

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings

Tuesday, February 27, 2007

Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

* Times are tentative and may change depending on the length of each committee meeting

2:00 p.m. - 2:40 p.m. – Economic Development

- (1) Project S - Inducement Resolution - Economic Development - Al Burns, Director**A**
- (2) Approval of Minutes - Meeting of January 23, 2007.....**B**
- (3) Old Business/New Business
- (4) Adjournment

2:40 p.m. - 2:50 p.m. – Planning & Administration

- (1) Zoning Map Amendment M06-15 - Old Chapin Road from Lexington Town Limits 260' North Towards Maxie Road and Maxie Road from the Intersection of Old Chapin Road 1000' North Towards Ashley Hills Drive - 2nd Reading.....**C**
- (2) Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Towns of Gilbert and Swansea (**Goal 1**) - Community Development - Ronald Scott, Director**D**
- (3) Old Business/New Business - Business Registration Ordinance (**Goals 2 & 3**)
- (4) Adjournment

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

- (1) Review of the Outdoor Burning Ordinance (**Goal 2**) - Public Safety/Fire Service - Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security and Synithia Williams, Environmental Coordinator, Public Works.....**E**
- (2) Update on Automatic Vehicle Location System (AVL) and Paperless Reporting System (**Goal 1**) - Public Safety/EMS - Brian Hood, EMS Coordinator
- (3) Proposed Additions to the Animal Control Ordinance (**Goal 2**) - Animal Services - Joe Mergo, Director.....**F**
- (4) Approval of Minutes - Meeting of January 23, 2007.....**G**
- (5) Old Business/New Business
- (6) Adjournment

3:50 p.m. - 4:05 p.m. – Public Works

- (1) 2008 SCDOT Match Program (SMP08) (Goals 1, 3) - Public Works - John Fechtel, Director **H**
- (2) Old Business/New Business - Stormwater Ordinance, “C” Funds, Private Roads, Road Maintenance Fee
- (3) Adjournment

4:05 p.m. - 4:15 p.m. - Solid Waste Landfill

- (1) Solid Waste Reduction Grant, I - Paper Material Processing (Goals 2, 3) - Solid Waste Management - Joe Mergo, Director **I**
- (2) Solid Waste Reduction Grant, II - Increase Paper Material Collection (Goals 2,3) - Solid Waste Management - Joe Mergo, Director **J**
- (3) Solid Waste Reduction Grant, III - Business Outreach (Goals 2,3) - Solid Waste Management - Joe Mergo, Director **K**
- (4) Used Oil Grant (Goals 1,2,3) - Solid Waste Management - Joe Mergo, Director..... **L**
- (5) Approval of Minutes - Meeting of January 23, 2007..... **M**
- (6) Old Business/New Business - Solid Waste Funding
- (7) Adjournment

Economic Development

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

Public Works

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

Solid Waste Landfill

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, February 27, 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

Employee Recognition - Katherine Hubbard, County Administrator

AppointmentsN

Bids/Purchases/RFPs

- (1) HVAC Renovations for the Third Floor - Administration Building - Building Services **O**
- (2) GPS Receiver Replacement Hardware, Software, Warranty Extension and Maintenance -
Planning/GIS **P**
- (3) One (1) Single Axle Dump Truck, One (1) Tandem Dump Truck, and Two (2) Crew Cab
Pickup Trucks - Public Works/Fleet Vehicle Replacements..... **Q**
- (4) Terminals with Keyboard and Mouse - Sheriff's Department **R**
- (5) Agricultural Tank for Recycling of Used Oil - Solid Waste Management **S**

Chairman's Report

Administrator's Report

Approval of Minutes - Approval of the Minutes for January 23, 2007 T

Zoning Amendment

- (1) Zoning Map Amendment M07-01 - West Side of Charter Oak Road, Lexington -
Announcement of First Reading..... **U**

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Project S - Inducement Resolution - Economic Development - **Tab A**

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Map Amendment M06-15 - Old Chapin Road from Lexington Town Limits 260' North Towards Maxie Road and Maxie Road from the Intersection of Old Chapin Road 1000' North Towards Ashley Hills Drive - 2nd Reading - **Tab C**
- (2) Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement With the Towns of Chapin, Gaston, Irmo, Lexington, Pelion, Pine Ridge **V**

Public Works, D. Summers, Chairman

- (1) 2008 SCDOT Match Program (SMP08) (**Goals 1,3**) - Public Works - **Tab H**

Solid Waste Landfill, J. Kinard, Chairman

- (1) Red Bank Collection Station (**Goals 1,2,3**)..... **W**
- (2) Solid Waste Reduction Grant, I - Paper Material Processing (**Goals 2,3**) - Solid Waste Management - **Tab I**
- (3) Solid Waste Reduction Grant, II - Increase Paper Material Collection (**Goals 2,3**) – Solid Waste Management - **Tab J**
- (4) Solid Waste Reduction Grant, III - Business Outreach (**Goals 2,3**) - Solid Waste Management - **Tab K**
- (5) Used Oil Grant (**Goals 1,2,3**) - Solid Waste Management - **Tab L**

Ordinances

- (1) Ordinance 07-01 - Authorizing the Execution and Delivery of a Fee Agreement Between Lexington County and SCANA Corporation or one of its Subsidiaries - 2nd Reading **X**
- (2) Ordinance 07-02 - An Ordinance to Approve a Contract to Sell Approximately 70 Acres of Real Property in the Saxe Gotha Park - 2nd Reading..... **Y**

Budget Amendment Resolutions

**OLD BUSINESS/NEW BUSINESS
EXECUTIVE SESSION/LEGAL BRIEFING
MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION**

ADJOURNMENT

GOALS

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

This page has intentionally been left blank.

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 # M06-15

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

Applicant requests a change in road classification for Old Chapin Rd from Lexington Town Limits 260' north towards Maxie Rd and Maxie Rd from the intersection of Old Chapin Road 1000' north towards Ashley Hills Dr

Zoning Classifications: (Current) RL4 (Proposed) L

TMS#: Property Owner:

Reason for the request: The property would be more beneficial as a commercial type 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: 12-14-06 Applicant: Owner Agent

Phone #(s): cell (803) 622-0535

Signature: Albert J. Sanders Printed Name: Albert J. Sanders

Street/Mailing Address: 117 Maxie Rd, Lexington SC 29072

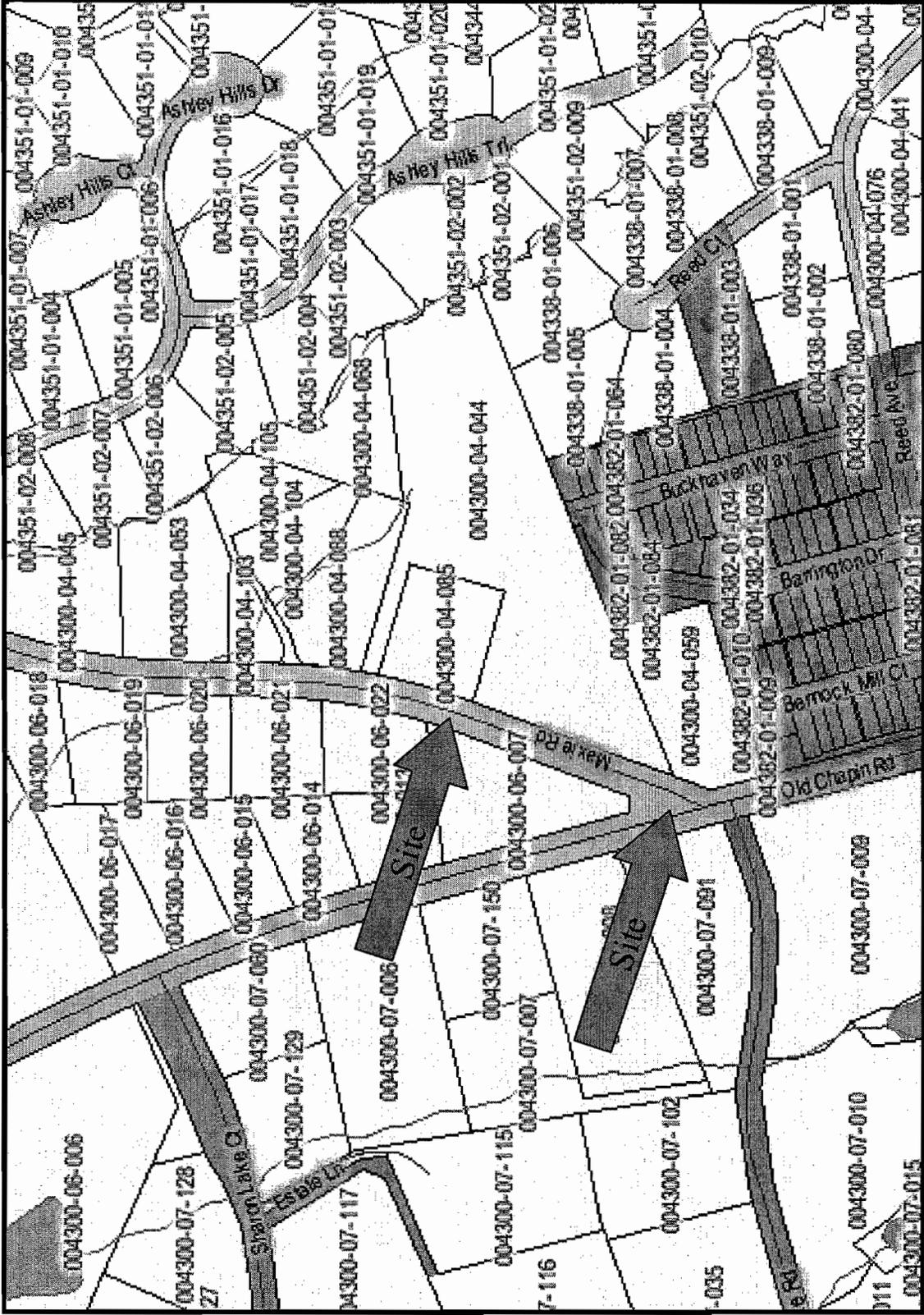
Table with 2 columns: Date, Event. Rows: 12/14/06 Application Received, 1/25/07 Newspaper Advertisement, 1/29/07 Notices Mailed

Table with 2 columns: Date, Event. Rows: 12/14/06 Fee Received, 1/29/07 Property Posted, 2/15/07 Planning Commission

Planning Commission Recommendation: 8-0 Denied

Table with 4 columns: Date, Event. Rows: 1/9/07 First Reading, 2/13/07 Public Hearing, Second Reading, Third Reading

Results:



ZONING MAP AMENDMENT REQUEST #M06-15



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 16, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Gilbert

The Town of Gilbert has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Gilbert and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

Town of Gilbert

345 Hampton Street, Post Office Box 71
Gilbert, South Carolina 29054

James R. Clamp, Mayor

Council
Alfonzo Dennis, Sr.
Thomas S. Harmon
Barbara A. Reeder
Gwendell F. Taylor

February 10, 2007

The Honorable William C. Derrick
Chairman, Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

Dear Chairman Derrick:

On behalf of the Council for the Town of Gilbert, I am writing to let you know of our interest in the County's Community Development Block Grant Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining year of its requalification term at your next Council meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive and feel that our participation would be beneficial for both entities.

While there are details to be resolved, we felt that our first step was to notify the County Council of our desire to participate. Please do not hesitate to contact me at 892-3302 or JoAnn Derrick, Clerk, at 892-2344 if we need to do anything further.

Sincerely,

James R. Clamp
James R. Clamp
Mayor

cc: Gilbert Town Council
George Bistany, Community Development Administrator
Lexington County

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Gilbert
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Gilbert, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Gilbert, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United States Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Gilbert

William C. Derrick
Chairman, County Council

James R. Clamp
Mayor



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 16, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Swansea

The Town of Swansea has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Swansea and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

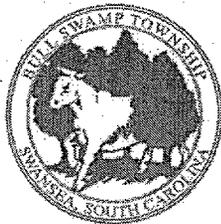
The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

Town of Swansea

RAY SPIRES
Mayor

WOODROW DAVIS, JR.
Mayor Pro-Tem



W.D. BAILEY
BARRETT BLACK
LINDA G. BUTLER
Council

Swansea, South Carolina

February 12, 2007

The Honorable Billy Derrick
Chairman - Lexington County Council
212 South Lake Drive
Lexington, S.C. 29072

Re: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of the Council for the Town of Swansea, we are requesting the opportunity to participate in the County's CDBG Entitlement Program, in the remaining year of the county's requalification term. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both the town and the county.

We realize there are details that must be resolved, but we wanted to notify the county of our desire to participate as a first step. We request that you present this request to the County Council at its next meeting.

Sincerely,

A handwritten signature in cursive script that reads "James Ray Spires".

James Ray Spires
Mayor

CC: George Bistany
Community Development Administrator
Lexington County

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Swansea
for the
Community Development Block Grant**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2007, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Swansea, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

"Urban County Status" means Urban County Entitlement Status under the Housing and Community development act for United States Department of Housing and Urban Development.

The "County" means the County of Lexington, South Carolina.

The "Town" means the Town of Swansea, South Carolina.

The "CD Act" means the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC §5301 et. seq.).

The "Housing Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 U.S.C. §12701-12839), as amended by the Housing and Community development Act of 1992 (HCDA 1992).

"CDBG" means the Community Development Block Grant Program, Title I of the CD Act, including implementing regulations at 24 CFR §570, et. seq.

"HOME" means the Home Investment Partnerships Act, Title II of the Housing Act, including implementing regulations at 24 CFR §92, et. seq.

"HUD" means United Stated Department of Housing and Urban Development

"Consolidated Plan" means the Consolidated Plan that is required pursuant to 24 CFR §91.

"Action Plan" means the annual Action Plan of the Consolidated Plan.

Other terms not defined herein shall have the meanings given to them in 24 CFR §570.3 and 24 CFR §92.2.

RECITALS

WHEREAS, the County and the Town desire to enable the Town to be included with the County in the County's applications for entitlement funds directly. Because it is an incorporated Town within the boundaries of Lexington County, it can agree to cooperate with the County under the CDBG program; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the CD Act and the Housing Act; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer county-wide programs and to assist the Town with their CDBG programs through its designated agency, the Lexington County Community Development Department, CDBG Division;

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement program, and the HOME program, should the County become eligible to receive HOME funds as an Urban County or as a member of a HOME consortium.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the Small Cities of State CDBG Programs or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the duration of Federal Fiscal Year **2008**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to participate in writing by the date specified in HUD's urban qualification notice for the next qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

7. The County and the Town will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.

8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.

9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County has sole responsibility for preparation and filing of final statements and applications regarding program activities to be undertaken. All projects and programs undertaken by the County and the Town shall implement and further the goals and objectives set forth in the Consolidated Plan established for the County in 2005, and any revisions and extensions thereof.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, Lexington County Community Development Department, CDBG Division.

12. The County shall administer and distribute all funds received from HUD as a result of CDBG and related grant applications, through its designated agency, Lexington County Community Development Department, CDBG Division, and provide such technical assistance as is necessary to ensure compliance with all provisions of the CD Act and the Housing Act.

13. Any funds received as a result of said CDBG or HOME grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the CD Act and all other appropriate implementing regulations.

14. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.

15. The County shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.

16. The title to any real property acquired with CDBG or HOME funds allocated to the Town, and located within the Town when acquired, may be vested in the Town, program requirements permitting. The title to any real property acquired with CDBG or HOME funds, and not situated within the limits of the Town when acquired, shall be vested in the County.

17. Any real property acquired in whatever name with CDBG, HOME and related grant funds for use by the Town shall conform to such and usages as may be specified in the CD Act, as amended, the Housing Act, and their accompanying regulations. Should the Town desire to change the usage or dispose of any such property, it shall first obtain the approval of the County in order to assure conformance with the aforementioned act.

18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Lexington County be held harmless, and shall not be subjected to any legal action by the Town for any resulting consequences.

19. This Agreement may not be amended without the written consent of all parties and approval of HUD, and its terms shall be binding upon the parties, their successors and assigns.

