

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, March 25, 2008
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

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

1:00 p.m. - 1:55 p.m. - Economic Development

- (1) Economic Development Strategic Plan Presentation (Goal 2) - Strategic Development Group - Mark Williams, President.....**A**
- (2) Project Ironside - Economic Development - Tracy McMillin, Project Manager, Central SC Alliance
- (3) Approval of Minutes - Meeting of February 12, 2008**B**
- (4) Old Business/New Business
- (5) Adjournment

1:55 p.m. - 2:35 p.m. - Planning & Administration

- (1) 2009 Pictometry Flight (Goals 1,2,3) - Planning and GIS - Charlie Compton, Director**C**
- (2) Building Code Ordinance Updates (Goals 1,2) - Community Development - Mike Moore, Building Official**D**
- (3) FY 2008-09 Projects - Home Investment Partnerships (HOME) Program (Goals 1,2) - Community Development - Ronald Scott, Director**E**
- (4) Wellness Program - Human Resources - Lori Adler, Director and Ed Salyer, Risk Manager.....**F**
- (5) Approval of Minutes - Meeting of February 12, 2008**G**
- (6) Old Business/New Business - Landscape Ordinance, Land Use Growth
- (7) Adjournment

2:35 p.m. - 3:05 p.m. - Justice

- (1) Solicitor's Office Update on Caseload (Goals 1,2) - Solicitor's Office - Rick Hubbard, Deputy Solicitor
- (2) Approval of Minutes - Meeting of February 12, 2008**H**
- (3) Old Business/New Business
- (4) Adjournment

3:05 p.m. - 3:25 p.m. - Health & Human Services

- (1) Appointment of Code Enforcement Officer - Animal Services - Chris Folsom, Coordinator **I**
- (2) FY 08 FEMA Assistance to Firefighters Grant Application (Goals 1,2,3) - Fire Service - Chief Russell Rawl, Coordinator **J**
- (3) FY 08 Local Emergency Management Performance Grant (LEMPG) Application (Goals 1,2,3) - Emergency Management - Michael McMasters, Coordinator **K**
- (4) FY 08 Local Emergency Management Performance Grant (LEMPG) Emergency Communications Network (ECN) Project Application (Goals 1,2,3) - Emergency Management - Michael McMasters, Coordinator **L**
- (5) FY 08 Local Emergency Management Performance Grant (LEMPG) Special Project Application (Goals 1,2,3) - Emergency Management - Michael McMasters, Coordinator **M**
- (6) Approval of Minutes - Meeting of February 12, 2008 **N**
- (7) Old Business/New Business
- (8) Adjournment

3:25 p.m. - 4:10 p.m. - Public Works

- (1) Legal Closing of Mallet Circle - Public Works - John Fechtel, Director **O**
- (2) Approval of Minutes - Meeting of February 12, 2008 **P**
- (3) Old Business/New Business - Policy for Skip Paving, Road Right-of-Way Issues, Alternate Paving, Road Improvement List, Traffic Congestion, Change in Ozone, and "C" Funds
- (4) Adjournment

4:10 p.m. - 4:15 p.m. - Solid Waste Landfill

- (1) Approval of Minutes - Meeting of February 12, 2008 **Q**
- (2) Old Business/New Business - Solid Waste Funding
- (3) 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

Justice

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

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, March 25, 2008

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

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Resolutions.....R

(1) Dr. Gariane P. Gunter

(2) Stevan Lionel Amick

Appointments S

Bids/Purchases/RFPs

(1) Administration/Judicial Landscaping - Building Services..... T

(2) Storage Area Network Drive - Information Services.....U

(3) Red Bank Crossing Architectural and Engineering Services V

Approval of Minutes - Meeting of February 26, 2008W

Ordinances

- (1) Ordinance 08-05 - An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Dated as of _____, 2008 by and Between Lexington County, South Carolina and Shaw Industries Group, Inc. Providing for a Payment of a Fee in Lieu of Taxes - 2nd Reading **X**
- (2) Ordinance 08-06 - An Ordinance to Amend that Certain Agreement for the Development of a Joint Industrial and Business Park Between Lexington County and Calhoun County Dated to be Effective on or About December 11, 1995 to add Shaw Tract - 2nd Reading..... **Y**
- (3) Ordinance 08-07 - An Ordinance Authorizing the Issuance, Sale and Delivery of Refunding and Improvement General Obligation Bonds of Lexington County, South Carolina; Fixing the Form and Details of the Bonds; Authorizing the County Administrator and Finance Director to Determine Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof, and Other Matters Relating Thereto - 2nd Reading **Z**
- (4) Ordinance 08-08 - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year 2007-2008 - 2nd Reading **1**
- (5) Ordinance 08-09 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement (the “Incentive Agreement”) Between Lexington County, South Carolina (the “County”) and Project Ironside, Acting for Itself or an Affiliate or Other Project Sponsor, (The “Company”), Whereby, Under Certain Conditions, the County Shall Grant Incentives to the Company in Connection with the Expansion of Certain Manufacturing Facilities in the County (the “Project”); (2) the County to Covenant in Such Incentive Agreement to Accept Certain Fees in Lieu of Ad Valorem Taxes With Respect to the Project; (3) Special Source Credits to Reimburse the Company for a Portion of the Costs of Certain Infrastructure or Real Property Costs Incurred in Connection with the Project; (4) the Benefits of a Multi-County Park to be Made Available to the Company; (5) the Re-documentation Within Such Incentive Agreement of That Certain Lease Purchase Agreement Between the County and Project Ironside; and (6) Other Matters Relating Thereto - 1st Reading by Title Only

Committee Reports

Planning & Administration, J. Jeffcoat, Chairman

- (1) Building Code Ordinance Updates - Community Development - **Tab D**

Justice, B. Banning, Chairman

- (1) Highway Safety DUI Enforcement Grant Application **2**

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

- (1) Appointment of Code Enforcement Officer - Animal Services - **Tab I**
- (2) FY08 FEMA Assistance to Firefighters Grant Application - Fire Service - **Tab J**

- (3) FY 08 Local Emergency Management Performance Grant (LEMPG) Application –
Emergency Management - **Tab K**
- (4) FY 08 Local Emergency Management Performance Grant (LEMPG) Emergency
Communications Network (ECN) Project Application - Emergency Management - **Tab L**
- (5) FY 08 Local Emergency Management Performance Grant (LEMPG) Special Project
Application - Emergency Management - **Tab M**

Public Works, D. Summers, Chairman

- (1) School District 4 “C” Fund Request.....**3**
- (2) Town of Springdale “C” Fund Request.....**4**

6:00 P.M. - Public Hearings

- (1) Ordinance 08-01 - An Ordinance Amending the Lexington County Building Code
Ordinance**5**
- (2) Ordinance 08-02 - An Ordinance Approving Contracts for the Conveyance of Real Estate
From the County of Lexington to the Lexington County Health Services District **6**
- (3) Ordinance 08-07 - An Ordinance Authorizing the Issuance, Sale and Delivery of Refunding
and Improvement General Obligation Bonds of Lexington County, South Carolina; Fixing
the Form and Details of the Bonds; Authorizing the County Administrator and Finance
Director to Determine Certain Matters Relating to the Bonds; Providing for the Payment of
the Bonds and the Disposition of the Proceeds Thereof, and Other Matters Relating
Thereeto - **Tab Z**

Ordinance

- (1) Ordinance 08-02 - An Ordinance Approving Contracts for the Conveyance of Real Estate
From the County of Lexington to the Lexington County Health Services District - 3rd and
Final Reading - **Tab 6**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

7:00 P.M. - Fire Service Presentations

- 1) Fire Service New Recruit Introduction
- 2) Fire Service Awards Presentation - Recognizing 25- and 30-Year Awards

ADJOURNMENT

GOALS

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Provide innovative Financial Management.**

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

Memorandum

March 17, 2008

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: 2009 Pictometry Flight

Lexington County has an opportunity to save approximately \$40,000 on our next aerial flight if we sign an agreement before the end of March outlining our intentions for next year. The agreement will not obligate us financially in any way, because it will be contingent upon the final budget adoption. The Company is making decisions on the number of airplanes and cameras to purchase, and will give discounts to those customers that are willing to share what they are considering for the coming year. We are also pursuing a 25% grant from the United States Geological Service which could mean as much as \$85,000 depending on the coverage option we select. Because of these ongoing negotiations, Katherine felt it would be good to brief you on the options we have before us.

The following information is from the budget documents that you will receive next month. There are two maps attached that graphically display the information contained in the chart below. Given the enormous success of the program (capsuled in the attachments), we are recommending that we consider increasing the amount of Neighborhood coverage that we obtain. This photography is from the lowest flight levels, with the highest resolution, and from all four directions. We have outlined three choices with the complete coverage of the County being the ideal choice.

Number of Community Sectors	Number of Neighborhood Sectors	Cost of the Flight	15% Additional Costs for Mosaics, USGS requirements, etc.	Total Cost	Per Year Cost
840	331	168,771	25,316	\$194,087	\$97,044
405	435	177,765	26,665	\$204,430	\$102,215
0	840	294,000	44,100	\$338,100	\$169,050

Lexington County has approximately 840 total sectors. The top line is the coverage with the current imagery.

Enclosures: Excerpts from FY2008/09 Budget Submission
New On-Line Option
Summary of the First Ten Months
Option #2 Map
Option #1 Map

Excerpts from the FY2008/09 Budget Submission

New On-Line Option

Lexington County has been chosen as one of the “beta test” sites for Pictometry’s new web-based product called Pictometry Simplicity Online (PSOL) – *Simplicity Online* combines the power and convenience of the internet, by eliminating the need to install software on every PC, and by reducing the need to store large files of images on individual PC’s. Pictometry will house our image libraries on its own server, and utilize its newly developed tile server technology for immediate internet transmission of images into our web browsers (including wireless to mobile workstations). PSOL offers an intuitive, simple interface for viewing, navigation, and measurement, including the use of our GIS data. Minimal training is required and there are minimal internal support requirements. This will greatly speed up everyone’s access and eliminate the need for County IS and GIS staff members to have to “lay hands on” all of these remote machines. The test period will be free to us for three or four months. After that, if we choose to continue with the service, the cost will be based upon the number of users. Our preference is for 100 users. Each person will receive their own unique ID and Password to log in. We may add to the number of users at any time and may reduce the number at the end of the annual subscription. Pricing may be paid monthly or all at once.

50 users – \$680 per month

Add \$8 per month for each additional user

100 users = \$1,080 per month X 12 months = \$12,960

Currently we provide Pictometry to our employees via desktop software that we install at each computer. We will soon have more options to choose from as outlined below:

1. As we now have Pictometry configured we are using our servers, our bandwidth, and our workers installing it. We have complete installations of the data at the County Administration Building, the Sheriff’s complex, and the Solicitor’s Office. We have partial or local data for many of the municipalities and some of the fire departments. One advantage with these replications of the data is that it eases the load on the network and provides a back-up copy should one location become unavailable.
2. ArcIMS as the delivery system is the option we are interested in pursuing for the FY2009-10 budget year. We would be using our servers, our staff programming it, and our bandwidth. However, this is a wholesale installation approach compared to the retail approach of #1. With ArcIMS, employees only need to have Internet Explorer to get to ArcIMS and Pictometry.
3. The hosted on-line service by Pictometry Corporation that is presented above uses their servers, their bandwidth, and their staff to maintain and program it. This option also uses Internet Explorer and is very fast if you have a good Internet connection (faster than through ArcIMS). This is a wholesale distribution system compared to #1 and #2. This is what we would like to “test-drive” this coming year.

Ultimately a combination of #1, #2, and #3 may be the answer. We could use #1 for the Administration Building, Solicitor and Judicial Center, and Sheriff’s Department, #2 for other county office settings that are on our network, and #3 for those employees who are either out of the county network or on a wireless connection. Each option has the same aerial photography and the same GIS data. Most of the tools that are available with #1 are available with #2, and #3.

Summary of the First Ten Months

Lexington County is in the 10th month of implementing Pictometry. Thus far we have experienced numerous incidents where Pictometry made a difference. However, the biggest difference is the change in the business model for many of our workers. Our expectations are higher because we have better information. Pictometry for our staff incorporates the aerial photographs, the EFS software and the numerous GIS layers that give meaning to the photos. We have the information to be safer in the execution of our duties. We have the information to be more certain when enforcing ordinances.

Economic Development uses Pictometry with all of its presentations with clients and Council. This view gives the client an accurate feel for the property and clearly reminds the client that we use the best resources to assist them. Also multiple sites can be quickly previewed without leaving the office. This is just another way we define Lexington County as being on another level from the other counties who are soliciting their business.

The Solicitor's Office utilizes Pictometry and GIS in court to help the jury identify where a crime occurs. It is easier for the jurors to visualize where the crime happens when they can see a picture of the location. The Pictometry images are ideal when there is a need to focus on a small area. The biggest two advantages of the Pictometry images in court are the ability to select the perfect angle and the best resolution. In a recent murder case, the Solicitor's Office was able to show the front entrance of the building that the defendant entered, shot the victim, and left from. The jury was able to visualize how the defendant entered the building. Pictometry is perfect when they have "Neighborhood Level" images of the area where a crime occurs. In a recent robbery case, a witness saw the robbery through her window on the side of her house. Pictometry was used to show the view from the store back to the window she was looking through and from the house to the store. In the above samples, the Solicitor's Office was fortunate that the areas they were working had views available from all four directions (Neighborhood Level).

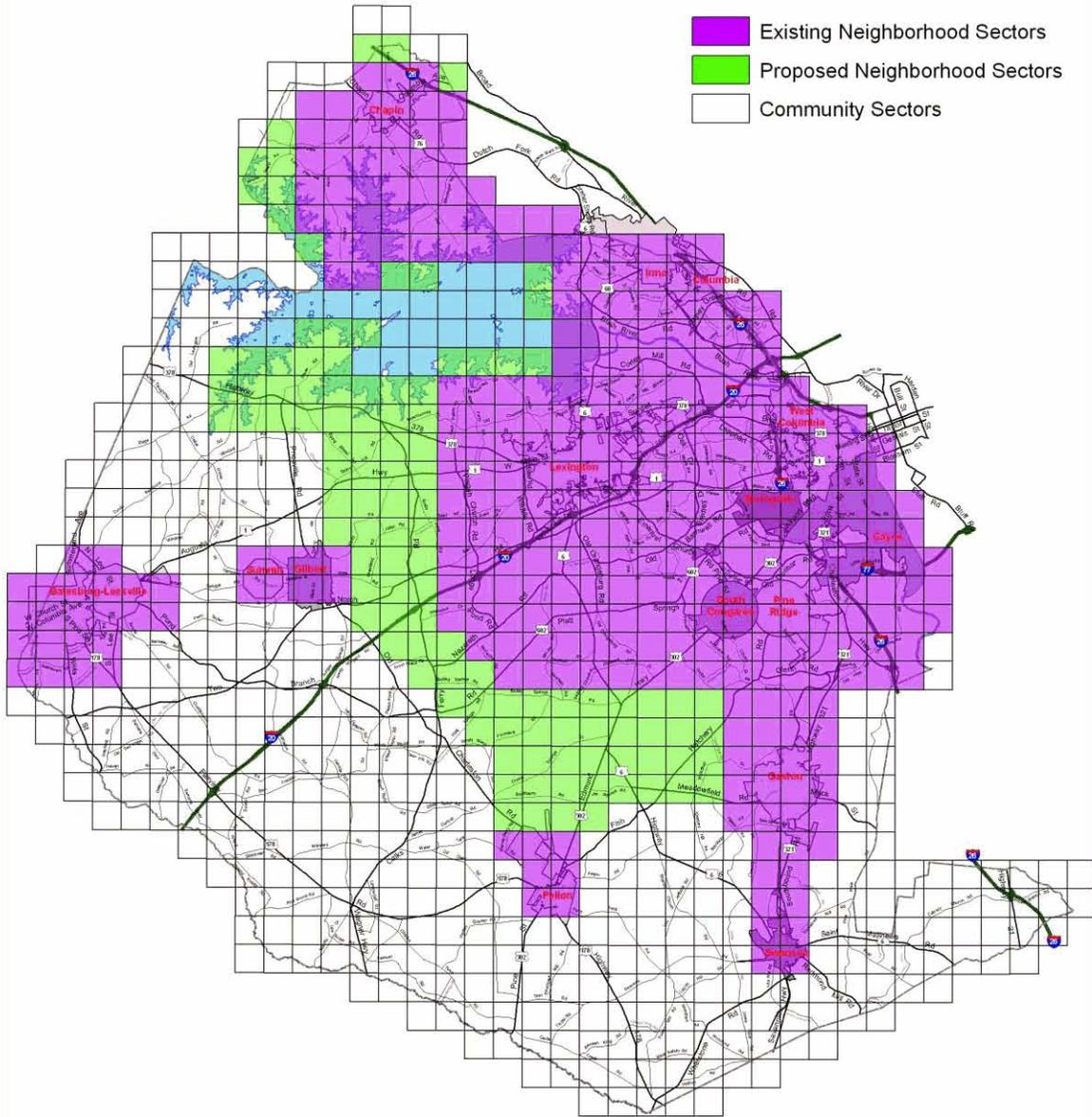
The Assessor's Office uses Pictometry on a daily basis to discover improvements that are not visible from the street. During the past 9½ months they have discovered residential as well as commercial improvements totaling approximately \$4 million. This is about \$100,000 a week. Pictometry is used with their Board of Appeals and is especially helpful with lakefront cases. This second flight will give them the opportunity to utilize the *Change Detection* software that will automatically help them identify many of the impossible-to-see improvements.

The Sheriff's Office use Pictometry in numerous ways. Code Enforcement uses Pictometry both to prosecute and to decide not to prosecute someone. It has allowed them an updated version of property as well as more finite views of code issues. It is also used to assist the narcotics officers with overlays and intel meetings – using it to indicate entry/exit points as well as area perimeter definition. They have used it by telephone in aid of searches for criminals and other law enforcement operations, giving them an overall view to dispatch manpower appropriately.

Planning and GIS personnel have used Pictometry for the many road updates and addressing assignments throughout the day in which the customer can now precisely show us where their new building is going.

Fire personnel use Pictometry both in preplanning responses to large buildings and to keep their hydrant information up to date. EMS uses Pictometry in evaluating how to improve the routing information and discovery of the sites. They also use these aerial images to communicate their findings with GIS to improve our data for future calls.

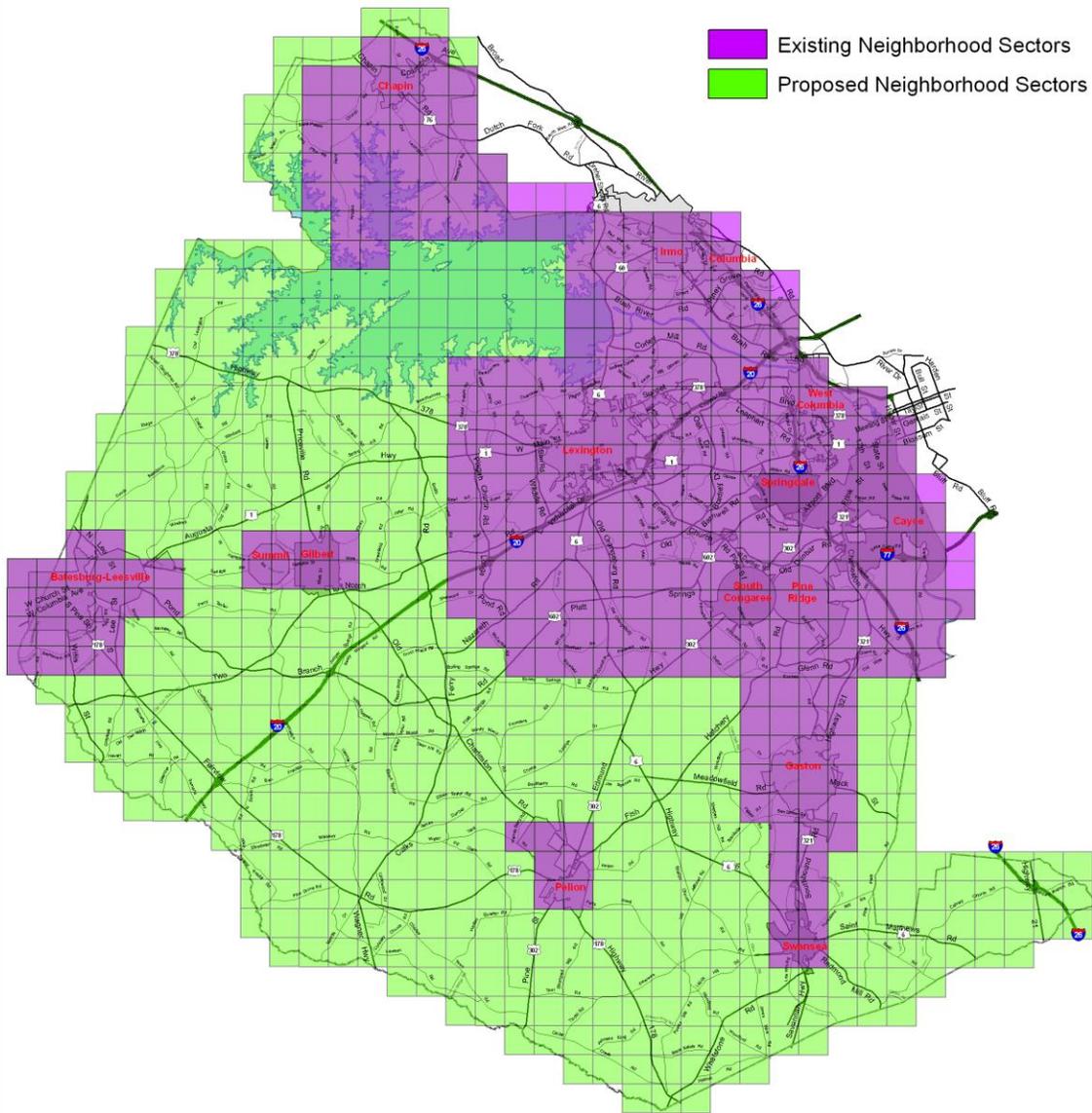
Pictometry Sectors Expansion Option # 2



Map Produced By Lexington County
Department of Planning & GIS 2007
View County Maps Online: www.lex-co.com
Link: GIS Property Mapping & Data Services



Pictometry Sectors Expansion Option # 1



Map Produced By Lexington County
Department of Planning & GIS 2007
View County Maps Online: www.lex-co.com
Link: GIS Property Mapping & Data Services





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: March 14, 2008

RE: Building Code Ordinance Updates

After further review of the updates to the Building Code Ordinance, a few minor changes have been made to the draft. For your reference, the updated sections are listed below and are highlighted in the text of the Ordinance:

- **Article 15 - Section 15.7**
- **Article 17 - Section 17.4**
- **Article 18 - Section 18.3**

You will also find attached, a copy of Chapter 14 - Article III of the County Code of Ordinances.

