLD (AS REBAR)



THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD ZONE AS TAKEN FROM THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP, LEVINGTON COUNTY, SOUTH CAROLINA, FIRM NO. 13032S04, PANEL 204 OF 278, DATED FEB. 4, 2002.

THIS PROPERTY BEING SHOWN AS LEVINGTON COUNTY (AS RECORDED) 01-001 AND LEVINGTON COUNTY (AS RECORDED) 01-002 APPROXIMATELY 3.5 MILES SOUTHWEST OF LEVINGTON, S.C.

- REFERENCES:**
1. A PLAT OF PROPERTY OF HAROLD B. ROLAND BY JOHN K. DAVIS DATED OCTOBER 12, 1983 IN LEVINGTON COUNTY RECORDS PLAT BOOK 210 PAGE 276.
 2. A PLAT OF PROPERTY OF HAROLD B. ROLAND BY JOHN K. DAVIS DATED OCTOBER 12, 1983 IN LEVINGTON COUNTY RECORDS PLAT BOOK 210 PAGE 276.
 3. A PLAT OF PROPERTY OF HAROLD B. ROLAND BY JOHN K. DAVIS DATED OCTOBER 12, 1983 IN LEVINGTON COUNTY RECORDS PLAT BOOK 210 PAGE 276.
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 10. A PLAT OF PROPERTY OF HAROLD B. ROLAND BY JOHN K. DAVIS DATED OCTOBER 12, 1983 IN LEVINGTON COUNTY RECORDS PLAT BOOK 210 PAGE 276.

NUMBER	DIRECTION	DISTANCE
L1	S 80°03'31" W	46.11'
L2	S 80°03'31" W	110.14'
L3	S 80°03'31" W	108.29'
L4	S 80°03'31" W	20.87'
L5	S 80°03'31" W	192.83'
L6	S 80°03'31" W	192.83'
L7	S 80°03'31" W	192.83'
L8	S 80°03'31" W	192.83'
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L49	S 80°03'31" W	192.83'
L50	S 80°03'31" W	192.83'
L51	S 80°03'31" W	192.83'
L52	S 80°03'31" W	192.83'

Scale 1" = 100 ft

Persimmon Tree Development Group, LLC
Lexington County, South Carolina
Boundary

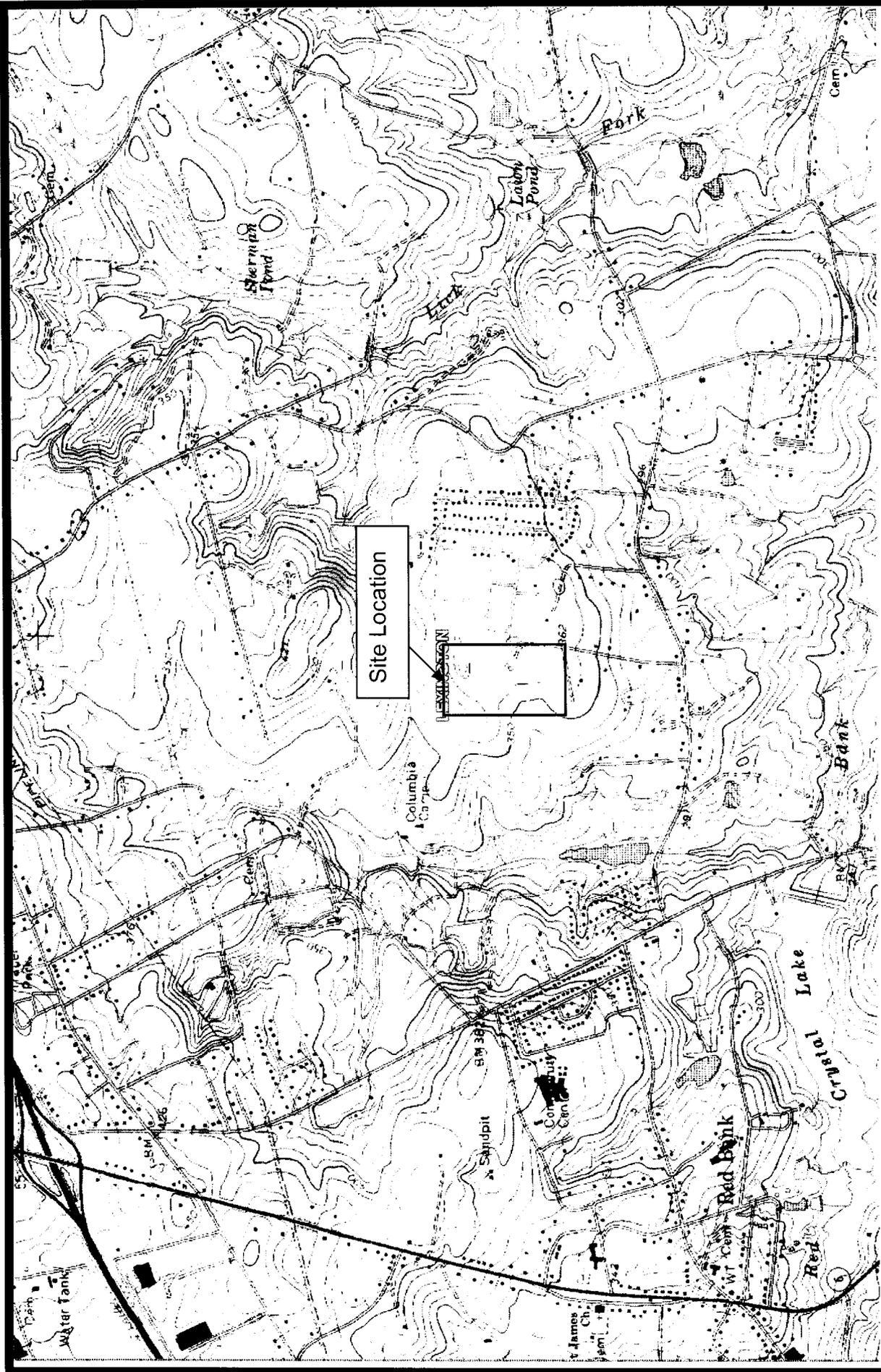
Boundary Survey
PREPARED FOR
Persimmon Tree Development Group, LLC
Lexington County, South Carolina

DATE: _____ BY: _____

NO: _____

AMERICAN ENGINEERING CONSULTANTS, INC.
1309 12th Street, N.W., Atlanta, GA 30318
Phone: (404) 791-1400 Fax: (404) 791-8110
Internet: www.aecinc.com Email: aec@aecinc.com

AEC
ENGINEERING CONSULTANTS, INC.



AMERICAN ENGINEERING CONSULTANTS, INC.
 1300 12th Street • PO Box 2299 • Cayce, SC 29171
 Tel: (803) 791-1400 • Fax: (803) 791-8110



USGS MAP
 Estates of Persimmon Hill
 Lexington County
 Lexington Quadrangle

DATE: 9/26/06
 SCALE: NTS
 DRAWN: JRJ
 JOB NO: 06-037
 CAD FILE: PERMITS





DATE 11-02-06
 SCALE: NTS
 DRAWN: DKT
 JOB NO: 06-037
 CAD FILE: PERMITS

AERIAL MAP
 Estates of Persimmon Hill
 Lexington County

AMERICAN ENGINEERING CONSULTANTS, INC.
 1300 12th Street • PO Box 2299 • Cayce, SC 29171
 Tel: (803) 791-1400 • Fax: (803) 791-8110



Copyright (C) Lexington County



View from Wrenwood Subdivision on Condor Route (looking toward the proposed site).



View from Wrenwood Subdivision on Condor Route (looking away from site).



Cul-de-Sac in Garden Pond looking away from the site.



Cul-de-Sac in Garden Pond at proposed road entrance (Site on the Right).



View from Benjamin Drive looking east on Old Barnwell Road.



View from Benjamin Drive looking west on Old Barnwell Road.



View from Benjamin Drive looking at the proposed entrance to the site.



Proposed entrance to the site from Benjamin Drive existing cul-de-sac.

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.

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The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.

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ORDINANCE NO. 06-09

AN ORDINANCE TO IMPOSE THE PROVISIONS AS ALLOWED BY SOUTH CAROLINA CODE SECTION 12-37-670 SO AS TO ALLOW IMPROVEMENTS THAT ARE COMPLETED ON OR BEFORE JUNE 30TH TO BE TAXABLE FOR THE PERIOD FOR JULY 1ST TO DECEMBER 31ST OF THAT PROPERTY TAX YEAR.

WHEREAS, the General Assembly has amended 12-37-670 to allow for taxation of improvements to real property that are completed on or before June 30, of the property tax year; and

WHEREAS, the provisions of the South Carolina Code §12-37-670(b)(2) provides for any improvement listed with the County Auditor on or before June 30 to pay additional property tax for the period from July 1st to December 31st for that property year; and

WHEREAS, the provisions of 12-32-670 require the County to enact an Ordinance to impose the provisions of the state statute.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE LEXINGTON COUNTY COUNCIL, AS THE GOVERNING BODY OF LEXINGTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1

The provisions of S.C. Code Section 12-37-670(b) are hereby adopted and incorporated herein and specifically provide as follows:

- 1) An owner of land on which a new structure has been erected and that has not been appraised for taxation shall list the new structure for taxation with the County Auditor of the County in which it is located by the first day of the next month after a certificate of occupancy is issued for the structure. A new structure must not be listed or assessed until it is completed and fit for the use for which it is intended, as evidenced by the issuance of the certificate of occupancy.
- 2) Additional property tax attributable to improvements listed with the County Auditor on or before June 30th is due for the period from July 1st to December 31st for that property year, and payable when taxes are due on the property for that property tax year. Additional property tax attributable to improvements listed with the County Auditor after June 30th of the property tax year is due and payable when taxes are due on the property for the next property tax year.

Section 2

Pursuant to the provisions of 12-37-670(b)(3), the provisions of this ordinance are also binding on all municipalities within the County.

Section 3—Effective Date

The provisions of this ordinance shall be effective for the 2007 real property tax year.

Enacted this _____ day of _____, 2006.

Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the internet.



COUNTY OF LEXINGTON

212 South Lake Drive
Lexington, SC 29072

Memorandum

To: Chairman Todd Cullum
From: Katherine Doucett, County Administrator
Date: November 6, 2006
Re: Lexington County's Mission, Vision, Values & Goals

At its recent strategic visioning workshop, County Council drafted the following core pieces of its strategic plan. I have asked Diana to include this information in Council's agenda for the upcoming Council meeting for the purpose of endorsement and approval so that the staff can proceed with a number of initiatives related to the dissemination of this information.

On behalf of the staff, thank you for the ongoing support and excitement from Council regarding this planning process.

Mission Statement

Provide quality services to our citizens at a reasonable cost.

Vision Statement

Planned growth for our communities with abundant opportunities for all in a quality environment.

Values

Stability

Excellence through Competence

Respect and Tolerance for all

Value Communication

Insure Honesty and Integrity in all we do

Creativity

Encourage Teamwork through Cooperation

Goals

- Provide for public services to citizens of Lexington County.
- Manage growth to meet the needs of Lexington County
- Appropriate required funding to meet strategic plan

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF NOVEMBER, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, the Swansea High School Marching Band captured the State Class AA Marching Band Lower State Championship on Saturday, October 21, 2006; and

WHEREAS, the Swansea High School Marching Band competed against twelve (12) other finalists in the AA Marching Band State Championship on Saturday, October 28, 2006 and finished as the first runner up; and

WHEREAS, the Swansea Marching Tigers, under the direction of band director Jon Brady and assistants Chris Bussell and Annetta Graybill, won the Lower State Championship with a score of 92.85 and was first runner up in the State Championship with a score of 91.25; and

WHEREAS, the Swansea High School Marching Band is comprised of 100 young men and women who committed themselves to countless hours of practice, learning and perfecting their musical and marching skills which enabled them to perform so admirably; and

WHEREAS, it is fitting that we recognize this outstanding accomplishment by this group of young men and women of Swansea High School who have distinguished themselves and brought honor to their school, their community, and their county.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, offer our congratulations to the MEMBERS OF THE SWANSEA HIGH SCHOOL MARCHING BAND, BAND DIRECTOR, JON BRADY AND STAFF for a job well done.

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST:

Diana W. Burnett, Clerk

COUNTY OF LEXINGTON, SOUTH CAROLINA

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF NOVEMBER, TWO THOUSAND AND SIX, ADOPTED THE FOLLOWING:

WHEREAS, the Chapin High School Marching Band captured the State Class AAA Marching Band Lower State Championship on Saturday, October 21, 2006; and

WHEREAS, the Chapin High School Marching Band was named first runner up in the AAA Marching Band Championship held on Saturday, October 28, 2006; and

WHEREAS, the "Pride of the Midlands" under the guidance of Directors, Brad Layton and David Santiago, and Assistants Jeff Bryan, Matthew Jones, Ben Hipp, Courtney Lampert, and Scott Parker won the Lower State Championship with a score of 92.80 and was the first runner up in the State Championship with a score of 93.20; and

WHEREAS, the Chapin High School Marching Band is comprised of 88 young people who committed themselves to countless hours of practice, learning and perfecting their musical and marching skills which enabled them to perform so admirably; and

WHEREAS, it is fitting that we recognize this outstanding accomplishment by this group of young men and women of Chapin High School who have distinguished themselves and brought honor to their school, their community, and their county.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, offer our congratulations to the MEMBERS OF THE CHAPIN HIGH SCHOOL MARCHING BAND, BAND DIRECTORS, BRAD LAYTON AND DAVID SANTIAGO, AND STAFF for a job well done.

