

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, April 22, 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.**

2:15 p.m. - 2:45 p.m. - Economic Development

- (1) Project Stewart - Economic Development - Mark Simmons, Executive Vice President, Central SC Alliance **A**
- (2) Approval of Minutes - Meeting of March 11, 2008 **B**
- (3) Old Business/New Business
- (4) Adjournment

2:45 p.m. - 3:10 p.m. - Planning & Administration

- (1) Invitation to Participate in the County's CDBG and HOME Programs and Intergovernmental Cooperative Agreement with the Town of Batesburg-Leesville - Community Development - Ronald Scott, Director **C**
- (2) Volunteer Firefighters Recruiting Update (Goals 1,2,3) - Human Resources - Lori Adler, Director and Michael Robbins, Recruiter **D**
- (3) Approval of Minutes - March 11, 2008 **E**
- (4) Old Business/New Business - Landscape Ordinance, Land Use Growth
- (5) Adjournment

3:10 p.m. - 3:25 p.m. - Justice

- (1) Bulletproof Vest Partnership Program Grant Application - Sheriff's Department - Col. Allan Paavel **F**
- (2) State Criminal Alien Assistance Program (SCAAP) Grant Application - Sheriff's Department - Col. Allan Paavel **G**
- (3) Violence Against Women Act (VAWA) Grant Application - Sheriff's Department - Col. Allan Paavel **H**
- (4) Approval of Minutes - March 11, 2008 **I**
- (5) Old Business/New Business - City of Columbia Bond Court Cases
- (6) Adjournment

3:25 p.m. - 3:30 p.m. - Health & Human Services

- (1) Approval of Minutes - March 11, 2008 **J**
- (2) Old Business/New Business
- (3) Adjournment

3:30 p.m. - 3:35 p.m. - Public Works

- (1) Approval of Minutes - March 11, 2008 **K**
- (2) Old Business/New Business - Policy for Skip Paving, Road Right-of-Way Issues, Traffic Congestion
- (3) Adjournment

3:35 p.m. - 3:45 p.m. - Airport

- (1) Crack Sealant Project Grant Application (Goal 3) - Jim Starling, Engineering Associate II..... **L**
- (2) Approval of Minutes - March 11, 2008 **M**
- (3) Old Business/New Business
- (4) Adjournment

3:45 p.m. - 3:50 p.m. - Solid Waste

- (1) Approval of Minutes - Meeting of March 11, 2008 **N**
- (2) Old Business/New Business - Solid Waste Funding
- (3) Adjournment

3:50 p.m. - 4:15 p.m. - Committee of the Whole

- (1) LRADAC - Information Update on Available Services - LRADAC - Debbie Francis, Esq., President and CEO
- (2) Approval of Minutes - Meeting of March 11, 2008 **O**
- (3) Old Business/New Business
- (4) Adjournment

Economic Development

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

Justice

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

Public Works

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

Solid Waste

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

Planning & Administration

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

Health & Human Services

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

Airport

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, April 22, 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

(1) Employee of the 1st Quarter 2008

Presentation of FY 2008-2009 Recommended Budgets - Finance - Larry Porth, Director

Resolutions..... P

(1) Andrea Lauren Bickley

(2) Leon A. Love

Appointments Q

Bids/Purchases/RFPs

(1) Bird Deterrent System - Building Services **R**

(2) One (1) Tape Drive - Information Services..... **S**

(3) EMS Supplies - Public Safety/EMS **T**

(4) Fifteen (15) EZ-IO Needle Devices - Public Safety/EMS **U**

(5) Three (3) 800 MHZ Radios with Accessories - Public Safety/EMS..... **V**

(6) Five (5) Body Wire Kits and Accessories - Sheriff's Department..... **W**

Approval of Minutes - Meetings of March 11 and March 25, 2008.....**X**

Zoning Amendment

(1) Zoning Map Amendment M08-03 - Announcement of 1st Reading **Y**

Ordinances

(1) Ordinance 08-04 - An Ordinance Approving the Transfer of 3.42 Acres from the County of Lexington to Do-It-Best Corp - 3rd and Final Reading **Z**

(2) 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 - 3rd and Final Reading..... **1**

(3) 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 - 3rd and Final Reading..... **2**

(4) Ordinance 08-10 - An Ordinance Adopting an Annual Budget for Fiscal Year 2008-09 - 1st Reading by Title

Committee Reports

Economic Development, S. Davis, Chairman

(1) Review of the Economic Development Strategic Plan **3**

Planning & Administration, J. Jeffcoat, Chairman

(1) 2008-09 CDBG and HOME Annual Action Plan (HUD)..... **4**

(2) Invitation to Participate in the County’s CDBG and HOME Programs and Inter-governmental Cooperative Agreement with the Town of Batesburg-Leesville - **Tab C**

Justice, B. Banning, Chairman

(1) Bulletproof Vest Partnership Program Grant Application - **Tab F**

(2) State Criminal Alien Assistance Program (SCAAP) Grant Application - **Tab G**

Public Works, D. Summers, Chairman

(1) \$750,000 Pilot Program - Alternative Road Paving Candidates **5**

6:00 P.M. - Public Hearing

(1) Ordinance 08-08 - An Ordinance Adopting a Supplemental Appropriation for Fiscal Year
2007-2008.....6

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

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



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: April 15, 2008

RE: Invitation to Participate in the County's CDBG and HOME Programs and
Intergovernmental Cooperative Agreement with the Town of Batesburg-Leesville

The Town of Batesburg-Leesville has requested an invitation to participate in the County's CDBG and HOME Programs. Attached is a draft letter of invitation to the Town of Batesburg-Leesville and a draft Intergovernmental Cooperative Agreement. The agreement is in the same format as the ones executed with other participating municipalities. The agreement was prepared by staff, reviewed by HUD, and reviewed and agreed upon by the County Attorney.

Upon Council's approval of the invitation to participate in the County's CDBG and HOME Programs and the Intergovernmental Cooperative Agreement, the Town must accept the invitation and sign the Agreement. Approval of the Agreement will allow the Town to participate in the County's HUD programs effective July 1, 2009.

**Intergovernmental Cooperative Agreement
between the
County of Lexington and the Town of Batesburg-Leesville
for the
Community Development Block Grant Program and HOME Program**

This Intergovernmental Cooperative Agreement being made by and entered into this ___ day of _____ 2008, by and between the County of Lexington, a body politic and corporate of the State of South Carolina, and the Town of Batesburg-Leesville, an incorporated municipality within the boundaries of the County of Lexington.

DEFINITIONS

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

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

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

The **"Town"** means the Town of Batesburg-Leesville, South Carolina.

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

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

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

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

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

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

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

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

RECITALS

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

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

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

IT IS MUTUALLY AGREED THAT:

1. The Town and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, and the Town agrees to be designated as part of the Urban County.
2. This Cooperative Agreement covers the CDBG Entitlement Program and the HOME Program.
3. During the term of the Cooperative Agreement, the Town may not apply for grants under the State CDBG Program, State HOME Program, or participate in a HOME consortium except through the Urban County.
4. The County and the Town, upon execution of this Agreement, will be bound by its terms for the three (3) year qualification period beginning with Federal Fiscal Year **2009**. The Agreement shall remain in effect until all CDBG and HOME funds and incomes received with respect to the three (3) year qualification period are expended and the funded activities completed. Neither the County nor the Town can terminate or withdraw from the Agreement while it remains in effect.
5. At the option of the County, this Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the Town provides written notice that it elects not to participate in a new qualification period. The County will notify the Town of its right not to **participate in writing by the date specified in HUD's urban qualification notice for the next** qualification period.
6. The County and the Town agree to require each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.
7. The County and the Town **will take actions necessary to assure compliance with the County's** certification required by Section 104(b) of Title I of the CD Act as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1974, Section 109 of Title I of the CD Act and other applicable laws.
8. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its **own jurisdiction or that impedes the County's action to comply with its fair housing certification.**
9. The County and the Town certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

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

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

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

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

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

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

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

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

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

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

ATTEST

County of Lexington

Town of Batesburg-Leesville

William C. Derrick
Chairman, County Council

James Wizowaty
Mayor

April 23, 2008

The Honorable James Wizowaty
Mayor, Town of Batesburg-Leesville
P.O. Box 2329
244 West Columbia Avenue
Batesburg-Leesville, SC 29070

Subject: Invitation to Participate and Intergovernmental Cooperative Agreement

Dear Mayor Wizowaty:

Lexington County Council invites the Town of Chapin to join the County's CDBG and HOME Programs. This invitation is for Program Year 2009 (July 1, 2009 – June 30, 2010). Should you elect to join, your jurisdiction will share in the County's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. As an Urban County partner, funds can be used within the Town for a variety of CDBG and HOME eligible activities that improve the quality of life in your community and particularly to address the needs of low- and-moderate income residents. The funds will become available after July 1, 2009.

If you decide to participate, the Town must respond to this letter in writing indicating an agreement to join our entitlement (attach minutes from the Town Council documenting the agreement to join). Additionally, the Town must execute the attached Intergovernmental Cooperative Agreement. The letter, minutes, and original executed agreement must be received as soon as possible to expedite this process.

Please send all correspondence regarding this invitation to the County's Community Development staff. Should you have questions, our staff will be happy to explain any further details about the CDBG and HOME Programs.

Sincerely,

William C. Derrick, Chairman
Lexington County Council

Enclosure

cc: Katherine Hubbard, County Administrator - Lexington County
Ronald T. Scott, Community Development Director - Lexington County
George Bistany, Community Development Administrator - Lexington County
Joan Taylor - Town of Batesburg-Leesville

Volunteer Firefighter Recruitment

Progress & Plans



Advertising & Promotion

- Flyer & Poster Placement
- County of Lexington Website (Front Page)
- Employment Guide (Sub-Listing)
- Events & Presentations (Job Fairs & Midlands Technical College)

Prospective Candidates

- Pending Volunteer Firefighter Applications

Upcoming Events & Plans

- Billboard (Lamar)
- Direct Mail Campaign
- Presentations: Resident Deputy Mtg, Crime Watch Group, Neighborhood Associations, School PTA/PTO Mtgs, Church Group Mtgs

A Challenging & Honorable Cause

- Recruiting Volunteers with a commitment to service, honor, and integrity!



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**COUNTY OF LEXINGTON
BULLETPROOF VEST PROGRAM
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
*L/E - Bulletproof Vest Program 2414:							
Revenues:							
457000	Federal Grant Income	4,350	0	4,118	4,118	8,000	<u> </u>
461000	Investment Interest	331	0	0	0	0	<u> </u>
801000	Op Trn From General Fund/LE	4,350	0	4,118	4,118	8,000	<u> </u>
** Total Revenue		<u>9,031</u>	<u>0</u>	<u>8,236</u>	<u>8,236</u>	<u>16,000</u>	<u> </u>
***Total Appropriation					9,620	16,001	<u> </u>
FUND BALANCE							
Beginning of Year					1,385	1	<u> </u>
FUND BALANCE - Projected							
End of Year					<u>1</u>	<u>0</u>	<u> </u>

This grant is split 50% coming from USDOJ and 50% is the County's match.

Fund 2414
Division: Law Enforcement
Organization: 151200 - Operations

		BUDGET					
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (Dec)	2007-08 Budgeted (Dec)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
525600	Uniforms & Clothing	9,737	3,827	9,620	16,000	<u>16,001</u>	
529903	Contingency						
* Total Operating		9,737	3,827	9,620	16,000	<u>16,001</u>	
** Total Personnel & Operating		9,737	3,827	9,620	16,000	<u>16,001</u>	
Capital							
** Total Capital		0	0	0	0	0	0
*** Total Budget Appropriation		9,737	3,827	9,620	16,000	<u>16,001</u>	

SECTION III. - PROGRAM OVERVIEW

The Bulletproof Vest Partnership Grant funds up to 50 percent of the cost of each vest purchased or replaced by law enforcement applicants with vest models that comply with the requirements of the office of Justice Programs' National Institute of Justice. The new allocation principle required by Congress is to fund the full 50 percent of requested vest needs for applications from jurisdictions with a population under 100,000. The remaining funds will be applied towards the applications from jurisdictions exceeding a population of 100,000 people.

SECTION V. B. - OPERATING LINE ITEM NARRATIVES

525600 - UNIFORMS AND CLOTHING

\$ 16,000

All certified law enforcement officers must wear body armor for protection, while performing their duties. The warranty on body armor is 5 years; therefore, each year we have a number of officers that must have replacement armor along with new hires. (29 armors X \$511 each plus 7% sales tax = \$15,856.33).



Notice: Critical Program Information ([Click here.](#))

[Home](#) | [I](#)

LOGIN

3 EASY STEPS

GETTING STARTED

PROGRAM RESOURCES

OTHER RESOURCES

FAQs

NEWS

CURRENT ACTIVITIES

OFFICIAL STATEMENTS

SUMMIT INFORMATION

BODY ARMOR RESOURCES

FAQs

Bulletproof Vest Partnership



The **Bulletproof Vest Partnership (BVP)**, created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 11,900 jurisdictions have participated in the BVP Program, with \$173 million in federal funds committed to support the purchase of an estimated 450,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

New: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2008 BVP application funding period.

Applications for FY 2008 BVP funds must be submitted via the online [BVP system](#), by 5:00 pm (Eastern Time), Wednesday, April 23, 2008.

Please note that FY 2008 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2008. Each vest purchased with FY 2008 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered. Beginning with FY 2008 funds, the use period for BVP funds will be two years. To draw down FY 2008 BVP funds, vests must be received and the request for payment submitted to the BVP system by September 30, 2010. **Each applicant should update their profile before filing an application for FY 2008 funds.**

The complete list of FY 2007 BVP awards can be viewed [here](#)

Historical BVP award information for FY 1999 through the FY 2007 can be accessed [here](#)

8/24/2005: Bulletproof Vest Partnership Program

Body Armor Sa



Body Arm
Initiative of
In response
enforcement
of Justice (D

address the reliability of enforcement personnel at bullet-resistant technology initiative, the National In examined Zylon®-based b and used) and is reviewing resistant vests are certified

2/20/2008: Bullet-Resista
Removed from NIJ Body

8/3/2007: Department of J
on Dragon Skin® Body A

11/21/2005: Presentations
Workshop on Body Armo

- Workshop Overview
- NIJ Body Armor Sta
National Institute of
- **General Testing Issu**
Institute of Standard
- **Conformity Assessm**
National Institute of

8/24/2005: Third Status R
General on Body Armor S
Activities

(Executive Summary)

(Press Release)

8/24/2005: Q&A: Third St
General on Body Armor S
Activities

8/24/2005: Fact Sheet: Th
Attorney General on Bod
Testing and Activities

8/24/2005: NIJ Body Armo
#01-2005, SUBJECT: Poly
benzobisoxazole (PBO o



About BJA

Funding

Programs

Grantee Resources

Justice Issues

Training and
Technical Assistance

Justice Today

Publications

Justice Assistance
Grant Program

Public Safety Officers'
Benefits Program

Programs

State Criminal Alien Assistance Program (SCAAP)

FY 2008 SCAAP Funds: The application period for FY 2008 SCAAP funds is now open. All applications must be submitted via the OJP online Grants Management System ([GMS](#)). All completed applications must be submitted by **8:00 pm e.t. on May 2, 2008**.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

FY 2007 and 2008 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training / education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental / purchase for transport of offenders
- Prison Industries
- Pre-release / reentry programs
- Technology involving offender management / inter agency information sharing
- Disaster preparedness continuity of operations for corrections facility

Reporting Period: The reporting period for the FY 2008 application period is July 1, 2006 through June 30, 2007. Only qualifying inmates who served four or more days during this period may be included in the FY 2008 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or

second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions: To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pre-trial and post-conviction time served from July 1, 2006 through June 30, 2007 may be included in the FY 2008 application.

