

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, December 11, 2007
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

1:00 p.m. - 2:20 p.m. - Economic Development

- (1) Approval of Resolution Authorizing the Amendment of the Agreement for Development of Joint County Industrial Park Executed on July 28, 1998, by and Among Newberry County and Lexington County to Include Additional Property in Newberry County as Part of the Joint County Industrial Park - Economic Development - Al Burns, Director **A**
- (2) Farmers Market Agreement with 321 Lexington Associates, LLC - Economic Development - Al Burns, Director **B**
- (3) Project Vision - Economic Development - Al Burns, Director and John Fechtel, Director of Public Works
- (4) Approval of Minutes - Meetings of October 23, November 9 and November 13, 2007 **C**
- (5) Old Business/New Business
- (6) Adjournment

2:20 p.m. - 2:40 p.m. - Planning & Administration

- (1) Zoning Map Amendment M07-05 - 5609 Wescott Road, Columbia - 2nd Reading **D**
- (2) Zoning Map Amendment M07-08 - 1731 Bush River Road - 2nd Reading **E**
- (3) Approval of Minutes - Meetings of October 23 and November 13, 2007 **F**
- (4) Old Business/New Business - Landscape Ordinance, Digital Billboards
- (5) Adjournment

2:40 p.m. - 2:50 p.m. - Justice

- (1) 2007 State Criminal Alien Assistance Program (SCAAP) Grant Award - Sheriff's Department - Col. Allan Paavel **G**
- (2) Crime Scene Investigative Unit Grant Application - Sheriff's Department - Col. Allan Paavel **H**
- (3) School Resource Officers Grant Application - Sheriff's Department - Col. Allan Paavel **I**
- (4) Palmetto Pride Enforcement Grant Application - Sheriff's Department - Col. Allan Paavel **J**
- (5) Judicial Center Security Grant Application - Sheriff's Department - Col. Allan Paavel **K**
- (6) Approval of Minutes - Meetings of October 23 and November 13, 2007 **L**
- (7) Old Business/New Business
- (8) Adjournment

2:50 p.m. - 3:00 p.m. - Health & Human Services

- (1) 2007 Supplemental Local Planning Grant (SLPG) Application - Public Safety/Emergency Preparedness - Mike McMasters, Emergency Management Coordinator **M**
- (2) Volunteer Strategic Assistance & Fire Equipment Pilot Grant Application - Public Safety/Fire Service - Chief Russell Rawl **N**
- (3) Appointment of Code Enforcement Officer - Animal Services - Chris Folsom, Animal Services Coordinator..... **O**
- (4) Approval of Minutes - Meetings of October 23 and November 13, 2007 **P**
- (5) Old Business/New Business
- (6) Adjournment

3:00 p.m. - 3:30 p.m. - Public Works

- (1) Dirt Road Paving Alternatives (Goal 3) - Public Works - John Fechtel, Director **Q**
- (2) Retrospective of Maintenance of County/Municipal Roads - Public Works – Don Rumbaugh, Engineering Associate IV **R**
- (3) Approval of Minutes - Meetings of October 23 and November 13, 2007 **S**
- (4) Old Business/New Business - Land Dev. Guidelines 4.3.3 and 3.4.4, Paving policy, Policy for skip paving
- (5) Adjournment

3:30 p.m. - 3:45 p.m. - Solid Waste Landfill

- (1) Solid Waste Palmetto Pride Grant Application - Solid Waste Management - Joe Mergo, Deputy County Administrator **T**
- (2) Curbside Collection Update (Goals 1,2,3) - Joe Mergo, Deputy County Administrator
- (3) Old Business/New Business - Solid Waste Funding
- (4) Adjournment

3:45 p.m. - 4:15 p.m. - Airport

- (1) Airport Capital Improvement Plan (ACIP) FY 2009-2013 (Goals 1,2,3) - Katherine Hubbard, County Administrator **U**
- (2) Windsock Replacement and Prox-Card Installation - Katherine Hubbard, County Administrator **V**
- (3) Approval of Minutes - Meeting of November 13, 2007 **W**
- (4) Old Business/New Business
- (5) Adjournment

4:00 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Building Use and Naming Policy **X**
- (2) Approval of Minutes - Meetings of October 23 and November 13, 2007 **Y**
- (3) Old Business/New Business
- (4) Adjournment

Economic Development

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

Justice

B. Banning, Sr., Chairman
J. Kinard, V Chairman
S. Davis
B. Keisler
B. Derrick

Public Works

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

Airport

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

Planning & Administration

J. Jeffcoat, Chairman
S. Davis, V Chairman
D. Summers
J. Carrigg, Jr.
B. Banning, Sr.
B. Derrick

Health & Human Services

J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
D. Summers
B. Keisler
B. Banning, Sr.
B. Derrick

Solid Waste Landfill

J. Kinard, Chairman
B. Keisler, V Chairman
S. Davis
J. Jeffcoat
B. Derrick

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, December 11, 2007
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

Presentation of the Storm Ready Award by Mr. Steven J. Naglic, Warning Coordination Meteorologist, U.S. Department of Commerce National Oceanic and Atmospheric Administration, National Weather Service

Employee Recognition - Katherine Hubbard, County Administrator

Presentation of Resolution

- (1) Deputy Solicitor Samuel Richardson “Rick” Hubbard, III Presented by Councilman Johnny Jeffcoat

Resolutions.....Z

- (1) Carl M. Hust
- (2) William O. “Bill” Rowell
- (3) Funding and Construction of Interchange at Savany Hunt Road and I-26

Appointments1

Bids/Purchases/RFPs

- (1) Request for Approval to Utilize Competitive Sealed Proposal Process for Pets Services.....2
- (2) Soliciting Full Line Grocery Chains for Christmas Gift Cards.....3
- (3) Phase IB and II Roadway and Water System Improvements - Saxe Gotha Industrial Park Project - Economic Development.....4
- (4) CAMA & ROD Systems Development - Information Services.....5
- (5) One (1) Network Core Router – Information Services6
- (6) Internet Traffic Shaping Device - Library Services7
- (7) 911 Communications Center & Emergency Operations Center Request for Qualifications - Public Safety/Communications8
- (8) Portable Back-Up PSAP/Radio Equipment - Public Safety/Communications9
- (9) Four (4) Dell Latitude Laptop Personal Computers with Docking Stations - Public Safety/EMS10

(10) Two (2) 800 MHz Radios with Antennas - Public Safety/EMS	11
(11) Track Mini Excavator - Public Works	12
(12) Four (4) 800 MHz Radios with Accessories - Sheriff's Department.....	13
(13) Fleet Vehicle Additions - Sheriff's Department.....	14
(14) Replacement Parts for Core Hub - Sheriff's Department.....	15

Chairman's Report

Administrator's Report

Approval of Minutes - Meetings of November 13 and November 15, 2007	16
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Zoning Amendment

(1) Zoning Map Amendment M07-09 - 3512 Bush River Road, Columbia - Announcement of 1 st Reading	17
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Ordinances

(1) Ordinance 07-11 - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year 2007-2008 - 2 nd Reading	18
(2) Ordinance 07-16 - An Ordinance to Impose a Registration Fee for Manufactured Homes that are Registered With the County - 3 rd and Final Reading	19
(3) Ordinance 07-17 - An Ordinance Authorizing an Amendment to a Lease Agreement Dated as of December 1, 1996 Between Lexington County and Michelin North America, Inc. to Grant the Company Certain Infrastructure Tax Credits; Authorizing the Issuance of Lexington County Industrial Revenue Bonds in One or More Series Through December 31, 2012, in an Aggregate Principal Amount Not Exceeding \$300,000,000 - 3 rd and Final Reading	20

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Approval of Resolution Authorizing the Amendment of the Agreement for Development of
Joint County Industrial Park Executed on July 28, 1998, by and Among Newberry County
and Lexington County to Include Additional Property in Newberry County as Part of the
Joint County Industrial Park - **Tab A**
- (2) Farmers Market Agreement with 321 Lexington Associates, LLC - **Tab B**

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Map Amendment M07-05 - 5609 Wescott Road, Columbia - 2nd Reading - **Tab D**
- (2) Zoning Map Amendment M07-08 - 1731 Bush River Road - 2nd Reading - **Tab E**

Justice, B. Banning, Chairman

- (1) 2007 State Criminal Alien Assistance Program (SCAAP) Grant Award - **Tab G**
- (2) Crime Scene Investigative Unit Grant Application - **Tab H**
- (3) School Resource Officers Grant Application - **Tab I**

- (4) Palmetto Pride Enforcement Grant Application - **Tab J**
- (5) Judicial Center Security Grant Application - **Tab K**

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

- (1) 2007 Supplemental Local Planning Grant (SLPG) Application - **Tab M**
- (2) Volunteer Strategic Assistance & Fire Equipment Pilot Grant Application - **Tab N**
- (3) Appointment of Code Enforcement Officer - **Tab O**

Solid Waste Landfill, J. Kinard, Chairman

- (1) Solid Waste Palmetto Pride Grant Application - **Tab T**

Airport, T. Cullum, Chairman

- (1) Airport Capital Improvement Plan (ACIP) FY 2009-2013 - **Tab U**
- (2) Windsock Replacement and Prox-Card Installation - **Tab V**

6:00 P.M. - Public Hearings

- (1) Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Not Exceeding \$7,500,000 Economic Development Revenue Bonds (EverMay at Rapha Project), in One or More Series, Pursuant to the Provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976 as Amended **21**
- (2) Ordinance 07-18 - An Ordinance Amending Section 10 of Ordinance 97-15 Which Sets Forth the Procedure for Distribution of Fee in Lieu of Taxes Received from the Saxe Gotha Property that is Located in the Joint Multi-County Industrial Park **22**
- (3) Ordinance - 07-20 - An Ordinance Authorizing the Execution and Delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement by and Between Lexington County, South Carolina, and Hahl Inc., its Affiliates and Assigns, to Provide for a Fee-in-Lieu of Ad Valorem Taxes Arrangement with Lexington County, South Carolina; to Provide for the Inclusion of the Company in a Multi-County Business or Industrial Park; and Other Matters Thereto Related..... **23**

Ordinances

- (1) Ordinance 07-18 - An Ordinance Amending Section 10 of Ordinance 97-15 Which Sets Forth the Procedure for Distribution of Fee in Lieu of Taxes Received from the Saxe Gotha Property that is Located in the Joint Multi-County Industrial Park - 3rd and Final Reading - **Tab 22**
- (2) Ordinance - 07-20 - An Ordinance Authorizing the Execution and Delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement by and Between Lexington County, South Carolina, and Hahl Inc., its Affiliates and Assigns, to Provide for a Fee-in-Lieu of Ad Valorem Taxes Arrangement with Lexington County, South Carolina; to Provide for the Inclusion of the Company in a Multi-County Business or Industrial Park; and Other Matters Thereto Related - 3rd and Final Reading - **Tab 23**

Resolution

- (1) Resolution in Support of the Issuance by the South Carolina Jobs-Economic Development Authority of its Not Exceeding \$7,500,000 Economic Development Revenue Bonds (EverMay at Rapha Project), in One or More Series, Pursuant to the Provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976 as Amended**24**

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.**

A RESOLUTION
(LEXINGTON COUNTY)

AUTHORIZING THE AMENDMENT OF THE AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK EXECUTED ON JULY 28, 1998, BY AND AMONG NEWBERRY COUNTY, SOUTH CAROLINA AND LEXINGTON COUNTY, SOUTH CAROLINA, PROVIDING FOR THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN NEWBERRY COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL PARK, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the "County") and Newberry County, South Carolina (jointly, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Lexington County entered into an agreement with Newberry County to develop jointly an industrial and business park (the "Park") as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"); and

WHEREAS, the Counties executed an Agreement for Development of Joint County Industrial Park on July 28, 1998 (the "Agreement"); and

WHEREAS, on or about October 16, 2007, Newberry County and Nasmyth Precision Products, Inc. (the "Company") entered into a fee-in-lieu-of-tax arrangement by which the Company committed to construct within Newberry County an engineering, manufacturing, and corporate headquarters facility (the "Project") to be temporarily located within Newberry County at one or more locations (the "Temporary Site"), and, thereafter, to be permanently located within a new Class A industrial park; and

WHEREAS, the Temporary Site is not currently included within the Park; and

WHEREAS, the County desires to add the Temporary Site to the Park so that the Company may receive all of the benefits which may accrue to the Company as a result of the Project's location within the Park.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Lexington County, South Carolina (the "County Council") as follows:

Section 1. Amendment of Agreement. Pursuant to Section 3b. of the Agreement, the Agreement is hereby amended to include within the Park the Temporary Site, the legal description of which is attached hereto as Exhibit A.

Section 2. Effectiveness of Resolution. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the office of the County.

Adopted in meeting duly assembled this ____ day of _____ 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman, County Council of
Lexington County, South Carolina

By: _____
Katherine L. Hubbard, Administrator, Lexington
County, South Carolina

(SEAL)

ATTEST:

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

Exhibit A

Legal Description of Temporary Site

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, fronting on South Carolina State Highway 34 and being more particularly described as a ten (10) acre tract of land on a plat thereof prepared for Knight Industries on April 5, 1993 by Foard H. Talbert, Jr. P.L.S. recorded on April 27, 1993 in the Office of the Clerk of Court for Newberry County in Plat Book S 287 at page 4; reference being made to said plat for a more accurate and complete description thereof.

Derivation: This being the same piece of property conveyed to Sea Pro Boats, Inc. by deed of Knight Textile Industries, Inc. dated May 11, 2004 and recorded May 12, 2004 in Book 956 at page 87.

TMS #: 294-22

Document not available at this time.

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, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M07-05**

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

5609 Wescott Road, Columbia, SC 29212

Zoning Classifications: (Current) D (Development) (Proposed) C2 (General Commercial)

TMS#: 002798-02-002 & 032 Property Owner: Matthew B. Lashway

Reason for the request: To make zoning classification consistant with adjoining properties to inable future development of proposed business plans.

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: 4/24/2007 Applicant: Owner Agent

Phone #(s): home (803) 407-1720 cell (803) 727-2200 fax (803) 772-2388

Signature: _____ Printed Name: Chris Kokolis

Street/Mailing Address: 16 Sagefire Court, Irmo, SC 29063

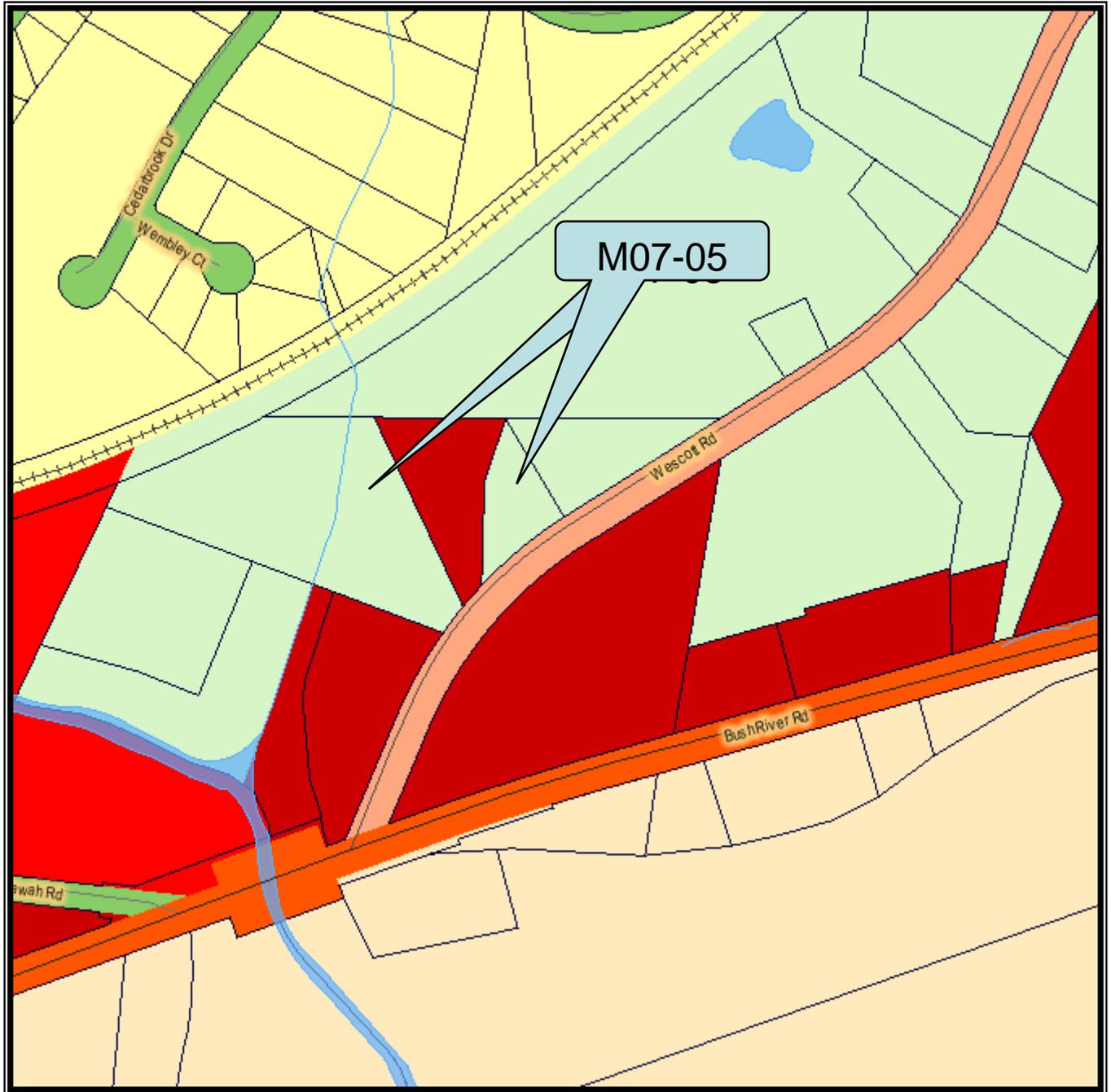
4/24/07	Application Received	4/24/07	Fee Received
5/24/07	Newspaper Advertisement	5/25/07	Property Posted
5/29/07	Notices Mailed	6/21/07	Planning Commission

Planning Commission Recommendation: Recommended approval by 6 – 0 vote.

5/08/07	First Reading	6/12/07	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M07-05



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M07-05

5609 Wescott Rd



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M07-08**

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

1731 Bush River Road Columbia SC 29210

Zoning Classifications: (Current) R1 (Proposed) C2

TMS#: 003697-05-018 Property Owner: State of South Carolina(Divison of General Services)

Reason for the request: The activity (office) is a legal nonconformity. The proposed change to C2 will allow the activity to become an allowed use. This site was the old Bell South office. It is currently used as an office by S.L.E.D. (South Carolina Law Enforcement Division).

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: 6/18/2007 Applicant: Owner Agent

Phone #(s): work 803-785-8121 _____

Signature: _____ Printed Name: Bruce Hiller, Dev. Administrator

Street/Mailing Address: 212 S. Lake Dr., Ste. 401 Lexington SC 29072

6/18/2007	Application Received
10/04/2007	Newspaper Advertisement
10/04/2007	Notices Mailed

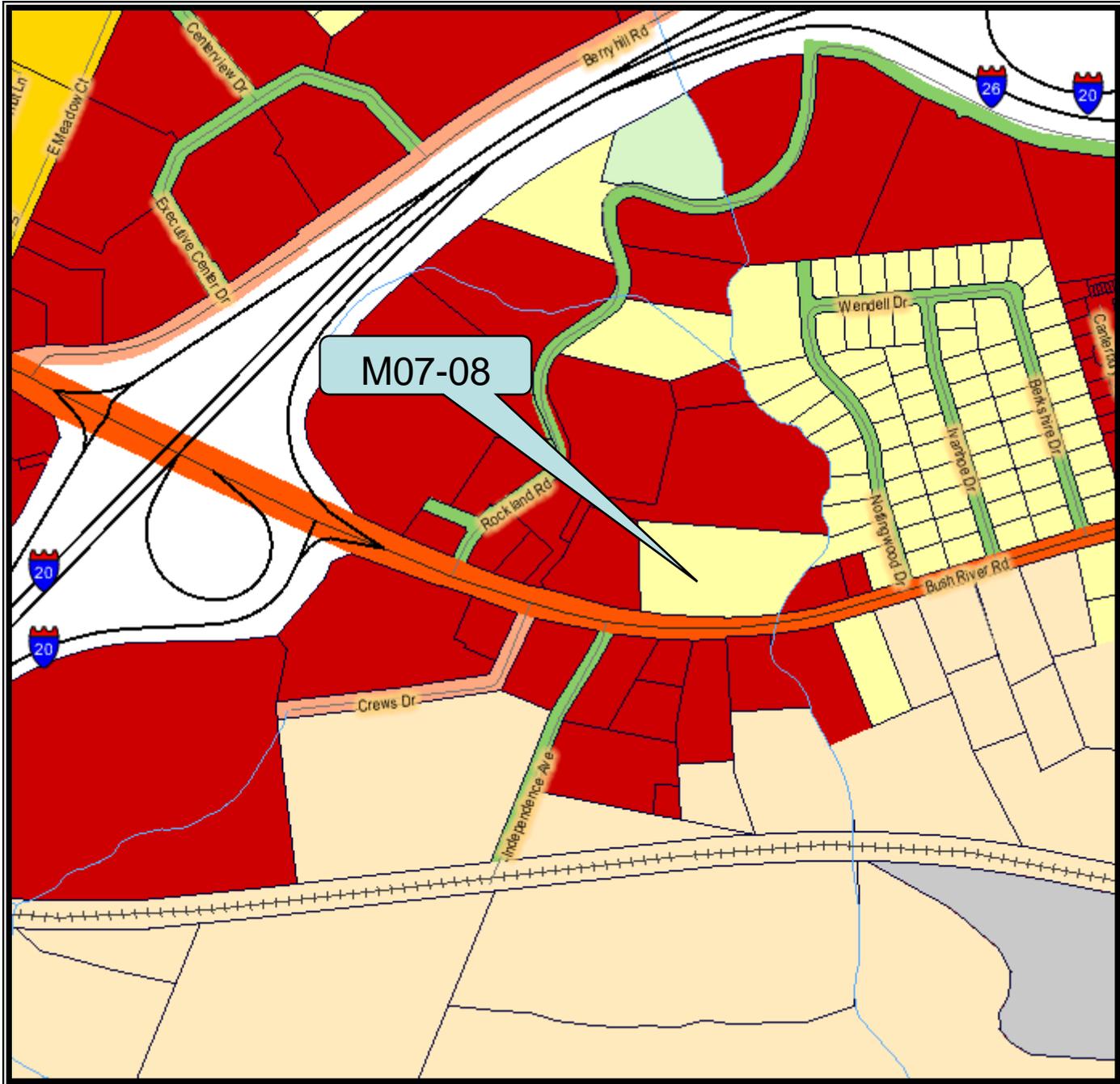
N/A	Fee Received
10/08/2007	Property Posted
11/15/2007	Planning Commission

Planning Commission Recommendation: Recommended approval by 7-0 vote

8/28/07	First Reading	10/23/07	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M07-08



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M07-08

1731 Bush River Rd



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

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.

Diana Burnett

From: Adam Dubose [adubose@lex-co.com]
Sent: Friday, November 16, 2007 12:39 PM
To: Diana Burnett
Subject: Fw: EXCITING NEWS!!! The FY2007 SCAAP Awards have been Announced

Justice Benefits, Inc.

November 15, 2007

VIA EMAIL

Adam Dubose
Grants Manager
Lexington County, SC

RE: FY2007 SCAAP AWARDS ANNOUNCED

Exciting News!!! The Bureau of Justice Assistance (BJA) of the federal government has released the Award Payment List for the FY2007 State Criminal Alien Assistance Program (SCAAP). JBI is pleased to inform you that **Lexington County** was awarded **\$38,448.00**. BJA will shortly activate the drawdown link in the Grants Management System, and you will then be able to accept your award.