M. Todd Cullum, Chairman

Joseph W. "Joe" Owens, Vice Chairman

James E. "Jim" Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. "Debbie" Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST:

Diana W. Burnett, Clerk

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

November 14, 2006

JIM KINARD

Board of Zoning Appeals - Albert H. Summers - Term expires 12/31/06 - Eligible for reappointment

BILLY DERRICK

Museum Commission - Louise J. Riley - Term expires 11/01/06 - Not eligible for reappointment

SMOKEY DAVIS

Children's Shelter - David S. Hipp - Term expired 06/30/06 - Not eligible for reappointment

DEBBIE SUMMERS

Accommodations Tax Advisory Board - Patricia Rawl - Term Expires 12/31/06 - Not eligible for reappointment

BOBBY KEISLER

Board of Zoning Appeals - Dorothy J. Young - Term expires 12/31/06 - Eligible for reappointment

JOHNNY JEFFCOAT

Museum Commission - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Accommodations Tax Advisory Board:

- Kathy Rabune - Term expires 12/31/06 - Eligible for reappointment
- William R. Dukes - Term expires 12/31/06 - Eligible for reappointment
- William Teague - Term expires 12/31/06 - Eligible for reappointment

Assessment Appeals Board - Vacant - Term expired 09/21/06

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

Museum Commission - Vacant - Term expires 11/01/06

JOE OWENS

Accommodations Tax Advisory Board:

- Buck Truett - Term expires 12/31/06 - Not eligible for reappointment
- Robert E. Schaeffer - Term expires 12/31/06 - Eligible for reappointment

TODD CULLUM

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

Board of Zoning Appeals - Marvin Stanley Smith - Term expired 12/31/05 - Eligible for reappointment

AIKEN/BARNWELL/LEXINGTON COUNTIES COMMUNITY ACTION COMMISSION, INC.

Juanice Aaron - Term expired 12/31/05 - Eligible for reappointment

BUILDING CODE BOARD OF APPEALS

Plumbing - Perry Kimball - Term expired 8/13/03 - Not eligible for reappointment

RIVER ALLIANCE

Jimmy Doar - Term expires 1-26-07 - Not eligible for reappointment

Todd Sease - Term expires 1-26-07 - Not eligible for reappointment

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

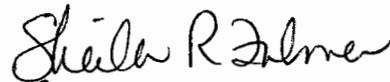
(O) 785-8319

(F) 785-2240

DATE: November 3, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Hot Water Heater Tank Replacement - Building Services/Sheriff's Department - Sole Source

We have received a purchase request for Hot Water Heater Tank Replacement from Building Services for the Sheriff's Annex. The existing boiler tank is leaking, but the burner unit is still operational. By reusing the burner unit from the existing boiler, we will realize a savings of approximately \$5000.00.

This has been deemed a sole source from Ken Clary and Company, LLC, as this tank will be installed utilizing existing equipment.

Total cost including applicable sales tax is \$12,647.92.

Funds are appropriated in the following accounts:

1000-151300-5A7399 – (1) Water Heater Replacement	\$12,647.92
---	-------------

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 November 14, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Randy Quattlebaum, Building Services Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319
(F) 785-2240

DATE: November 3, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Microsoft Volume Licenses with Media - Library Services

We have received a purchase request for seventeen (17) Microsoft Volume Licenses with media for Library Services. The licenses and media are being purchased with State Lottery Funds. This purchase will provide new software for the two new Libraries being constructed at Swansea and South Congaree. The software will be purchased from Software House International through South Carolina State Contract #01-S4072-A7243.

Jim Schafer, Director of Information Services, has reviewed and recommended the purchase of this software.

The cost of the software and media is \$5,400.24 including applicable sales tax.

Funds are appropriated in the following accounts:

2331-230099-5A7425 - Library Lottery Funds - (17) Microsoft Office 2003	\$5,400.24
---	------------

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 November 14, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dan MacNeill, Director Library Services
Jim Schafer, Director of Information Services

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

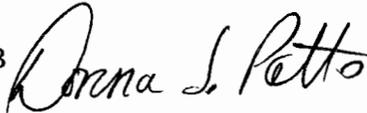
DATE: November 3, 2006

TO: Katherine Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Dell Poweredge Server with Linux Operating System - Sheriff's Department

We have received a purchase request for one (1) Dell Poweredge Server with Linux Operating System for the Sheriff's Department. The server will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #05-S6656-A11104.

The existing server is eight (8) years old and the warranty has expired. The records management and field reporting systems data reside on the server. Without this server, the uploading and retrieval of incident report and warrant data would not be possible. If the server were to crash prior to a replacement, the daily operations of the Sheriff's office would be severely impaired.

Jim Schafer, Director of Information Services has reviewed and recommended this purchase.

The total cost including applicable sales tax is \$8,980.75.

Funds are appropriated in the following account:

2493-151200-5A7270 -- FY 06 Justice Assistance Grant - (1) Server Replacement - \$8,980.75

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 November 14, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Keith Kirchner, Assistant Sheriff
Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department
Jim Schafer, Director of Information Services

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: October 26, 2006

TO: Katherine L. Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Janice A. Bell, CPPB
Procurement Officer 

SUBJECT: **Motorola Portable VHF Radios and Monitor/Receivers
Public Safety/Fire Service**

We received requisitions for the purchase of Motorola Portable VHF Radios and Monitor/Receivers for Public Safety/Fire Service Department. These radios and monitor/receivers will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07.

The thirteen (13) VHF radios are for VHF frequencies and are compatible with existing batteries, chargers and other accessories. With the increased volume of emergency calls and the continued need for effective fire ground communications, Fire Service uses the available VHF frequencies. These radios will be replacements only and will result in no additional monthly charges for service. The cost for these radios is \$14,368.52 including applicable taxes. The forty-eight (48) monitor/receivers are utilized to alert personnel of an emergency call. Many of the existing units are approaching 20 years old and are in need of replacements. Additional monitors are required in order to meet an increase in personnel, as well as replace monitors that are lost, stolen, damaged, or no longer serviceable. The cost for these monitor/receivers is \$20,998.39 including applicable taxes. The total cost of these radios and monitor/receivers including applicable tax is \$35,366.91.

Funds are appropriated in the following accounts:

1000-131500-5A7108	PS / Fire Service
(13) Portable Radios	\$14,368.52
1000-131500-5A7102	PS / Fire Service
(48) Monitor / Receiver – Replacement	\$20,998.39

I concur with the above recommendation and further recommend that these purchases be placed on County Council's agenda for their next scheduled meeting on November 14, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Russell Rawl, Fire Service Coordinator

**COUNTY OF LEXINGTON
REHABILITATION SPECIALIST AND CONTRACTORS
MINOR HOME REPAIR PROGRAM**

*Evaluation Committee Report and Recommendation
Request for Qualifications No. PQ07003-11/01/06B
Request for Qualifications No. PQ07004-11/01/06B*

October 26, 2006

PURPOSE

The County of Lexington solicited resumes from qualified firms to provide services for rehabilitation inspection and qualified contractors to provide minor home repairs for single family residential minor housing repair projects for a County wide housing program. Lexington County will administer this housing program using funds made available from the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program. The top evaluated firm selected will perform all site inspections. We will approve a list of pre-qualified contractors to perform the necessary repairs. Continuous inspections will be required throughout the life of the project to ensure that County Standards are met and that property is maintained.

EVALUATION COMMITTEE

As required by the County's Purchasing Ordinance and RFQ Criteria, an evaluation committee was approved by Ms. Katherine Doucett, County Administrator, to evaluate and review the resumes and ultimately report its recommendation to County Council for their consideration. Committee members were Ronald Scott, Community Development Director; George Bistany, Community Development Administrator; Jason Boozer, Community Development Technician; Marty Taylor, Chief Inspector; Mark Hendrix, Deputy Building Official; Ernie Magaro, NVR Rymarc Homes; and Janice A. Bell, Procurement Officer.

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting resumes from qualified consulting and contracting firms was placed and appeared in the South Carolina Business Opportunities Publication on October 26, 2006. Notification was also posted on our website and mailed to firms on our bidders' list.

Resumes were due November 1, 2006. At that time, the County received resumes from four (4) firms for the Rehabilitation Specialist and three (3) firms for the Contractors:

Consultants

Konstruktion Services Inc
RPM Engineers, PLLC
S&F Engineering Co Inc.
Workman Associates, LLC

Contractors

Associated Contractors
First Class Construction LLC
Konstruktion Services Inc.

Evaluation Committee Report and Recommendation
Request for Qualifications No. PQ07003-11/01/06B
Request for Qualifications No. PQ07004-11/01/06B

EVALUATION PROCESS

To begin the evaluation process, copies of the resumes were distributed to each committee member on November 1, 2006 for individual evaluation. The committee met again on November 2, 2006 for a detailed discussion of the individual evaluation of the resumes/qualifications and respective scoring of each criteria factor.

Each resume under consideration was evaluated and scored on the following selection criteria listed in the order of their relative importance: (a) past performance; a comprehensive list of all similar projects completed within the last five (5) years involving your firm, (b) the ability of the professional personnel, (c) willingness to meet time and budget requirements, (d) location; all responding firms shall be located or have an office which is physically located within a 2-hour radius of Lexington, (e) recent, current and projected work loads of the firm, and (f) related experience on similar projects.

The evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information/documentation presented and collected in the evaluation process. All of these firms were highly qualified and they all submitted very professional resumes.

RECOMMENDATION

The committee recommends awarding the Consultant contract to S&F Engineering Company as the highest rated offeror. Several things that impressed the committee with this consultant was their experience and qualifications for this type of work, insight related to the project, and location of firm. Basically, the consultant firm put together a very impressive submittal, addressed the factors asked for in the Request for Qualifications and had the experience to back it up.

Three (3) submittals were received for the pre-qualified contractor list. The Contractors were evaluated on a pre-qualification basis and all submittals are qualified to perform the criteria as outlined in the Request for Qualifications. At this time the committee recommends awarding to all three (3) contractors. The committee will review and evaluate future submittals to add to the pre-qualified list and ensure that the contractors meet the criteria listed in the established contract.

The committee hereby submits this information for Council's consideration and approval. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on November 14, 2006.

Janice A. Bell, CPPB
Procurement Officer



Sheila R. Fulmer, CPPB
Procurement Manger



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: October 25, 2006

TO: Katherine L. Doucett
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: SOLICITING FULL LINE GROCERY CHAINS FOR CHRISTMAS GIFT CARDS

Competitive bids were received from qualified Full Line Grocery Chains for Christmas Gift Cards. The Grocery Chains will provide Christmas Gift Cards for an estimated 1,300 County employees at the face value of twenty-five dollars (\$25.00), at a discounted amount to the County. The successful vendor was required, in the bid, to have a store located in Lexington/Columbia, South Carolina area. We received three (3) bids (see attached bid tabulation).

The bids were evaluated by Lori Adler, Human Resources Director and Janice A. Bell, Procurement Officer. We recommend award to Piggly Wiggly Carolina as the low bidder meeting specifications at a total cost of \$29,250.00.

Funds are appropriated in the following account:

1000-999900-525701	Employee Christmas Gift Expense	\$29,250.00
--------------------	---------------------------------	-------------

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 November 14, 2006.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Lori Adler, Human Resources Director

County of Lexington

Bid Tabulation

FULL LINE GROCERY CHAINS FOR CHRISTMAS GIFT CARDS

Quantity	Description	Piggly Wiggly		Bi-Lo		Food Lion	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1300	Gift Cards	\$22.50	\$29,250.00	\$23.25	\$30,225.00	\$23.75	\$30,875.00

Janice A. Bell, CPPB
Procurement Officer

Janice A. Bell
10-26-06

The Minutes are left out intentionally until approved by Lexington County Council. Upon Council's approval, the minutes will be available on the internet.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M06-08

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

Lake Estates Drive (intersection of Timberlake Drive to Water Links Drive).

Zoning Classifications: (Current) Local (L) (Proposed) Residential Local Road (RL4)

TMS#: Property Owner:

Reason for the request: All other residential construction on Lake Estates Drive is two houses per acre.