Qualifying Salary Data: Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full-and part-time correctional officers and others who meet the SCAAP definition (see the [FY 2008 SCAAP Guidelines](#)). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2006 to June 30, 2007). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.).

Chief Executive Officer: SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

Legislation: SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Funding: SCAAP payments will be calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by DHS.

Payments: SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's EIN (tax identification) and vendor number when applying for SCAAP funds.

How/When to Apply: FY 2008 applications are being accepted in the OJP Grants Management System (GMS) from March 28, 2008 through May 2, 2008.

BJA would like to remind FY 2008 SCAAP applicants of updates in the Guidelines, including that SCAAP funds may be used for "correctional purposes only," with information regarding the proposed use collected during the award acceptance process and that SCAAP information from jurisdiction inmate data may be shared with other federal government agencies.

2008 SCAAP Data:

FY 2008 SCAAP Guidelines ([PDF](#))

FY 2008 ICE Country Codes ([PDF](#))

FY 2008 Inmate Data File Format ([PDF](#))

Direct Phone Support:

Technical assistance is available Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern time, via the SCAAP Helpdesk at 1-202-353-4411.

For assistance with the GMS login, call 1-888-549-9901 Option 3.

E-Mail Inquiries:

Program and Policy Issues: SCAAP Inquiries: scaap@usdoj.gov

GMS Login Issues: GMS Helpdesk: gmshelp@ojp.usdoj.gov

Banking Issues: OC Customer Service Center: AskOC@ojp.usdoj.gov

Related Information:

[FY 2007 SCAAP Funds](#)

[SCAAP Archive Information](#)

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Programs](#)
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**COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
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	Approved 2008-09
*LE - Violence Against Women Act 2456:							
Revenues (Organization: 000000)							
457000	Federal Grant Income		0	152,202	152,202	203,217	
801000	Op Trn From General Fund/LE		0	0	0	0	
	** Total Revenue		<u>0</u>	<u>152,202</u>	<u>152,202</u>	<u>203,217</u>	<u>0</u>
	***Total Appropriation				152,202	203,217	0
	In-Kind Match (25%)				50,734	67,739	
	FUND BALANCE						
	Beginning of Year				<u>0</u>	<u>0</u>	<u>0</u>
	FUND BALANCE - Projected						
	End of Year				<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

**COUNTY OF LEXINGTON
VIOLENCE AGAINST WOMEN ACT
Annual Budget
Fiscal Year - 2008-09**

Fund: 2456
Division: Law Enforcement
Organization: 151200 - LE/Operations

		<i>BUDGET</i>				
Object Expenditure	2006-07	2007-08	2007-08	2008-09	2008-09	2008-09
Code Classification	Expend	Expend	Amended	Requested	Recommend	Approved
		(Dec)	(Dec)			
Personnel						
510100	Salaries & Wages - 2		84,000	73,622		
	Salaries & Wages Adjustment Account			6,698		
511112	FICA - Employer's Portion		6,426	6,145		
511113	State Retirement - Employer's Portion		3,684	3,566		
511114	Police Retirement - Employer's Portion		4,708	4,637		
511120	Insurance Fund Contribution - 2		11,520	12,000		
511130	Workers Compensation		1,598	1,537		
	* Total Personnel	0	111,936	108,205	0	0
Operating Expenses						
521000	Office Supplies		750	2,200		
521200	Operating Supplies		350	1,700		
522300	Vehicle Repairs & Maintenance		1,000	1,000		
524100	Vehicle Insurance		600	557		
524201	General Tort Liability Insurance		996	902		
525000	Telephone		0	0		
525020	Pagers & Cell Phones		2,200	2,040		
525030	800 MHz Radio Service Changes		1,374	840		
525031	800 MHz Radio Maintenance Fee		0	0		
525041	E-mail Service Charges		0	240		
525210	Conference & Meeting Expense		3,000	4,000		
525240	Personal Mileage Reimbursement		1,700	1,250		
525400	Gas, Fuel and Oil		5,864	6,283		
	* Total Operating	0	17,834	21,012	0	0
	** Total Personnel & Operating	0	129,770	129,217	0	0
Capital						
540000	Small Tools & Minor Equipment		1,758	0		
540010	Minor Software		1,086	0		
	All Other Equipment		19,588			
	(15) Digital Cameras and Accessories			3,000		
	(1) Answering Point and Recording Device Burner			71,000		
	** Total Capital	0	22,432	74,000	0	0
	*** Total Budget Appropriation	0	152,202	203,217	0	0

SECTION III. – PROGRAM OVERVIEW

Three recent decisions by the United States Supreme Court (*Washington v. Crawford*, *Davis v. Washington* and *Hamon v. Indiana*) has dramatically changed the way in which prosecutors can proceed with domestic violence prosecution, especially victimless prosecution. The Lexington County Sheriff's Department began keeping detailed statistics on the centralized criminal domestic violence court (SCDVC) in July 2005. At least 80% of victims either do not appear or have reconciled with the offender at the first appearance date. This court date is usually held within six weeks of arrest. This statistic demonstrates the need to be able to proceed with victimless prosecution or have the ability to demonstrate to a jury why a victim recants testimony at trial.

This grant provides the prosecutor with one investigator and a program coordinator. The investigator on this grant is responsible for determining if defendants are interfering with victims and the administration of justice. The investigator will conduct surveillance of suspected violators, serve warrants and subpoenas, and present testimony about violations in court proceedings. If defendants violate the no contact court order, the investigators will seek a bench warrant or an arrest warrant. Intensive enforcement will increase the number of warrants issued for violators, thereby holding offenders accountable and enhancing victim safety. The program coordinator will assist the investigator and the attorney with the victims and will maintain data for court presentations, case files, and grant reporting.

SECTION V. A. – LISTING OF POSITIONS

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
Current Staffing Level:					
Victim's Bill of Rights Fund (141)					
Victim Asst. Officer/Law Enf.	3	0	3	3	20
Victim Assistance Coordinator	2	0	2	2	6
Totals:	5		5	5	

	<u>Positions</u>	<u>Full Time Equivalent</u>		<u>Total</u>	<u>Grade</u>
		<u>General Fund</u>	<u>Other Fund</u>		
LE / Operations (151200)					
VAWA Investigators	1	0	1	1	13
Program Coordinator	1	0	1	1	11
Totals:	2	0	2	2	

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$ 2,200**

Items to be purchased are pens, file jackets, folders, toner and ink for printer, diskettes, calendars and other general supplies used daily.

The estimated cost of all office supplies is \$2,150.

521200 - OPERATING SUPPLIES **\$ 1,700**

Funds are needed to purchase photograph paper, batteries, and other operating supplies needed for operations.

The estimated cost of all operating supplies is \$1,750.

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$ 1,000**

Vehicle repairs and maintenance is needed for the grant vehicle.

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

524100 - VEHICLE INSURANCE **\$ 557**

Vehicle insurance is required for the vehicles and estimated by the County Risk Manager.

524201 - GENERAL TORT LIABILITY INSURANCE **\$ 902**

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

The amount listed as estimated by County Risk Manager

525020 - PAGERS AND CELL PHONES **\$ 2,040**

The mobile telephones are requested for the investigator and program coordinator so that they can communicate effectively with each other and make contact to those individuals that are involved in cases. The air card service fee will also be taken from this account.

The estimated monthly cell phone charge is \$60 ($\$60 \times 2 \times 12 = \$1,440$).

The estimated air card service is \$50 per month ($\$50 \times 12 = \600).

525030 – 800 MHz RADIO SERVICE CHARGES **\$ 840**

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

The estimated monthly service charge for the radio is \$70 ($70 \times 12 = \840).

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

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

The estimated cost is \$10 per email service line per month ($10 \times 2 \times 12 = \240).

525210 – CONFERENCE AND MEETING EXPENSE **\$ 4,000**

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

The cost budgeted is an estimate.

525240 – PERSONAL MILEAGE REIMBURSEMENT **\$1,250**

The Program Coordinator will be required to travel to court and other destinations that will assist with the investigation of cases.

The cost budgeted is only an estimate.

525400 - GAS, FUEL, AND OIL **\$ 6,283**

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

The cost budgeted is only an estimate.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

(15) DIGITAL CAMERAS & ACCESSORIES

\$ 3,000

The use of digital photography by the deputies who are the first responders to the scene of a CDV victim will greatly enhance CDV investigations and presentations for court presentations. Some of the benefits have been:

- Instantaneous in camera review to confirm the incident was correctly documented.
- The speed at which images can be used and disseminated.
- Cost savings over film systems.
- More images are taken and scenes are documented more thoroughly due to the absence of film.

The estimated cost per camera with tax is \$200 ($\$200 \times 15 = \$3,000$).

(1) ANSWERING POINT AND RECORDING DEVICE BURNER

\$71,000

The enhanced recording device is needed for the 911-Call Center to package 911 recordings and email them to the requesting party. This equipment will provide more immediate access to 911 calls and will facilitate and increase efficiency in the procurement of arrest warrants for the prosecution of criminal domestic violence cases.

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

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COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Crack Sealing Project

Fund: 5801 Airport Capital Projects **Department:** 580020 Airport Projects
No. Title No. Title

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

Grant Overview:

The SC Division of Aeronautics provides a 75%-25% match program for pavement "crack sealing". **The SC DOA has a contract with PACE PAVEMENT TECHNOLOGIES for the crack sealing program. The SC DOA will pay the contractor the entire cost of the project and will submit an invoice to the County for 25% of the project cost.** The SC DOA has submitted a cost estimate and is ready to get started on the crack sealing project. The total cost for the crack sealing project at the airport is \$35,255.40. Upon completion of the project, SC DOA will pay the contractor the entire amount of \$35,255.40 and submit an invoice to the County for \$8,813.85 (25%). This is part of the Airport Capital Improvement Plan (ACIP) that was approved by Council and submitted to the FAA in December of 2007. This project was placed in the FY 2008-09 Requested Budget, however, SC DOA is ready to begin the project as soon as possible.

Grant Period: _____ to _____ * Dates will be coordinated by all parties involved.

Responsible Departmental Grant Personnel: Jim Starling, Engineer Associate II

Date Grant Information Released: March 10, 2008 **Date Grant Application Due:** ASAP

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

Personnel	\$	-
Operating	\$	-
Capital	\$	35,256.00
Total	\$	<u>35,256.00</u>

* SC Division of Aeronautics is paying 100% of this project and they will bill the County for \$8,813.85 or 25%, which is the County's portion of this project.

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>75%</u>	<u>\$26,442.00</u>
	<u>25%</u>	<u>\$8,814.00</u>
	<i>%</i>	<i>\$ Amount</i>

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

Lexington County will be responsible to pay the \$8,813.85, which is 25% of the total cost of the project.

Dept. Preparer:	<u>JS</u>	<u>3/11/2008</u>
Dept. Approval:	_____	_____
Finance Approval:	<u>AD</u>	<u>3/13/2008</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
AIRPORT CAPITAL PROJECTS
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	Recommend 2007-08	Approved 2007-08
* Airport Capital Projects:							
Revenues (Organization: 000000)							
	Paid by SC DOA					26,442	_____
825800	RET from Lexington County Airport @ Pelion					8,814	_____
	** Total Revenue					35,256	_____
	***Total Appropriation					35,256	_____
FUND BALANCE							
	Beginning of Year					0	_____
FUND BALANCE - Projected							
	End of Year					0	=====

Fund: 5801
Division: Airport
Organization: 580020 - Airport Projects

		BUDGET		
Object Expenditure Code	Classification	2007-08 Requested	2007-08 Recommend	2007-08 Approved
Personnel				
	* Total Personnel	0	0	_____
Operating Expenses				
	* Total Operating	0	0	_____
	** Total Personnel & Operating	0	0	_____
Capital				
	Crack Sealing Project	35,256	35,256	_____
	** Total Capital	35,256	35,256	_____
	*** Total Budget Appropriation	35,256	35,256	_____

Project Notes:

Project: Pelion Airport

Runway 17/35 **4335' long 60' wide**

4,335' x 11 = 47,685 lin ft of cracks on runway

7,874 lin ft of cracks on taxiway

3,200 lin ft of cracks on the ramp

58,759 Total lin ft of cracks	\$0.60	\$35,255.40
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Marking 25,000 sq ft of marking	\$0.24	\$6,000.00
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Rejuvenation

28,900 sq yds Runway

8296.8 sq yds Apron

21,719 sq yds Taxiway

2,124 sq yds deducted for concrete area

56,792 sq yds Total	\$0.80	\$ 45,433.60
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		Total Cost	\$86,689.00
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 You forwarded this message on 3/11/2008 11:38 AM.

STARLING, JAMES

From: Jamey Kempson [JKempson@commerce.state.sc.us] **Sent:** Mon 3/10/2008 11:39 AM
To: STARLING, JAMES
Cc:
Subject: Maintenance Projects
Attachments:

Good morning Jim,

The South Carolina Division of Aeronautics has contracted with Pace Pavement Technologies to perform all pavement crack sealing and marking to all eligible statewide public owned/public use general aviation airports. If you opt to participate in the program, all parties involved will coordinate a project start date. After project completion and review we (the DOA) pay 100% of the project close-out to Pace Pavement, and will invoice Lexington County for 25% of the project cost. If you have any questions please call.

→ **Jamey Kempson** →

South Carolina Division of Aeronautics

Airport Engineering and Facilities Manager

Phone 803-896-6291

Fax 803-231-3004

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RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 22nd DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, Andrea Lauren Bickley has earned the distinction of the Gold Award, the highest award for a Girl Scout; and

WHEREAS, Andrea exhibits the qualities of a Girl Scout who are girls of courage, confidence and character, who make the world a better place; and

WHEREAS, Andrea has earned the Girl Scout Bronze and Silver Awards and recently completed her Gold Award project by taking on the challenge of a neglected cemetery, the Gibson Cemetery in West Columbia, South Carolina. She renovated, cleaned and made repairs to unattended graves, the cemetery entrance, and made a disposal for flowers; and

WHEREAS, Andrea is a senior at Chapin High School and a member of the Chapin High School Marching Band where she is captain of the Chapin Flight Color Guard. She is also a member of St. Thomas Lutheran Church where she sings in the church choir; and

WHEREAS, during her alliance with the Girl Scouts, Andrea has participated in numerous camping trips. She has visited the Lost Sea in West Virginia, attended the national sing-a-long in Washington, D.C., and hiked to the top of Stone Mountain in Georgia; and

WHEREAS, Andrea has been an active member of the Girl Scouts for ten years. She has earned 26 highly challenging badges, held the office of patrol leader for two years, and is currently registered as a Juliette, an individual registered Girl Scout; and

WHEREAS, Andrea is to be commended for her dedication to the Girl Scout program to attain the right to be honored with the Gold Award.