There is a deadline to draw-down the money. Once you receive your official notification from BJA, you must accept your award through the GMS within 45 calendar days. Once 45 days elapses, the award may no longer be available.

Once we discover that BJA has activated the drawdown link in the GMS, we will email you the detailed drawdown procedures. JBI's Help Desk will also be available to provide assistance with the drawdown procedure, if needed. Please feel free to call us at **800-576-3518**.

Finally and most importantly, we would like to commend the many individuals on your staff for the wonderful spirit of cooperation in working with JBI as we analyzed data and prepared Lexington County's claim. It was only through the "partnership" of Lexington County and JBI that led to the ultimate success of this most deserved award for the FY2007 State Criminal Alien Assistance Program.

Please do not hesitate to contact JBI regarding any questions to this email or other questions pertaining to the SCAAP Program.

Sincerely,

Chris Courcy
Vice President of Client Services

Diana Burnett

From: Adam Dubose [adubose@lex-co.com]
Sent: Friday, November 16, 2007 12:39 PM
To: Diana Burnett
Subject: Fw: 2007 SCAAP Award Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your FY 2007 State Criminal Alien Assistance Program (SCAAP) award is complete and will be ready for drawdown at 10:00am et. on November 16, 2007. To view the FY 2007 SCAAP awards, visit <http://www.ojp.usdoj.gov/BJA/grant/07SCPAY.pdf>

Please follow the instructions below to accept your SCAAP award:

- Access the Grants Management System web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user id and password.
- Locate the Application status block that contains your 2007 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- Click on "Drawdown." This will take you to an acceptance screen that displays your grant number, jurisdiction name, and award amount at the top. Please print this screen for your records.
- Review and click the certification checkbox before accepting the award.
- At the bottom of the screen, there is an "Accept" and "Decline" button. After you accept your award, you will be taken to a screen that confirms your acceptance. **Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your SCAAP award online.**
- Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- Allow 15 business days for the electronic payment process to occur.

For questions concerning your SCAAP award amount, please email BJA at SCAAP@ojp.usdoj.gov. For technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 5 or email GMSHelp@ojp.usdoj.gov. For questions related to the electronic transfer of funds or bank account of record, please contact the OC Customer Service Center at 1-800-458-0786 or AskOC@ojp.usdoj.gov. Should you email GMS or OC, please copy BJA so we may assist with any subsequent follow up, as needed.

Thank you, and congratulations on your SCAAP award.

SCAAP Program Team

Bureau of Justice Assistance

COUNTY OF LEXINGTON
MULTI-CRIME SCENE INVESTIGATIVE UNIT
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Awarded 2007-08	Applied 2008-09	Approved 2008-09
*LE - Multi-Crime Scene Investigative Unit 2490:				
Revenues (Organization: 000000)				
457000	Federal Grant Income	283,680	163,417	0
801000	Op Trn From General Fund/LE	94,560	54,472	0
	** Total Revenue	<u>378,240</u>	<u>217,889</u>	<u>0</u>
	***Total Appropriation	378,240	217,889	0
FUND BALANCE				
	Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected				
	End of Year	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

This grant is split 75% coming from SCDPS and 25% is the County's match.

COUNTY OF LEXINGTON
MULTI-CRIME SCENE INVESTIGATIVE UNIT
Annual Budget
Fiscal Year - 2007-08

Fund: 2490
Division: Law Enforcement
Organization: 151200 - LE/Operations

		<i>BUDGET</i>		
Object Expenditure		2007-08	2008-09	2008-09
Code Classification		Approved	Applied	Approved
Personnel				
510100	Salaries & Wages - 2	88,000	92,400	0
510199	Special Overtime	6,000	6,000	0
511112	FICA - Employer's Portion	7,191	7,528	0
511114	Police Retirement - Employer's Portion	9,416	10,530	0
511120	Insurance Fund Contribution - 2	12,000	12,600	0
511130	Workers Compensation	3,281	3,336	0
511131	SC Unemployment Fund	0	1,500	0
515600	Clothing Allowance	0	1,000	0
	* Total Personnel	125,888	134,894	0
Operating Expenses				
521000	Office Supplies	400	500	0
521200	Operating Supplies	7,350	8,000	0
521206	Training Supplies	0	1,000	0
521208	Police Supplies	1,200	400	0
522300	Vehicle Repairs & Maintenance	1,180	2,000	0
524100	Vehicle Insurance # 2	1,200	1,400	0
524201	General Tort Liability Insurance	1,500	1,875	0
525020	Pagers and Cell Phones	1,400	5,160	0
525030	800 MHz Radio Service Charges	1,400	1,560	0
525041	E-mail Service Charge	0	240	0
525210	Conference & Meeting Expenses	6,000	6,000	0
525400	Gas, Fuel, & Oil	9,260	10,000	0
525600	Uniforms & Clothing	2,300	1,200	0
	* Total Operating	33,190	39,335	0
	** Total Personnel & Operating	159,078	174,229	0
Capital				
540000	Small Tools & Minor Equipment	1,425	3,400	0
540010	Minor Software	1,560	1,300	0
	All Other Equipment	216,177		0
	(2) Metal Detectors		1,200	0
	(6) Dust Lifters		4,000	0
	(6) Alternative Light Sources		5,400	0
	(1) Fire Resistant Storage Cabinet		1,500	0
	(2) Ductless Fume Extractor Hoods		5,000	0
	(2) Fingerprint File Cabinets		3,000	0
	(4) Hydrocarabon Detectors		1,600	0
	(6) Digital Video Camcorders w/ Accessories		7,260	0
	(1) Projector w/ Screen		2,000	0
	(1) Microscope		1,500	0
	Printing Software		5,000	0
	(1) Laptop Computer w/ Accessories		1,500	0
	** Total Capital	219,162	43,660	0
	*** Total Budget Appropriation	378,240	217,889	0

SECTION III. – PROGRAM OVERVIEW

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

By consolidating the resources and expanding knowledge and skills to perform crime scene investigations, the victims of crime will receive the consideration that they deserve. By combining the efforts of the Crime Scene Investigative Unit and focusing on improving the quality of the process of identifying and correcting deficiencies, the collection and analysis of data will be processed with uniformity. The expertise and knowledge gained from the specialized training will enhance the unit's capability by using technologically sound equipment and techniques to collect and process evidence. The Crime Scene Unit will afford the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution of criminal offenders.

SECTION V. A. – LISTING OF POSITIONS

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Current Staffing Level:					
Crime Scene Investigators	2	2	0	2	14
	2	2	0	2	13
Totals:	4	4		4	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (2490-151200)					
Crime Scene Investigators	2	0	2	2	14
Totals:	2	0	2	2	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 500**

Items to be purchase including but not limited to pens, printer ink and paper, file jackets, folders, diskettes, calendars and other general supplies that are used daily.

The estimated cost of all office supplies is \$500.

521200 - OPERATING SUPPLIES **\$ 8,000**

Funds are needed to purchase video and audiotapes, film CD's, disks, batteries etc. for operational purposes for the Investigators. Crime scene supplies for all types of evidence gathering, kits, forensic supplies, and other operating supplies are necessary for the performance of CSI job tasks.

A detail list is not available, as some of the operating supplies will change with each case. The estimated cost of all operating supplies is estimated at \$8000.

521206 – TRAINING SUPPLIES **\$ 1,000**

This account will be used to purchase supplies necessary to provide training classes. In order to conduct training, it will be essential for the Department to furnish training aids for the students. Items needed include pens, pencils, tablets, handouts, personal protective equipment (PPE's) such as gloves and masks, fingerprint brushes and powder, lifting materials, etc.

The estimated cost of all items listed above is \$1,000.

521208 – POLICE SUPPLIES **\$ 400**

Law enforcement accessories are required for the purchase of leather goods for the investigators, flashlights, handcuffs, flex cuffs, OSHA supplies, and other items for the operation.

The estimated cost of all items listed above is \$400.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 2,000**

Vehicle repairs and maintenance is needed for the two (2) grant vehicles.

The amount budgeted is an estimate of \$1,000 per vehicle.

524100 - VEHICLE INSURANCE **\$ 1,400**

Vehicle insurance is required for the vehicles.

The vehicle insurance cost is estimated. The County Risk Manager will provide an accurate amount.

524201 - GENERAL TORT LIABILITY INSURANCE **\$1,875**

General Tort Liability Insurance is required for each person employed by the County.

The amount listed as estimated by County Risk Manager.

525020 - PAGERS AND CELL PHONES **\$ 5,160**

The mobile telephones are requested for the six unit members so that they can communicate effectively with each other and make contact to those individuals that are involved in cases. Wireless service will be charged to this account.

The cost of cell phone service and wireless service is estimated.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 1,560**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios.

The monthly service charge is estimated.

525041 – E-MAIL SERVICE CHARGES **\$ 240**

The email service is no longer given as a free service. Each user will be charged for e-mail service.

525210 – CONFERENCE AND MEETING EXPENSE **\$ 6,000**

The grant requires that each grant funded person attend at least two training seminars per grant year. The registration, hotel, per diem, car rental, airfare, and miscellaneous expenses are taken from this account.

The cost budgeted is an estimate.

525400 - GAS, FUEL, AND OIL **\$ 10,000**

The grant reimburses the mileage at the federal rate for the grant-funded personnel to allow them to travel to work and scenes while performing their duties.

The cost budgeted is an estimate.

525600 - UNIFORMS AND CLOTHING **\$ 1,200**

The investigators must wear vests, field clothes and uniforms when performing their duties according to county policy. Body armor is required as policy and safety standard procedure for each sworn officer to wear for protection. Protective CSI uniforms will readily identify the members of the CSI Unit. Crime scenes are secured areas that only CSI investigators are allowed to process for evidence gathering. This protective gear will also be worn for the protection of hazardous evidence and items that will need to be handled at the scene.

The cost for uniforms is estimated.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 3,400

Numerous small equipment items are required for the CSI Unit to perform their job tasks. These equipment items will provide a greater access to retrieving and examining evidence at a crime scene.

6 Fingerprint Magnifiers	\$1200
12 Retractable Ridge Counters	\$ 100
4 Lab Clamps and Stands	\$ 200
6 Inverters	\$ 500
6 Air Cards	\$ 10
2 Archaeological Sifters	\$ 350
1 Fiber Optic Light Source	\$ 350
3 Tripods	\$ 690

540010 – MINOR SOFTWARE \$ 1,300

The forensic video workstation processes analog and digital video using software designed to extract visual information. Like any software product, time and technology rapidly outpace the current standards in use by companies in their surveillance systems. A software up-date package will keep our system current with changes in forensic technology and capable of handling any “new” formats in video evidence.

(2) METAL DETECTORS \$ 1,200

These metal detectors are required at crime scenes to recover evidence such as bullets, shell cases, knives and other metal items. The detectors can be used on both land and in water.

The estimated cost with tax is \$1200...

(6) DUST LIFTERS \$ 4,000

A dust lifter is used at the crime scene to retrieve impression evidence. When a print is placed in dust, it is also impossible to lift the print. The dust lifter is designed to fill the void by using high voltage power to lift the print off most surfaces and to transfer the print to a metal lifting medium for identification.

The estimated cost with tax is \$4000.

(6) ALTERNATE LIGHT SOURCE \$ 5,400

An alternate light source is used to collect and to find items for evidence, which are not visible to the eye. The alternate light source will illuminate blood, urine, semen and other fluids by using fluorescent properties of the fluids with different bands of light. The light source can also aid in the location of latent prints, hairs, and small items of evidence.

The estimated cost with tax is \$5400.

(1) FIRE RESISTANT STORAGE CABINET **\$ 1,500**

Numerous chemicals are required to process latent fingerprints and other evidence. Most of these chemicals are very flammable and require a fire resistant storage for safety purposes.

The estimated cost with tax is \$1,500.

(2) DUCTLESS FUME EXTRACTOR HOOD **\$ 5,000**

For safety purposes, it is necessary to provide a ductless fume extractor hood in the forensic laboratory to remove the fumes caused by chemical vapors from such items analyzed as marijuana and other drugs and chemical odors. The hood allows the harmful chemical vapors to pass through a Hepa filter and vent into the air.

The estimated cost with tax is \$5,000.

(2) FINGERPRINT FILE CABINETS **\$ 3,000**

A fingerprint file cabinet is used to store fingerprint cards for evidence and court purposes.

The estimated cost with tax is \$3,000.

(4) HYDROCARBON DETECTORS **\$ 1,600**

The hydrocarbon detector is used in arson fires to determine what was used to start the fire. The portable unit is designed to detect small traces of gasoline, acetone, alcohol and other hydrocarbon vapors

The estimated cost with tax is \$1,600.

(6) DIGITAL VIDEO CAMCORDERS **\$ 7,260**

The digital camcorders will allow the crime scene officer to record the crime scene upon arrival without disturbing the evidence. The video tape recorded at the scene can then be reviewed by the investigators without driving to the scene and can be used in court to secure prosecution.

The estimated cost with tax is \$7,260.

(1) PROJECTOR WITH SCREEN **\$ 2,000**

A projector will be used to record training techniques and teaching purposes for all types of evidence gathering such as blood spatter, fire/arson, bullet projection patterns, and other areas of investigations.

The estimated cost with tax is \$2,000.

(1) MICROSCOPE **\$1,500**

The microscope is an instrument that magnifies an object or produces an image larger than the original image. The microscope is used to discover the systolic hairs, multi-cell hairs, and other histological features in the examination of marijuana.

The estimated cost with tax is \$1,500.

PRINTING SOFTWARE **\$ 5,000**

Software is required to retrieve fingerprints and palm prints from the Live Scan System. The Live Scan System is used each time someone is booked into jail. A digital image is taken of the fingerprints, flat handprints, and palm prints. These images are sent to SLED for search purposes and are stored on the in-house server for identification purposes. A software package will allow these prints to be retrieved to compare to prints found at the crime scene and will speed the investigative and prosecution process.

The estimated cost of the software is \$5,000.

(1) LAPTOP COMPUTER AND ACCESSORIES **\$ 1,500**

A laptop computer equipped with PowerPoint and current training materials will facilitate our CSI unit's ability to conduct training classes and presentations. This computer will be dedicated to training missions and will be made available all of the CSI Unit to use.

**COUNTY OF LEXINGTON
SCHOOL RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2007-08**

Object Code	Revenue Account Title	Approved 2007-08	Applied 2008-09	Approved 2008-09
*LE - School Resource Officers 2437:				
Revenues (Organization: 000000)				
457000	Federal Grant Income	248,545	183,784	0
801000	Op Trn From General Fund/LE	82,848	61,261	0
	** Total Revenue	<u>331,393</u>	<u>245,045</u>	<u>0</u>
	***Total Appropriation	331,393	245,045	0
FUND BALANCE				
	Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected				
	End of Year	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

This grant is split 75% coming from SCDPS and 25% is the County's match.

**COUNTY OF LEXINGTON
SCHOOL RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2007-08**

Fund: 2437
Division: Law Enforcement
Organization: 151200 - LE/Operations

		<i>BUDGET</i>		
Object Expenditure		2007-08	2007-08	2007-08
Code	Classification	Requested	Recommend	Approved
Personnel				
510100	Salaries & Wages - 3	132,000	138,600	0
510199	Special Overtime	9,000	9,000	0
511112	FICA - Employer's Portion	10,785	11,292	0
511114	Police Retirement - Employer's Portion	14,667	15,794	0
511120	Insurance Fund Contribution - 3	18,000	18,900	0
511130	Workers Compensation	5,625	5,906	0
511131	S.C. Unemployment	1,500	1,500	0
	* Total Personnel	191,577	200,992	0
Operating Expenses				
521000	Office Supplies	300	500	0
521200	Operating Supplies	300	300	0
521208	Police Supplies	1,200	600	0
522300	Vehicle Repairs & Maintenance	3,000	3,000	0
524100	Vehicle Insurance # 3	1,650	2,100	0
524201	General Tort Liability Insurance	2,776	2,813	0
525020	Pagers and Cell Phones	1,980	2,340	0
525030	800 MHz Radio Service Charges	1,500	2,340	0
525041	E-mail Service Charge	0	360	0
525210	Conference & Meeting Expenses	6,000	6,000	0
525230	Subscriptions, Dues, & Books	1,500	600	0
525400	Gas, Fuel, & Oil	12,810	14,000	0
525600	Uniforms & Clothing	1,950	1,600	0
	* Total Operating	34,966	36,553	0
	** Total Personnel & Operating	226,543	237,545	0
Capital				
540000	Small Tools & Minor Equipment	2,242	1,500	0
540010	Minor Software	1,465	0	0
5A8244	(3) Vehicle and Accessories	66,000	0	0
5A8245	(3) Emergency Equipment	6,600	0	0
5A8246	(3) 800 MHz Digital Encrypted Radios	13,500	0	0
5A8247	(3) Laptop Computers	10,093	0	0
5A8248	(3) Digital Cameras and Accessories	1,800	0	0
5A8249	(3) Handguns and Accessories	1,950	0	0
5A8250	(3) Printers	1,200	0	0
	(6) Ballistic Shields		6,000	0
	** Total Capital	104,850	7,500	0
	*** Total Budget Appropriation	331,393	245,045	0

SECTION III. - PROGRAM OVERVIEW

The School Resource Officer program provides safety and security for the students in most of the schools in Lexington County. The Lexington County Sheriff's Department and the School Officials are working together to ensure the success of this program. The number of incidents requiring Law Enforcement personnel has increased over the past several years and as our community continues to grow in population, this increase will be the trend. It is the intent that additional School Resource Officers will reduce the number of serious incidents in schools. The grant will provide 75% of the funding for this program.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 500**

Office supplies are required for School Resource Officers to perform their daily job tasks. Items requested are pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily.

The amount budgeted is for 3 SRO's. The individual items may vary slightly; therefore, an itemized cost breakdown was not provided.

521200 - OPERATING SUPPLIES **\$ 300**

The School Resource Officers will need supplies for the operation of equipment and daily operations. Some items that will be used are audio and video tapes, film, disks, batteries, and other supplies as required for the grant.

The amount budgeted is for 3 SRO's. The individual items may vary slightly; therefore, an itemized cost breakdown was not provided.

521208 – POLICE SUPPLIES **\$ 600**

Police supplies are needed to purchase flashlights, mag lights, gun cleaning kits, OSHA kits, batons, handcuffs, etc., required by policy for the job performance.

The amount budgeted is for 3 SRO's. The individual items may vary slightly; therefore, an itemized cost breakdown was not provided.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 3,000**

This account is used to repair and to maintain the vehicles purchased by the grant.

The budget amount is only an estimate of \$1,000 per vehicle.

524100 - VEHICLE INSURANCE **\$ 2,100**

Vehicle insurance is required for each vehicle. Cost is estimated per county risk officer.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 2,813**

General Tort Liability Insurance is required for each person employed by the County.

The amount listed as estimated by County Risk Manager.

525020 - PAGERS AND CELL PHONES **\$ 2,340**

The grant personnel are required to have a mobile telephone for safety purposes and for immediate communication with the department, county and other agencies.

The estimated cost for cell phone service for 3 SRO's is \$2340.

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 2,340**

Monthly service is required for the 800 MHz digital encrypt radios used by the School Resource officers for communication purposes.

The estimate cost for radio service for 3 radios is \$2340.

525041 – E-MAIL SERVICE CHARGES **\$ 360**

The email service is no longer a free service. Each user will be charged for e-mail service..

The estimated cost is \$10 per email service line per month.

525210 –CONFERENCE AND MEETING EXPENSES **\$ 6,000**

The terms and conditions of the grants require that all grant employees attend at least two training conferences per year to make them more efficient and in compliance with the laws governing the tasks of School Resource Officers.

The estimated cost is \$6,000 or \$2,000 per SRO.

525230 – SUBSCRIPTIONS, DUES, AND BOOKS **\$ 600**

The School Resource Officer will speak to classrooms of students on specified subjects. Books and materials will be a necessary part of the classroom for teaching purposes.

The estimated cost for subscriptions, dues and books is \$600 or \$200 per SRO.

525400 - GAS, FUEL, AND OIL **\$14,000**

The grant reimburses for travel miles at the federal rate per mile to travel to perform their duties and to seminars.

The amount budgeted is an estimate for 3 vehicles.

525600 – UNIFORMS **\$1,600**

Uniforms will be worn for recognition purposes and for safety purposes. These uniforms will be standard issue and are required for safety and recognition of the School Resource Officers.

Estimated cost to uniform 3 SRO's is \$1600.

SECTION VI. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 1,500

Small equipment will be necessary to perform the job tasks for School Resource Officers. Fatal Vision goggles will be used to demonstrate to students the difficulty in driving while under the influence of drugs or alcohol and may deter such dangerous behavior, thereby saving lives. Drug identification display kits will display facsimile examples of frequently abused illegal drugs and captions that identify the harmful effects of the various substances. The display kits serve as a training tool for the School Resource Officer instruction to students in drug abuse prevention.

(6) BALLISTIC SHIELDS \$ 6,000

The ballistic shield is necessary for response to critical incidents on the campus of the school. The ballistic shields will provide additional protection for an individual officer or a small group of other individuals, (EMS, Fire, students, or school faculty. The shield will enable the neutralization of the suspect or extraction of students or faculty in harms way.

Lexington County Sheriff's Department



MEMORANDUM

To: Adam DuBose, County Grants Manager
From: Colonel Allan Paavel, Sheriff's Department
Date: November 19, 2007
Re: Palmetto Pride Grant Application

The Sheriff's Department is requesting Council's approval to apply for the Palmetto Pride Litter Enforcement Grant. This grant is 100% funded by the Palmetto Pride Program of South Carolina. We are proposing the awarded funds be used to purchase digital cameras. These cameras will increase the effectiveness and efficiency of the enforcement of litter control ordinances.

Our application is due December 17, 2007; therefore, we are respectfully requesting that the application be considered by the Justice Committee, and reported out to full Council during the December 11, 2007 Council meeting. Unfortunately, the Palmetto Pride Program of South Carolina has established a brief (4) week application process beginning with the announcement of available funds to the due date of the application. The grant announcement and pertinent information was made available on the web on November 12.

We appreciate your understanding and consideration of this matter. If you have any questions, please let me know. As always, we appreciate all you do to assist the Sheriff's Department and the citizens of Lexington County.

**COUNTY OF LEXINGTON
PALMETTO PRIDE ENFORCEMENT GRANT
Annual Budget
Fiscal Year - 2007-08**

Object Code	Revenue Account Title	Applied 2007-08	Awarded 2007-08
* Palmetto Pride Enforcement Grant			
Revenues:			
459900	Miscellaneous Payments & Grants	5,000	0
	** Total Revenue	5,000	0
	***Total Appropriation	5,000	0
FUND BALANCE			
	Beginning of Year	0	0
FUND BALANCE - Projected			
	End of Year	0	0
Grant Matches:			
Federal - 100%			

Fund: 2643
Division: Law Enforcement
Organization: 151200 LE/Operations

		BUDGET	
Object Code	Expenditure Classification	2007-08 Applied	2007-08 Awarded
Personnel			
	* Total Personnel	0	0
Operating Expenses			
	* Total Operating	0	0
	** Total Personnel & Operating	0	0
Capital			
	(28) Digital Cameras w/ Accessories	5,000	0
	** Total Capital	5,000	0
	*** Total Budget Appropriation	5,000	0

SECTION III. – PROGRAM OVERVIEW

The Palmetto Pride Enforcement grant will enable the Department to purchase equipment to visually support and to strengthen court cases for prosecution purposes. The digital cameras with accessories will allow the road officers who are first to arrive on the scene to collect visual evidence for the Litter Control Officers and the Code Enforcement Officers to enforce the codes and ordinances of Lexington County. The enforcement of these codes and ordinances will help to maintain the quality of life for the citizens of Lexington County and the reduction of litter will enhance the beautification of Lexington County. This will make the county attractive to prospective businesses, thus providing potential for county growth.