Building Code Ordinance

County of Lexington



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ARTICLE 1

Administration

Section 1.1 Title. These regulations shall be known as the Building Code Ordinance of Lexington County, hereinafter referred to as “this ordinance.”

Section 1.2 Scope. The provisions of the International Building Codes shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

1.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Section 1.3 Intent. The purpose of this ordinance is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

Section 1.4 Referenced Codes. The other codes listed in Sections 1.4.1 through 1.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this ordinance to the prescribed extent of each such reference.

1.4.1 Electrical. The provisions of the *National Electrical Code* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

1.4.2 Gas. The provisions of the *International Fuel Gas Code* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the

inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

1.4.3 Mechanical. The provisions of the *International Mechanical Code* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

1.4.4 Plumbing. The provisions of the *International Plumbing Code* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

1.4.5 Fire Prevention. The provisions of the *International Fire Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

1.4.6 Energy Conservation. The provisions of the *International Energy Code* shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water-heating, and illumination systems and equipment which will enable effective use of energy in new building construction. It is intended that these provisions provide flexibility to permit the use of innovative approaches and techniques to achieve effective utilization of energy.

ARTICLE 2

Applicability

Section 2.1 General. Where, in any specific case, different sections of the codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Section 2.2 Other Laws. The provisions of the ordinance shall not be deemed to nullify any provision of local, state or federal law.

Section 2.3 Application of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this ordinance.

Section 2.4 Referenced Codes and Standards. The codes and standards referenced shall be considered part of the requirements of this ordinance to the prescribed extent of each such reference.

Section 2.5 Partial Invalidity. In the event that any part of provision of this ordinance is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

Section 2.6 Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this ordinance.

ARTICLE 3

Division of Building Inspections and Safety

Section 3.1 Creation of Enforcement Agency. The Division of Building Inspections and Safety is hereby created and the official in charge thereof shall be known as the Building Official.

Section 3.2 Deputies. In accordance with prescribed procedures, the Building Official shall have the authority to appoint a Deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

ARTICLE 4

Duties and Powers of Building Official

Section 4.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this ordinance. The Building Official shall have the authority to render interpretations of the code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this ordinance. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this ordinance.

Section 4.2 Applications and Permits. The Building Official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this ordinance.

Section 4.3 Notices and Orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this ordinance.

Section 4.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon the unusual technical issues that arise.

Section 4.5 Identification. The Building Official or his designee shall carry proper identification when inspecting structures or premises in the performance of duties under this ordinance.

Section 4.6 Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this ordinance which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at a reasonable time to inspect or to perform the duties imposed by this ordinance, provided that if such structure or premises be occupied that

credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and have request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

Section 4.7 Division of Records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

Section 4.8 Liability. The Building Official, member of the Board of Appeals or employee charged with the enforcement of this ordinance, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this ordinance or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability of any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this ordinance shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this ordinance.

Section 4.9 Approved Materials and Equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

4.9.1 Used Materials and Equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

Section 4.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases upon application of the permit holder or permit holders, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health,

accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Division of Building Inspections and Safety.

Section 4.11 Alternative Materials, Design and Methods of Construction and Equipment. The provisions of this ordinance are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, and safety.

4.11.1 Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this ordinance, shall consist of valid research reports from approved sources.

ARTICLE 5

Permits

Section 5.1 Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

Section 5.2 Work Exempt from Permit. Exemptions from permit requirements of this ordinance shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 500 square feet.
2. Fences.
3. Retaining walls, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
4. Water tanks supported directly on grade.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Swimming pools accessory to a Group R-3 occupancy.
9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
10. Swings and other playground equipment.
11. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
12. Nonfixed and moveable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1753 mm) in height.

5.5.1 Repairs. Application or notice to the Building Official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any load bearing wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

5.5.2 Public Service Agents. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

Section 5.3 Application for Permit. To obtain a permit, the applicant shall first file an application in writing on a form furnished by the Division of Building Inspections and Safety for that purpose. Such application shall include:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 1.6.
5. State the valuation of the proposed work, if applicable.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

5.3.1 Action on Application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable.

5.3.2 Time Limitation of Application. An application for a permit for proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Section 5.4 Validity of Permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this ordinance or of any other ordinance. Permits presuming to give authority to violate or cancel the provisions of this ordinance or other ordinances shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this ordinance or of any other ordinance.

Section 5.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Section 5.6 Suspension or Revocation. The Building Official is authorized to suspend or revoke a permit issued under the provisions of this ordinance wherever the permit is issued on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

Section 5.7 Placement of Permit. Work requiring a building permit shall not be commenced until the permit holder or his agent shall have the building permit card in a conspicuous place on the front of the premises. The permit shall be protected from the weather and in such position as to allow inspection by various County officials. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy is issued by the Building Official.

Section 5.8 Flood Plain Areas. Any person, owner or authorized agent who intends to construct any building or structure, for which a building permit is required,

in a flood hazard areas shall first provide documented approval for such construction as issued by the Flood Plain Manager for the Department of Public Works.

Section 5.9 Zoning Permits are Required. Any person, owner, or authorized agent who intends to construct or alter any building or structure for which a building permit is required shall first provide a valid zoning permit from the Zoning Administrator of the jurisdiction where the construction or alteration is to be located.

Section 5.10 Water and Sewer Approval Required. When required by the Building Official, an applicant for a building permit must submit to the Building Official a certificate issued by the appropriate authority granting approval for water and sewer facilities.

ARTICLE 6

Construction Documents

Section 6.1 Submittal Documents. Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by statute. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this ordinance.

6.1.1 Information on Construction Documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

Section 6.2 Examination of Documents. The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

6.2.1 Approval of Construction Documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp as "*Reviewed for Permitting.*" One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

6.2.2 Previous Approvals. This ordinance shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 90 days after the effective date of this code and has not been abandoned.

6.2.3 Phased Approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been approved, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holders' own risk with the building operation and without assurance that a permit for the entire structure will be granted.

6.2.4 Deferred Submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

Section 6.3 Amended Construction Documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

ARTICLE 7

Temporary Structures and Uses

Section 7.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of services, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

Section 7.1 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

Section 7.3 Temporary Power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the *National Electrical Code*.

Section 7.4 Termination of Approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or used to be discontinued.

ARTICLE 8

Fees

Section 8.1 Payment of Fees. A permit shall not be valid until the fees prescribed have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

Section 8.2 Schedule of Fees. The schedule of fees and permits shall be established by Lexington County Council.

Section 8.3 No Charge Permit. At the discretion of the Building Official, he may waive the required permit fee on any community or charitable project for which all labor, materials and profit are donated. The Building Official shall notify the County Administrator in writing of all such projects.

Section 8.4 Refunds. The Building Official is authorized to refund permit fees provided the work authorized was not begun.

ARTICLE 9

Inspections

Section 9.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this ordinance or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this or of other ordinances shall not be valid. It shall be the duty of the permit applicant to cause the work or to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Section 9.2 Preliminary Inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and site for which an application has been filed.

Section 9.4 Inspection Agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

Section 9.5 Inspection Requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Section 9.6 Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this ordinance. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

ARTICLE 10

Certificate of Occupancy

Section 10.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provision of this ordinance or of other ordinances of Lexington County.

Section 10.2 Certificate Issued. After the Building Official inspects the building or structure and finds substantial compliance with the provisions of this ordinance and other laws that are enforced by the Division of Building Inspections and Safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the applicant.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of his ordinance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the Building Official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. Special stipulations and conditions of the building permit, if any.

Section 10.3 Temporary Occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

Section 10.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this ordinance wherever the certificate is issued on the basis of incorrect information supplied, or where it is determined that the

building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this ordinance.

ARTICLE 11

Service Utilities

Section 11.1 Connection of Service Utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this ordinance for which a permit is required, until released by the Building Official.

Section 11.2 Temporary Connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

Section 11.3 Authority to Disconnect Service Utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this ordinance and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

ARTICLE 12

Building Code Board of Appeals

Section 12.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this ordinance, there shall be and is hereby created a Board of Appeals. The board of appeals shall be appointed by County Council and shall hold office at its pleasure.

Section 12.2 Application for Variances or Appeals. A written application for a variance or an appeal shall be filed with the Building Official by the property owner or his designated agent or the aggrieved party. Copies of the application shall be transmitted to the members of the Board.

Section 12.3 Limitation on Authority. An application for appeal shall be based on a claim that the true intent of the ordinance or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this ordinance do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this ordinance.

Section 12.4 Qualifications. The Building Code Board of Appeals shall consist of nine (9) members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of Lexington County. The Board shall consist of at least one (1) architect, one (1) engineer, one (1) general contractor, one (1) residential builder, one (1) member at large, and one (1) member each from the building, electrical, mechanical, and plumbing industries. All members shall be residents of the County. All members shall be appointed by the County Council and serve without compensation. The Building Official shall be an ex officio member of said Board but shall have no vote on any matter before the Board.

Section 12.5 Terms. Members of the Board shall be appointed for four (4) year terms. The Board shall annually select members to serve as chairman and vice-chairman. The chairman and vice-chairman shall be selected at the meeting occurring in January.

Section 12.6 Rules and Proceedings with the Board. The Board shall adopt rules of procedure for conducting its business. A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

The Board may call upon any other agency of Lexington County or information in the performance of its duties and it shall be the duty of such other agency to render such information to the Board as may be reasonably required.

Section 12.7 Meetings of the Board. The Board shall meet at least once each month when there are appeals or applications for variances. Special meetings may be held at the call of the chairman provided that at least a 24-hour notice of such meeting is given to every member.

The presence of five (5) members shall create a quorum and motions shall pass or fail by majority of those members actually voting. Motions which receive an equal number for and against shall be deemed to fail. Only members in attendance at a meeting shall be eligible to vote on motions before the Board. Proxy votes shall not be used.

Section 12.8 Public Hearings. A public hearing shall be held by the board for all appeals and variances.

Section 12.9 Decisions. Every decision of the Board of Appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the Office of the Building Official, and shall be open to public inspection; a certified copy shall be sent by mail or otherwise to the appellant.

Section 12.10 Appeals of Decisions of the Board. Any appeal of a decision previously rendered by the Board shall be heard again in its entirety when in the opinion of the chairman new or different information warrants such a hearing. The chairman shall have sole authority to decide if the requested appeal is to be reheard. Any person, whether or not a previous party of the original appeal, shall have the right to apply to the appropriate court for a writ of certiorari or other injunctive relief. Such appeals shall be made in a manner and time as prescribed by law.

Section 12.11 Records. The Building Official shall designate a qualified staff member to serve as secretary to the Board who shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.

ARTICLE 13

Violations

Section 13.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, move, demolish or occupy any building, structure or equipment regulated by this ordinance, or cause same to be done, in conflict with or in violation of any of the provisions of this ordinance.

Section 13.2 Penalties for Violation. Violation of the provision of this ordinance or failure to comply with any of its requirements shall constitute a misdemeanor. Any person, firm, or corporation who violates this ordinance or fails to comply with any of its requirements shall, upon convictions thereof, be fined not more than the maximum allowable penalty jurisdiction of the Magistrate's Court. Each day such violation continues shall be considered a separate offense. The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties here in provided.

The Building Official or other appropriate county official may also seek injunctive relief or any other appropriate action in courts of competent jurisdiction to enforce the provisions of this ordinance.

ARTICLE 14

Stop Work Order

Section 14.1 Authority. Whenever the Building Official finds any work regulated by this ordinance being performed in a manner either contrary to the provisions of this ordinance or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

Section 14.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

Section 14.3 Unlawful Continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in this ordinance.

ARTICLE 15

Unsafe Structures and Equipment

Section 15.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

Section 15.2 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

Section 15.3 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time.

Section 15.4 Method of Service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by law. If the certified or registered letter is returned showing that letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

Section 15.5 Restoration. The structure or equipment determined to be unsafe by the Building Official is permitted to be restored to a safe condition to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with this ordinance.

Section 15.6 Failure to Comply. If the owner fails to comply with the order to repair, alter, or improve or to remove and demolish, they shall be in violation of this ordinance and subject to such penalty as outlined in Section 13.2.

Section 15.7 Removal or Demolition. If the owner of an unsafe structure fails to comply with the order to remove or demolish the dwelling, building, or other structure, the Building Official, or other authorized representatives, may cause such dwelling or building or other structure to be removed or demolished, as outlined in Chapter 14 – Article III of the County Code of Ordinances.

~~The amount of the cost of such removal or demolition shall be a lien against the real property placed and collected through appropriate judicial process.~~

ARTICLE 16

Electrical Inspections and Testing

Section 16.1 General. The Building Official, upon notification, shall make the inspections set forth in this section.

Section 16.2 Concealed Work. Work shall remain accessible and exposed for inspection purposes until approved. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Wherever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the Building Official shall have the authority to require that such work be exposed for inspection. Neither the Building Official nor Lexington County shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Section 16.3 Underground. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conductors installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the raceway, cable or conductors, or where corrosive action will occur, protection shall be provided in the form of granular or selected materials, approved running boards, sleeves or other means.

Section 16.4 Rough-In. Rough-in inspection shall be made after the roof, framing, fireblocking and bracing are in place and all wiring and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes.

Section 16.5 Other Inspections. In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provision of this ordinance, which is enforced by this Division.

Section 16.6 Final Inspection. The final inspection shall be made after all work required by the permit is complete.

ARTICLE 17

Plumbing Inspections and Testing

Section 17.1 Required Inspections and Testing. The Building Official, upon notification from the permit holder or the permit holder's agent, shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or agent of any violations that must be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before any backfill is put in place.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, firestopping, draftstopping, and bracing is in place and all sanitary, storm and water distribution piping is roughed-in, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Section 17.2 Special Inspections. Special inspections of alternative engineered design plumbing systems shall be conducted in accordance with Sections 17.2.1 and 17.2.2.

17.2.1 Periodic Inspection. The registered design professional or designated inspector shall periodically inspect and observe the alternative engineered design to determine that the installation is in accordance with the approved construction documents. All discrepancies shall be brought to the immediate attention of the plumbing contractor for correction. Records shall be kept of all inspections.

17.2.2 Written Report. The registered design professional shall submit a final report in writing to the Building Official upon completion of the installation, certifying that the alternative engineered design conforms to the approved construction documents. A notice of approval for the plumbing system shall not be issued until a written certification has been submitted.

Section 17.3 Testing. Plumbing work and systems shall be tested as required in the International Plumbing Code.

17.3.1 New, Altered, Extended, or Repaired Systems. New plumbing systems and part of existing systems that have been altered, extended or repaired shall be tested as prescribed herein to disclose leaks and defects, except that testing is not required in the following cases:

1. In any case that does not include addition to, replacement, alteration or relocation of any water supply, drainage, or vent piping.
2. In any case where plumbing equipment is set up temporarily for exhibition purposes.

17.3.2 Reinspection and Testing. Where any work or installation does not pass any initial test or inspection, the necessary corrections shall be made to comply with this ordinance. The work or installation shall then be resubmitted to the code official for inspection and testing.

Section 17.4 Approval. After the prescribed tests and inspections indicate that the work substantially complies in all respects with this code, a notice of approval shall be issued by the Building Official.

ARTICLE 18

Mechanical and Fuel Gas Inspections and Testing

Section 18.1 Required Inspections and Testing. The Building Official, upon notification from the permit holder or the permit holder's agent, shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or agent of any violations that must be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. When excavated soil contains rocks, broken concrete, frozen chunks, and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, and bracing are in place and all ducting and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made upon completion of the mechanical system.

Exception: Ground-source heat pump loop systems shall be permitted to be backfilled prior to inspection.

The requirements of this section shall not be considered to prohibit the operation of any heating equipment or appliances installed to replace existing mechanical systems serving an occupied portion of a structure provided that a request for inspection of such mechanical systems has been filed with the Division not more than 48 hours after such replacement work is completed and before any portion of such mechanical system is concealed by any permanent portion of the structure.

Section 18.2 Testing. Mechanical systems shall be tested as required in the International Mechanical and Fuel Gas Codes. Test shall be made by the permit holder and observed by the Building Official.

18.2.1 New, Altered, Extended, or Repaired Systems. New mechanical systems and part of existing systems, which have been altered, or extended, shall be tested as prescribed herein to disclose leaks and defects.

18.2.2 Apparatus, Material, and Labor for Tests. Apparatus, material, and labor required for testing a mechanical system or part thereof shall be furnished by the permit holder.

18.2.3 Reinspection and Testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this ordinance. The work or installation shall then be resubmitted to the Building Official for inspection and testing.

Section 18.3 Approval. After the prescribed tests and inspections indicate that the work substantially complies in all respects with this ordinance, a notice of approval shall be issued by the Building Official.

Section 18.4 Temporary Connection. The Building Official shall have the authority to authorize the temporary connection of a mechanical system to the sources of energy for the purpose of testing mechanical systems or for use under a temporary certificate of occupancy.

ARTICLE 19

Fire Code Inspections

Section 19.1 General. The Building Official shall appoint a fire code official authorized to enforce the provision of this ordinance and shall have the authority to render interpretations of the fire code and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this ordinance and shall not have the effect of waiving requirements specifically provided for in the fire code.

Section 19.2 Inspection Authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with and for the purpose of enforcing this ordinance.

Section 19.3 Inspections. The fire code official is authorized to conduct such inspections as are deemed necessary to determine the extent of compliance with the provisions of this ordinance and to approve reports of inspection by approved agencies or individuals. All reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such approved agency or by the responsible individual.

Section 19.4 Chapter One of the Fire Code. The requirements in Chapter One of the International Fire Code shall be included in this ordinance whose purpose is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazard of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations. Where differences occur between provisions in Chapter One of the International Fire Code and this ordinance, the provisions of this ordinance shall apply.

ARTICLE 20

Manufactured Homes

Section 20.1 Manufactured Home Inspections. One inspection will be performed by Lexington County. The inspection is to be scheduled after the manufactured home has been placed on site and connected to a septic tank or sewer system, all electrical work and mechanical appurtenances are completed and ready to be energized by the utility supplier, a current Lexington County Mobile Home Tax Sticker has been displayed, the address has been appropriately posted, and all provision of this article have been completed. If all items are approved, a utility release will be forwarded to the utility supplier.

Section 20.2 Steps, Landings, and Railings. Manufactured homes shall be equipped with steps, landings, and railings as prescribed in the International Residential Code.

Section 20.3 Foundations, Anchoring Systems, and Tiedowns. Manufactured homes must be installed per the manufacturer's installation instruction. Used homes, without manufacturer's installation instructions, are to be installed per the Manufacturer Housing Board Regulations as promulgated by the South Carolina Department of Labor, Licensing and Regulation.

Section 20.4 Underpinning. Manufactured homes must be underpinned with masonry, mobile home skirting, or other material approved by the Building Official. Underpinning shall be installed in accordance with the installation specifications and instructions of the particular manufactured home, or the specifications and instructions of the mobile home skirting manufacturer, or the applicable section of the International Building Code for the material involved.

Access to and ventilation of these enclosed under floor areas shall be in accordance with the specifications of the manufactured home. If such specifications are not obtainable, the requirements of the International Residential Code shall be followed.