NOW, THEREFORE, BE IT RESOLVED that we extend to **ANDREA LAUREN BICKLEY**, our congratulations on achieving her goal and earning the Girl Scout Gold Award.

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 22nd DAY OF APRIL, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, Leon A. Love served with honor on the Lexington County Health Services District, Inc. Board of Directors from March 1989 through March 2008; and

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

WHEREAS, during Mr. Love's tenure on the Board, he witnessed such projects as the construction of the Lexington Medical Park, the Irmo Medical Park, the Open MRI Addition, Heart Cath Lab Addition, and the construction of the \$150 million expansion to Lexington Medical Center that includes complete replacement of the Operating Room, expansion to the Laboratory and other departments and the addition of an inpatient bed tower that can accommodate 150 new beds; and

WHEREAS, Mr. Love served on the Finance and Operations Committee, the Executive Committee, Joint Conference Committee, Audit Committee, Community Outreach Committee, Planning Committee, Palmetto Health Systems Board, and served as Secretary of the Board. In addition, Leon served as Vice Chairman and Chairman of the LEXMED Board.

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

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

April 22, 2008

SMOKEY DAVIS

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

BOBBY KEISLER

Nancy K. Perry Children's Shelter – Carol R. Metts – Term expires 6/30/08 – Eligible for reappointment

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

Nancy K. Perry Children's Shelter – Christine Westbrook – Term expires 6/30/08 – 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

Nancy K. Perry Children's Shelter – James E. Murray– Term expires 6/30/08 – 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

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Thomas T. Mathis – Term expires 6/30/08 – Eligible for reappointment

Frank M. Price - Term expires 6/30/08 – Eligible for reappointment

Dan Gensamer - Term expires 6/30/08 – Eligible for reappointment

MIDLANDS AUTHORITY FOR CONVENTIONS, SPORTS AND TOURISM

Robert E. Livingston (at-large) – Term expires 6/30/08 – Eligible for reappointment

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 9, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Bird Deterrent System**
B08044-02/14/08S
Building Services

Competitive bids were solicited for one (1) Bird Deterrent System for the Lexington County Employee Parking Garage. The County received four (4) bids (see attached bid tabulation).

Randy Quattlebaum, Building Services Manager; and Angela M. Seymour, Procurement Officer evaluated the bids. It is their recommendation to award this project to Gregory Pest Control as the lowest responsive bidder. The total cost of the project, including base price, option 1, and applicable sales tax, is \$12,727.65. The funding for this project will be provided from the campus parking fees.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 22, 2008.

Attachment

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

County of Lexington

Bid Tabulation

BID: B08044-02/14/08S

Bird Deterrent System

Qty	Description	The Steritech Group		Cleggs Termite & Pest Control		Gregory Pest Control		Orkin Pest Control	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bird Deterrent System	\$ 12,000.00	\$ 12,000.00	\$ 28,735.00	\$ 28,735.00	\$ 10,575.00	\$ 10,575.00	\$ 25,000.00	\$ 25,000.00
	Tax		\$ 840.00		\$ 2,011.45		\$ 740.25		\$ 1,750.00
	Total for Base Price		\$ 12,840.00		\$ 30,746.45		\$ 11,315.25		\$ 26,750.00

Option 1

Qty	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Small Opening Bird Deterrent System	\$ 450.00	\$ 450.00	\$ 1,365.00	\$ 1,365.00	\$ 1,320.00	\$ 1,320.00	\$ 3,000.00	\$ 3,000.00
	Tax		\$ 31.50		\$ 95.55		\$ 92.40		\$ 210.00
	Total for Option 1		\$ 481.50		\$ 1,460.55		\$ 1,412.40		\$ 3,210.00

	Total for Base and Option 1		\$ 13,321.50		\$ 32,207.00		\$ 12,727.65		\$ 29,960.00
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Bid Opened: February 14, 2008

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 9, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Tape Drive
Information Services

We received a purchase request for one (1) Tape Drive from Information Services. This will be a replacement for a current tape drive that is currently being used by Information Services. This item will be purchased directly from the manufacturer (Dell) through the South Carolina State Contract #A63307.

Mike Ujcich, Chief Information Officer; Jim Schafer, Information Technology Manager; and Angela M. Seymour, Procurement Officer have reviewed this purchase. The total cost, including applicable sales tax, is \$6,812.43.

Funds are appropriated in the following account:

1000-102100-5A8033	(1) Tape Drive	\$6,812.43
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I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 2, 2008.

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

MEMORANDUM

TO: REGGIE MURPHY, PROCUREMENT DIRECTOR
FROM: MIKE UJCICH, CIO; JIM SCHAFER, IT MANAGER
SUBJECT: TAPE DRIVE PURCHASE APPROVAL REQUEST
DATE: 4/14/2008

Attached please find a requisition to purchase one (1) computer room tape drive for the Information Services Department. We recommend purchase of a Dell PowerVault TL2000 drive from Dell Computers under State Contract Number A63307 in the amount of \$6,812.43. This purchase would be made from FY 07/08 capital line item account number 1000-102100-5A8033.

The purpose of this purchase is to replace aging tape drives for which extended warranty coverage is no longer available and which do not have the capacity to do a complete backup within 24 hours of starting. The tapes produced are stored off-site for data use in restoring systems if backups stored on electronic disk storage were to fail or become inaccessible for some reason.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 3, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **EMS Supplies**
B08050-03/26/08S
Public Safety/EMS

We received a purchase request for EMS Supplies for Public Safety/EMS. Bidders were allowed to submit bids on one or multiple items, depending on the products they are able to provide. The County received six (6) bids of which one was a no bid. (See attached bid tabulation).

The bids were evaluated by Chief Brian Hood, EMS Coordinator; Mike Gillis, Assistant Chief; and Angela M. Seymour, Procurement Officer. It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost, including applicable sales tax, of \$5,329.02 as follows:

Items #1	Piedmont Emergency Services	\$1,200.54
Items #2-3	Comade, Inc.	\$845.30
Items #4-5	Chase Master Enterprises	\$3,283.18

Funds are appropriated in the following accounts:

2477-131400-5A7538 (38) Extrication Gear	Supplemental Homeland Security \$2,192.85
2477-131400-5A7539 (38) Extrication Gear	Supplemental Homeland Security \$3,136.17

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 22, 2008.

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

County of Lexington

Bid Tabulation

BID: B08050-03/26/08S

EMS SUPPLIES

		EMS Innovations		Physio-Control		Comade, Inc.		
	Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	60	Streamlight 3AAA Trident	\$ 45.34	\$ 2,720.40		No Bid	\$ 28.75	\$ 1,725.00
2	4	36 Watt Daisy Light Chain	\$ 144.31	\$ 577.24		No Bid	\$ 137.50	\$ 550.00
3	4	18 Watt Sub Unit for Daisy Chain	\$ 63.17	\$ 252.68		No Bid	\$ 60.00	\$ 240.00
4	3	500 Watt Portable Halogen Tripod	\$ 47.99	\$ 143.97		No Bid	\$ 75.00	\$ 225.00
5	30	Cold Weather Sleeping Bag	\$ 122.70	\$ 3,681.00		No Bid	\$ 140.00	\$ 4,200.00

		Piedmont Emergency Services		Allmed		Chase Master Enterprise		
	Qty	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	60	Streamlight 3AAA Trident	\$ 18.70	\$ 1,122.00	\$ 20.49	\$ 1,229.40	\$ 21.00	\$ 1,260.00
2	4	36 Watt Daisy Light Chain		No Bid		No Bid	\$ 185.80	\$ 743.20
3	4	18 Watt Sub Unit for Daisy Chain		No Bid		No Bid	\$ 75.80	\$ 303.20
4	3	500 Watt Portable Halogen Tripod		No Bid		No Bid	\$ 45.80	\$ 137.40
5	30	Cold Weather Sleeping Bag		No Bid		No Bid	\$ 97.70	\$ 2,931.00

Control "no bid" the items because the specifications were too restrictive.

Bid Opened: March 26, 2008 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 7, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (15) EZ-IO Needle Devices
Public Safety - EMS

We received a purchase request for fifteen (15) EZ-IO Needle Devices for Public Safety - EMS. These will be purchased through the grant for the DHEC/EMS Grant-in-Aid.

This has been deemed a Sole Source through Sovereign Medical, LLC as they are the exclusive distributors of EZ-IO adult intraosseous infusion systems in the southeast region of the United States. Chief Brian Hood, EMS Coordinator has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$12,965.94.

Funds are appropriated in the following account:

2520-131400-5A8579	DHEC/EMS Grant-in-Aid
(15) EZ-IO Needle Devices	\$12,965.94

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 22, 2008.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 7, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **(3) 800 MHZ Radios with Accessories**
Public Safety/EMS

We received a purchase requisition for three (3) 800 MHZ Radios with Accessories for Public Safety/EMS. These new radios will be used at Gold Cross and to be purchased directly from the manufacturer (Motorola) through South Carolina State Contract #OIR2002.07 from the DHEC/EMS Grant-in-Aid. Major George Brothers, Homeland Security Officer has reviewed and approved this purchase. The total cost of these radios including applicable tax is \$10,819.02.

Funds are appropriated in the following account:

2520-131400-5A8584	DHEC/EMS Grant-in-Aid
(3) 800 MHZ Radios with Accessories	\$10,819.02

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 22, 2008.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: April 8, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: (5) Body Wire Kits and Accessories
Sheriff's Department**

We received a purchase request for five (5) Body Wire Kits and Accessories for the Sheriff's Department. These will be purchased through the grant for the LE/Cops Methamphetamine Initiative.

This has been deemed a Sole Source through Advanced Covert Technology, Inc. as they are the exclusive distributors of ACT-Joey J1R Body Wire Kits. Colonel Allan Paavel from the Sheriff's Department has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$22,500.00.

Funds are appropriated in the following account:

2458-151200-5A8446	LE/Cops Methamphetamine Initiative
(5) Body Wire Kits and Accessories	\$22,500.00

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 22, 2008.

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

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M08-03**

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

Applicant requests a change in road classification for Old Chapin Road from Lexington Town limits 260' north towards Maxie Road, and Maxie Road from the intersection of Old Chapin Road 1000' north towards Ashley Hills Drive.

Zoning Classifications: (Current) RL4 (Proposed) L

TMS#: _____ Property Owner: _____

Reason for the request: To allow medical and professional offices.

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

Date of Application: 4/2/2008 Applicant: Owner Agent

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

Signature: _____ Printed Name: Albert J. Sanders

Street/Mailing Address: PO Box 3198, West Columbia, SC 29171

4/2/2008	Application Received
	Newspaper Advertisement
	Notices Mailed

4/2/2008	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

4/22/08	First Reading	Public Hearing	Second Reading	Third Reading
---------	---------------	----------------	----------------	---------------

Results: _____

Zoning Map Amendment Application M08-03



ZONING LEGEND

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

Zoning Map Amendment Application M08-03

260 ft. of Old Chapin Rd and 1,000 ft of Maxie Rd



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

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 08-04

AN ORDINANCE APPROVING THE TRANSFER OF 3.42 ACRES FROM THE COUNTY OF LEXINGTON TO DO IT BEST CORP.

WHEREAS, the County of Lexington has a need for certain property owned by Do It Best Corp in order to construct a rail spur as is more fully set out in the contract attached hereto as Exhibit “A”; and

WHEREAS, Do It Best Corp has agreed to swap land with the County; and

WHEREAS, the 3.42 acres to be conveyed to Do It Best Corp is set forth and designated as Tract A in the plat attached hereto and made a part hereof as Exhibit “B” and

WHEREAS, Do It Best Corp has already transferred Tract B as shown in Exhibit “B” to the County;

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

1. The transfer of Tract A consisting of 3.42 acres from the County of Lexington to Do It Best Corp is hereby approved under the terms as described in the Contract attached hereto as Exhibit “A”.
2. The Chairman of the Lexington County Council is hereby authorized and directed to execute and deliver the 3.42 acres as set forth as Tract A in the plat attached hereto as Exhibit “B”. Further, the Chairman or County Administrator shall further execute any and all applicable documents for the closing of the conveyance of such property.

Enacted this _____ day of _____, 2008.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana Burnette, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed W/Clerk of Court: _____

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT OF SALE

AGREEMENT made and entered into as of the date of execution by the last party to sign below, by and between **County of Lexington, South Carolina** (hereinafter referred to as "County") and **Do it Best Corp.** (hereinafter referred to as "Company"):

1. OFFER AND PROPERTY SWAP. County agrees to accept and Company agrees to convey all that certain piece, parcel or lot of land, more particularly described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Lexington, State of South Carolina, and designated as Tract A containing 3.41 acres, as shown on the attached sketch. A survey shall be prepared to further detail the specific metes and bounds of this property.

Company agrees to accept and County agrees to convey All that certain piece, parcel or lot of land more particular described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Lexington, State of South Carolina, and designated as Tract B containing 3.41 acres as shown on the attached sketch. Company shall reserve a perpetual easement over Tract B that will allow the owner of Company's remaining land to construct improvements allowing Company to connect and use any rail access constructed on Tract B for no cost or fee other than Company's construction costs to connect with existing rail. A survey shall be prepared to further detail the specific metes and bounds of this property.

2. CONSIDERATION. Consideration for the above shall be the mutual exchange of Tract A and B as set forth herein and no other consideration.

3. CLOSING. The closing for the County purchase should take place within 10 days of execution of this contract by both parties. The closing for the Company's purchase shall take place within 10 days of third reading of the ordinance that approves this transfer of County property. If the County does not obtain approval for the transfer of the County property and does

not so transfer, the County shall pay the Company fair market value for the Company property within 30 days of the Companies demand or in the alternative bring an action to compel the County to re-convey the Company property to the Company and reimburse the Company for its costs in bringing such an action. Fair market value shall be determined by a South Carolina licensed appraiser, chosen by the Company.

4. CLOSING COSTS. County and Company shall be responsible for their own closing cost. County will be responsible for deed stamps, if any, on the conveyance by the County. Company will be responsible for the deed stamps, if any, on the conveyance of the Company.

5. TAXES AND INSURANCE. Company shall pay any property taxes on Tract B for the 2007 tax year.

6. CONVEYANCE. Both parties agree to convey by marketable title and deliver a proper limited warranty deed, free of encumbrances, except as stated herein, upon completion of this Contract. The deed for the conveyance of the Company property is attached. Both parties may check title prior to closing and may terminate this agreement if title does not allow either party to use the property to be conveyed for its intended use. The deed from the County to the Company shall reserve no easements for the County or others and place no restrictions on the property conveyed.

7. CONDITION OF PROPERTY. Both parties are not aware of and have not caused to be put any hazardous substances on or in the groundwater of the subject property. "Hazardous substances" is defined as any substances on the list of hazardous substances by DHEC or EPA. Otherwise, the property is sold as is.

8. BROKERAGE FEES. Both parties each represent to the other that there is no real estate broker involved in this transaction.

9. DEFAULT. In the event of default or breach of any term by the parties may pursue any remedy available at law or in equity except as otherwise provided herein in the event of a title defect. In the event either party must enforce any rights under this agreement or pursue any other remedy available to either party, all reasonable legal expenses and other direct costs of enforcement of the prevailing party shall be paid by the other party.