SECTION V. C. - CAPITAL LINE ITEM NARRATIVES

5A8 - (28) DIGITAL CAMERAS AND ACCESSORIES \$ 5,000

The use of digital cameras for litter crime scenes for the prosecution of litter cases will greatly aid in the investigations by documenting criminal offenses. The digital aspect of the camera allows cost effective documentation, storage of the images, and facilitates instantaneous requests for all concerned parties. These images will be downloaded to a secure in-house system and stored on a server. Estimated cost of the digital cameras including tax and shipping is based on the quotes received and the anticipated increase in cost and taxes for next fiscal year. (28 X \$178 = \$4984)

**COUNTY OF LEXINGTON
 JUDICIAL CENTER SECURITY GRANT
 Annual Budget
 Fiscal Year - 2007-08**

Object Code	Revenue Account Title	Applied 2007-08	Approved 2007-08
* Judicial Center Security Grant			
Revenues:			
457000	Federal Grant Income	152,362	0
801000	Op Trn from General Fund/LE	50,788	0
** Total Revenue		203,150	0
***Total Appropriation		203,150	0
FUND BALANCE			
	Beginning of Year	0	0
FUND BALANCE - Projected			
	End of Year	0	0
Grant Matches: 75/25			

Fund:
 Division: Law Enforcement
 Organization: 151300 LE/Jail Operations

		BUDGET	
Object Code	Expenditure Classification	2007-08 Applied	2007-08 Approved
Personnel			
* Total Personnel		0	0
Operating Expenses			
520200	Contracted Services	38,000	0
* Total Operating		38,000	0
** Total Personnel & Operating		38,000	0
Capital			
540000	Small Tools & Minor Equipment	750	0
	(2) Walk Through Magnetometers	12,000	0
	(1) X-Ray Package Scanner	35,000	0
	(32) Surveillance Camera System w/ Accessories	96,000	0
	(2) Proximity Card Reader System	6,000	0
	(16) Perimeter/Exterior and Duress Alarm Systems	5,400	0
	(40) Duress Buttons w/ Repeaters	10,000	0
** Total Capital		165,150	0
*** Total Budget Appropriation		203,150	0

SECTION III. - PROGRAM OVERVIEW

Society today places enormous demands on our nation's courthouses. Increased crime and litigation have led to backlogged court dockets, overburdened personnel and overcrowded court facilities. Court fragmentation, operational space shortages, and security risks are just some of the serious problems common to courthouses. Courthouse security measures range from full perimeter security with magnetometers, x-ray machines, closed circuit televisions, secured areas, to none at all. The financial aspect of providing adequate security is a universal factor in opposition to court security.

Courthouses are often the sites of violent and tragic incidents. Reports from across the United States indicate that there continues to be a growing number of threats and acts of violence against the courts and trial participants. The conclusion to be drawn is that court violence has and will continue to increase dramatically throughout this country and that no jurisdiction is immune.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520200 –CONTRACTED SERVICES

\$38,000

Service fees are required for the CCTV surveillance cameras and alarm systems to allow 24/7 hour coverage for continuous security operations.

SECTION VI. C. –CAPITAL LINE ITEM NARRATIVES

54000 – SMALL TOOLS AND MINOR EQUIPMENT \$ 750

Magnetometers are required to target a specific area. The magnetometers identify the presence of metal found in weapons such as guns, knives, hand grenades, pointed objects, etc. These units are required to ensure the safety and security of the courts, the citizens, and those who enter and work within the facility. Three (3) magnetometers are requested at an estimated cost of \$750 including tax and shipping.

(2) WALK-THROUGH MAGNETOMETERS \$12,000

Walk through magnetometers are required to scan all individuals entering the courthouse to ensure the safety and security of all individuals in the facility. The walk-through magnetometers identify the presence of metal found in weapons such as guns, knives, hand grenades, pointed objects, etc. like the hand held units but they also measure the amount of metal in the objects. The magnetometers must be of high density for the detection of the smallest object containing metal that could be concealed.

(1) X-RAY PACKAGE SCANNER \$35,000

The X-ray package scanner scans a package, purses, knapsacks, bags, etc., to visually detect the presence of various types of weapons such as liquid chemicals, bombs, knives, guns, hand grenades, scissors, and other types of weapons. The x-ray package scanner enhances the image to allow for a greater view of the contents of the package for decisive recognition to prevent a critical incident. This scanner is necessary for the safety and security of the courts and those who enter and work within the facility.

(32) SURVEILLANCE CAMERA SYSTEM \$96,000

Video surveillance CCTV camera systems to include software, monitors and multiplexers are required to maintain a high level of courthouse security. The presence of security cameras may intimidate suspects to a degree that they are deterred from committing any sort of violent action. Surveillance cameras that are strategically positioned enable identification of potential criminal activity and allow for dispatch of officers to control the situation. The multiplexer will allow for the recording of every motion that the surveillance camera detects.

(2) PROXIMITY CARD READER SYSTEM \$ 6000

Two access doors at the courthouse need a proximity card reader that interface with the existing system to eliminate public access to secured areas of the judiciary center. The card reader identifies the code programmed on the card to allow access to those individuals who are approved for entry into the facility. The card reader will provide security for the door access while recording each individual who enters and exits the facility. This will aid in ensuring the safety and security of the judiciary and other staff that work within the facility and will enable the accountability of persons for security purposes.

(16) PERIMETER/EXTERIOR AND DURESS ALARMS SYSTEMS \$ 5,400

All exterior/perimeter doors must have intrusion alarms installed for audible awareness of an intrusion. The installation of the alarms would be an additional tool to secure the facility. The current social, economic, and terrorist conditions have combined to make the courts more likely to be objects of attacks by emotional and frustrated litigants, and by desperate, dangerous, and fanatical criminals.

(40) DURESS BUTTONS WITH (1) REPEATER

\$10,000

Wireless duress buttons are panic buttons that instantly send emergency stress incident notification to existing radios so officers can respond immediately to the emergency call for assistance. This system will allow the deputy to respond to the exact location without a dispatch delay. They will be used for courthouse security entrances, offices, the judge's bench, clerk's office, and other areas that encounter combative or unruly individuals on a regular basis. Deputies are patrolling the buildings and grounds for protection but these devices will increase the efficiency and effectiveness of response to emergency situations.

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 Grant Request Summary Form

Title of Grant: Supplemental Local Planning Grant (SLPG)

Fund: 1000 General Fund **Department:** 131101 Emergency Preparedness
No. Title No. Title

Type of Summary: **Grant Application** **Grant Award**

Grant Overview:

The grant will be used to enhance the planning and operations of the Emergency Management Division. The funds will be used to purchase equipment for the new EOC center. The items to be purchased are furniture, large monitor televisions, wiring, etc., but will not be used in the actual construction of the building.

The application is for \$9,500 and requires a 50/50 match. The match can either be cash or in-kind.

Grant Period: January 1, 2008 to December 31, 2008

Responsible Departmental Grant Personnel: Mike McMasters, Emergency Management Coordinator

Date Grant Information Released: November 9, 2007 **Date Grant Application Due:** December 14, 2007

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel	\$	-
Operating	\$	9,500.00
Capital	\$	-
Total	\$	<u>9,500.00</u>

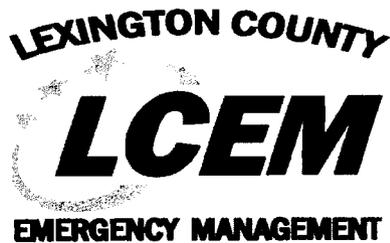
Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>50</u>	<u>\$4,750.00</u>
	<u>50</u>	<u>\$4,750.00</u>
	<i>%</i>	<i>\$ Amount</i>

Requirements at the End of this Grant (please explain in detail):

None

Dept. Preparer:	<u>MM</u>	<u>11/15/2007</u>
Dept. Approval:	<u>MM</u>	<u>11/15/2007</u>
Finance Approval:	<u>AD</u>	<u>11/15/2007</u>
	<i>Initials</i>	<i>Date</i>



Department of Public Safety
212 South Lake Drive, Suite B03, Lexington, SC 29072
Phone: 803-785-8343 * Fax: 803-785-8628

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM:  MIKE MCMASTERS
EMERGENCY MANAGER

DATE: NOVEMBER 14, 2007

REF: SUPPLEMENTAL LOCAL PLANNING GRANT (SLPG)

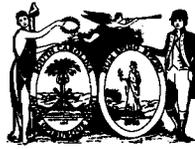
At the December 11, 2007 County Council meeting we respectfully request to put to Council, our request to apply for the FY '07 Supplemental Local Planning Grant (SLPG), offered by the South Carolina Emergency Management Division. The proposed award is for \$9, 500.00. There is a fifty percent match required for this grant. Matching funds must be non-federal in origin and can be in-kind. Our deadline to submit the approved grant application to the South Carolina Emergency Management Division is December 14th, 2007.

Due to the fast approaching deadline we respectfully request to have the Council approved grant application brought out at the December 11th meeting.

Thank you for your attention to this matter.

cc: Chief Bruce Rucker

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

MEMORANDUM

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

TO: County Emergency Management Director/Coordinator
FROM: *R Osborne*
Ron Osborne, Director, S. C. Emergency Management Division
DATE: November 9, 2007
SUBJECT: Supplemental Local Planning Grant (SLPG)

I invite you to apply for the FY'07 Supplemental Local Planning Grant (SLPG). It is the intent of the S. C. Emergency Management Division (SCEMD) and the Federal Emergency Management Agency (FEMA) to encourage all counties to participate in this program. These federal funds are designed to accentuate county all-hazard emergency operations planning.

The SLPG will build upon your ongoing efforts under the Local Emergency Management Performance Grant. Counties may select a project from the Special Projects previously listed in the 2007 LEMPG or two additional projects that cover COOP/COG planning and Operational Area Identification. These projects cover gap areas that exist at both the state and county level. Closing the gap in these areas will strengthen our capability to respond to all hazards emergencies that may occur and strengthen our state-wide emergency management system. These additional funds should help to continue the progress taking place in emergency management throughout the state. The SCEMD Regional Emergency Management teams are available to assist you with these special projects. Counties may not select a Special or Competitive project already selected under the LEMPG.

Please return one completed application package to SCEMD, attention Darlene Gathers, by December 14, 2007. *(Don't forget to make a photocopy of the completed signed package for your records before returning to SCEMD.)* Signatures are required on the Budget Submission and Summary Sheet for Assurances and Certifications. Signatures of the Emergency Management Director *(and County Administrator/Manager are required on the Certification form.* An informational copy of the memorandum has been sent to your County Administrator/Supervisor/Manager. **You must submit a completed package by the suspense**

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • Fax: (803) 737-8570

Memorandum
County Emergency Management Director/Coordinator
November 9, 2007
Page 2

date to receive grant funds. All work must be completed by the end of the grant period in order to receive final funding. If all counties participate, each county will receive \$ 9,500. *Funds designated for counties who do not participate will be redistributed to participating counties.*

The objectives of this grant will establish foundations for future projects taking place within your county. We will try to assist you as much as possible. If you have questions, please don't hesitate to contact the SCEMD Regional Emergency Management team assigned to your area or the subject matter expert listed for the Special project selected.

RCO/

cf: Memorandum County Administrator/Supervisor/Manager

**SUPPLEMENTAL LOCAL PLANNING GRANT (SLPG)
For ALL-HAZARD EMERGENCY OPERATIONS
GUIDELINES AND APPLICATION PROCEDURES**

I. Introduction/Background

The Office of the Adjutant General, Emergency Management Division, has been designated to administer local assistance under the FY 07 Supplemental Grant (SLPG). This supplement to the FY 07 Emergency Management Performance Grant provided an additional \$50 million dollars nationally to assist state and local governments to sustain and enhance all-hazards emergency management capabilities.

The SLPG is designed to supplement current funding. As with the FY 07 LEMPG we are giving counties the opportunity to choose from a list of special projects to receive additional funding. Funding will be provided for a period of one year and there is a fifty percent match required for this federal grant. Matching funds must be non-federal in origin and can be in-kind. Funding will be provided after the special project has been completed.

Our joint State and local partnership will provide the state with the opportunity to effectively respond the hazards which affect us, ensure that federal, state and local jurisdictions can operate efficiently together in major disasters or emergency situations, and focus on mutual efforts to achieve our goals.

This document provides applicants with program criteria and eligibility information so that formal application proposals may be prepared. Included in this package are worksheets for counties to use in preparing their application. Please complete your application and forward to:

Ms. Darlene Gathers, Fiscal Technician II
S.C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

The deadline for submission is December 14, 2007

II. Eligible Program Areas

The State and its local jurisdictions will continue to work together to comply with the *South Carolina Code of Laws, Title 25, Chapter 1, Article 4* and the *S.C. Code of Regulations 58-1 and 58-101* pertaining to emergency management. The FY07 LEMPG listed several projects that counties could complete to be awarded additional grant funds. Those projects plus two additional ones covering COOP and COG planning and Operational Area Identification will form the basis for this SLPG. Counties may choose any one of the following projects to receive additional funding under the SLPG. Counties may not duplicate special or competitive projects already selected under the 2007 LEMPG.

SPECIAL PROJECTS

P-1

Counties will develop Re-Entry Plans, as an annex to their EOP. These plans will show the required personnel, equipment and route planning that will lead to the safe return of citizens and emergency responders to a disaster area. See explanatory paragraph for detailed requirements.

Explanatory Paragraph:

Detailed planning for Re-entry operations are critical to the safety and well being of both citizens and emergency responders. Due to the uncertain effects of any disaster upon the infrastructure, the plans should provide a basic template for planning re-entry operations while retaining maximum flexibility. At a minimum, plans should include the following: purpose, mission, situation and assumptions, concept of operations, re-entry routes and traffic control points, traffic control point staffing (state and local), re-entry phasing (emergency responders, public works, relief workers, business, insurance, and residents), re-entry staging areas, re-entry of special populations, procedures for identifying rightful re-entry, ID checkpoint procedures and locations, roadblocks (to seal off areas from illegal re-entry), curfew procedures and legal authorities, re-entry public information and re-entry notices, responsibilities by agency, and plan development and maintenance. SCEMD POC is Mr. Jon Boettcher, 803-737-8583.

P-2

Counties will develop a Disaster Temporary Site Selection Plan that will provide a site for temporary housing for evacuees. See explanatory paragraph for details.

Explanatory Paragraph:

Determine at least two sites within the county or municipalities that are capable of hosting a FEMA managed disaster Temporary Housing Project. Mobile Home Group Sites (MHGS) is one of the most common solutions. MHGSs consist of mobile homes, are not located on hardstands, and have below ground utilities. Normally, no more than 200 mobile homes will be located within one MHGS. For planning purposes, an acre will accommodate seven mobile homes. Ideally, sites should be approximately 30 acres. Mobile homes cannot be placed in a flood zone unless they are elevated above the base flood elevation. MHGSs can be developed using existing mobile home parks, repairing, upgrading or expanding existing parks, or built as new construction. MHGSs can take up to 60 days to establish. Once sites are located, counties will maintain the data on file. At a minimum, site data file should consist of location (to include GPS coordinates), acreage, owner information (name, address, telephone numbers), and a map with available water, sewer, and electrical lines plotted. Photographs of each site are desirable.

SCEMD POC is Ms. Jan Thomas, 803-737-8774

P-3

Counties will develop a county or regional volunteer organization designed to ensure that all volunteer and faith-based organizations are integrated into all phases of emergency operations. Program elements will include development or enhancement of donated goods and a volunteer services program and identification of all volunteer and faith-based agencies within the county and their capabilities.

Explanatory Paragraph:

Counties will develop or enhance a donated goods and volunteer service annex in their EOP. At a minimum, annexes should include the following: definitions of donated goods and volunteer services, concept of operations, primary responsible agency and support agencies, activation procedures for all support agencies, a system for coordinating volunteer agency activities during emergency operations, procedures for responding to offers of donated goods and volunteers, local government interface, annex/SOP maintenance, procedures for maintaining a list of available support services and capabilities, development and maintenance of SOPs and the Memorandums of Understanding (MOU) with other organizations, procedures for training and exercising personnel, procedures to scale down operations as requirements diminish and return to routine operations, procedures to coordinate delivery of donated goods and volunteer services to victims, maintenance of records of services being provided, the locations of operations and the requirements for support, procedures for obtaining adequate transportation to deliver donated goods, procedures for maintaining accurate records of expenditures for County incurred expenses related to the delivery of services during emergency operations, procedures to assess the requirements for continued donated goods and volunteer services for disaster victims, procedures to evaluate donated goods and volunteer services operations for effectiveness and revise plans to eliminate deficiencies, procedures for disposition of remaining donated goods to County agencies and/or volunteer groups, procedures to assess unmet needs at the local level in providing resources and volunteers to meet those needs from available volunteer organizations, and specific agencies responsibilities. Counties will also develop a comprehensive list of volunteer and faith-based organizations within their county. List will include organization, capabilities, and contact information (primary and alternate).

SCEMD POC is Ms. Elizabeth Ryan, 803-737-8837.

P-4

Counties develop and execute a detailed WebEOC Training Program for their EOC staff. The program will include planned objectives for the EOC staff, specifically for individual ESFs or functional areas and the Resource Manager component of WebEOC.

Explanatory Paragraph:

Attaining and maintaining proficiency in WebEOC is critical to the successful management of a disaster. The counties should develop a training plan that will ensure that the individual county ESF staffs are able to effectively coordinate all requests for assistance in WebEOC. Additionally, the EOC staff must be proficient in the use of the Resource Manager component of WebEOC. This is critical in ensuring that requests for assistance are properly formatted and provided to the State or individual county ESFs or functional areas. This will ensure that the needed support is obtained and provided to the citizens in a timely manner. The training plan must include measurable objectives for the EOC staff to ensure proficiency. Reflect this training in annual training plan. SCEMD POC is Mr. Chad Thompson, 803-737-8644.

P-5

Counties will develop and execute a full-scale exercise that will be used to both train and validate the training of the county EOC staff, municipalities and other support agencies that would be available to the county during a disaster. The exercise will contain evaluation objectives and a formal After Action Review must be conducted. The exercise will be evaluated by evaluators from SCEMD and other counties.

Explanatory Paragraph:

Realistic training involving all members of an EOC is critical to the success of the county meeting the requirements of a disaster. Training can best be conducted and evaluated by exercises involving the entire EOC staff, municipalities, elected officials and other supporting agencies. Planning and conducting such a full-scale exercise, with measurable exercise objectives, is the optimal way in which to conduct and evaluate this training. A formal After Action Review process will both capture lessons learned and can serve as a starting point for follow on training of the EOC staff. SCEMD POC is Mr. John Berzins, 803-737-8648.

P-6

Continuity of Operations (COOP) and Continuity of Government (COG) planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key functions during a large-scale or catastrophic event, the agency must have effective COOP plans. COOP efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. A continued lack of comprehensive continuity of government and operations plans would severely affect the state and its population if and event on the scale of Katrina or Rita were to occur.

Explanatory Paragraph: In order to begin closing the gap in the area of continuity of operations (COOP) and continuity of government (COG) counties shall develop COOP and COG plans that can be expanded in future projects. The primary goal of these plans is to restore essential functions at an alternate site within 12 hours after activation and performing those functions for up to 30 days. At a minimum these plans shall include the following essential areas of concern and planning elements: lines of succession for critical positions, alternate facilities, protection/restoration of vital records and databases, and redundant communications plans and procedures. This is a minimal framework for beginning the process of COOP and COG planning that can be expanded in the future to form comprehensive plans.

P-7. *Counties will define Operational Area boundaries, designate Operational Area coordinators, provide communication procedures and prioritize critical infrastructure in order to complete Phase 2 of Operational Area Development. Operational Area boundaries will be provided in GIS format with a detailed text description or drawn on a county map with a detailed text description. Operational Area coordinators will be provided by name or position, contact information and organization. Critical infrastructure priority will be listed as 1, 2, 3, or 4. Critical infrastructure prioritization will be accomplished by adding a 'Priority' column to a local copy of the county's critical infrastructure spreadsheet and provided to SCEMD.*

Explanatory Paragraph: Development of Operational Areas is a key, foundational component of catastrophic planning. All future response to catastrophic events will be operational area-based. Operational Areas can be likened to the County Emergency Management version of subdivisions used by Fire, EMS, Schools and Political organizations to better plan, respond, and manage resources, including critical infrastructure. Operational Areas are geographic subdivisions within counties that facilitate efficient pre-impact planning for types and numbers of resources and logistics. Through effective planning, Operational Areas allow counties, response agencies and SCEMD to provide faster, more focused response to disasters. Operational Areas allow planning for all types of disasters, including those of a catastrophic nature and facilitate improved county coordination/management of information and resources. Operational Areas are a fixed geographical planning version of the Area Command concept that also support span of control efficiencies and facilitate loss-estimation, logistics and resource planning.
SCEMD POC is Mr. Mike Campbell, 803-737-8622.

III. Reporting Requirements

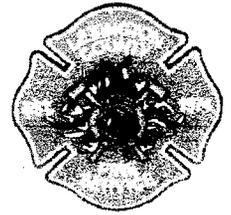
Local jurisdictions will submit **quarterly** progress reports using the enclosed SLPG Progress Report along with narrative outlining accomplishments of each item and identifying any shortcomings.

The progress reports are due April 10, 2008; July10, 2008; October 10, 2008 and January 10, 2008. Financial reports are due upon completion of the project and will not be processed until a progress report has been completed and is on file.



County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION



MEMORANDUM

November 27, 2007

TO: Adam Dubose
Grants Coordinator

FROM: Russell R. Rawl *RR*
Fire Service Coordinator

RE: Volunteer Strategic Assistance & Fire Equipment Pilot Grant (V-SAFE)

The Office of the State Fire Marshal is accepting applications for the Volunteer Strategic Assistance & Fire Equipment Pilot Grant (see attached). This grant provides for volunteer and combination fire departments to submit requests for equipment for the purpose of protecting local communities and regional response areas.

The grant provides for the purchase of fire fighting equipment as well as specialized rescue, hazardous materials and support equipment. The application period is December 10, 2007 to January 8, 2008. The maximum grant is \$30,000 and there are no matching funds required.

If approved, a grant request will be submitted for funding to purchase a mobile ventilation unit. This unit will provide for both positive and negative pressure ventilation, which is utilized in clearing large structures of hazardous atmospheres. It can also be used to direct air into confined areas requiring fresh air. If successful this unit will be centrally located and will be available for use throughout the county.

	<u>Grant</u>	<u>Included in FY 08-09 Budget</u>
Mobile Ventilation Unit	\$30,000	
Operational cost		\$100
Insurance		\$260

I appreciate your assistance and if you need any additional information, please let me know.

COUNTY OF LEXINGTON
VOLUNTEER STRATIGIC ASSISTANCE & FIRE EQUIPMENT PILOT GRANT (V-SAFE)
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Applied 2007-08	Awarded 2007-08
* Volunteer Stratigic Assistance& Fire Equipment Pilot Grant (V-SAFE)			
Revenues:			
458000	State Grant Income	30,000	0
	** Total Revenue	30,000	0
	***Total Appropriation	30,000	0
FUND BALANCE			
	Beginning of Year	0	0
	FUND BALANCE - Projected		
	End of Year	0	0
Grant Matches:			
Federal - 100%			

Fund: 1000
Division: Public Safety
Organization: 131500 PS/Fire Service

		BUDGET	
Object Code	Expenditure Classification	2007-08 Applied	2007-08 Awarded
Personnel			
	* Total Personnel	0	0
Operating Expenses			
	* Total Operating	0	0
	** Total Personnel & Operating	0	0
Capital			
	Mobile Ventilation Unit	30,000	0
	** Total Capital	30,000	0
	*** Total Budget Appropriation	30,000	0



South Carolina
Department of Labor, Licensing and Regulation



141 Monticello Trail
Columbia, SC 29203
(803) 896-9800

FAX: (803) 896-9806 (Fire Marshal)

FAX: (803) 896-9856 (Fire Academy)

www.llr.state.sc.us

Mark Sanford
Governor

Adrienne Riggins Youmans
Director

Division of Fire and Life Safety

November 26, 2007

Dear Fire Chief:

We are pleased to announce that the Comptroller General has completed the state's Comprehensive Annual Financial Report (CAFR) and has released the appropriations made in Proviso 73.12 of the FY 07-08 Appropriation Act and the Capital Reserve Fund. The supplemental appropriations are now available for expenditure and the Capital Reserve Fund appropriations will be posted by the end of today.