Section 20.5 Date of Construction. Manufactured homes manufactured before June 15, 1976 shall not be considered in compliance with the minimum construction standards established by this ordinance. Such homes may not be established as new residences with existing homes allowed to continue to be occupied at their current location only.

Section 20.6 Derelict Mobile Homes. No owner of real property shall maintain, store, collect or allow to remain, any derelict mobile home on their property. For the purposes of this section, a derelict mobile home shall be defined by Section 6-1-150 of the South Carolina Code of Laws.

Section 20.7 Manufactured Home Retail Dealers. This section shall not apply to any sales lot of a manufactured home retail dealer currently licensed through the South Carolina Manufactured Housing Board.

ARTICLE III. UNSAFE BUILDINGS**Sec. 14-71. Authority.**

Whenever the building official or his designated representative finds that there exist in the county dwellings or buildings which are unfit for human habitation and/or other use due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or other conditions rendering such dwellings or buildings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of Lexington County, the building official or his designated representative(s) may, upon the approval of a majority of the members of council, exercise the county's police powers to repair, close or demolish any such dwelling or building.

(Ord. No. 98-12, 11-10-98)

Sec. 14-72. Filing of complaint and investigation.

Whenever a complaint or petition is filed with the building official, or his designated representative(s), by any one of the administrative heads of the county departments which routinely deal with areas relevant to this statute, or by at least five residents or property owners of the county who have some portion of their property within 2,000 feet of some portion of the property upon which the dwelling or building or other structure is located, charging that any dwelling or building or other structure is unfit for human habitation, or whenever it appears to the building official (on his own motion) that any dwelling or building or other structure is unfit for human habitation, the building official shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and all parties in interest in such dwelling or building or other structure, a complaint and notice in letter form (return receipt requested) stating the charges in that respect and that a hearing will be held before the building official or his designated representative(s) not less than ten calendar days nor more than 30 calendar days after the service of such complaint or letter, that the owner and parties in interest shall be given the right to file an answer to the complaint in letter form and to appear in person or otherwise and give testimony at the place and time fixed in the complaint, and that the rules of evidence prevailing in the courts of law or equity shall not be controlling in such hearings.

(Ord. No. 98-12, 11-10-98)

Sec. 14-73. Notice to owner and necessary action by owner.

If, after such notice and hearing, the building official or his designated representative(s) determines that a dwelling or building or other structure under consideration is unfit for human habitation, it shall be stated in writing, such writing to include the findings of fact in support of such determination, and this writing shall be issued and caused to be served upon the owner of such property together with or in the form of a notice.

(1) If the repair, alteration or improvement of the dwelling or building or other structure can be made at a reasonable cost in relation to the value of the dwelling or building or other structure, the owner shall be required within the time specified in such order, to repair, alter or improve such dwelling or building or other structure to render it fit for human habitation; or

(2) If the repair, alteration or improvement of the dwelling or building or other structure cannot be made at a reasonable cost in relation to the value of the dwelling or building or

other structure, the owner shall be required, within the time specified in the order, to remove or demolish such dwelling or building.

(Ord. No. 98-12, 11-10-98)

Sec. 14-74. Failure to comply.

If the owner fails to comply with the order to repair, alter or improve or remove and demolish, the building official, or his designated representative(s), may cause such dwelling or building or other structure to be repaired, altered or improved, or removed or demolished.

(Ord. No. 98-12, 11-10-98)

Sec. 14-75. Removal or demolition.

If such owner fails to comply with the order to remove or demolish the dwelling or building or other structure, the building official, or other authorized representative, may cause such dwelling or building or other structure to be removed or demolished.

(Ord. No. 98-12, 11-10-98)

Sec. 14-76. Costs.

The amount of the cost of such repairs, alterations or improvements, or removal or demolition by the county shall be a lien against the real property placed and collected through appropriate judicial process.

(Ord. No. 98-12, 11-10-98)

Sec. 14-77. Unfitness.

A dwelling or building or other structure is unfit for human habitation if conditions exist in such dwelling or building or other structure which are dangerous or injurious to health or safety of the occupants of such dwelling, building or other structure, the occupants of neighboring dwellings or building or other structures, or other residents of the county. Such conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accidents, or other calamities, lack of adequate ventilation, light or sanitary facilities, dilapidation, disrepair, structural defects, uncleanliness, and any other conditions in a reasonable way relating to unfitness for human habitation as previously set forth.

(Ord. No. 98-12, 11-10-98)

Sec. 14-78. Service of complaint.

Complaints by letter or orders hereunder shall be delivered to an/or served upon such persons either personally or by registered mail (return receipt requested), but if the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the building official or his designated representative(s) shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing it once each week for two consecutive weeks in a newspaper printed and published in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A

copy of such complaint or order shall also be filed with the county clerk of court, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(Ord. No. 98-12, 11-10-98)

Sec. 14-79. Rights of persons affected by orders.

Any person affected by an order issued by the building official or his designated representative (s), may within 60 days after the posting and service of the order, petition the circuit court for an injunction restraining the building official or his designated representative(s) from carrying out the provisions of the order, and the court may, upon such petition, issue a temporary injunction restraining the public officer pending the final disposition of the cause. Hearings shall be had by the court on such petitions within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar as authorized by S.C. Code 1976, § 31-15-370, as amended. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the public officer as to the facts, if supported by evidence, shall be conclusive. Costs shall be at the discretion of the court. The remedies herein provided shall be exclusive remedies, and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the building official or his designated representative(s) or because of compliance by such person with any order of the public officer.

(Ord. No. 98-12, 11-10-98)

Sec. 14-80. Powers and duties.

The building official, or his designated representative(s), may exercise such powers and duties as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to others herein granted.

- (1) To investigate the dwelling or building or other structure conditions in the county in order to determine which dwellings or buildings or other structures therein are unfit for human habitation;
- (2) To administer oaths and affirmations, examine witnesses and receive evidence;
- (3) To enter upon premises for the purposes of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and fix the duties of such officers, agents, and employees as he deems necessary to carry out the purposes of the ordinance; and
- (5) To delegate any of his functions and powers under this article to such officers and agents as he may choose.

(Ord. No. 98-12, 11-10-98)

Sec. 14-81. Proceeds of sale of materials.

If a dwelling or building or other structure is removed or demolished by the building official, he shall sell the materials of such dwelling or building other structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited with the county clerk of court by the building official and shall be secured in such manner as may be directed

by such clerk of court and shall be disbursed by such clerk of court to the persons found to be entitled thereto by a final order or decree of such court.

(Ord. No. 98-12, 11-10-98)

Secs. 14-82--14-110. Reserved.



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: March 14, 2008

RE: FY 2008-09 Projects - HOME Investment Partnerships (HOME) Program

As part of the requirements for the HOME Investment Partnerships Program (HOME), the County must identify HOME projects and present them to HUD in its annual Action Plan, along with projects to be funded through the Community Development Block Grant Program (CDBG). We must also advertise our Action Plan for a 30-day public comment period and conduct a public hearing.

We have identified various projects to be funded through the County's FY 2008-09 HOME Program allocation. We request County Council's approval of the proposed projects so that we may proceed with finalizing our annual Action Plan, which is due to HUD by May 15, 2008. The proposed HOME projects are:

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDO) - \$200,000

At least 15% of the County's HOME funds must be set aside for organizations which are designated by the County of Lexington as Community Housing Development Organizations (CHDO). Funding allocated for CHDOs may be used for eligible development activities that promote affordable housing activities that are owned, developed, or sponsored by CHDOs. As the County of Lexington enters the development stages of the HOME Program, criteria will be established to certify CHDOs to assist the Community Development Department in accomplishing the goals and objectives of the HOME Program. Staff will seek and meet with non-profit organizations desiring to become certified as a County CHDO.

HOMEOWNERSHIP ASSISTANCE PROGRAM - \$150,090

The Homeownership Assistance Program will provide downpayment assistance and/or closing cost assistance to low and moderate income first-time homebuyers. Qualifying homebuyers must be employed or must provide income documentation in the form of disability benefits, Social Security benefits, and/or other retirement benefits. Additionally, all qualifying homebuyers must participate in pre-purchase counseling established by the Lexington County HOME Program. The amount of assistance provided will typically not exceed \$5,000 per

single family dwelling unit. Program guidelines will be structured to allow limited assistance above the \$5,000 limit in certain circumstances. Recapture provisions will be enacted through deferred forgivable loans. Funds will be used to assist approximately 20 first-time homebuyers. Funding for the project will be provided through the County's total ADDI allocation, in the amount of \$5,090, and HOME allocation, in the amount of \$145,000. The specific guidelines of the Homeownership Assistance Program will be developed by HOME Program staff.

HOUSING REHABILITATION PROGRAM - \$200,000

This project will assist low and moderate income, disabled, and/or elderly homeowners with qualifying repairs to their primary residence. Funds will be used to assist approximately eight (8) homeowners with significant repair needs. Dependent upon the types and costs of repairs requested, additional eligible homeowners may be assisted through the program. Program guidelines will be structured to allow maximum repair amounts for each home typically not to exceed \$20,000, with limited assistance above \$20,000 in certain circumstances. Funds will also be used for inspection/estimate services, lead-based paint testing and clearance, and for relocation and storage costs during rehabilitation. Guidelines for grants, forgivable deferred payment loans, below-market rate loans, and/or liens will be included in the specific program policies and procedures. The full guidelines for the Housing Rehabilitation Program will be developed by HOME Program staff.

NEW CONSTRUCTION - \$100,000

Through this project, funds will be provided to the Central South Carolina Habitat for Humanity to acquire five (5) lots in Lexington County. The lots will be used to construct five (5) affordable single-family housing units. HOME funds will also be used to provide water/sewer or well/septic tank connections for the new homes. The homes will be owned by low and moderate income persons. The project will have approximately \$275,000 in additional funding from non-federal sources (Sponsors - \$162,500, Habitat ReStore funds - \$55,000, and State Housing Trust Fund Grants - \$57,500). All non-federal funding for the project, excluding the State Housing Trust Fund grant, will be used as required match for the County's HOME Program. Recapture provisions will be enforced to maintain the required HOME affordability period.

HOUSING COUNSELING AND EDUCATION - \$30,000

Housing Counseling and Education will be provided to qualifying homebuyers and to other low and moderate income persons participating in the homeownership assistance program, housing rehabilitation program, and/or other home ownership programs. Funds will also be used to create and distribute materials related to housing counseling and education. Counseling and education services will be provided through a qualified outside agency or consultant. The schedule for the training program will be coordinated by HOME Program staff.



COUNTY OF LEXINGTON

HUMAN RESOURCES DEPARTMENT

Inter-Office Memorandum

212 South Lake Drive
Suite 604
Lexington, SC 29072
Telephone: 803-785-8225
Fax: 803-785-8379

To: Katherine Hubbard, County Administrator
From: Lori Adler, Human Resources Director
Date: March 20, 2008
Subject: Wellness Program

Healthcare costs are continuously rising; organizations need to be fiscally responsible and put forth efforts to manage healthcare costs proactively and look for options instead of passing on the increases to the employees. Employer involvement in helping to manage the health of its workforce has been rapidly gaining momentum. The County has participated in the movement and developed a wellness program.

Over the years, the County has added different facets to the Wellness Program. The Annual Health Screening is offered to all employees by Lexington Medical Center to reduce the cost at the time the employee has their annual physical. The County's Third Party Administrator, PAI, has introduced three programs to manage health with Managing for Tomorrow, which deals with chronic illnesses and self-management skills; Maternity Care programs helps expectant mothers make healthier lifestyle choices during pregnancy; and Complex Care, which helps patients with serious primary diagnoses; such as cancer to coordinate with a specialist, personal concerns and financial worries.

In the last 18-months, the Human Resources Department has launched a number of wellness initiatives beginning with the 12-Days of Health and Fitness, Great Weight Challenge, Walking Challenge, weekly weigh-ins, formed a Wellness Committee, health risk appraisals with annual Health Screenings, and the Heart Walk.

Going forward, the initiatives of Human Resources would be to embark on enhancing the Wellness Committee and to participate with multiple walks per year and organize off-duty activities; such as group hiking, biking or canoeing and to introduce a hands on fitness/nutrition wellness program. Human Resources would like to place a greater emphasis on educating employees as to the reasons to make positive changes and about how they can help improve their health and reduce the cost of their health plans. Finance and Human Resources will explore slight changes to the plan design as an effort to continue to offer an excellent benefit package at a reasonable cost.

The Human Resources Department has committed to the objectives; to reduce healthcare costs and maintain a Workers' Compensation E-MOD of 1.0, and to ensure the department is in-line with the County's Strategic Plan and Goal #3, provide innovative financial management. In the past 18-months, progress has been made to reduce repeat Workers' Compensation injuries by indentifying the root cause.

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.

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.



INTEROFFICE MEMORANDUM- ANIMAL SERVICES

TO: COUNTY COUNCIL
THROUGH: JOE MERGO III, DEPUTY COUNTY ADMINISTRATOR
FROM: CHRIS FOLSOM, ANIMAL SERVICES COORDINATOR
SUBJECT: APPOINTMENT OF CODE ENFORCEMENT OFFICER (ANIMAL SERVICES)
DATE: 3/20/2008
CC: FILE

Mr. Dale Tipper began his employment with the County of Lexington on February 19, 2008 in the position of Animal Control Officer. I respectfully request Mr. Tipper, being duly qualified, be appointed as a Lexington County Code Enforcement Officer.

MISSION STATEMENT:

PROVIDE QUALITY SERVICES TO OUR CITIZENS AT A REASONABLE COST.

VISION STATEMENT:

PLANNED GROWTH FOR OUR COMMUNITIES WITH ABUNDANT OPPORTUNITIES FOR ALL, IN A QUALITY



County of Lexington
Department of Public Safety

FIRE SERVICE DIVISION



MEMORANDUM

March 5, 2008

TO: Adam Dubose
Grants Coordinator

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

RE: Assistant to Firefighters Grant

The U. S. Department of Homeland Security is accepting applications for the Assistant to Firefighters Grant (See Attached). The goal of this grant is to assist fire departments obtain critically needed equipment to better protect the public and more adequately respond to emergencies.

The grant provides for the purchase of fire fighting equipment as well as fire fighting apparatus. The application period is March 3, 2008 to April 4, 2008. The grant provides for 80% of the funding and requires a 20% match.

If approved, the grant request will be submitted for the funding to purchase of a pumper equipped with a compressed air foam system. This vehicle provides capability to be more efficient and effective in the suppression of structure and wildland fires. It would be placed at the Sharpes Hill Fire Station, which protects an area with a tremendous amount of urban and wildland interface including a large number of manufactured homes. The grant match is included in the FY 08 – 09 Budget request.

	<u>Grant</u>	<u>Included in FY 08-09 Budget</u>
Pumper Cost	\$334,400	\$83,600
Insurance		\$ 1,146
Fuel		\$ 3,000
Total	\$334,400	\$87,746

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

**COUNTY OF LEXINGTON
OPERATIONS & FIREFIGHTER SAFETY EQUIPMENT
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	Received Thru Dec 2007-08	Amended Budget Thru Dec 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Recommend 2008-09
*FEMA - Operations & Firefighters Safety Equipment 2478:							
Revenues:							
457000	Federal Grant Income	0	0	0	0	334,400	_____
801000	Op Trn from General Fund/FS	175,295	0	0	0	83,600	_____
** Total Revenue		<u>175,295</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>418,000</u>	
***Total Appropriation					0	418,000	
FUND BALANCE							
Beginning of Year							
					0	0	_____
FUND BALANCE - Projected							
End of Year							
					0	0	=====
Grant Matches:							
Federal - 80% / Cty - 20%							

Fund: 2478
Division: Public Safety
Organization: 131500 Fire Service

							BUDGET
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (Dec)	2007-08 Amended (Dec)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	_____	
Operating Expenses							
* Total Operating		0	0	0	0	_____	
** Total Personnel & Operating		0	0	0	0	_____	
Capital							
540010	Minor Software	0	0	0	0	_____	
	(1) Pumper w/Compresed Air Foam System		0	0	418,000	_____	
** Total Capital		0	0	0	418,000	_____	
*** Total Budget Appropriation		0	0	0	418,000	_____	

SECTION V.C. – CAPITAL LINE ITEM NARRATIVES

PUMPER with CAFS

\$ 418,000

The Fire Service opened the new Sharpe's Hill Fire Station in late February, 2007. The budget for this fire station did not allow for the purchase of a new pumper. When the fire station opened, it was staffed with a reserve pumper this is over 15 years of age. The anticipated life expectancy for a first line pumper is 12-15 years. The Fire Service would like to replace the current pumper with a pumper equipped with a compressed air foam system (CAFS). CAFS pumpers have the capability to be much more efficient and effective in suppression of both structure and wildland fires. The CAFS systems use a foam-to-air and water ratio that extinguishes fire quicker with less water usage. This ability would be a tremendous asset in the Sharpe's Hill area because of the large amount of wildland urban interfaces along with the large number of manufactured homes, and the types of ground fuels. A CAFS pumper would increase firefighter safety when extinguishing the type of fires experienced in that area. This would be the first CAFS pumper in the Fire Service.

Cost of the CAFS pumper is \$418,000. The Fire Service is applying for a FEMA Assistance to Firefighter Grant which, if successful, would provide for 80% of this project (\$334,400, and would require a 20% match (\$83,600) which will be funded from this account.



Official Site for the Assistance to Firefighters Grant Program

Home | Conta

2008 Assistance to Firefighters Grant Workshops

Applicant workshops are now being conducted throughout the United States by AFG regional staff. Registration is NOT necessary. Workshop presentation now available.

[VIEW REGIONAL SCHEDULES](#)

WELCOME TO THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

A program of the Federal Emergency Management Agency (FEMA), grants are awarded to fire departments to enhance their protect the public and fire service personnel from fire and related hazards. Three types of grants are available: Assistance to Grant (AFG), Fire Prevention and Safety (FP&S), and Staffing for Adequate Fire and Emergency Response (SAFER). This V provides a description of the three types of grants available and offers resources to help fire departments prepare and submit requests.

GRANT OPPORTUNITIES

Assistance to Firefighters Grant (AFG) "Fire Grants"

Staffing for Adequate Fire and Emergency Response Grants (SAFER)

Fire Prevention and Safety Grants (FP&S)

Application period: March 3, 2008 to April 4, 2008

Application Period Now Open
March 3, 2008 to April 4, 2008 (5 p.m. EDT)

The primary goal of the **Assistance to Firefighters Grants (AFG)** is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical services organizations.

[AFG Grants Home](#)

[Apply Now](#)

Important AFG Grants Information

[Program Guidance](#) | [Applicant Tutorial](#) | [Grant FAQs](#) | [Workshops](#)

Help Desk: 1-866-274-0960 or firegrants@dhs.gov

PROGRAM INFO

[Program Overview](#)
[Press Releases](#)
[Program Documents](#)
[Program FAQs](#)
[Grant Management T](#)
[Fire Service Resource](#)
[Glossary of Terms](#)

QUICK LINKS

[AFG Home](#)
[FP&S Home](#)
[SAFER Home](#)
Awards: [AFG](#) | [FP&S](#)
FAQs: [AFG](#) | [FP&S](#)

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news about the Assis
Firefighters Grant Pr

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2008 Assistance to Firefighters Grants

APPLICANT TUTORIAL

A comprehensive view of the AFG Grants, application process and other helpful information.

[Click Here](#)

ANNOUNCEMENTS

Department of Homeland Security Announces Application Period for FY 2008 Assistance to Firefighters Grants

The Department of Homeland Security's Grant Programs Directorate will begin accepting applications for the Fiscal Year (FY) 2008 Assistance to Firefighters Grants (AFG) beginning March 3, 2008, at 8:00 a.m. Eastern Daylight Time (EDT) with the deadline for receipt of the applications no later than April 4, 2008, at 5:00 p.m. EDT. The AFG, which will be distributed in phases throughout FY 2007, will ultimately award approximately \$500 million.

The website contains important information about the AFG including the [FY 2008 funding priorities and program guidance](#), a [web-based tutorial](#) on the application process, a listing of [frequently asked questions](#) and [other materials](#). Fire departments that have questions regarding this grant opportunity should contact the Help Desk at 1-866-274-0960 or email to firegrants@dhs.gov. During the application period, Help Desk hours will be from 8:00 a.m. to 8:00 p.m., Monday through Friday, and on Saturdays from 8:00 a.m. to 4:30 p.m. EDT. Additional Help Desk hours may be added if demand is high.

Eligible applicants for the FY 2008 AFG are limited to fire departments and nonaffiliated emergency medical service (EMS) organizations operating within the 50 United States, the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa and the Commonwealth of the Northern Mariana Islands.

Interested applicants may submit two separate applications for consideration under each of the following two program areas:

- **Operations and Safety Program Area:** Eligible activities for fire departments and nonaffiliated EMS organizations are limited to training, equipment, personal protective equipment, wellness and fitness, and modifications to facilities.
- **Vehicle Acquisition Program Area:** Eligible apparatus available to fire departments under this program area include, but are not limited to, pumpers, brush trucks, tankers/tenders, rescue vehicles, ambulances, quints, aerials, foam units, and fireboats.