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

Date of Application: 05/30/06 Applicant: Owner Agent

Phone #(s): home 803-345-6785

Signature: George L. Duke Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Dr. Chapin SC 29036

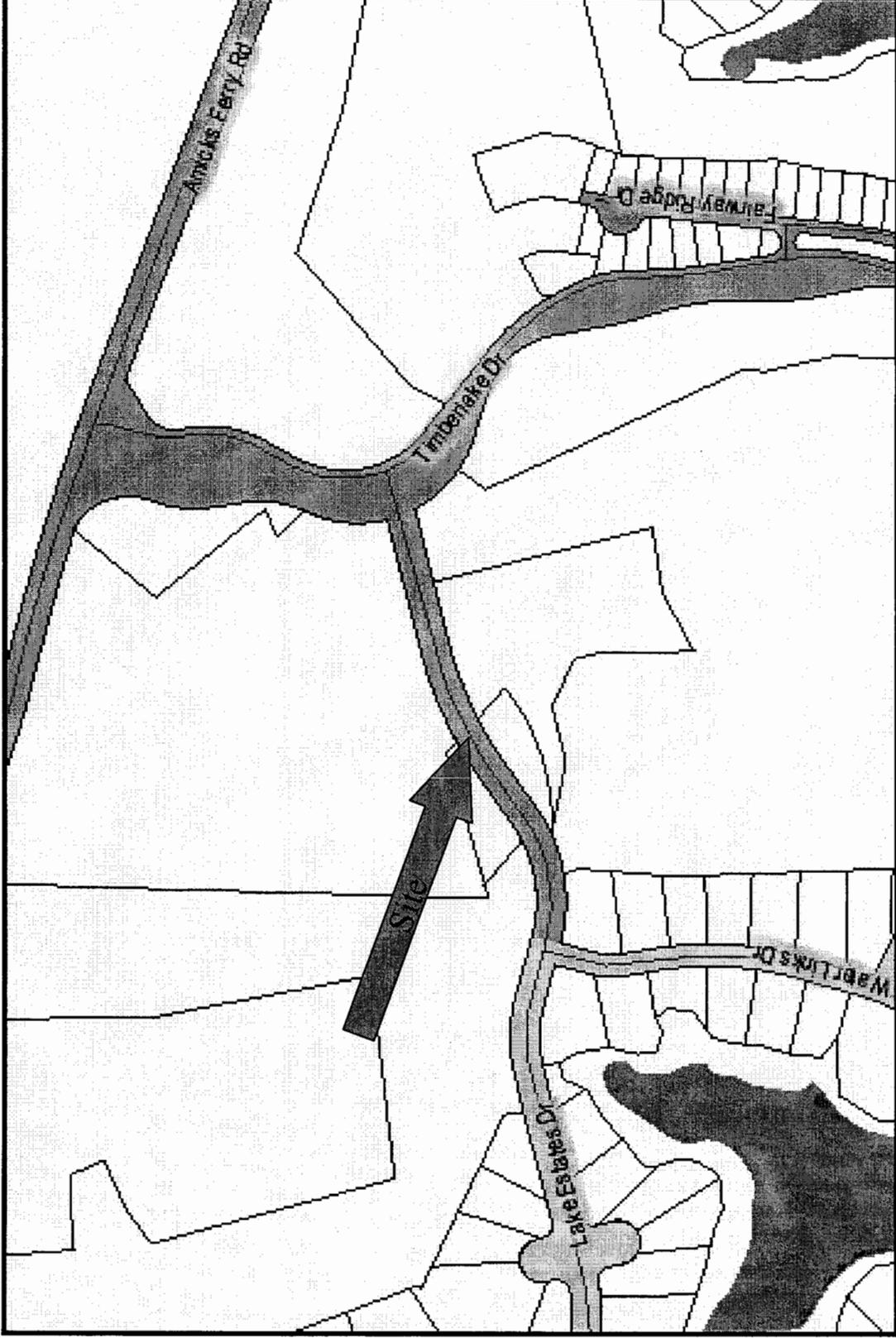
Table with 2 columns: Date, Action. Rows: 05/30/06 Application Received, 9/7/06 Newspaper Advertisement, 9/7/06 Notices Mailed

Table with 2 columns: Date, Action. Rows: 05/30/06 Fee Received, 9/11/06 Property Posted, 10/19/06 Planning Commission

Planning Commission Recommendation: 6-0 Denial

Table with 4 columns: Date, Action, Date, Action. Rows: 6/20/06 First Reading, 9/26/06 Public Hearing, 10/24/06 Second Reading, Third Reading

Results:



ZONING MAP AMENDMENT REQUEST #M06-08

ORDINANCE NO. 06-18

AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK BY INCLUDING CERTAIN PROPERTY OWNED BY ACCURATE THERAPEUTIC SUPPLY, INC., DBA ACCURATE MFG., INC. AND CERTAIN PROPERTY DESIGNATED AS THE SAXE GOTHA PROPERTY.

WHEREAS, pursuant to Ordinance No. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of December 11, 1995, with Calhoun County (the "Original Agreement"), which Original Agreement was amended, pursuant to the authority contained in subsequent Ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

WHEREAS, it is now desired that the boundaries of the Park be enlarged; and

WHEREAS, the expansion of the Park shall include a certain tracts of real estate described Exhibit A attached to this Ordinance (as such description may be hereafter refined) ("Property").

NOW, THEREFORE be it ordained by Lexington County Council that:

(1) The Park Agreement is hereby and shall be amended to include the Property and that the Chairman of Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

DONE in meeting duly assembled this ____ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
M. Todd Cullum, Chairman of County Council
Lexington County, South Carolina

ATTEST:

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

First Reading: _____
Second Reading: _____
Public Hearing: _____
Third Reading: _____

EXHIBIT A

LAND DESCRIPTION

ALL that certain piece, parcel or tract of land, situate, lying and being approximately one (1) mile south of the Town of Swansea, in the County of Lexington, State of South Carolina at the intersection of Lee Witt Road and SC Highway #3, and being more fully shown and delineated as 7.89 acres, more or less, on plat prepared for Greenman Technologies of South Carolina, Inc., by Donald H. Rumbaugh, PLS, of Lexington County Public Works Department Engineering Division, dated June 7, 1999 and recorded in the Office of the Register of Deeds for Lexington County in Slide 288, Plat 660 and having such boundaries and measurements as will more fully appear by reference to said plat.

TMS#012900-02-090

Also included are Tax Map Numbers:

008096-02-001

008096-02-003

008096-02-004

008096-02-005

006899-01-003

006899-01-017

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LEXINGTON)
COUNTY OF CALHOUN)

**AMENDMENT OF AGREEMENT
OF JOINT COUNTY INDUSTRIAL PARK
OF LEXINGTON AND CALHOUN
COUNTIES**

THIS AGREEMENT for an amendment of an agreement for the development of a joint county industrial park located within Lexington County, South Carolina, and Calhoun County, South Carolina, dated December 11, 1995, by and between the County of Lexington and the County of Calhoun both political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this ____ day of _____, 2006, by and between the parties hereto ("Amended Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Lexington County, South Carolina ("Lexington County") and Calhoun County, South Carolina ("Calhoun County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there has been established in Lexington County and Calhoun County a Joint County Industrial Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption or as otherwise agreed pursuant to applicable laws; and

WHEREAS, pursuant to the Agreement, Lexington County and Calhoun County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Lexington County and Calhoun County desire to amend the Agreement, as previously amended, by this Amended Agreement as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representation and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Amended Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Lexington County and Calhoun County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of tracts of real estate, said tracts are described on Exhibit A attached hereto.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Amended Agreement.

5. **Termination.** All other terms and conditions of the Agreement as previously amended shall remain in full force in effect.

6. **Execution in Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

WITNESS our hands and seals this _____ day of _____, 2006.

[SIGNATURES ON FOLLOWING PAGES]

**EXECUTION PAGE
TO**

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

LEXINGTON COUNTY COUNCIL:

By: _____
M. Todd Cullum, Chairman of County Council
Lexington County, South Carolina

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

**EXECUTION PAGE
TO**

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

CALHOUN COUNTY COUNCIL:

By: _____
David K. Summers, Jr., Chairman of County Council
Calhoun County, South Carolina

ATTEST:

By: _____
Donna R. Allread, Clerk, County Council
Calhoun County, South Carolina

EXHIBIT A

LAND DESCRIPTION

ALL that certain piece, parcel or tract of land, situate, lying and being approximately one (1) mile south of the Town of Swansea, in the County of Lexington, State of South Carolina at the intersection of Lee Witt Road and SC Highway #3, and being more fully shown and delineated as 7.89 acres, more or less, on plat prepared for Greenman Technologies of South Carolina, Inc., by Donald H. Rumbaugh, PLS, of Lexington County Public Works Department Engineering Division, dated June 7, 1999 and recorded in the Office of the Register of Deeds for Lexington County in Slide 288, Plat 660 and having such boundaries and measurements as will more fully appear by reference to said plat.

TMS#012900-02-090

Also included are Tax Map Numbers:

008096-02-001

008096-02-003

008096-02-004

008096-02-005

006899-01-003

006899-01-017

COMMITTEE REPORT

RE: Paving of a Portion of Vera Road

DATE: October 27, 2006

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, October 24, 2006, to consider a staff recommendation regarding paving of a portion of Vera Road.

Mr. John Fechtel, Director of Public Works, stated Vera Road was approved by Council for paving in 1994 as one of thirteen (13) projects the Delegation had requested; however, subsequent funding was delayed as a result of right-of-way problems: approximately 400 foot of the road is located within railroad right-of-way. Mr. Greg Force, one of the property owners on Vera Road, requested that County Council reconsider paving the 1,050 feet of the 1,450 feet that is unpaved. Mr. Force also included a "fact sheet" describing the commercial growth and use of this road and indicated the property owners on the west side of Vera Road have agreed to give the additional right-of-way necessary (a total of 50 feet).

Based on staff's review, Public Works recommends that Council approve the request. Mr. Fechtel said with a relatively short distance (1,050 feet), the County can provide the labor and equipment. Material costs of approximately \$25,000 is available in the "C" Fund Economic Development Budget (account #2700-12301-539900).

The Public Works Committee voted to recommend to Council that the 1,050 feet on Vera Road be paved and funds for the project be allocated from the Economic Development portion of "C" Funds.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



MEMORANDUM

Date: October 16, 2006

To: Katherine Doucett – County Administrator

From: John Fechtel, Director of Public Works,
Assistant County Administrator

Re: Paving of a Portion of Vera Road

Vera Road was approved by Council for paving in 1994 as one of thirteen (13) projects the Delegation had requested. Subsequent funding was delayed as a result of right-of-way problems: approximately 400 ft. of the road is located within railroad right-of-way and property owners on one portion of the road were reluctant to provide the needed right-of-way. Attached is a letter from Mr. Greg Force, one of the property owners on Vera Road, requesting County Council reconsider the paving of 1,050 ft. of the 1,450 ft. that is unpaved. Mr. Force also included a "fact sheet" describing the commercial growth and use of this road. The property owners on the west side of Vera Road have agreed to give the additional right-of-way necessary (a total of 50 feet).

Based on staff's review, Public Works recommends that Council approve this request. With a relatively short distance (1,050 ft.), the County can provide the labor and equipment. Material costs of approximately \$25,000.00 is available in the "C" Fund Economic Development Budget (acct# 2700-121301-539900). Please place this on the Public Works Committee agenda on October 24, 2006.

Attachments

JJ/hd

Greg Force
147 Vera Road, Suite F
Lexington, South Carolina 29072
803-359-3200
803-359-6682 fax

RECEIVED
OCT 09 2006
LEXINGTON COUNTY
ENGINEERING DEPARTMENT

October 4, 2006

John Fechtel
Director of Public Works
County of Lexington
440 Ball Park Road
Lexington, SC 29072-2240

Re: Reconsideration of Paving a Portion of Vera Road

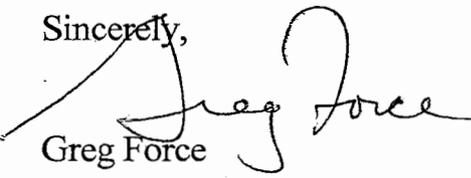
Dear Mr. Fechtel:

As you are aware, several years ago Vera Road was approved for paving utilizing C-Funds. Due to Right-of-Way problems, primarily from the Railroad, this project was dropped. Since this project was dropped, six additional businesses have located on the unpaved portion of Vera Road.

To improve the condition of the road, we put milled asphalt down in 2002, which the County has been maintaining. The attached summary sheet was prepared to provide some general details regarding development along Vera Road over the past five years.

In the past there have been some Right-of-Way issues with the property owners on the east side of Vera Road. During a meeting with the Public Works Department, it was brought to our attention that acquiring a 50-foot Right-of-Way was the main requirement for paving Vera Road. Once informed of this, all of the property owners on the west side of the road agreed to give the County the necessary Right-of-Way for paving. Therefore, all of the property owners on the west side of Vera Road respectfully request county council to reconsider paving the unpaved portion of Vera Road that fronts our businesses.

Sincerely,


Greg Force

RECEIVED

OCT 09 2006

LEXINGTON COUNTY
ENGINEERING DEPARTMENT

Vera Road

The Town of Lexington began annexing property along Vera Road in 2001.

Vera Road was the third most problematic road according to the responses that the Town of Lexington traffic committee received from their Dec 31, 2004 traffic issues questionnaire.