This action allows the Office of the State Fire Marshal to proceed with the administrative responsibilities of the Volunteer Strategic Assistance & Fire Equipment Pilot Grant Program and access proviso funds for SC Urban Search & Rescue Task Force 1. The V-Safe link is now available on the SC Fire Marshal web site at www.llr.state.sc.us/firemarshal.asp. Please visit the site and prepare to apply for a V-Safe grant. The application is presently available in PDF format for your convenience to prepare for the electronic submission.

The on-line application submission process will begin on December 10, 2007, at 8:00 a.m. and will close on January 8, 2008, at 5:00 p.m. Grant applications must be submitted **on-line**. In the event that you need on-line access, our fire academy regional offices will be available to you.

The grant applications will be reviewed by the legislatively appointed V-Safe Peer Review Panel, and successful applicants will be notified in writing at the end of a 30-day review process.

I encourage you to participate in this worthy program, and contact a grants coordinator at the Office of the State Fire Marshal, if you have any questions.

Sincerely,

John G. Reich
State Fire Marshal



INTEROFFICE MEMORANDUM- ANIMAL SERVICES

TO: COUNTY COUNCIL
THROUGH: JOE MERGO III, DEPUTY COUNTY ADMINISTRATOR
FROM: CHRIS FOLSOM, ANIMAL SERVICES COORDINATOR
SUBJECT: APPOINTMENT OF CODE ENFORCEMENT OFFICER (ANIMAL SERVICES)
DATE: 12/5/2007
CC: FILE

Mr. Eddie Couthen began his employment with the County of Lexington on October 22, 2007 in the position of Animal Control Officer. I respectfully request Mr. Couthen, being duly qualified, be appointed as a Lexington County Code Enforcement Officer.

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

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
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: November 30, 2007
TO: Katherine Hubbard
County Administrator
FROM: John Fechtcl, Public Works Director
Assistant County Administrator
RE: Dirt Road Paving Alternatives

Per County Council's request, Public Works has investigated alternative practices of paving dirt roads, including right-of-way issues and construction methods. Each alternative has benefits, but may involve sacrifices in other areas. Two issues that need to be considered are: Right-of-way and construction criteria.

- (1) Right-of-Way issues: We have always required at least a 50' right-of-way whenever the actual or projected ADT (Average Daily Traffic Count) is over 250 vehicles. We use 40' when the actual or projected ADT is below 250. We have observed that Newberry, Dorchester, and Fairfield counties do not obtain additional right-of-way and basically pave what is there, while Aiken County requires a minimum 50' right-of-way.

Right-of-way is obtained for various reasons such as safety, maintenance, and as a suitable area for utilities. Safety is a primary concern due to sight distance for vehicles either traveling on or entering the road. Right-of-way acquisition is time consuming and, in some cases, difficult. Our proposed system could be a combination method based on the characteristics of the road. Examples: Dead end road, number of houses (density), and/or traffic counts.

- (2) Construction Criteria: Most construction methods and materials are well established. The type of base and paving material is used and the quantity/size of storm drainage systems are the direct material costs of construction.
 - (a) Base Material: We usually bid CR-14 (crusher run) and sand clay as an alternate. Sand clay is usually less expensive, but both are provided in large quantities. We believe adding soil cement as another alternative may save money.
 - (b) Paving Material: Historically, we have primarily used hot laid asphalt; however, a less expensive pavement is a double or triple treatment. There have been some issues with this method in the past, but it can be bid as an alternative.

- (c) Storm Drainage: More farm-to-market sections (ditches) can be used and stormwater systems can be designed at a reasonable storm event.

Other counties are paving roads from \$110,000.00 per mile without right-of-way to \$400,000.00 per mile with right-of-way. Based on our observations on some of our bids over the last year, it appears that with all of the construction in the Midlands area we have been paying premium prices.

**DIRT ROAD PAVING
ALTERNATIVES
FOR
LEXINGTON COUNTY**



DORCHESTER COUNTY

AND

FAIRFIELD COUNTY



DORCHESTER COUNTY FUNDING

- GENERAL PURPOSE 1-CENT SALES TAX
- TWO YEAR IMPLEMENTATION PERIOD
- 140 MILES PAVED OVER A TWO YEAR PERIOD
- \$150,000 TO \$170,000 COST PER MILE



DORCHESTER COUNTY STANDARDS

- 6-INCH STONE BASE**
- TRIPLE TREATMENT RIDING SURFACE**
- NO RIGHT-OF-WAY OBTAINED**
- ALL ROADS POSTED AT 30 MPH**
- NO ENGINEERING**



DORCHESTER COUNTY

- 16-FOOT WIDE MINIMUM RIDING SURFACE FOR DEAD END ROADS
- 18-FOOT WIDE MINIMUM RIDING SURFACE FOR THROUGH ROADS
- MINIMAL STORM DRAINAGE INSTALLATION



DORCHESTER COUNTY

- NO PERMITS OBTAINED OR REQUIRED
- NO UTILITY RELOCATIONS, TREE REMOVALS, FENCE RELOCATIONS, ETC



FAIRFIELD COUNTY FUNDING

•“C”-FUNDS

•\$1,500,000 FOR 13.5 MILES OVER A TWO YEAR PERIOD

•\$110,000 COST PER MILE

•ENGINEERING SERVICES INCLUDE ROADWAY EVALUATIONS, COST ANALYSIS, AND CONSTRUCTION MANAGEMENT



Ashley Oaks Road Finished

FAIRFIELD COUNTY STANDARDS

- 6-INCH SOIL CEMENT BASE**
- DOUBLE TREATMENT RIDING SURFACE**
- NO RIGHT-OF-WAY OBTAINED**



McDuffie Road Finished

FAIRFIELD COUNTY

- NO MINIMUM RIDING SURFACE WIDTH
- PAVE EXISTING ROAD BEDS
- NO SPEED LIMITS POSTED
- NO PERMITS OBTAINED
- NO UTILITY RELOCATIONS, TREE REMOVALS, FENCE RELOCATIONS, ETC



Macedonia Church Road Finished

AIKEN COUNTY FUNDING

- GENERAL PURPOSE 1-CENT SALES TAX**
- 6-YEAR IMPLEMENTATION PERIOD**
- 90 MILES OF ROAD PAVED OR BEING PAVED**
- \$375,000 TO \$400,000 COST PER MILE**

2000 Sales Tax Project Status Report

As of March 31, 2006

In November 2000, the citizens voted for a one-cent sales tax to pave approximately 90 miles of dirt road over the next seven (7) years. Collection of the tax started in May 2001, with the first funds for the program being budgeted in July 2001. Paving of the roads was scheduled to occur over a 7-year period, as the sales tax was collected. By the end of September 2001, staff for the program were hired and in place.

AIKEN COUNTY STANDARDS

- 6-INCH SAND/CLAY BASE**
- 1.5-INCH HOT LAID ASPHALT RIDING SURFACE**
- 22-FOOT RIDING SURFACE**
- 1.5-FOOT TURN-UP VALLEY GUTTER SECTION FOR GRADES OVER 5%**
- DITCH SECTION FOR GRADES UNDER 5%**
- 4-FOOT SHOULDER TO DITCH LINE**
- 50-FOOT RIGHT-OF-WAY OBTAINED**

AIKEN COUNTY PROCEDURES

- PRIORITIZE ROADS**
- SEND RIGHT-OF WAY-LETTERS**
- CONVERT “NO’S” AND CONTACT “NO RESPONSE’S”**
- ONCE 100% AGREE OBTAIN ACTUAL RIGHT-OF-WAY BASED ON EXISTING CENTERLINE**
- SEND TO ENGINEERING FIRM FOR DESIGN ONLY**
- RIGHT-OF-WAY AND CONSTRUCTION INSPECTION HANDLED IN HOUSE AND REIMBURSED THROUGH “C”-FUNDS**



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: November 30, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fecht, Public Works Director
Assistant County Administrator

RE: Retrospective of Maintenance of County/Municipal Roads

County Council has asked for additional follow-up from the staff pertaining to the county's maintenance of roads within municipalities. The following information should clarify this issue.

Current records indicate the County has maintained roads within municipal limits since the mid 1970's. Until the early 1990's, counties received a portion of the gasoline rebate tax for road maintenance. An Engineering Agreement (Example Agreement "A") between Lexington County and each municipality was executed in 1978, and states that the County would provide Engineering Review of Development and perpetually maintain roads that were built to County standards (Example Agreement A, Item 3). The document also states that the Engineering Agreement may be terminated by a 30-day notice between each party (Example Agreement A, Item 4).

In 1982, Lexington County Council voted to share the state motor fuel rebates it received with the municipalities for road maintenance, based upon the number of registered vehicles. The option to receive a portion of the rebate was done in lieu of the County maintaining the roads. Some municipalities agreed, some did not, but the County continued maintenance on these roads. In late 1991, all municipalities whose roads were previously maintained by the County were reverted back to the County for maintenance.

The County has received requests to assume maintenance of certain roads not covered by the Engineering Agreement and has always brought the requests before County Council for approval; while Public Works insured that the subject roads met County standards as closely as possible. In most cases, we believe these roads were constructed prior to the 1978 Engineering Agreement.

Exhibit "B" reflects the municipal/county road mileage breakdown which shows the mileage each municipality maintains and the mileage the County is maintaining within each municipality. It also appears that most counties do not provide maintenance inside municipalities, but may share revenues as in road maintenance fees.

2. The Town shall not authorize construction or installation of such improvements until such time as the Engineer's Office of the County has been provided with and approved plans for road or storm drainage system installation.

3. The County, upon the satisfactory completion of such improvements in accordance with the plans approved by the County Engineer, shall agree to maintain such improvements perpetually as part of the County system of such improvements.

4. Either party hereto may terminate this Agreement at any time by giving the other party thirty (30) days written notice of its desire to terminate this Agreement.

5. This Agreement may be amended, modified or changed only upon the written Agreement of the County Council of Lexington County and the Town Council of the Town of Guster.

IN WITNESS WHEREOF, the County of Lexington has by direction of its County Council caused this Agreement to be executed by the Chairman of the Lexington County and the Town of Guster has by direction of its Town Council caused this Agreement to be executed by the effective date of this Agreement.

WITNESS:

Sorothy K. Wingard

COUNTY OF LEXINGTON, SOUTH CAROLINA

BY: Marc H. Westland
Chairman, Lexington County Council

James F. Knight
Randall H. Gifford

TOWN OF

BY: Steve C. Shipe
Mayor, Town of

MUNICIPAL/COUNTY ROAD MILES

<u>MAINTENANCE BY MUNICIPALITY</u>	<u>MILES</u>	<u>MAINTENANCE BY COUNTY W/IN MUNICIPALITY</u>	<u>MILES</u>
Batesburg	3.25	L3-Batesburg/Leesville	4.94
Cayce	1.12	L1-Cayce	9.45
Chapin	0.00	L4-Chapin	4.58
Gaston	0.36	L2-Gaston	6.62
Irmo	0.86	L4-Irmo	12.24
Leesville	0.41	L3-Batesburg/Leesville	see above
Lexington	24.46	L1-Lexington	4.70
Pelion	0.18	L2-Pelion	1.28
Pine Ridge	0.00	L2-Pine Ridge	5.43
South Congaree	0.06	L2-South Congaree	4.40
		L1-South Congaree	0.87
Springdale	0.10	L1-Springdale	3.76
Summit	0.00	L3-Summit	2.44
Swansea	0.00	L2-Swansea	1.63
<u>West Columbia</u>	<u>0.57</u>	<u>L1-West Columbia</u>	<u>4.51</u>

TOTAL	31.37	TOTAL	66.85
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MUNICIPAL MAINTAINED	31.37
COUNTY MAINTAINED	+ 66.85

TOTAL MILES	98.22
--------------------	--------------

TOTAL PAVED = 66.44
TOTAL DIRT = 31.78

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 Solid Waste Management

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

To: Adam DuBose, County Grants Manager
From: Mary Pat Baldauf, Recycling Coordinator
Date: November 30, 2007
Re: Palmetto Pride Grant Application

Solid Waste Management is requesting Council's approval to apply for the Palmetto Pride Litter Community Pride Grant.

We are proposing the awarded funds be used to 1) purchase heavy-duty cardboard boxes and lids to convert them to recycling containers for use at Lexington County's numerous special events and 2) create a toolkit to help event coordinators implement successful solid waste management practices at special events. This will help prevent litter and increase recycling in Lexington County.

Our application is due December 17; therefore, we are respectfully requesting that Council consider the application during their December 11 meeting.

We appreciate your understanding and consideration of this matter. If you have any questions, please let me know.

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.

**COUNTY OF LEXINGTON
SW/PALMETTO PRIDE GRANT
Annual Budget
Fiscal Year - 2007-08**

Object Code	Revenue Account Title	Applied 2007-08	Awarded 2007-08
* SW/Palmetto Pride Grant			
Revenues:			
459900	Miscellaneous Payments & Grants	7,767	0
** Total Revenue		7,767	0
***Total Appropriation		7,767	0
FUND BALANCE			
	Beginning of Year	0	0
FUND BALANCE - Projected			
	End of Year	0	0
Grant Matches:			
Federal - 100%			

Fund:
Division: Solid Waste
Organization: 121207 SW/Recycling

		BUDGET	
Object Code	Expenditure Classification	2007-08 Applied	2007-08 Awarded
Personnel			
* Total Personnel		0	0
Operating Expenses			
521000	Office Supplies	35	
521200	Operating Supplies	7,732	
* Total Operating		7,767	0
** Total Personnel & Operating		7,767	0
Capital			
** Total Capital		0	0
*** Total Budget Appropriation		7,767	0

I. COMMUNITY INVOLVEMENT

Lexington County Solid Waste Management is dedicated to responsible waste management, litter prevention and recycling. Lexington County and Lexington County Solid Waste Management has long been involved in litter prevention and recycling activities. We work closely with both PalmettoPride and Keep the Midlands on litter prevention and beautification activities in Lexington County and have daily contact with residents on issues that directly impact the appearance of the county.

II. LITTER REDUCTION AND/OR BEAUTIFICATION ACTIVITIES

Lexington County and Lexington County Solid Waste Management works closely with PalmettoPride and Keep the Midlands on litter reduction and beautification activities, including, but not limited to:

- Great American Cleanup
- Zero Tolerance for Litter
- Litter Enforcement Task Force
- Airport Corridor Beautification and Tree Planting
- Adopt-a-Highway

Joe Mergo, former department head and current Deputy County Administrator, served on PalmettoPride's Waste Haulers Committee. Mary Pat Baldauf, our new Recycling Coordinator and former Keep the Midlands Beautiful, has been extensively involved in litter prevention activities and is incorporating anti-litter messages throughout out recycling outreach and education programs.

III. GOALS AND OBJECTIVES

Our goal is to provide economical solutions that service our citizens effectively. To help us better serve our residents and create an even more beautiful Lexington County, we are requesting a Palmetto Pride Community Pride Grant to purchase corrugated cardboard containers and lids to provide litter prevention and recycling for special events and develop a toolkit to help special event planners implement effective strategies for preventing litter and recycling.

One of the fastest growing counties in South Carolina, Lexington County is home to a wide range of festivals, tournaments and other special events, large and small. With 15 towns and cities located within its borders, there are unlimited opportunities to prevent litter and increase recycling through the use of these receptacles.

We are requesting funds for:

- 1,000 Heavy duty white cardboard 18” x 18” x 30” boxes with one-color PalmettoPride and Lexington County Solid Waste Management logos (\$5932.10)
- 250 Heavy Duty Cardboard Box Lid with 4" round diameter opening, printed with “Recycle Plastic Bottles” message (\$865.60)
- 250 Heavy Duty white cardboard box lids with 4” round diameter opening, printed with “Recycle Aluminum Cans” message (\$865.60)
- One case of 75 recycled cardboard folders (\$68.13)
- Two reams Astrobright Stardust recycled paper (\$35.00)

A key component of our litter box program will be its flexibility, ease and efficiency. We will purchase one standard size box (18” by 18” by 30) that can be used to collect garbage and prevent litter. We will also purchase two styles of printed lids (plastic bottle, aluminum cans) that can be used to convert the box to a recycling receptacle. The lids feature a recycling message visible from all angles to help prevent contamination.

In addition to providing the tools for groups to better manage waste and recycling during events, Lexington County Solid Waste Management will provide technical assistance to these groups. With each request for boxes, we will develop and provide a toolkit for recycling and preventing litter at special events, including checklists and available resources. We’ll also include information about PalmettoPride and its’ programs in the toolkit.

We'll promote the availability of the boxes to Lexington County groups through:

- Lexington County Solid Waste Management Web Site
- Area Chamber of Commerce meetings
- Presentations and tours
- Direct contact and promotion to schools, local governments, recreation and sports facilities, churches and more

In years past, other groups have distributed cardboard receptacles, but programs are being modified such that availability, convenience and distribution are now limited. Not only are fewer receptacles available, many groups have to travel nearly an hour to pick them up.

As part of the grant requirements, Lexington County will conduct at least one cleanup event through Keep the Midlands Beautiful's Great American Cleanup and report results to PalmettoPride.

IV. BENEFITS

- Reduction of litter at special events
- Increased recycling rate at special events
- Increased litter prevention and recycled education and outreach opportunities to Lexington County residents via special events
- Increased awareness of PalmettoPride and its activities via distribution of toolkits

AIRPORT CAPITAL IMPROVEMENT PLAN
 FY 2009 - 2013 (Including FY 2008 for reference)

Last Updated: 11-07-07

Lexington County Airport at Pelion (6J0)

Fiscal Year	Description	Project Total Cost	Eligible Federal Share (95%)				Eligible State Share (2.5%)	Sponsor Share (2.5%)
			Carryover	Entitlements	Discretionary and/or State Apportionment	Total		
2008	Airfield Pavement Crack Sealing Project (75% DOA/25% Lex Co)	\$25,000	\$0	\$0	\$0	\$0	\$18,750	\$6,250
	Airfield Pavement Rejuvenation & Re-marking Project (75% DOA/25% Lex Co)	\$89,000	\$0	\$0	\$0	\$0	\$66,750	\$22,250
	Partial Apron Reconstruction Project - Design Only	\$63,000	\$0	\$59,850	\$0	\$59,850	\$1,575	\$1,575
CARRYOVER FUNDS INTO FY 2009				\$90,150				
2009					Totals:		\$87,075	\$30,075
	Partial Apron Reconstruction Project - Bidding & Construction	\$480,000	\$90,150	\$150,000	\$245,850	\$456,000	\$12,000	\$12,000
CARRYOVER FUNDS INTO FY 2010				\$0				
2010								
	10-Unit Nested T-Hangar & Taxiway to accommodate 44.5' wingspan	\$527,000	\$0	\$150,000	\$350,650	\$500,650	\$4,425	\$21,925
CARRYOVER FUNDS INTO FY 2011				\$0				
2011								
	Runway Widening, Strengthening & RSA Improv. - Design Only	\$147,000	\$0	\$139,650	\$0	\$139,650	\$3,675	\$3,675
CARRYOVER FUNDS INTO FY 2012				\$10,350				
2012								
	RW Widening, Strengthening & RSA Improv. - Bidding & Construction	\$2,412,000	\$10,350	\$150,000	\$2,131,050	\$2,291,400	\$60,300	\$60,300
CARRYOVER FUNDS INTO FY 2013				\$0				
2013								
	Runway Extension Justification Study	\$35,000	\$0	\$0	\$0	\$0	\$17,500	\$17,500
	Land Acquisition	\$250,000	\$0	\$150,000	\$87,500	\$237,500	\$0	\$12,500
CARRYOVER FUNDS INTO FY 2014				\$0				



December 3, 2007

Ms. Katherine Hubbard
County of Lexington
212 South Lake Drive
Lexington, SC 29072

VIA EMAIL AND FAX (803) 785-8101

RE: Airfield Lighting Rehabilitation Project
Lexington County Airport at Pelion
FAA A.I.P. Project No. 3-45-0067-009-2007
Windcone and Segmented Circle Replacement Cost

Dear Ms. Hubbard:

This letter is to summarize the cost proposal received from King Electric of Fayetteville, Inc. (King) and the associated costs shares of the FAA, South Carolina Division of Aeronautics (SCDOA), and Lexington County for the replacement of the existing windcone and segmented circle at the Lexington County Airport at Pelion.

During the Pre-Construction Conference for the project, the SCDOA suggested replacing the circuit to the existing windcone and possibly the windcone itself. We requested and received a cost proposal from King for the replacement of the windcone, segmented circle, and the circuit. King provided us a cost proposal of \$17,100.00. We also discussed the possibility of FAA funding with Mr. Anthony Cochran for this additional work. Mr. Cochran indicated that the FAA supports the additional work. Should the County decide to move forward with this additional work, a written request for the additional FAA funds will need to be submitted. Based on FAA participating in the cost, a breakdown of the percentage of costs is listed below:

FAA Participation Share of 95% = \$16,245.00
SCDOA Participation Share of 2.5% = \$ 427.50
Lexington County's Share of 2.5% = \$ 427.50

Based on the above costs and FAA's and SCDOA's participation in the costs, we would suggest Lexington County move forward with this additional work in the form of a change order to the original contract with King. If you have any questions or need any additional information please do not hesitate to contact us at (803) 254-2211.

Sincerely,
THE LPA GROUP INCORPORATED

Andy D. Busbee, P.E.
Project Manager

CC: Jim Starling - Lexington County D.P.W.
Brenda Furtick - Lexington County Administration

File: EL/CC715001.1d

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.

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

Building Use and Naming Policy Recommendations

Staff Committee Members:

Ed Lewis, Chief Court Administrator
Marsha Moore, Chief Deputy Clerk of Court
Randy Quattlebaum, Building Services Manager
Steve Corley, Master Deputy, LCSD Security Services
Katherine Hubbard, County Administrator

The Lexington County Building Usage and Naming Committee was asked to develop a set of guidelines for building usage and the naming of public buildings. This committee developed recommended guidelines for building usage and signage within the Central Complex of the County Administration Building to include the Administration Building, Judicial Center, Old Courthouse, and Auxiliary Building.

Room Capacities for Reservations

Administration

- Council Chambers - 200 Max(*available for County functions only*)
- Committee Room - 55 Max
- Conference Room A - 41 Max
- Conference Room B - 33 Max

Judicial Center (For County Use Only)

- Marc Westbrook Courtroom
- Grand Jury Room

Old Courthouse

- Main Courtroom - 309 Max

Auxiliary Administration Building

- Conference Room - 100 Max

Library

- As determined by Library Board

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

POLICY

This policy covers the use of those public facilities owned and operated by the County of Lexington, South Carolina. The rooms within these facilities are intended primarily for County related events. Other organizations may use the rooms subject to the regulations of this policy.

REGULATIONS

- A. Programs sponsored or co-sponsored by the County have priority over other meetings. Certain time periods may be reserved on a regular basis for County uses and programs.
- B. The availability of the meeting rooms for County groups is as follows:
 1. The meeting rooms may be used by governmental organizations (local and state) and for public meetings called by governmental public officials.
 2. The meeting rooms are available for local groups or organizations (both non-profit and commercial) to hold educational, cultural, intellectual, or civic activities. These meetings must be held as public meetings. Commercial groups may **not** use the meeting rooms for their own internal purposes such as staff training, planning sessions, or business meetings. No food may be served in the conference rooms.
 3. The meeting rooms may **not** be used for the following activities:
 - Purely social events, unless sponsored by the County;
 - Dances or music recitals, unless sponsored by the County;
 - Money-raising events, projects, or programs, unless sponsored by the County;
 - Events which offer items or services for sale or which include overt solicitation of clients for products or services;
 - Administering tests or examinations;
 - Activities likely to disturb regular County functions.