10. SURVIVAL. All terms of this Contract shall survive the closing of this transaction.

11. BINDING AGREEMENT. This agreement shall be binding on all parties, their heirs, successors and assigns.

12. ATTORNEY FEES. Each party shall pay for their own attorney fees in regard to this agreement and transaction.

13. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof.

[Signature Page Attached]

COPY

WITNESS the hands and seals of the County and the Company as set forth below.

THIS Agreement having been approved by County of Lexington, South Carolina at its regular meeting on February 26, 2008.

WITNESSES:

Diana W. Burnett
Judy B. Busbee
Witnesses as to Purchaser

Judy K. Faulstich
Nancy Harris
Witnesses as to Seller

PURCHASER:

County of Lexington, South Carolina

By: William C. Derrick
Name: William C. Derrick
Title: Chairman

DATE OF EXECUTION: February 26, 2008

SELLER:

Do it Best Corp.

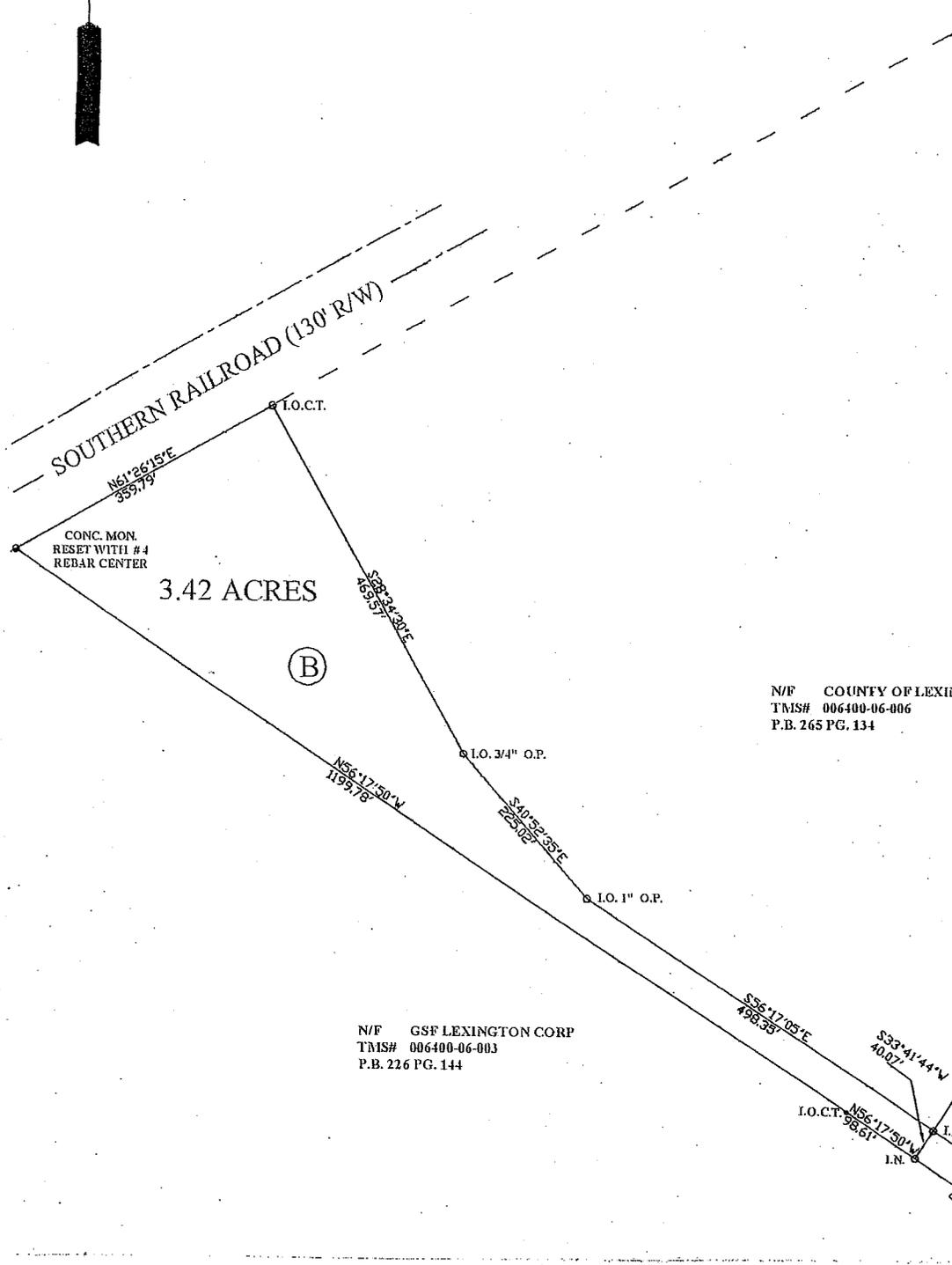
By: Daniel E. Starr
Name: Daniel E. Starr
Title: Lexington Asst. Secretary

DATE OF EXECUTION: Feb. 11, 2008



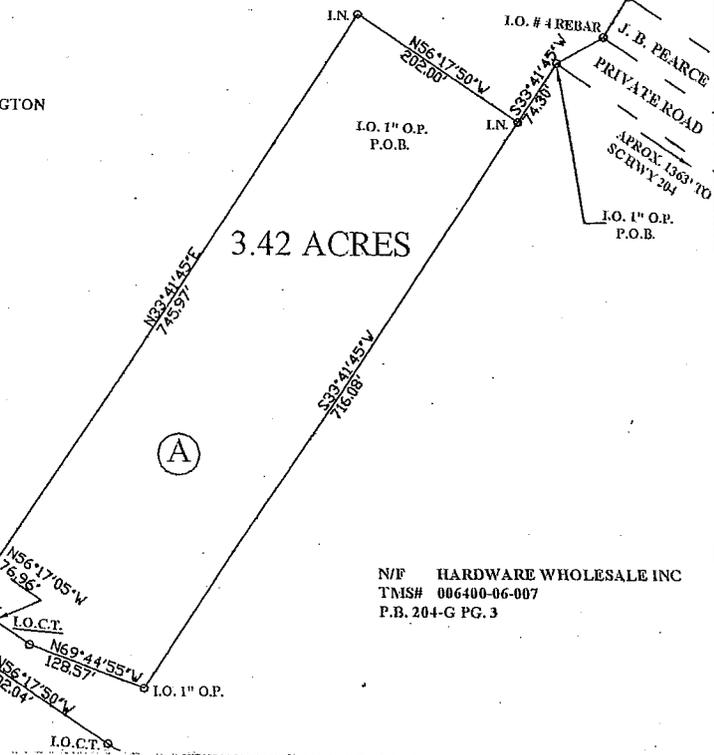
LOCATION MAP
SCALE 1/4" = 1 MILE

N/F USF PROPCO I, LLC
TMS# 006400-06-010
P.B. 225 PG. 176



N/F COUNTY OF LEXINGTON
TMS# 006400-06-006
P.B. 265 PG. 134

N/F GSF LEXINGTON CORP
TMS# 006400-06-003
P.B. 226 PG. 144



N/F HARDWARE WHOLESALE INC
TMS# 006400-06-007
P.B. 204-G PG. 3

Exhibit B

STATE OF SOUTH CAROLINA

)

)

)

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 1216.38 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 68°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.

EXHIBIT B

BUILDINGS PROPOSED TO BE RENOVATED
 BUILDINGS #1, 2, 3, 4, 4A, 5, 5A, 5B, AND 6, 7, AND 23
 JFC 10/15/07

PROPOSED NEW BUILDING #99
 29,860 SQ. FT.

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COMMITTEE REPORT

RE: Review of the Economic Development Strategic Plan

DATE: April 10, 2008

COMMITTEE: Economic Development

MAJORITY REPORT: Yes

The Economic Development Committee met on Tuesday, April 8, 2008 to review the proposed Economic Development Strategic Plan.

Economic Development had submitted the proposed Economic Development Strategic Plan prepared by the Strategic Development Group, Inc. The Committee discussed to accept, approve, adopt and/or reject the proposed plan. Ms. Katherine Hubbard, County Administrator, suggested that the Committee consider receiving the plan as information and asked staff to incorporate it into the County's overall Strategic Plan.

Mr. Chuck Whipple, Senior Project Manager was asked about suggestions. He reported that with respect to the plan: **Goal 1 – Expansion and Retention of Existing Industry** – in the process of working on developing an industry directory and have begun a call program that started April 1st; **Goal 2 – Industrial Product Development** – presently focusing on the development and finishing of the Saxe Gotha Industrial Park; and **Goal 3 – Marketing and Recruitment** - looking at targeted marketing efforts with the Alliance. Mr. Whipple said they are working through the plan and adopting some of the recommendations and working on the Economic Development website areas that need improvement. He confirmed that the document is already being used on a daily basis.

The Committee voted unanimously to recommend to full Council to adopt the proposed Economic Development Strategic Plan as a working document and incorporate into the County's overall Strategic Plan.

Attached: Economic Development Strategic Plan

FINAL REPORT AND STRATEGIC PLAN

Final Report
Prepared For:

LEXINGTON
COUNTY
ECONOMIC
DEVELOPMENT
OFFICE

Submitted by:

**STRATEGIC DEVELOPMENT
GROUP, INC.**

MARK WILLIAMS, PRESIDENT

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COLUMBIA, SC 29211

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Introduction and Overview of Study Goals

In recent years, Lexington County has been successful in economic development recruiting as well as promoting the County as a desired location for new and expanding businesses. The County provides numerous transportation, labor and quality of life assets for businesses considering new locations or expansions. The County's success continues with the successful offering of the Saxe Gotha Industrial Park, which is likely to generate continued short term investment.

To further this success, the Lexington County Economic Development Office (Lexington County EDO), with the assistance of Palmetto Economic Development, has retained Strategic Development Group, Inc. to develop a strategic plan for economic development throughout the County. This scope of work was initiated in May 2007 and was designed to serve as a guide for the organization as it continues to stimulate growth of high-quality jobs and capital investment in the County.

Strategic Development Group has also been retained to conduct interviews with key County stakeholders regarding opportunities for development in Lexington County and an analysis of existing county industrial sites. In addition to the original scope of work, other tasks have been conducted for the Lexington County Economic Development Office. These tasks include an analysis of potential locations for industrial park locations adjacent to the County's interstate interchanges, development of an existing industry questionnaire, and a preliminary professional review of the County's economic development website.

The purpose of this report is to respond to findings for each of these key tasks and to make recommendations related to future economic development initiatives.

Summary of Study Interviews

The Strategic Development Group team interviewed key leaders in the Lexington County community to obtain input regarding challenges and opportunities related to economic development in Lexington County. Significant comments, findings and recommendations are summarized below. A copy of the interview questionnaire is included in Appendix I.

General Comments from Interviewees

Positive Highlights:

- The County has been very helpful in encouraging expansion and meeting related needs
- The strategic planning process will be very helpful in verifying the focus, direction and key timelines of the Lexington County Economic Development Group
- Lexington County is a wonderful place to live; transferees don't want to leave once they move here
- Excellent transportation corridor with three interstates, easy access to the Ports, and close proximity to Charlotte and Atlanta
- The County is very diverse – containing both the metro areas and rural areas – and should attract a wide variety of new business

Areas that Need Improvement:

- Taxes within cities of Lexington County are increasing and create negative pressure on the bottom line
- The County should focus more on existing industry and less on new business
- Interruptions in electrical service are an issue; electric poles on Industrial Drive should be buried

Final Report and Strategic Plan



- Lexington County should continue to focus on providing start-up and expansion assistance to small companies
- Lexington County should provide incentives to small business as well as large business
- Lexington County should give preference to buying products from local manufacturers
- The success of Lexington County's recruiting efforts is critical to generating purchases of products and services from existing companies
- The regional development alliance and State should be relied on to generate the bulk of new leads
- A system should be put in place to further enhance communications with the Council's Development Committee and the Economic Development Office

Workforce Issues:

- There is a shortage of technical labor for manufacturing in the area; this results in an increasing upward pressure on wages
- It is difficult to compete with Greenville for qualified technical labor
- The University of South Carolina Engineering school should be more engaged in educating a qualified technical labor force
- More emphasis should be made on directing young people into technical manufacturing jobs

Product Development:

- The Saxe Gotha park was a large expenditure and should be brought to market as soon as possible
- Product development is critical to continued growth of the County; there should be a plan for park and other development that creates a continuum of product coming to the market over the next 10 years
- Lexington County needs a large (several hundred acres) industrial park to market to potential businesses

Specific Recommendations from Interviewees

The following is a description of recommendations made during the interviews with key community leaders:

Implement the Recommendations Contained in the New Strategic Plan

Interviewees agreed that Lexington County needs a new and updated strategic plan and indicated that they are looking forward to the completion of this project and any new direction this plan would give to the County.

It was also thought that the plan should be updated to include an outline of mission, key goals and objectives and timelines. Interviewees suggested that the plan be reviewed with the Council's Economic Development Committee to obtain their input and buy in.

The plan should include a series of recommendations and related timelines and list of parties responsible for implementation.

Determine the Role of the Economic Development Office to Avoid Overlap with the Development Board and the Central Carolina Alliance

Key leaders suggested that an effort should be made to further integrate the development board, the regional development alliance and state recruiting efforts to enhance these organizations' ability to sell the assets of Lexington County.

Also, each organization should be a true partner with the Economic Development Office, and care should be taken so there is minimal overlap between the organizations. A clear plan for enhanced communication and scheduled interaction should be developed.

Initiate a Stronger Relationship with Existing Firms / Encourage their Growth

The majority of interviewees suggested that the best way for the County to support and encourage the growth of existing firms was to enhance the lines of communication. General support was thought to be low, and the community is looking for more public recognition of successful companies, as well as personal visits from the key development leaders to show their appreciation. The County should consider enhancing its existing industry visitation program given the fact that the SC Department of Commerce has eliminated its Visitation Program.

The County should continue and enhance their work with Midlands Technical College and the University of South Carolina to generate more qualified technical graduates. With these schools so near to the County, the campuses' resources should be used whenever possible. With frequent visits to existing industries, key leaders will better understand these companies' needs and can take steps to ensure they are doing everything they can to alleviate any issues or concerns.

Focus on a Diversified Recruitment Approach & Increase Available Properties

Community leaders thought the best form of recruiting business was to target a large variety of businesses in a most diversified approach. The County is ideally suited to attract various types of businesses because it can offer a metro or rural location with excellent transportation access. Most suggested that the County focus on smaller to medium-sized industries; it was also thought that higher technical or skilled labor jobs would fit well in the county, as well as more labor intensive jobs.

The following is a list of recruitment targets developed by the interviewees:

- Small businesses
- Medium businesses
- Manufacturing
- Distribution
- Recreational residential
- Tourism
- Retirement
- Technical Skills Programs
- Retail
- Hotel and Restaurant

The County should also focus on having more properties in its inventory for prospect locations. A trip should be planned with Council to visit industrial parks that are similar to the vision for Saxe Gotha. Discussions related to the trip should include appropriate covenants and restrictions.