Total length of road is ~ 2,000 feet

~1,400 feet (70%) paved but in poor condition with numerous large pot holes and ~600 feet (30%) unpaved one lane road

17 property owners/14 within the Town of Lexington (2-residential & 1-commercial in the County)

4 residential homes and 21 commercial businesses

Daily traffic volume is estimated at 500 cars per day:

~ 94 employees with ~150 employee/company vehicles

~2 to 3 deliveries per day from 18 wheelers

~ 15 to 20 deliveries per day from courier delivery trucks (Fed Ex, UPS, etc)

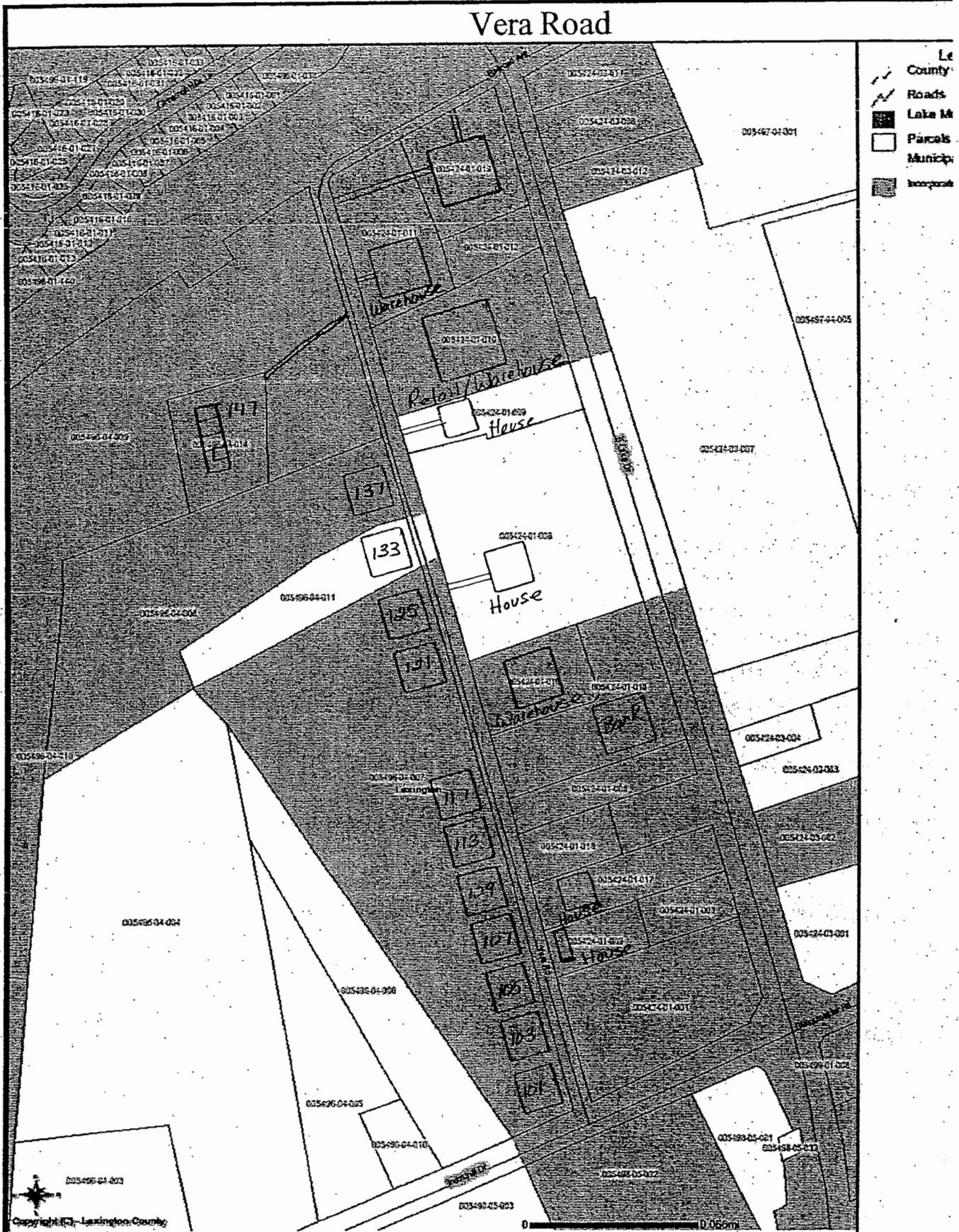
~50 business clients/retail customers per day

Often used as a short-cut around the Highway 6/Industrial Road intersection.

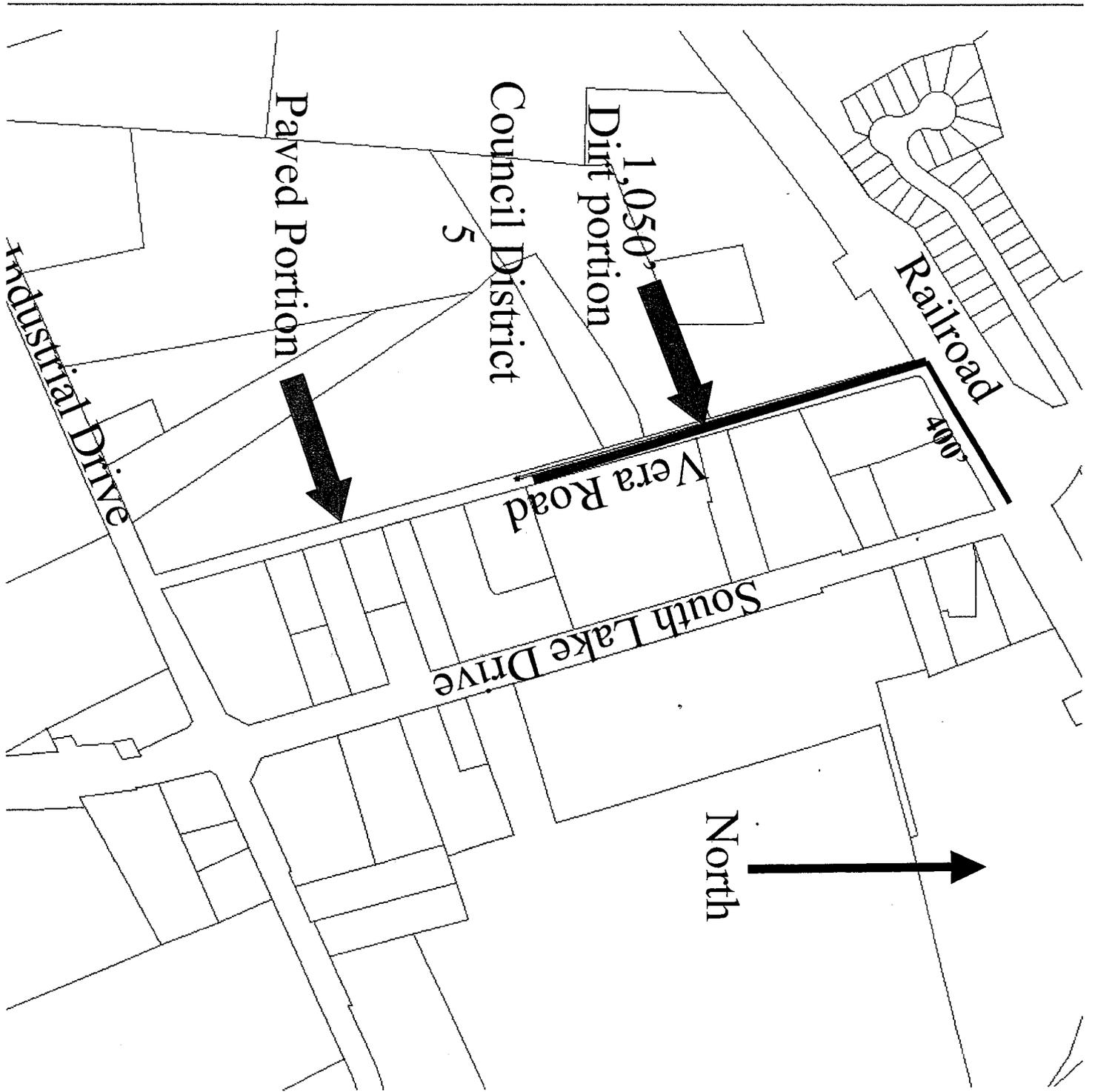
76% growth within the past 5 years and 52% growth within the past 1.5 years

There is a 90 degree "blind curve" on the unpaved one lane portion of the road.

In September 2002 milled asphalt was purchased for the County to place on the unpaved portion of Vera Road.



DISCLAIMER : Lexington County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the data





COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M06-12

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

West Side of Charter Oak Road between US 1 and US 378

Zoning Classifications: (Current) Restrictive Development (RD) (Proposed) Intensive Development (ID)

TMS#: 004200-05-005 Property Owner: Marshall Hartmann

Reason for the request: The change in the zoning district is requested to reduce the buffer restrictions for a proposed office complex and craft storage area.

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

Date of Application: 8/4/2006 Applicant: Owner [] Agent [X]

Phone #(s): cell (803)206-7003

Signature: [Handwritten Signature] Printed Name: Reggie Enlow

Street/Mailing Address: 955 Old Cherokee Road, Lexington 29072

Table with 2 columns: Date, Event. Rows: 8/4/2006 Application Received, 10/26/2006 Newspaper Advertisement, 10/27/2006 Notices Mailed

Table with 2 columns: Date, Event. Rows: 8/4/2006 Fee Received, 10/30/2006 Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: Date, Event, Date, Event. Rows: 8/22/06 First Reading, 11/14/06 Public Hearing, Second Reading, Third Reading

Results:

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-12

Description of the Amendment: This map amendment request is for a change in zoning classification for TMS# 04200-05-005p/o from Restrictive Development (RD) to Intensive Development (ID). This property is located on the west side of Charter Oak Road between US 1 and US 378.

Character of the Area. The immediate area consists primarily of single family residential and agricultural use. A group assembly activity (New Life Fitness World) was developed a couple of years ago a few parcels over from the subject property.

Zoning History: This property is in the Central Lexington County Planning area zoned on December 9, 1986. Since this time there has been only one map amendment in the area.

Council District: Three-George W. "Smokey" Davis

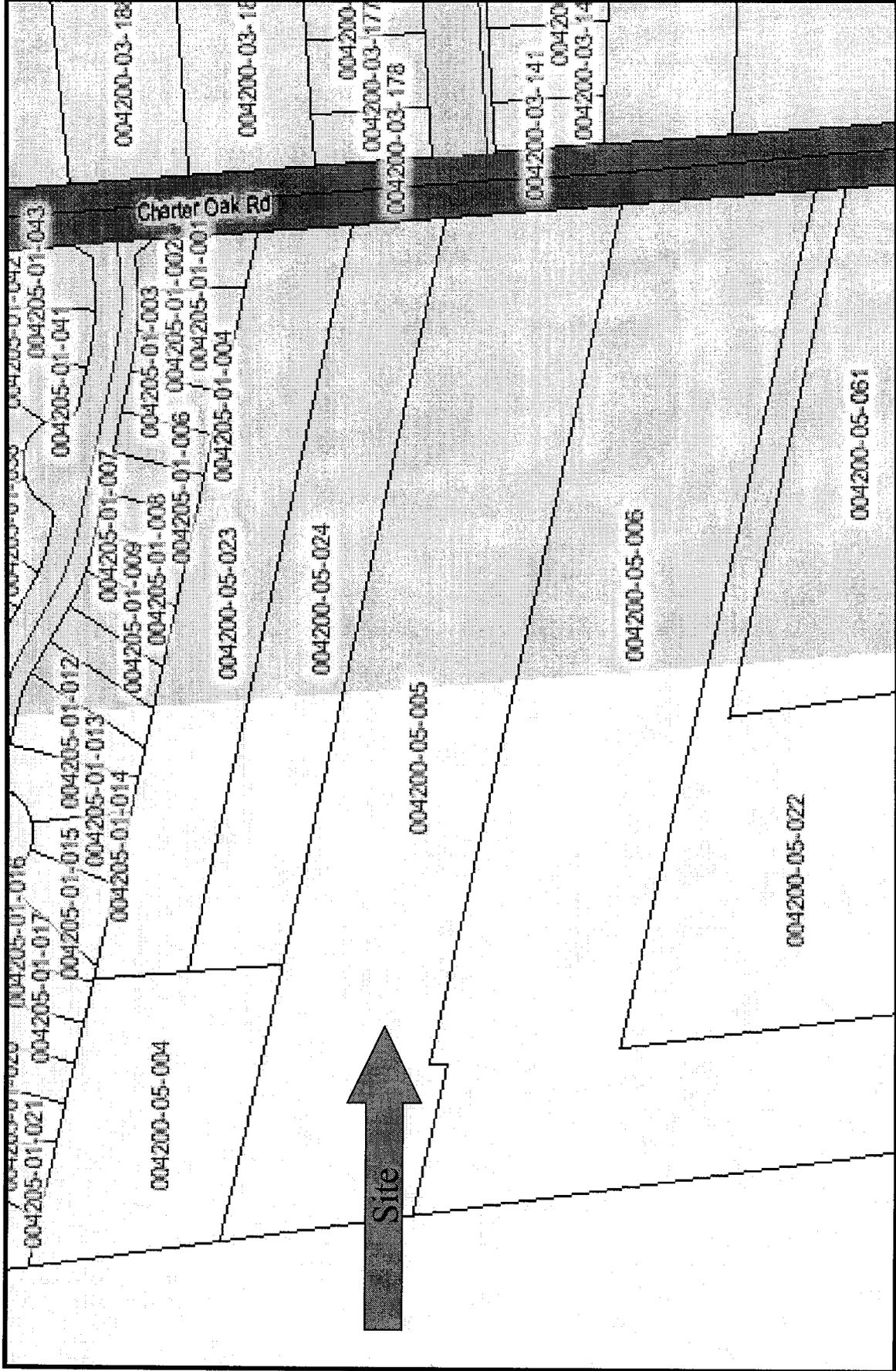
Attachments: Chart of Allowed Uses by Zoning District
Political Boundaries Maps
Location Maps



COUNTY COUNCIL DISTRICT MAP



ZONING MAP AMENDMENT REQUEST #M06-12



ZONING MAP AMENDMENT REQUEST #M06-12

However, home occupation day care is not subject to the 25% of total floor area restriction, or the 750 square feet of floor area restriction imposed on other home occupations. Also, home occupation day care may be conducted outside on the premises using yard furnishings customary to the residential setting. Additional traffic generation from one delivery and one pick up of each individual each day shall be considered within the limitations of item "e" above. The Board of Zoning Appeal's deliberations shall include, but not be limited to, the following items:

1. the size of the residence and the outside recreation area;
2. parking and vehicular access to the residence and its ability to accommodate the drop-off and pick-up of the additional individuals;
3. the stated opinions of the surrounding property owners; and
4. if requested, the acceptability of having an employee ("caregiver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit.