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

- C. Reservation requirements for non-County groups using the meeting rooms are as follows:
1. Reservations will be made on a first come basis, based on date of submission of request, with the understanding that County sponsored and related programs have first priority.
 2. Reservations may not be made more than 90 days in advance. Reservations must be made in person or by telephone at the County Administration Building (803-785-8100). A group may have only one meeting scheduled on the calendar at any time.
 3. A group must complete an application form to use the meeting room. This application is required to confirm any reservation request.
 4. A group may not schedule regular meetings since that could interfere with County programs and deprive other qualified groups of the use of the rooms. If time and space permit, a group may schedule meetings designed as a limited series of parts, eg., Part One on Tuesday evening and Part Two on Thursday evening.
 5. Meetings should be held during regular business hours. If necessary, meetings that continue after regular business hours may be scheduled. The group leader is responsible for securing the area, making sure all lights are out, cleaning up the room, and returning any key provided. The conference rooms in the Administration Building are available only during regular business hours.
 6. For meetings that continue after regular business hours, the group leader must have a representative pick up the key (if necessary), along with the Checklist form, before the meeting. The group leader must complete and sign a Checklist form, which must be returned along with the key the next day.
 7. There is no fee to use the meeting rooms, but a deposit of \$100.00 must be provided to ensure that the rooms are cleaned up and the key (if provided) is returned. The deposit will be refunded when the Checklist and key are returned and the room and equipment are in good order.

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

- D. The following regulations apply to all Non-County related groups using the meeting rooms:
1. All meetings must be held as public meetings and be open to the press. Attendance may not be restricted in any way. Any advertisements relating to a meeting **must** include the following statement:

“This meeting is open to the public and is neither sponsored nor endorsed by the Lexington County. Views expressed are those of the program sponsors and do not necessarily reflect the policies or opinions of the County.”
 2. No fees may be charged for admission to a meeting nor may a collection be taken or donations requested. Exceptions may be made for paid registration for educational workshops or County-sponsored programs. Actual cost of supplies for a project may be charged to participants.
 3. ~~A group must request in advance to use the County's audiovisual equipment.~~ A group's own equipment may be used only if there is no connection to the Internet. Information Service staff will not operate this equipment; therefore, the group must provide a qualified operator.
 4. Smoking and alcoholic beverages are not permitted.
 5. Groups may set up a meeting room as they desire (except that nothing may be attached to any wall), but they are responsible for returning the room to its previous set-up before leaving. County employees are **not** available to move tables or chairs or otherwise assist with setting up meeting rooms or returning them to their original set-up.
 6. Groups may serve light refreshments in permitted areas and are responsible for clean up.
 7. The meeting rooms and kitchens **must** be cleaned up by the group, including trash removal.
 8. The number of people attending a meeting may be no more than the occupancy limit of the room.
 9. A group will be charged actual costs for any damage, over and above regular clean-up, done to the room or equipment.

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

10. The County reserves the right to deny use of the meeting rooms to any group that is disorderly or violates these regulations.
11. The County Administrator is granted discretion in interpreting the regulations on occasions when applicability of any regulation is unclear.

LIABILITY

The County allows the use of its facilities with the understanding from the User that the County accepts no responsibility for the personal safety of any person on the County premises, either inside or outside the building during that use. The County is not responsible for damage, loss, or theft of personal property.

RESTRICTIONS

- No Alcohol
- No Pets
- No Smoking within the building

SECURITY

All events scheduled after normal business hours, weekends and holidays will be required to have security. The security will be provided by Lexington County Sheriff's Department only ~~at a rate of \$_____~~ at the current rate per hour.

RESERVATIONS

All reservations shall be made in writing. Reservation can not be made more than 90 days in advance or less than 14 days prior to the event.

DURING REGULAR BUSINESS HOURS

The following buildings or rooms within the building are available for use during regular business hours. (Note: Rooms are reserved on a first come basis and County related meeting have priority.)

Administration Building: Council Chambers(*County functions only*), Committee Room, Conference Room 2 A, Conference Room 2 B

Judicial Center: Restricted to County use only

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

Old Courthouse: Main Courtroom

Auxiliary Administration Building: Conference Room

Library: as determined by the Library Board

AFTER REGULAR BUSINESS HOURS, WEEKENDS & HOLIDAYS

Please make note that the County Administrator will have the final decision for reservations that are made for non-business hours.

Administration Building: Council Chambers(**County functions only**), Committee Room, Conference Room 2 A, Conference Room 2 B

Judicial Center: Restricted to County use only

Old Courthouse: Main Courtroom

~~Auxiliary Administration Building: Conference Room~~

Library: as determined by the Library Board

PRICE RATES

TBD

Administration Building

- Council Chambers
- Committee Meeting Room
- Conference Room A - 2nd Floor
- Conference Room B - 2nd Floor

Judicial Center (for County use only)

- Main Courtroom (Marc Westbrook Court Room)
- Courtroom 3A - 3rd Floor
- Courtroom 3B - 3rd Floor
- Courtroom 2A - 2nd Floor
- Courtroom 2B - 2nd Floor
- Grand Jury Room

Old Courthouse

- Main Courtroom

Auxiliary ~~Administration~~ Building

- Conference Room

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

Library

- As determined by the Library Board

BUILDING NAMING

The naming of Public Buildings shall be based on the following:

1. Rooms within public buildings may be named for individuals who have made exceptional contributions to the community such as:
 - a. The individual must have made a contribution to the community, which resulted in the improved well being of the citizens of Lexington County.
 - b. The individual must have been involved in Lexington County community affairs over a span of years that are sufficient for accomplishments and contributions to have taken place.
 - c. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multi cultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment or voluntary work.
2. A public building should be named to reflect the functionality of the facility.

Honorary Naming – Lexington County considers the naming of a public building, part of a building or other property in honor of an individual to be one of the highest recognitions that the County can bestow. In that context, only in extraordinary circumstances will property be named to memorialize individuals who have made extraordinary contributions to the County. Persons considered for naming honors shall have been dedicated to the purpose, nature and mission of the County, and have achieved outstanding distinction through civic, intellectual or artistic contributions to the development of the area, state, and nation.

A public building or part of a public building owned by the County may not be named for any living person who has served as a County/State/US elected official, officer, or employee unless at the time of the naming the person to be honored does not currently hold a public office and has not occupied public office for at least five (5) consecutive years.

Philanthropic Naming – Consideration for naming of a County building, part of a building or other property may be given in recognition of substantial financial gifts to the County. Individuals currently associated with the County can be so recognized.

**LEXINGTON COUNTY BUILDING NAMING & USAGE COMMITTEE
RULES, REGULATIONS & GUIDELINES – DRAFT(Revised 12/4/07)**

The proposed name should enhance the public reputation of the institution.

1. Form of Naming Display

- a. The official name of a building, in honor of an individual or in recognition of an appropriate donation, shall be determined by the County in cooperation with the donor.
- b. The building sign will typically reflect only the surname of the honoree or donor. In addition, a suitable plaque can be located in the lobby or other appropriate interior location, giving the full name and a brief biography of the person. Plaques shall be designed and installed in accordance with the County Building or Zoning Guidelines.

DONOR RECOGNITION VERSUS PROPERTY NAMING

Donations received for equipping or furnishing a classroom, lab, or studio space, that do not include the cost of building or renovating the space, can be given recognition through an appropriate plaque or alternative means within or adjacent to the space. This shall not constitute the “naming” of the space and thus does not fall under the jurisdiction of the Naming Process. When the equipment or furnishing becomes outdated, dysfunctional or is retired, the recognition will be withdrawn. All such recognition must be consistent with County’s Guidelines and may be given for individual pieces of equipment, furnishings or the like within a room.

SIGNAGE

Advertisements for County sponsored events may be posted on County property with the permission of the County Administrator. Municipal events may be advertised on County property that is located within the municipality that is sponsoring the event with the permission of the County Administrator.

FLAGS

Flags are to be flown **or lowered** in accordance with State and Federal protocol.

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.

RESOLUTION

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

WHEREAS, Carl M. Hust has had a long and distinguished history of more than thirty-eight years of public service to his community; and

WHEREAS, Carl was first appointed to the Irmo-Chapin Recreation Commission on August 26, 1969 as its first chairman where he served from 1969 through 1975. In 1995 Carl was reappointed for a second term where he served from 1995 through 2000 and in 2002, was reappointed to a third term where he served from 2002 through 2007 for a total of sixteen years; and

WHEREAS, during Carl's tenure on the Board, his leadership and vision was instrumental in the establishment and renovation of the Seven Oaks and Chapin Park facilities, the year-round programs for youth and senior citizens, the joint use of school facilities for recreation programs, and the opening of the magnificent Saluda Shoals Park on the Saluda River; and

WHEREAS, Carl is a former member of the Board of Trustees of the National Recreation and Park Association and former board member of the South Carolina Recreation and Parks Association; and

WHEREAS, Carl currently serves as the Executive Director of the South Carolina Seniors' Sports Classic, which he has served for over twenty years, and also served as the chairman of the National Senior Games Association – the National Senior Olympics; and

WHEREAS, Carl's continued commitment to his community included serving for over fifteen years from August 1, 1975 to February 28, 1991 on the Lexington/Richland School District Five Board of Trustees; and

WHEREAS, Governor David Beasley in 1995 awarded Carl the Order of the Palmetto, the highest civilian honor that a governor can bestow in South Carolina, recognizing him for his many years of public service.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, recognize **CARL M. HUST** for his tireless devotion to public service and to the sharing of his leadership, knowledge, vision, and time with the Irmo-Chapin Recreation Commission as to improving the recreational opportunities for the people of his community.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

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

WHEREAS, William O. “Bill” Rowell has had a long and distinguished history of nearly thirty years of public service to his community and the County of Lexington; and

WHEREAS, Mr. Rowell was elected as Lexington County Treasurer in 1992, serving his constituents and the County for 15 years; and

WHEREAS, prior to becoming an elected official, he served for 13 years as a member and chairman of the Lexington County Planning Commission; and

WHEREAS, during his tenure as Treasurer, Mr. Rowell was instrumental in leading his office in establishing innovative methods for the Lexington County Treasurer’s Office to provide quality services to the citizens. Mr. Rowell was instrumental in the issuing of the first Request for Proposals for Banking Services in the history of the County, resulting in competitive pricing for the banking services used by the County; oversaw increased use of banking services, such as lockbox and online services, to improve the effectiveness and efficiency of the Treasurer’s operations in the areas of payment processing, cash management, disbursements, and security and fraud prevention; offered residents the option to pay property taxes online with a credit or debit card; and began issuing vehicle decals and registrations from the Treasurer’s Office for regular annual renewals for convenience; and

WHEREAS, Mr. Rowell has been active in many statewide organizations such as the South Carolina Association of Auditors, Treasurers and Tax Collectors (SCATT) and the Government Finance Officers Association of South Carolina (GFOASC) where he is well-respected for his participation and leadership; and,

WHEREAS, Mr. Rowell has served both professionally and as a leader in his community having served in numerous capacities throughout his career to include serving as a member and chairman of the Midlands Technical College Commission; member and president of the South Carolina Association of Technical College Commissioners; national director, Southern Region, Association of Community College Trustees; member, Governor’s Initiative for Workplace Excellence – Round Table Advisory Board; United Methodist Church Finance Committee Chairman; Chairman, Board of Trustees; president of the Rotary Club; director of the Columbia and South Carolina Board of Realtors; president of Columbia Multiple Listings Service; and more; and

NOW, THEREFORE, BE IT RESOLVED that Lexington County Council expresses its heartfelt appreciation and gratitude to **WILLIAM O. “Bill” ROWELL** for his invaluable service and dedication to Lexington County and its citizens during his tenure as Lexington County Treasurer.

William C. “Billy” Derrick, Chairman

Debra B. “Debbie” Summers, Vice Chairman

James E. “Jim” Kinard, Jr.

George H. “Smokey” Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

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

WHEREAS, a resolution endorsing the funding and construction of an interchange at the intersection of Savany Hunt Road and Interstate 26 in Calhoun County; and

WHEREAS, Interstate 26 traverses Lexington County, South Carolina from east to west; and

WHEREAS, an Interchange Feasibility Study has been undertaken considering the needs and benefits of a new interchange at the intersection of Savany Hunt Road and Interstate 26; and

WHEREAS, Lexington County has determined that there are several businesses within proximity of the proposed interchange employing a host of Lexington County citizens as well as developable property in Lexington County; and

WHEREAS, thousands of Lexington County citizens travel Interstate 26 daily and an Interchange at Savany Hunt Road would promote safety and continue economic benefits for the entire region; and

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, do fully endorse and encourage the funding of and construction of an interchange at Interstate 26 and Savany Hunt Road and that such an interchange would enhance safety, relieve congestion and increase economic vitality in the Interstate 26 corridor benefiting all citizens of the immediate region.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

APPOINTMENTS - BOARDS & COMMISSIONS

December 11, 2007

BILLY DERRICK

Museum – Bill Shumpert (Resigned 7/23/07) Term expires 11/1/09

SMOKEY DAVIS

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

Board of Zoning Appeals - Bryan Clemenz (Resigned 03/20/07) Term expires 12/31/07

BOBBY KEISLER

Library Board – Fremont Huggins – Term expired 09/26/07 – Not eligible for reappointment

Museum Commission – Isaac D. Porter – Term expired 11/1/07 – Eligible for reappointment

JOHNNY JEFFCOAT

Assessment Appeals Board – Beth Dorn Lindardt – Term expired 09/21/07 – Eligible for reappointment

Board of Zoning Appeals – Stevan Amick – Term expires 12/31/07 – Not eligible for reappointment

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

JOHN CARRIGG

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

Museum Commission – Vacant – Term expired 11/01/06

Board of Zoning Appeals – Malcolm Dennis (Resigned 01/01/07) – Term expires 12/31/09

Planning Commission – Robert A. Wilbur – Term expired 8/26/07 – Not eligible for reappointment

BILL BANNING

Museum Commission – Toni L. Greer – Term expired 11/1/07 – Not eligible for reappointment

TODD CULLUM

Lexington Health Services – Ronald Moore (deceased) – Term expires 3/10/09

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

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

BUILDING CODE BOARD OF APPEALS

Gas/Mechanical – Marvin Smith – Term expired 8/13/07 – Eligible for reappointment

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Deborah L. Cannon – Resigned 6/30/07 – term expires 6/30/10; Two nominations forms for consideration by Midlands Workforce Development Board for:
Doug Combs and Wallace Steadman

RIVERBANKS ZOO COMMISSION

Robert P. Wilkins – Resigned – Term expires 6/31/09; Nomination form for Ms. Mary Talbert Howard included



MIDLANDS WORKFORCE DEVELOPMENT BOARD

Working Together for Tomorrow's Workforce

October 19, 2007

Diana Burnett
Lexington County Council
212 South Lake Drive
Lexington, SC 29072

Dear Ms. Burnett:

Enclosed are three nominations forms for the two vacant Business representative seats on the Midlands Workforce Development Board. These seats were vacated by Debbie Cannon and George Whittier. Ms. Cannon resigned her seat on the Board when it expired on June 30, 2007. Mr. Whittier was recently promoted by his employer and moved out of South Carolina. His seat was due to expire June 30, 2009.

We respectfully request that you choose two of attached nominees for appointment: Doug Bolin (Doug Bolin Agency), Doug Combs (Harsco Track Technologies) and Wallace Steadman (Stock Building Supply) to the Midland Workforce Development Board to fill the vacancies for Business representative seats.

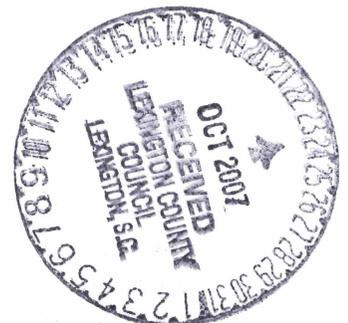
The Board and I appreciate the continued support of Council as we work together to serve the residents of Lexington County and improve their standard of living and quality of life. If you need any additional information, please do not hesitate to contact me at (803) 744-1670 ext 101.

Sincerely,

Bonnie A. Austin

Bonnie Austin, Director
Midlands Workforce Investment Area

Enclosure



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

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Doug Combs

Address: 200 Leventis Lane, Lexington, SC 29072

Employed by: Harsco Track Technologies

Address: 2401 Edmund Road, Cayce – West Columbia, SC 29171

Home Telephone: 803-957-5093 **Business Telephone:** 803-822-7558

Mobile Phone: 803-429-3357 **Beeper Number:** _____

Fax Number: 803-822-4832

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

Background information (include education, community- service activities, previous service county boards/commissions):

MBA – University of South Carolina

BS — Mechanical Engineering, Clemson University

Assistant Soccer Coach – Lexington Recreation League

Kids ACT (youth charity organization)

YMCA – Adventure Guides Member

Past President & Vice President of Bent Creek Homeowner's Association

Submitted by: *Doug Combs*

Date: 10/18/07

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Midlands Workforce Development Board

Nominee: Wallace Steadman

Address: 455 Clearview Dr. Columbia, S.C. 29212

Employed by: Stock Building Supply

Address: 1375 Veterans Road - Columbia, S.C 29209

Home Telephone: 803-407-1757 Business Telephone: 803-776-2100

Ext 225

Mobile Phone: 1-803-397-6337 Beeper Number: N/A

Fax Number: 1-803-776-7320

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

Yes.

Background information (include education, community- service activities, previous service county boards/commissions):

Graduated from Ridge Spring Monetta High School - 1971, Associate Arts

Degree Wingate College 1973, Attended Clemson 1 year, City of North Augusta

Zoning Board of Adjustments 1983-1987, Associate Vice president of

Columbia HBA Board 2003-2007, Member of Union UMC - Irma

Currently Stewardship Chairman, Served as Evangelism Chairman, Finance
Committee and past MYF Counselor

Presently manager of Stock Building Supply. This is one of 4 Locations

in Columbia Markets We were named "Small Market of Year" last year

for all locations of Stock in US.

Submitted by: Wallace Steadman

Date: 10-12-07

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Riverbanks Zoo Commission

Nominee: Mary Talbert Howard

Address: 1016 Courts Ferry Rd Lexington SC

Employed by: Retired - District Administrator for

Address: both Congressman Spence & Congressman Wilson

Home Telephone: 359-3609 Business Telephone: _____

Mobile Phone: 206-3271 Beeper Number: _____

Fax Number: _____

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

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

Hartsville High School - USC, BA in Education
Board Member, Riverbanks Zoo Society -
Past President - presently, Secretary
Board Member, Lexington Medical Center
Foundation, past Secretary
Lexington Woman's Club - Past President
- Also served as State Legislative Chairman
Friends of Lexington County Museum - past
corresponding secretary
St. Peter's Lutheran Church - worship
& Marie Committee

Submitted by: Smokey Davis

Lexington County Council

Council District Number: 3

Telephone 803-785-8103

Date: November 27, 2007

FAX - 803-785-8101

Thank you so much for your
consideration for me as a Board
Member of the Zoo Commission -
Sincerely -
Mary Howard

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: December 4, 2007

TO: County Council Members

THROUGH: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: **Request for Approval to Utilize Competitive Sealed Proposal Process for Pet Services**

We are requesting the approval for the use of the Request for Proposal process in order to select the services of a qualified entity to occupy a facility in the Harbison area for the purpose of providing Lexington and Richland Counties a spay / neuter clinic, adoption center, and education center.

Due to the scope of this project, it would not be practical or to our advantage to write a comprehensive set of specifications that may limit our resources or restrict competition. In selecting an entity, it will also be advantageous to consider other award criteria in addition to cost. Request for Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors and qualifications.

It is our recommendation that we utilize the competitive sealed request for proposals procedure established in the County ordinance. In accordance with this ordinance, approval for use of this procedure must be obtained from County Council. We further recommend that this request be presented to County Council at their next scheduled meeting set for December 11, 2007.

Attached are the general services requirements for this Request for Proposal.

Thank you.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator

GENERAL RFP SERVICE REQUIREMENTS FOR PROPOSED ANIMAL SERVICES

1. Lexington County shall construct an approximate 25,000 square foot facility, consisting of a spay/neuter clinic, adoption center and education center.
2. The facility shall be located on property owned by the County of Lexington located on Bower Parkway.

Any response to this RFP by any entity shall include, at a minimum, the following:

1. One million dollars contribution toward the construction of the above facility as well as all construction costs exceeding four million dollars.
2. Adopt a minimum of 1,200 animals from Lexington County's Animal Shelter and 1,200 from Richland County's animal shelter each fiscal year. Each respective county and/or their designation must approve all such animals for adoption.
3. A Spay and Neuter Education Program for Lexington/Richland Counties which shall be approved in advance by each respective county shall continue for the term of this contract and shall include programs for elementary and high school curriculums in all Lexington and Richland school districts.
4. A pet education program for residents of Lexington/Richland Counties which shall be approved in advance by each respective county shall continue for the term of the contract and shall include information on how to care for pets, pet health needs, and breed appropriateness.
5. A spay and neuter voucher program for Lexington/Richland County citizens which shall be approved in advance by each respective county shall continue for the life of the contract and shall include a minimum of 500 vouchers per year for each County with 240 of the vouchers distributed to each respective county and at least 35% of the remaining vouchers distributed to low and moderate income individuals.
6. All animals taken by the provider shall be spayed and neutered prior to adoption.
7. An annual Animal Care Fair Event in both Lexington and Richland Counties shall be held to publicize education programs, adoption and animal care recognition, with such programs being approved in advance by each respective county.
8. Acting as a forwarding agent for licensing for Richland County on all animals adopted to Richland County residents, which shall include collecting licensing fees, remitting such fees to Richland County on a monthly basis, and aggressively promoting licensing with all educational programs.
9. Quarterly and annual statistical reports shall be provided to Lexington and Richland Counties for all programs included in this MOU and Agreement.

10. All animals being adopted by (Service Provider) from the respective shelters of the counties shall be transported to the Adoption Center by the (Service Provider).
11. Written proof of all adoption/fostered animals shall be provided on a monthly basis along with all spay/neuter documentation.
12. Animal behavior training shall be provided to all adopters.
13. Animal behavior training shall be provided to all Lexington and Richland County Animal Care employees anytime such training is provided to (Service Provider) employees.
14. The (Service Provider) is not entitled to any claims to or reimbursement of any investment or equity for any reason.

All of the above services shall be provided at no cost to either county. The provider shall be leased the above facility for \$1.00 per year upon the condition of providing all of the above services.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

DATE: December 4, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: Evaluation Committee Members for RFP #P08003
Pet Services

Listed below are suggested members for the Pet Services RFP evaluation committee. According to the County Ordinance, the County Administrator shall appoint the people to serve on the evaluation committee. Please let me know if you would like to appoint these people or anyone else to the committee.

We recommend the following people to serve in this capacity:

Chris Folsom, Animal Services Coordinator
Dr. Jim Cooler, County Veterinarian
Richland County Appointee
Richland County Appointee
Joe Mergo, Deputy County Administrator (Non-Voting Member)
Janice A. Bell, CPPB, Interim Procurement Manager (Non-Voting Member)

Please advise if you concur with these committee members.

Thank you

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 2, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Janice A. Bell, CPPB
Interim Procurement Manager

FROM: Angela M. Seymour
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 is required to have a store located in Lexington/Columbia, South Carolina area. The County received four (4) bids (see attached bid tabulation).

The bids were evaluated by Lori Adler, Human Resources Director and Angela M. Seymour, Procurement Officer. We recommend awarding this bid 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
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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 December 11, 2007.

Attachment

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

County of Lexington

Bid Tabulation

SOLICITING FULL LINE GROCERY CHAINS FOR CHRISTMAS GIFT CARDS

Qty	Description	Piggly Wiggly		Publix		Bi-Lo		Food Lion	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1300	Gift Cards	\$ 22.50	\$ 29,250.00	\$ 24.25	\$ 31,525.00	\$ 23.25	\$ 30,225.00	\$ 23.75	\$ 30,875.00

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 29, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

**SUBJECT: Phase IB and II Roadway and Water System Improvements
Saxe Gotha Industrial Park Project
Economic Development
BID NO B08028-11/27/07B**

Competitive bids were solicited and advertised for the Phase IB and II Roadway and Water System Improvements to serve the Saxe Gotha Industrial Park in Lexington County. A mandatory pre-bid was held on November 8, 2007 in which twenty-eight (28) general contractors attended. We received eleven (11) bids (see attached bid tabulation).