Summary of Lexington County Economic Development Office Mission and Goals

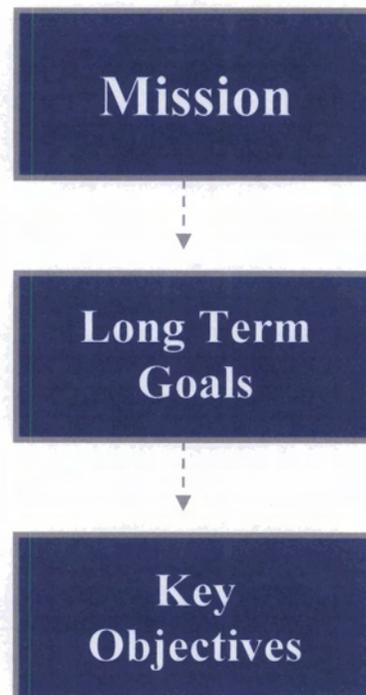
Development of a Strategic Plan

Based on the input from the key stakeholders, as well as our expertise and knowledge of current domestic and international investment trends, Strategic Development Group, Inc. constructed a strategic plan for the Lexington County Economic Development Office.

The plan was developed in the May to December 2007 time frame based on numerous meetings and related edits with Lexington County EDO staff, members of the County Council's economic development committee and the Central Carolina Alliance. Once the plan was completed, SDG added deadlines for completion of key goals as well as delineated parties responsible for each task. Additional enhancements were also made to the plan after meeting with the County Administrator in February 2008.

The following is a copy of the plan that was submitted to Lexington County EDO staff in March 2008. As shown in Figure 1, it has three key elements:

Figure 1



Proposed Mission Statement

Working with its economic development allies, the economic development office's primary purpose is to expand, retain and recruit businesses and industries that increase the County's tax base and the economic prosperity of the citizens of Lexington County.

Proposed Organizational Goals

Goal One – Expansion and Retention of Existing Industry

The Lexington County Economic Development Office (LCEDO) should work with the Central South Carolina Alliance, the State Department of Commerce, electric power providers and other utilities, and other development allies to provide existing companies services that encourage their expansion and retention in Lexington County.

Purpose of this Goal:

The purpose of this goal is to generate the following:

- Goodwill with the existing companies
- Leads for competitive expansions, i.e.; expansions where a Lexington County plant is competing with a plant in another location for a capital allocation or aversion of closure
- Leads among existing industry suppliers or business contacts for new plant locations in Lexington County
- Summaries of business issues that are positive (good marketing points) or negative (good to submit to the State with recommendations for change), i.e.: Worker's Comp issues that could be remedied with Legislative changes

The Lexington County EDO should examine the results generated from each existing industry visit and use this information to brief County Council and leverage creation of additional jobs and investment in the County.

Key Objective – Development of an Existing Industry Call Program

Develop an existing industry survey and call schedule that ensures that medium and large county employers will be called on periodically to verify potential expansion and retention opportunities, business climate improvement opportunities, and potential leads for new prospects.

Primary Tasks:

- a) Develop a concise (likely 2 page) existing industry questionnaire that can be utilized by the County Economic Development Office. A copy of this questionnaire can be found in Appendix II.

A critical component of the success of the Industry Call Program is that diligent follow-up occurs for each of the information requests made by each industry visited. Even though the County may not be able to directly address each item for follow-up, the LCEDO should make the appropriate referrals within the state economic development ally network to ensure follow-up is completed.

Deadline: March 25, 2008
Responsible Party: Economic Development Office Staff

- b) Develop a list of plant call targets with 25 or more employees. Companies should be sorted by County Council District. A mixture of manufacturing, distribution and office should be selected.

Deadline: April 1, 2008
Responsible Party: Economic Development Office Staff

- c) Conduct company interviews with District Council members, when possible. The LCEDO should initially plan to conduct one visit per month, beginning in April 2008. After one year, the LCEDO should analyze the frequency of these visits and make adjustments, if necessary.

Deadline: Beginning in April 2008, then ongoing
Responsible Party: Economic Development Office Staff, with district Council members as available

- d) Collect and summarize the findings of interviews in order to present business climate needs to County Council and respond to as many existing industry needs as possible.

Deadline: Ongoing
Responsible Party: Economic Development Office Staff

- e) Make recommendations regarding action items related to improving the business climate for existing companies and incorporate this into the strategic plan.

Deadline: January 2009 and each January thereafter
Responsible Party: Economic Development Office Staff

Goal Two – Industrial Product Development

The LCEDO should continue development of industrial location product across all areas of the County that ensures industrial product will be available for the next five years. The LCEDO should also complete development and marketing of the Saxe Gotha Park to expedite property sales within the park. It should evaluate the potential and conduct planning necessary to develop industrial parks adjacent to Aiken and Newberry Counties, as well as the development of other non-interstate sites in the more rural areas of the County, including, but not limited to, areas adjacent to the Pelion Airport.

Purpose of this Goal:

Currently, Lexington County's inventory of industrial parks and sites is extremely limited. It is critical that Lexington County develop a pipeline of industrial product that will begin coming online as soon as possible and provide additional properties on an ongoing basis.

Key Objective – Evaluation of Product Inventory and Needs

Survey exiting site and building product to verify assets and shortcomings

Primary Tasks:

- a) Conduct an inventory of all sites within the County.

Deadline: Completed
Responsible Party: Strategic Development Group, Inc., with guidance from the Economic Development Office Staff

- b) Inventory infrastructure including highways, water and sewer, electrical supplies and communication networks for the existing industrial sites.

Deadline: Completed
Responsible Party: Strategic Development Group, Inc., with guidance from the Economic Development Office Staff

- c) Categorize sites that are prepared for development into three primary categories: small (5-10 acre), medium (10-50 acre) and large (above 50 acres).

Deadline: Completed
Responsible Party: Strategic Development Group, Inc., with guidance from the Economic Development Office Staff

- d) Conduct a building inventory to verify the availability of building assets.

Deadline: Completed
Responsible Party: Strategic Development Group, Inc., with guidance from the Economic Development Office Staff

- e) Prepare maps showing findings of site and building survey and related recommendations.

Deadline: March 25, 2008
Responsible Party: Strategic Development Group, Inc., with guidance from the Economic Development Office Staff

- f) Certify sites that have been assembled and are ready for marketing. Areas around the Saxe Gotha core site would be excellent areas to be certified. When other industrial parks are ready to be brought online along the interstates, we suggest that they be certified as well. Given the scarcity of certification resources and the small inventory of other sites that exist, we would suggest certifying additional sites only if additional resources are available.

Deadline: December 31, 2008
Responsible Party: Economic Development Office Staff

Key Objective – Develop a Three and Five Year Site Development Plan

To ensure a short and longer term pipeline of site and building product, develop a three and five year site and building development plan. The plan should include the following:

- a) A summary of the areas of strength and weakness in the site and building inventory

Deadline: Completed
Responsible Party: Strategic Development Group, Inc.

b) A summary of recommendations, expected costs and related timelines.

Deadline: March 25, 2008
Responsible Party: Strategic Development Group with assistance from Economic Development Staff

Goal Three – Marketing and Recruitment

The LCEDO will work to assist the Central South Carolina Alliance and the State Department of Commerce to identify high potential business and industrial development leads and prospects. The LCEDO will act as the County's subject matter expert in the recruitment process. A major focus of this process will be securing company locations within the Saxe Gotha Park.

Purpose of this Goal:

The purpose of this goal is to supplement the efforts of the Central Alliance and the State providing greater efficiencies in marketing Lexington County.

Key Objective –Subject Matter Development

Conduct an intensive targeted marketing effort to identify companies likely to consider a location in Lexington County. Working with the Central South Carolina Alliance, the State of South Carolina and other economic development allies, verify other industry sectors that are likely to consider locations in both the rural and metro regions of the County.

We suggest that Lexington County consider the following industries for targeting:

- Logistics
- High value-added manufacturing operations
- Headquarters/office facilities

Deadline: Ongoing
Responsible Party: Economic Development Office Staff

Key Objective – Communicate Assets and Proposed Targets to Central Alliance and State

It is critical that the Alliance and State are armed with accurate sales information for Lexington County. The County should consistently provide development allies with updated demographic data as well as available site and building information. The County should develop a continuous line of communication to apprise allies of newly developing sales points that will increase the likelihood of successful recruiting efforts.

Deadline: Ongoing
Responsible Party: Economic Development Office Staff

Key Objective – Continue Development of County Marketing Materials

The County should develop and supply economic development allies with updated marketing materials including site and building fliers. Marketing materials should be electronic and modular in nature to provide flexibility for various types of electronic or printed submissions.

Deadline: June 15, 2008
Responsible Party: Economic Development Office Staff/Consultants

Key Objective – Assist with Prospect Visits

The LCEDO should assist the Central South Carolina Alliance and the State in hosting prospects looking at Lexington County. County developers should work as a key part of the recruiting team and serve as the County subject experts.

Deadline: Ongoing
Responsible Party: Economic Development Office Staff

Preliminary Website Commentary

Introduction

Lexington County asked us to conduct a brief review of their Economic Development website (see Figure 2) and make comments regarding potential areas of improvement. The following is a summary of both positive highlights of the site and areas that could use some improvement.

FIGURE 2



Positive Highlights

- Fast loading site except for the navigation bar on the homepage
- Makes great use of an effective color palette
- Well thought out navigation hierarchy / information architecture
- Content contrasts well, again, attributable to the 'light' color palette and effective use of 'white space' between modular areas

Areas that Need Improvement

- The main navigation bar on the homepage takes a long time to load. Users may leave the site because they cannot access the additional informational navigation buttons.
- There are several misspellings throughout the site and much of the data needs to be updated.
- The navigation from homepage to interior pages changes, which could confuse some users – consistency in the navigation is critical to making sure users understand where they are and where the location is in relation to the broader content structure.
- The use of the aforementioned ‘light’ color palette begs for a bolder approach in the ‘section headings’. For instance, on the homepage there is good separation of modular content elements but it is really hard to discern between the various areas.
- A strange effect occurs on the interior pages (see Figure 3). The navigation shifts to the left and, while not a major issue affecting the sites usability, the misalignment reflects poorly on an otherwise nice website.

FIGURE 3



- The design ‘theme’ should have a bolder, more prominent design effect for ‘headings’ of all these sections and also the page headings/titles on the interior pages in general.
- On the interior pages of the site, the navigation, while easy to use, should use a stronger, contrasting color for the sub-menu items so they are easier to read and stand out against the underlying site/content.

Analysis of Existing Industrial Properties

Introduction

Today's site location decisions are typically made quickly, and it is more critical than ever that industrial sites, parks and buildings be available for site location decision analysis. If product is not available, site locators will typically move on to analyze other locations in which product is available and ready for use. The most successful County and regional development organizations have a product which is immediately available, but also maintain a pipeline of properties that will continue to become available on an ongoing basis.

There are a number of factors which are most often considered by site selectors including transportation and availability of a qualified workforce. Figure 4 shows the latest list of primary site selection factors provided by Area Development. Lexington County is already well positioned for many of these factors; as the county evaluates new product development, these factors should be considered.

FIGURE 4

Top 10 Site Selection Factors

Ranking	Factor	2006	2005
1	Labor Costs	95.0	87.9
2	Highway Accessibility	90.9	91.4
3	Corporate Tax Rate	90.8	85.0
4	State and Local Incentives	88.6	86.0
5	Availability of Telecommunication Services	88.3	79.8
6	Tax Exemptions	86.7	83.6
7	Occupancy or Construction Costs	85.5	83.7
8	Availability of Skilled Labor	85.1	87.2
9	Energy Availability and Costs	82.4	82.8
10	Availability of High-speed Internet Access	82.1	85.7

Source: Area Development - 2007

Final Report and Strategic Plan



A key portion of the Lexington County Study was to analyze the available sites, buildings and industrial parks in the County and to make recommendations for future development. Unfortunately, Lexington County has a relatively small inventory of available sites, parks and buildings; we believe the size of this inventory will hinder current and future economic development efforts in Lexington County.

It is understood that the County's purchase of the Saxe Gotha Park was a major financial commitment for the County. We believe that completion of the development of this park will occur in the near future and so we therefore recommend that efforts be taken immediately to identify other properties that the County can begin developing.

Summary Analysis of Existing Sites

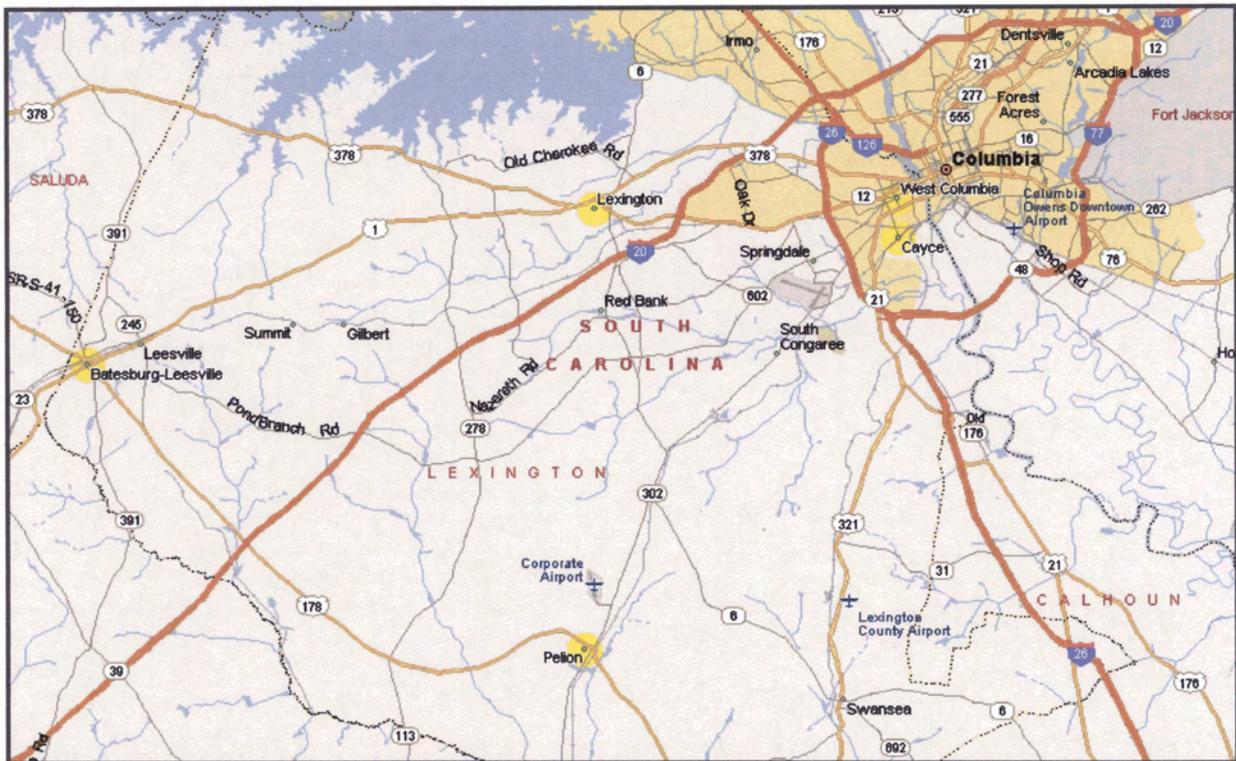
As part of this project, the consultant conducted visits to each Site and Park listed on the County's website, shown in Table 1, as well as proposed joint county parks with Newberry and Aiken County.