ATTEST

County of Lexington

Town of Swansea

William C. Derrick
Chairman, County Council

James Ray Spires
Mayor

January 2007 Draft-Lexington County

ARTICLE IV. OUTDOOR BURNING

Sec. 30-106. Penalty for violation of article.

Any person who violates any of the provisions of this article shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment in accordance with section 1-8.

(Ord. No. 94-3, § 12(a), 5-23-94)

Sec. 30-107. Compliance with article provisions.

No person shall kindle or maintain any open burning or authorize any such fire to be kindled or maintained within the areas of the county serviced by the Lexington County Fire Service, except as stated in this article.

(Ord. No. 94-3, § 1, 5-23-94)

Deleted: unincorporated

Sec. 30-108. Location of residential yard debris burning.

Open burning of leaves, tree branches or yard trimmings on the premises of private residences and burned on those premises, must be located not less than 100 feet from any structure and not less than 100 feet from the property line and adequate provision is made to prevent the fire from spreading within 100 feet of any structure. Open burning for the purpose of land clearing or right-of-way maintenance must be conducted in accordance with the SC Department of Health and Environmental Control (DHEC) Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq

(Ord. No. 94-3, § 2, 5-23-94; Ord. No. 98-11, 12-8-98)

Comment [s1]: This section increases the distance for residential yard burning from 50 feet to 100 feet. It also removes the provision that the burning can occur in an approved waste burner.

Deleted: Notwithstanding the above, if the fire is contained in an approved waste burner, it must be located not less than 15 feet from any structure.

Sec. 30-109. Attendant and fire extinguishing equipment required; notice to state forester; adherence to state law.

The burning must be constantly attended by a competent person until such fire is extinguished. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment readily available for use. Proper notification shall be given to the state forester or his duly authorized representative or other persons designated by the state forester. The notice shall contain all information required by the state forester or his representative. The burning must be conducted in accordance with related state laws and regulations including, but not limited to, DHEC Air Quality Regulations 61-62.2 and 61-62.4 and S.C. Code 1976, § 48-35-10 et seq.

(Ord. No. 94-3, § 3, 5-23-94)

Comment [s2]: This section ties our ordinance to the State Regulation requirements.

Deleted: during hazardous conditions

Sec. 30-110. Fires shall be prohibited as follows.

- a. The county fire service coordinator may prohibit open burning when atmospheric conditions, local circumstances or other conditions exist that would make such fires hazardous.
- b. The following materials shall not be burned in an open fire. Asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

Comment [s3]: This section is similar to DHEC Regulation 61-62.2 Section G3. The DHEC regulations have an addition that these materials can be burned if the smoke resulting from the burn does not exceed 40% opacity. The opacity requirement was removed, because there are no County staff trained to read smoke opacity and in most cases you will exceed the opacity limit when burning these items.

- c. Open burning for the purpose of land clearing and right-of-way maintenance. Except as specified by DHEC Air Quality Regulations 61-62.2 and 61-62.4
- d. Open burning for the purpose of land clearing, and right-of-way maintenance shall be prohibited during the ozone season (April 1 through October 30)

(Ord. No. 94-3, § 4, 5-23-94)

Comment [s4]: This section is more stringent than the DHEC regulations because it bans burning associated with land clearing activities during the ozone season.

Sec. 30-111. Criteria for determining hazards.

Reasonable criteria shall be established by the county council to assist in determining when outdoor fires may be hazardous. This criteria may include air quality standards as well as various fire danger indexes.

(Ord. No. 94-3, § 5, 5-23-94)

Sec. 30-112. Prohibited on county roads, drainage rights-of-way and adjacent areas.

Open burning shall be prohibited on all county roads and drainage rights-of-way, or within an area that may cause damage to such areas.

(Ord. No. 94-3, § 6, 5-23-94)

Sec. 30-113. Exemptions.

(a) This article does not apply to vegetative debris burning related to forestry, wildlife and agricultural burns, as authorized by the state forestry commission.

(b) This article is not meant to restrict open burning in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions or human warmth that are done in a safe manner.

(c) Fires set for the purpose of training public fire-fighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of fire-fighting personnel. These will be exempt only if the drills are solely for the purposes of fire-fighting training and the duration of the burning is held to the minimum required for such purposes. Prior approval by DHEC is required only for sites which are not established training sites.

(Ord. No. 94-3, §§ 7, 8, 5-23-94; Ord. No. 98-11, 12-8-98)

Comment [s5]: The exemptions for licensed contractors was removed from this section.

Deleted: This article does not apply to the burning of debris on site by a licensed contractor during new construction of a home or other building.¶

Deleted: substantially

Sec. 30-114. Restrictions; exceptions.

Smoke production must be ended and no combustible material may be added to the fire between official sunset of one day and official sunrise of the following day with the exception of fires in the connection with the preparation of food for immediate consumption, or campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth and fires where time parameters are already regulated by the Department of Environmental Control Regulation 61-62.2.

(Ord. No. 94-3, § 9, 5-23-94)

Sec. 30-115. Hazardous or toxic materials.

Hazardous or toxic materials shall not be burned.

(Ord. No. 94-3, § 10, 5-23-94)

Sec. 30-116. Civil and criminal liability.

The authorization to conduct an open burn does not relieve the individual responsible from civil or criminal liabilities resulting from the burning.
(Ord. No. 94-3, § 11, 5-23-94)

Sec. 30-117. Conflicts of article with state law.

If any conflict arises between the provisions of this article and any state law, the provisions of state law shall prevail and be controlling.

(Ord. No. 94-3, § 12, 5-23-94)

Comment [s6]: Does this section prevent the more stringent parts of the County Ordinance from prevailing over state regulations? The County Attorney would need to review this.



County of Lexington

Department of Solid Waste Management

Department of Animal Services

Joe G. Mergo, III, Director

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

February 19, 2007

Katherine Hubbard, County Administrator
212 South Lake Drive
Lexington, SC 29072

Re: Animal Control Ordinance

Dear Mrs. Hubbard,

I respectfully request that the attached proposed additions to the Animal Control Ordinance be placed in the Health and Human Services Council Committee meeting for February 27, 2007 for their consideration.

The proposed additions are a direct result of issues that this division has encountered during the performance of their duties. I am also forwarding a copy of the proposed ordinances to Jeff Anderson, County Attorney, so he will have the opportunity to review the proposal prior to the meeting.

Respectfully yours,
In effective public service,

Joe G. Mergo, III
Director

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.

Section 10-31 Definitions

Shelter – Shall be defined as a structure appropriately sized for the animal to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for ingress and egress and a dry floor so as to protect the animal from the elements of weather.

Section 10-?? Sale of Pets

- (a) No person shall trade, barter, auction, lease, rent, give away, or display for commercial purpose, any pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival.
- (b) No Person shall offer a pet as an inducement to purchase a product, commodity or service.
- (c) Licensed pet shops, commercial kennels, county animal shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the animal services director or designee. The written approval document must be kept on site and produced upon request to law enforcement and code enforcement personnel.

Section 10-41 Enforcement of Article

[Amendment]

(d) Persons empowered to enforce this article shall have the authority to destroy any pet, which appears to be dangerous, and may endanger their safety or the safety of other persons or animals. Further, after reasonable attempts to capture and/or restrain unsuccessfully a pet in violation of any section of this article (by physical means and/or trapping), as a last resort the pet may be destroyed.

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: February 20, 2007

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator 

RE: 2008 SCDOT Match Program (SMP 08)

Attached is correspondence from the SCDOT "C" Program Development office (Exhibit "A") explaining the 2008 State Match Program. SCDOT will not have a match program this fiscal year. The following criteria will apply to the 2008 Match Program:

1. Lexington County's portion is a maximum of \$424,000.00 (50%).
2. Qualifying roads are SCDOT maintained.
3. Only non-federal aid roads are to be considered.
4. SCDOT will administer and manage the program.
5. SCDOT staff is evaluating roads for this program, but it is a cooperative effort.
6. The participation form is to be submitted by February 26, 2007 (but can be delayed until the 28th).
7. Proposed projects to be submitted by March 16, 2007.

We have \$500,000.00 budgeted for this type of match this year. I recommend we transfer these funds into contingency now and budget the \$424,000.00 in FY 07-08, if Council agrees to participate in the program.

Due to time constraints, we respectfully request that this be reported out at the 4:30 session.



South Carolina
Department of Transportation

EXHIBIT "A"

cc: Billy
John F.
K. Hubbard

From the Office of:

C-Program Development
Headquarters Building, Room 427
955 Park Street
Columbia, SC 29202
(803) 737-1127

MEMORANDUM

Date: February 9, 2007

To: Chairman
County Transportation Committee (CTC)

From: "C" Program Development Office

Re: **2008 State Match Program (SMP08)**
Participation Form and Guidelines



Please find enclosed one (1) SMP08 Participation Form and one (1) list of general information and guidelines for the above referenced match program. This is a follow-up attachment to the formal letter sent to you by Mr. Randy Williamson, "C" Program Engineer (dated January 31, 2007).

As noted in the letter, should your CTC decide to participate, please submit the participation form to our office by February 26, 2007. Your list of proposed projects would need to be submitted by March 16, 2007. The local SCDOT District Engineering staff, as well as our office, will be available to work with you to assist in identifying eligible projects.

Should you have any questions or comments, please do not hesitate to contact Mr. Randy Williamson at (803) 737-1127.



2008 Maintenance Resurfacing Match Program

This year the Department has made 10 million dollars available for a CTC Secondary Resurfacing Match Program. This program was very successful last year with thirty-five of the forty-six counties participating bringing in an additional \$8,066,000 for resurfacing.

Funds not matched by the CTC will be made available to the local resident maintenance engineer for inclusion in the 2008 Maintenance Resurfacing Program. The "C" Project Development Office will administer the 2008 CTC Match Program in accordance with the following guidelines.

STATE MATCH PROGRAM 2008 (SMP 08)

PROGRAM GOAL

The goal of the State Match Program 2008 (SMP 08) is to preserve and improve the condition of the state's 24,542 miles of non-federal aid eligible secondary roads through resurfacing with the goal of improving safety for motorists, bicyclists, and pedestrians. SMP 08 is a match program that promotes a cooperative effort between SCDOT and County Transportation Committees (CTC) to select and fund secondary roads that are not eligible for federal aid highway improvements.

GUIDELINES

1. SCDOT will allocate a maximum of \$10 million in state funds to the SMP 08 program for fiscal year 2007/2008 in order to match "C" Fund contributions.
2. The allocation by SCDOT for each CTC will be based on the "C" Fund distribution formula. Unlike some previous match programs, no second distribution will be offered in the SMP 08. If a CTC chooses not to participate, SCDOT will select the state roads to be resurfaced in that county and will award a resurfacing contract in an amount equal to the SCDOT initial offering.
3. SCDOT will match "C" Funds committed to SMP 08 which are in excess of the 25% minimum required by law to be spent on the state highway system.
4. A minimum of one dollar in "C" Funds must be committed to SMP 08 for each dollar contributed by SCDOT.

5. Projects in SMP 08 must be roads on the state highway system that are not eligible for federal aid and must be developed to state standards. Projects eligible for SMP 08 will be resurfacing projects that will include a 2' paved shoulder on each side and a minimum 2' earth shoulder where possible. Where sufficient shoulder does not exist to accommodate the 2' paved shoulder, the maximum paved shoulder attainable shall be provided. However, on the inside of curves, work to provide the full 2' paved shoulder shall be required. Widening will not be necessary for subdivision streets and roads that were constructed with valley gutters.
6. All roads, except subdivision streets, included in SMP 08 will be marked with thermoplastic pavement markings and centerline raised pavement markers as part of the resurfacing contract. Edgelines will be placed so as to delineate the maximum paved shoulder possible.
7. The selection of SMP 08 projects will be a cooperative effort between the CTC and SCDOT. To maximize resurfacing dollars the roads that are selected should be those that have already been prepared for resurfacing with full depth patching and paved shoulders.
8. SCDOT will administer and manage all SMP 08 projects including design, bidding, contract award, and construction field management. Exceptions may be made upon request, provided the participant demonstrates the ability to accomplish the work and the necessary participation agreements are executed.

	nonFedAid \$ (C/L miles)	CTC Match Portion
Aiken	890.66	364,000
Kershaw	699.75	266,000
Lee	369.97	136,000
Lexington	924.62	424,000
Richland	937.66	425,000
Sumter	605.02	245,000
District One	4,427.68	1,860,000
Abbeville	421.51	154,000
Edgefield	376.96	140,000
Greenwood	402.24	162,000
Laurens	625.46	239,000
McCormick	333.73	120,000
Newberry	519.11	195,000
Saluda	424.01	154,000
District Two	3,103.02	1,164,000

Anderson	587.14	261,000
Greenville	598.96	366,000
Oconee	457.91	186,000
Pickens	332.99	148,000
Spartanburg	590.76	276,000
District Three	2,567.76	1,237,000
Cherokee	484.15	181,000
Chester*	528.68	0
Chesterfield	655.28	245,000
Fairfield	413.28	152,000
Lancaster	544.26	218,000
Union	359.63	135,000
York	780.30	334,000
District Four	3,745.58	1,265,000
Darlington	660.59	263,000
Dillon	438.23	163,000
Florence	795.85	351,000
Georgetown	392.14	158,000
Horry	710.62	314,000
Marion	329.17	127,000
Marlboro	502.65	185,000
Williamsburg	587.99	221,000
District Five	4,417.24	1,782,000
Beaufort	312.30	136,000
Berkeley	586.53	272,000
Charleston	858.92	338,000
Colleton	675.19	249,000
Dorchester	416.55	176,000
Jasper	285.14	105,000
District Six	2,934.63	1,276,000
Allendale	353.81	127,000
Bamberg	356.02	131,000
Barnwell	377.84	141,000
Calhoun	339.58	124,000
Clarendon	502.43	190,000
Hampton	383.30	140,000
Orangeburg	975.30	373,000
District Seven	3,288.28	1,226,000

SMP'08 Participation Form

Please fill-in the appropriate blanks indicating your desire to participate in the program and the amount of matching funds you wish to accept.

County _____

Will Participate _____ Yes _____ No

Amount of SCDOT Matching Funds Claimed \$ _____

List of Desired Projects (By Priority)

*Use extra pages if necessary

	Route/Road	Location	Type of Work	Cost (if known)
1.				
2.				
3.				
4.				
5.				
			Total Cost =	

I understand that 25% of our total annual "C" Funds must be used for resurfacing on the state system in order to be eligible to participate in this Highway Improvement Match Program.

Authorized Signature

Date

Return Form to:

Mr. Randall Williamson
"C" Program Engineer
Post Office Box 191
Columbia, South Carolina 29202

Memorandum
Department of Solid Waste Management
Lexington, South Carolina

Date: February 20, 2007

To: Diana Burnett, Clerk to Council

From: Joe Mergo, III – Director

Reference: SCDHEC FY 2008 Grant Applications

We are applying for four grants offered by the South Carolina Department of Health and Environmental Control's Office of Reduction and Recycling (SCDHEC).

Please have the four applications placed on the February 27, 2007 County Council Solid Waste Committee's Agenda.

Our grant coordinator, Donna Hendrix, attended the SCDHEC grant workshop on January 23, 2007 where the grant applications were disbursed.

These grants will be due to the SCDHEC Reduction and Recycling Office on March 2, 2007. Because of this deadline, I respectfully request that the Committee's recommendation be taken to Full Council on February 27, 2007.

This year we are not required to submit approval signatures for the applications.

dh/JGM

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Solid Waste Reduction Grant, I - Paper Material Processing

Fund: 5720 SCDHEC Management Grant Department: 121207 Solid Waste Recycling
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: SCDHEC Office of Reduction and Recycling is offering proposals for a Solid Waste Reduction Grant for the FY 2008 grant awards. This years award is based on the reduction and recycling of paper and is being offered to assist with business, institutional or governmental entities. Lexington County Solid Waste Management is proposing to implement office paper recycling throughout Lexington County. There are three separate applications involved and Lexington County Solid Waste Management is applying for all three to fund the entire proposed project. Phase I of three applications will procure equipment in the processing of the office paper. All awarded funds for each phase will be combined into this account.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Donna Hendrix, Project Coordinator

Date Grant Information Released: January 23, 2007 Date Grant Application Due: March 2, 2007

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

Personnel	\$	-
Operating		
Capital	\$	93,000.00
Total	\$	<u>93,000.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____
% \$ Amount

Requirements at the End of this Grant (please explain in detail): Lexington County Solid Waste Management will continue to oversee the project and will assume maintenance on all equipment as required.