Deepal S. Eliatamby, PE, Alliance Consulting Engineers, Inc.; John Fechtel, Director Public Works; and Janice A. Bell, Interim Procurement Manager evaluated the bids (see attached). It is our recommendation to award this project to Walter L. Hunter Construction Company for a total of \$780,124.00.

Funds are appropriated in the following accounts:

4506-181100-5A7490	Saxe Gotha Industrial Park - Roadway Improvements	\$654,804.00
4506-181100-5A7471	Saxe Gotha Industrial Park - Water Improvements	\$125,320.00

I concur with the recommendation and further request that this bid be placed on County Council's agenda for their next scheduled meeting on December 11, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Al Burns, Economic Development Director
John Fechtel, Director of Public Works/Assistant County Administrator

County of Lexington

Bid Tabulation

B08028-11/27/07B

**SAXE GOTHA INDUSTRIAL PARK
PHASE IB AND II ROADWAY AND WATER SYSTEM IMPROVEMENTS**

BIDDER	TOTAL BID
Walter L. Hunter Construction Co.	\$780,124.00
Threlko, Inc.	\$801,491.39
US Group, Inc.	\$838,460.72
Richardson Construction Co.	\$850,989.30
Mabus Brothers Construction	\$870,901.95
C.R. Jackson, Inc.	\$874,895.00
Cherokee, Inc.	\$928,822.00
McClam & Associates, Inc.	\$936,945.65
Myles Construction	\$954,770.00
Rock Grading & Paving, Inc.	\$971,870.00
Palmetto Site Prep, LLC	\$984,390.77

Bids Opened: November 27, 2007

Janice A. Bell, CPPB
Interim Procurement Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 26, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: **CAMA & ROD Systems Development
Information Services**

We have received a purchase request for CAMA & ROD Systems Development for Information Services. The CAMA development team, representing the Assessors and IT Departments of Anderson, Lexington, Richland and Sumter counties have agreed on obtaining professional software development services from an individual available through Technology Solutions, Inc. (TSI). TSI is an approved supplier of IT professional services under the state's IT temporary services contracting program. However, this proposed contract would be directly with TSI rather than through state procurement, thereby eliminating an overhead charge by the state's third-party contract management firm (only state agencies are required to go through the contract management firm). The counties technical team has interviewed and approved Technology Specialist Rick Thompson to begin creating the code for the CAMA replacement project. Each county is responsible to pay 25% of the cost, which is within the approved range for the "System/Application Analyst" category of the state's IT temporary services contract. The Richland County IS Department for the past four years has used services of developers through TSI. The proposed contract is based on a template negotiated between Richland County and TSI for previous contracted services. Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase. Approval is requested to enter into a contract with TSI for up to 1,240 hours for the remainder of this fiscal year. The total cost including applicable sales tax is \$27,900.00.

Funds are appropriated in the following account:

4505-101900-520700
Technical Services

CAMA & ROD Systems Development
\$27,900.00

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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager
Rick Dolan, Assessor
Debbie Gunter, Register of Deeds

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 29, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

**SUBJECT: (1) Network Core Router
Information Services**

We received a purchase request for one (1) Network Core Router for Information Services. This router will be purchased from Data Network Solutions through South Carolina State Contract Number 06-S6983-A11898. The total cost including applicable sales tax is \$85,754.99.

Funds are appropriated in the following account:

1000-102100-5A8034	(1) Network Core Router	\$85,754.99
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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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

MEMORANDUM

DATE: 11/26/2007
TO: JANICE BELL, PROCUREMENT OFFICER
FROM: JIM SCHAFER, IT MANAGER; MIKE UCJICH, CIO
RE: CORE ROUTER REPLACEMENT

Attached please find a requisition for (1) Enterasys Matrix N7 Network Core Router¹, Account No. 1000-102100-5A8034. It is recommended that Council approve this purchase in the amount of \$85,775 from Data Network Solutions of Chapin, SC, under General State Contract No. 06-S6983-A11898. The purchase includes hardware, operating system, router management software, 84 RJ45 ports, and 38 Gigabit ports/connections, and including installation, training and seven months technical currency and support.

The purpose of this purchase is to replace the existing central core router for the county's network. The existing central core router is located in the IS computer room and supports all enterprise computing functions (Case Management System, GIS, Banner, CAMA, EMS Field Reporting, etc.) including Internet and email traffic, both incoming and outgoing.

The existing core router needs to be replaced due to its age and capacity. It was installed in June, 2001; the time is right to replace this aging unit. Also, the volume of data on the network is approaching the capacity of the router, particularly during periods when backups are being done and when there is a large amount of network activity, such as when employees are first signing onto the network in the mornings. The existing unit cannot be upgraded to provide the needed capacity to serve for a sufficient length of time to warrant such an investment.

¹ Core routers are switching computers that sit in the middle of the county's network and are used on the main connection links (backbone) of the county's networks which is comprised of local area networks (LANS) run by network switches on the various floors and buildings of the county.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 26, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

**SUBJECT: (1) Internet Traffic Shaping Device
Library Services**

We received a purchase request for one (1) Internet Traffic Shaping Device for Library Services. The equipment will be purchased from Data Network Solutions through South Carolina State Contract Number S6404-A10526. The total cost including applicable sales tax is \$10,830.00.

Funds are appropriated in the following account:

2330-230099-5A8469	Library State Funds
(1) Internet Traffic Shaping Device	\$10,830.00

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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dan MacNeill, Library Director

COUNTY OF LEXINGTON
911 COMMUNICATIONS CENTER & EMERGENCY OPERATIONS CENTER

Evaluation Committee Report and Recommendation
Request for Qualifications No. PQ08002-11/14/07B

November 30, 2007

PURPOSE

The County of Lexington solicited resumes from qualified architectural firms for the design, construction and administration of the New 911 Communications Center & Emergency Operations Center. This project must meet all current FEMA standards for site security, building design and construction. A few notable features of this approximately 10,000 square foot facility must include a roof and exterior walls hardened to resist tornadic forces, a lobby designed to minimize blast effects, multiple security access levels, an area specifically planned for press conferences, interviews, and other interaction with members of the media. The new communications and operations center, including its utility and support systems, must be able to withstand the extreme wind pressures and windborne debris associated with a tornado. The facility's exterior walls and roof shall be designed to resist 250 mph (3-second gust) wind speeds and the impact of a 15-pound wood 2x4 traveling at 100 mph. Radio, telephone, and IT needs are also critical. Additional considerations include aerodynamics, natural lighting, sound reduction qualities, fiber optic links and redundancy of power and utilities (e.g. generator and HVAC).

EVALUATION COMMITTEE

County Council approved the use of the Request for Qualifications process for these services. An evaluation committee was approved by Mrs. Katherine Hubbard, County Administrator, which is required by the County's Purchasing Ordinance and RFP Criteria, to evaluate and review the resumes. After evaluations are complete, the committee is to report their recommendation to County Council. Committee members were Nikki Rodgers, Communications Coordinator; Chief Keith Kirchner, Assistant Sheriff; Chief Russell Rawl, Fire Service Coordinator; Chief Brian Hood, EMS Coordinator, Mike McMasters, Emergency Response Coordinator; Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security; Joe Mergo, Deputy County Administrator; George Brothers, Homeland Security Officer; John Fechtel, Director of Public Works/Assistant County Administrator; and Janice A. Bell, Interim Procurement Manager.

SOLICITATION REQUIREMENTS

The required legal advertisement soliciting resumes from qualified engineering firms was placed and appeared in the South Carolina Business Opportunities Publication on October 25, 2007. Notification was also posted on our website and mailed to firms on our bidders' list.

Resumes were due and received by 3:00 p.m. on November 14, 2007. At that time, the County received resumes from seven (7) firms:

Stevens & Wilkinson of South Carolina Inc.
Jumper Carter Sease Architects, PA
CDA Architects
Kling Stubbins
Cummings & McCrady, Inc.
HOK
Stewart Cooper Newell Architects

***Evaluation Committee Report and Recommendation
Request for Qualifications No. PQ08002-11/14/07B***

EVALUATION PROCESS

To begin the evaluation process, copies of the resumes were distributed to each committee member on November 15, 2007 for individual evaluation. The committee met again on November 19, 2007 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, (b) experience, qualifications and technical competence in 911 building design, (c) willingness to meet time and budget requirements, (d) locations, (e) recent, current and projected work loads of the firm, (f) creativity and insight related to the project, and (g) related experience on similar projects.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the committee conducted in-depth interviews on November 28, 2007 with the five (5) highest rated offerors. Interviewed were Stevens & Wilkinson of South Carolina, Inc., CDA Architects, Kling Stubbins, HOK, and Stewart Cooper Newell Architects. Following the interviews, each committee member was given the opportunity to reevaluate the scores given to each firm. The evaluation committee has selected CDA Architects as the highest rated firm.

RECOMMENDATION

The committee hereby submits and recommends for Council's consideration and approval to begin negotiations with CDA Architects. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on December 11, 2007.

Janice A. Bell, CPPB
Interim Procurement Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 29, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

**SUBJECT: Portable Back-Up PSAP/Radio Equipment
Public Safety/Communications**

We received a purchase request for Portable Back-Up PSAP/Radio Equipment for Public Safety/Communications. This equipment will be purchased directly from the manufacturer (Motorola) through South Carolina State Contract #OIR2002.07. The total cost including applicable sales tax is \$323,882.87.

Funds are appropriated in the following account:

2605-131300-5A8310	PS/Emergency Telephone System E-911
Portable Back-Up PSAP/Radio Equipment	\$323,882.87

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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Nikki Rodgers, Communications Coordinator

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 26, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: **(4) Dell Latitude Laptop Personal Computers with Docking Stations
Public Safety/EMS**

We have received a purchase request for four (4) Dell Latitude Laptop Personal Computers with Docking Stations for Public Safety/EMS. These laptops will be purchased from Dell Marketing through South Carolina State Contract #05-S6656-A11104. The laptops have been approved through the Supplemental Homeland Security Regional Medical Assistance Team (RMAT) Grant. Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase. The total cost including applicable sales tax is \$5,923.52.

Funds are appropriated in the following account:

2477-131400-5A7534	Supplemental Homeland Security Grant
(4) Laptops with Docking Station & CDRW	\$5,923.52

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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Chief Brian Hood, EMS Coordinator

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 26, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: (2) 800 MHZ Radios with Antennas
Public Safety/EMS

We received a purchase request for two (2) 800 MHZ Radios with Antennas for Public Safety/EMS. These radios will be purchased directly from the manufacturer (Motorola) through South Carolina State Contract #OIR2002.07. The total cost including applicable sales tax is \$8,782.45.

Funds are appropriated in the following account:

1000-131400-5A8120	(2) 800 MHZ Radios with Antennas	\$8,782.45
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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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Chief Brian Hood, EMS Coordinator

COUNTY OF LEXINGTON
Procurement Services

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

DATE: November 27, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Janice A. Bell, CPPB
Interim Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Track Mini Excavator**
Public Works Department
Bid No. B08029-11/14/07B

Competitive bids were solicited and advertised for a Track Mini Excavator for the Public Works Department. The County received five (5) bids of which one (1) was a no bid (see attached bid tabulation). John Fechtel, Director of Public Works and Angela M. Seymour, Procurement Officer evaluated the bids. We recommend award to Linder Industrial Machinery as the low bidder meeting specifications. The total cost including applicable sales tax is \$40,736.95.

Funds are appropriated in the following account:

1000-121300-5A8075	(1) Track Mini Excavator	\$40,736.95
--------------------	--------------------------	-------------

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on December 11, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works/Assistant County Administrator

County of Lexington

Bid Tabulation

BID: B08029-11/14/07B

TRACK MINI EXCAVATOR

Quantity	Description	Blanchard Machinery		Van Lott, Inc		Altman Tractor		Stafford	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Track Mini Excavator		\$ 44,085.00		\$ 41,080.00		No Bid		\$ 85,990.00
	Optional Items								
	24' Smooth Edge Cleaning Bucket		\$ 745.00		\$ 720.00		No Bid		\$ 800.00
	12" Digging Bucket		\$ 632.00		\$ 680.00		No Bid		\$ 520.00
	Roadliner Tracks		\$ 3,284.00		\$ 2,033.00		No Bid		No Bid
	Subtotal		\$ 48,746.00		\$ 44,513.00		No Bid		\$ 87,310.00
	Tax		\$ 300.00		\$ 300.00		No Bid		\$ 300.00
	Total		\$ 49,046.00		\$ 44,813.00		No Bid		\$ 87,610.00

Quantity	Description	Linder Industrial	
		Unit Price	Total
1	Track Mini Excavator		\$ 37,855.00
	Optional Items		
	24' Smooth Edge Cleaning Bucket		\$ 651.00
	12" Digging Bucket		\$ 502.95
	Roadliner Tracks		\$ 1,428.00
	Subtotal		\$ 40,436.95
	Tax		\$ 300.00
	Total		\$ 40,736.95

Bids opened: November 14, 2007

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 13, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Janice A. Bell, CPPB
Interim Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (4) 800 MHZ Radios with Accessories
Sheriff's Department

We received purchase requests for four (4) 800 MHZ Radios with Accessories for the Sheriff's Department. These radios will be purchased directly from the manufacturer (Motorola) through South Carolina State Contract #OIR2002.07. The total cost of these radios including applicable tax is \$21,961.36.

Funds are appropriated in the following accounts:

2641-151200-5A8398	LE/School District 5
(2) 800 MHZ Radios with Accessories	\$10,980.68
2644-151200-5A8362	LE/Alive at 25 Grant
(1) 800 MHZ Radio with Accessories	\$5,490.34
1000-151200-5A8204	GF/County Ordinary
(1) 800 MHZ Radio with Accessories	\$5,490.34

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 December 11, 2007.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 29, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

SUBJECT: Fleet Vehicle Additions – Sheriff’s Department

We are in receipt of a purchase request for three (3) New 2008 Dodge Charger Intermediate Pursuit Sedans for the Sheriff’s Department. These vehicles are being purchased from Butler Chrysler Dodge Jeep through South Carolina State Contract Number 08-S7611-A13379. These vehicles will require emergency equipment, which is available from Dana Safety Supply/DBA Palmetto Distributors through South Carolina State Contract Number 04-S6457-A10614 and West Chatham Warning Devices, Inc. The installation of the emergency equipment and accessories will be purchased from Light-N-Up through County Contract Number C05011-02/09/05B. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. The total cost including applicable sales tax is \$76,203.64.

It is recommended that the award be made to multiple vendors as follows:

Butler Chrysler Dodge Jeep	\$ 67,215.00
Dana Safety Supply/DBA Palmetto Distributors	6,952.54
Light-N-Up	720.00
West Chatham Warning Devices, Inc.	1,316.10
2455-151200-5A8430	LE/Highway Safety DUI Enforcement
(3) Marked Vehicles with Equipment	\$76,203.64

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 December 11, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Sheriff’s Department
Sylvia Dillon, Sheriff’s Department
Ellis Gammons, Fleet Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: November 27, 2007

TO: Katherine L. Hubbard
County Administrator

FROM: Janice A. Bell, CPPB
Interim Procurement Manager

**SUBJECT: Replacement Parts for Core Hub
Sheriff's Department**

We received a purchase request for Replacement Parts for the Core Hub for the Sheriff's Department. These parts will be purchased from Data Network Solutions through South Carolina State Contract Number S6404-A10526. The total cost including applicable sales tax is \$20,539.83.

Funds are appropriated in the following account:

1000-151200-5A8422	Replacement Parts for Core Hub	\$20,539.83
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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 December 11, 2007.

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

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, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M07-09**

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

3512 Bush River Road, Columbia

Zoning Classifications: (Current) C1 Neighborhood Commercial (Proposed) C2 General Commercial

TMS#: 003696-04-005 P/O Property Owner: Chris Schroeder

Reason for the request: I wish to change the zoning classification to allow for a food services activity.

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: 11/14/07 Applicant: Owner Agent

Phone #(s): work 803-772-7930 _____

Signature: _____ Printed Name: Chris Schroeder

Street/Mailing Address: 3512 Bush River Rd., Columbia 29210

11/14/07	Application Received
	Newspaper Advertisement
	Notices Mailed

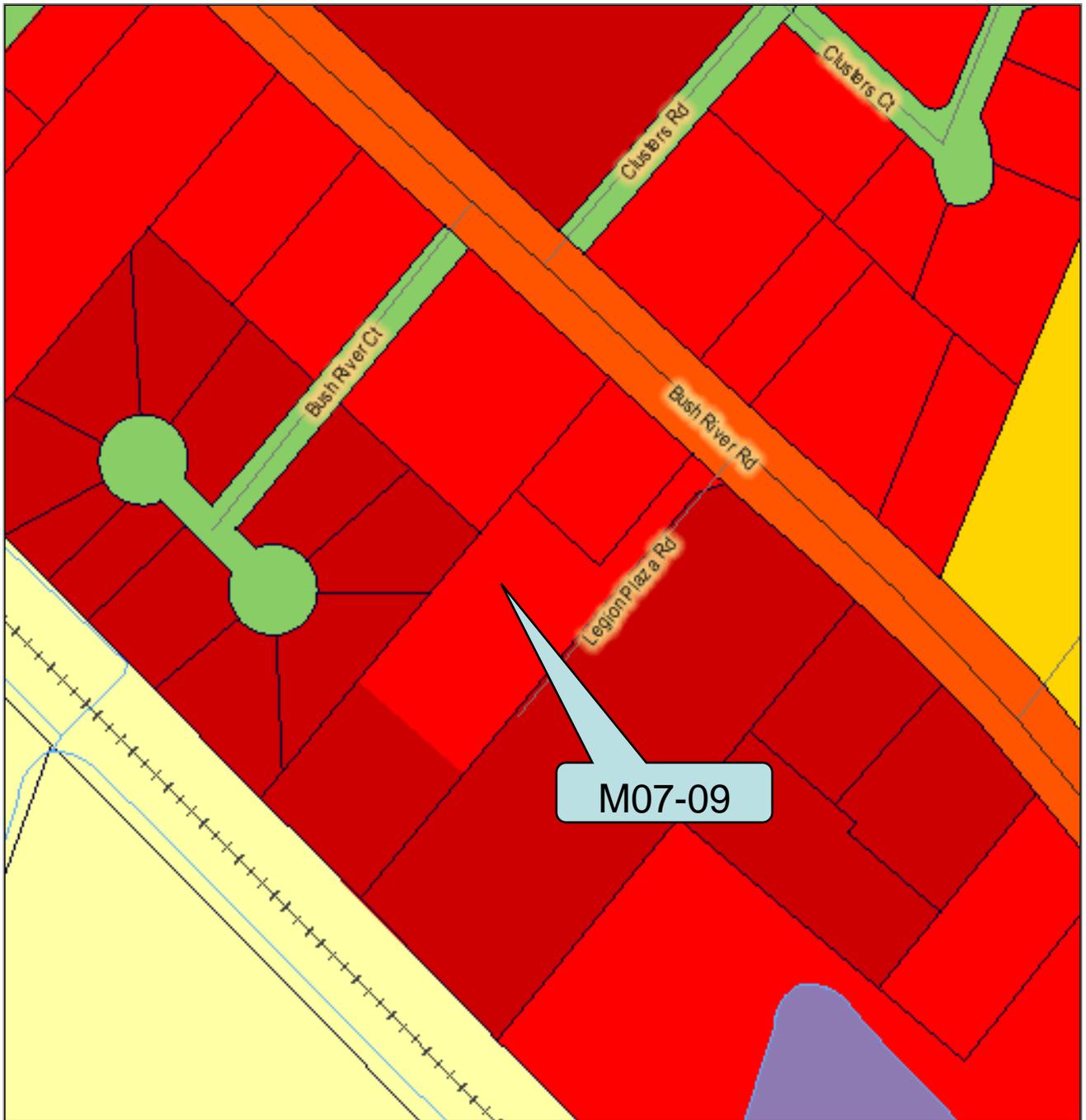
11/14/07	Fee Receipted
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

12/11/07	First Reading	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M07-09



ZONING LEGEND

I - Interstate	RL5 - Residential Local 5	ID - Intensive Development
A - Arterial Road	RL6 - Residential Local 6	PD - Planned Development
C - Collector Road	LC - Limited Commercial	R1 - Low Density Residential
L - Local Road	C1 - Neighborhood Commercial	R2 - Medium Density Residential
LL - Limited Local Road	C2 - General Commercial	R3 - High Density Residential
RL4 - Residential Local 4	D - Development	RD - Restrictive Development

Zoning Map Amendment Application M07-09

3512 Bush River Rd



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

ORDINANCE 07-11

AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2007-2008

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

Section 1. Findings: Since the adoption of the annual budget for the Fiscal Year 2007-2008, County Council has determined that additional funding needs to be appropriated to meet certain needs of the County for Fiscal Year 2007-2008. County Council has further determined that additional appropriations may be made from the General Fund balance into specific accounts so as to meet any additional Fiscal Year 2007-2008 obligations of Lexington County.

NOW, THEREFORE, be it enacted by the County Council of Lexington County as follows:

County Council hereby makes a supplemental appropriation not to exceed the sum of \$1,500,000.00 (One Million, Five Hundred Thousand and No/100 Dollars) from the County General Fund balance to be used for the benefit of controlling the Lexington County pet population.

Enacted this _____ day of _____, 2007.

William C. "Billy" Derrick, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Files w/Clerk of Court:

Ordinance No.: 07-16

**AN ORDINANCE TO IMPOSE A REGISTRATION FEE FOR
MANUFACTURED HOMES THAT ARE REGISTERED WITH THE COUNTY.**

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, be in enacted by the County Council of Lexington County as follows:

Be it ordained as follows:

Section 1.

Pursuant to S. C. Code § 6-1-150(E), there is hereby imposed a registration fee of \$25.00 to be paid when a manufactured home or mobile home is registered with the County.

Section 2.

This fee shall be applicable to any mobile home that is located within the unincorporated area of Lexington County.

Section 3.

The amount of this fee may be amended by a vote of County Council if the State law were to be amended to allow a change in the registration fee.

This Ordinance shall become effective January 01, 2008.

Enacted this ____ day of _____, 2007.