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:

- a. 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 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 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.
- c. 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 10

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 Zoning Appeals as outlined in Article 12 of this Ordinance.

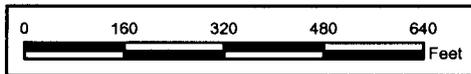
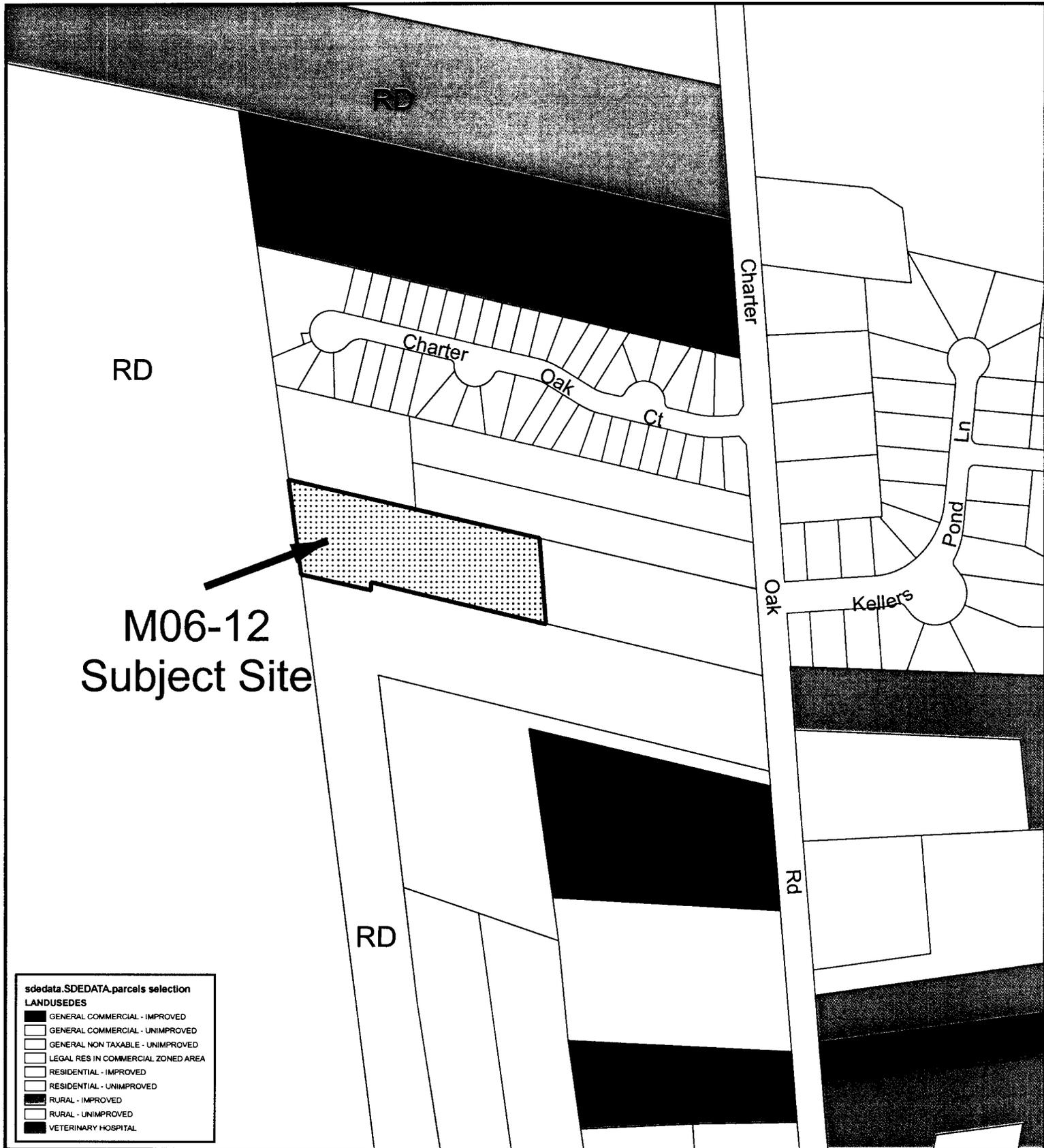
R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX	XX	XX	XX	XX	XX	Administrative Offices
					XX		XX	XX	XX	XX	Advertising Signs
				XX	Airports						
			XX	XX	XX				XX	XX	Animal Operations
		XX		XX	XX		XX	XX	XX	XX	Boat Docks
					XX				XX	XX	Bus and Transit Terminals
					XX			XX	XX	XX	Business Services
	XX	XX	XX	XX	XX			XX	XX	XX	Cemeteries
	XX	Child or Adult Day Care									
XX	Churches										
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services

RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
			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)
		XX	XX	XX	XX	XX	XX	XX	XX	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	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	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	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Natural Reserves
				XX	Non-Assembly Cultural						
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Nursing Homes
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	XX	XX	XX	XX	XX	XX	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	XX	XX	XX	XX	XX	XX	XX	XX	XX	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

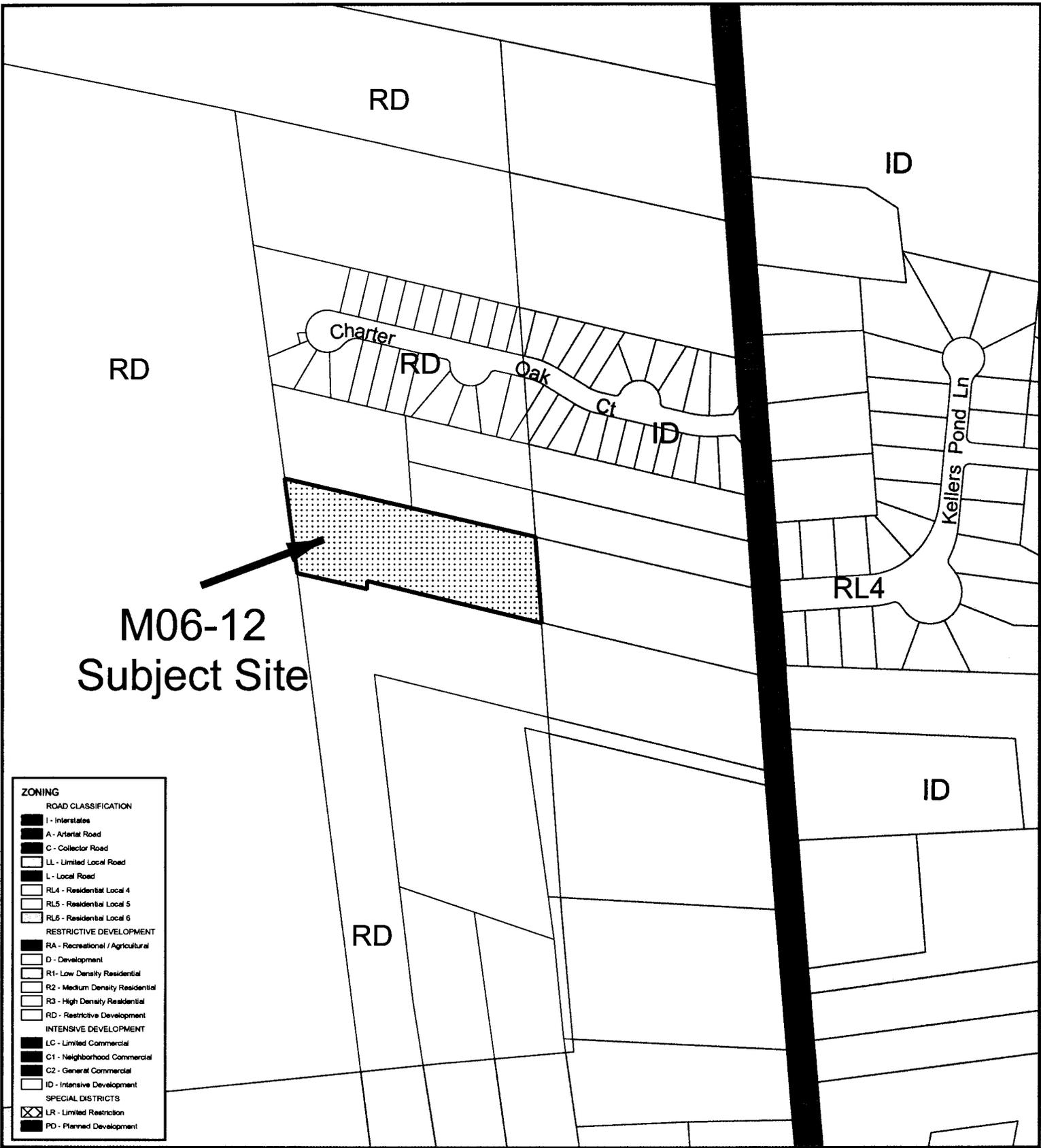


R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					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.

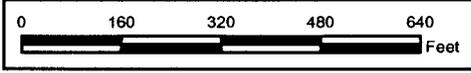


**Existing Landuse
Map Amendment # M06-12
TMS # 004200-05-005 p/o**



**M06-12
Subject Site**

ZONING	
ROAD CLASSIFICATION	
	I - Interstates
	A - Arterial Road
	C - Collector Road
	LL - Limited Local Road
	L - Local Road
	RL4 - Residential Local 4
	RL5 - Residential Local 5
	RL6 - Residential Local 6
RESTRICTIVE DEVELOPMENT	
	RA - Recreational / Agricultural
	D - Development
	R1 - Low Density Residential
	R2 - Medium Density Residential
	R3 - High Density Residential
	RD - Restrictive Development
INTENSIVE DEVELOPMENT	
	LC - Limited Commercial
	C1 - Neighborhood Commercial
	C2 - General Commercial
	ID - Intensive Development
SPECIAL DISTRICTS	
	LR - Limited Restriction
	PD - Planned Development



**Existing Zoning
Map Amendment # M06-12
TMS # 004200-05-005 p/o**



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M06-13

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

Brittany II Subdivision

Zoning Classifications: (Current) High-Density Residential (R3) (Proposed) Low-Density Residential (R1)

TMS#: 002634-01-001 to 056 Property Owner: Multiple (Brittany II Subdivision Property Owners)

Reason for the request: See Attachment

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

Date of Application: 8/28/06 Applicant: Owner [X] Agent [X]

Phone #(s): cell (803) 667-2734

Signature: [Handwritten Signature] Printed Name: Brittany II Subdivision Home Owners Association c/o Fred Driscoll

Street/Mailing Address: 229 Doulton Way, Columbia, SC 29212

Table with 2 columns: Date, Action. Rows: 8/28/06 Application Received, 10/26/06 Newspaper Advertisement, 10/27/06 Notices Mailed

Table with 2 columns: Date, Action. Rows: 8/28/06 Fee Received, 10/30/06 Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: Date, Action. Rows: 9/26/06 First Reading, 11/14/06 Public Hearing, Second Reading, Third Reading

Results:

Brittany II
Homeowners Association

229 Doulton Way
Columbia, SC 29212
803-667-2734

August 28, 2006

Lexington County Zoning Board

212 South Lake Dr.
Lexington, SC 29072

Dear Sir:

Subject: Re Zoning request from R3 to R1

This is a formal request to re zone Brittany II subdivision from R3 to R1. A formal vote was taken among the current Brittany II Homeowners Association Board Members with unanimous consent to go ahead with the application process for re zoning.