TABLE 1

Acreage	Site/Park Name	Community	Electricity Supplier
282 Acres	CAE North Industrial Site	West Columbia	Mid-Carolina Electric Cooperative
72 Acres	Dixiana Rail Industrial Site	Cayce	South Carolina Electric & Gas Co.
29 Acres	Dreher Industrial Site	Lexington	Mid-Carolina Electric Cooperative
135 Acres	Lexington Co (Sandhills) Industrial Park	Cayce	South Carolina Electric & Gas Co.
175 Acres	Lexington County West Industrial Site	Batesburg-Leesville	South Carolina Electric & Gas Co.
80 Acres	Pelion Airport Industrial Park	Pelion	Duke Power Company

The heaviest concentration of sites in Lexington County is in the Cayce/West Columbia area as shown in Figure 5. Two rural sites are located at Batesburg-Leesville and adjacent to the Pelion Airport.

FIGURE 5



Overall, Lexington County's inventory of sites for industrial development is very thin; sites in the more urban areas, particularly the Saxe Gotha site, the Dreher site and parts of the Sandhills Industrial Park, are likely to sell in the near future, while more rural sites that lack infrastructure development will take longer to sell.

The following are general comments on each of the sites listed in Lexington County's site inventory:

CAE North Industrial Site:

This site is located adjacent to the Columbia Airport and has a large portion of the site reserved for aircraft related business use. The site includes Foreign Trade Zone Access and has excellent interstate and airport access. Utilities are proximate and available.

This site has very good potential for development. Because the site is partially dedicated to aircraft related business, it may take a bit more time to locate a business on the site; however, we believe this designation is wise.

Other Comments: The site size should be verified; different websites reference 202 acres and 282 acres. The name of the previous county developer should also be removed from the website as the economic development contact. Also, the flyer indicates that zoning is not industrial. This should be checked; industrial zoning is preferable.

The Saxe Gotha Park (Dixiana Rail Site)

We believe that the Saxe Gotha Site has great potential for industrial or logistics development and will receive frequent looks for both types of prospects. The site has excellent interstate, rail, and airport access. Regarding port access, the site provides easy access to Charleston as well as Norfolk, Savannah and Jacksonville. The site remains close to the Port of Charleston but is out of the range of coastal salt spray which is often a key decision factor for automotive facilities. We expect this site, if prepared correctly in terms of certification, utilities and road access, will begin to sell in the near term.

Like other large sites in the southeast, we expect the County will be faced with the difficult decision whether to divide the site into smaller parcels for distribution, logistics and medium manufacturing, or to retain a large site for use by automotive or other large manufacturer.

Other Comments: The site size should be verified. The site flyer reflects a 72 acre size and we believe the size (perhaps under option) has expanded. If not already developed, marketing materials beyond what is shown on the website should be generated.

The Dreher Site

The Dreher site has excellent interstate and rail access and is located in an area that will be attractive to manufacturing facilities. Air and port access are also good. We understand the site has been certified, although there is no indication of certification on the web flyer. We expect prospect activity at this site will be frequent and that development at the site will occur in the near term.

Other Comments: If the site has been certified, this information should be reflected in the web flyer and other marketing information.

Sandhills Industrial Park

The Sandhills Industrial Park has numerous attributes that will be attractive to both manufacturing and distribution related companies. Its interstate access is excellent and rail, port and air access is good. The only major drawback of the park at this time is aesthetics. Existing building quality in the park is not conducive to high-end industrial development. The park might do well to add improved signage and landscaping.

It is recommended that the portion of the park that is not yet developed be the focus of aesthetic improvements, i.e. one end of the park is “Class B” and one end of the park is “Class A.” We believe the park has great potential for development if recommended improvements are made.

Lexington County West Industrial Site (Batesburg-Leesville)

We believe the Batesburg-Leesville site has limited potential for development at this time. Site challenges include the distance to interstate (9 miles to I-20, 23 miles to I-26), lack of sewer (4000 foot extension), lack of natural gas and a rural location. We believe the site could be attractive for a larger user seeking a buffer around the site or developed as a park with smaller sites. We expect inducements would have to be significant to attract a user to the site.

Pelion Airport Industrial Park

We have been asked to provide a preliminary analysis of the Pelion Airport Park in terms of its potential for development as an industrial park to serve aircraft maintenance or related facilities. The “park” currently consists of the land around the airport which is undeveloped. The site has no sewer or gas service and is located 10 miles from the closest interstate.

Like the Batesburg-Leesville site, we believe development potential at the Pelion Airport Park is limited. Since numerous airports of similar size are located throughout South Carolina and surrounding states and the fact that the Columbia airport is relatively close, the Pelion Airport would have to establish a competitive advantage that is different than other similar airports. We recommend that the County seek the advice of firms that specialize in the development of airports to further verify the likely costs and returns of developing the Pelion Airport Park.

Industrial Property Recommendations

- 1) Continue to develop the I-77/12th Street extension as an office/headquarters corridor.
- 2) Develop a suite of 1 to 2 large sites in the 500-1200 acre size range and a series of medium sized sites, preferably in a park setting. Locations near existing interstate interchanges should be the focus of evaluation.
- 3) Consider the potential of developing large sites adjacent to intersections of major interstates and other roadways. Preliminary plans and approvals for installations of interchanges should be secured.
- 4) Consider development of a joint industrial park/large site with Calhoun County at exit 125 on I-26.
- 5) Reevaluate the potential of joint developments with Aiken County along I-20 and Newberry County on I-26.
- 6) Aggressively develop a pipeline of site offerings that ensures new product will be coming on line over the next 15 years.
- 7) Consider certifying sites that meet the needs of data center locations. Key site attributes will include ample and redundant power, abundant water and availability of fiber.

Appendix I

The following is a listing of key community leaders that were interviewed during this project. Scott Adams: Prysmian Cable Systems, Smokey Davis: Lexington County Council, Bill Banning: Lexington County Council, Gira Patel: Gira Steel, Doug McCarthy: Accurate Manufacturing, Jim Duckett: Town Administrator, Avery Wilkerson: Cayce Mayor, Eddie Cogdill: Berwick Offray, Eddie Richardson: Mid Carolina Electric, Dr. Karen Woodward: Lexington County School District.

Lexington County Opinion Questionnaire Community Leaders and Businesses

1. What do you think are the most significant attributes that Lexington County has to offer businesses to invest and create jobs in the County?
2. What do you think would be the most effective way to promote Lexington County to firms as a good place to establish a business?
3. What should the County do to support and encourage the growth of *existing* firms?
4. What kind of business and industry would you like to see recruited to the County? (Labor-intensive, high wage, big tax payers, environmental friendly, tourism, manufacturing, retail, distribution, agriculture related, etc.)
5. If you were in charge, what would be the most significant change or improvement you would make to improve the County's development program?
6. How much money should the Development Office spend each year to promote the County?
7. Do you think the County should promote itself or put its promotional money into a pool with an alliance of other counties?
8. Is there any way Lexington County can help your facility add jobs or investment?
9. Do you know of any corporations that might consider an investment in Lexington County that should be contacted?



COMMITTEE REPORT

RE: 2008-09 CDBG and HOME Annual Action Plan

DATE: April 9, 2008

COMMITTEE: Planning & Administration

MAJORITY REPORT: Yes

The Planning & Administration Committee convened on Tuesday, April 8, 2008 to review the proposed 2008-09 CDBG and HOME Annual Action Plan.

Mr. Ronald Scott, Community Development Director, presented the proposed 2008-09 Annual Action Plan that the County is required to submit to the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program (funds allocated \$1,418,214) and the HOME Investment Partnerships (HOME) Program (funds allocated \$755,090). The Annual Action Plan outlines the County's plan for using the program funds in Lexington County communities and identifies and describes the projects which have been approved by County Council. The Plan must be submitted to HUD no later than May 15, 2008.

The availability of the Action Plan and public comment period was advertised in The State newspaper on April 3, 2008. The 30-day comment period will end May 3, 2008. The Action Plan is also posted on the County's website for public review. The public hearing will be held on April 16, 2008 at 10:00 a.m. at the South Region Service Center Community Room and at 2:00 p.m. in the County Council Chambers.

The Planning & Administration Committee voted to recommend that full Council approve the proposed 2008-09 CDBG and HOME Annual Action Plan for submittal to the United States Department of Housing and Urban Development (HUD).

Attachment: 2008-09 CDBG and HOME Annual Action Plan

**County of Lexington, South Carolina
Community Development Department
2008-09
Annual Action Plan**



PROGRAM YEAR 2008
JULY 1, 2008 – JUNE 30, 2009

Staff

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Introduction

Lexington County has been a participant in the Community Development Block Grant (CDBG) Program since July 1, 2000. As of July 1, 2008 the County is a new Participating Jurisdiction (PJ) in the HOME Investment Partnerships Program. These programs are sponsored by the United States Department of Housing and Urban Development (HUD) through an annual federal budget allocation.

Community Development Block Grant (CDBG) Program

The primary objective of the CDBG Program is to develop sustainable communities through improved housing, living, and economic conditions. Activities under this program must predominately benefit persons of low- and moderate-income (LMI defined by HUD as household income that is less than 80% of the area median income), must meet one of three national objectives, and must be eligible under the CDBG requirements.

The National Objectives for the CDBG Program are to:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

Lexington County's participation is through the Urban County Entitlement portion of this block grant. The County became eligible for this entitlement when its population exceeded 200,000 in the unincorporated areas. The County receives funds directly from HUD each year, based on Congressional apportionment.

HOME Investment Partnerships (HOME) Program

The primary objective of the HOME Investment Partnerships (HOME) Program is to create affordable housing for LMI households. HOME provides formula grants to states and localities that communities use—often in partnership with local nonprofit groups—to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.

As part of HOME Program implementation, the County receives funds under the American Dream Downpayment Initiative. The objective of the American Dream Downpayment Initiative (ADDI) is to increase the homeownership rate, especially among lower income and minority households, and to revitalize and stabilize communities. The Program was created to assist low-income first-time homebuyers in purchasing single-family homes by providing funds for downpayment, closing costs, and rehabilitation carried out in conjunction with the assisted home purchase.

Annual Action Plan

In accordance with HUD guidelines, the Annual Action Plan is developed each year to identify specific activities that address priorities and goals established in the Consolidated Plan.

In developing the Annual Action Plan, the County reviews the Consolidated Plan, seeks public input, and conducts formal or informal needs assessments to determine whether the direction set in the Consolidated Plan is still pertinent and whether additional needs have surfaced that may be met through the CDBG and HOME programs.

Broad priorities for the County's CDBG and HOME programs are described in the Consolidated Plan. They are:

- Priority Need 1: Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.
- Priority Need 2: Ensure adequate and safe infrastructure to meet basic needs of residents.
- Priority Need 3: Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish strategies for implementation.
- Priority Need 4: Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.
- Priority Need 5: Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI persons.
- Priority Need 6: Provide and/or support adequate, safe and affordable housing.
- Priority Need 7: Provide mechanisms and forums for collaboration, coordination, and community capacity building.
- Priority Need 8: Support programs that provide housing and services for homeless populations.

Citizen Participation

Opportunities for citizen participation were present throughout the development of the Annual Action Plan. The following meetings were open to the public and included discussions of the **County's housing and community** development needs and activities to be undertaken described in the Plan.

- 8/30/07 CAPER and Annual Needs Assessment Public Hearing
- 12/16/07 CDBG Advisory Committee Meeting – CDBG Program
- 2/12/08 Lexington County Council Planning/Administration Committee Meeting
Lexington County Council Meeting
CDBG Program

- 2/25/08 CDBG Advisory Committee Meeting – HOME Program
- 3/25/08 Lexington County Council Planning/Administration Committee Meeting
Lexington County Council Meeting
HOME Program

A notice of availability and public hearing for the 2008-09 Action Plan was published on April 3, 2008 in *The State* newspaper. **This notice was published in the “Neighbors” section in all three Lexington County zones.** The first public hearing was held on April 16, 2008, at 10:00 a.m. at the South Region Service Center Community Room in Pelion, SC. The second public hearing was also held on April 16, 2008, at 2:00 p.m. at the Lexington County Administration Building in Lexington, SC. The thirty-day comment period began April 4, 2008 and ended May 3, 2008.

Resources

FEDERAL RESOURCES

CDBG and HOME funds are the only formula entitlement grant funds that Lexington County receives directly from HUD. Lexington County CDBG funds are not being used to meet local match requirements for any other HUD programs. Projects identified in this Action Plan will be funded from the **County’s 2008** CDBG allocation of \$1,418,214, uncommitted CDBG funds from previous years, HOME allocation of \$750,000, and ADDI allocation of \$5,090. No program income is anticipated for CDBG. However, as the County establishes various HOME-related programs, there may be opportunities for program income. When feasible, the County will provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, or real property to carry out the activities identified in this plan.

CDBG ADMINISTRATION AND PROJECTS

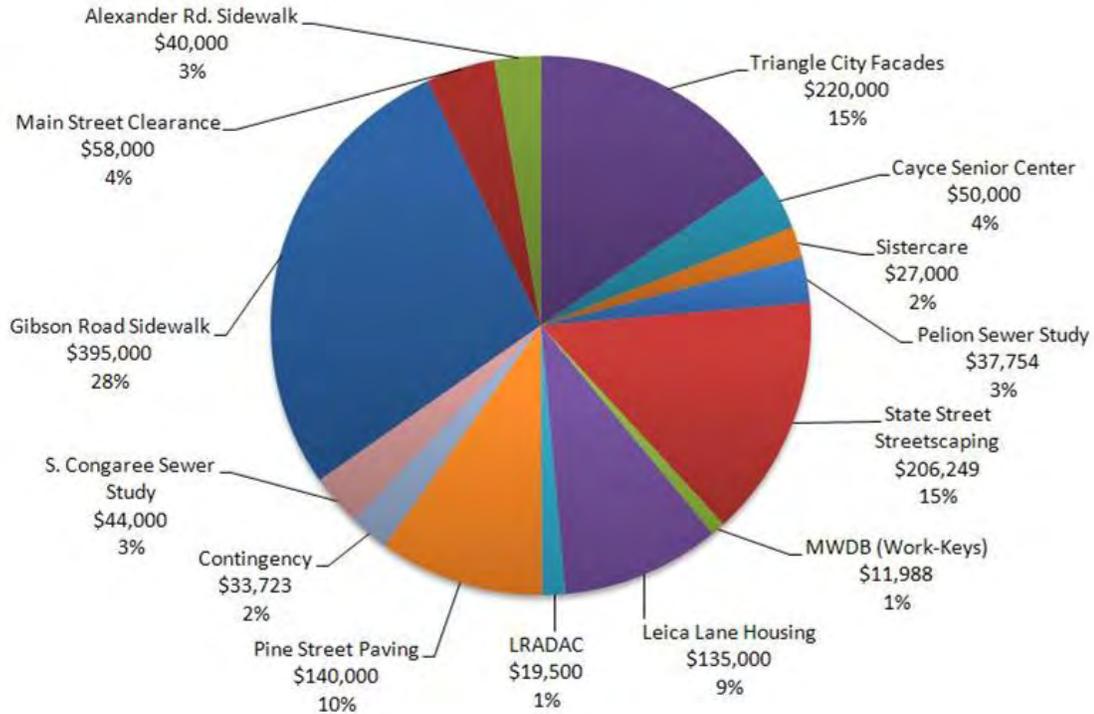
The CDBG Program regulations limit the amount of grant expenditure for planning costs and administration of the Program to 20% of the annual grant. Based on the 2008 award amount, the County is limited to no more than 20% (\$283,642) of \$1,418,214 for planning costs and administration. The County has budgeted \$81,754, or approximately 6%, of the 2008 grant award for planning costs. Funds for Administration will also be provided through unexpended funds from previous grant awards.