William C. Derrick
Chairman, Lexington County Council

Attest:

Diana Burnett, Clerk

First Reading: _____
Second Reading: _____
Public Hearing: _____
Third & Final Reading: _____
Filed w/Clerk of Court: _____

AN ORDINANCE

AUTHORIZING AN AMENDMENT TO A LEASE AGREEMENT DATED AS OF DECEMBER 1, 1996 BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND MICHELIN NORTH AMERICA, INC. TO GRANT THE COMPANY CERTAIN INFRASTRUCTURE TAX CREDITS; AUTHORIZING THE ISSUANCE OF LEXINGTON COUNTY, SOUTH CAROLINA INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES THROUGH DECEMBER 31, 2012, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$300,000,000 FOR THE PURPOSE OF FINANCING CERTAIN COSTS OF AN EXPANSION TO OR IMPROVEMENT OF THE MANUFACTURING FACILITIES OF THE COMPANY IN THE COUNTY CONSISTING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EXPANSION, IMPROVEMENT, DESIGN AND ENGINEERING, IN PHASES, OF ADDITIONAL OR IMPROVED MACHINERY AND EQUIPMENT, BUILDINGS, IMPROVEMENTS OR FIXTURES; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Lexington County, South Carolina (the "County") acting by and through the Lexington County Council (the "County Council"), is authorized by Title 4, Chapters 1 and 29, Code of Laws of South Carolina, 1976, as amended (collectively, the "Act"), to acquire, own, lease, and dispose of properties through which the industrial and commercial development of the State of South Carolina will be promoted and trade and commerce developed by inducing manufacturing and commercial enterprises to locate and/or expand existing facilities in the State of South Carolina, and thus utilize and employ the manpower and natural resources of the State of South Carolina; and

WHEREAS, the County is authorized by Section 4-1-175 and 4-29-68 of the Act to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170 and Section 4-29-60 or Section 4-29-67 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, pursuant to a Bond Ordinance adopted December 19, 1996, (the "1996 Ordinance"), the County Council authorized the issuance of Lexington County, South Carolina Industrial Revenue Bonds in an aggregate principal amount not exceeding \$450,000,000 in one or more series through December 31, 2004, or through December 31, 2006, if an extension of time in which to complete the Project was granted by the County pursuant to Section 4-29-67 of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (the "Bond Act") (the "1996 Bonds") \$100,000,000 of which were not issued for the purpose of financing the costs of the acquisition, construction, installation, expansion, improvement, design, and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures (the "Project") which constitute expansions or improvements of the manufacturing facilities (the "Older Facilities") owned by Michelin North America, Inc. and its affiliates (collectively, the "Company") and located in the County; and

WHEREAS, pursuant to a Bond Ordinance adopted October 23, 2001 (the "2001 Bond Ordinance," and together with the 1996 Ordinance, the "Ordinances"), the County Council authorized the issuance of Lexington County, South Carolina Industrial Revenue Bonds in an aggregate principal amount not exceeding \$100,000,000 in one or more series (the "2001 Bonds" and collectively with the 1996 Bonds, the "Bonds") for the purpose of financing the costs related to an expansion of the Project to include additional properties, improvements, machinery, and other personal property which would enhance the Company's manufacturing processes and their flexibility and which was to be located at the Company's existing facility in the County and at a new facility (the "New Facility," and collectively with the Older Facilities, the "Facilities") in the County located adjacent thereto (collectively with the Project, the "Expanded Project"); and

WHEREAS, the County desires to offer certain incentives to the Company to continue to invest in the Expanded Project to include additional real properties, improvements, machinery, and other personal property which would enhance the Company's manufacturing processes and their flexibility and which would be located at the Company's Facilities in the County; and

WHEREAS, the Expanded Project involves infrastructure serving the County within the meaning of Section 4-29-68 of the Act; and

WHEREAS, having determined in the Ordinances that the Expanded Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and, in furtherance thereof, to assist the Company in expanding the Project within the County, the County has agreed to provide the Company with an infrastructure credit to assist in defraying the costs of designing, acquiring, constructing, improving, or expanding infrastructure land and improvements to real property as defined in Section 4-29-68(A)(2) of the Act (the "Infrastructure Project") in order to induce the Company to proceed with the Expanded Project in the County and, in connection therewith, to make the Infrastructure Project available to the Company under and pursuant to the terms of the Lease; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by the Bond Act to issue Industrial Revenue Bonds for the purpose of defraying the cost of acquiring, by construction and purchase, and in connection with any such acquisition, to enlarge, improve and expand any project and to secure the payment of such bonds; and

WHEREAS, it has been determined that financing the anticipated remaining costs of the Project and the anticipated costs of the Expanded Project, including necessary expenses incidental thereto, may require, in addition to the issuance of the Bonds, the issuance, in one or more series, of

not exceeding \$300,000,000 Lexington County, South Carolina Industrial Revenue Bonds (the "2007 Bonds").

WHEREAS, the County Council has caused the following documents to be prepared and presented to this meeting which the County either proposes to execute and deliver or which constitute a part of this financing:

- (a) The form of the Bonds;
- (b) A form of a Bond Purchase Agreement between the County, as seller, the Purchasers and the Company (the "Bond Purchase Agreement");
- (c) A form of an Amendment to Lease Agreement containing an amendment to the Lease;
- (d) A form of an Amendment to Trust Indenture continuing an amendment to the Trust Indenture; and
- (e) Such other documents and certificates as may be deemed necessary or desirable to consummate the transactions contemplated by the foregoing documents.

WHEREAS, it appears that the foregoing documents are in appropriate form and substance for execution by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE LEXINGTON COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS

Section 1.1. Pursuant to the Act and particularly Section 4-29-60 thereof, the Lexington County Council has made and hereby makes the following findings:

(a) By providing improved or expanded manufacturing, production, distribution and research and development capabilities which will enhance the productivity and general economic viability of the Facilities, the Infrastructure Project and the Expanded Project subserves the purposes of the Act by promoting industrial development in the County and in the State of South Carolina.

(b) Each of the Infrastructure Project and the Expanded Project constitute a "project" within the meaning of the Act.

(c) The Expanded Project benefits the general public welfare of the County by providing employment and other public benefits not otherwise provided locally.

(d) Neither the Infrastructure Project, the Expanded Project, nor the issuance of the 2007 Bonds to finance the cost of the Expanded Project will give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

(e) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Expanded Project may require expenditures of at least \$750,000,000. Therefore, in addition to the issuance of the Bonds, it is desirable to authorize that the 2007 Bonds be issued in one or more series through December 31, 2012, in the aggregate principal amount not exceeding \$300,000,000.

(f) The amounts necessary to pay the principal, interest, and other amounts which may become due under the 2007 Bonds are the amounts which are to be paid by the Company as set out and provided for in the Lease Agreement.

(g) Because of the well-established credit position of the Company, no reserve funds are needed to be established in connection with the retirement of the 2007 Bonds or the maintenance of the Expanded Project.

(h) Under the terms of the Lease Agreement, all costs of maintaining, repairing, and insuring the Expanded Project will be borne by the Company.

(i) If the funds provided by the County from the proceeds of the sale of the Bonds are not sufficient to pay the entire cost of the Expanded Project, the Company, under the terms of the Lease Agreement, will provide such additional funds as are required to complete the Project.

(j) The 2007 Bonds will be issued as tax-exempt bonds pursuant to Section 4-29-130 of the Bond Act, but the interest thereon shall not be exempt from federal income taxation.

ARTICLE II

ISSUANCE OF THE 2007 BONDS

Section 2.1. Authorization. The County Council hereby authorizes the issuance of the 2007 Bonds in one or more series as may be requested by the Company from time to time through December 31, 2012, in the aggregate principal amount of \$300,000,000. Each series of 2007 Bonds shall be executed in the name of Lexington County with the manual, stamped or facsimile signature of the Chairman of County Council, with his signature attested to by the manual signature of the Clerk to County Council, shall have the seal of the County Council impressed or imprinted thereon and shall be authenticated by the endorsement of the Trustee.

Section 2.2. Denominations. Except as may be reasonably requested by a Holder, the 2007 Bonds shall be in denominations of \$10,000,000 each except that the last 2007 Bond in any Series may be in a denomination less than \$10,000,000. The 2007 Bonds within each Series shall be numbered consecutively and each 2007 Bond shall bear the indication that it is "R____" within such Series.

Section 2.3. Form of 2007 Bonds/Modification. The 2007 Bonds shall be in substantially the form attached hereto as Exhibit A. Upon the marketing or remarketing of the 2007 Bonds, the

Company with the consent of all the Holders of the 2007 Bonds then outstanding may request the County to modify the 2007 Bonds to change the interest rate, accelerate the payment of interest or principal or both. The executing officers of the County shall approve such changes, provided the lease payments are simultaneously adjusted so that the lease payments coincide with the revised payment of principal and interest on the 2007 Bonds; provided further, that as a result of any such change the County will not incur any pecuniary liability, it being understood and agreed that the payments by the Company under the Lease Agreement shall always be fully sufficient to meet the County's obligations under the 2007 Bonds. Execution by the officers of the County shall constitute conclusive evidence of the County's approval of any and all changes or revisions therein from the form of the Bonds now before this meeting.

As more fully provided in the Trust Indenture, certain modifications or alterations to the Trust Indenture, the Lease Agreement, and the 2007 Bonds may be made with the consent of the Company and the Holders of the 2007 Bonds. To the fullest extent permitted by law, such changes to the form of the 2007 Bonds, the Lease Agreement, and the Trust Indenture shall not require any further action by or approval of the County Council. However, to the extent any further action or approval is required, the County agrees to consider the adoption of such amendatory or supplemental ordinances or resolutions and to execute such further documents as may be necessary or desirable to effectuate any such changes thereto as shall not be adverse to the County and are consistent with the terms and the intent hereof.

SECTION 2.4. LIMITED OBLIGATIONS. THE 2007 BONDS SHALL BE LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS DERIVED FROM THE PROJECT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF

THE COUNTY. THE 2007 BONDS DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

Section 2.5. Disposition of Proceeds. The proceeds from the sale of the 2007 Bonds shall be deposited in a construction fund (the "Construction Fund") to be held by the Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Lease Agreement and the Trust Indenture. Any monies in the Construction Fund shall be invested in accordance with the terms of the Trust Indenture.

ARTICLE III

AMENDMENT TO LEASE AGREEMENT

Section 3.1. Authorization. The County Council hereby authorizes the execution and delivery of the Amendment to Lease Agreement which contains an amendment to the Lease Agreement agreeing to the provision of an additional infrastructure credit for the Company, the form of such Amendment to Lease Agreement being attached hereto as **Exhibit B**.

ARTICLE IV

EXECUTION AND DELIVERY OF OTHER DOCUMENTS

Section 4.1. Documents. The Lexington County Council hereby authorizes and directs the Chairman of County Council and the Clerk to County Council to execute and deliver the following documents, together with such changes from the form of such documents presented at this meeting as such executing officer may approve, their execution and delivery of such documents to constitute conclusive evidence of their approval of any such changes or revisions:

- (a) The 2007 Bonds;
- (b) The Bond Purchase Agreement;
- (c) The Amendment to Lease Agreement;
- (d) The Amendment to Trust Indenture;
- (e) Such other documents and certificates as may be deemed necessary or desirable to consummate the transactions contemplated by the foregoing documents.

Each and every covenant made herein and in the foregoing documents is predicated upon the condition that any obligation for the payment of money incurred by the County shall not create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers, but shall be payable solely from revenues and other amounts derived from the Project. Subject to the foregoing, the County covenants that it will promptly pay the principal of and interest on the 2007 Bonds at the place, on the dates, and in the manner provided herein and in the 2007 Bonds according to the true intent and meaning thereof.

Section 4.2. Instruments of Further Assurance. The County covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and things as may be reasonably required for the better assuring, transferring, conveying, assigning, and confirming the assignment of the Trust Estate as contemplated hereby or as may reasonably be required to market or remarket the 2007 Bonds without limiting the generality of the foregoing, the County agrees to adopt such amendatory or supplemental ordinances or resolutions and to execute such mortgages, security agreements, pledges, and assignments as may be necessary or desirable in connection with the marketing or remarketing of the 2007 Bonds.

ARTICLE V

PAYMENTS AND PREPAYMENTS

Section 5.1. Payments on 2007 Bonds. Payment of principal and interest on the 2007 Bonds shall be made to the order of the Bondholders or their legal representatives at such address as the Bondholders or legal representatives may direct. The 2007 Bonds shall be payable as to principal, interest, and premium, if any, in immediately available lawful money of the United States of America.

Section 5.2. Source of Payments. Amounts due under the 2007 Bonds shall be payable by the County solely out of (i) the proceeds of the sale of the 2007 Bonds, (ii) the rents and revenues derived from the Project, (iii) any proceeds accruing to the County on account of insurance of the Project, (iv) any monies accruing to the County on account of any taking or condemnation of title to all or part of the Project, and (v) any monies arising out of the investment or reinvestment of said proceeds, rents, revenues or monies.

Section 5.3. Direct Payments by Company. As provided in Section 4.4 of the Lease Agreement, the rental payments by the Company, which are required to be sufficient in amount to pay the principal of, interest on and all other sums due under the 2007 Bonds, are to be made directly to the Trustee.

Section 5.4. Prepayment of the 2007 Bonds. The 2007 Bonds shall be subject to prepayment, at the option of the Company, by the County prior to maturity, without prepayment penalty, premium or other charge, in whole or in part, at any time and from time to time, upon two (2) days written notice to the Trustee from the Company of the intention of the Company to prepay amounts due by them pursuant to the terms of the Lease Agreement. All prepayments shall be applied in payment of the Bonds in inverse order of maturity unless the Company directs otherwise

pursuant to the terms of the Trust Indenture. Upon such proper prepayment, the Bonds, or portions thereof so prepaid, shall cease to bear interest and shall not be deemed to be outstanding under the provisions of this Bond Ordinance.

ARTICLE VI

MISCELLANEOUS

Section 6.1. State Approval. The approvals, authorizations, and directions contained in this Bond Ordinance are subject to approval by the State Budget and Control Board of South Carolina. Such approvals, authorizations, and directions shall become automatically and fully operable upon the receipt by the County of a resolution of the State Budget and Control Board responsive to the petition of the County Council authorized by the County Council and filed pursuant to Section 4-29-140 of the Bond Act.

Section 6.2. Severability. The provisions of this Bond Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 6.3. Transferal of Lexington County's Rights and Duties. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Bond Ordinance shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall have been transferred.

Section 6.4. Ordinance Modification. The County agrees that this Bond Ordinance shall not be amended, rescinded, or modified after the delivery of the first series of 2007 Bonds except with the prior written consent of the Trustee and the holders of the 2007 Bonds.

Section 6.5. Effective Date of Bond Ordinance. This Bond Ordinance shall take effect immediately upon third reading of the County Council and shall supersede any inconsistent ordinances.

First reading: _____

Second reading: _____

Public hearing: _____

Third reading: _____

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned Clerk to Lexington County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Lexington County Council at a duly called and properly conducted meeting on _____, 2007.

2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called, properly advertised, and properly conducted meetings of the County Council; and the public hearing was properly advertised and properly conducted.

3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Lexington County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Lexington County on this ___ day of _____, 2007.

Diana W. Burnett, Clerk
Lexington County Council

[SEAL]

EXHIBIT A

(FORM OF INDUSTRIAL REVENUE BOND)

LEXINGTON COUNTY, SOUTH CAROLINA

INDUSTRIAL REVENUE BOND

(MICHELIN NORTH AMERICA, INC.)

SERIES 2007

U.S. \$ _____, 20__

THESE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED OR SOLD UNLESS THE BONDS ARE REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER SECTION 4 OF THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. IN ACCEPTING RECEIPT OF THE BONDS, THE PURCHASER REPRESENTS THAT THE BONDS ARE BEING ACQUIRED FOR ITS OWN ACCOUNT FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION. THERE IS NO RIGHT TO REQUIRE THE REGISTRATION OF THE BONDS UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS AND THE ISSUER OF THE BONDS IS UNDER NO OBLIGATION TO SUPPLY THE INFORMATION OR MAKE THE FILINGS NECESSARY TO EXEMPT THE BONDS FROM SAID REGISTRATION. A PURCHASER OF THE BONDS MUST BE PREPARED TO BEAR

Council (the "County Council") pursuant to which the County agreed to issue its Lexington County, South Carolina Industrial Revenue Bonds in an aggregate principal amount not exceeding \$300,000,000 in one or more series through December 31, 2012 (the "Bonds") for the purpose of financing the costs of an expansion to the Company's project (the "Project") in the County.

The 2007 Bond Ordinance relates to an Ordinance adopted by the County Council on December 19, 1996 (the "1996 Bond Ordinance"), which, among other things, authorized the issuance of bonds in one or more series through December 31, 2004, or through December 31, 2006, if an extension of time in which to complete the Project (as defined in the 1996 Bond Ordinance) is granted by the County pursuant to Section 4-29-67 of the Bond Act. The 1996 Bond Ordinance also authorized the County's entrance into a Lease Agreement with the Company (the "Lease Agreement"), a Bond Purchase Agreement with the Company and the Purchaser(s) of the Bonds (the "Bond Purchase Agreement"), and the Trust Indenture between the County, the Company, and the Trustee. The 2007 Bond Ordinance also relates to an Ordinance adopted by the County Council on October 23, 2001, which among other things, authorized the issuance of bonds in one or more series through December 31, 2012.

Pursuant to the terms of the Lease Agreement, the Amendment, and the Trust Indenture, the Company shall convey title to each Phase of the Project by appropriate Transfer Documents. Each such Phase shall thereby become part of the Project which is leased back to the Company pursuant to the Lease Agreement in return for rental payments that are exactly equal and fully sufficient to make the payments due hereunder by the County.

As security for the payment of the principal, accrued interest and all other amounts due or which might become due under the Bonds, the County has in the Trust Indenture assigned to the Trustee all of its right, title and interest in and to the Lease Agreement and all of its right, title and

interest in and to the contract rights, accounts, receivables and other items of value as more particularly described in the Trust Indenture (the "Trust Estate"). As provided in the Trust Indenture, other Bonds payable and secured equally and ratably with this Bond have been or may be issued thereunder, and such Bonds may vary in such manner as is provided and permitted in the Trust Indenture. Reference is hereby made to the Lease Agreement and to the Trust Indenture for the detailed provisions governing the rights, duties and obligations of the County, the Company and the Trustee and for the definition of terms used but not defined herein.

As is more fully set forth in the Trust Indenture, and subject to the conditions set forth therein, this Series 2007 Bond and the interest accrued hereon is subject to prepayment by the County prior to maturity, without prepayment penalty, premium or other charge, in whole or in part, at any time and from time to time upon two (2) days prior written notice to the Trustee from the Company of the intention of the Company to prepay amounts due by them pursuant to the terms of the Lease Agreement. All prepayments shall be applied in payment of the Bonds in inverse order of maturity unless the Company direct otherwise pursuant to the terms of the Trust Indenture. As more fully provided in the Trust Indenture, certain modifications or alterations to the Trust Indenture, the Lease Agreement and the Bonds may be made with the consent of the Company and the Holders of the Bonds.

The principal hereof and accrued interest hereon may be declared or may become due on the conditions and in the manner and at the time set forth in the Trust Indenture upon the occurrence of an Event of Default as described in the Trust Indenture and in the Lease Agreement.

This Series 2007 Bond is transferable by the Holder hereof by presentment for registration of transfer, at the _____ office of the Trustee in _____, _____, duly endorsed by, or accompanied by a written instrument of transfer in

form satisfactory to the Trustee, duly executed by the Holder hereof or his attorney duly authorized in writing, but only in the manner and subject to the limitations provided in the Trust Indenture and upon surrender of this Bond. Upon such surrender, a new fully registered Bond or Bonds of the same series, interest rate and maturity and of authorized denomination(s) in the same aggregate principal amount as the Bond surrendered, will be issued to the transferee in exchange therefor.

If any payment to be made hereunder comes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of South Carolina or the State of New York, the maturity thereof shall be extended to the next succeeding business day.

It is hereby certified that all approvals, conditions, actions and things required by the Constitution and laws of the State of South Carolina to be obtained, exist, be performed or happen precedent to or in the issuance of this Bond have been obtained, do exist, have been performed or have happened in due and legal form and manner.

THIS SERIES 2007 BOND IS A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE REVENUES AND OTHER AMOUNTS DERIVED FROM THE PROJECT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY. THIS SERIES 2007 BOND IS NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

IN WITNESS WHEREOF, Lexington County, acting by and through the Lexington County Council, has caused this Series 2007 Bond to be executed in its name and behalf by the Chairman of County Council, with his signature attested by the Clerk to Lexington County Council and has caused the official corporate seal of Lexington County to be impressed hereon all as of the ____ day of _____, 2007 but with the intention that interest hereon shall begin to accrue as of _____, 2007.

WITNESS:

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
William C. Derrick, Chairman
Lexington County Council

Attest:

Diana W. Burnett, Clerk
Lexington County Council

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of this ____ day of _____, 2007 by and among LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Lexington County Council (the "County Council") as the governing body of the County; and MICHELIN NORTH AMERICA, INC., a New York corporation duly qualified to transact business in the State of South Carolina (the "Company").

WITNESSETH:

Recitals.

Pursuant to Lease Agreement dated as of December 1, 1996 between the County and the Company, as amended (the "Lease Agreement"), the County has provided for certain incentives pertaining to certain real property and improvements and machinery, equipment, fixtures and furnishings to be used for the production and sale of tires and other legal activities of the Company and its affiliates including provision for (i) the payment of fees in lieu of and ad valorem taxes with respect to the Project and the Expanded Project, as defined in the Lease Agreement, and (ii) an Infrastructure Credit, as defined in the Lease Agreement, with respect to the Expanded Project. The County and the Company wish to amend the provisions of the Lease Agreement pertaining to the Infrastructure Credit as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the parties hereto agree as follows:

1. Amendment to Lease Agreement. Section 4.7(g) of the Lease Agreement shall be amended to read in full as follows:

(g) Infrastructure Tax Credit.

(i) (A) *Existing Infrastructure Credit.* Pursuant to Section 4-29-68 and 4-1-175 of the Bond Act, the County agrees that the Company and/or its affiliates shall be entitled to a credit, to the extent of documented investment in qualifying infrastructure, land, and improvements to real property with respect to the Expanded Project from and after August 14, 2001 (the "Infrastructure Project") against its payments in lieu of taxes payable hereunder (the "Existing Infrastructure Credit") in an annual amount equal to eighteen (18%) percent of the Expanded Fee Payments, as defined below, for a period commencing with the Expanded Fee Payment due not later than January 15, 2003 and continuing for so long as is necessary to amortize the amount of the County Portion of Qualifying Infrastructure Costs, as defined below, using the discount rate otherwise applicable to the fee payments under the Lease (the "Discount Rate"). The Existing Infrastructure Credit shall terminate upon the earlier of: (i) the date on which the net present value of the Existing Infrastructure Credit, using the Discount Rate, and discounted to August 14, 2001, yields a value equal to the County Portion of Qualifying Infrastructure Costs; and (ii) the date on which the last Expanded Fee Payment is made by the Company under the Lease.

(B) *Additional Infrastructure Credit.* Upon termination of the Existing Infrastructure Credit, the Company and/or its affiliates shall be entitled to a credit, to the extent of documented investment in the Project and Expanded

Project, against its payments in lieu of taxes payable hereunder (the “Additional Infrastructure Credit”) in an annual amount equal to the Credit Amount, as defined in Subsection (iv) below, at such time as the Company’s total investment in the Project and Expanded Project has met the applicable total investment amount set forth in such subsection. The Credit Amount shall be taken by the Company in ten (10) equal annual amounts with the first credit being taken on the next FILOT payment due after the date the applicable investment criteria has been met. Each payment shall be in an amount equal to the amount necessary to cause the net present value of the ten (10) payments discounted to December 1, 2007, using the Discount Rate to be equal to the Credit Amount.

(ii) For the purpose hereof, the term “Fee Payments” shall mean all fee in lieu of tax payments made pursuant to the terms of the Lease at any time and the term “Expanded Fee Payments” shall mean all fee in lieu of tax payments made pursuant to the terms of the Lease with regard to property placed in service in the year 2001 or thereafter.

(iii) For the purpose hereof, the term “County Portion of Qualifying Infrastructure Costs” shall mean the lesser of: (i) thirty-three and one-third (33 1/3%) percent of all costs incurred by the Company, its affiliates, and/or the Department of Commerce in connection with the Expanded Project; and (ii) Two Million (\$2,000,000) Dollars.

(iv) For the purposes hereof, the term “Credit Amount” shall mean the infrastructure tax credit to which the Company shall be entitled based upon its total investment in the Project and Expanded Project as set forth below:

<u>Total Investment</u>	<u>Credit Amount</u>
\$555,000,000 - 654,999,999	\$1,500,000
655,000,000 - 704,999,999	3,500,000
705,000,000 - 754,999,990	5,000,000
755,000,000 or greater	6,500,000

(v) Notwithstanding the provisions of Section 4.7(g)(i)(A) above, the amount of the Existing Infrastructure Credit to which the Company is entitled in any year under Section 4.7(g)(i)(A) shall be reduced to the extent the amount of such infrastructure credit would cause the effective assessment ratio with respect to all property of the Company and/or its affiliates located in the County to be less than four (4%) percent for such year.