The FY 2008 AFG will also allow eligible applicants to submit an additional application for a regional project through which multiple organizations, serving more than one local jurisdiction, may benefit directly from the activities implemented with the grant funds.

Updated: February 29, 2008

NEED HELP?

Contact the Assistance to Firefighters Grant Program Help Desk with any questions or comments:

1-866-274-0960
firegrants@dhs.gov

Need to locate a regional Assistance to Firefighters Grant Program Representative?
[AFG Regional Contacts](#)

SUBMIT YOUR SUCCESS

Do you have an AFG FP&S Grant success story you want to hear from you?

[Submit Your Success Story](#)

LATEST UPDATES

RSS

March 7, 2008

[Round 31 of the FY 2007 AFG Awards](#)

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) announced today the thirty-first round of Fiscal Year (FY) 2007 Assistance to Firefighters Grants, awarding 25 grants totaling over \$3 million to fire departments throughout the United States.

March 7, 2008

[Awards for the 2007 Staffing for Adequate Fire and Emergency Response \(SAFER\) Grant Announced](#)

The Federal Emergency Management Agency today announced awards for the Fiscal Year 2007 Staffing for Adequate Fire and Emergency Response Grant (SAFER) awarding 14 grants to fire departments in the United States.

February 29, 2008

[Program Guidance for FY 2008 AFG Grants Released](#)

The Federal Emergency Management Agency today released the Program Guidance for the FY 2008 Assistance to Firefighters Grants. All applicants are strongly encouraged to read this important document prior to submitting an application.

February 5, 2008

[AFG Issues its Schedule of FY2008 Applicant Workshops](#)

The AFG program office has released its initial schedule of approximately 300 applicant workshops for its Fiscal Year 2008 AFG program. Registration for workshops is NOT necessary and are all conducted free of charge.

AFG JOURNAL

February 2008

Vehicle Manufacturing Delays

The AFG Program Office has recently received a number of inquiries from vehicle grantees regarding the current policy/position regarding delays in delivery of apparatus, its impact on the grant's period of performance, and the issuance of amendments to accommodate manufacturing delays. [Read More..](#)

SUCCESS STORIES

View Success Stories: [AFG Stories](#) | [FP&S Stories](#)

Featured Story

[Berkeley Fire Department](#)

Berkeley, California

Fire Prevention and Safety Grants (FP&S)

The Berkeley Hills area of California is also known as the "hazardous hills" because its hot, dry climate and vegetation puts it at high risk of wildfires. To reduce the risk of wildfire, the Berkeley Fire Department applied for and received a 2003 Fire Prevention and Safety grant, which funded a number of fire prevention activities.



Photo courtesy of the Berkeley Fire Department

[Home](#) | [AFG Program Information](#) | [AFG Grants](#) | [SAFER Grants](#) | [FP&S Grants](#) | [Site Map](#) | [Newsletter](#) | [Contact Us](#)

This Web site is presented by the Grant Programs Directorate of the Federal Emergency Management Agency in cooperation with the U.S. Administration.

DHS/FEMA/Grant Programs Directorate
Assistance to Firefighters Grant Program
Tech World Bldg - South Tower 5th Floor
500 C Street, SW
Washington, DC 20472
Phone: 1-866-274-0960 (Help Desk) | E-mail: firegrants@dhs.gov

Last updated: March 7, 2008




2008 Assistance to Firefighters Grant
APPLICANT TUTORIAL

◀ Previous Page Next Page ▶

Section I: Program Guidance: **Grantee Responsibilities**

2008 Cost Share Matching Fund Requirements Based on the Population for the Jurisdiction

A grantee is required to match a percentage of the Federal grant funding that it requests. For 2008, the amount of the match required is based on the population size of the community the applicant serves. The next two screens provide examples.

The local match must be in cash. In-kind contributions or services are not eligible to be used for the match.



Population Size	Percent of Grant that Applicant Must Match
More than 50,000	20%
Between 20,000 and 50,000	10%
Less than 20,000	5%



For more information on this topic, please view Appendix 6 of the [Program Guidance](#).

Appendix 6. Grantee Responsibilities

AFG award recipients (grantees) must agree to:

(1) Perform, within the designated period of performance, all tasks (scope of work) as outlined in the grantee's application and approved by the AFG Program Office in accordance with the Articles of Agreement. Failure to adhere to the policies, terms, and conditions of the award as set forth in this document, as well as the award package and all references, including clarifications provided in the program's frequently asked questions, may result in loss of the current award as well as future eligibility.

(2) Share in the costs of the projects funded under this grant program. Fire departments and nonaffiliated EMS organizations serving populations of over 50,000 or more must match the Federal grant funds with an amount of non-Federal funds equal to 20 percent of the total project cost. Fire departments and nonaffiliated EMS organizations serving populations between 20,000 and 50,000 must agree to match the Federal grant funds with an amount of non-Federal funds equal to 10 percent of the total project cost. Fire departments and nonaffiliated EMS organizations serving areas with a population of 20,000 or fewer must match the Federal grant funds with an amount of non-Federal funds equal to 5 percent of the total project cost. Regional projects' cost-share will be based on the total population and demographics of the entire region. All non-Federal match funds must be in cash; in-kind contributions are not acceptable. No waivers of this requirement will be granted except for applicants located in Insular Areas as provided for in 48 U.S.C. § 1469a.

The grantee is not required to have the cash match in hand at the time of application, nor at the time of award. But, before a grant is awarded, DHS will contact potential awardees to determine whether the grantee has the funding in hand or if the grantee has a viable plan to obtain the funding necessary to fulfill the matching requirement.

(3) Maintain operating expenditures for the 1-year-grant period of performance in the areas funded by this grant activity at a level equal to or greater than the average of their operating expenditures in the 2 years preceding the year in which this assistance is received. This program is meant to supplement rather than replace an organization's funding.

(4) Retain grant files and supporting documentation for 3 years, after the conclusion and closeout of the grant or any audit subsequent to closeout.

(5) Ensure all procurement actions are conducted in a manner that provides, to the maximum extent possible, open and free competition. In doing so, the grantee must

follow its established procurement processes when purchasing vehicles, equipment, and services with AFG funds. If the grantee has no established procedures, it should obtain at least two quotes/bids for the items being procured and document the process used in the grant files. Sole-source purchasing is not an acceptable procurement method except in unusual circumstances.

(6) Submit a performance report to DHS after 6 months as well as a final closeout report. If a grant's period of performance is extended for any reason, the grantee must submit performance reports every 6 months until the grant is closed out. At grant closeout, the grantee must report how the grant funding was used and the benefits realized from the award in a detailed final report at the end of your grant's period of performance. An accounting of the funds must also be included. Applicants should be aware that prior performance including timely submission of performance and closeout reports will be taken into consideration in evaluating future awards.

(7) Make grant files, books, and records available, if requested, for inspection to ensure compliance with any requirement of the grant program.

(8) If the grantee is a fire department, agree to provide information, through established reporting channels, to the USFA's NFIRS for the period covered by the assistance. Nonaffiliated EMS organizations do not have to comply with the NFIRS reporting requirement. If a fire department does not participate in the incident reporting system, and does not have the capacity to report, at the time of the award, that grantee must agree to provide information to the NFIRS system for a 12-month period commencing as soon as they develop the capacity to report. We expect non-reporting grantees to pursue the capacity to report immediately after notification of award, and for these non-reporting grantees to be actively reporting to NFIRS within the approved period of performance. AFG program grantees from previous years will not be allowed to close out their grants until they demonstrate that they are complying with this requirement. Failure to close out previous years' grants may affect the consideration of future awards.

(9) Following the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, grantees that expend \$500,000 or more in Federal funds in their year (from all Federal sources) must have a single audit performed in accordance with the Circular. (For more information about the Circulars, go to www.whitehouse.gov/omb/circulars.)

(10) Comply with Homeland Security Presidential Directive-5 (HSPD-5). Starting October 1, 2004, HSPD-5 requires all recipients of Federal preparedness funding – including recipients of Federal grants and contracts – to adopt NIMS as a condition for receipt of Federal funds. Recipients of FY 2008 AFG funds must comply with this directive. AFG recipients will be considered in compliance with this NIMS requirement if the grantee: 1) has an operational knowledge of ICS; 2) has an understanding of NIMS'

principles and policies; and 3) agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, *etc.*, passed down by local or State authorities with respect to incident management. Organizations already trained in ICS do not need retraining if the previous training was consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their recognition of NIMS/ICS as part of the grant closeout process.

DHS offers ICS and NIMS training for organizations that have not implemented ICS, or that are unfamiliar with NIMS principles and policies. For example, the Federal Emergency Management Agency (FEMA) offers ICS training, from introductory courses to advanced ICS training. For more information regarding ICS and NIMS training, visit the NIMS website at www.fema.gov/emergency/nims/. For more information about ICS training, contact the DHS Centralized Scheduling and Information Desk (CSID) at 1-800-368-6498, or visit the website of the DHS Emergency Management Institute (EMI) and the National Fire Academy (NFA) at www.usfa.fema.gov. Your State emergency management training office may also be a source of information.

(11) Vehicle awardees are required to obtain a performance bond if they advance any funding to the vehicle manufacturer.

(12) Vehicle awardees are required to include a performance clause in their contract. The clause will specify a delivery date for the vehicle under contract and include a provision for penalty for non-delivery on the specified date. Non-delivery by the contract's guaranteed date will require a penalty for non-performance that is no less than \$100 per day until the date that the vehicle is delivered. Delivery is not acceptable unless the vehicle is operational, functioning, and ready to be placed in service.

(13) Grantees must conduct all bidding activities (solicitation, receipt, and evaluation) after award, *i.e.*, during the period of performance. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined at 44 CFR Part 13. Grantees may be jeopardizing their awards if they do not adhere to the requirements set forth herein.



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

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM: MIKE MCMASTERS
EMERGENCY MANAGER

REF: LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT
(LEMPG) - 2008

DATE: MARCH 12, 2008

We respectfully request to put to County Council the 2008 Local Emergency Management Performance Grant (LEMPG). Our deadline to submit the approved grant to the South Carolina Emergency Management Division is April 5, 2008.

Due to the fast approaching deadline, we respectfully request to have the LEMPG Grant brought out at the March 25 meeting. There is a 50% match for this grant. Matching funds must be non-federal in origin and can be in-kind.

Thank you for your attention to this matter.

cc: Chief Bruce Rucker

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: FY 08 Local Emergency Management Performance Grant (LEMPG)

Fund: 1000 General Fund **Department:** 131101 PS / Emergency Management
No. Title No. Title

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

Grant Overview:

The Local Emergency Management Performance Grant funds will be used to offset a percentage of the salaries for Lexington County Emergency Management personnel. This application also includes funds for two people to attend the annual Emergency Management Conference, and a line item for the annual WEBEOC support cost.

Grant Period: April 1, 2008 to March 31, 2009

Responsible Departmental Grant Personnel: Mike McMasters, Emergency Management Coordinator

Date Grant Information Released: March 7, 2008 **Date Grant Application Due:** April 5, 2008

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

Personnel	\$	69,352.00
Operating	\$	5,200.00
Capital	\$	-
Total	\$	<u>74,552.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

<u>50</u>	<u>\$37,276.00</u>	* This is not a cash, but an in-kind match.
<u>50</u>	<u>\$37,276.00</u>	
<u>%</u>	<u>\$ Amount</u>	

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

None

Dept. Preparer:	<u>NM</u>	<u>3/12/2008</u>
Dept. Approval:	<u>MM</u>	<u>3/12/2008</u>
Finance Approval:	<u>AD</u>	<u>3/14/2008</u>
	<i>Initials</i>	<i>Date</i>

COUNTY OF LEXINGTON
LOCAL EMERGENCY MANAGEMENT PLANNING GRANT
Annual Budget
Fiscal Year - 2007-08

Object Code	Revenue Account Title	Actual 2005-06	11 Months Received Thru May 2006-07	Amended Budget Thru May 2006-07	Projected Revenues Thru Jun 2006-07	Requested 2007-08	Approved 2007-08
* Local Emergency Management Planning Grant							
Revenues:							
45800	State Grant Income	0	0	0	0	37,276	
	In-kind Match	0	0	0	0	37,276	
	** Total Revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>74,552</u>	
	***Total Appropriation				0	74,552	
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>	

* 50/50 In-kind Match

Fund 1000
Division: Public Safety
Organization: 131101 - PS / Emergency Management

Object Code	Expenditure Classification	2005-06 Expend	2006-07 Expend (May)	2006-07 Budgeted (May)	BUDGET		
					2007-08 Requested	2007-08 Recommend	2007-08 Approved
Personnel							
510100	Saleries & Wages				53,990	53,990	
511112	FICA Cost				4,130	4,130	
511113	State Retirement				5,070	5,070	
511120	Insurance Fund Contribution				6,000	6,000	
511130	Workers' Compensation				162	162	
	* Total Personnel	0	0	0	69,352	69,352	
Operating Expenses							
520702	Technical Currency & Support				4,500	4,500	
525210	Conference & Meeting Expenses				700	700	
	* Total Operating	0	0	0	5,200	5,200	
	** Total Personnel & Operating	0	0	0	74,552	74,552	
Capital							
	** Total Capital	0	0	0	0	0	
	*** Total Budget Appropriation	0	0	0	74,552	74,552	

SECTION III – PROGRAM OVERVIEW

EXPLANATION OF GRANT

This grant is awarded annually to support Emergency Management operations in Lexington County. This is a 50/50 match with the County portion coming from salaries for the Emergency Manager and Secretary.

SECTION V. - LINE ITEM NARRATIVES

SECTION V.B. - OPERATING LINE ITEM NARRATIVES

525210 – CONFERENCES AND MEETING EXPENSES **\$700**

PROGRAM 1 – EMERGENCY MANAGEMENT \$700

This account will cover the cost of two personnel to attend the Annual Emergency Management Conference.

520702 – TECHNICAL CURRENCY & SUPPORT **\$4,500**

PROGRAM 1 – EMERGENCY MANAGEMENT \$4,500

This account will be used to provide support for the WebEOC.

**STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL**

**FY-2008 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant

#: _____ Award Date: _____

Prior Grant #1: **N/A** #2: _____ #3: _____

App#: _____ Federal ID No.: _____

Federal Fiscal Year: **2008** Fund Year: **2008** Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 32 2. Project Period:
County Name: Lexington County Begin: April 1, 2008 End: March 31, 2009

3. Project Title 97.042 Emergency Management Performance Grant

4. Project Summary:

5. Type of Application (Check Applicable Line)

a. Initial Continuation Revision Reverted
b. Year of Funds 1st 2nd 3rd Other:
c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)

State City County
 Private, Non-Profit Organization

Other (Specify): _____

b. U.S. Congressional District: _____

7. Name and Address of **Implementing Agency**

Lexington County Emergency Management
212 S. Lake Drive, Suite B03
Lexington SC 29072

10 Digit Zip: 803-785-8343

(Area) Phone #: _____

803-785-8628

(Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

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

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	\$32,076	\$70,121	\$102,197
Contractual Services			
Travel	\$700		\$700
Equipment			
Supplies			
Other			
WebEOC & ECN	\$13,716		\$13,716
Special Project	\$16,686		\$16,686
TOTAL:	\$63,178	\$70,121	\$133,299

b. PERCENTAGE: 50% 50% 100%

9. APPROPRIATION OF NON-GRANTOR

MATCHING FUNDS:

State County City
 Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4) CATEGORIES		FEDERAL	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
I. PERSONNEL					
A. SALARIES:	<u># of Hours</u>				
B. SPECIAL PROJECT:					
<u>Position Title</u>	<u>On Project</u> <u>Hourly Salary</u>				
Salaries:					
EM Manager	100%	\$32,076	\$16,960		\$49,036
Secretary I	100%	0	\$33,771		\$33,771
Special Project Salaries:					
TOTAL SALARIES:		\$32,076	\$50,731		\$82,807
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):					
Social Security & Medicare (FICA)		0	\$6,374		\$6,374
Retirement		0	\$5,428		\$5,428
Workers' Compensation Insurance		0	\$254		\$254
Unemployment Insurance		0	0		0
Health Insurance		0	\$7,005		\$7,005
Dental Insurance					
Pre-Retirement Death Benefit		0	\$329		\$329
Other Employer Contributions (Itemize):		0	0		0
B. Special Project Employer Contributions:					
TOTAL EMPLOYER CONTRIBUTIONS:		0	\$19,390		\$19,390
TOTAL PERSONNEL:		\$32,076	\$70,121		\$102,197
II (a) CONTRACTUAL SERVICES: (Itemize)					
II (b) SPECIAL PROJECT: (Itemize)					
TOTAL CONTRACTUAL SERVICES:		0	0	0	0
III. TRAVEL:					
Itemize—cost					
2 personnel for Hurricane Conference.		\$700			\$700
TOTAL TRAVEL:		\$700	0		\$700

USE WHOLE DOLLARS ONLY		MATCHING FUNDS			TOTAL
CATEGORIES		FEDERAL	CASH	IN-KIND	
IV. EQUIPMENT (\$1,000 or more per Unit): (Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items)					
<u>ITEM</u>	<u>QUANTITY</u>				
Special Project (Itemize):					
TOTAL EQUIPMENT:		0	0	0	0
V (a) SUPPLIES: (Describe)					
V (b) SUPPLIES SPECIAL PROJECT (Describe):					
TOTAL SUPPLIES		0	0	0	0
VI (a) OTHER: (Itemize)					
Paid by EMD: WEBEOC Software Renewal		\$4,500			\$4,500
Paid by EMD: ECN Project		\$9,216			\$9,216
VI (b) SPECIAL PROJECT OTHER: (Itemize)		\$16,686			\$16,686
TOTAL OTHER:		\$30,402			\$30,402

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with Special Project funds.

PERSONNEL:

Budget will be used to cover the salaries of the Lexington County Emergency Manager and his Secretary.

CONTRACTUAL SERVICES:**TRAVEL:**

2 personnel to attend Hurricane Conference.

EQUIPMENT:**SUPPLIES:****OTHER:**

WebEOC Technical Support and ECN Project

Special Project: P7

EMERGENCY MANAGEMENT

ECN PROJECT **\$9,216**

PROGRAM 1 – EMERGENCY MANAGEMENT **\$9,216**

This amount is awarded to support the Emergency Management Emergency Communications Network (ECN) Project in Lexington County. This project will provide Lexington County Emergency Management a secure T-1 internet line. It would allow the County to access WebEOC and will provide Voice Over Internet Protocol (VOIP) phone capability for use during emergencies in the County. The South Carolina Emergency Management Division is funding this project for all 46 counties.

**STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL**

**FY-2008 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant

#: _____ Award Date: _____

Prior Grant #1: **N/A** #2: _____ #3: _____

App#: _____ Federal ID No.: _____

Federal Fiscal Year: **2008** Fund Year: **2008** Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 32 2. Project Period:
County Name: Lexington County Begin: April 1, 2008 End: March 31, 2009

3. Project Title 97.042 Emergency Management Performance Grant

4. Project Summary:

5. Type of Application (Check Applicable Line)

a. Initial Continuation Revision Reverted
b. Year of Funds 1st 2nd 3rd Other:
c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)

State City County
 Private, Non-Profit Organization

Other (Specify): _____

b. U.S. Congressional District: _____

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Lexington County Emergency Management
212 S. Lake Drive, Suite B03
Lexington SC 29072

10 Digit Zip: 803-785-8343

(Area) Phone #: _____

803-785-8628

(Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

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Travel	\$700		\$700
Equipment			
Supplies			
Other			
WebEOC & ECN	\$13,716		\$13,716
Special Project	\$16,686		\$16,686
TOTAL:	\$63,178	\$70,121	\$133,299

b. PERCENTAGE: 50% 50% 100%

9. APPROPRIATION OF NON-GRANTOR

MATCHING FUNDS:

State County City
 Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4) CATEGORIES		FEDERAL	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
I. PERSONNEL					
A. SALARIES:	<u># of Hours</u>				
B. SPECIAL PROJECT:					
<u>Position Title</u>	<u>On Project</u> <u>Hourly Salary</u>				
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B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):					
Social Security & Medicare (FICA)		0	\$6,374		\$6,374
Retirement		0	\$5,428		\$5,428
Workers' Compensation Insurance		0	\$254		\$254
Unemployment Insurance		0	0		0
Health Insurance		0	\$7,005		\$7,005
Dental Insurance					
Pre-Retirement Death Benefit		0	\$329		\$329
Other Employer Contributions (Itemize):		0	0		0
B. Special Project Employer Contributions:					
TOTAL EMPLOYER CONTRIBUTIONS:		0	\$19,390		\$19,390
TOTAL PERSONNEL:		\$32,076	\$70,121		\$102,197
II (a) CONTRACTUAL SERVICES: (Itemize)					
II (b) SPECIAL PROJECT: (Itemize)					
TOTAL CONTRACTUAL SERVICES:		0	0	0	0
III. TRAVEL:					
Itemize—cost					
2 personnel for Hurricane Conference.		\$700			\$700
TOTAL TRAVEL:		\$700	0		\$700

USE WHOLE DOLLARS ONLY				MATCHING FUNDS		
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL	
IV. EQUIPMENT (\$1,000 or more per Unit):						
(Itemize - DO NOT USE BRAND NAME.						
Also, DO NOT include leased or rented items)						
ITEM	QUANTITY					
Special Project (Itemize):						
TOTAL EQUIPMENT:		0	0	0	0	
V (a) SUPPLIES: (Describe)						
V (b) SUPPLIES SPECIAL PROJECT (Describe):						
TOTAL SUPPLIES		0	0	0	0	
VI (a) OTHER: (Itemize)						
Paid by EMD: WEBEOC Software Renewal		\$4,500			\$4,500	
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VI (b) SPECIAL PROJECT OTHER: (Itemize)		\$16,686			\$16,686	
TOTAL OTHER:		\$30,402			\$30,402	

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with Special Project funds.