A number of factors were considered for the board to take this action.

1. Foremost it was the desire to keep Brittany II the way it has been for the past 15 years and not allow the rampant growth taking place around Brittany II to affect the current environment of the subdivision.
2. It would bring the zoning inline with the adjacent subdivision of Brittany Place.
3. The current homes per acre are typical of R1 verses R3 and no changes in the current subdivisions plots would have to be made.
4. This change would not affect the Selwood property currently being developed C2 and R1.

If you have any questions regarding this application please don't hesitate to call.

Sincerely,



Frederick J. Driscoll
Board President

STAFF SUMMARY
ZONING MAP AMENDMENT #M06-13

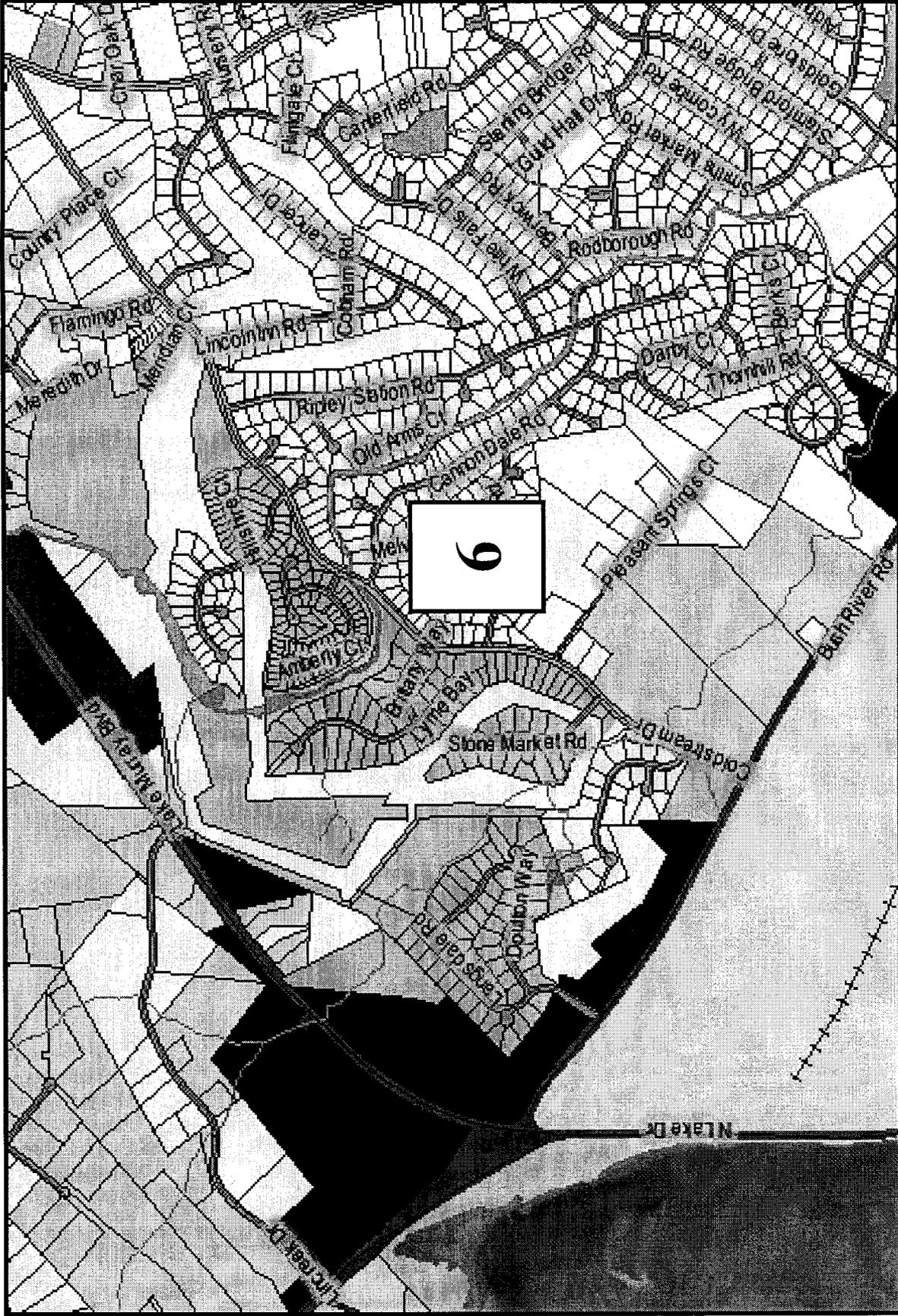
Description of the Amendment: This map amendment request is for a change in zoning classification for TMS#'s 02634-01-001 to 056 (Brittany II subdivision) from High Density Residential (R3) to Low Density Residential (R1).

Character of the Area. The Brittany II subdivision is a single family residential development. The old Coldstream golf course is nearby as well as some commercial development along Bush River Road near the intersection of North Lake Drive.

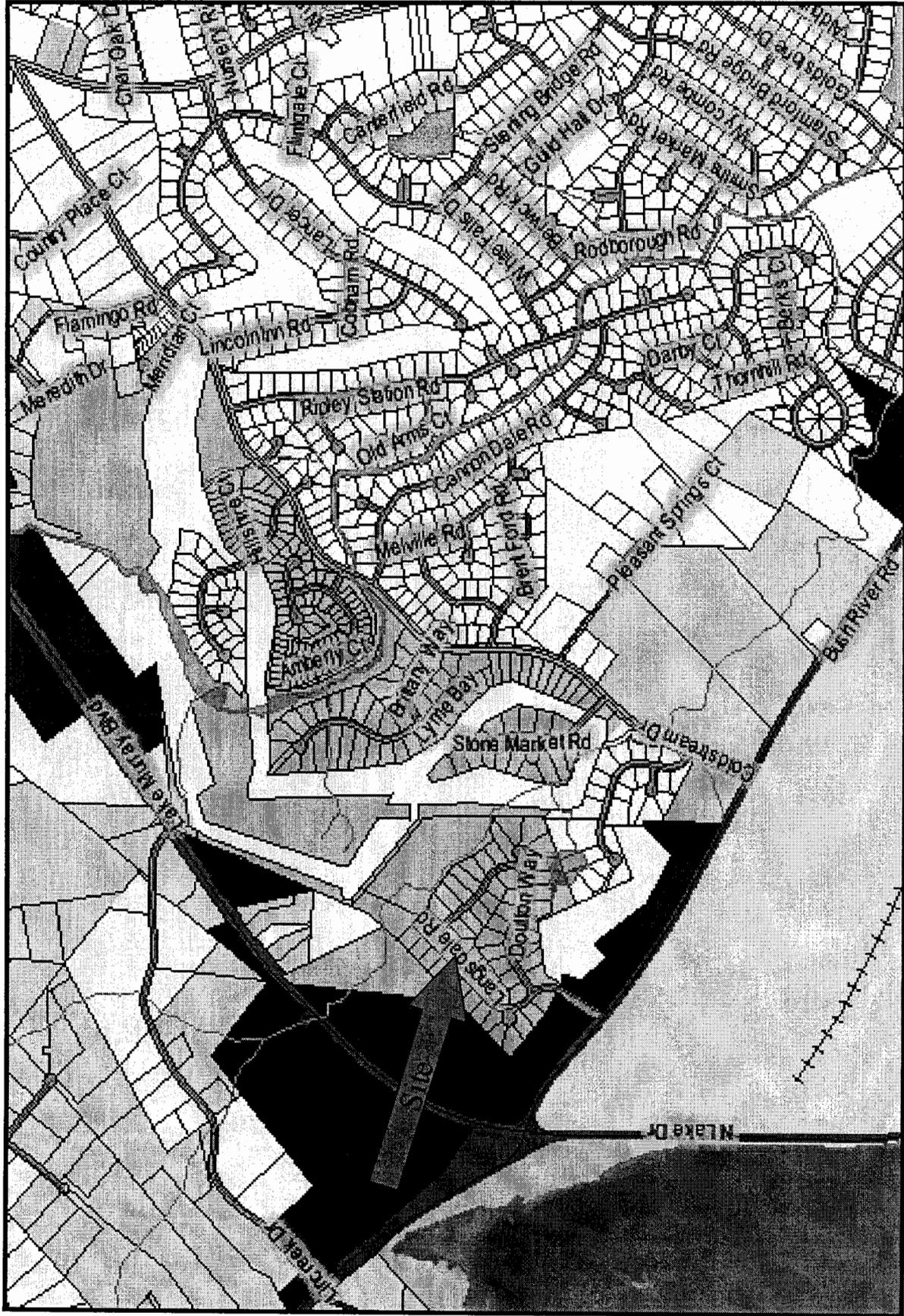
Zoning History: This property is in the Seven Oaks/Dutch Fork Planning area zoned in 1971/1974. Since this time there have been twenty two map amendments in the immediate area.

Council District: Six-Johnny W. Jeffcoat

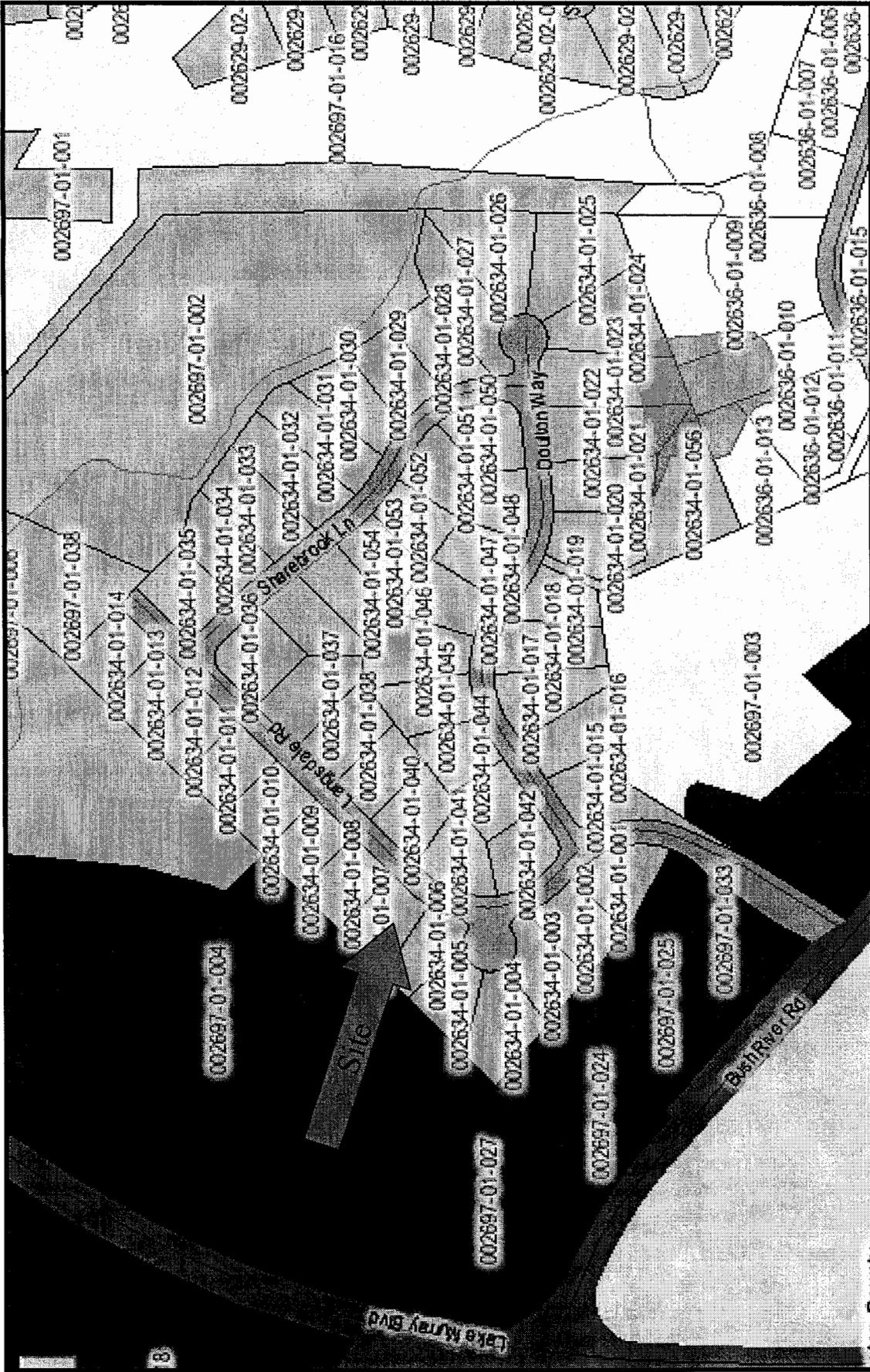
Attachments: Chart of Allowed Uses by Zoning District
Political Boundaries Maps
Location Maps



COUNTY COUNCIL DISTRICT MAP



ZONING MAP AMENDMENT REQUEST #M06-13



ZONING MAP AMENDMENT REQUEST #M06-13

However, home occupation day care is not subject to the 25% of total floor area restriction, or the 750 square feet of floor area restriction imposed on other home occupations. Also, home occupation day care may be conducted outside on the premises using yard furnishings customary to the residential setting. Additional traffic generation from one delivery and one pick up of each individual each day shall be considered within the limitations of item "e" above. The Board of Zoning Appeal's deliberations shall include, but not be limited to, the following items:

1. the size of the residence and the outside recreation area;
2. parking and vehicular access to the residence and its ability to accommodate the drop-off and pick-up of the additional individuals;
3. the stated opinions of the surrounding property owners; and
4. if requested, the acceptability of having an employee ("caregiver" as defined by the South Carolina Department of Social Services) who is not a resident of the dwelling unit.