(vi) In the event that, by December 31, 2011, the Company and/or its affiliates in the County have not satisfied the Investment Criteria, then the Company shall not be entitled to the Existing Infrastructure Credit or Additional Infrastructure Credit set forth above. In addition, to the extent that the Company has taken Existing Infrastructure Credit or Additional Infrastructure Credit against Fee Payments prior to December 31, 2011, at the same time that the Company's Fee Payment for the year ending December 31, 2011 is paid or is due, whichever occurs first, the Company shall pay to the County the full amount of all Existing Infrastructure Credits and Additional Infrastructure Credits previously taken.

2. Effect on Lease Agreement. Except as amended hereby, the parties agree that the Lease Agreement shall continue in full force and binding effect upon the parties hereto.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amendment to Lease Agreement to be executed in its name and behalf by the duly authorized officers of Lexington County and to be attested by the Clerk to County Council; and the Company has caused this Amendment to Lease Agreement to be executed by its duly authorized officer(s), all as of the day and year first above written.

WITNESSES:

LEXINGTON COUNTY,
SOUTH CAROLINA

By: _____
William C. Derrick, Chairman
Lexington County Council

Attest:

Diana W. Burnett
Clerk to County Council

MICHELIN NORTH AMERICA, INC.

By: _____
Its: _____

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF LEXINGTON)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lexington County, South Carolina, by its duly authorized officers, seal and as its act and deed, deliver the within written Amendment to Lease Agreement (County Bond) and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2007

_____(SEAL)
Notary Public for South Carolina
My commission expires:

STATE OF _____)

PROBATE

COUNTY OF _____)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Michelin North America, Inc. by its duly authorized officer, sign, seal and as its act and deed, deliver the within written Amendment to Lease Agreement (County Bond) and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2007

_____(SEAL)

Notary Public for _____

My commission expires:

Lexington County, South Carolina
Infrastructure Tax Credit

AMENDMENT TO TRUST INDENTURE

THIS AMENDMENT TO TRUST INDENTURE (this "Amendment to Trust Indenture") is made and entered into as of this ____ day of _____, 2007 by and among LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Lexington County Council (the "County Council") as the governing body of the County; MICHELIN NORTH AMERICA, INC., f/k/a Michelin Tire Corporation (the "Company"), a corporation duly qualified to transact business in the State of South Carolina; and U.S. BANK, NATIONAL ASSOCIATION, as successor to First Union National Bank of South Carolina, National Association, a national banking association chartered under the laws of the United States of America (the "Trustee").

WITNESSETH:

Recitals.

Pursuant to that Lease Agreement dated as of December 1, 1988 between the County and the Company, as amended (the "Lease Agreement"), the County has provided for certain fee-in-lieu-of-tax ("FILOT") benefits pursuant to Section 4-29-67 of the South Carolina Code of Laws of 1976, as amended (the "FILOT Statute") and other incentives available under South Carolina law. Pursuant to a Trust Indenture dated as of December 1, 1988 between the County, the Company and the Trustee, as amended (the "Trust Indenture"), the County has assigned various of its rights under the Lease Agreement to the Trustee. By Ordinance of the County Council adopted on _____, 2007, the County Council for the County authorized the execution and delivery of an

amendment to the Lease Agreement which has been executed by the County and the Company and which is being assigned to the Trustee pursuant to the terms hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the parties hereto agree as follows:

1. Definitions. Terms used but not defined herein shall have the meaning set forth in the Trust Indenture.

2. Acknowledgement of Amendment to Lease. The County hereby acknowledges that the Lease Agreement with the Company has been amended pursuant to the Amendment to Lease Agreement, a copy of which is attached hereto as Exhibit A.

3. Assignment of Amendment to Lease Agreement. The County hereby assigns all of its right, title and interest in and to the Amendment to Lease Agreement to the Trustee (except for the indemnification rights, rights to receive payments in lieu of ad valorem taxes and rights to the payment of Additional Rent, including, without limitation, Administrative Expenses described in the Lease Agreement), and the parties hereby agree that the Amendment to Lease is made a part of the Trust Estate.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amendment to Trust Indenture to be executed in its name and behalf by the Chairman of County Council and to be attested by the Clerk to County Council and the Company and the Trustee have caused this Amendment to Trust Indenture to be executed by their duly authorized officer(s), all as of the day and year first above written.

(signature page follows)

Witnesses:

LEXINGTON COUNTY
SOUTH CAROLINA

By: _____
William C. Derrick
Chairman, Lexington County Council

Witnesses:

Attest:

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

Witnesses:

MICHELIN NORTH AMERICA, INC.

By: _____
Its: _____

Witnesses:

U.S. BANK, NATIONAL ASSOCIATION

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lexington County, South Carolina, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Amendment to Trust Indenture and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2007.

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

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF _____)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Michelin North America, Inc. by its duly authorized officer, sign, seal and as its act and deed, deliver the within written Amendment to Trust Indenture and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2007.

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

STATE OF _____)

PROBATE

COUNTY OF _____)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named U.S. Bank, National Association, as Trustee, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written Amendment to Trust Indenture and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2007.

Notary Public for
My Commission expires: _____

RESOLUTION _____

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT EXCEEDING \$7,500,000 ECONOMIC DEVELOPMENT REVENUE BONDS (EVERMAY AT RAPHA PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and EverMay at Rapha Holding, Inc., a Delaware corporation (the "Company"), are parties to an Inducement Agreement, as amended (the "Inducement Agreement"), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Lexington County, South Carolina (the "County"), as may be required by law, to issue not exceeding \$7,500,000 aggregate principal amount of its Economic Development Revenue Bonds (EverMay at Rapha Project), in one or more series (the "Bonds"), under and pursuant to Section 41-43-110 of the Act, to finance all or a portion of the cost of acquisition of a 92-bed assisted living facility located in the County (the "Existing Facility") and certain renovations thereto, acquisition of land adjacent to the Existing Facility located in the County and acquisition, by construction or purchase, of a 30-bed assisted living facility (the "New Facility") on such purchased land (collectively, the "Project"), as well as the costs of working capital and costs of issuance related to the Bonds; and

WHEREAS, the Company is projecting that the completed Project will (1) create employment for those engaged in the renovation component of the Project and the construction of the New Facility, (2) maintain existing employment for approximately 50 full-time employees, and (3) provide employment for an additional 30 employees within 24 months of completion of the New Facility, in each case from the County and adjacent areas, with a resulting alleviation of unemployment and a maintenance of payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally, and the number of jobs maintained through the assistance authorized herein bears a reasonable relationship to the principal amount of the Bonds; and

WHEREAS, the County Council of the County (the "County Council") and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County, as follows:

SECTION 1. It is hereby found, determined and declared that the Project will subserve the purposes of the Act and is anticipated to benefit the general public welfare of the County by maintaining or providing services, employment, recreation or other public benefits not otherwise provided locally.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to undertake the Project.

SECTION 3. The amount of Bonds required to undertake the Project is not exceeding \$7,500,000.

SECTION 4. The Project will not give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

SECTION 5. All ordinances and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this ____ day of December, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Its: _____

ATTEST:

Clerk to County Council

ORDINANCE NO. 07-18

AN ORDINANCE AMENDING SECTION 10 OF ORDINANCE 97-15 WHICH SETS FORTH THE PROCEDURE FOR DISTRIBUTION OF FEE IN LIEU OF TAXES RECEIVED FROM THE SAXE GOTHA PROPERTY THAT IS LOCATED IN THE JOINT MULTI-COUNTY INDUSTRIAL PARK.

WHEREAS, the County of Lexington has purchased approximately 500 acres of property along Interstate 26 for the purposes of industrial and economic development; and,

WHEREAS, the County has issued bonds in order to purchase the subject property and to complete the necessary infrastructure needed for the Industrial Park; and,

WHEREAS, the funds for repayment of the bonds are taxed to all areas within Lexington County, including all property owners in every school district in Lexington County; and,

WHEREAS, the County Council has determined that it would be fair and reasonable for all school districts within the County to share in the fee in lieu of tax revenue that is ultimately collected at the Saxe Gotha Park.

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 AS FOLLOWS:

Section 10 of Ordinance 95-12, which was subsequently amended by Ordinance 96-2, and which thereafter amended by Ordinance 97-15 that completely rewrote Section 10 is hereby amended as follows:

Section 1. Section D (2) is hereby amended to read as follows:

Negotiated FILOT Arrangements. Except as set forth in Section D(3) below as to the Saxe Gotha property, the remaining fee is to be distributed to tax the entities based on their proportionate share of the millage rate levy used in the calculation of the fee. The County and industry may, as part of the Agreement, opt to fix the millage rate levied for the entire term of the FILOT arrangement or adjust the tax rate levy at five-year intervals based on the average millage during the preceding five years. No industrial abatement provisions apply to this calculation or distribution.

Section 2. Section D (3) is hereby added to state as follows:

The FILOT received from the Saxe Gotha Industrial Park, for the school district portion of the fee, shall be paid to each of the five Lexington County school districts based on the following terms:

- (1) Fifty (50) percent of the property tax received shall be paid on the basis of the school district's prior year 135 day average daily membership (ADM) as compared to all the ADM's of all the school districts for the prior year, excluding from the calculation, the ADM attributable to any portion of a school district not within Lexington County.
- (2) Fifty (50) percent of the property tax received shall be paid on the basis of the school district's Lexington County population according to the most recent United States Census as compared to the population of the County as a whole, also, according to the most recent United States Census.

Except as stated herein for distribution of the school fee for the Saxe Gotha Park property, all other terms set forth in Section 10 shall be applicable to the Saxe Gotha Industrial Park property.

Section 3. All other provisions of Ordinance 97-15 not amended herein shall remain valid.

This Ordinance shall become effective upon its enactment.

Enacted this ____ day of _____, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. Derrick
Chairman, County Council

(SEAL)

ATTEST:

Clerk to Council

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

ORDINANCE 07-20
AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AND HAHL INC., ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES ARRANGEMENT WITH LEXINGTON COUNTY, SOUTH CAROLINA; TO PROVIDE FOR THE INCLUSION OF THE COMPANY IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; AND OTHER MATTERS THERETO RELATED.

WHEREAS, Lexington County, South Carolina (“County”), acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Act”), (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and (ii) to covenant with industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to investments; under Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”), to provide credits to qualifying companies to offset qualifying infrastructure related expenditures; and under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create joint, county industrial parks with one or more contiguous counties, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Calhoun County (“Park”); and

WHEREAS, Hahl Inc., along with one or more existing or to-be-formed or acquired subsidiaries or affiliated or related entities (collectively, “Company”), is planning an investment consisting of the expenditure of not less than \$10,000,000 (“Investment”) and the creation of approximately 40 new jobs to expand its manufacturing facility in the County (“Project”); and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company, the terms of which are more fully set forth in the fee agreement attached as Exhibit A, but with the principal terms as follows: 20-year term, 6% assessment ratio, and a fixed millage for the entire term of the FILOT arrangement, being the millage rate in effect on June 30, 2007; and (ii) if the Company’s investment equals or exceeds \$15,000,000 on or prior to December 31, 2012, then to provide without further County Council approval the grant of an Infrastructure Credit in the amount of 10% in the tax year in which that \$15,000,000 threshold is met and in the succeeding 4 tax years; and (iii) include the Project in a Park, either presently existing or to be created, or ensure the property on which the Project is to be located is already included within a Park (collectively, “Incentives”). The Incentives are more fully described in the fee-in-lieu of *ad valorem* taxes agreement attached as Exhibit A (“Fee Agreement”).

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. Authorization to Execute and Deliver Fee Agreement. The Chair of County Council and the Clerk to County Council are authorized and directed to execute the Fee Agreement, which includes the terms related to the Incentives, in substantially final form as attached to this Ordinance and presented before this meeting, with any minor modifications and revisions as are not adverse to the County and as may be approved by the Chair of County Council and the Clerk to County Council following advice of

the County's counsel, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council and the Clerk to County Council are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 2. Statutory Findings. The County hereby affirms: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Park Boundaries. The expansion of the Park boundaries to include the Site is authorized and approved. The Company may request, from time to time, that a portion of the Property be removed from the Park. In each case, the Counties authorize removal of that portion of the Property upon receipt of a written request from the Company. No further action by either the Calhoun County Council or the Lexington County Council is required. [The public hearing requirement set forth in Section _____ of the Master Agreement is waived.]

Section 4. Further Acts. The County Council Chair, or the Vice Chair in the event the Chair is absent and the Clerk to the County Council are authorized to execute any documents and take any further actions as may be reasonably necessary to further the intent of this Ordinance.

Section 5. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. "Billy" Derrick, Chairman
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

READINGS:

First Reading:	November 13, 2007
Second Reading:	November 15, 2007
Third Reading:	December 11, 2007
Public Hearing:	December 11, 2007

EXHIBIT A
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

EXHIBIT B
DESCRIPTION OF PROPERTY

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

HAHL INC.

AND

LEXINGTON COUNTY, SOUTH CAROLINA

DECEMBER 11, 2007

PREPARED BY:

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of December 11, 2007, by and between Lexington County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Lexington County Council (“County Council”) as the governing body of the County, and Hahl Inc., a corporation, organized and existing under the laws of the State of Delaware, and authorized to conduct and conducting business in Lexington County, South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, including one or more Sponsor Affiliates, to the extent allowed by and as defined in Section 12-44-30 of the Code, as amended (collectively, “Company”).

WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

(b) Pursuant to the Act, the County affirms that (a) the Project (as defined in this Fee Agreement) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

(c) The Company has agreed to expand its manufacturing and production facility within the County (“Project”). The Company’s total investment in the Project is to be not less than \$10,000,000 (“Project Commitment”), which qualifies the Project for benefits under the Act.

(d) Pursuant to a Resolution adopted November 13, 2007, the County Council confirmed its prior identification of the property comprising the Project as Economic Development Property under the Act, and pursuant to an Ordinance adopted December 11, 2007 (“Fee Ordinance”), authorized the County to enter into this Fee Agreement with the Company.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

“Clerk of County Council” means the Clerk to the County Council of Lexington County, South

Carolina.

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

“Commencement Date” means December 31, 2007.

“County” means Lexington County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Lexington County Council as the governing body of the County.

“County Council” means the Lexington County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.11 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT Payments” means the payments in lieu of taxes which the Company is obligated to pay to the County.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

“Initial Investment Period” means the period beginning with the first day that economic development property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. As described in Section 3.1 of this Agreement, the County may but is not required to extend this period, in accordance with the Act, if Company meets its minimum investment in the Project of \$10,000,000, within the Initial Investment Period.

“Investment Period” means the Initial Investment Period plus any extension as authorized by the Act

and this Agreement.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means with respect to each Phase of the Project the day ten years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twentieth full calendar year, after the Commencement Date, provided, however, the County and the Company are entitled to extend the Phase Termination Date up to the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(20) of the Act, as amended.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement

and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2. Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, duly organized and in good standing under the laws of the State of Delaware, but is authorized to conduct and is conducting business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to undertake the Project in the County.

(e) The Company will invest a minimum of \$10,000,000 by the end of the Initial Investment Period.

ARTICLE III FILOT PAYMENTS

Section 3.1. Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes (“FILOT Payments”) on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2012, or December 31, 2017, if the Investment Period is extended as set forth in this Section; (ii) provided, however, if Company invests at least \$10,000,000, prior to the end of the Initial Investment Period, the County may but is not required to extend the Initial Investment Period, by County Resolution, for up to an additional five years to the tenth anniversary of the end of the property tax year in which the Company places in service the initial assets comprising the Project. However, under no circumstances may the period for compliance with the \$2,500,000 minimum statutory investment be extended beyond the Initial Investment Period. As fully extended, the total investment period may extend through December 31, 2017.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.3 hereof):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following nineteen years, unless extended by the Parties in

accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years, thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Multiply the taxable value determined in the preceding step by the millage rate of 411.653 in effect for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of twenty (19) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County.
- Step 4: If the Company increases its investment in the Project during the Initial Investment Period, or within a period extended with the approval of the County, to an amount that equals or exceeds \$15,000,000 and has created at least 100 jobs, then the Company is entitled to a reduction in the amount of the FILOT Payment, through the application of a credit, as authorized under Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina, 1976, as amended (each, a "Credit"), in the amount of 10%, beginning in the tax year in which that \$15,000,000 threshold is met and in the succeeding 4 years. During the period the Company is entitled to receive the credit, it shall maintain at least 100 jobs in the County or an amount of jobs otherwise agreed to between the County and the Company. If it is determined by the Company that the job requirement is not being met, prior to the prospective termination of the credit, the Chair of County Council shall meet with an appropriate Company official to discuss the Company's investment and job numbers. Following this meeting, if the County desires to continue to grant the credit to the Company, the County Council shall consider a resolution that would continue the grant of this credit. If the County adopts the resolution, the Company shall receive the credit or another credit otherwise agreed to between the County and the Company in the remaining tax years during which the credit shall be received by the Company but under no circumstances shall the Company be required to remit previously received credits from prior tax years to which it was entitled.

The County Auditor is hereby directed to apply the credit amount to reduce the Company's FILOT liability as set forth each year by a filing the Company is to make when remitting its FILOT payment, substantially in the form of Exhibit A. The Company shall be required to use the Credit to pay for or reimburse itself for eligible expenditures, which shall include but not be limited to the cost of designing, acquiring, constructing, improving, or expanding

the infrastructure serving the Company's property and for improved or unimproved real estate. Within thirty (30) days of receipt of the Company's FILOT Payment with Certificate, the County Auditor shall remit the Credit to the Company.

(c) If, during the Initial Investment Period, the Company fails to meet its minimum investment of \$10,000,000, the Chair of County Council shall meet with an appropriate Company official to discuss the Company's investment and the potential reversion of the payments in lieu of *ad valorem* taxes due under this Fee Agreement to payments that would have resulted from *ad valorem* taxes levied on the Project. Following this meeting, if the County desires to continue to offer the Company the benefits under this Fee Agreement or under another arrangement as otherwise agreed to between the County and the Company, the County Council shall consider a resolution that would reflect this determination. If the County adopts the resolution, the Company shall continue to receive the benefits under this Agreement or benefits otherwise agreed to between the County and the Company in the remaining tax years during which this Fee Agreement is in effect. If the County does not desire to propose or adopt a resolution, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from *ad valorem* taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been subject to the Act. In such event, any amount determined to be due and owing to the County from the Company with respect to a year or years, during the Investment Period, for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

(d) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level set forth in this Section, pursuant to this Agreement.

(e) In the event that the Act and/or the above-described FILOT Payments or Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2. FILOT Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the

original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3. *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project after the Initial Investment Period and during the remainder of the FILOT term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof, subject always, however, and notwithstanding any other provision of this Agreement to the contrary, to the requirement to maintain not less than \$5,000,000 investment in the Project, based on original cost without regard to depreciation, in accordance with the Act.

Section 3.4. *Place and Allocation of FILOT Payments.* The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.5. *Removal of Equipment.* Subject always to Section 3.3., the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof.

Section 3.6. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 3.1 hereof, to

the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.7. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company or its parent are specifically authorized hereunder; and further, the Company is entitled to cease operations at the Project at any time without that cessation constituting an Event of Default under this Agreement. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.10 hereof. Such transfers to a successor entity substantially similar to the Company in nature and function are specifically approved and authorized by the County without any further action by the County Council.

Section 3.9. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" information and data in its operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review

such information or conduct or review the results of any inspections.

Section 3.10. Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution.

Section 3.11. Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

The benefits of the Company shall continue hereunder, as provided for under Section 12-44-100 of the Act, so long as the Company has achieved the minimum investment of \$10,000,000 by the end of the Investment Period and maintains such investment thereafter in an amount no less than \$5,000,000, without regard to depreciation, throughout the Project life, the Term, the Fee Term or until the early termination of this Agreement.

Section 3.12. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company of such default and after the expiration of a thirty (30) day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement. The County may utilize any statutory enforcement provision available under state law to collect unpaid taxes or FILOT payments.

Nothing in this Agreement shall be construed, in any fashion, so as to diminish or abate the County’s first priority lien, pursuant to the Act and South Carolina tax law, to the extent it exists independently of this Agreement, for unpaid taxes or FILOT Payments.

Section 3.13. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.14. Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.15. Administrative Fees. The Company shall reimburse the County for all reasonable costs and fees, including but not limited to the County's legal fees and costs for retention of its Special Counsel, actually incurred by the County, not exceeding \$3,000.00, but exclusive of normal County overhead including costs and salaries related to administrative, staff employees and similar costs and fees, relating to the negotiation and approval of the inducement of the Project, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

ARTICLE IV MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Lexington County, South Carolina
 Katherine Hubbard
 County Administrator
 Lexington County Administration Building
 202 S. Lake Drive
 Lexington, South Carolina 29072
 Telephone: (803) 785-8100
 Facsimile: (803) 785-8101

WITH A COPY TO: County Attorney
 Jeff Anderson
 Nicholas, Frawley, Anderson, Ayer, LCC
 140 East Main Street
 Lexington, South Carolina 29072
 Telephone: (803) 359-2512
 Facsimile: (803) 359.7478

AS TO THE COMPANY: Hahl Inc.
 ATTN: Mr. John Begg, President
 126 Glassmaster Road
 Lexington, South Carolina 29072
 Telephone: (803) 359-0706
 Facsimile:

WITH A COPY TO: Parker Poe Adams & Bernstein LLP

ATTN: Ray Jones, Esquire
1201 Main Street, Suite 1450
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: 803.255.8000
Facsimile: 803.255.8017

Section 4.2. *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7. *Further Assurance.* From time to time, and at the Company's expense, the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8. *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strong inducement to locate the Project in the County.

Section 4.9. *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10. *Force Majeure.* Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 4.11. Execution Disclaimer. Notwithstanding any other provision, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. "Billy" Derrick, Chairman
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

HAHL INC.

BY
ITS

EXHIBIT A

[FORM OF]

CERTIFICATE OF INFRASTRUCTURE IMPROVEMENT CREDITS

Reference is made to that certain Fee Agreement dated as of December __, 2007 (“Fee Agreement”), by and between Lexington County, South Carolina (“County”), and Hahl Inc., (“Company”). Each capitalized term not defined in this Certificate has the meaning ascribed in the Fee Agreement.

In accordance with the terms of the Fee Agreement, the undersigned authorized agent of the Company certifies to the County:

1. The Company is entitled to claim an Infrastructure Improvement Credit (each, a “Credit”) against each annual FILOT Payment, for 5 years during the term of the Fee Agreement, for a portion of each FILOT Payment, as set forth in Article III of the Fee Agreement, with respect to the Project, not exceeding an amount for which a credit is permitted under the Act.

2. The invoice for the annual FILOT Payment for tax year 20__, provided by the County Auditor, specifies the FILOT Payment due with respect to the Project on January 15, 20__, to be \$_____.

3. The Company is entitled to a Credit for this tax year, calculated as:

$$\text{Original FILOT Payment} \times [10\%] = \text{_____} \text{ (Credit)}$$

4. The amount payable from the County to the Company within thirty (30) days of receipt of the Company’s FILOT Payment with this Certificate is \$_____.

5. The Credit specified in this Certificate for the current Property Tax Year, together with the amount of all Credits previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company and all investors, for which a Credit is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____, _____.

HAHL INC.

By: _____

Name: _____

Title: _____

COMMITTEE REPORT

RE: Resolution in Support of the EverMay at Rapha Holding, Inc. - JEDA Bond

DATE: November 19, 2007

COMMITTEE: Health and Human Services

MAJORITY REPORT: Yes

The Health and Human Services Committee met on Tuesday, November 13, 2007 to review the proposed resolution in support of the EverMay at Rapha Holding, Inc. - JEDA Bond.

Mr. Michael J. Seezen, Esquire , bond attorney with the McNair Law Firm, P.A., presented a request for a resolution in support of the issuance by the South Carolina Jobs - Economic Development Authority (JEDA) of its not exceeding \$7,500,000 in Economic Development Revenue Bonds for the Evermay at Rapha Project, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended. The proposed resolution would allow funding to finance the acquisition of an existing 92-bed assisted living facility and certain renovations and to acquire an adjacent lot with expectations to expand. The facility is located on Fish Hatchery Road.

The Health and Human Services Committee voted in favor to recommend to full Council to approve the proposed resolution in support of the EverMay at Rapha Holding, Inc. - JEDA Bond.