The CDBG Program regulations also limit the amount of expenditure for public service activities. In accordance with these limitations, Lexington County does not allocate more than 15% of the annual grant amount for public service activities during a program year. Based on the 2008 award amount, the County is limited to no more than 15% of \$1,418,214 or \$212,732 for these activities. The County has budgeted \$58,488 or 4% of the grant amount for Public Service Activities. The County has budgeted approximately 2% or \$33,723 of the 2008 grant award for contingency to cover potential cost overruns in the activities described in this Plan. If these funds are awarded for any other activities, the appropriate citizen participation and amendment **processes described in the County’s Citizen Participation Plan will be undertaken.**

CDBG PROGRAM YEAR 2008 FUNDING SOURCES	
CDBG	\$1,418,214
CDBG – Prior Years (estimated)	\$293,522
TOTAL:	\$1,711,736

2007-08 CDBG PROJECTS			
Activities	Total Funds Allocated	2008 Program Funds	Previous Years Funds
Infrastructure & Other Public Facilities			
Gibson Road Sidewalk	\$395,000	\$395,000	
State Street Streetscaping Phase III	\$206,249	\$206,249	
Pine Street Paving	\$140,000	\$140,000	
Cayce Senior Center Feasibility	\$50,000	\$50,000	
Alexander Road Sidewalk Phase II	\$40,000	\$40,000	
Planning			
Pelion Area Sewer Study	\$75,000	\$37,754	\$37,246
South Congaree Sewer Study	\$44,000	\$44,000	
Lexington County Needs Analysis	\$30,000		\$30,000
Public Services			
Sistercare Pick-Up Truck and Trailer	\$27,000	\$27,000	
Women's Community Residence Van	\$19,500	\$19,500	
Lexington Economic Advancement Project	\$11,988	\$11,988	
Neighborhood Revitalization			
Triangle City Façade Improvements	\$220,000	\$220,000	
Main Street Property Clearance	\$58,000	\$58,000	
Affordable Housing			
Leica Lane Affordable Housing	\$135,000	\$135,000	
Administration			
CDBG Program Administration	\$226,276		\$226,276
Contingency			
2008 Program Contingency	\$33,723	\$33,723	
TOTAL:	\$1,711,736	\$1,418,214	\$293,522

2008-09 CDBG DISTRIBUTION AWARD: \$1,418,214



2008-09 CDBG Projects	2008 Funds
Gibson Road Sidewalk	\$395,000
Triangle City Façade Improvements	\$220,000
State Street Streetscaping Phase III	\$206,249
Pine Street Paving	\$140,000
Leica Lane Affordable Housing	\$135,000
Main Street Property Clearance	\$58,000
Cayce Senior Center Feasibility	\$50,000
South Congaree Sewer Study	\$44,000
Alexander Road Sidewalk Phase II	\$40,000
Pelion Area Sewer Study	\$37,754
Program Contingency	\$33,723
Sistercare Pick-Up Truck and Trailer	\$27,000
Women's Community Residence Van	\$19,500
Lexington Economic Advancement Project	\$11,988
TOTAL:	\$1,418,214
NOTE: \$30,000 WILL ALSO BE ALLOCATED TO THE LEXINGTON COUNTY NEEDS ANALYSIS USING UNEXPENDED CDBG FUNDS	

HOME ADMINISTRATION AND PROJECTS

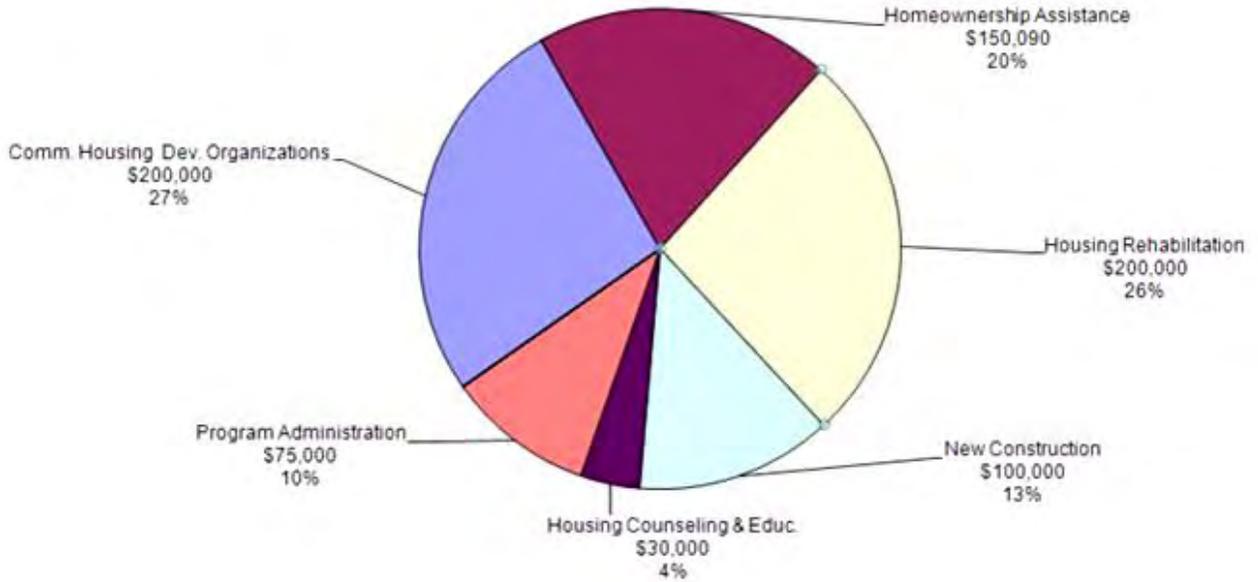
HOME Program regulations limit the amount of grant expenditure for planning costs and administration of the Program to 10%. Based on the 2008 award amount, the County is limited to no more than 10% (\$75,000) of \$750,000 or for planning costs and administration. The County has budgeted \$75,000, or approximately 10%, of the 2008 grant award for planning costs and administration. Additional funds for administrative costs to implement the HOME Program will be provided through the County's general fund.

As the County of Lexington enters the development stages of its HOME Program, criteria will be established to certify Community Housing Development Organizations (CHDO) to assist the County in accomplishing the goals and objectives of the HOME Program. Staff will actively seek and meet with non-profit organizations which serve the County area, and which already have CHDO designation with the State Housing Finance and Development Authority. Staff will also meet with organizations desiring to become certified as a CHDO.

HOME PROGRAM YEAR 2008 FUNDING SOURCES	
HOME	\$750,000
ADDI	\$5,090
TOTAL:	\$755,090

2007-08 HOME PROJECTS			
Activities	Total Funds Allocated	2008 Program Funds	Previous Years Funds
Affordable Housing			
Community Housing Development Organizations	\$200,000	\$200,000	
Homeownership Assistance Program	\$150,090	\$150,090	
Housing Rehabilitation Program	\$200,000	\$200,000	
New Construction	\$100,000	\$100,000	
Housing Counseling and Education	\$30,000	\$30,000	
Match			
Leica Lane Housing Project (Habitat for Humanity)	\$538,000	\$538,000	
New Construction Project (Habitat for Humanity)	\$217,500	\$217,500	
Administration			
HOME Program Administration (10% of grant)	\$75,000	\$75,000	
Home Program Administration (County gen. fund)	\$13,993	\$13,993	
TOTAL:	\$1,524,583	\$1,524,583	

2008-09 HOME/ADDI DISTRIBUTION AWARD: \$755,090



2008-09 HOME/ADDI Allocation Projects	2008 Funds
Community Housing Development Organizations	\$200,000
Homeownership Assistance Program	\$150,090
Housing Rehabilitation Program	\$200,000
New Construction	\$100,000
Housing Counseling and Education	\$30,000
HOME Program Administration (10% of grant)	\$75,000
TOTAL:	\$755,090

OTHER RESOURCES

CDBG Sub-Recipients

- **Habitat for Humanity \$710,000** – Habitat for Humanity is contributing \$710,000 toward the Leica Lane Affordable Housing project funded through the CDBG Program. This contribution will be in the form of recycled mortgage payments, church and corporate sponsors, State housing grants, and other Habitat resources. Since this affordable housing project is also HOME Program eligible, the additional funding will be counted as required “match” funding for the County’s HOME Program. Of the \$710,000 in additional non-federal funding, approximately \$538,000 will be counted toward meeting match requirements for the HOME Program. The sub-recipient agreement with Habitat for Humanity will require documentation of the non-federal funding for match.
- **Midlands Workforce Development Board (Central Midlands Council of Governments) \$76,506** – The Midlands Workforce Development Board is contributing \$76,506 in Workforce Investment Act funds toward the Lexington Economic Advancement Project (LEAP) funded through the CDBG Program.
- **City of Cayce \$206,249** – The City of Cayce is contributing grant funds from the South Carolina Department of Transportation (SCDOT) and funds from the City’s Tax Increment Fund for the streetscaping project funded through the CDBG Program. The funds equal approximately \$206,249.
- **City of West Columbia \$22,000** – The City of West Columbia is contributing \$22,000 from property owners toward the Triangle City Façade Improvements Project funded through the CDBG Program.
- **City of West Columbia \$36,760** – The City of West Columbia is contributing \$36,760 from SCDOT grants toward the Alexander Road Sidewalk Project funded through the CDBG Program.

A number of other resources, including private, non-profit, local, state and federal programs, can be used to address housing, community development, and special needs. Approximately sixty-nine organizations provide services on a statewide or regional basis for non-homeless, special needs populations, including the elderly, low-income families, persons with mental and physical disabilities, and persons with AIDS/HIV. These organizations provide advocacy, direct assistance, funding, information, or referrals for those populations.

The majority of funding for housing and community development programs in Lexington County originates from federal sources. Some programs including CDBG, HOME, Low Income Housing Tax Credits (LIHTCs), Section 8 rental assistance programs, and Low Income Home Energy Assistance (LIHEAP), are allocated based on formulas. Other programs are available only on a demonstration basis or through a competitive process on a national or regional level. These sources of funds are more difficult to obtain and less secure as a long-term funding source.

HOME MATCH REQUIREMENTS

Match requirements for the County’s HOME Program for FY 2008-09 will be met through the additional non-federal funding provided for the Habitat for Humanity Project on Leica Lane, which is partly funded through the CDBG Program. All of the additional non-federal funding for

the Leica Lane Project, excluding the State Housing Trust Fund grant, will be counted toward meeting match requirements for the HOME Program (approximately \$538,000 of match). The sub-recipient agreement with Habitat for Humanity for the Leica Lane Project will require documentation of the additional funding for match.

Match requirements for HOME will also be met through the Habitat for Humanity New Construction Project funded through the HOME Program. All of the additional non-federal funding, excluding the State Housing Trust Fund grant, will be counted toward meeting match requirements for the HOME Program (approximately \$217,500 of match). The sub-recipient agreement with Habitat for Humanity for the New Construction Project will require documentation of the additional funding for match.

We anticipate an estimated total of \$755,500 in match funding for the program year. Funding **has also been set aside in the County's general fund to be used, if needed, for HOME Program** match requirements. According to the guidelines of the HOME Program, match funding occurring during the program year will be carried forward to meet match requirements in future program years.

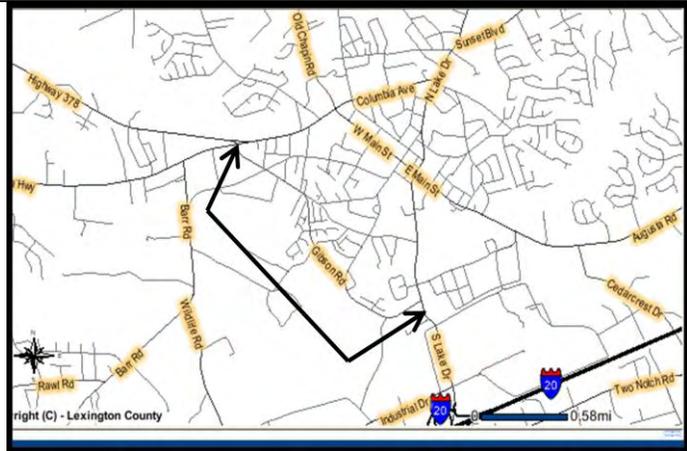
Activities to be Undertaken

INFRASTRUCTURE AND OTHER PUBLIC FACILITIES

GIBSON ROAD SIDEWALK TOWN OF LEXINGTON

Description

CDBG funds will construct a sidewalk in the Town of Lexington along the eastbound lane of Gibson Road from Augusta Highway (US 1) at Ben Satcher Ford to South Lake Drive (Highway 6). The sidewalk will provide LMI households with adequate and dependable facilities where none are currently present.

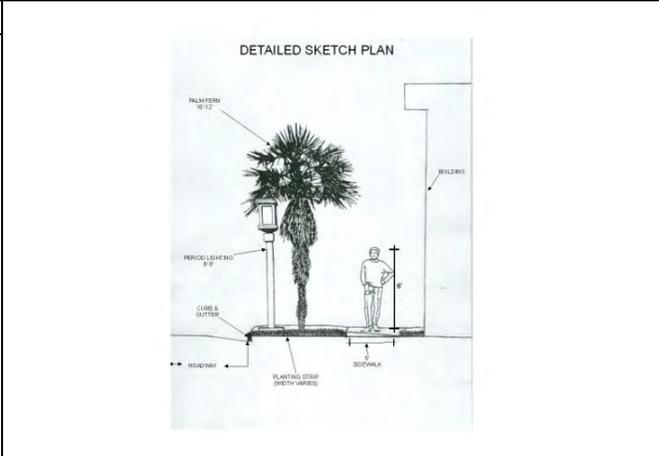


Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$395,000
HUD Matrix Code:	03L– Sidewalks		
Location:	Gibson Road between US 1 and South Lake Drive	TOTAL:	\$395,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> ● Availability/Accessibility ● Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> ● Enhance Suitable Living Environment through Improved Accessibility ● Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 021013, Block Group 2. The total population of this area is 1,373 with 61.59% LMI.		Completion Date:
Administered by:			Central Midlands Council of Governments

STATE STREET STREETSCLAPING PHASE III

CITY OF CAYCE

Description
 This project in the City of Cayce is part of a larger streetscaping effort for State Street, which began in 2001. This phase of the project will include replacing substandard sidewalks/curb/gutter, installing landscaping and lighting, and upgrading the substandard water main along State Street from Poplar Street to Michaelmas Avenue.