Dept. Preparer:	<u>ADH</u>	<u>2-20-07</u>
Dept. Approval:	<u>AME</u>	<u>2/20/07</u>
Finance Approval:	<u>AD</u>	<u>2/20/07</u>
	<small>Initials</small>	<small>Date</small>

***Proposal for Solid Waste Reduction Grant
I - Paper Material Processing
Lexington County Solid Waste Management***

General Information

1. *Provide the Local Government name, contact information and mailing information.*

Requested Amount **\$93,000**

Federal I.D. Number 57-6000379

Recycling Coordinator & Contact Person
Donna Hendrix, Project/Recycling Coordinator
498 Landfill Lane
Lexington, South Carolina 29073
Telephone (803) 755-3325
Facsimile (803) 755-3833

Financial Officer/Grant Administrator
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8111

Authorized Representative (County Administrator)
Katherine Hubbard, County Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8100
Facsimile (803) 785-8101

Address Reimbursement be mailed to:
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8111
Facsimile (803) 785-8379

Overview:

2. Provide a description of the project for which you are requesting funds

Lexington County Solid Waste Management (LCSWM) is proposing a new large-scale waste office paper-recycling program. LCSWM is proposing to collect all current generation waste office paper from five (5) of our largest governmental building complexes. **(See SW Grant Application II Increased Paper Material Collection)** With the above collection, we will require final processing for our large quantity of waste office paper. This application is to request the necessary equipment for the processing.

Program Benefits:

3. Explain how the project will benefit the quality or increase the quantity of material collected, or otherwise impact the efficiencies of your facility.

The proposed processing facilities will allow Lexington County a storage/staging/processing facility area for the expected waste office paper collected. This will be an overall increase of 93.84% of the current paper reported and recycled by Lexington County.

4. Describe the amount of material currently being collected. Describe the increase expected as a result of the grant.

There is only a small scale waste paper recycling existing in the Lexington County government. There are two small offices currently recycling and serviced by LCSWM. The County's Main Library and the County Microfilm office are serviced by LCSWM on an approximate quarterly basis for their small-scale generation of waste paper. Since LCSWM is equipped to service the twelve (12) Collection Station, they are able to assist only these two departments, due to the small-scale generation. These two noted departments are such a small generation; their waste paper is incorporated with the LCSWM current Collection Station recycling.

It has been estimated that 54.70 tons will be recovered with the proposed project. This will be a 93.84% increase when compared to the FY 2005/06 residential waste paper recycling of 58.29 tons recovered and recycled.

5. Explain how you arrived at this estimate.

An investigation of proven large office recycling programs was performed and the following formula was used in deriving at the estimated proposed tons.

WASTE AUDIT WORKSHEET

Recyclable Paper Generation:			
<u>1375</u> x No. of employees	<u>.51 lbs =</u> (Avg. lbs. recyclable paper, per day, per employee)	<u>(a) 701.25</u> Recyclable paper, per day	
<u>(a) 701.25</u> x Recyclable paper per day	<u>240 days /12 months</u> Working days per year	<u>/ 2,000 lbs.</u> per ton =	<u>(b) 7.0125</u> Tons per month recyclable paper
Potential Paper Recovery Rates:			
<u>(b) 7.0125</u> x Tons per month recyclable paper	<u>* 65 %</u> = Participation rate	<u>.4.558125</u> Tons per month of paper recyclable paper recovered	X 12 months = <u>54.6975</u> tons/year
* While all program coordinators will aim for 100% participation with collection programs, 65% has been determined to be a more accurate level.			

The above formula began with the County's total personnel of 1375. (See <http://fcgov.com/recycling/officeguide.php> for our acquired formula)

Facility and Processing

6. Explain where the facility will be located and who owns the property.

One proposed processing facility will be located at a central complex near the County's Custodial Service building. It will also be located near the recently approved cardboard compactor, obtained in the 2007 SW grants. See ownership as retrieved from the Lexington County GIS Property Card Information.

Data last updated: 01/18/2007

TMS#: 005300-01-012
TAX YEAR: 2007
OWNER: LEXINGTON COUNTY
ADDRESS: 212 S LAKE DR LEXINGTON, SC 29072
PROPERTY ADDRESS: 415 BALL PARK RD
LEGAL DESCRIPTION: BOTH SIDES HWY 1173, 1 MI S HWY 1
DEED BOOK & PAGE: <u>007T-0423</u>
PLAT: 71G-144
LAND USE: 9500:COUNTY
TAX DISTRICT: 1
NON TAXABLE 95-NON-TAXABLE COUNTY

The second proposed processing facility would be located inside the Sheriff's Department complex. It will also be located near the recently installed cardboard compactor. This location is required for the security purposes of the jail facility. See ownership as retrieved from the Lexington County GIS Property Card Information.

TMS#: 004300-08-005
TAX YEAR: 2007
OWNER: LEXINGTON COUNTY
ADDRESS: 212 S LAKE DR
LEXINGTON, SC 29072
PROPERTY ADDRESS: DUFFIE DR
LEGAL DESCRIPTION: NONE
GIBSON POND ROAD PROPERTY
DEED BOOK & PAGE: 0231-0510
PLAT: 132G-67
LAND USE: 9500:COUNTY
TAX DISTRICT: 1L
NON TAXABLE 95-NON-TAXABLE COUNTY

7. Describe the facility as it exists today.

The first facility is located with numerous governmental departments located on the complex of the proposed processing facility. These departments include the Building Services, Central Warehouse, EMS Training Facility and Central Garage. A new 40-yard compactor unit is being installed beside the County's Central Warehouse facility for the collection of cardboard. (This cardboard compactor was obtained with a 2007 SW Grant)

The second proposed facility is located inside the secured Sheriffs Department's complex. Recently this department received a cardboard compactor to aid in their recycling.

8. Describe what improvements will be made as a result of the grant.

The construction of the concrete pads must be installed along with required power poles and electrical boxes. The pads will enable the placement of the proposed compactors and the 40-yard collection containers.

9. Explain who will operate the facility. Detail how many workers you anticipate will be needed to operate the facility. If any additional personnel will be required after implementing the grant project, explain how those position will be funded.

The first processing compactor proposed for location at the Central Warehouse will be operated by the County's custodial personnel, along with assistance of personnel from the Central Warehouse. Note the Central Warehouse utilizes Trustees from the County Jail. This will require no additional funding.

The second processing compactor proposed for location at the Sheriff's Department will be operated by their Trustee program. This too will require no additional funding.

10. Explain how the materials will be stored.

The material will only be stored once, before the processing. Each department involved with the proposed recycling project will have a 96-gallon caster cart to store accumulated waste paper, until transportation to the proposed 40-yard compactor for final processing. The caster carts are to be stored in each department.

11. Describe what processing improvements will be made as a result of the grant.

Once the waste paper is collected, the final process is placement into the compactor. The waste paper will be kept in the 40-yard compactors unit filled to capacity. This is a large amount of waste paper recycling resulting with the aid of the proposed compactors. Adding mobile saddle lifters will create a safer process in the unloading of the caster carts into the compactor hopper.

Material Source/Collection:

12. Describe what materials will be collected and processed.

Waste office paper is proposed for this grant. Approximately 54 tons is expected.

13. Describe where the materials will be generated.

All waste office paper generated within the County's major governmental buildings will be collected for recycling. The recycling commodity will be collected in small recycling containers located at every utilized desk/workstations throughout each complex. In addition, large 96-gallon central containers, for further collection/storage of the small containers will be utilized in the collection. Attractive receptacles will be positioned in each complex for the public's use.

14. Explain how the materials will be delivered to the Facility.

The first proposed processing facility will have the Lexington County's current Custodial Division, deliver 96-gallon caster carts to the Central Warehouse for final processing,.

The second proposed processing facility located on site of the Sheriff's Department will utilize their Trustee Program to perform the final processing.

15. Provide a list of vendors for the paper materials.

Using the current vendor for all paper recycling for LCSWM PaperStock Dealers of Columbia will accept the proposed waste paper.

16. Explain how and by whom the paper materials will be delivered to the vendor.

These proposed compactors are a turnkey process. The vendor will be contacted once the proposed 40-yard compactor is filled and will switch out the containers with a new empty. The vendor will deliver the containers to their MFR for further recycling. This proposal will be a revenue source for LCSWM based on the current revenue of \$20.00/ton, minus the 40-yard containers rental of \$58 per month-estimated revenues of \$200/year is projected. This will also decrease the current disposal cost, as the MSW will decrease as a direct result of this program

Regionalization: (Not Applicable)

17.

18.

19.

20.

Budget/Cost Justification:

21. Provide a detailed budget for the project, including grant funds requested, matching funds available, in-kind contributions and any other contributions.

Description	Proposed Location	Per Unit Cost	LCSWM In-Kind Contributions	Grant Request
Mobile Saddle lifters	Central Warehouse	\$7,000	County staff will supply staffing in operating lifter	\$14,000
Concrete Pad	Central Warehouse	\$4,000 each	Lexington County will provide construction	\$8,000
Power pole with Electrical Box	Central Warehouse	\$500.00 each	Lexington County will provide installation of power pole , electrical box and connection of electrical components to compactor	\$1,000
Three phase power compactor unit	Central Warehouse	\$35,000 each	Lexington County forces will provide site preparation.	\$70,000

22. Include a detailed explanation of each item listed in the budget.

Below is a detailed explanation of each item listed in the above budget.

A Mobile saddle lifters is proposed for the ease and safety of unloading the 96-gallon caster carts into the compactor unit's hopper.

Concrete pads are required for placing a compactor unit and 40-yard containers .

A power pole and electrical boxes is required to run electricity to the three phase compactor units.

Compactor units will assist in the large processing of the 54.7 estimated tons of waste paper to be collected.

23 Describe any other equipment of improvements needed and how those will be funded or obtained.

Below is a description of addition equipment and supplies proposed for the completion of the paper recycling project and obtain through grant funding. **(See 2008 SW Grant Application – II Increased Paper Material Collection and III Business Outreach)**

Desk Recycling Containers are proposed for employee use at their workstation

96 –gallon caster carts are proposed for the collection and temporary storage of the workstation recycled paper and located in a central location for each department

Attractive collection containers are proposed for collection of waste paper for public use.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected.

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Incentive Rewards – The LCSM Project/Recycling Coordinator will solicit local restaurants and retails stores for donations from their business as an incentive and reward to participants.

SECTION I

COUNTY OF LEXINGTON DHEC REDUCTION RECYCLING GRANT Annual Budget Fiscal Year - 2007-08

Fund: 5720

Division: Public Works

Organization: 121207 - Solid Waste / Recycling - DHEC RECYCLING GRANT

Object Code	Revenue Account Title	Actual 2005-06	6 Months Received Thru Dec 2006-07	Amended Budget Thru Dec 2006-07	Projected Revenues Thru Jun 2006-07	Requested Revenues 2007-08	Total Approved 2007-08
Revenues: (C/C - 000000)							
458000	State Grant Income	2,306	1,579	35,000	35,000	151,000	
** Total Revenue		<u>2,306</u>	<u>1,579</u>	<u>35,000</u>	<u>35,000</u>	<u>151,000</u>	
***Total Appropriation					35,000	151,000	
FUND BALANCE							
Beginning of Year							
					<u>0</u>	<u>0</u>	
FUND BALANCE - Projected							
End of Year							
					<u>0</u>	<u>0</u>	

		BUDGET				
Object Expenditure Code Classification	2005-06 Expenses	2006-07 Expend. (Dec)	2006-07 Amended (Dec)	2007-08 Requested	2007-08 Recommend	2007-08 Approved
Operating Expenses						
520200	Contracted Services	750	0	0	<u>0</u>	
520400	Advertising & Publicity	829	0	0	<u>9,000</u>	
521200	Operating Supplies	728	0	0	<u>0</u>	
521213	Public Education	0	0	0	<u>0</u>	
* Total Operating		<u>2,306</u>	<u>0</u>	<u>0</u>	<u>9,000</u>	
**Total Personnel & Operating		<u>2,306</u>	<u>0</u>	<u>0</u>	<u>9,000</u>	
Capital						
540000	Capital Clearing	-21,300	0	0	<u>0</u>	
	Other Equipment	21,300	0	35,000	<u>142,000</u>	
**Total Capital		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>142,000</u>	
** Total Budget Appropriation		<u>2,306</u>	<u>0</u>	<u>35,000</u>	<u>151,000</u>	

SECTION III - PROGRAM OVERVIEW

Summary of Programs

Program 1 Office Paper Recycling

Program 1 Office Paper Recycling

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (SCDHEC). This year SCDHEC is offering grant funds to promote paper recycling beyond the recycling generated by residents. This grant allows counties to assist with business recycling and is being proposed to include governmental offices/agencies. Lexington County Department of Solid Waste Management (SWM) is proposing a waste paper recycling project for five of the County's major office complexes. Currently SWM services two non-departmental sites for cardboard recycling: the Main Library and Microfilm: The Lexington County Detention Center and the Lexington County Central Warehouse received compactor in FY 2006-07 to assist in the recovering of their cardboard. This proposal will aid in the collection and processing of all waste office paper generated by the five office complexes. SWM is proposing to install two compactors to assist with the final processing of the proposed waste paper program. This will increase the current paper recycling performed in the SWM Collection Stations, assisting in the recycling and reduction as participation with the overall goal for South Carolina. The proposal would include all site preparation, power pole with an electrical box, concrete pads and a compactor unit. The proposal will allow procurement of the needed containers for the collection and promotion with recycled content items as incentive for participation to the employees and citizens. In addition to meeting our recycling reduction goal, this program will also produce additional revenues. The County will see a reduction in its municipal solid waste (MSW) from each department's landfill waste stream and reducing MSW expenditures. An assurance for this reduction is due to the ease and convenience of the collection containers for individual employees and citizens visiting the office complexes involved. The following complexes are proposed for this project.

Auxiliary Administration Building
605 West Main Street
Lexington, South Carolina 29072

Administration Building
212 South Lake Drive
Lexington, South Carolina 29072

Judicial Center
205 East Main Street
Lexington, South Carolina 29072

Sheriffs Department
512 Gibson Road
Lexington, South Carolina 29072

Summary Court Center
139 East Main Street
Lexington, South Carolina 29072

SECTION IV – SUMMARY OF REVENUES

SECTION V. – LINE ITEM NARRATIVES

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

520400- ADVERTISING AND PUBLICITY

\$9,000

This account will cover the cost to procure SCHEC approved recycling content items. The following items are proposed in the grant.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected. Estimated cost \$3,000

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$2,000

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$4,000

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

CAPITAL REQUEST

000000 - COMPACTOR UNITS & SITE PRERATION (2) \$71,000

This account will cover the cost to procure and install compactor units and power poles with electrical boxes at the following site for processing of office paper

Lexington County Central Warehouse
Lexington County Sheriff's Department

000000 – CONCRETE PAD (60' X 6' X 8") \$8,000

This account will cover cost for the installation of a concrete pad. This pad will house a compactor (rebuilt) for compacting office paper. Thus, travel results in fewer trips to recycling vendor, as vendor will supply and service 40-yard container. A direct saving in fuel expense and maintenance of vehicle fleet will result.

000000 - MOBILE SADDLE LIFTERS (2) \$14,000

Added safety for the unloading of the existing and newly requested roll carts.

000000 - 96-GALLON CASTER CARTS \$19,500

To cover cost for new roll cart used in the collections of recyclable commodities. This purchase will aid in storage of recyclables within sites saving trips, thus a savings in fuel reduction. These will also add safety for employees resulting in less physical stress while mobilizing and emptying.