PERSONNEL:

Budget will be used to cover the salaries of the Lexington County Emergency Manager and his Secretary.

CONTRACTUAL SERVICES:**TRAVEL:**

2 personnel to attend Hurricane Conference.

EQUIPMENT:**SUPPLIES:****OTHER:**

WebEOC Technical Support and ECN Project

Special Project: P7

COUNTY OF LEXINGTON

Grant Request Summary Form

Title of Grant: FY 08 Local Emergency Management Performance Grant Special Project

Fund: 1000 General Fund **Department:** 131101 PS / Emergency Management
No. Title No. Title

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

Grant Overview:

The Local Emergency Management Performance Grant Special Project will define the County's Operational Area boundaries.

The development of Operational Areas is a key foundational component of catastrophic planning. All future response to catastrophic events will be operational area-based. Operational Areas can be likened to the County Emergency Management version of subdivisions used by Fire, EMS, Schools, and Political organizations. Operational areas help to better plan, respond, and manage resources, including critical infrastructure.

There are no expenditures for this project. The project requires Emergency Management to put together an operational map of the County to correspond with any type of disaster that might happen. The Operational Areas will be used to show who is in charge and what post-disaster steps needs to be put in place.

Grant Period: April 1, 2008 to March 31, 2009

Responsible Departmental Grant Personnel: Mike McMasters, Emergency Management Coordinator

Date Grant Information Released: March 7, 2008 **Date Grant Application Due:** April 5, 2008

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

Personnel	\$	-
Operating	\$	-
Capital	\$	-
Total	\$	-

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

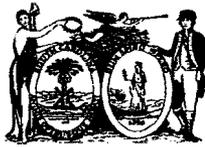
<u>50</u>	<u>\$16,686.00</u>	* This is not a cash, but an in-kind match.
<u>50</u>	<u>\$16,686.00</u>	
<u>%</u>	<u>\$ Amount</u>	

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

Though there are no actual expenditures, the SC Emergency Management Division will reimburse the County \$16,686 for completing this project. We just need to show our in-kind match for the project.

Dept. Preparer:	<u>NM</u>	<u>3/12/2008</u>
Dept. Approval:	<u>MM</u>	<u>3/12/2008</u>
Finance Approval:	<u>AD</u>	<u>3/17/2008</u>
	<i>Initials</i>	<i>Date</i>

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

MEMORANDUM

TO: All County Emergency Management Directors/Coordinators
FROM: *R Osborne*
Ron Osborne, Director, SCEMD
DATE: March 5, 2008
SUBJECT: FY 2008 Local Emergency Management Performance Grant Application

You are invited to apply for the FY08 Local Emergency Management Performance Grant (LEMPG), with applications due no later than **April 5, 2008**. This year's LEMPG again offers us the opportunity to accomplish mutual specific goals and objectives.

The grant will provide for a portion of salary and fringe benefit expenses with a proposed scope of work similar to those of previous years. Funding will be provided for a period of one year. As in previous years, there is a fifty percent match required for these federal grant funds. Matching funds must be non-federal in origin. Each county will have the opportunity to select a special project if desired. We have increased the number of special projects from five last year to eleven this year. Each county will receive a minimum of \$16,686.00 for completion of a special project. Any county that does not have a functional EOC satellite phone, LGR or 800 MHz should use part of these Special Project funds to purchase or repair these systems. Counties may not repeat projects that were funded under previous year's LEMPG or Supplemental grants. Funds left over from non participating counties will be redistributed to participating counties.

This year, we will not be using the Emergency Operations Plan Checklist but will focus on the recommended improvements from last year's review. The goal is to allow counties, working with their REMS, time to focus on those areas previously identified. We expect that counties will conduct EOP workshops with stakeholders in the plan to work out existing issues and necessary revisions to the plan. Next year, we will use the checklist as we have in the past. The current plan is to alternate each year with the checklist and the review sessions. Each county will continue to send the standard letter of certification signed by the Emergency Manager and County Administrator annually.

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

MEMO: FY 2008 Local Emergency Management Performance Grant Application
March 5, 2008.
Page 2

The performance period for this years grant will cover the period **April 1, 2008 thru March 31, 2009**. The State Law Enforcement Division (SLED) will be the State Administrative Agency (SAA) functioning under the guidelines established by the US Department of Homeland Security (US DHS) just as last year. Budget revisions or changes to the scope of work must be requested in writing and receive prior approval from the SAA (SLED) before implementation. The scope of work, Attachment A-1, is organized by quarter. All work elements for any given quarter will appear together. Our goal is to make it easier to track requirements and understand what is due by the end of each quarter to qualify for grant funds. This year's scope of work was developed and approved by a committee that included three county emergency managers representing each region of the state and small, medium and large counties.

In this year's scope of work, you will find several requirements relating to the National Incident Management System (NIMS). NIMS incorporates best practices currently in use by incident managers at all levels. It was developed through extensive outreach to state, local officials, the emergency response community and the private sector. It is the national standard for incident management across the various jurisdictions nationwide and its implementation at all levels will be a requirement for eligibility for future DHS grant funding. This year's LEMPG requires compliance with NIMS standards in several areas. In some cases, these requirements were melded into existing similar work elements and in others they are stand alone work elements.

Please return one completed application package to SCEMD, attention Kelley Anderson, by **April 5, 2008**. If an extension is requested, counties will not be eligible to select a special project. These funds will be obligated on April 6, 2008. Any requests for extensions must be received prior to February 28, 2009. Attachment A-1, 2008 LEMPG Work Items and Explanatory Paragraphs, Page 5, Work Elements M-108 and M-109 list all documents that are required in the application. *(Don't forget to make a photocopy of the completed signed package for your records before returning it to SCEMD.)* In addition, we are enclosing a CD Rom containing the entire grant package. An informational copy of this package has been sent to your County Administrator/Manager.

You must submit a completed package by the suspense date to receive grant funds. All work elements must be completed by the end of the grant period to receive final funding. Our regional management staff will work with you and if you feel that you need additional assistance, please let us know.

RCO/jp

cc: *County Administrator*

Enclosure: Local EMPG Application Package

J:\Adminsr\LEMPG\LEMPG FY08\2008 Cover Letter LEMPG.doc

**STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL**

**FY-2008 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION
FOR SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD) USE ONLY**

Grant

#: _____ Award Date: _____

Prior Grant #1: **N/A** #2: _____ #3: _____

App#: _____ Federal ID No.: _____

Federal Fiscal Year: **2008** Fund Year: **2008** Program Area: _____

TO BE COMPLETED BY PROJECT DIRECTOR—SEE INSTRUCTIONS

1. County #: 32 2. Project Period:
County Name: Lexington County Begin: April 1, 2008 End: March 31, 2009

3. Project Title 97.042 Emergency Management Performance Grant

4. Project Summary:

5. Type of Application (Check Applicable Line)

a. Initial Continuation Revision Reverted
b. Year of Funds 1st 2nd 3rd Other:
c. Advance Reimbursable

6. a. Organization Type: (Check Applicable Line)

State City County
 Private, Non-Profit Organization

Other (Specify): _____

b. U.S. Congressional District: _____

7. Name and Address of **Implementing Agency**

Lexington County Emergency Management
212 S. Lake Drive, Suite B03
Lexington SC 29072

10 Digit Zip: 803-785-8343

(Area) Phone #: _____

803-785-8628

(Area) Fax #: _____

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

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

a. BUDGET CATEGORIES	FEDERAL	AGENCY MATCH	TOTAL
Personnel	\$32,076	\$70,121	\$102,197
Contractual Services			
Travel	\$700		\$700
Equipment			
Supplies			
Other			
WebEOC & ECN	\$13,716		\$13,716
Special Project	\$16,686		\$16,686
TOTAL:	\$63,178	\$70,121	\$133,299

b. PERCENTAGE: 50% 50% 100%

9. APPROPRIATION OF NON-GRANTOR

MATCHING FUNDS:

State County City
 Other (Explain): **Matching funds from Non-Federal Origin**

ELIGIBLE COSTS (See Page 4) CATEGORIES		FEDERAL	MATCHING FUNDS		TOTAL
			CASH	IN-KIND	
I. PERSONNEL					
A. SALARIES:	<u># of Hours</u>				
B. SPECIAL PROJECT:					
<u>Position Title</u>	<u>On Project</u> <u>Hourly Salary</u>				
Salaries:					
EM Manager	100%	\$32,076	\$16,960		\$49,036
Secretary I	100%	0	\$33,771		\$33,771
Special Project Salaries:					
TOTAL SALARIES:		\$32,076	\$50,731		\$82,807
B. EMPLOYER CONTRIBUTIONS (Fringe Benefits):					
Social Security & Medicare (FICA)		0	\$6,374		\$6,374
Retirement		0	\$5,428		\$5,428
Workers' Compensation Insurance		0	\$254		\$254
Unemployment Insurance		0	0		0
Health Insurance		0	\$7,005		\$7,005
Dental Insurance					
Pre-Retirement Death Benefit		0	\$329		\$329
Other Employer Contributions (Itemize):		0	0		0
B. Special Project Employer Contributions:					
TOTAL EMPLOYER CONTRIBUTIONS:		0	\$19,390		\$19,390
TOTAL PERSONNEL:		\$32,076	\$70,121		\$102,197
II (a) CONTRACTUAL SERVICES: (Itemize)					
II (b) SPECIAL PROJECT: (Itemize)					
TOTAL CONTRACTUAL SERVICES:		0	0	0	0
III. TRAVEL:					
Itemize—cost					
2 personnel for Hurricane Conference.		\$700			\$700
TOTAL TRAVEL:		\$700	0		\$700

USE WHOLE DOLLARS ONLY		MATCHING FUNDS			
CATEGORIES		FEDERAL	CASH	IN-KIND	TOTAL
IV. EQUIPMENT (\$1,000 or more per Unit):					
(Itemize - DO NOT USE BRAND NAME.					
Also, DO NOT include leased or rented items)					
ITEM	QUANTITY				
Special Project (Itemize):					
TOTAL EQUIPMENT:		0	0	0	0
V (a) SUPPLIES: (Describe)					
V (b) SUPPLIES SPECIAL PROJECT (Describe):					
TOTAL SUPPLIES		0	0	0	0
VI (a) OTHER: (Itemize)					
Paid by EMD: WEBEOC Software Renewal		\$4,500			\$4,500
Paid by EMD: ECN Project		\$9,216			\$9,216
VI (b) SPECIAL PROJECT OTHER: (Itemize)		\$16,686			\$16,686
TOTAL OTHER:		\$30,402			\$30,402

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided. Please identify detailed items that will be supported with Special Project funds.

PERSONNEL:

Budget will be used to cover the salaries of the Lexington County Emergency Manager and his Secretary.

CONTRACTUAL SERVICES:**TRAVEL:**

2 personnel to attend Hurricane Conference.

EQUIPMENT:**SUPPLIES:****OTHER:**

WebEOC Technical Support and ECN Project

Special Project: P7

P-7

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

Explanatory Paragraph:

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

SCEMD POC is Mr. Jim Trone, 803-737-8617.

P-8

To streamline the process of managing Public Assistance grant funding, SCEMD is in the process of procuring PA Grant Management software. The program will be web-based and all potential applicants in a county will have access to the software once they have been trained and created a login/password. The system will afford

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: March 14, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Legal Closing of Mallet Circle

Public Works received a letter (Exhibit "A") from Michael Shealy on February 6, 2008 requesting a legal closure of Mallet Circle. Mallet Circle (Exhibit "B") is a County maintained dirt road approximately 2,181' in length and has two very dangerous "Y" intersections with Two Notch Road. Additionally, Mr. Shealy requests that Elk Road, which is also a County maintained dirt road, be extended to Two Notch Road (as indicated as the red line on Exhibit "B"). This would extend Elk Road approximately 380' but would result in a "T" intersection with Two Notch Road and a much safer situation.

Mr. Shealy has agreed to pay all legal costs associated with the closing and provide the County with a 50' right-of-way for the extension of Elk Road. He requests that the County provide the resources necessary for this relocation. The requirements for this relocation will include about \$1,000.00 in concrete pipe.

Public Works recommends that County Council approve this request from Mr. Shealy due to the safety issues and a net reduction of about 1,701 linear feet of dirt road. Please present this to the Public Works Committee for their consideration.

EXHIBIT A

February 6, 2008

John Fechtel
Lexington Co. Public Works Dept.
Lexington, South Carolina

Dear Mr. Fechtel:

I am the owner of several tracts of land on Mallet Circle in Lexington County having the following tax map numbers:

#008100-03-010
#008100-03-011
#008100-03-012
#008200-05-016

I reside on tract number 008100-03-011 and this property has been in our family for some 100 years. Mallet Circle is a county maintained dirt road of approximately 1,000 feet in distance that intersects with Two Notch Road at two points at approximately 30 degree angles. The traffic has drastically increased over the years and the two intersections, one of which is on a blind curve, have increasingly become much more dangerous.

What I am proposing is to close Mallet Circle and extend Elk Road about 400 feet across an open field to Two Notch Road. This would close the two dangerous intersections and intersect Elk Road into Two Notch where SCDOT approved site distance standards would be applicable. Also, this would result in approximately 1,600 feet less dirt road for Lexington County to maintain. I am also willing to give a 50 foot right-of-way on the proposed new Elk Road extension to Two Notch.

I would be willing to bear some of the cost but request that the county work with me on man hours and equipment hours to complete the fairly simple project. There are two other property owners involved. One is my mother and the other is a first cousin. Both are in agreement with me to sign documentation for closing the road.

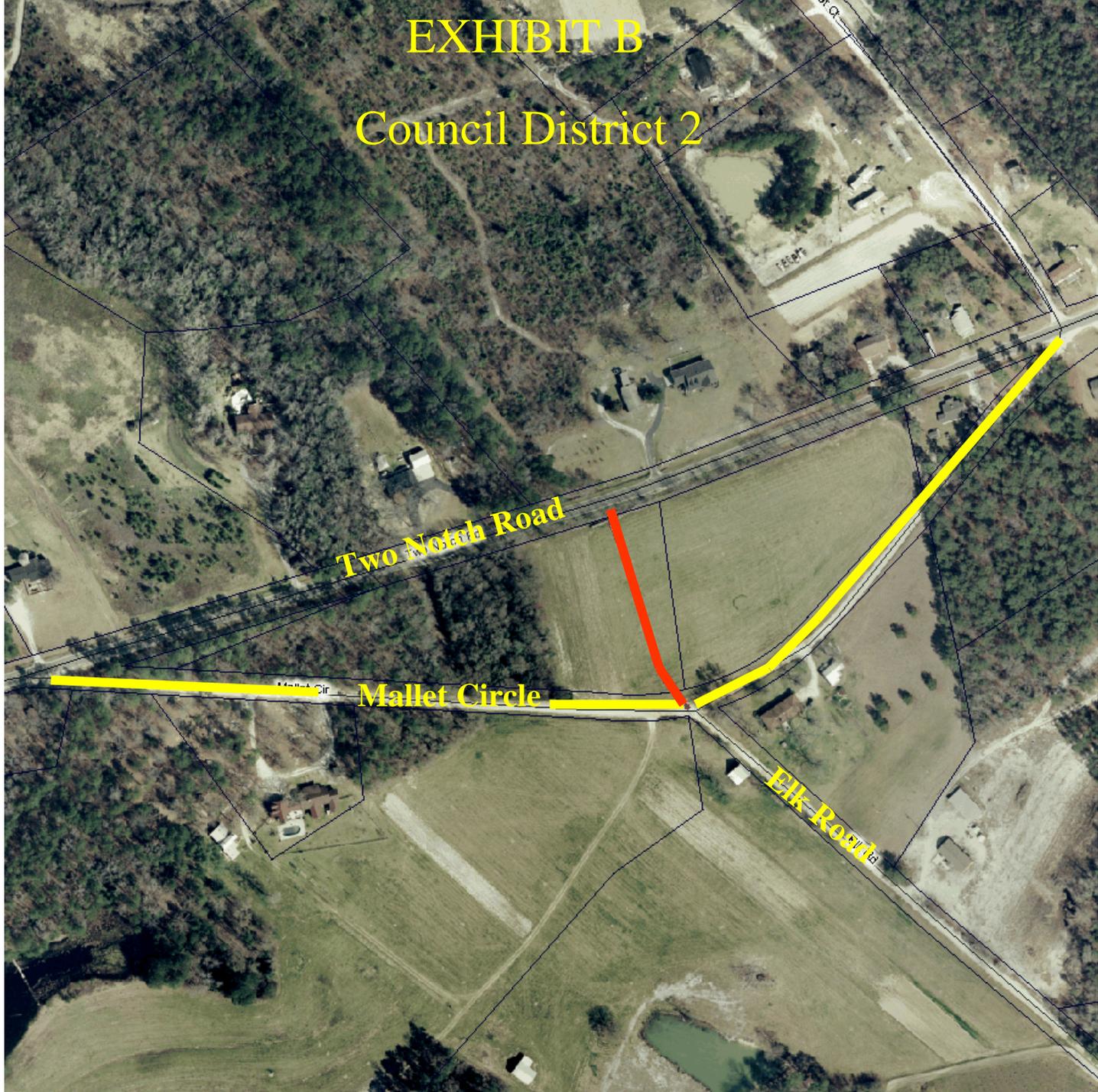
This action would create a safer driving environment for our family, all of whom live in the area, as well as reducing maintenance for Lexington County. Please let me know the procedure. I can be reached at mshealy@aol.com, (803) 532-3866 (work), or (803) 730-5298 (cell).

Thank you in advance for your cooperation.

Michael N. Shealy

EXHIBIT B

Council District 2



Two Notch Road

Mallet Circle

Elk Road

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.

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

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25TH DAY OF MARCH, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, Dr. Gariane P. Gunter was crowned “Mrs. South Carolina 2008” on February 24, 2008; and

WHEREAS, Dr. Gunter received her Doctor of Medicine from the University of South Carolina School of Medicine and is a second-year psychiatry resident; and

WHEREAS, Gariane has been married to Tracy Gunter, III for four years and are the proud parents of a beautiful two-year-old daughter, Isabella; and

WHEREAS, Gariane has written several research articles that have been published in various psychiatric journals and has received numerous awards to include the David A. Pillinger Clinical Psychiatry Award and the Saunders Humanism Society Award in 2006; and

WHEREAS, Gariane is an active member of Steadman Baptist Church where she teaches Sunday school to the youth, organizes church plays, and is involved in outreach missions. In addition, she is a member of the Psychiatry Resident Research Interest Group, Community Medicine Interest Group, and volunteers as a M-III Psychiatry Clerkship, Medical Student Tutor; and

WHEREAS, Gariane will represent the Palmetto State in the “Mrs. United States” pageant in July in Las Vegas; and

WHEREAS, Lexington County Council recognizes and honors our own “Mrs. South Carolina 2008”, Dr. Gariane Gunter, as a goodwill ambassador and role model for her community, Lexington County, and the Palmetto State.

NOW, THEREFORE, BE IT RESOLVED that we, Lexington County Council, congratulate **Dr. Gariane P. Gunter** on the special occasion of being crowned “Mrs. South Carolina 2008” and extend our best wishes as she competes for the title of “Mrs. United States.”

William C. “Billy” Derrick, Chairman

Debra B. “Debbie” Summers, Vice Chairman

James E. “Jim” Kinard, Jr.

George H. “Smokey” Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25TH DAY OF MARCH, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, Stevan Lionel Amick is a lifelong resident of Chapin, S.C. and has been a dedicated and loyal servant to our community; and

WHEREAS, Stevan has been employed as an engineer with Richland County for many years and is also actively involved as a member of the Mt. Horeb Lutheran Church; and

WHEREAS, Stevan has demonstrated his commitment to community service by formerly serving as a member of the Ruritan Club, Past President of the Jaycees, former Vice-President of the Chapin High School Band Booster Club, active member of the Republican Party of Lexington County, and current Chairman of the Polls in the Chapin Voting Precinct; and

WHEREAS, Stevan is a licensed auctioneer who, with his father, Dewey L. Amick, formed the Double L Auction Company and handled estate auctions, horse and cattle auctions, and volunteered his time for benefit auctions; and

WHEREAS, Stevan served with honor on the Lexington County Board of Zoning Appeals from July 1997 through December 2007 and maintained an impeccable attendance record during his service on the board; and

WHEREAS, Stevan unselfishly devoted countless hours of his time and expertise to fulfill the responsibilities of this appointment; and

WHEREAS, Stevan's belief in fair process, belief in participatory government, sense of good humor, compassion for others, and generosity and dedication to the people of Lexington County will always be cherished.