21.30 Permitted Uses by District

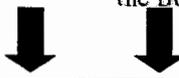
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- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

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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 Zoning Appeals as outlined in Article 12 of this Ordinance.



RI	R2	R3	D	RA	RD	LC	CI	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 Operations
		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	Child or Adult Day Care									
XX	Churches										
					XX				XX	XX	Communication Towers
XX	XX	XX	XX	XX	XX			XX	XX	XX	Community Education
					XX			XX	XX	XX	Construction Services



R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
			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	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)
		XX	XX	XX	XX	XX	XX	XX	XX	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	XX	Mining (Limited)
					XX				XX	XX	Mining (Intermediate)
					XX				XX	XX	Mining (Extensive)
XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	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	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Natural Reserves
				XX	Non-Assembly Cultural						
	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	Nursing Homes
					XX		XX	XX	XX	XX	Personal Convenience Services
			XX	XX	XX	XX	XX	XX	XX	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	XX	XX	XX	XX	XX	XX	XX	XX	XX	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

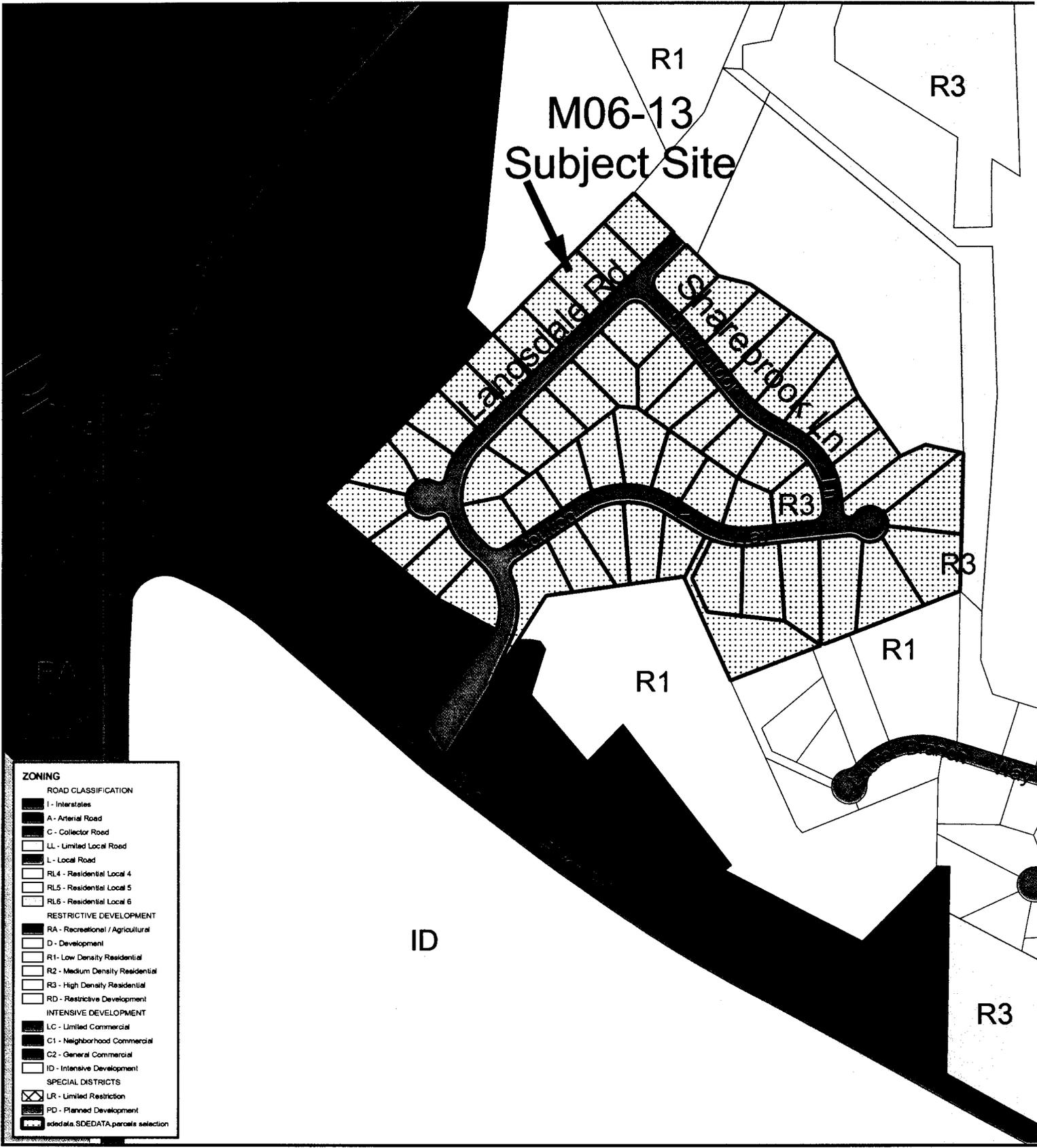


RI	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					XX				XX	XX	Salvage/Wrecking Yard
					XX				XX	XX	Scrap Operations
					XX		XX	XX	XX	XX	Business Parks
					XX			XX	XX	XX	Shopping Centers
					XX				XX	XX	Industrial Parks
					XX			XX	XX	XX	Towing and Impoundment Lot
					XX			XX	XX	XX	Trade Enterprises
					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.

R1
M06-13
Subject Site

R3



ZONING

ROAD CLASSIFICATION

- 1 - Interstates
- A - Arterial Road
- C - Collector Road
- LL - Limited Local Road
- L - Local Road
- RL4 - Residential Local 4
- RL5 - Residential Local 5
- RL6 - Residential Local 6

RESTRICTIVE DEVELOPMENT

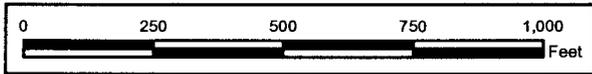
- RA - Recreational / Agricultural
- D - Development
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- RD - Restrictive Development

INTENSIVE DEVELOPMENT

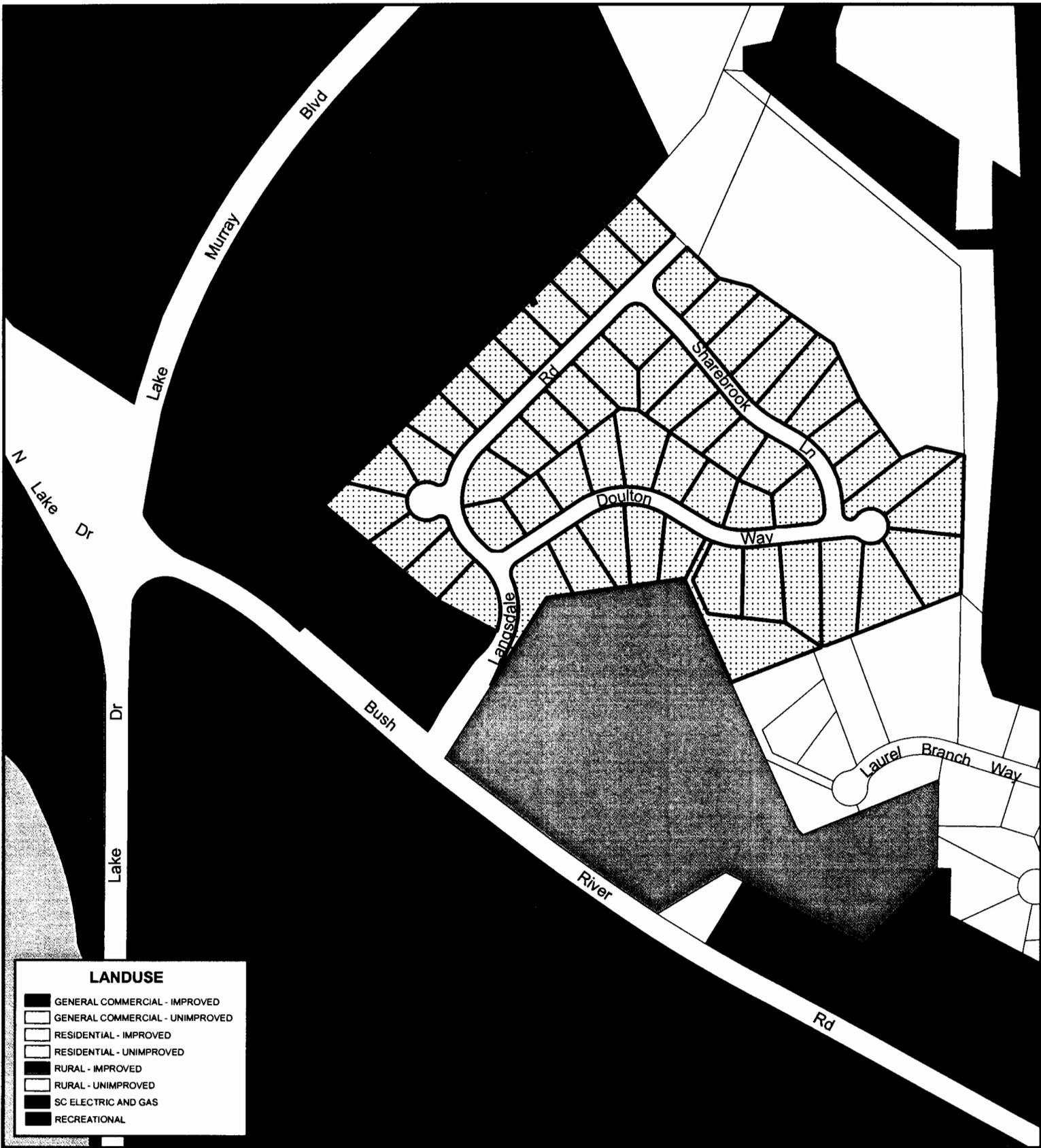
- LC - Limited Commercial
- C1 - Neighborhood Commercial
- C2 - General Commercial
- ID - Intensive Development

SPECIAL DISTRICTS

- LR - Limited Restriction
- PD - Planned Development
- ededata.SDEDATA.parcels selection



Existing Zoning
Map Amendment # M06-13
TMS # 002634-01-001-056



**Existing Landuse
 Map Amendment # M06-13
 TMS # 002634-01-001-056**

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 06-17

AN ORDINANCE APPROVING THE OPTION AND CONTRACT FOR THE SALE OF CERTAIN REAL PROPERTY FROM THE COUNTY OF LEXINGTON TO AGRICULTURAL ETHANOL PRODUCTS, LLC.

WHEREAS, the County of Lexington owns a tract of land consisting of approximately 175 acres, more or less, located at the Intersection of Windmill Road and Diamond Road, in or near Batesburg-Leesville, South Carolina and being more fully shown on a plat prepared by for Fred A. Rose, by William J. Schumpert, dated July 8, 1999, and recorded in the Office of the Register of Deeds for Lexington County in Slide 536, Plat 1.

WHEREAS, the County has been in discussions with Agri-Ethanol Products, LLC (AEP) in regards to the possible purchase of the subject property from the County of Lexington; and,

WHEREAS, the County expects AEP to make a significant investment in the subject property and employ a significant number of people; and,

WHEREAS, the County has determined that it would be in the public interest and would serve a public purpose to convey the subject property to AEP for the purposes of industrial development and for the jobs created in this area of the County;

NOW THEREFORE, be it ordained and enacted by Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the option and contract attached hereto as Exhibit "A".

Section 2. The Chairman of the Lexington County Council is hereby authorized and directed to execute the option and contract and deliver the deed and any other closing documents

as required in the attached option and contract for the purposes of closing the sale of the subject property.

Enacted this _____ day of _____, 2006.

M. Todd Cullum, Chairman

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

This Option to Purchase ("Option") is made and entered into on this 4th day of October 2006, by and between Lexington County, South Carolina (hereinafter referred to as "Grantor") and AEP Properties, LLC, a North Carolina limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor, for and in consideration of an option fee in the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee") to be held by GRANTOR'S ATTORNEY in its trust account, the receipt and adequacy of which is hereby acknowledged by Grantor, does hereby give and grant unto Grantee, its heirs, successors and assigns, the exclusive right and option to acquire all of the real property together with all improvements located thereon, lying and being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, which contains approximately 166.78 acres, more or less, and Tract B, which contains approximately 8.84 acres, more or less, to be determined by a survey prepared at Grantee's expense and acceptable to Grantor and Grantee, which is attached hereto as Exhibit A (the "Property"), on the terms and conditions hereinafter set forth for a purchase price of Five Hundred Five Thousand and no/100 (\$505,000.00) Dollars.