000000 - DESK/WORKSTATION RECYCLING CONTAINERS \$13,000

To cover cost for new desk/workstation containers for collection of daily waste paper generation

000000 - STATIONARY RECYCLING CONTAINERS \$16,500

To cover cost for attractive container for placement in public areas for use by citizens in recycling

Memorandum
Department of Solid Waste Management
Lexington, South Carolina

Date: February 20, 2007

To: Diana Burnett, Clerk to Council

From: Joe Mergo, III – Director

Reference: SCDHEC FY 2008 Grant Applications

We are applying for four grants offered by the South Carolina Department of Health and Environmental Control's Office of Reduction and Recycling (SCDHEC).

Please have the four applications placed on the February 27, 2007 County Council Solid Waste Committee's Agenda.

Our grant coordinator, Donna Hendrix, attended the SCDHEC grant workshop on January 23, 2007 where the grant applications were disbursed.

These grants will be due to the SCDHEC Reduction and Recycling Office on March 2, 2007. Because of this deadline, I respectfully request that the Committee's recommendation be taken to Full Council on February 27, 2007.

This year we are not required to submit approval signatures for the applications.

dh/JGM

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Solid Waste Reduction Grant, II - Increase Paper Material Collection

Fund: 5720 SCDHEC Management Grant Department: 121207 Solid Waste Recycling
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: SCDHEC Office of Reduction and Recycling is offering proposals for a Solid Waste Reduction Grant for the FY 2008 grant awards. This years award is based on the reduction and recycling of paper and is being offered to assist with business, institutional or governmental entities. Lexington County Solid Waste Management is proposing to implement office paper recycling throughout Lexington County. There are three separate applications involved and Lexington County Solid Waste Management is applying for all three to fund the entire proposed project. Phase II of three applications will procure containers in the collection of the office paper. All awarded funds for each phase will be combined into this account.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Donna Hendrix, Project Coordinator

Date Grant Information Released: January 23, 2007 Date Grant Application Due: March 2, 2007

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

Personnel	\$	-
Operating		
Capital	\$	49,000.00
Total	\$	49,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____
% \$ Amount

Requirements at the End of this Grant (please explain in detail): Lexington County Solid Waste Management will continue to oversee the project and will assume maintenance on all equipment as required.

Dept. Preparer: <u>WHH</u>	<u>2/20/07</u>
Dept. Approval: <u>AMT</u>	<u>2/20/07</u>
Finance Approval: <u>AD</u>	<u>2/20/07</u>
<small>Initials</small>	<small>Date</small>

***Proposal for Solid Waste Reduction Grant
II - Increased Paper Material Collection
Lexington County Solid Waste Management***

General Information

1. *Provide the local government name, contact information and mailing information.*

Requested Amount **\$49,000**

Federal I.D. Number 57-6000379

Recycling Coordinator & Contact Person
Donna Hendrix, Project/Recycling Coordinator
498 Landfill Lane
Lexington, South Carolina 29073
Telephone (803) 755-3325
Facsimile (803) 755-3833

Financial Officer/Grant Administrator
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8111

Authorized Representative (County Administrator)
Katherine Hubbard, County Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8100
Facsimile (803) 785-8101

Address Reimbursement be mailed to:
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 785-8111
Facsimile (803) 785-8379

Program Description:

2. Describe the paper materials to be included in this project.

Lexington County Solid Waste Management (LCSWM) is proposing a new large-scale waste office paper recycling program.

3. Describe the targeted source(s) of the materials: schools, businesses, multi-family housing, commercial, institutions, government offices/agencies, institutions, residences, etc.

LCSWM is proposing to collect all current generation waste office paper from five (5) of our largest governmental building complexes. These buildings include, but are not limited to the following locations:

Auxiliary Administration Building
605 West Main Street
Lexington, South Carolina 29072

Administration Building
212 South Lake Drive
Lexington, South Carolina 29072

Judicial Center
205 East Main Street
Lexington, South Carolina 29072

Sheriffs Department
512 Gibson Road
Lexington, South Carolina 29072

Summary Court Center
139 East Main Street
Lexington, South Carolina 29072

4. Describe how the materials will be collected and transported.

The recycling commodity will be collected in small recycling containers located at every utilized desk throughout each complex. In addition, 96-gallon central containers, for further collection/storage of the small containers will be utilized in the collection. Attractive receptacles will be positioned in each complex for the public's use. Four of the locations will have their 96-gallon storage containers transported in an existing vehicle to a central location for further processing. For security purposes the Sheriff's Department will utilize their existing onsite Trustee Program in collecting and processing the waste paper.

5. Describe the personnel involved in the program and how positions will be funded.

Using Lexington County's current Custodial Division, with the participation of individual employees, these small desk containers will be emptied into central caster cart containers. This will require no additional personnel funding

6. Describe the equipment used, including any that will be purchased with grant funds.

Small desk containers, large caster carts, attractive public receptacles is proposed with this grant funding. These will be purchased for the convenience and physical ease in the daily collection of waste paper.

7. Describe the collection schedule.

The individual employees in addition to the custodial services will empty the small containers. This will be incorporated as the current daily waste collection. Instead of the current Custodial Division collecting municipal solid waste (MSW), they will be collecting two separate containers; one with paper and one with MSW.

Program Benefit:

8. Explain how the project will benefit the quality or increase the quantity of material collected, or otherwise impact the efficiencies of you facility.

With the collection and recycling of all the proposed waste office paper, each complex will realize a substantial decrease in their waste disposal expenses. Due to these facilities housing the majority of Lexington County employees, our reduction/recycling rates will greatly increase.

9. Describe the amount of material currently being collected. Describe the increase expected as a result of the grant.

There are two small offices currently recycling with LCSWM. The County's main Library and the County Microfilm office are serviced by LCSWM on an approximate quarterly basis for their small-scale generation of waste paper. LCSWM is able to assist only these two departments due to the small-scale generation. These two noted departments are such a small generation; their waste paper is incorporated with the LCSWM current Collection Station recycling.

It has been estimated that 54.70 tons will be recovered with the proposed project. This will be a 93.84% increase when compared to the FY 2005/06 residential waste paper recycling of 58.29 tons recovered and recycled.

10. Explain how you arrived at this estimate.

An investigation of proven large office recycling programs was performed and the following formula was used in deriving at the estimated proposed tons.

WASTE AUDIT WORKSHEET

Recyclable Paper Generation:			
$\frac{1375}{\text{No. of employees}} \times$	$.51 \text{ lbs} =$ (Avg. lbs. recyclable paper, per day, per employee)	$\frac{(a) 701.25}{\text{Recyclable paper, per day}}$	
$\frac{(a) 701.25}{\text{Recyclable paper per day}} \times$	$\frac{240 \text{ days}}{\text{Working days per year}} / 12 \text{ months}$	$\frac{1}{2,000 \text{ lbs. per ton}} =$	$\frac{(b) 7.0125}{\text{Tons per month recyclable paper}}$
Potential Paper Recovery Rates:			
$\frac{(b) 7.0125}{\text{per month recyclable paper}} \times \text{Tons}$	$* 65 \% = \text{Participation rate}$	$\frac{.4.558125}{\text{month of paper recyclable paper recovered}}$	$\text{X } 12 \text{ months} = \underline{54.6975} \text{ tons/year}$
* While all program coordinators will aim for 100% participation with collection programs, 65% has been determined to be a more accurate level.			

The above formula began with the County's total personnel of 1375. (See <http://fcgov.com/recycling/officeguide.php> for our acquired formula)

Outreach

11. Describe all outreach and educational activities that will be undertaken to promote the project.

The LCSWM Project/Recycling Coordinator will perform an audit of all buildings/complex detailing each office, workstations and storage facility per department. Each department will have an assigned coordinator to assist with the start up and requirements entailed. Newsletters will be distributed with the tonnage recovered and the environmental savings or impact that the recycling affect.

12. Indicate which activities will require grant funding.

Funds for the publishing announcements, surveys and newsletters will be required. Promotional items will be distributed to all participating or teams will compete for rewards. This too will require grant funds for procurement of recycled content items. This cost is included and referenced in an additional LCSWM grant application. **(See SW Grant Application - III Business Outreach)**

Integration of Existing Infrastructure:

13. Explain how the proposed project makes use of existing infrastructure and complements existing programs.

The realization of the disposal savings will become an immediate reward. Each office will begin new habits in their means of discarding their waste, but with new innovated concepts, education and resources to instead recycle their daily-generated waste; the results will greatly impact the existing daily disposal. This is complimentary to our recently acquired cardboard recycling program. The processing facility will be located beside the new cardboard compactor purchased with 2007 SW grant funds.

Budget/Cost Justification

14. Provide a detailed budget for the project, including grant funds requested, matching funds available, in-kind contributions and any other contributions.

Description	Proposed Location(s)	Per Unit Cost	LCSWM In-Kind Contributions	Grant Request
Desk Recycling Containers	Auxiliary Administration Building Administration Building Judicial Center Sheriffs Department Summary Court Center	\$10.00 each	Lexington County Staff will collect, transport & preprocess recovered waste paper	\$13,000
96-Gallon Caster Carts	Auxiliary Administration Building Administration Building Judicial Center Sheriffs Department Summary Court Center	\$150.00 each	Lexington County Staff will collect, transport & preprocess recovered waste paper	\$19,500
Stationary Recycling Receptacles (Public Use)	Auxiliary Administration Building Administration Building Judicial Center Sheriffs Department Summary Court Center	\$550.00	Lexington County Staff will collect, transport & preprocess recovered waste paper	\$16,500

15. Include a detailed explanation of each item listed in the budget.

Below is a detailed explanation of each item listed in the above budget:

One thousand three hundred (1,300) desk recycling containers. These are for individual employees use at their workstation/desk. These individual containers give ownership and accountability to the employee. These containers are small enough to slide conveniently under desk, yet large enough to collect several days of paper waste.

One hundred thirty (130) 96-gallon caster cart collection containers. These are for each department to house the collection from the small containers and store, until the final transportation to further process is performed

Thirty (30) attractive public recycling containers. These are for the use of the public entering and utilizing County service. They will be available in all public areas for the collection of waste paper.

16. Describe any other equipment or improvements needed and how those will be funded or obtained.

The additional equipment below is necessary to carry out this program (**See SW 2008 Grant application I-Paper Material Processing and III Business Outreach**).

A Mobile saddle lifter is proposed for the ease and safety of unloading the 96-gallon caster carts into the compactor unit's hopper.

A concrete pad is required for placing a compactor unit and 40-yard container in the final processing of office paper.

A power pole and electrical box is required to run electricity to the three phase compactor unit

The compactor unit will assist in the large processing of the 54.70 estimated tons of waste paper to be collected.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected.

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Incentive Rewards – The LCSM Project/Recycling Coordinator will solicit local restaurants and retails stores for donations from their business as an incentive and reward to participants.

SECTION I

COUNTY OF LEXINGTON DHEC REDUCTION RECYCLING GRANT Annual Budget Fiscal Year - 2007-08

Fund: 5720

Division: Public Works

Organization: 121207 - Solid Waste / Recycling - DHEC RECYCLING GRANT

Object Code	Revenue Account Title	Actual 2005-06	6 Months Received Thru Dec 2006-07	Amended Budget Thru Dec 2006-07	Projected Revenues Thru Jun 2006-07	Requested Revenues 2007-08	Total Approved 2007-08
Revenues: (C/C - 000000)							
458000	State Grant Income	2,306	1,579	35,000	35,000	151,000	
** Total Revenue		<u>2,306</u>	<u>1,579</u>	<u>35,000</u>	<u>35,000</u>	<u>151,000</u>	
***Total Appropriation					35,000	151,000	
FUND BALANCE							
Beginning of Year					0	0	
FUND BALANCE - Projected							
End of Year					<u>0</u>	<u>0</u>	

		BUDGET					
Object Expenditure Code	Classification	2005-06 Expenses	2006-07 Expend. (Dec)	2006-07 Amended (Dec)	2007-08 Requested	2007-08 Recommend	2007-08 Approved
Operating Expenses							
520200	Contracted Services	750	0	0	<u>0</u>		
520400	Advertising & Publicity	829	0	0	<u>9,000</u>		
521200	Operating Supplies	728	0	0	<u>0</u>		
521213	Public Education	0	0	0	<u>0</u>		
* Total Operating		<u>2,306</u>	<u>0</u>	<u>0</u>	<u>9,000</u>		
**Total Personnel & Operating		<u>2,306</u>	<u>0</u>	<u>0</u>	<u>9,000</u>		
Capital							
540000	Capital Clearing	-21,300	0	0	<u>0</u>		
	Other Equipment	21,300	0	35,000	<u>142,000</u>		
**Total Capital		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>142,000</u>		
** Total Budget Appropriation		<u>2,306</u>	<u>0</u>	<u>35,000</u>	<u>151,000</u>		

SECTION III - PROGRAM OVERVIEW

Summary of Programs

Program 1 Office Paper Recycling

Program 1 Office Paper Recycling

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (SCDHEC). This year SCDHEC is offering grant funds to promote paper recycling beyond the recycling generated by residents. This grant allows counties to assist with business recycling and is being proposed to include governmental offices/agencies. Lexington County Department of Solid Waste Management (SWM) is proposing a waste paper recycling project for five of the County's major office complexes. Currently SWM services two non-departmental sites for cardboard recycling: the Main Library and Microfilm. The Lexington County Detention Center and the Lexington County Central Warehouse received compactor in FY 2006-07 to assist in the recovering of their cardboard. This proposal will aid in the collection and processing of all waste office paper generated by the five office complexes. SWM is proposing to install two compactors to assist with the final processing of the proposed waste paper program. This will increase the current paper recycling performed in the SWM Collection Stations, assisting in the recycling and reduction as participation with the overall goal for South Carolina. The proposal would include all site preparation, power pole with an electrical box, concrete pads and a compactor unit. The proposal will allow procurement of the needed containers for the collection and promotion with recycled content items as incentive for participation to the employees and citizens. In addition to meeting our recycling reduction goal, this program will also produce additional revenues. The County will see a reduction in its municipal solid waste (MSW) from each department's landfill waste stream and reducing MSW expenditures. An assurance for this reduction is due to the ease and convenience of the collection containers for individual employees and citizens visiting the office complexes involved. The following complexes are proposed for this project.

Auxiliary Administration Building
605 West Main Street
Lexington, South Carolina 29072

Administration Building
212 South Lake Drive
Lexington, South Carolina 29072

Judicial Center
205 East Main Street
Lexington, South Carolina 29072

Sheriffs Department
512 Gibson Road
Lexington, South Carolina 29072

Summary Court Center
139 East Main Street
Lexington, South Carolina 29072

SECTION IV – SUMMARY OF REVENUES

SECTION V. – LINE ITEM NARRATIVES

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

520400- ADVERTISING AND PUBLICITY

\$9,000

This account will cover the cost to procure SCHEC approved recycling content items. The following items are proposed in the grant.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected. Estimated cost \$3,000

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$2,000

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$4,000

SECTION V.B. -- OPERATING LINE ITEM NARRATIVES

CAPITAL REQUEST

000000 - COMPACTOR UNITS & SITE PRERATION (2) \$71,000

This account will cover the cost to procure and install compactor units and power poles with electrical boxes at the following site for processing of office paper

Lexington County Central Warehouse
Lexington County Sheriff's Department

000000 - CONCRETE PAD (60' X 6' X 8") \$8,000

This account will cover cost for the installation of a concrete pad. This pad will house a compactor (rebuilt) for compacting office paper. Thus, travel results in fewer trips to recycling vendor, as vendor will supply and service 40-yard container. A direct saving in fuel expense and maintenance of vehicle fleet will result.

000000 - MOBILE SADDLE LIFTERS (2) \$14,000

Added safety for the unloading of the existing and newly requested roll carts.

000000 - 96-GALLON CASTER CARTS \$19,500

To cover cost for new roll cart used in the collections of recyclable commodities. This purchase will aid in storage of recyclables within sites saving trips, thus a savings in fuel reduction. These will also add safety for employees resulting in less physical stress while mobilizing and emptying.

000000 - DESK/WORKSTATION RECYCLING CONTAINERS \$13,000

To cover cost for new desk/workstation containers for collection of daily waste paper generation

000000 - STATIONARY RECYCLING CONTAINERS \$16,500

To cover cost for attractive container for placement in public areas for use by citizens in recycling

Memorandum
Department of Solid Waste Management
Lexington, South Carolina

Date: February 20, 2007

To: Diana Burnett, Clerk to Council

From: Joe Mergo, III – Director

Reference: SCDHEC FY 2008 Grant Applications

We are applying for four grants offered by the South Carolina Department of Health and Environmental Control's Office of Reduction and Recycling (SCDHEC).