NOW, THEREFORE, BE IT RESOLVED that we, members of Lexington County Council, extend to **STEVAN LIONEL AMICK** our sincere thanks and gratitude for his many years of tireless service to his county and his fellow citizens as a member of the Lexington County Board of Zoning Appeals.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk

APPOINTMENTS - BOARDS & COMMISSIONS

March 25, 2008

SMOKEY DAVIS

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

Health Services District - Vasa W. Cate, MD - Term expired 03/10/08 - Eligible for reappointment

DEBBIE SUMMERS

Health Services District - Leon A. Love - Term expired 03/10/08 - Not eligible for

Reappointment – nomination form for Frank R. Basnett attached

JOHNNY JEFFCOAT

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

Health Services District - Robert O. Heilman - Term expired 03/10/08 - Eligible for reappointment

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

JOHN CARRIGG

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

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

BILL BANNING

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

Planning Commission - William E. Unthank, Jr. (Resigned December 2007) - Term expires 8/26/11

TODD CULLUM

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

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

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

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

Name of Board/Commission: Lexington Medical Center Board of Directors

Nominee: Frank R. Basnett

Address: 308 Blossom View Court; West Columbia, SC 29170

Employed by: South Carolina Department of Insurance

Address: 1201 Main Street, Suite 1000; Columbia, SC 29201

Home Telephone: (803) 356-1130 Business Telephone: (803) 737-6268

Mobile Phone: (803) 730-4654 Beeper Number: Not Applicable

Fax Number: Not Currently Available

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

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

University of South Carolina, Bachelor of Science, Business Management, 1969;

Midlands Technical College, Associate in Business in Accounting, 1978

Platt Springs United Methodist Church, former Treasurer and current Chairman, Finance Committee

Submitted by: Debbie Summers Lexington County Council

Council District Number: 4 Telephone 803-785-8103

Date: 3/20/08 FAX - 803-785-8101

COUNTY OF LEXINGTON

Procurement Service

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 13, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Administration/Judicial Landscaping
Bid No. B08047-03/04/08S
Building Services

Competitive bids were solicited for Landscaping and the installation of an Irrigation System for both the Administration and Judicial Buildings. The County received six (6) bids of which four (4) were no bids (see attached bid tabulation).

Randy Quattlebaum, Building Services Manager; Robbie Derrick, Zoning Assistant; Rhett Bickley, Landscape Administrator; and Angela M. Seymour, Procurement Officer evaluated the bids. It is their recommendation to award this project to Pony Hill Nursery and Landscaping as the lowest responsive bidder. The total cost, including applicable sales tax, is \$65,747.75.

Funds are appropriated in the following account:

1000-111300-5A8529	Administration/Judicial Landscaping	\$65,747.75
--------------------	-------------------------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on March 25, 2008.

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

County of Lexington

Bid Tabulation

BID: B08047-03/04/08S

Landscaping and Irrigation System

Qty	U/I	Description	Saluda Hill, Inc.		Goff Landscaping		Springdale Outdoor	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	LS	Landscaping		No Bid		No Bid		No Bid
1	LS	Irrigation System		No Bid		No Bid		No Bid
		Total		No Bid		No Bid		No Bid
		Options		No Bid		No Bid		No Bid
3700	I.f.	Installation of V-Trench		No Bid		No Bid		No Bid
450	c.y.	Installation of Mulch		No Bid		No Bid		No Bid
1495	I.f.	Installation fo 1/8" X 4" brown metal band		No Bid		No Bid		No Bid
370	I.f.	Installation of 1/8" X 6" brown metal band		No Bid		No Bid		No Bid
12100	s.f.	Installation of sod		No Bid		No Bid		No Bid

Qty	U/I	Description	Southeastern Landscaping & Grounds		Ponyhill Nursery & Landscaping		Green View Landscaping	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	LS	Landscaping		No Bid		\$ 21,928.00		\$ 34,000.00
1	LS	Irrigation System		No Bid		\$ 11,500.00		\$ 12,900.00
		Total		No Bid		\$ 33,428.00		\$ 46,900.00
		Options		No Bid				
3700	I.f.	Installation of V-Trench		No Bid	\$ 0.48	\$ 1,776.00	\$ 1.00	\$ 3,700.00
450	c.y.	Installation of Mulch		No Bid	\$ 38.00	\$ 17,100.00	\$ 30.00	\$ 13,500.00
1495	I.f.	Installation fo 1/8" X 4" brown metal band		No Bid	\$ 4.65	\$ 6,951.75	\$ 6.35	\$ 9,493.25
370	I.f.	Installation of 1/8" X 6" brown metal band		No Bid	\$ 6.10	\$ 2,257.00	\$ 10.00	\$ 3,700.00
12100	s.f.	Installation of sod		No Bid	\$ 0.35	\$ 4,235.00	\$ 0.36	\$ 4,356.00
		Subtotal				\$ 32,319.75		\$ 34,749.25
		Total for entire project				\$ 65,747.75		\$ 81,649.25

Bids Opened: March 4, 2008

Angela M. Seymour

COUNTY OF LEXINGTON

Procurement Service

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: March 13, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Storage Area Network Drive
Bid No. B08045-2/21/08S
Information Services

Competitive bids were solicited for one (1) Storage Area Network Drive for Information Services. The County received two bids (see attached bid tabulation).

The Total Cost of Ownership (TCO) pricing was requested for estimated future storage needs over a five year period, to include operating expenses. This includes unit pricing for increasing storage capacity of SATA storage purchased in Phase I as well as purchasing SAS (faster retrieval speed) storage in Phase II. Phase III represents the cost of duplicating the storage projected in Phases I and II offsite, at a remote site, for complete system redundancy for use in a disaster recovery situation should our primary storage site become unusable for any reason. The total estimated project cost for all Phases (I-III) is shown on the attached spreadsheet (\$463,295.02). The vendor is required to hold these prices for five (5) years.

The TCO pricing informs us of potential future expenses based on current estimates of storage needs. It does not commit the county to any additional purchases beyond what is being requested for Phase I, Year One. All future purchases are subject to the annual appropriation process for future budget years.

Mike Ujcich, Chief Information Officer; Jim Schafer, Information Technology Manager; and Angela M. Seymour, Procurement Officer evaluated the bids. It is their recommendation to award this project to Veristor Systems, Inc as the lowest responsive bidder. The first year cost including applicable sales tax is \$65,313.00. The remaining cost (\$18,860.00) represents annual maintenance costs for the four remaining years.

Funds are appropriated in the following account:

1000-102100-5A8035	(1) Storage Area Network Device (First Year Costs)	\$65,313.00
--------------------	--	-------------

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 March 25, 2008.

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

County of Lexington

Bid Tabulation

BID: B08045-02/21/08S

Storage Area Network Device

Qty	Description	Veristor Systems, Inc.		Data Network Solutions**	
		Unit Price	Total	Unit Price	Total
1	Storage Area Network Device Phase I		\$84,173.00		\$164,259.76
1	Storage Area Network Device Phase II (Optional)		\$138,570.00		\$45,811.50
1	Storage Area Network Device Phase III (Optional)		\$210,243.00		\$111,862.95**
	Subtotal		\$432,986.00		\$210,071.26
	Tax		\$30,309.02		\$14,704.99
	Total		\$463,295.02		\$224,776.25

Options					
1	Additional TB of SAS		\$7,593.90		\$4,836.00
4	Additional TB SATA	\$ 3,250.00	\$13,000.00	\$1,818.00	\$7,272.00
	Subtotal		\$20,593.90		\$12,108.00
	Tax		\$1,441.57		\$847.56
	Options Total		\$22,035.47		\$12,955.56

**Data Network Solutions was deemed nonresponsive because they did not comply to bid specifications that were required by the County.

Bid Opened: February 21, 2008

Angela M. Seymour
Procurement Officer

MEMORANDUM

TO: REGGIE MURPHY, PROCUREMENT MANAGER
FROM: MIKE UJCICH, CIO; JIM SCHAFER, IT MANAGER
SUBJECT: BID NO. B08045-02/21/08S, SAN BID—FIVE YEAR TOTAL COST OF OWNERSHIP (TCO)
DATE: 3/14/2008

Funds for a Storage Attached Network (SAN)ⁱ system for storing data is in this year's budget. This is a key element in our strategic goal of increasing system availability, capacity and security, for the following reasons:

- Warranty and guaranteed parts availability for the existing data storage device expires this fiscal year, creating the risk that stored data may become unavailable for an unacceptable period.
- A SAN provides better data storage redundancy and recovery than other solutions. A component failure will not cause a system interruption because an alternate component will take over the task transparently.
- Use of a SAN is needed to adopt virtualization, which will increase systems availability and security. Additionally, virtualization provides faster response to business demands since resources can be moved or deployed quickly in alignment with business needs.
- Use of a SAN supports our capacity management plan by matching the capacity of the IT infrastructure with the evolving demands of the business in the most effective and time-efficient manner.

The true cost of using a SAN includes not only the acquisition of hardware and software but also installation, training and annual technical currency and support charges for the useful life of the system (five years). The technique of pricing these costs over the life of the system is called Total Cost of Ownership (TCO) bidding.

The SAN request for bid used five-year TCO bidding for three phases:

- Phase I, (current budget) for the replacement of our existing mass storage and growth projected for the next 12 to 18 months;
- Phase II, (funding requested in the upcoming year budget) for additional high-speed storage for the systems requiring the greatest speed of data In/Out transactions; and
- Phase III, (funding to be requested within the TCO period), for the replication of the SAN at a remote location for full data recovery in a disaster affecting the Administration Building.

Bids were received from two companies, DNS and Veristor. After a review of the bids and responses to a few follow-up questions, IS staff has determined that both bidders are responsive as to the technical specifications. However, DNS was not responsive as to the costing information required by the county. As a result, it is our recommendation that the award be made to Veristor.

The Phase I five-year TCO as bid by Veristor is \$84,173. Of the five-year TCO, \$65,313 is the first year cost for which we now are requesting approval (see table below). The remaining Phase I cost (annual technical currency and support charges for the following four years) will be a part of the IS annual operating budget requests for each of the next four years. Funding requests for subsequent phases (Phase II and III) will be made in upcoming fiscal year budget submissions and will be committed only if funds are appropriated.

Item No.	Item	Bid price	SC Tax	Total
1.	Hardware: Dell EQ PS5000E – 16 TB (gross)	\$45,900.00	\$3,213.00	\$49,113.00
2.	Shipping	100.00		100.00
3.	Installation	10,000	0	10,000.00
4.	Subtotal 1000-102100-5A8035			59,213.00
5.	Training 1000-102100-525210	2,500.00	0	2,500.00
6.	Tec Currency and Support 1000-102100-520702	3,600.00	0	3,600.00
7.	Total First Year Cost			\$65,313.00

ⁱ In computing, a **storage area network (SAN)** is an architecture to attach data storage devices to servers in such a way that the devices appear as locally attached. Sharing storage usually simplifies storage administration and adds flexibility. This allows for a quick and easy replacement of faulty servers since the SAN can be reconfigured so that a replacement server can use the data previously linked to the faulty server. SANs also tend to enable more effective disaster recovery processes. (Excerpted from Wikipedia, “SAN.”)

COUNTY OF LEXINGTON
RED BANK CROSSING ARCHITECTURAL AND ENGINEERING SERVICES
Evaluation Committee Report and Recommendation
Request for Qualifications No. P08005-02/13/08B
March 5, 2008

PURPOSE

The County of Lexington issued a request for qualifications to establish a contract for providing design services for the renovation of Red Bank Crossing to house three (3) agencies (South Carolina Department of Social Services, South Carolina Department of Health and Human Services, and Lexington County Community Mental Health Center).

EVALUATION COMMITTEE

An evaluation committee was appointed by Katherine Hubbard, County Administrator, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. Committee members were Joe Mergo, Deputy County Administrator; John Fechtel, Director of Public Works/Assistant County Administrator; Randy Quattlebaum, Building Services Manager; and Janice Bell, Interim Procurement Manager.

SOLICITATION REQUIREMENTS

The required legal advertisements, soliciting qualifications and sealed competitive bids for Phase I of the project (Programming/Space Needs Assessment), were placed and appeared on the County's website. Notification was also mailed to firms on the County's vendor list. The Request for Qualifications process required all interested firms to attend a mandatory pre-bid conference on January 31, 2008, at which time ten (10) firms attended. The conference included a review of the RFQ document, its detailed requirements, and discussion of the County's current operations and the desired qualifications/bids for design services for the Red Bank Crossing Renovation project. A site visit and tour of the facilities was conducted during the pre-bid conference. Qualifications/bids were due and received at 3:00 p.m. on February 13, 2008. At that time, the County received proposals from six (6) firms:

Carter Goble Lee Companies
CDA Architects
MBAJ Architecture
Diversified Technology, Inc.
JHS Architecture
Carlisle Associates

EVALUATION PROCESS

On February 15, 2008 the Evaluation Committee began its evaluation process. Copies of the submittals were distributed to each committee member for their individual evaluation. The committee met again on February 19, 2008 for detailed discussions of their individual evaluation of the proposals and respective scoring of each criteria factor.

Each submittal under consideration was evaluated and scored on the eight (8) specific criteria areas as indicated in the RFQ. The factors listed in the order of their relative importance were as follows: (1) General architectural experience of the firm, (2) Specific architectural experience on renovation projects, (3) General qualifications and technical competency of the individuals in the firm (4) Specific qualifications and technical competency of the individuals

to be involved in the project as they relate to health care facilities, (5) Past performance based on similar projects completed within the past 10 years, (6) Approach to meeting time and budget requirements, (7) Current and projected workload of the firm as it affects this project, and (8) Insight related to the project and the site. On February 21, 2008, the committee conducted in-depth interviews with three (3) rated offerors. All of these firms were highly qualified and all made professional presentations during the interview process and were able to answer all questions and concerns. Following the interviews, each committee member was given the opportunity to reevaluate the scores given to each firm.

After the evaluation committee was in agreement that it had obtained, reviewed, and analyzed all information and documentation presented and collected in the evaluation process, the final evaluation was completed by the committee on March 5, 2008. The evaluation committee's review, based upon the quality of the responses to the request for qualifications, resulted in MBAJ Architecture receiving the highest number of points.

PROPOSED COST

The price for Phase I, the Programming/Space Needs Assessment is a NTE amount of \$39,590.00. The price for Phase II, a detailed design plan for the renovation of the Red Bank Crossing facility, will be based on the initial estimated cost of the renovation, not to exceed 6.85% of the initial construction cost estimate.

RECOMMENDATION

The committee hereby submits and recommends for Council's consideration and approval to award a contract with MBAJ Architecture for Phase I and Phase II design services. We further recommend that this proposal be placed on County Council agenda for their next scheduled meeting on March 25, 2008.

Reggie Murphy
Procurement Manager

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

STATE OF SOUTH CAROLINA

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ORDINANCE 08-05

COUNTY OF LEXINGTON

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT DATED AS OF _____, 2008 BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SHAW INDUSTRIES GROUP, INC. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES.

WHEREAS, Lexington County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Shaw Industries Group, Inc., a corporation organized and existing under the laws of the State of Georgia and authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in an expansion of its existing manufacturing facility in the County through the acquisition of land, a building, and/or improvements thereon (the "Land and Building"), the construction of improvements thereon and/or therein, and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$60,300,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, pursuant to an Incentive and Inducement Agreement dated as of November 13, 2007, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

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

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such

officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. 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 6. 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.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

LEXINGTON COUNTY, SOUTH CAROLINA

and

SHAW INDUSTRIES GROUP, INC.

Dated as of _____, 2008

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B)

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2008 by and between LEXINGTON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lexington County Council (the "County Council") as the governing body of the County, and SHAW INDUSTRIES GROUP, INC., a corporation organized and existing under the laws of the State of Georgia (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted on _____, 2008 (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company of property eligible as economic development property under the Act, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 enter into this Fee Agreement.

“Company” shall mean Shaw Industries Group, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Lexington County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period; provided, however, that any buildings that were previously subject to *ad valorem* tax shall be Economic Development Property only to the extent that they undergo renovations. Given that the Company’s anticipated investment exceeds \$45,000,000, property that has been previously placed in service and subject to *ad valorem* taxes may be included as Economic Development Property subject to this Agreement. The Company and the County agree that those buildings or portions thereof that were previously subject to *ad valorem* taxes and that undergo renovations will be Economic Development Property subject to this Agreement. The buildings currently contemplated for renovation are marked on Exhibit B attached hereto. The plans reflect the Company’s current intentions, but the Company reserves the right to alter these plans. Once all renovations are complete, the Company will provide the County with a revised Exhibit B reflecting all buildings that the Company has renovated. The valuation of such property shall be as set forth in Section 4.1 below.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Minimum Investment Requirement” shall mean an investment of at least \$45,000,000 in property subject to *ad valorem* taxation (in the absence of this Agreement) by the Company and any Sponsors.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2008 or thereafter.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsors” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 350 mills.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park and to ensure that the Project remains in an Industrial Development Park for the greater of 20 years or the Fee Term.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to expand its existing manufacturing facility.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement. The Company anticipates that the Project will result in an investment of approximately \$60,300,000.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including the calculation of the Minimum Investment Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company’s liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project.

However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the

original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

For purposes of determining the current value of the buildings to be renovated, the Company has determined the square footage of all buildings situated on the Property, as reflected on Exhibit B. The value of the buildings to be renovated and incorporated into this Agreement will be determined based on the proportion of the renovated building square footage to the square footage of all buildings on the Property as reflected in Exhibit B. For example, and by way of example only, if the square footage of all of the buildings at the Project is 1,000,000 square feet, and if 500,000 square feet will undergo renovations, then half of the value of the buildings will be subject to this Agreement and set for the Fee Term, while half of the value of the buildings will not be subject to this Agreement. The County and the Company shall agree as to the value of the land and buildings utilizing the amount paid by the Company for the facility.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to 350 mills, in accordance with Section 12-44-50(A)(1)(d) of the Act, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their

intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement or Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event the Company fails to maintain the Minimum Investment Requirement (disregarding depreciation and obsolescence) for a period of 10 years from the date the initial components of the Project are placed in service, this Agreement shall be terminated. This remedy shall be prospective only and shall apply beginning in the year after the Company's investment bid drops below the Minimum Investment Requirement.

(c) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the

Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of

the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withheld unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over

the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorney's fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder, including the imposition of any penalties or resort to any remedies authorized by Section 12-44-90 of the Act. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement;
- (3) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Delays, No Waiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.5 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named

below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Shaw Industries Group, Inc.
Attn: Chief Counsel
616 E. Walnut Avenue
Dalton, GA 30722

WITH A COPY TO:

Shaw Industries Group, Inc.
Attn: Director of Real Estate
616 E. Walnut Avenue
Dalton, GA 30722

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Gary W. Morris, Esq.
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, SC 29072

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof; *provided, however*, that the Inducement Agreement between the County and the Company dated as of November 13, 2007 shall be incorporated herein by reference to the extent that its terms are not inconsistent with this Fee Agreement. To the extent of any inconsistency, this Fee Agreement shall be controlling.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suite for *mandamus* or specific performance.

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

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Its: _____

ATTEST:

Clerk to County Council
Lexington County, South Carolina

SHAW INDUSTRIES GROUP, INC.

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

BUILDINGS CONTEMPLATED FOR RENOVATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ORDINANCE NO. 08-06

AN ORDINANCE TO AMEND THAT CERTAIN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BETWEEN LEXINGTON COUNTY AND CALHOUN COUNTY DATED TO BE EFFECTIVE ON OR ABOUT DECEMBER 11, 1995 TO ADD SHAW TRACT.

WHEREAS, Lexington County previously entered into an Agreement for the Development of a Joint Industrial and Business Park dated to be effective on or about December 11, 1995, with Calhoun County (the "Agreement"); and

WHEREAS, the boundaries of the park created therein may be enlarged pursuant to ordinances of the respective County Councils of Lexington County and Calhoun County; and

WHEREAS, Shaw Industries Group, Inc. (the "Company") is planning to make a substantial investment (the "Project") on land described in the attachment to this Ordinance as the Shaw Tract, which is located in Lexington County; and

WHEREAS, it is anticipated that the Project will result in a total investment of approximately \$60,300,000.00, the creation of approximately 491 new full time jobs, and the promotion of the economic development of Lexington County; and

WHEREAS, the Company has requested that Lexington County and Calhoun County include the Shaw Tract in the Agreement in order to allow an enhanced jobs tax credit and to facilitate the granting of a special source revenue credit; and

WHEREAS, Lexington County benefits from having the Project located in one park in order to avoid confusion in the administration of multiple Park Agreements and has therefore agreed to include the Shaw Tract in the joint industrial and business park created by the Agreement (the "Park").