This Option shall be for a period of ninety (90) days (the "Option Period") from the date recited above and shall exist and continue until midnight on the 90th day after the date recited above. Subject to the terms and conditions recited in this Option, Grantee may exercise this Option by hand delivery or deposit of written notice by certified, registered, return receipt requested, or overnight mail, to Grantor's attorney, at 212 S. Lake Drive, Lexington, South Carolina 29072, sent in time for receipt on or before the end of the Option Period or any Option Extension Period (defined below) which the Grantee has obtained from the Grantor. The Option Fee to be paid in the amount of One Thousand and No/100 Dollars (\$1,000.00) shall be considered as a credit against the Purchase Price at the time of Closing.

Grantee may extend this Option for three (3) additional option periods of thirty (30) days each (the "Option Extension Period") by paying to the Grantor One Thousand No/100 Dollars (\$1,000.00) (the "Option Extension Fee") for each Option Extension Period on or before the end of the term of the original Option Period or the then current Option Extension Period. The Option Extension Fees shall be considered a credit against the Purchase Price at the time of Closing.

The Option Fee and Option Extension Fee(s) shall be non-refundable so long as the Grantor does not commit a material breach of the Option or the Contract (defined below).

OTHER TERMS AND CONDITIONS:

1. **Liabilities.** Grantor will convey good and marketable title to the Property to the Grantee by Limited warranty deed, free and clear of all liabilities, liens, claims, encumbrances and other matters adversely affecting title and Grantee's use of the Property other than the "Permitted Exceptions" defined in the Contract and subject to the terms set forth in the Contract.
2. **Contract Preparation.** At the expiration of the Option Period (including any extensions thereof), Grantor and Grantee will sign a contract for the purchase and sale of the Property in form and substance substantially similar to the draft contract attached hereto as Exhibit B (the "Contract") and the parties will use diligence and good faith in finalizing said Contract in a timely manner.

3. Closing. The Closing Date for the conveyance of the Property from the Grantor to the Grantee shall occur no later than one (1) year after the full signing of the Contract by the Grantor and Grantee.
4. Survey & Title; Additional Reports. Grantor will provide Grantee with all current title information and a copy of existing surveys on the Property, as well as any other applicable information related to title and environmental reports in Grantor's possession, within five (5) business days of the full signing of the Option, and until Closing, Grantor will provide updates of said title information, surveys and other applicable information in a timely manner as the Grantor obtains them, but Grantor shall have no obligation to obtain updates of such information and reports.
5. Default. In the event the Grantor fails to convey the Property to the Grantee under the terms and conditions hereof, or the terms and conditions of the subsequent Contract, the Grantee shall have the remedy of specific performance.
6. Right of Access. At any time after the signing hereof the Grantee shall have a right of entry onto the Property for surveying, inspection, and other studies, at Grantee's sole cost and expense. Grantee shall obtain Grantor's written permission prior to conducting a Phase II Environmental Site Assessment or any testing beyond a Phase I Environmental Site Assessment, which shall not be unreasonably withheld. Grantee shall repair any damage to the Property or surrounding properties caused by it or anyone acting on its behalf. Grantee shall indemnify Grantor for any loss, damage and liability caused by any actions by Grantee or any agent or servant of Grantee.
7. Cooperation. The Grantor acknowledges that a number of permits and entitlements need to be obtained by the Grantee for its intended use of the Property. The Grantor agrees that it will cooperate with the Grantee in a timely and commercially reasonable manner and at no expense to the Grantor to assist the Grantee in obtaining the necessary permits and entitlements from the appropriate governmental agencies.
8. Transfer of Option. This Option may be assigned or transferred by Grantee to any of its principal owner(s) or any entity affiliated with Grantee or its principal owner(s).
9. Option is Binding. This Option shall be binding on the successors and/or assigns of Grantee and Grantor.
10. Recording Option. Grantee and Grantor agree this Option, or a memorandum thereof, may be recorded in the office of the applicable Register or Recorder of Deeds.
11. Intent. The parties intend for this Option, once executed, to contain sufficient specificity to obligate the Grantor to the terms hereof and to entitle the Grantee to close on the purchase of the Property at its option. Grantor agrees to execute any and all additional documents necessary to comply with any laws required to enforce this option in the jurisdiction in which the Property is located.
12. Exclusive. During the Option Period and any Option Extension Periods, Seller shall not market, engage in any discussion regarding the sale, lease or other disposition, or entertain or solicit offers for the purchase of, the Property.

In witness whereof, the parties have duly authorized and caused this Option to Purchase to be duly executed, the day and year first above written.

BUYER:

GRANTOR:

AEP PROPERTIES, LLC

By:

David L. Brady
David L. Brady, President

Date:

10/9/2006

STATE OF
COUNTY OF

North Carolina
Wake

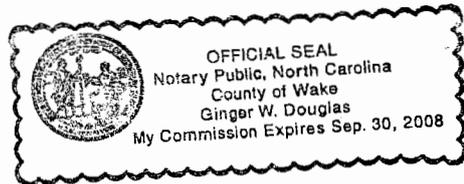
I, the undersigned Notary Public of said county and state, hereby certify that DAVID L. BRADY personally came before me this day and acknowledged that he is President of AEP PROPERTIES, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its President.

Witness my hand and official stamp or seal, this 10th day of October, 2006.

Notary Public

My Commission expires:

9-30-2008



STATE OF SOUTH CAROLINA
COUNTY OF _____

I, _____, the undersigned Notary Public of County and state aforesaid, certify that SELLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this the _____ day of _____, 2006.

Notary Public

My Commission expires: _____

Exhibit A

Description of Property

All that certain piece, parcel or tract of land, being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, containing 166.78 acres and Tract B, containing 8.84 acres on plat prepared for Fred A. Rose, by William J. Schumpert, S.C.R.L.S. dated July 8, 1999, recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 536, Plat 1, and having such boundaries and measurements as will more fully appear by reference to said plat.

EXHIBIT B

Draft Purchase Contract

STATE OF South Carolina
COUNTY OF Lexington

AGREEMENT OF PURCHASE
AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ___ day of _____, 2006, by and between County of Lexington (hereinafter referred to as Seller) and AEP Properties, LLC, a North Carolina limited liability company (hereinafter referred to as Purchaser).

WITNESSETH:

1. Contract to Purchase. Purchaser hereby agrees to purchase, and Seller hereby agrees to sell and convey, all of that Property described on Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the terms and conditions set out herein.

2. Purchase Price. The purchase price for the Property is Five Hundred Five Thousand Dollars (\$505,000.00) (the "Purchase Price") which shall be paid as provided below.

(a) A payment to Seller of cash or cash equivalent at the signing of this Agreement in the sum of One hundred Thousand and No/100 Dollars (\$100,000.00) (the "Contract Deposit"). If Closing of this transaction as called for in paragraph 9 hereof does not occur due to the breach by Seller hereof or of the Option executed by the parties hereto on the day of _____, 200__, or due to the failure of any conditions listed in Section 3 below, then the Contract Deposit shall be returned to Purchaser; otherwise, this Contract Deposit shall be non-refundable.

(b) The balance of the Purchase Price will be due at Closing in cash or cash equivalent such as bank certified funds or wire transfer.

3. Conditions.

(a) As of the Closing Date, there must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for the construction and operation of an ethanol producing facility.

(b) All mortgages, liens and other charges against the Property not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing. If there is a defect in the chain of title other than a monetary lien that can be satisfied by the monetary payment, the Seller has no obligation to remedy the defect. In such case, the Purchaser may terminate the contract and the earnest money shall be returned to the Purchaser and there shall be no liabilities to either party.

(c) Possession must be delivered at Closing without any third party tenant in possession or lease encumbrance, and title must be delivered at Closing by general warranty deed, and must be fee

simple marketable title, free of all encumbrances except: *ad valorem* taxes for the current year (prorated through the date of closing); utility easements and un-violated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Purchaser.

4. Special Assessments. Seller warrants that there are no (i) governmental special assessments, either pending or confirmed of any kind, including but not limited to, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or (ii) Owner's association special assessments, except as follows: None. Seller shall pay any and all such assessments, if any, prior to the Closing.

5. Prorations and Adjustments. Unless otherwise provided, the following items shall be prorated at Closing on a calendar year basis; (a) *Ad valorem* taxes on real property; (b) *Ad valorem* taxes on personal property; and (c) association dues, and other like charges.

6. Closing Expenses. Seller shall pay for (i) preparation of a deed. Purchaser shall pay for recording the deed and for all costs incurred in connection with any purchase-money financing. Purchaser shall pay for any documentary stamps required to record the deed. Neither party is represented by a real estate broker.

7. Evidence of Title. Seller agrees to use its best efforts to deliver to Purchaser within fifteen (15) days of execution of this Agreement copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, environmental studies, and surveys.

8. Closing. Closing shall be defined as the date and time of delivery of the deed and the balance of the Purchase Price. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the date which is one (1) year from the date hereof, at a place designated by Purchaser. This deed is to be made to Purchaser or to a person or persons designated by Purchaser.

9. Assignments. Except as provided below, this Agreement may not be assigned in whole or in part without the written consent of all parties, which shall not be unreasonably withheld, but if assigned by agreement, then this Agreement shall be binding on the assignee and its heirs and successors. Anything herein to the contrary notwithstanding, Purchaser may, without Seller's prior written consent, assign its rights and obligations hereunder in the same manner as provided in the Option.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their heirs, successors and permitted assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. Survival. If any provision herein contained which by its nature and effect is required to or should be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. Environmental. Seller is not aware of any hazardous substances (as hereinafter defined) on the subject property. The subject property is sold AS IS.

(a) Purchaser hereby indemnifies, defends and holds harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses,

injuries, damages, expenses or costs, including interest and attorneys' fees, incurred by, claimed or assessed against Seller under any laws, rules, regulations including, without limitation, Applicable Laws (as hereinafter defined), in any way connected with any injury to any person or damage to any property or any loss to Seller occasioned in any way by Hazardous Substances (as hereinafter defined) brought onto the Property after the date of Closing.

(b) Without limiting its obligations under any other paragraph of this Agreement, each party shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Property occasioned by Hazardous Substances, in the case of Seller, located at the Property as of the date of Closing and, in case of Purchaser, brought onto the Property after the date of Closing. The responsibility conferred under this paragraph includes but is not limited to responding to such orders on behalf of the other party and defending against any assertion of the other party's financial responsibility or individual duty to perform under such orders. Each party shall assume, as described above, any liabilities or responsibilities which are assessed against the other party in any action described under this paragraph.

(c) Definitions.

(i) "Hazardous Substance(s)" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended, or in the regulations implementing such statutes, or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under any other Applicable Laws (as hereinafter defined). The term "Hazardous Substance(s)" shall also include, without limitation, hazardous or toxic raw materials, hazardous or toxic building components, the hazardous or toxic products of any manufacturing or other activities on the Property, hazardous or toxic wastes, petroleum products, or special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. §§ 3011, et seq., as amended.

13. Utilities. There is no water and sewer available at the subject property.

14. Notices and Payments. Any notice, document or payment required or permitted to be delivered hereunder, shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties at the respective addresses set out below, or at such other address as they shall have specified by written notice:

Seller:

ATTN: _____

cc: _____

Purchaser:

AEP Properties, LLC
ATTN: David L. Brady, President
3209-111 Gresham Lake Road
Raleigh, NC 27615

cc: Thomas J. Wilson
Wilson & Ratledge, PLLC
PO Box 31447
Raleigh, NC 27622

15. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement, Amendment and Waiver. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed by both parties with the same formality as this Agreement.

17. Memorandum. The parties agree to execute a memorandum or "short form" of this Agreement for recording. The memorandum shall describe the parties, the Property, and the necessary terms of this Agreement of Purchase and Sale, and shall incorporate this Agreement by reference.

18. Law, Jurisdiction, Venue. The terms of this contract shall be interpreted pursuant to the laws of the State of South Carolina. Any litigation that may arise shall be brought in State Circuit Court and venue shall be in Lexington, South Carolina.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement, effective as of the later of the two signatures below.

SELLER:

PURCHASER:
AEP PROPERTIES, LLC

By: _____

Print Name and Title

By: _____
David L. Brady, President

Date: _____

Date: _____

Exhibit A

Description of Property

All that certain piece, parcel or tract of land, being near the Town of Batesburg-Leesville, in the County of Lexington, State of South Carolina, and shown as Tract A, containing 166.78 acres and Tract B, containing 8.84 acres on plat prepared for Fred A. Rose, by William J. Schumpert, S.C.R.L.S. dated July 8, 1999, recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 536, Plat 1, and having such boundaries and measurements as will more fully appear by reference to said plat.