Please have the four applications placed on the February 27, 2007 County Council Solid Waste Committee's Agenda.

Our grant coordinator, Donna Hendrix, attended the SCDHEC grant workshop on January 23, 2007 where the grant applications were disbursed.

These grants will be due to the SCDHEC Reduction and Recycling Office on March 2, 2007. Because of this deadline, I respectfully request that the Committee's recommendation be taken to Full Council on February 27, 2007.

This year we are not required to submit approval signatures for the applications.

dh/JGM

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Solid Waste Reduction Grant, III - Business Outreach

Fund: 5720 SCDHEC Management Grant Department: 121207 Solid Waste Recycling
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: SCDHEC Office of Reduction and Recycling is offering proposals for a Solid Waste Reduction Grant for the FY 2008 grant awards. This years award is based on the reduction and recycling of paper and is being offered to assist with business, institutional or governmental entities. Lexington County Solid Waste Management is proposing to implement office paper recycling throughout Lexington County. There are three separate applications involved and Lexington County Solid Waste Management is applying for all three to fund the entire proposed project. Phase III of three applications will procure all education information involved i.e. newsletter, promotional items. All awarded funds for each phase will be combined into this account.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Donna Hendrix, Project Coordinator

Date Grant Information Released: January 23, 2007 Date Grant Application Due: March 2, 2007

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

Personnel	\$	-
Operating	\$	9,000.00
Capital		
Total	\$	9,000.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____
% \$ Amount

Requirements at the End of this Grant (please explain in detail): Lexington County Solid Waste Management will continue to oversee the project.

Dept. Preparer:	<u>WCH</u>	<u>2-20-07</u>
Dept. Approval:	<u>[Signature]</u>	<u>2/20/07</u>
Finance Approval:	<u>AD</u>	<u>2/20/07</u>
	<small>Initials</small>	<small>Date</small>

**Proposal for Solid Waste Reduction Grant
III – Business Outreach
Lexington County Solid Waste Management**

General Information

2. Provide the Local Government name, contact information and mailing information.

Requested Amount **\$9,000**

Federal I.D. Number 57-6000379

Recycling Coordinator & Contact Person
Donna Hendrix, Project/Recycling Coordinator
498 Landfill Lane
Lexington, South Carolina 29073
Telephone (803) 755-3325

Financial Officer/Grant Administrator
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 359-8100

Authorized Representative (County Administrator)
Katherine Hubbard, County Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 359-8100

Address Reimbursement be mailed to:
Adam DuBose, Grants Administrator
212 South Lake Drive
Lexington, South Carolina 29072
Telephone (803) 359-8100

Program Description:

2. Provide a brief overview of the project for which you are requesting funds.

Lexington County Solid Waste Management (LCSWM) is proposing a new large-scale waste office paper-recycling program. LCSWM is proposing to collect all current generation waste office paper from five (5) of our largest governmental building complexes. **(See 2008 SW Grant Application – I – Paper Material Processing and II Increased Paper Material Collection)**

With the above collection, we will require assistance with material to promote, educate, and reward participants in the program. This application is to request the necessary material needed for the program.

3. Describe the targeted source(s) of the materials: businesses, commercial, schools, institutions, government offices/agencies, etc.

The proposed program targets five (5) major Lexington County Governmental complexes to recycling all waste paper generated daily. **(See 2008 SW Grant Application – II Increased Paper Material Collection)**

4. Provide a detailed description of all goods and services to be purchased or procured for this project.

Funds for the publishing announcements, surveys and newsletters will be required. Promotional items will be distributed to all participating or teams will compete for rewards. This will require grant funds for procurement of recycled content items.

5. List all staff members or other partners that will be responsible for implementing this program and describe their duties as related to the project.

The LCSWM Project/Recycling Coordinator will perform an audit of all buildings/complex detailing each office, workstations and storage facility per department, with assistance from each department. Each department will have an assigned coordinator to assist with the start up and requirements entailed. Each departmental coordinator will be the team captain to their departmental employees. Newsletters will be distributed with the tonnages recovered with the environmental information to savings and impact that the recycling affects. The County's Custodial Service department will perform the collection, transportation and assist with the final processing of the waste office paper. Along with the Custodial department final processing performed will be assisted by personnel from the County's Central Warehouse.

Program Benefits:

6. Explain how the project will result in an increase in participation and materials collected.

With the proposed containers requested and the recycling project located in the largest County buildings, all employees and visiting citizens will have access to participate in recycling the daily waste paper they generate. There are thirteen thousand and seventy-five employees

7. Describe the current and projected participation rates and explain the method(s) used to derive rates.

Presently there is not an existing business recycling program for comparing rates. We are using our residential recycling for this comparison. There is a small scale waste paper recycling existing in the Lexington County government. There are two small offices currently recycling and serviced by LCSWM. The County's Main Library and the County Microfilm office are serviced by LCSWM on an approximate quarterly basis for their small-scale generation of waste paper. Since LCSWM is equipped to service it's twelve (12) Collection Stations, we are able to assist only these two departments, due to the small-scale generation. These two noted departments are such a small generation; their waste paper is incorporated with the LCSWM current Collection Station recycling.

It has been estimated that 54.70 tons will be recovered with the proposed project. This will be a 93.84% increase when compared to the FY 2005/06 residential waste paper recycling of 58.29 tons recovered and recycled.

An investigation for methodology in orchestrating a large office recycling programs was performed and the following formula was used in deriving at the estimated proposed tons.

WASTE AUDIT WORKSHEET

Recyclable Paper Generation:			
$\frac{1375}{\text{No. of employees}} \times$	$.51 \text{ lbs} =$ (Avg. lbs. recyclable paper, per day, per employee)	$\frac{(a) 701.25}{\text{Recyclable paper, per day}}$	
$\frac{(a) 701.25}{\text{Recyclable paper per day}} \times$	$\frac{240 \text{ days}}{\text{Working days per year}} / 12 \text{ months}$	$\frac{1}{2,000 \text{ lbs. per ton}} =$	$\frac{(b) 7.0125}{\text{Tons per month recyclable paper}}$
Potential Paper Recovery Rates:			
$\frac{(b) 7.0125}{\text{per month recyclable paper}} \times \text{Tons}$	$* 65 \% = \text{Participation rate}$	$.4.558125 \text{ Tons per month of paper recyclable paper recovered}$	$\text{X } 12 \text{ months} = 54.6975 \text{ tons/year}$
* While all program coordinators will aim for 100% participation with collection programs, 65% has been determined to be a more accurate level.			

The above formula began with the County's total personnel of 1375. (See <http://fcgov.com/recycling/officeguide.php> for our acquired formula)

Integration of existing infrastructure:

8. Explain how the proposed project makes use of existing infrastructure and complements existing programs.

By allowing all employees and visiting citizens, within the major office complexes, the access and ability to participate, we will have a program that will equal our existing residential recycling tonnages recovered and recycled.

Budget/Cost justification:

9. Provide a detailed budget for the project, including grant funds requested, matching funds

Description	Proposed Location	Per Unit Cost	LCSWM In-Kind Contributions	Grant Request
Newsletter (quarterly)	Each County Department and at all Public access points	\$0.50	County staff will supply staffing in the distribution	\$3,000
Promotional Pens/Pencils	Each County Department and at all Public access points	\$0.50/each	County staff will supply staffing in the distribution	\$2,000
Recycled Content Paper Product	Each County Department and at all Public access points	\$1.00/each	County staff will supply staffing in the distribution	\$4,000
Incentive Rewards	Reward as competition or participation	\$0	County staff will solicit local restaurants/retail for donations	\$0

10. Include a detailed explanation of each item listed in the budget.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected.

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling.

Incentive Rewards – The LCSM Project/Recycling Coordinator will solicit local restaurants and retail stores for donations from their business as an incentive and reward to participants.

11. Describe any other equipment or improvements needed and how those will be funded or obtained.

Below is a description of addition equipment and supplies proposed for the completion of the paper recycling project and obtain through grant funding. **(See 2008 SW Grant Application – I – Paper Material Processing and II Increased Paper Material Collection)**

A Mobile saddle lifter is proposed for the ease and safety of unloading the 96-gallon caster carts into the compactor units hopper.

A concrete pad is required for placing a compactor unit and 40-yard container in the final processing of office paper.

A power pole and electrical box is required to run electricity to the three phase compactor unit

The compactor unit will assist in the large processing of the 54.7 estimated tons of waste paper to be collected.

Desk Recycling Container is proposed for employees use at their workstation

96 –gallon caster carts is proposed for the collection and temporary storage of the workstation recycled paper and located in a central location for each department

Attractive collection container is proposed for collection of waste paper for public use

SECTION I

**COUNTY OF LEXINGTON
DHEC REDUCTION RECYCLING GRANT
Annual Budget
Fiscal Year - 2007-08**

Fund: 5720
Division: Public Works
Organization: 121207 - Solid Waste / Recycling - DHEC RECYCLING GRANT

Object Code	Revenue Account Title	Actual 2005-06	6 Months Received Thru Dec 2006-07	Amended Budget Thru Dec 2006-07	Projected Revenues Thru Jun 2006-07	Requested Revenues 2007-08	Total Approved 2007-08
Revenues: (C/C - 000000)							
458000	State Grant Income	2,306	1,579	35,000	35,000	151,000	
	** Total Revenue	<u>2,306</u>	<u>1,579</u>	<u>35,000</u>	<u>35,000</u>	<u>151,000</u>	
	***Total Appropriation				35,000	151,000	
FUND BALANCE							
	Beginning of Year				<u>0</u>	<u>0</u>	
FUND BALANCE - Projected							
	End of Year				<u><u>0</u></u>	<u><u>0</u></u>	

		BUDGET					
Object Expenditure Code	Classification	2005-06 Expenses	2006-07 Expend. (Dec)	2006-07 Amended (Dec)	2007-08 Requested	2007-08 Recommend	2007-08 Approved
Operating Expenses							
520200	Contracted Services	750	0	0	<u>0</u>		
520400	Advertising & Publicity	829	0	0	<u>9,000</u>		
521200	Operating Supplies	728	0	0	<u>0</u>		
521213	Public Education	0	0	0	<u>0</u>		
	* Total Operating	2,306	0	0	<u>9,000</u>		
	**Total Personnel & Operating	2,306	0	0	<u>9,000</u>		
Capital							
540000	Capital Clearing	-21,300	0	0	<u>0</u>		
	Other Equipment	21,300	0	35,000	<u>142,000</u>		
	**Total Capital	0	0	35,000	<u>142,000</u>		
	** Total Budget Appropriation	2,306	0	35,000	<u>151,000</u>		

SECTION III - PROGRAM OVERVIEW

Summary of Programs

Program 1 Office Paper Recycling

Program 1 Office Paper Recycling

Objective:

This program is a proposed grant application with South Carolina Department of Health and Environmental Control (SCDHEC). This year SCDHEC is offering grant funds to promote paper recycling beyond the recycling generated by residents. This grant allows counties to assist with business recycling and is being proposed to include governmental offices/agencies. Lexington County Department of Solid Waste Management (SWM) is proposing a waste paper recycling project for five of the County's major office complexes. Currently SWM services two non-departmental sites for cardboard recycling: the Main Library and Microfilm. The Lexington County Detention Center and the Lexington County Central Warehouse received compactors in FY 2006-07 to assist in the recovering of their cardboard. This proposal will aid in the collection and processing of all waste office paper generated by the five office complexes. SWM is proposing to install two compactors to assist with the final processing of the proposed waste paper program. This will increase the current paper recycling performed in the SWM Collection Stations, assisting in the recycling and reduction as participation with the overall goal for South Carolina. The proposal would include all site preparation, power pole with an electrical box, concrete pads and a compactor unit. The proposal will allow procurement of the needed containers for the collection and promotion with recycled content items as incentive for participation to the employees and citizens. In addition to meeting our recycling reduction goal, this program will also produce additional revenues. The County will see a reduction in its municipal solid waste (MSW) from each department's landfill waste stream and reducing MSW expenditures. An assurance for this reduction is due to the ease and convenience of the collection containers for individual employees and citizens visiting the office complexes involved. The following complexes are proposed for this project.

Auxiliary Administration Building
605 West Main Street
Lexington, South Carolina 29072

Administration Building
212 South Lake Drive
Lexington, South Carolina 29072

Judicial Center
205 East Main Street
Lexington, South Carolina 29072

Sheriff's Department
512 Gibson Road
Lexington, South Carolina 29072

Summary Court Center
139 East Main Street
Lexington, South Carolina 29072

SECTION IV – SUMMARY OF REVENUES

SECTION V. – LINE ITEM NARRATIVES

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

520400- ADVERTISING AND PUBLICITY

\$9,000

This account will cover the cost to procure SCHEC approved recycling content items. The following items are proposed in the grant.

Newsletters - Upon start up and on a quarterly basis, this will be distributed to each department and in a location for public access. The newsletter will announce the participation, recovered generation of waste paper recycled. The newsletter will also give environmental statistic of the impact the recycling has affected. Estimated cost \$3,000

Pens/Pencils - These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$2,000

Recycled Content Paper Products – These proposed items will be a daily reminder and incentive to employees and citizens in recycling waste paper. This will also be a full circle means to recycling. Estimated cost \$4,000

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

CAPITAL REQUEST

000000 - COMPACTOR UNITS & SITE PRERATION (2) \$71,000

This account will cover the cost to procure and install compactor units and power poles with electrical boxes at the following site for processing of office paper

Lexington County Central Warehouse
Lexington County Sheriff's Department

000000 – CONCRETE PAD (60' X 6' X 8") \$8,000

This account will cover cost for the installation of a concrete pad. This pad will house a compactor (rebuilt) for compacting office paper. Thus, travel results in fewer trips to recycling vendor, as vendor will supply and service 40-yard container. A direct saving in fuel expense and maintenance of vehicle fleet will result.

000000 - MOBILE SADDLE LIFTERS (2) \$14,000

Added safety for the unloading of the existing and newly requested roll carts.

000000 - 96-GALLON CASTER CARTS \$19,500

To cover cost for new roll cart used in the collections of recyclable commodities. This purchase will aid in storage of recyclables within sites saving trips, thus a savings in fuel reduction. These will also add safety for employees resulting in less physical stress while mobilizing and emptying.

000000 - DESK/WORKSTATION RECYCLING CONTAINERS \$13,000

To cover cost for new desk/workstation containers for collection of daily waste paper generation

000000 - STATIONARY RECYCLING CONTAINERS \$16,500

To cover cost for attractive container for placement in public areas for use by citizens in recycling

Memorandum
Department of Solid Waste Management
Lexington, South Carolina

Date: February 20, 2007

To: Diana Burnett, Clerk to Council

From: Joe Mergo, III – Director

Reference: SCDHEC FY 2008 Grant Applications

We are applying for four grants offered by the South Carolina Department of Health and Environmental Control's Office of Reduction and Recycling (SCDHEC).

Please have the four applications placed on the February 27, 2007 County Council Solid Waste Committee's Agenda.

Our grant coordinator, Donna Hendrix, attended the SCDHEC grant workshop on January 23, 2007 where the grant applications were disbursed.

These grants will be due to the SCDHEC Reduction and Recycling Office on March 2, 2007. Because of this deadline, I respectfully request that the Committee's recommendation be taken to Full Council on February 27, 2007.

This year we are not required to submit approval signatures for the applications.

dh/JGM

COUNTY OF LEXINGTON

Grant Request Summary Form

Title of Grant: Used Oil Grant

Fund: 5722 SCDHEC Management Grant Department: 121207 Solid Waste Recycling
No. Title No. Title

Type of Summary: Grant Application Grant Award

Grant Overview: SCDHEC Office of Reduction and Recycling is offering proposals for a Used Oil Grant for the FY 2008 grant awards. These funds assist Lexington County Solid Waste Management in the collection and proper recycling of used motor oil. This year in addition to operating and promotional items, Solid Waste Management is requesting a farmer's used oil tank to be placed in the proposed Bailey Collection Station expansion.