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

1. The Agreement is hereby and shall be amended to include the Shaw Tract, and the Chairman of the Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Agreement necessary to accomplish the within amendment and enlargement. To the extent that the Shaw Tract is included in any other joint industrial and business park agreement, it is removed and placed entirely within the joint industrial and business park referenced above.

2. This Ordinance shall amend, to the extent necessary, any other ordinances or resolutions of the Lexington County Council pertaining to the Park.

3. This Ordinance shall be effective after third and final reading thereof.

DONE in meeting duly assembled this ____ day of _____, 2008.

LEXINGTON COUNTY,
SOUTH CAROLINA

By: _____
Name: William C. Derrick
Its: Chairman of County Council

ATTEST:

By: _____
Name: Diana W. Burnett
Its: Clerk to County Council

EXHIBIT A
Legal Description
“The Shaw Tract”

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**AMENDMENT TO AGREEMENT FOR THE
DEVELOPMENT OF A JOINT INDUSTRIAL
AND BUSINESS PARK DATED TO BE
EFFECTIVE ON OR ABOUT DECEMBER 11,
1995 (Lexington and Calhoun Counties)**

**THIS AMENDMENT ENTERED INTO AS OF THE _____ DAY OF _____, 2008
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND CALHOUN COUNTY,
SOUTH CAROLINA.**

By authority of Ordinance No. _____ enacted by the County Council of Lexington County on _____, 2008 and ordinance no. _____ enacted by the County Council of Calhoun County on _____, 2008 for value received, Lexington County and Calhoun County hereby agree that: (i) the property described as the Shaw Tract in the exhibit attached is hereby added to and shall be deemed to be a part of Exhibit A to the Agreement for the Development of a Joint Industrial and Business Park between Lexington County and Calhoun County dated to be effective on or about December 11, 1995.

All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**LEXINGTON COUNTY,
SOUTH CAROLINA**

By: _____
Name: William C. Derrick
Its: Chairman of County Council

(SEAL)

ATTEST:

By: _____
Name: Diana W. Burnett
Its: Clerk to County Council

**CALHOUN COUNTY,
SOUTH CAROLINA**

By: _____
Name: David Summers
Its: Chairman of County Council

(SEAL)

ATTEST:

By: _____
Name: Donna R. Allread
Its: Clerk to Council

EXHIBIT A
Legal Description
“The Shaw Tract”

Exhibit "A"

All that certain piece, parcel or tract of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, containing 450.27 acres referenced as Parcel 1, also 2.20 acres referenced as Parcel 2, also 1.35 acres referenced as Parcel 3 and also .40 acres referenced as Parcel 4, as shown on plat by J. Donald Rawls, Jr., SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell International, Inc. and containing a total of 10 sheets, dated December 16, 2003, and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 8945, at page(s) 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 on January 5, 2004, also shown on plat by Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC and containing a total of 10 sheets, dated September 9, 2005 and last revised September 23, 2005 and being more particularly described by reference to said plat as follows:

LAND DESCRIPTION - PARCEL 1

Beginning at intersection of the Southern Right-of-Way of St. Andrews Road (S-32-38) and the Western Right-of-Way of C.N. AND L. Railroad at a 1/2" Rebar (o), this being the POINT OF BEGINNING 1 (P.O.B. 1); thence turning and running S 45°04'33" E along the Western Right-of-Way of C.N. AND L. Railroad for a distance of 1107.45 feet to a 5/8" Rebar w/ cap (o); thence turning and running along Property of Now or Formerly South Carolina Electric & Gas Co. for the following bearings and distances: S 20°20'18" W for a distance of 52.08 feet to a 1/2" Rebar (o); thence turning and running S 28°41'48" W for a distance of 147.52 feet to a 5/8" Rebar (o); thence turning and running S02°31'57" W for a distance of 152.89 feet to a 2" Pipe (o); thence turning and running S 35°17'49" E for a distance of 124.83 feet to a 2" Pipe (o); thence turning and running S 00°41'20" E for a distance of 129.37 feet to a 2" Pipe (o); thence turning and running S 27°52'02" W for a distance of 107.44 feet to a 2" Pipe (o); thence turning and running S 08°00'11" E for a distance of 118.31 feet to a 2" Pipe (o); thence turning and running S 44°31'50" E for a distance of 117.22 feet to a 2" Pipe (o); thence turning and running S 16°50'26" E for a distance of 139.85 feet to a 2" Pipe (o); thence turning and running S 09°09'23" W for a distance of 160.24 feet to a 2" Pipe (o); thence turning and running S 04°25'47" E for a distance of 128.23 feet to a 2" Pipe (o); thence turning and running S 08°14'21" W for a distance of 137.66 feet to a 2-1/2" Pipe (o); thence turning and running S 05°34'18" W for a distance of 129.73 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 06°26'11" E for a distance of 97.62 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 22°09'17" E for a distance of 97.23 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 14°02'10" E for a distance of 165.70 feet to a 1-1/2" Pinch top (o); thence turning and running S 00°51'25" W for a distance of 198.81 feet to a 1-1/2" Pinch top (o); thence turning and running along Property of Now or Formerly Pineglen Subdivision for the following bearings and distances: S 32°44'13" E for a distance of 103.15 feet to a 2-1/2" Pipe (o); thence turning and running S 36°44'49" E for a distance of 146.26 feet to a 2" Pipe (o); thence turning and running S 28°02'05" E for a distance of 198.12 feet to a 1-1/4" Pipe (o); thence turning and running S 45°31'21" E for a distance of 160.83 feet to a 1-1/4" Pinch top (o); thence turning and running S21°52'53"E for a distance of 179.03 feet to a 5/8" Rebar with cap (o); thence turning and running S 18°52'02" E for a distance of 189.55 feet to a 3" Pipe (o); thence turning and running along Property of Now or Formerly Pineglen Subdivision and Property of Now or Formerly Immo-Chapin Recreation Commission for the following bearings and distances: S 03°06'40" W for a distance of 173.17 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly of Immo-Chapin Recreation Commission, S 50°48'06" E for a distance of 346.45 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Immo-Chapin Recreation Commission, S 60°31'06" E for a distance of 242.55 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Immo-Chapin

Recreation Commission and the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°43'01" E for a distance of 1218.38 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co. S 14°00'35" E for a distance of 288.03 feet to a 2" Pipe (o); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°00'35" E for a distance of 18.00 feet to a 1/2" Rebar (o); thence turning and running along the High Water Mark of the Saluda River (A Navigable Waterway) for the following bearings and distances: N 77°24'44" W for a distance of 56.38 feet to a 1/2" Rebar (o); thence turning and running N74°11'49" W for a distance of 321.42 feet to a 1/2" Rebar (o); thence turning and running N 72°34'00" W for a distance of 98.05 feet to a 1/2" Rebar (o); thence turning and running N 69°59'00" W for a distance of 237.43 feet to a 1/2" Rebar (o); thence turning and running N34°02'42" W for a distance of 24.58 feet to a 1/2" Rebar (o); thence turning and running N 75°28'18" W for a distance of 71.73 feet to a 1/2" Rebar (o); thence turning and running N 88°15'52" W for a distance of 216.69 feet to a 1/2" Rebar (o) thence turning and running N 66°44'01" W for a distance of 167.18 feet to a 1/2" Rebar (o); thence turning and running N 71°10'07" W for a distance of 241.37 feet to a 1/2" Rebar (o); thence turning and running N 71°32'20" W for a distance of 285.71 feet to a 1/2" Rebar (o); thence turning and running N 72°48'55" W for a distance of 120.29 feet to a 1/2" Rebar (o); thence turning and running N 67°14'18" W for a distance of 79.78 feet to a 1/2" Rebar (o); thence turning and running N 71°22'01" W for a distance of 162.45 feet to a 1/2" Rebar (o); thence turning and running N 65°40'10" W for a distance of 194.23 feet to a 1/2" Rebar (o); thence turning and running N 67°02'30" W for a distance of 163.48 feet to a 1/2" Rebar (o); thence turning and running N 60°47'54" W for a distance of 358.58 feet to a 1/2" Rebar (o); thence turning and running N58°28'04" W for a distance of 221.83 feet to a 1/2" Rebar (o); thence turning and running N 55°32'11" W for a distance of 137.22 feet to a 1/2" Rebar (o); thence turning and running N 53°06'42" W for a distance of 313.62 feet to a 1/2" Rebar (o); thence turning and running N58°45'50" W for a distance of 40.45 feet to a 1/2" Rebar (o); thence turning and running N 65°57'29" W for a distance of 62.69 feet to a 1/2" Rebar (o); thence turning and running N 55°39'30" W for a distance of 168.97 feet to a 1/2" Rebar (o); thence turning and running N 51°53'12" W for a distance of 167.35 feet to a 1/2" Rebar (o); thence turning and running N 45°32'43" W for a distance of 210.49 feet to a 1/2" Rebar (o); thence turning and running N 38°33'45" W for a distance of 280.72 feet to a 1/2" Rebar (o); thence turning and running N 39°04'54" W for a distance of 220.95 feet to a 1/2" Rebar (o); thence turning and running N 36°02'36" W for a distance of 149.37 feet to a 1/2" Rebar (o); thence turning and running N 40°35'35" W for a distance of 132.44 feet to a 1/2" Rebar (o); thence turning and running N 37°09'39" W for a distance of 157.35 feet to a 1/2" Rebar (o); thence turning and running N 37°13'03" W for a distance of 235.64 feet to a 1/2" Rebar (o); thence turning and running N 39°52'45" W for a distance of 107.34 feet to a 1/2" Rebar (o); thence turning and running N 37°52'55" W for a distance of 134.75 feet to a 1/2" Rebar (o); thence turning and running N 34°06'20" W for a distance of 198.23 feet to a 1/2" Rebar (o); thence turning and running N 35°18'28" W for a distance of 227.01 feet to a 1/2" Rebar (o); thence turning and running N 40°01'45" W for a distance of 161.01 feet to a 1/2" Rebar (o); thence turning and running N 42°46'50" W for a distance of 137.81 feet to a 1/2" Rebar (o); thence turning and running N 36°38'41" W for a distance of 161.86 feet to a 1/2" Rebar (o); thence turning and running N 29°33'03" W for a distance of 121.16 feet to a 1/2" Rebar (o); thence turning and running N 43°08'11" W for a distance of 211.39 feet to a 1/2" Rebar (o); thence turning and running N 57°54'28" W for a distance of 50.71 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Inno Chapin Recreation Commission. for the following bearings and distances: N 19°57'03" E for a distance of 937.67 feet to a Conc. mon. (o); thence turning and running N 22°05'58" E for a distance of 332.10 feet to a Conc. mon (o); thence turning and running N 73°15'47" W for a distance of 571.84 feet to a Conc. mon. (o); thence turning and running N 14°22'37" E for a distance of 708.49 feet to a Conc. mon. (o); thence turning and running along the property now or formerly BC Components, Inc. N 13°24'26" E for a distance of

636.33 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, S 76°29'13" E for a distance of 47.54 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, N 37°14'28" E for a distance of 643.48 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District and the Property of Now or Formerly HR Developers, LLC, in a curved line of length 271.85' feet (curve of radius 693.30 feet, chord bearing of N 44°46'08" E, chord distance of 269.28 feet) to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC in a curved line of length 208.86' feet (curve of radius 1519.40 feet, chord bearing of N 65°32'59" E, chord distance of 208.70 feet) to a ½" Rebar (o); thence turning and running along the Property Now or Formerly HR Developers, LLC, in a curved line of length 167.98' feet (curve of radius 347.20 feet, chord bearing of N 59°17'07" E, chord distance of 166.35 feet) to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC, N 47°22'43" E for a distance of 60.31 feet to an "X" on conc. (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 42°37'35" E for a distance of 50.02 feet to a "X" on conc. (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) S 42°41'28" E for a distance of 2066.67 feet to a 5/8" Rebar w/ cap (o) thence turning and running along the Southern Right of Way of St. Andrews Road (S-32-36) in a curved line of length 298.73' feet (curve of radius 612.96 feet, chord bearing of S 56°32'33" E, chord distance of 293.84 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 184.94' feet (curve of radius 605.98 feet, chord bearing of S 76°21'20" E, chord distance of 184.22 feet) to a ½" Rebar (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 85°08'00" E for a distance of 19.08 feet to a ½" Rebar (o), the POINT OF BEGINNING 1 (P.O.B.1).

LAND DESCRIPTION – PARCEL 2

Beginning at intersection of the Southern Right-of-Way of St. Andrews Road (S-32-36) and the Eastern Right-of-Way of C.N. AND L. Railroad at a ½" Rebar (o), this being the POINT OF BEGINNING 2 (P.O.B. 2); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 200.59 feet (curve of radius 1876.86 feet, chord bearing of S 79°45'39" E, chord distance of 200.50 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 229.28 feet (curve of radius 1869.88 feet, chord bearing of S 71°43'25" E, chord distance of 229.14 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 88°10'49" E for a distance of 154.90 feet to a ½" Rebar (o); thence turning and running along the Property of Now or Formerly Michael J. Mungo & M. J. Mungo Co. Inc., S 21°49'56" W for a distance of 301.80 feet to a 3" Pipe (o); thence turning and running along the Eastern Right-of-Way of C.N. AND L. Railroad, N 45°04'43" W for a distance of 630.51 feet to a ½" Rebar (o), the POINT OF BEGINNING 2 (P.O.B. 2).

LAND DESCRIPTION – PARCEL 3

Beginning at intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 3 (P.O.B. 3); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 832.98 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, N 25°43'35" E for a

distance of 69.46 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad S 44°45'13" E for a distance of 115.63 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad, S 45°04'17" E for a distance of 737.37 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 3 (P.O.B. 3).

LAND DESCRIPTION – PARCEL 4

Beginning at Intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 532.98 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°40'07" W for a distance of 255.85 feet to a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 4 (P.O.B. 4); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'30" W for a distance of 647.12 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°57'24" E for a distance of 33.18 feet to a 2" Pipe (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°55'00" E for a distance of 398.11 feet to a 3" Pipe (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, S 28°58'29" E for a distance of 227.77 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 4 (P.O.B. 4).

LESS AND EXCEPT All improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, being shown and designated as ZIP IV C & D Building on a plat prepared for AlliedSignal Corporation-Fibers Division by Survey & Mapping Services, Inc., dated June 12, 1997, and recorded in the Office of Lexington County ROD in Record Book 4255, Page 261.

Also being shown and designated as ZIP IV C & D Building on a plat prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005 and being more particularly described by reference to said plat as follows: Beginning at the northwestern part of the property where a certain 50 foot SCE&G Gasoline Right of Way delineated as a gasoline right of way crosses St. Andrews Road.; then proceeding approximately 275 feet South of St. Andrews Road where the ZIP IV C & D Building is designated. The western portion of the building is located within the 50 foot SCE & G Right of Way and the eastern side of the building is bordered by the Party Wall Easements, all as more specifically designated in the above referenced survey.

Together with a leasehold estate in the building and improvements shown as the "New Zip IV C&D Building" on a plat dated June 12, 1997 by Survey & Mapping Services of South Carolina, Inc. recorded in book 4255 at Page 261 and being more particularly shown on Sheet 9 of a plat by J. Donald Rawls, Jr. SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005.

Said building and improvements having been leased by Lexington County, south Carolina, to Allied signal, Inc. by Lease Agreement, a memorandum of Lease Agreement dated July 22, 1997 recorded in Book 4255 at Page 263, thereby assigned by that certain Assignment of Certain Interests of Honeywell International Inc. in Fiat Lease Agreement, Inducement Agreement and Millage Rate Agreement and Memorandum of Lease Agreement to Honeywell

Nylon Inc. dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at Page 60 and thereby amended by that certain Amendment to Memorandum of Lease Agreement dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at page 69 in the Office of the Lexington County Register of Deeds and thereby amended by that certain Second Amendment to Memorandum of Lease Agreement and consent, dated June 30, 2004 in Book 9542, Page 247 in the Office of the Lexington County Register of Deeds and thereby amended by that Amendment to, and Assignment of certain interests of Honeywell Nylon LLC in, the FILOT Lease Agreement, Inducement Agreement and Millage Rate Agreement, and Memorandum of Lease Agreement, dated October 29, 2005 and recorded October 31, 2005 in Book 10585, Page 207 in the Office of Lexington County Register of Deeds.

LEXINGTON COUNTY, SOUTH CAROLINA

ORDINANCE 08-07

AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.

April 4, 2008

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AN ORDINANCE

AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO (the "*Ordinance*").

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings. The County Council (the "*County Council*") of Lexington County, South Carolina (the "*County*"), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "*Constitution*"), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the "*Bonded Debt Limit*").

(b) Pursuant to Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended (the same being and hereinafter referred to as the "*County Bond Act*"), the governing body of any of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such County's applicable constitutional limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held with results favorable thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, (the "*Article X Enabling Act*") provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) In accordance with the provisions of the County Bond Act, as amended by the provisions of the Article X Enabling Act, the County issued its original principal amount

\$7,400,000 General Obligation Bonds, Series 1995 (the “*Series 1995 Bonds*”). In order to effect interest cost savings, the County advance refunded the Series 1995 Bonds by the issuance and delivery of the \$8,070,000 General Obligation Bonds, Series 1998 (the “*Series 1998 Bonds*”) and depositing the proceeds received therefrom in an irrevocable escrow, the maturing receipts of the principal and interest of which paid the principal, interest and redemption premium of the Series 1995 Bonds through and including the first redemption date of the Series 1995 Bonds which was February 1, 2003.

(e) Title 11, Chapter 15, Article 5 of the Code of Laws of South Carolina, 1976, as amended (the “*Refunding Act*”) provides that the governing body of any issuer, including any county, may issue refunding bonds to such extent as such issuer shall be indebted by way of principal, interest and redemption premium upon any outstanding general obligation bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time (the “*Required Redemption Amount*”), but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption.

(f) Under present market conditions, the County has determined that it will achieve interest cost savings by the issuance of refunding bonds and using the proceeds therefrom to redeem the outstanding 1998 Bonds, which mature on the first day of February in the years 2009 through 2015 and which have an aggregate outstanding principal amount of \$5,040,000;

(g) The County has further determined to provide, at this time, improvements to the County’s existing library facilities (the “*Improvements*”) in such sum when added to the Required Redemption Amount of the 1998 Bonds will together equal the principal of a borrowing that produces debt service payments that substantially equal those on the Series 1998 Bonds.

(h) The assessed value of the County for 2006, which is the last completed assessment thereof, is a sum not less than \$893,983,244, which produces for the County a Bonded Debt Limit of \$72,518,660. The present outstanding principal amount of general obligation debt of the County, including the Series 1998 Bonds, is the sum of \$46,420,000 and thus the County may issue additional general obligation debt, in the principal sum of \$26,098,660 without a referendum. Under the decision of the South Carolina Supreme Court in *Williams v. Rock Hill*, 177 S.C. 82, 180 S.E. 799 (1935), debt issued by the County for the purpose of refunding general obligation debt, and thus reducing the annual debt service payments of the refunded debt, does not create additional debt subject to the Bonded Debt Limit. However, the sum borrowed by the County in order to defray the costs of the Improvements does count against the Bonded Debt Limit. At the closing of the refunding and improvement bonds issued pursuant to the provisions of this Ordinance, the Finance Director shall certify as to the principal sum used to effect the redemption of the Series 1998 Bonds as well as the principal sum issued to defray the cost of the Improvements.

(i) It is in the best interest of the County for the County Council to authorize and provide for the issuance and sale of refunding and improvement general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina for the purposes of refunding the 1998 Bonds and issuing new money to defray the cost of the Improvements.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bonds (the “**Bonds**”) of the County in such amount, not exceeding \$5,900,000, to provide (i) the Required Redemption Amount of the 1998 Bonds, (ii) funds to pay the costs associated with building the Improvements, and (iii) funds to pay all costs of issuance. The actual amount of the Bonds to be issued hereunder shall be determined by the “**County Administrator**” and “**Finance Director**” of the County, as to the particular maturities of the 1998 Bonds to be redeemed and after taking into account the amount in the sinking fund with respect to the 1998 Bonds and other amounts available for the payment thereof.

The Bonds will be issued in fully registered form registered in the name of the purchaser thereof or under a book-entry only system, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York, which in such instance will act as securities depository for the Bonds. The Bonds shall be dated as of the first day of the month in which the Bonds are delivered to the initial purchaser(s) thereof or such other date as shall be selected by the Finance Director and County Administrator; shall be in such denominations as determined by the Finance Director and County Administrator; shall bear interest from date as may be accepted by the Finance Director and County Administrator at the time of the sale thereof; and shall mature in such principal installments as the Finance Director and County Administrator may determine if issued as a single bond or serially in successive annual installments as determined by the Finance Director and County Administrator if issued in the form of serial bonds.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator and Finance Director. The Council hereby expressly delegates to the County Administrator and the Finance Director the authority, with respect to the Bonds, to determine: (a) the date of sale, the date of issuance, the maturity schedule and interest payment dates of the Bonds; (b) the redemption provisions, if any, for the Bonds; (c) whether to use bond insurance with respect to the Bonds, and if so, make appropriate arrangements therefor; (d) whether to employ a financial advisor, upon the advice of bond counsel, in connection with the issuance of the Bonds; (e) whether to award the Bonds on a net interest cost or true interest cost basis; (f)

whether the Bonds will be designated as “qualified tax-exempt obligations”; (g) whether to utilize the provisions of Section 11-27-40(8) with respect to this Ordinance; and (h) such other matters regarding the Bonds as are necessary or appropriate. In making such determinations, the Finance Director and County Administrator are directed to take into account the amounts available in the County's debt service fund and to minimize increases and changes in the millage rates of taxes levied for the payment of the Bonds. The County Council may, by resolution, authorize the Finance Director and the County Administrator to alter any of the conditions specified above or elsewhere herein.

The County Administrator is hereby authorized and directed to conduct the sale of the Bonds pursuant to the provisions of Section 14 hereof. The County Council hereby expressly delegates to the County Administrator the authority to award the sale of any Bonds in accordance with the notice of sale set forth in Section 14.

SECTION 4. Public Hearing. Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such hearing shall be given in accordance with the provisions of Section 4-9-130 or Section 15-29-40 of the Code of Laws of South Carolina, 1976, as amended. The notice shall be in the form approved by the County Administrator and Finance Director.

SECTION 5. Registrar/Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. If the Bonds are issued in the form of a single bond or held in book-entry only form, the Lexington County, South Carolina Treasurer's Office or the Finance Director shall serve as the Registrar/Paying Agent for the Bonds (the “***Registrar/Paying Agent***”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein and initially held in a book-entry system and subsequently such system is discontinued.

SECTION 6. Registration and Transfer. The County shall cause books (herein referred to as the “***Registry Books***”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such Registry Books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the

Registrar/Paying Agent, on behalf of the County, shall issue, in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as is the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person, in whose name any fully registered Bond shall be registered upon the registry books, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the period beginning on the day after the 15th calendar day of the month next preceding an interest payment date on such Bonds and ending on such interest payment date.

SECTION 7. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the 15th day of the calendar month next preceding an interest payment date on such Bonds or, in the case of any proposed redemption of Bonds, such record date shall not be more than 15 days prior to the mailing of notice of redemption of Bonds.

SECTION 8. Lost, Stolen, Destroyed or Defaced Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the

identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 9. Book-Entry Only System.

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. If held under a book-entry system, the initial securities depository for the Bonds will be The Depository Trust Company (“*DTC*”), New York, New York. *DTC* and any-successor securities depositories are hereinafter referred to as the “*Securities Depository*” and “*Securities Depository Nominees*” respectively.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of: (i) paying the principal, interest, and premium, if any, on such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Bondholders under this ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of such Bonds.

(d) The County shall pay all principal, interest and premium, if any, on Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent, which shall authenticate, register and deliver

physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holders of Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holders of Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 10. Execution of Bonds. The Bonds shall be executed in the name of the County, with the manual or facsimile signature of the Chairman of the County Council attested to by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County, which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 11. Form of Bonds. The Bonds shall be in substantially the following form:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
REFUNDING AND IMPROVEMENT
GENERAL OBLIGATION BOND, SERIES 2008
OF LEXINGTON COUNTY

No. R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that Lexington County, South Carolina (the “**County**”), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this bond at the principal office of The Office of the Lexington County Treasurer in Lexington, South Carolina (the “**Registrar/Paying Agent**”), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County's obligation with respect to the payment of such principal sum shall be discharged. Interest on this bond is payable semiannually on _____ and _____ of each year commencing _____, until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.

This bond is one of an issue of bonds (the “**Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 Code of Laws of South Carolina, 1976, as amended, Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 15, Code of Laws of South Carolina, 1976, as amended;

Title 11 Chapter 21, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Lexington County Council on _____ (the "Ordinance").

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal and interest on this bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.

[INSERT REDEMPTION PROVISIONS, IF ANY]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual signature of the Chairman of the County Council, attested by the manual signature of the County Administrator and the seal of the County impressed, imprinted or reproduced hereon.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman, County Council
Lexington County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Lexington County, South Carolina

[FORM OF PAYING AGENT/REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication: _____

This bond is one of the Bonds described in the within mentioned the Ordinance of Lexington County, South Carolina dated _____.

OFFICE OF THE LEXINGTON COUNTY TREASURER
as Registrar/Paying Agent

By: _____
James R. Eckstrom, Treasurer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

under Uniform Gifts to Minors
Act _____
(state)

Additional abbreviations may also be used though not in above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

_____ the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by participant in the Securities Transfer Medallions Program (STAMP))

Notice: The signature to the assignment a must correspond with the name of the Agent registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving legal opinions to be rendered shall be attached to each bond and preceding the same a certificate shall appear which shall be signed on behalf of the County with a facsimile signature of the Clerk to County Council. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is the true and correct copy of the final legal opinion (except for date and letterhead) of Pope Zeigler, LLC. Columbia. South Carolina approving the issue of Bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds, and copies of which are on file with Lexington County, South Carolina.

By: _____
Clerk to County Council
Lexington County, South Carolina

SECTION 12. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of Lexington County and collected by the Treasurer of Lexington County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Auditor and Treasurer of Lexington County, South Carolina, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 13. Exemption from Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 14. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale and a summary of the notice of sale shall be published not less than 7 days prior to the date fixed for sale, in a newspaper having general circulation in the State of South Carolina and, if deemed appropriate by the County Administrator, in a financial publication published in the City of New York, State of New York. The official Notice of Sale shall be distributed simultaneously with the distribution of the Preliminary Official Statement, if such Preliminary Official Statement is deemed necessary by the County Administrator, prepared in connection, with the Bonds, and shall be in substantially the following form:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOTICE OF SALE
\$_____ * REFUNDING AND IMPROVEMENT
GENERAL OBLIGATION BONDS, SERIES 2008
OF LEXINGTON COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals will be received by Lexington County, South Carolina (the “**County**”), by and through the County Council of Lexington County, South Carolina (the “County Council”), which will hold a public hearing in the Dorothy K. Black chambers, which are located on the 2nd floor of its offices at 212 South Lake Drive, Lexington, South Carolina 29072, until 12:00 noon, South Carolina time, on _____, at which time said proposals will be publicly opened for the purchase of \$_____ Refunding and Improvement General Obligation Bonds, Series 2008 of Lexington County, South Carolina (the “**Bonds**”). Proposals may be delivered by hand or by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Proposals delivered by facsimile transmission should be directed to _____.

Bonds: The Bonds will be issued initially as fully registered bonds in DTC Book-Entry Only form; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; will be dated as of _____; will be numbered from R-1 upward; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

(_____) <u>Year</u>	Principal <u>Amount*</u>	(_____) <u>Year</u>	Principal <u>Amount*</u>
2009		2013	
2010		2014	
2011		2015	
2012			

* Preliminary, subject to adjustment as set forth in “Award of Bonds; Adjustment.”

The Bonds will bear interest from the date thereof payable on each _____ and _____ beginning on _____, until they mature.

Bank Interest Deduction Eligible: The Bonds have been designated as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986 as amended (the “**Code**”).

Redemption: The Bonds maturing on or prior to _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, shall be subject to redemption at the option of the County on or after _____, as a whole or in part at any time, and if in part in such order of maturities selected by the County, at a redemption price

with respect to each Bond, equal to the principal amount of the Bonds to be redeemed together with the interest accrued thereon to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected in accordance with the procedures of DTC or a successor securities depository or, if the Bonds are no longer in book-entry only form, then by lot by the Registrar/Paying Agent. In the event the Bonds or any portion thereof, shall be called for redemption, notice of the redemption hereof, describing the Bonds and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first class mail, postage prepaid, to the registered owners thereof not less than 30 days and not more than 60 days prior to the redemption date at such registered owners' addresses as they appear upon the registration books of the County. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption thereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment therefor shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice. The Bonds are subject to redemption prior to their stated maturities.

Registrar/Paying Agent; Book-Entry Only Form: The Bonds will be issued in DTC Book-Entry Only form. So long as the Bonds remain in Book-Entry Only form, the Treasurer of Lexington County, South Carolina, shall serve as Registrar/Paying Agent. All payments of principal and interest with respect to the Bonds shall be made through the facilities of DTC.

Bid Requirements: A bid for less than all the Bonds, or a bid at a price less than par or for more than \$_____ over par, will not be considered. Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bonds; Adjustment: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest interest cost to the County, such interest cost to be determined in accordance with the true interest cost (TIC) method. True interest cost is defined as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, excluding accrued interest, on the dated date of the Bonds. In the case of a tie, the winning bid will be awarded by lot. The County reserves the right to adjust the principal amount of any maturity of the Bonds by as much as 5% of each maturity as required to effect the refunding and to properly size the Bonds. ***In order to effect such adjustments all bidders for the Bonds are required to provide reoffering information on the date of sale.*** If adjustments are necessary, the County will make a preliminary award of the bid and notify the bidder of the adjustments not later than 2:00 p.m. on the sale date, and the bidder shall provide the County with final reoffering information not later than 3:30 p.m. on the sale date. The County reserves the right to reject any and all bids or to waive irregularities in any bid. The County will award the sale of the Bonds and notify the successful bidder(s) not later than 4:00 p.m. on the sale date.

Bid Form: Each proposal should be marked “Proposal for \$_____ Refunding and Improvement General Obligation Bonds, Series 2008 of Lexington County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Good Faith Check or Surety Bond: Each proposal shall be accompanied by a certified check or cashier's check drawn upon an incorporated bank or trust company in the amount of \$_____ payable unconditionally to the Treasurer of Lexington County. The check of the successful bidder shall be applied as partial payment for the Bonds or to secure the County for any loss due to the failure of such bidder to comply with the terms of his bid. Checks of unsuccessful bidders will be returned promptly. No interest will be allowed on the good faith check. In lieu of providing a good faith check, any bidder may use a Financial Surety Bond payable to the order of the Lexington County Treasurer in the amount of \$_____. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of South Carolina and such surety bond must be submitted to the County prior to the opening of the bids. The Financial Surety Bond must identify the bidder whose requirement to supply a good faith check is guaranteed by such Financial Surety Bond and the bond issue for which the Financial Surety Bond is to be used. If the issue is awarded to a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its good faith check to the County in the form of a cashier's check or wire transfer such amount as instructed by the County or its Financial Advisor not later than 3:30 p.m. Eastern Standard Time on the next business day following the award. If such good faith check amount is not received by that time, the Financial Surety Bond will be drawn upon by the County to satisfy the good faith check requirement.

Purpose: The Bonds are issued for the purpose of providing for the refunding of the County's General Obligation Bonds, Series 1998, defraying the costs of certain library improvements in the County and paying the costs of issuance of the Bonds.

Security: The Bonds shall constitute binding general obligations of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Official Statement: The preliminary Official Statement dated _____ has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The County will furnish the successful bidder with a sufficient number of copies of the final Official Statement in order to allow the bidder to comply with the Rule, without charge, within seven working days of the acceptance of a bid for the Bonds.

Continuing Disclosure: In order to assist bidders in complying with SEC Rule 15c2-12, the County will undertake, pursuant to the ordinance authorizing the issuance of the Bonds and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

Closing: The County Council shall furnish upon delivery of the Bonds the final approving opinion of Pope Zeigler, LLC, Bond Counsel, Columbia, South Carolina, which opinion shall be attached to each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and the Continuing Disclosure Certificate.

Certificate as to Issue Price: The successful bidder for the Bonds must provide a certificate to the County not later than the business day immediately following the sale date, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel.

Delivery: The Bonds will be delivered to The Depository Trust Company, New York, New York, within 30 days of the date of sale, at the expense of the County. The balance of the purchase price then due (including the amount of accrued interest) must be paid in Federal funds or other immediately available funds. The County expects to effect delivery on or about _____.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to obtaining the CUSIP identification numbers and printing them on the Bonds shall be paid for by the County.

Additional Information: Persons seeking information should communicate with Larry M. Porth; Lexington County Finance Director; 212 South Lake Drive; Lexington, South Carolina 29072 (telephone (803) 359-8105); or Margaret C. Pope, Esq.; Pope Zeigler; 1411 Gervais Street, Columbia, South Carolina 29201 (telephone (803) 354-4900).

[End of Form]

In lieu of publishing the foregoing notice in its entirety, the Finance Director and the County Administrator may elect to publish an abbreviated form of notice and provide the full text of the foregoing notice only to those persons who request the same or who are identified as prospective bidders for the Bonds.

SECTION 15. Deposit and Use of Proceeds; Authorization to Redeem Series 1998 Bonds. The proceeds derived from the sale of the Bonds are to be used to provide for certain costs of issuance related thereto, and shall otherwise be applied by the County solely to the purposes for which the Bonds are being issued, except that the premium, if any, shall be placed in a sinking fund and the accrued interest, if any, shall be used to discharge in part the first interest to become due on the Bonds.

The County Administrator is authorized to provide for the notice of redemption, in such manner, form and time as required by the proceedings authorizing the issuance of the Series 1998 Bonds. The County Administrator is further authorized to effect the redemption of the Series 1998 Bonds and together with the Finance Director to invest the proceeds of the Bonds pending the use thereof for the purposes provided herein.

SECTION 16. Preliminary and Final Official Statement. In the event a Preliminary and Final Official Statement is required, the County Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Defeasance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

(i) If a bank or other financial institution (the “*Escrow Agent*”) shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on the Bonds and prior to the maturity date or dates of the Bonds, or, if the County shall elect to redeem the Bonds prior to their stated maturities. and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the Bonds herein, on and prior to the redemption date or dates of the Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the owners of Bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 17(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified

mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 17 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 18. Tax and Securities Laws Covenants

(a) The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds.” as defined in the Internal Revenue Code of 1986 as amended (the “Code”), and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bonds are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038 at the time and in the place required therefor under the Code.

(d) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate, executed by the Chairman of the Council and dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, which requires, among other things, that the County file with a nationally recognized municipal securities information repository, a copy of its annual independent audit within 30 days of its receipt and acceptance and event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

SECTION 19. Notice Pursuant to Section 11-27-40, paragraph 8 of the Code of Laws of South Carolina, 1976. In order that the Council may proceed as soon as possible to issue and deliver the Bonds authorized hereby, the County Administrator, together with the Finance Director, may determine that the County avail itself of the provisions of paragraph 8 of Section

11-27-40 of the Code. If such determination is made, the notice prescribed thereby shall be substantially as set forth in the form provided below:

[FORM OF NOTICE]

NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED: “AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.”

Notice is hereby given that on _____, the Lexington County Council adopted an ordinance entitled: “AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF REFUNDING AND IMPROVEMENT GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR AND FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF, AND OTHER MATTERS RELATING THERETO.”

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina 1976, notice of intention to seek such a referendum signed by not less than five qualified electors be filed with the Clerk of Court for Lexington County, and with the Clerk of the Lexington County Council, within twenty days from the date of publication of this Notice.

By order of the Lexington County Council, this ____th day of _____, 2008.

Chairman, Lexington County Council
Lexington County, South Carolina

SECTION 20. Retention of Financial Advisor and Other Suppliers. The County Council hereby authorizes the County Administrator and Finance Director, if, upon the advice of bond counsel, they deems it necessary to retain a Finance Advisor to advise bond counsel and the County in connection with the issuance of the Bonds.

The County Council hereby further authorizes the County Administrator to enter into such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bonds as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however. the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bonds or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 21. Authorization to Execute Documents. The County Council hereby authorizes the Chairman, Clerk of County Council, the Finance Director and the County Administrator to execute such documents and instruments as may be necessary to effect the issuance of the Bonds.

SECTION 22. General Repealer. All rules, regulations, resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

LEXINGTON COUNTY, SOUTH CAROUNA

Chairman, Lexington County Council
Lexington County, South Carolina

(SEAL):

ATTEST:

Clerk to Lexington County Council
Lexington County, South Carolina

ORDINANCE 08-08

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

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

Section 1. Findings. Since the adoption of the annual budget for the Fiscal Year 2007-2008, County Council has determined that additional funding needs to be appropriated to meet certain needs of the County in order to purchase certain property needed by Lexington County.

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

County Council hereby makes a supplemental appropriation of funds in an amount of Three Hundred Thousand and no/100 (\$300,000.00) Dollars for the purpose of purchasing certain property needed by Lexington County.

Enacted this _____ day of _____, 2008.

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:

COMMITTEE REPORT

RE: Highway Safety DUI Enforcement Grant Application

DATE: March 14, 2008

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, March 11, 2008, to review the request from the Sheriff's Department for the Highway Safety DUI Enforcement Grant Application.

Colonel Allen Paavel, Sheriff's Department, presented a request to apply for the Lexington County Highway Safety DUI Enforcement Grant through the Department of Public Safety. The grant is in the amount of \$230,301 with a 25% County match of \$57,575. The grant request includes three officers. The Sheriff's Department has appropriated this amount in their FY 08/09 budget. The grant must be applied for annually. There are no requirements at the end of the grant. The funding for this grant is on a declining scale as follows:

FY 07/08 – 80%/20%

FY 08/09 – 75%/25%

FY 09/10 – 50%/50%

FY 10/11 – 100% of the cost will be the County's responsibility

The Highway Safety DUI Enforcement Unit was created to combine resources to have a positive effect on collisions, injuries, and arrest rates of traffic and DUI violations. By consolidating the resources and expanding knowledge and skills to perform DUI traffic enforcement, the quality of enforcing the traffic laws will result in an effort to reduce severe and fatal traffic collisions. The Unit will afford the citizens of Lexington County and the surrounding areas the effective discovery, documentation, and judicial prosecution of DUI cases.

The Justice Committee voted unanimously to recommend that Council approve staff's request to move forward with the Lexington County Highway Safety DUI Enforcement Grant Application.

COMMITTEE REPORT

RE: School District Four "C" Fund Request

DATE: March 14, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, March 11, 2008, to review the School District Four "C" fund request.

Mr. John Fecht, Public Works Director, presented a letter from Lexington County School District Four, Gaston-Swansea. The school has requested the allocation of "C" funds to provide turning lanes at the entrance to Swansea Primary School located at 1195 I.W. Hutto Road in Swansea. The addition of a turning lane to the school would address safety concerns that parents are expressing when they are forced to line up in the I.W. Hutto roadway. Public Works has budgeted \$75,000 for School Road Projects for FY 07-08 and has not received any school requests this year. Staff recommends approving the \$75,000 for School District Four.

The Public Works Committee voted to recommend that full Council approve the School District Four "C" fund request.

C O M M I T T E E R E P O R T

RE: Town of Springdale “C” Fund Request

DATE: March 14, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, March 11, 2008, to review the Town of Springdale “C” Fund request.

Mr. John Fechtel, Public Works Director, presented a letter from the Town of Springdale. The Town has requested the allocation of “C” funds in the amount of \$36,250 for the Town’s Platt Springs Road Enhancement Project (Phase II) - Pedestrian Lighting project. This project has been approved by SCDOT. The total proposed cost of the project is \$181,250 with 80% funded through SCDOT’s Transportation Enhancement Program. The Town is seeking funding assistance to meet the 20% local match requirement of \$36,250.

Public Works has \$215,000 available in their Special Projects “C” Fund unclassified account. Staff recommends approval of this request.

The Public Works Committee voted to recommend that full Council approve the Town of Springdale “C” Fund request.

ORDINANCE #08-01

AN ORDINANCE AMENDING THE LEXINGTON COUNTY BUILDING CODE ORDINANCE

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

Amendments to the Building Code Ordinance are to be considered that would update the restrictions contained therein. The revised Ordinance also amends various sections to more closely match the wording of the International Building Code and incorporates references to certain state laws.

This Ordinance shall be effective from the date that it is approved.

Enacted this ____ day of _____, 2008.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

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

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 08-02

AN ORDINANCE APPROVING CONTRACTS FOR THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO THE LEXINGTON COUNTY HEALTH SERVICES DISTRICT.

WHEREAS, the County of Lexington (hereinafter “the County”) is the owner of certain property located in the County of Lexington; and

WHEREAS, the Lexington County Health Services District desires to purchase 2.32 acres as described on its Contract of Sale, .53 acre as described on its Contract of Sale, and 20.67 acres less and except .27 acre and a 30’ by 30’ area as described on its Contract of Sale;

WHEREAS, the County has no need for the existing property; and

WHEREAS, the County of Lexington deems it to be in the public’s best interest to sell the subject property as set forth in the Contracts attached hereto and incorporated herein;

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

Section 1. The Lexington County Council hereby approves the Contracts of Sale attached hereto and incorporated herein as Exhibits A, B, and C and the conveyance of the property described therein to the Lexington County Health Services District.

Section 2. The Chairman of the Lexington County Council and County Administrator are authorized and directed to execute and deliver Deeds and any other closing documents necessary to complete the sale of the property described in the Contracts of Sale attached hereto as Exhibits A, B, and C to the Lexington County Health Services District.

Enacted this _____ day of _____, 2008.

William C. Derrick, Chairman

ATTEST:

_____, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____