Grant Period: July 1, 2007 to June 30, 2008

Responsible Departmental Grant Personnel: Donna Hendrix, Project Coordinator

Date Grant Information Released: January 23, 2007 Date Grant Application Due: March 2, 2007

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

Personnel	\$	-
Operating	\$	15,133.00
Capital	\$	15,465.00
Total	\$	30,598.00

Local Match Required: Yes No

If Yes, What is the Percentage / Amount: _____
% \$ Amount

Requirements at the End of this Grant (please explain in detail): Lexington County Solid Waste Management will continue to oversee the project to include the repair and maintenance of all equipment involved.

Dept. Preparer:	<u>AKA</u>	<u>2-20-07</u>
Dept. Approval:	<u>JMT</u>	<u>2/20/07</u>
Finance Approval:	<u>AI</u>	<u>2/20/07</u>
	<small>Initials</small>	<small>Date</small>

**SC DHEC Office of Solid Waste Reduction and Recycling
FY2008 Used Oil Grant Application**

1.	Total Amount Requested: \$30,598
2.	Name of Local Government: Lexington County
3.	Federal ID Number: 57-6000379
4.	<p>Recycling Coordinator Information</p> <p>Name: Donna Hendrix</p> <p>Address Solid Waste Management 498 Landfill Lane Lexington, South Carolina 29073</p> <p>Phone: (803) 755-3325</p> <p>Fax: (803) 755-3833</p> <p>E-mail Address: dhendrix@lex-co.com</p>
5.	<p>Contact Person Information</p> <p>Name: Donna Hendrix</p> <p>Address Solid Waste Management 498 Landfill Lane Lexington, South Carolina 29073</p> <p>Phone: (803) 755-3325</p> <p>Fax: (803) 755-3833</p> <p>E-mail Address: dhendrix@lex-co.com</p>
6.	<p>Financial Officer/Grant Administrator</p> <p>Name: Adam DuBose, Grants Administrator</p> <p>Address: Finance 212 South Lake Drive Lexington, South Carolina 29072</p> <p>Fax: (803) 785-8379</p> <p>E-mail Address: adebose@lex-co.com</p>
7.	<p>Authorized Representative (County Administrator, etc.) Information</p> <p>Name: Katherine Hubbard, Administrator</p> <p>Address: Administrator 212 South Lake Drive Lexington, South Carolina 29072</p> <p>Fax: (803) 785-8101</p> <p>E-mail Address: khubbard@lex-co.com</p>
8.	<p>Address to which reimbursements should be mailed:</p> <p>Adam DuBose, Grants Administrator Finance 212 South Lake Drive Lexington, South Carolina 29072</p>

10. Describe in detail the used motor oil recycling project for which grant funding is being requested. Include a complete description for all goods or services listed on budget pages. Cost estimates must match budget pages. Please provide any information needed to adequately evaluate your application. Attach additional pages as necessary. **Please include descriptive literature for all equipment requested.**

A. Equipment /Supplies

Request to procure 600-gall agricultural collection tank, including all instillation cost. @ (\$15,465). Dry absorbent for use in collection stations and in oil filter processing building, also heavy-duty oil bottle bags @ (\$7,633). Total \$23,098

B. Contractual Service

Enclosed is a proposed Preventive Maintenance quote for the contractual services for FY06/07. Lexington County is requesting an outside vendor to perform all maintenance of our cuber for the coming year. This is an in-kind request to assist with filters collected and processed by Lexington County and in processing Fairfield County's. Service contract includes two maintenance performed per year, in addition to emergency repairs. Lexington County will absorb the balance of (\$8,058) for the needed contractual maintenance. Total \$3,750

C. Public Education

Request to purchase SCDHEC approved education materials of our used motor oil bottle/ filter and oil/gas mixture recycling programs offered by LCSWM to include other appropriate educational tools. Site Preparation (none) Total \$3,000

D. Travel

Requesting funding to attend recycling conferences as announced, during the fiscal year. Recycling coordinator will obtain educational information in reference to waste oil and waste oil bi-product recycling. Total \$750

11. Identify and provide specific addresses for all **proposed** oil collection sites. Provide a lease agreement or proof of ownership for land identified as a proposed collection site.

The existing Bailey collection station will be expanded in 2008 and Lexington County proposes to install the above requested farmer's oil tank at this site. See attached tax map information

12. Check the public education/outreach activities performed last year.

<input type="checkbox"/>	Newspaper Ads	<input type="checkbox"/>	Events/Festivals
<input checked="" type="checkbox"/>	Brochures	<input checked="" type="checkbox"/>	Presentations
<input type="checkbox"/>	Radio Ads	<input type="checkbox"/>	Promotional Items
<input type="checkbox"/>	TV Ads	<input type="checkbox"/>	Other (Pease describe)

Used Oil Collection Sties

List each DIY oil site and check material colleted

Site	Location	Oil	Farmer Oil	Oil/Gas Mix	Bottles	Filters
Bailey	100 Theo Jumper Road, Gaston SC 9053	X			X	X
Ball Park	301 Ball Park Road, Lexington, SC 29072	X			X	X
Bush River	6109 Old Bush River Road, Columbia, SC 29212	X			X	X
Chapin	103 Distant Lane, Chapin, SC 29036	X			X	X
Edmund	498 Landfill Lane, Lexington, SC 29073	X		X	X	X
Hollow Creek	125 Beulah Church Road Gilbert, SC 29054	X			X	X
Leesville	702 S Lee Street, Leesville, SC 29070	X	X		X	X
Pelion	1325 S Pine Street, Pelion SC 29123	X			X	X
Red Bank	1633 S Lake Drive, Lexington, SC 29073	X			X	X
Riverchase	110 Riverchase Way, Lexington, SC 29072	X			X	X
Sandhills	241 Charleston Hwy, Cayce, SC 29033	X			X	X
Summit	419 Sandpit Road, Gilbert, SC 29054	X			X	X

**PROPOSED USED OIL BUDGET
SUMMARY OF BUDGET**

Amounts shown must match project descriptions. Please round numbers to the nearest dollar.

SUMMARY BUDGET

Description	Grant Funds Requested
A. Equipment/Supplies	\$23,098
B. Contract Service	\$3,750
C. Public Education	\$3,000
D. Site Preparation	
E. Travel	\$750
F. Other Direct Cost	
Total Requested	\$30,598

A. EQUIPMENT/SUPPLIES (Examples: Boxes, bags, cement pad, used oil collection tank, gas/oil mixture collection tank, farmer oil collection tan, oil bottle containers, oil filter containers, collection station carport covers, fencing, DIY oil drain pans, signs, waste oil heater). Please include descriptive literature, brochures, etc. with your original application.

Description	Proposed location(s)	Per unit cost	Grant request
<i>Farmers Oil Tank</i>	<i>Bailey</i>	<i>\$15,465</i>	<i>\$15,465 (with SC tax)</i>
<i>(50) Dry Absorbent</i>	<i>12 sites 1 processing area</i>	<i>\$5</i>	<i>\$250</i>
<i>(2,000) oil bottle bags</i>	<i>12 sites 1 processing area</i>	<i>\$345/100 bags</i>	<i>\$7,383 (with SC tax)</i>
Totals			\$23,098

B. CONTRACT SERVICES (Example: Used oil filter/bottle collection, transportation costs.)

Description	Proposed location(s)	# units, pick-ups, etc.	Per unit cost	Grant request
<i>Filter Cuber Maintenance</i>	<i>Edmund Processing</i>		<i>\$3,750</i>	<i>\$3,750</i>
Totals				\$3,750

C. PUBIC EDUCATION (Cannot exceed limit on enclosed table.)

Description	Per unit cost	Grant request
<i>SCDHEC approved Brochures</i>	<i>\$0.50/ea</i>	<i>\$500</i>
<i>SCDHEC approved pens/Pencils</i>	<i>\$0.25/ea</i>	<i>\$375</i>
<i>SCDHEC approved recycled content items</i>	<i>\$5.00/ea</i>	<i>\$2,125</i>
Totals		\$3,000

D. SITE PREPARATION (Examples: clearing, fencing, or paving for oil sites.)

Description	Proposed location(s)	Per site cost	Grant request
Totals			

E. PROFESSIONAL DEVELOPMENT (\$750 Maximum)

Description	Grant request
<i>Attend Recycling Workshops or Conferences</i>	<i>\$750</i>
Totals	

F. OTHER DIRECT COSTS (For other costs directly associated with the collection, transportation or recycling of used motor oil and related materials. Must be described fully in the project summary.)

Description	Grant request

Bailey Collection Station

Data last updated: 02/09/2007

TMS#: 012000-02-002

TAX YEAR: 2007

OWNER: LEXINGTON COUNTY SCHOOL DISTRICT FOUR

ADDRESS: 607 EAST FIFTH ST

SWANSEA, SC 29160

PROPERTY ADDRESS: 100 THEO JUMPER RD

**LEGAL DESCRIPTION: LEASED TO LEXINGTON COUNTY FOR
COLLECTION STATION UNTIL 2005**

DEED BOOK & PAGE: 10755-20

PLAT: NONE

LAND USE: 9504:SCHOOL DISTRICT #4

TAX DISTRICT: 4

NON TAXABLE 95-NON-TAXABLE COUNTY

(Existing site, farmer's used oil tank proposed at this location, new agreement is in development)

SECTION I

COUNTY OF LEXINGTON DHEC USED OIL GRANT Annual Budget Fiscal Year - 2007-08

Fund: 5722
Division: Public Works
Organization: 121207 - Solid Waste / Recycling

Object Code	Revenue Account Title	Actual 2005-06	6 Months Received Thru Dec 2006-07	Amended Budget Thru Dec 2006-07	Projected Revenues Thru Jun 2006-07	Requested Revenues 2007-08	Total Approved 2007-08
Revenues: (C/C - 000000)							
458000	State Grant Income	13,406	2,644	34,835	34,835	<u>30,598</u>	
461000	Investment Interest	0	0	0	0	<u>0</u>	
805700	Operating Transfer In	3,844					
** Total Revenue		<u>17,250</u>	<u>2,644</u>	<u>34,835</u>	<u>34,835</u>	<u>30,598</u>	<u>0</u>
***Total Appropriation					34,835	30,598	
FUND BALANCE							
Beginning of Year					<u>0</u>	<u>0</u>	<u>0</u>
FUND BALANCE - Projected							
End of Year					<u>0</u>	<u>0</u>	<u>0</u>

		BUDGET					
Object Expenditure Code	Classification	2005-06 Expenses	2006-07 Expend. (Dec)	2006-07 Amended (Dec)	2007-08 Requested	2007-08 Recommend	2007-08 Approved
Operating Expenses							
520200	Contracted Services	9,600	0	9,600	<u>3,750</u>	0	0
521200	Operating Supplies	3,773	0	7,035	<u>7,633</u>	0	0
521213	Public Education Supplies	0	0	3,000		0	0
520400	Advertising and Publicity	0	0	0	<u>3,000</u>		
522100	Heavy Equip Repairs & Maintenance	0	0	0	<u>0</u>	0	0
525210	Conference & Meeting Expense	46	0	750	<u>750</u>	0	0
* Total Operating		<u>13,419</u>	<u>0</u>	<u>20,385</u>	<u>15,133</u>	<u>0</u>	<u>0</u>
**Total Personnel & Operating		<u>13,419</u>	<u>0</u>	<u>20,385</u>	<u>15,133</u>	<u>0</u>	<u>0</u>
Capital							
540000	Small Tools & Minor Equipment	0	0	0	<u>0</u>	0	0
	Other Equipment	-5,891	0	0	<u>15,465</u>	0	0
		5,891					
**Total Capital		<u>0</u>	<u>0</u>	<u>14,450</u>	<u>15,465</u>	<u>0</u>	<u>0</u>
** Total Appropriation		<u>13,419</u>	<u>0</u>	<u>34,835</u>	<u>30,598</u>	<u>0</u>	<u>0</u>

SECTION III - PROGRAM OVERVIEW

Summary of Programs:

Program 1 – Used Oil Grant

Program 1: Used Oil Grant

Objectives:

This program is supported in part by a South Carolina Department of Health and Environmental Control Grant for the collection and recycling of used oil, filters and bottles. This grant assists the Recycling Collections with equipment, supplies, and tools for education. The Recycling Collection Division (5700-121207) processes all Oil Bottles and Oil Filters generated from: the Solid Waste Management (SWM) 12 Collection Stations, Central Maintenance Garage, local business, participating Counties which SCDHEC has assigned for Lexington County to be host County as the Regional Used Oil Filter/Bottle Recycler. The Project Coordinator administers the procurement of budgetary allocations and all required reporting of this grant.

SERVICE LEVELS

Service Level Indicators:	Actual Tons	Estimated Tons	Projected Tons
	<u>FY 05/06</u>	<u>FY 06/07</u>	<u>FY 07/08</u>
Program 1			
Oil Filters	16.65	17.14	18.85
Oil Liquid	316.77	318.34	350.17

SECTION IV – SUMMARY OF REVENUES

SECTION V. – LINE ITEM NARRATIVES

SECTION V.A. – LISTING OF POSITIONS

SECTION V.B. – OPERATING LINE ITEM NARRATIVES

520100 – CONTRACTED MAINTENANCE **\$3,750**

To cover cost to procure services for Preventive Maintenance of our used oil filter cuber.

521200 - OPERATING SUPPLIES **\$7,633**

To cover cost to purchase dry absorbent for collection sites and heavy-duty bags for bottle collection.

20 box(s) @345 + tax	\$	7,383.00
50 bag absorbent @ \$5.00/bag	\$	250.00
	\$	7,633.00

520400 – ADVERTISING AND PUBLICITY **\$3,000**

To cover cost to purchase signs, brochures and other educational SCDHEC tools

525210 - CONFERENCE & MEETING EXPENSE **\$750**

This account will cover the cost for the Project Coordinator to attend the Carolina Recycling Association (CRA) Conference. This conference is an educational program to update those in the field of Recycling on State programs, guidelines and the newest technologies. It is to be noted that if this SCDHEC grant is awarded during a fiscal year, funding may also be included for Conference and Meetings from the Recycling Collections account. Any funding awarded in this grant will be used first, but is not guaranteed:

CRA Registration & Special Courses	\$	300
3 nights lodging	\$	285
Per Diem	\$	90
Mileage/Parking	\$	75
	\$	750



SECTION V.C. – CAPITAL LINE ITEM NARRATIVES

CAPITAL REQUEST

000000 - (1) FARMER'S USED OIL TANK **\$15,465**

This account will cover cost for a 600-gallon agricultural collection tank with sink to assist farmers with the proper recycling for used engine oil. Tank to be located at the Leesville Collection Station. Includes installation.

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.

APPOINTMENTS - BOARDS & COMMISSIONS

February 27, 2007

BILLY DERRICK

Health Services District - John R. Caughman - Term expires 03/10/07 - Not eligible for reappointment

SMOKEY DAVIS

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

DEBBIE SUMMERS

Health Services District - Wayne D. Corley - Term expires 03/10/07 - Eligible for reappointment

JOHNNY JEFFCOAT

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

JOHN CARRIGG

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

Children's Shelter - Vacant - Term expired 06/30/01

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

Board of Zoning Appeals - Malcolm Dennis (Resignation effective 01/01/07) -
Term expires 12/31/09

BILL BANNING

Health Services District - Jennifer T. Cunningham - Term expires 03/10/07 - Eligible for reappointment

Health Services District - Billy R. Oswald - Term expires 03/10/07 - Eligible for reappointment

TODD CULLUM

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

Health Services District - Elizabeth W. Foster - Term expires 03/10/07 - Not eligible for reappointment

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

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

BUILDING CODE BOARD OF APPEALS

Plumbing - Perry Kimball - Term expired 08/13/03 - Not eligible for reappointment

CENTRAL MIDLANDS TRANSPORTATION PLANNING TECHNICAL ADVISORY COMMITTEE

Charles M. Compton – Term expired 01/01/07 – Eligible for reappointment

John Fechtel – Term expired 01/01/07 – Eligible for reappointment

COUNTY OF LEXINGTON

Procurement Service

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: February 16, 2007

TO: Katherine Hubbard
County Administrator

FROM: Sheila R. Fulmer, CPPB
Procurement Manager

SUBJECT: HVAC Renovations for the Third Floor - Administration Building
B07019-02/14/07 - Building Services

Competitive bids were solicited for the Renovations of the HVAC system on the third floor of the County Administration Building. This project consists of the removal and replacement of the Heating, Ventilation, and Air Conditioning system of approximately 6800 square feet. The work will be accomplished while occupied through coordination with Building Services, Register of Deeds, and the contractor.

A mandatory pre-bid/site visit was held on February 01, 2007 in which four (4) contractors attended. We received four (4) bids (see attached bid tabulation). Randy Cottrell, Vista Engineering; Randy Quattlebaum, Building Services Manager; and Sheila Fulmer, Procurement Manger, evaluated the bids. It is our recommendation to award this project to the lowest responsive bidder, O. L. Holley for a total cost of \$205,748.00.

Funds are appropriated in the following account:

1000-111300-5A7038	HVAC VAV/Boxes/Ducts/Air Handler	\$205,748.00
--------------------	----------------------------------	--------------

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 February 27, 2007.

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

County of Lexington

Bid Tabulation

B07019-02/14/07

HVAC RENOVATIONS FOR THE THIRD FLOOR - ADMINISTRATION BUILDING

Quantity	Description	O.L. Holley		Cullum Services Inc		Walker-White		Bear Mechanical Svcs	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	HVAC Renovations for	\$205,748.00	\$205,748.00	\$214,990.00	\$214,990.00	\$221,460.00	\$221,460.00	\$233,800.00	\$233,800.00

Bids opened: February 14, 2007

Sheila R. Fulmer, CPPB
 Procurement Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: February 8, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager

FROM: Donna J. Potts, CPPB
Procurement Officer 

SUBJECT: **GPS Receiver Replacement Hardware, Software, Warranty Extension and Maintenance – Planning/GIS**

We have received a purchase request for GPS Receiver Replacement Hardware, Software, Warranty Extension and Maintenance for the Department of Planning/GIS. The one GPS Receiver available to Planning/GIS is eight years old and has furnished Lexington County with a marvelous legacy of spatial data. However, it is extremely limited in functionality and performance. The digital maps cannot even be displayed in the field as it gathers data. An upgrade to today's comparable technology would be a receiver like the Trimble GeoXT 2005 Sub-Meter GPS Receiver. Such a purchase would include Bluetooth for the Laser Craft, an ArcPad upgrade, a GPS correct upgrade, a Pathfinder Office upgrade, and a hardware warranty for the receiver itself.

Quotations were solicited from qualified vendors for the purchase of all hardware, software, warranty extension and maintenance. We received three (3) quotes (see attached bid tab). It is our recommendation to award this bid to Bradshaw Consulting Services as being the lowest responsible bidder.

The total cost of this project is \$5,668.88 including applicable sales tax. Jim Schafer, Director of Information Services, has reviewed and recommended this purchase.

Funds are appropriated in the following account:

#1000-101600-5A7010 – GPS Receiver Replacement \$5,668.88

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 February 27, 2007.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Charlie Compton, Director Planning/GIS
Jack MaGuire, Planning/GIS, Manager
Jim Schafer, Director of Information Services

County of Lexington

Bid Tabulation

GPS Receiver Replacement Hardware, Software, Warranty Extension and Maintenance

Quantity	Description	Bradshaw Consulting		Navigation Electronics		Duncan Parnell	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	GPS Receiver	\$3,767.00	\$3,767.00	\$4,295.00	\$4,295.00	\$4,080.00	\$4,080.00
1	External Patch Antenna	\$69.00	\$69.00	\$75.00	\$75.00	\$71.00	\$71.00
1	Bluetooth Retrofit	\$574.00	\$574.00	\$679.00	\$679.00	\$595.00	\$595.00
1	GPS Correct	\$445.00	\$445.00	\$695.00	\$695.00	\$375.00	\$375.00
1	Pathfinder Office Upgrade	\$790.00	\$790.00	\$850.00	\$850.00	\$800.00	\$800.00
1	Two (2) year Hardware Warranty Ext	\$414.00	\$414.00	\$450.00	\$450.00	\$425.00	\$425.00
1	One (1) year Software Maintenance	\$289.00	\$289.00	\$295.00	\$295.00	\$280.00	\$280.00
1	Shipping Charge	included	included	\$100.00	\$100.00	\$30.00	\$30.00
1	Trade-in Credit ProXR/ProXRS	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)
	Sub-Total		\$5,348.00		\$6,439.00		\$5,656.00
	Tax		\$320.88		\$386.34		\$339.36
	Grand Total		\$5,668.88		\$6,825.34		\$5,995.36

Quotes Received February 8, 2007



Donna J. Potts, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: February 15, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager 

FROM: Janice A. Bell, CPPB
Procurement Officer 

SUBJECT: One (1) Single Axle Dump Truck; One (1) Tandem Dump Truck; and Two (2) Crew Cab Pickup Trucks – Public Works / Fleet Vehicle Replacements
Bid No. B07023-02/13/07B

Competitive bids were solicited and advertised for One (1) Single Axle Dump Truck; One (1) Tandem Dump Truck and Two (2) Crew Cab Pickup Trucks for Public Works. These vehicles are recommended and approved in accordance with the Fleet Management Policy by Ellis Gammons, Fleet Manager. We received six (6) bids (see attached bid tabulation). Bids were evaluated by Ellis Gammons, Fleet Manager; John Fechtler, Director of Public Works; and Janice A. Bell, Procurement Officer.

It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost including sales tax of \$198,950.00 as follows:

Items #1 & #2	Burns Automotive	\$56,050.00
Item #3	Love Chevrolet	\$76,100.00
Item #4	Pulliam Motor Company	\$66,800.00

Funds are appropriated in the following accounts:

1000-121300-5A7051	(1) Tandem Dump Truck Replacement	\$76,100.00
1000-121300-5A7052	(2) Pickup Trucks Replacements	\$56,050.00
1000-121300-5A7055	(1) Single Axle Dump Truck Replacement	\$66,800.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 27, 2007.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtler, Director of Public Works/Assistant County Administrator
Ellis Gammons, Fleet Manager

County of Lexington

Bid Tabulation

B07023-02/13/07B

VEHICLES, DUMP & PICKUP TRUCKS

Quantity	Description	Columbia Freightliner, Inc.		Walterboro Motor Sales, Inc.		Love Chevrolet Company	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2007 Ford F350 Pickup	No Bid		25,819.00	\$25,819.00	No Bid	
1	2007 F350 Pickup w/Svc Body			31,003.00	\$31,003.00	No Bid	
1	2006 or 2007 Tandem Dump	\$77,548.00	\$77,548.00	No Bid		\$75,800.00	\$75,800.00
1	2006 or 2007 Single Axle Dump	No Bid		No Bid		No Bid	

Quantity	Description	Burns Automotive		Volvo & GMC Truck Center		Pulliam Motor Company	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2007 Ford F350 Pickup	\$25,425.00	\$25,425.00	No Bid		\$26,008.00	\$26,008.00
1	2007 F350 Pickup w/Svc Body	\$30,025.00	\$30,025.00	No Bid		\$31,418.00	\$31,418.00
1	2006 or 2007 Tandem Dump	No Bid		\$81,673.83	\$81,673.83	No Bid	
1	2006 or 2007 Single Axle Dump	\$66,765.00	\$66,765.00	\$72,261.04	\$72,261.04	\$66,500.00	\$66,500.00

Bids opened: February 13, 2007

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON
Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: February 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



SUBJECT: Terminals with Keyboard and Mouse – Sheriff's Department

Quotations were solicited for twenty (20) Win Term Thin Client (Dumb Terminals) with Keyboard and Mouse for the Sheriff's Department. The terminals, in conjunction with the terminal server, will be used as a central logon point for data entry personnel. Use of the thin clients will greatly reduce network traffic and the costs of new personnel computer purchases. The average cost of a personal computer is \$1,000.00; the average cost of a thin client appliance is \$400.00, an approximate savings of \$600.00 per user. This is an overall savings of around \$12,000.00 for twenty (20) units. The thin clients will also free up valuable network resources by having users logon and work from a central location thus eliminating heavy application network traffic over the network. Each thin client contains a keyboard and mouse.

We received four (4) bids and two (2) no bids (see attached bid tab). It is our recommendation to award this bid to Vecmar Computer Solutions as being the lowest responsible bidder.

The total cost is \$5,957.20 including applicable sales tax. Jim Schafer, Director of Information Services, has reviewed and recommended this purchase.

Funds are appropriated in the following account:

#1000-151200-5A7467 – (20) Thin Clients with Accessories \$5,957.20

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 February 27, 2007.

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

County of Lexington

Bid Tabulation

Win Term Thin Client with Keyboard and Mouse

Quantity	Description	Florida Micro		Software House Intl		Tiger Direct		Vecmar Computer	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20	Thin Client with keyboard & mouse	\$283.76	\$5,675.20	\$286.92	\$5,738.40	\$317.20	\$6,344.00	\$274.00	\$5,480.00
1	Shipping		included		included		\$104.30		\$140.00
	Tax		\$340.51		\$344.30		\$386.90		\$337.20
	Grand Total		\$6,015.71		\$6,082.70		\$6,835.20		\$5,957.20

A no bid response was received from Southern Computer Warehouse and Best Buy, stating that they could not provide this product.

Quotes received February 2, 2007



Donna J. Potts, CPPB
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

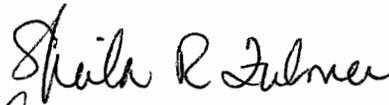
(O) 785-8319

(F) 785-2240

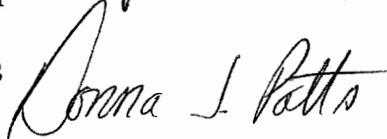
DATE: February 12, 2007

TO: Katherine L. Hubbard
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Potts, CPPB
Procurement Officer



**SUBJECT: Agricultural Tank for Recycling of Used Oil – Solid Waste Management
BID NO. B07008-02/08/07P**

Invitations for bids were advertised and solicited from qualified bidders for an Agricultural Tank for Recycling of Used Oil for the Department of Solid Waste Management. This 600-gallon agricultural collection tank will assist farmers with the proper recycling of used engine oil. The tank will be located at the Leesville Collection Station. We received one (1) bid.

Bids were evaluated by Donna Hendrix, Project Coordinator, Solid Waste Management Department and Donna J. Potts, Procurement Officer. The grant procedures have been approved by the South Carolina Department of Health and Environmental Control. It is our recommendation to award this bid to Southeastern Environmental and Waste Equipment Company as being the lowest responsive bidder, for a total amount of \$12,455.00, including applicable sales tax.

Funds are appropriated in account:

#5722-121207-5A7337 – SW/DHEC Used Oil Grant –

(1) Farmer's Used Oil Tank

\$12,455.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 27 2007.

copy: Larry Porth, Director of Finance / Assistant County Administrator
Joe Mergo, III, Director Solid Waste Management
Donna Hendrix, Project Coordinator, Solid Waste Management

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M07-01

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

West Side of Charter Oak Road, Lexington

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

TMS#: 004200-05-004, 023 P/O, & 024 P/O Property Owner: Walter Roy Drafts, Randell W. & Amanda F. Drafts, Jerald W. & Margaret B. Drafts

Reason for the request: The change in the zoning classification would reduce the buffer restrictions for any proposed future developments and to coincide with a recent map amendment request on an adjoining property.

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: 2/8/07 Applicant: Owner [] Agent [x]

Phone #(s): home (803) 359-3997

Signature: [Handwritten Signature] Printed Name: Walter Roy Drafts

Street/Mailing Address: 2432 Augusta Hwy., Lexington 29072

Table with 2 columns: Date, Action. Rows: 2/8/07 Application Received, Newspaper Advertisement, Notices Mailed

Table with 2 columns: Date, Action. Rows: 2/8/07 Fee Receipted, Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 5 columns: Date, First Reading, Public Hearing, Second Reading, Third Reading. Row: 2/27/07

Results:

COMMITTEE REPORT

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement
With the Towns of Chapin, Gaston, Irmo, Lexington, Pelion, Pine Ridge

DATE: February 20, 2007

COMMITTEE: Planning and Administration

MAJORITY REPORT: Yes

The Planning & Administration Committee convened on Tuesday, February 13, 2007 to review the invitations to participate in the Community Development Block Grant (CDBG) Program and Intergovernmental Cooperative Agreement with the towns of Chapin, Gaston, Irmo, Lexington, Pelion, and Pine Ridge.

The towns of Chapin, Gaston, Irmo, Lexington, Pelion, and Pine Ridge have submitted letters requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program and Intergovernmental Cooperative Agreements have been drafted. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney. Approval of the Agreement will allow the towns to participate in the County's CDBG programs for Program Year 2008 (July 1, 2008 - June 30, 2009).

The Committee voted to recommend that full Council approve the invitation to participate in the Community Development Block Grant (CDBG) Program and Intergovernmental Cooperative Agreement with the towns of Chapin, Gaston, Irmo, Lexington, Pelion, and Pine Ridge.



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Chapin

The Town of Chapin has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Chapin and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.



103 Columbia Avenue - P.O. Box 183 - Chapin, SC 29036

January 31, 2007

The Honorable Billy Derrick
 Chairman - Lexington County Council
 212 South Lake Drive
 Lexington, SC 29072

RE: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of the Council for the Town of Chapin, we are requesting the opportunity to participate in the County's CDBG Entitlement Program, in the remaining year of the county's requalification term. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both the town and the county.

We realize there are details that must be resolved, but we wanted to notify the county of our desire to participate as a first step. We request that you present this request to the County Council at its next meeting.

Sincerely,

A handwritten signature in cursive script that reads 'Stanley E. Shealy'.

Stanley E. Shealy
 Mayor

CC: George Bistany, Community Development Administrator - Lexington County



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Gaston

The Town of Gaston has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Gaston and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

James L. Sharpe
Mayor

Jennifer Poole
Administrator

Forrest (Woody) Crider
Police Chief

Town Hall (803) 796-7725



P.O. Box 429
186 North Carfisle Street
Gaston, South Carolina 29053-0429

COUNCIL MEMBERS

Troy R. Bivens
Donnie J. Dowd
Marvin Pound, Jr.
Charlie Sharpe

January 23, 2007

The Honorable William C (Billy) Derrick, Chairman
Lexington County Council
212 South Lake Drive
Lexington, South Carolina, 29072

Re: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of myself and the Town Council of the Town of Gaston, I am respectfully writing to inform you of our interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining two years of its re-qualification term during your next meeting. Our understanding is that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would benefit both entities.

While there are details that need to be resolved, the Town feels that our first step is to notify you of our desire to work with Lexington County to improve the overall living conditions of its residents. Our contact persons will be myself and our Administrator Jennifer Poole. If you have any further questions or concerns, please don't hesitate to contact us at the Town Hall at 803-796-7725.

Sincerely,

A handwritten signature in cursive script that reads "James L. Sharpe".

James L. Sharpe
Mayor, Town of Gaston

cc: George Bistany, Community Development Administrator



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Irmo

The Town of Irmo has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Irmo and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

cc:



January 12, 2007

The Honorable Todd Cullum
Chairman – Lexington County Council
212 South Lake Drive
Lexington, SC 29072

Re: Lexington County CDBG Entitlement Program

Dear Chairman Cullum:

On behalf of the Irmo Town Council, I am writing to let you know of our interest in the County's Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining year of its re-qualification term at your February Council Meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

While there are details that have to be resolved, we felt that our first step was to notify the County of our desire to participate. Please do not hesitate to contact Project Coordinator Bob Brown who will be the contact person for future projects. You and your staff may reach him at (803) 781-7050 or at rbrown@townofirmosc.com.

Thank you for your time and consideration. If we can be of further assistance you may also contact Mr. John Hanson, our Town Administrator also at (803) 781-7050.

Sincerely,

John Gibbons
Mayor





County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Lexington

The Town of Lexington has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Lexington and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

MAYOR
T. Randall Halfacre

TOWN OF LEXINGTON

111 Maiden Lane

TOWN ADMINISTRATOR
James W. Duckett, Jr.

MAYOR PRO-TEM
Hazel Leggett-Tyndall

MAILING ADDRESS
Post Office Box 397
Lexington, SC 29071

COUNCIL
Richard D. Thompson
Kathy Maness
Ted Stambolitis
Danny Frazier
Todd Shevchik



INFORMATION
803-359-4164
www.lexsc.com

FAX
803-359-4460

January 16, 2007

The Honorable William C. "Billy" Derrick
Chairman - Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

RE: Lexington County C.D.B.G Entitlement Program

Dear Chairman Derrick:

On behalf of the Council for the Town of Lexington, I am writing to let you know of our interest in the County's C.D.B.G Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining one year of its requalification term at your February 13, 2007 Council Meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

While there are details that need to be resolved, we felt that our first step was to notify the county of our desire to participate. Our contact person will be Wesley Crosby, Grants Administrator. You and your staff may reach him at (803) 358-1544 or at wcrosby@lexsc.com. If you have any questions or need any additional information, our staff members stand ready to assist in any way.

Sincerely,

T. Randall Halfacre
Mayor

cc: Town of Lexington Council
Jim Duckett, Town Administrator
Wesley Crosby, Grants Administrator - Town of Lexington
George L. Bistany, Jr., Community Development Administrator - Lexington Co.

*CONGRATULATIONS
ON YOUR APPOINTMENT
AS CHAIR - I
LOOK FORWARD
TO WORKING WITH
YOU!*



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Pelion

The Town of Pelion has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Pelion and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

TOWN OF PELION

South Carolina 29123

P.O. Box 7 • Telephone/Fax 803-894-3535

January 16, 2007

The Honorable William C (Billy) Derrick, Chairman
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

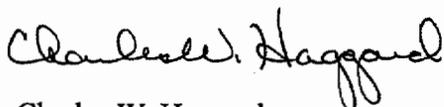
Re: Lexington County CDBG Entitlement Program

Dear Chairman Derrick:

On behalf of the Town Council of the Town of Pelion, I am writing to let you know of our interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town to participate in the remaining two years of its re-qualification term at your next meeting. It is our understanding that our inclusion would increase the amount of entitlement Lexington County would receive, and feel that our participation would be beneficial for both entities.

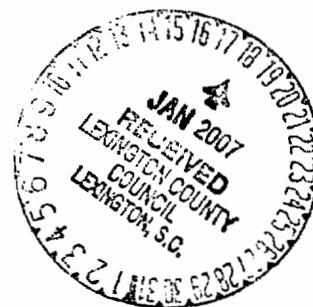
While there are details that need to be resolved, the Town feels that our first step is to notify you of our desire to work with Lexington County to improve the overall living conditions of its residents. Our contact person will be me as Mayor and Mike Burkhold, our Administrator. You may reach me at 803-894-3535 or Mike at 803-622-7428. If you have any questions or need any additional information, we stand ready to assist you in any way possible.

TOWN OF PELION



Charles W. Haggard
Mayor

Cc George Bistany, Community Development Administrator



cc: Billy Derrick



County of Lexington

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

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: February 2, 2007

RE: Invitation to Participate in CDBG Program and Intergovernmental Cooperative Agreement with the Town of Pine Ridge

The Town of Pine Ridge has submitted a letter requesting an invitation to participate in the County's Community Development Block Grant (CDBG) program. Attached is a draft letter of invitation to the Town of Pine Ridge and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating cities. The agreement was prepared by Staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

The deadline for submitting all documentation to the United States Department of Housing and Urban Development (HUD) is not until July 2007. However, it would be best to begin this process as soon as possible.

Upon Council's approval of the invitation to participate in the CDBG program and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's CDBG program effective July 1, 2008.

Town of Pine Ridge

Area Code (803) 755-2500
Fax No. (803) 955-0605
E-mail: Town Clerk - prtownclerk@sc.rr.com
Police Chief - chiefwright@sc.rr.com



January 9, 2007

The Honorable Todd Cullum
Chairman – Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

RE: Lexington County CDBG Entitlement Program

Dear Chairman Cullum:

The Town of Pine Ridge is hereby submitting a notice of interest in the County's CDBG Entitlement Program. We would appreciate your consideration of inviting the Town of Pine Ridge to participate in program. It is an excellent opportunity to be involved in a program that considers the needs and issues of our local communities, and benefits the County as a whole.

If you have any questions or need any additional information, please contact our Town Clerk, Viki Moak.

Respectfully,

A handwritten signature in black ink that reads "David L. Busby".

David L. Busby
Mayor

cc Town Council



COMMITTEE REPORT

RE: Red Bank Collection Station

DATE: February 20, 2007

COMMITTEE: Solid Waste Landfill

MAJORITY REPORT: Yes

The Solid Waste Landfill Committee convened on Tuesday, February 13, 2007 to discuss the Red Bank Collection Station.

The Committee was unable to identify a suitable site for relocating the Red Bank Collection Station within a 1.5 to 2 mile radius of the current site. In addition, the survey conducted in December 2006 showed 67% of the Red Bank Community residents who use the site would be in favor of relocating within a five mile radius.

The Committee voted to recommend closing the Red Bank Collection Station and moving it to the Edmund Landfill.

**LEXINGTON COUNTY COUNCIL
SOLID WASTE MANAGEMENT COMMITTEE
COMMUNITY SURVEY**

(Please circle your answer to each question below)

1. This collection station provides safe and easy entrance from and exit to South Lake Drive.

Strongly Agree	Moderately Agree	Agree	Moderately Disagree	Strongly Disagree
404	280	420	379	226

24%	16%	25%	22%	13%
-----	-----	-----	-----	-----

TOTAL REPLIES - 1706 Agree: 65% Disagree: 35%

2. This collection station provides ample space for disposal of the recyclables and other solid waste I bring to the station.

Strongly Agree	Moderately Agree	Agree	Moderately Disagree	Strongly Disagree
601	313	569	150	74

35%	18%	34%	9%	4%
-----	-----	-----	----	----

TOTAL REPLIES - 1706 Agree: 87% Disagree 13%

3. This collection station provides a safe environment for me to dispose of the recyclables and other solid waste I bring to the station.

Strongly Agree	Moderately Agree	Agree	Moderately Disagree	Strongly Disagree
755	287	551	78	44

44%	17%	32%	4.5%	2.5%
-----	-----	-----	------	------

TOTAL REPLIES - 1715 Agree: 93% Disagree: 7%

4. I would support the relocation of the current Red Bank Collection Station to a new or existing larger, safer and better equipped Collection Station within an approximately five mile radius of the current Red Bank Collection Station?

Strongly Agree	Moderately Agree	Agree	Moderately Disagree	Strongly Disagree
456	205	474	249	328

27%	12%	28%	14%	19%
-----	-----	-----	-----	-----

TOTAL REPLIES - 1712 Agree: 67% Disagree: 33%

5. I would support implementation of mandatory curbside collection of household waste, recycling and / or yard trash if such program could provide efficient and effective collection services.

Strongly Agree	Moderately Agree	Agree	Moderately Disagree	Strongly Disagree
353	144	393	255	558

21%	8%	23%	15%	33%
-----	----	-----	-----	-----

TOTAL REPLIES - 1703 Agree: 52% Disagree: 48%

ORDINANCE

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SCANA CORPORATION OR ONE OF ITS SUBSIDIARIES; AND MATTERS RELATING THERETO.

WHEREAS, Lexington County (the "County"), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 13, 2007 (the "Resolution"), taken official action to identify the project (as defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a fee agreement (the "Fee Agreement") with SCANA Corporation or one of its subsidiaries (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into the Fee Agreement concerning the establishment of a facility in the County which will consist of certain land, buildings, or other improvements thereon and all equipment, furnishings and other personal property required by the Company and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to herein as the "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Lexington County Council (the "County Council") has caused to be prepared and presented to the County Council the Fee Agreement which the County shall execute and deliver;

WHEREAS, it appears that the document above referred to is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$10 million;

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which shall be executed and filed with the Clerk to County Council and which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement are hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable 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 hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2007.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. Derrick
Chair of Lexington County Council

ATTEST:

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

First Reading: February 13, 2007
Second Reading:
Public Hearing:
Third Reading:

FEE AGREEMENT
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA
AND
SCANA CORPORATION OR ONE OF ITS SUBSIDIARIES
DATED AS OF
_____ , 2007

TABLE OF CONTENTS

	PAGE
FEE AGREEMENT	1
ARTICLE I RECAPITULATION AND DEFINITIONS	2
SECTION 1.1. Statutorily Required Recapitulation.....	2
SECTION 1.2. Rules of Construction; use of Defined Terms	2
SECTION 1.3. Definitions	2
ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT	4
SECTION 2.1. Limitation of Liability	4
SECTION 2.2. Inducement.....	4
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS.....	4
SECTION 3.1. Representations and Warranties of the County.....	4
SECTION 3.2. Covenants by the County.....	5
SECTION 3.3. Representations and Warranties of the Company.....	6
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT.....	7
SECTION 4.1. The Project.....	7
SECTION 4.2. Diligent Completion	7
SECTION 4.3. Modifications to Project.....	7
ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN- LIEU-OF-TAXES.....	7
SECTION 5.1. Payments-in-Lieu-of-Taxes	7
SECTION 5.2. Disposal of Property; Replacement Property.....	8
SECTION 5.3. Fee Term	9
SECTION 5.4. Minimum Investment.....	9
ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT	9
SECTION 6.1. Protection of Tax Exempt Status of the Project.....	9
ARTICLE VII EFFECTIVE DATE	10
SECTION 7.1. Effective Date	10
ARTICLE VIII SPECIAL COVENANTS	10
SECTION 8.1. Confidentiality	10
SECTION 8.2. Indemnification Covenants	10
SECTION 8.3. Assignment and Leasing.....	11
ARTICLE IX EVENT OF DEFAULT AND REMEDIES	12
SECTION 9.1. Events of Default Defined	12
SECTION 9.2. Remedies on Default.....	12
SECTION 9.3. No Additional Waiver Implied by One Waiver.....	12
ARTICLE X OPTION OF THE COMPANY	13
SECTION 10.1. Option to Terminate.....	13
ARTICLE XI MISCELLANEOUS	13
SECTION 11.1. Notices	13
SECTION 11.2. Binding Effect.....	14
SECTION 11.3. Invalidity and Severability.....	14
SECTION 11.4. Payments Due on Saturday, Sunday and Holidays.....	14
SECTION 11.5. Fiscal Year; Property Tax Year	14

SECTION 11.6. Amendments, Changes and Modifications14
SECTION 11.7. Execution of Counterparts14
SECTION 11.8. Law Governing Construction of Agreement14
SECTION 11.9. Filings14
SECTION 11.10. Headings15
SECTION 11.11. Further Assurance15

EXHIBIT A. Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into as of _____, 2007, by and between **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 its County Council (the "County Council") as governing body of the County, and **SCANA CORPORATION OR ONE OF ITS SUBSIDIARIES** ("the Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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;

WHEREAS, pursuant to an Inducement Resolution dated February 13, 2007 (the "Inducement Resolution") the County committed to enter into a fee agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 274.738 for 20 years; and

WHEREAS, pursuant to an Ordinance adopted on March 13, 2007 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of the Company.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Agreement.

"Company" means SCANA CORPORATION or one of its subsidiaries.

"County Council" means the County Council of the County.

"County" means **Lexington County, South Carolina**, and its successors and assigns.

"Documents" means the Ordinance and this Fee Agreement.

"DOR" means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2007, between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean improvements now or hereafter situated on the land identified on Exhibit A hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” shall mean the Resolution of the County Council adopted on February 13, 2007, committing the County to enter into the Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension for such period as provided in Section 3.2(b) hereof.

“Ordinance” means the Ordinance adopted by the County on March 13, 2007, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Agreement.

“Project” shall mean the Equipment, Improvements, and Real Property together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” shall mean the land identified on Exhibit A and all additional land that becomes part of the Project, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement and to the extent improvements qualifying for the project are located on land whether or not the land qualifies for inclusion in the

Project; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Stage” in respect of the Project shall mean the year within which Equipment and Improvements, and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

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

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1 *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and

has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

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

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

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

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act.

(g) 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.

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

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company.

(b) Upon receipt of written request from the Company, the County agrees to consider any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

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

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

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

(f) The cost of the Project will exceed ten million (\$10,000,000) dollars.

(g) The Company will pay all reasonable costs of the County, including attorneys' fees, incurred in connection with the authorization, execution and delivery of this Fee Agreement.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain land and buildings, improvements, fixtures, machinery, equipment, and other personal property which comprise the Project. The Project will consist of buildings dedicated to storing and maintaining equipment along with any other facilities the Company deems appropriate.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 274.738.

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or

otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below ten (\$10,000,000) million dollars, then the Project shall revert to ad valorem taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Minimum Investment.* If the Company has not invested at least \$5 million in the Project during the Investment Period, subject to any extensions granted under Section 3.2(b), then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, 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, and without limiting the County's rights to inspect the Project as may otherwise be necessary to carry out its duties under law, 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 disclose or otherwise divulge any such confidential or proprietary information to which it may become privy 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, to the extent permitted by law, 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. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.2(b) and to reimburse them for all reasonable expenses to which any of them might be subject due to the approval and entering into of the documents or the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* The County agrees to consent, to the maximum extent allowed by the Act, for any purpose including, but not limited to obtaining financing, to: (a) any sale, transfer, disposition or assignment of the Fee Agreement, whether in whole or in part, by the Company to an affiliate or related entity of the Company; (b) the transfer or assignment of security or other interests in any or all of the Company's interests in the property subject to the Fee Agreement to an affiliate or related entity of the Company; or (c) the sublease of any property subject to the Fee Agreement to an affiliate or related entity of the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof beginning with the property tax year following such termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company: Attn: Tax Department
 P.O. Box 764
 Columbia, SC 29218
 Attention: Barry Burnette
 Director – Corporate Tax, Plans & Payroll
 Facsimile: 803-933-8149

With A Copy To: John C. von Lehe, Jr.
 Nelson Mullins Riley & Scarborough LLP
 P.O. Box 1806
 Charleston, SC 29402
 Facsimile: 843-722-8700

If to the County: Lexington County Council, South Carolina
 212 South Lake Drive
 Lexington, SC 29072
 Attention: Clerk to Council
 Facsimile: 803-785-8101

With A Copy To: Jeffrey M. Anderson
 Nicholson Davis Frawley Anderson & Ayer
 140 E. Main Street
 P.O. Box 489
 Lexington, SC 29071-0489
 Facsimile: 803-359-7478

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish

to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

SECTION 11.10. *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 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

LEXINGTON COUNTY, SOUTH CAROLINA

William C. Derrick, Chairman
Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

SCANA CORPORATION or one of its Subsidiaries

By: _____

Its: _____

EXHIBIT A

DESCRIPTION OF LAND

70 acres of land in the Lexington County Industrial Park adjacent to and immediately north of Old Wire Road presently comprising of TMS: 008096-02-001 and a portion of TMS: 008096-02-003.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 07-02

AN ORDINANCE APPROVING THE CONTRACT TO SELL APPROXIMATELY SEVENTY (70) ACRES OF REAL ESTATE LOCATED IN THE SAXE GOTHA INDUSTRIAL PARK.

WHEREAS, the County of Lexington owns a tract of land consisting of 70 acres, more or less, located in the Saxe Gotha Industrial Park; and

WHEREAS, the County purchased the subject property for the purpose of increasing economic development in the County; and

WHEREAS, the County has had an offer to purchase 70 acres, more or less; and

WHEREAS, the terms of the offer are set forth in the contract attached hereto as Exhibit A.

WHEREAS, the County has determined that it would be in the public interest and would serve a public purpose to sell the subject property pursuant to the terms of the Contract attached hereto as Exhibit A.

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

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

Section 2. The Chairman of the Lexington County Council is hereby authorized and directed to execute and deliver the contract in substantially the form attached hereto as Exhibit "A," and shall include any changes that are approved by the Chairman after consulting with the

County Attorney and the Chairman or County Administrator shall further execute any and all applicable documents for the conveyance of such property.

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: _____