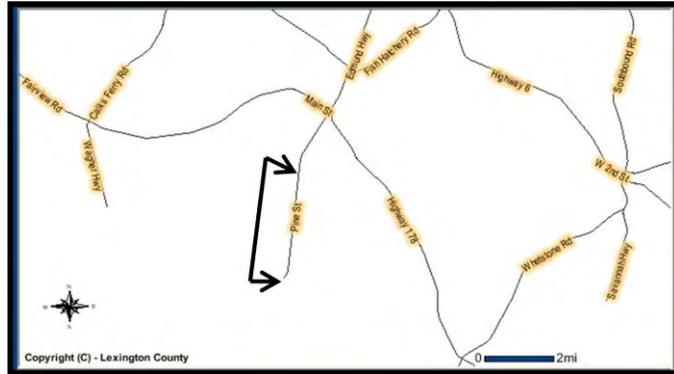


Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$206,249
HUD Matrix Code:	03K – Street Improvements	City of Cayce	\$206,249
Location:	State Street from Poplar Street to Michaelmas Avenue in the City of Cayce.	TOTAL:	\$412,498
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020201, Block Groups 1. The total population of this area is 579 with 57.9% LMI.		Completion Date:
Administered by:	Central Midlands Council of Governments		

**PINE STREET PAVING
TOWN OF SOUTH CONGAREE**

Description

CDBG funds will pave a dirt road, Pine Street, located in the Town of South Congaree. The surrounding streets in this area have been paved for several years. The project will provide a safe, dependable road surface in this area and improve conditions for emergency vehicles, buses and other traffic.



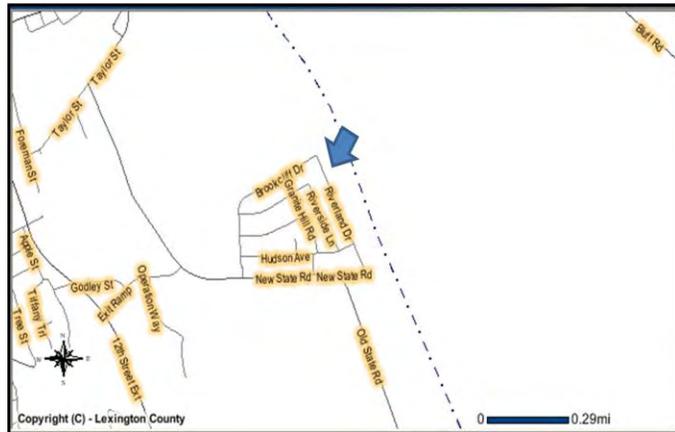
Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2008:	\$140,000
National Objective:	570.208 (a) (1) Low Mod Area		
HUD Matrix Code:	03K – Street Improvements		
Location:	Pine Street in the Town of South Congaree	TOTAL:	\$140,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020703, Block Group 1. The total population of this area is 1,319 with 56.12% LMI.	Completion Date:	
		By or before June 30, 2010	
Administered by:	Central Midlands Council of Governments		

CAYCE SENIOR CENTER FEASIBILITY

CITY OF CAYCE

Description

CDBG funds will be used to conduct a feasibility study for construction of a senior center in the Riverland Park neighborhood in the City of Cayce. The study will include required HUD environmental review, soil samples and testing, architectural drawings and specifications, and other preliminary activities.



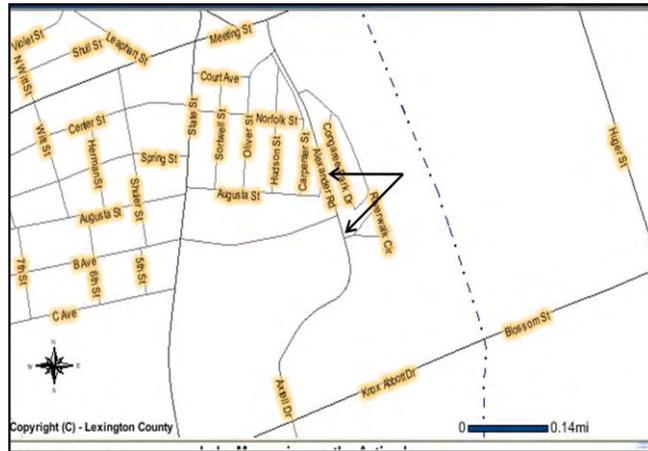
Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$50,000
HUD Matrix Code:	03A – Senior Centers		
Location:	Brookcliff and Riverland Drive – City of Cayce	TOTAL:	\$50,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	This project will benefit senior citizens. Senior citizens are presumed by HUD to be LMI.		Completion Date:
Administered by:	Central Midlands Council of Governments		By or before June 30, 2010

ALEXANDER ROAD SIDWALK PHASE II

CITY OF WEST COLUMBIA

Description

CDBG funds will construct a crosswalk and continue a sidewalk along Alexander Road in West Columbia. The City has received grant funds from SCDOT to construct a sidewalk along a portion of the east side of Alexander Street beginning at the Riverwalk Park and Ampitheater near Meeting Street. The CDBG funds will be used to build a crosswalk and continue the sidewalk on the opposite side of the street.



Eligibility Citation:	570.201 (c)	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$40,000
HUD Matrix Code:	03L – Sidewalks	West Cola.	\$36,760
Location:	Alexander Road in the City of West Columbia	TOTAL:	\$76,760
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	Suitable Living Environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve Census Tract 020300, Block Group 1. The total population of this area is 1,913 with 74.73% LMI.		Completion Date:
Administered by:	City will procure administrator		By or before April 30, 2009

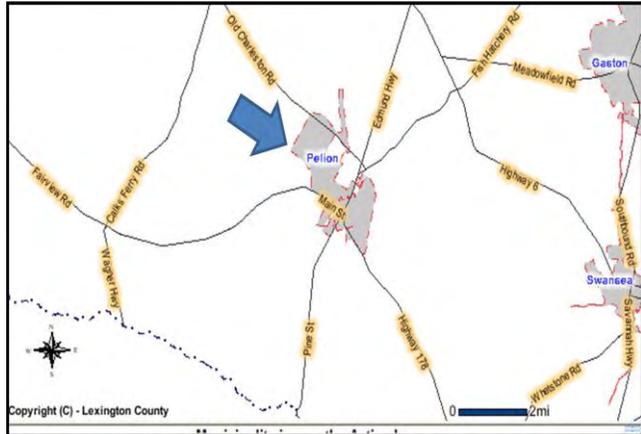
PLANNING

PELION AREA SEWER STUDY

JOINT WATER SEWER COMMISSION

Description

CDBG funds will be used to conduct a thorough and comprehensive study of extending public sewer service to the Town of Pelion. The Town is currently utilizing septic tank systems for sewer needs. This study, to be conducted by an external engineering firm well experienced with public sewer issues, will provide the Commission with both short and long-term options for providing sewer service for the area.



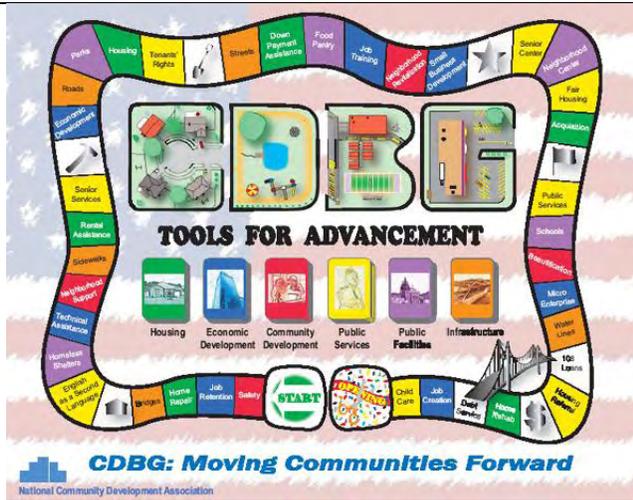
Eligibility Citation:	570.205	Funding:	
National Objective:	N/A (not required for Planning)	CDBG 2008:	\$37,754
HUD Matrix Code:	20 – Planning	Prior CDBG Funds:	\$37,246
Location:	Town of Pelion	TOTAL:	\$75,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	Completion Date:		
N/A (not required for Planning)	By or before February 28, 2009		
Administered by:	Joint Water Sewer Commission		

LEXINGTON COUNTY NEEDS ANALYSIS

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Description

CDBG funds will be used to conduct a comprehensive analysis of Lexington County needs that can be addressed through the County's Community Development Block Grant (CDBG) Program. The study will include the identification and prioritization of specific CDBG-eligible projects for each of the thirteen participating municipalities in the County's CDBG Program and unincorporated areas.



Eligibility Citation:	570.205	Funding:	
National Objective:	N/A (not required for Planning)	CDBG 2008:	\$30,000
HUD Matrix Code:	20 – Planning		
Location:	Lexington County and Participating Local Governments	TOTAL:	\$30,000
Priority Need:	Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish detailed strategies for implementation.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	N/A (not required for Planning)	Completion Date:	
Administered by:	Central Midlands Council of Governments	By or before June 30, 2009	

PUBLIC SERVICES

PICK-UP TRUCK AND TRAILER			
SISTERCARE			
Description			
<p>This project will provide funds to a domestic violence agency serving Lexington County battered women and their children. The funds are to be used to purchase a pick-up truck and trailer to transport clients and their possessions to safe housing.</p>			
Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$27,000
HUD Matrix Code:	05G – Battered and Abused Spouses		
Location:	Lexington County	TOTAL:	\$27,000
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:		Completion Date:	
<p>This project will benefit battered spouses residing in a Lexington County domestic violence shelter. Battered spouses are presumed by HUD to be LMI.</p>		By or before June 30, 2009	
Administered by:	Sistercare Staff		

WOMEN'S COMMUNITY RESIDENCE VAN

LEXINGTON RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL

Description

CDBG funds will purchase an 8-passenger mini-van to assist the Lexington-Richland Alcohol and Drug Abuse Council (LRADAC) in providing transportation assistance to the Women's Community Residence. The Women's Community Residence is a shelter for women in recovery from substance abuse, to assist them in developing essential life skills, utilizing community resources, and receiving supportive therapy. The vehicle will provide additional help to allow these women to travel to work, job interviews, and support groups.



Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$19,500
HUD Matrix Code:	05F – Substance Abuse Services		
Location:	Lexington County	TOTAL:	\$19,500
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:	This project will benefit LMI recovering substance abusers residing in a LRDAC women's residence. LMI status will be determined through income verification.		Completion Date:
Administered by:	LRADAC	By or before June 30, 2009	

**LEXINGTON ECONOMIC ADVANCEMENT PROJECT
MIDLANDS WORKFORCE DEVELOPMENT BOARD**

Description

CDBG funds will be used to administer skill assessment tests and training, named WorkKeys, to 333 LMI persons in Lexington County. The tests will be administered at the Lexington County Public Library branched in Swansea, Pelion, and Gilbert.



Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele	CDBG 2008:	\$11,988
HUD Matrix Code:	05H – Employment Training	MWDB (CMCOG)	\$76,506
Location:	Swansea, Pelion, and Gilbert areas of Lexington County	TOTAL:	\$88,494
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Creating Economic Opportunities 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Provide Economic Opportunity through Improved Accessibility 		
Beneficiaries:	This project will benefit LMI persons determined through income verification.		Completion Date:
Administered by:	Central Midlands Council of Governments – Workforce Development Board		By or before June 30, 2009

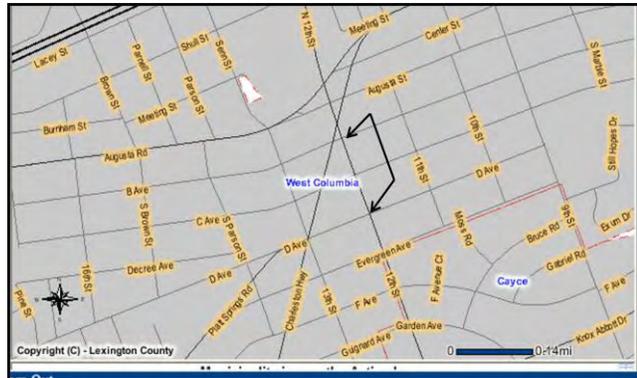
NEIGHBORHOOD REVITALIZATION

TRIANGLE CITY FAÇADE IMPROVEMENTS

CITY OF WEST COLUMBIA

Description

CDBG will provide funds for façade improvements to West Columbia businesses located along a 2-block area along the east side of 12th Street, from B Avenue to D Avenue. There are currently 19 businesses within the project area. This grant will be used for façade improvements to include painting, new awnings, walkway and signage lighting, and more uniform signage.



Eligibility Citation:	570.202	Funding:	
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2008:	\$220,000
HUD Matrix Code:	14E – Rehab; Pub./Pri.-Owned Comm. Indus.	West Cola.	\$22,000
Location:	Triangle City area of West Columbia	TOTAL:	\$242,000
Priority Need:	Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI residents.		
Objective:	<ul style="list-style-type: none"> Creating Economic Opportunities 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Provide Economic Opportunity through Improved Accessibility 		
Beneficiaries:	This project will serve the City of West Columbia which is 52.69% LMI.		Completion Date:
Administered by:	City will procure administrator		By or before June 30, 2009

AFFORDABLE HOUSING

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Description:

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.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$200,000
HUD Matrix Code:	To be determined		
Location:	To be determined	TOTAL:	\$200,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Outcome(s):	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Outcome Statement(s):	<ul style="list-style-type: none"> • To be determined when projects are selected 		
Beneficiaries:		Completion Date:	
This project will benefit LMI households determined through income verification.		By or before December 31, 2010	
Administered by:	Community Housing Development Organization(s) to be determined		

HOMEOWNERSHIP ASSISTANCE PROGRAM

COUNTY OF LEXINGTON

Description:

The Homeownership Assistance Program will provide downpayment assistance and/or closing cost assistance to LMI 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.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$145,000
HUD Matrix Code:	05R	ADDI 2008:	\$5,090
Location:	Countywide	TOTAL:	\$150,090
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. • Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.	Completion Date:	
		By or before December 31, 2010	
Administered by:	County of Lexington		

**HOUSING REHABILITATION PROGRAM
COUNTY OF LEXINGTON**

Description:

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.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$200,000
HUD Matrix Code:	14A		
Location:	County-wide	TOTAL:	\$200,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. • Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.	Completion Date:	
		By or before December 31, 2010	
Administered by:	County of Lexington		

**LEXINGTON COUNTY NEW HOME CONSTRUCTION
HABITAT FOR HUMANITY**

Description:

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 LMI 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.



Eligibility Citation:	92.205(a)(1)	Funding:	
		HOME 2008:	\$100,000
HUD Matrix Code:	12	Habitat Humanity:	\$275,000
Location:	To be determined	TOTAL:	\$375,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> Availability 		
Outcome Statement(s):	<ul style="list-style-type: none"> Create Decent Housing with New Availability. 		
Beneficiaries:	This project will benefit LMI households determined through income verification.		Completion Date:
Administered by:	Central South Carolina Habitat for Humanity		By or before December 31, 2010

HOUSING COUNSELING AND EDUCATION COUNTY OF LEXINGTON

Description:

Housing counseling and education will be provided to qualifying homebuyers and to other LMI 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.



Eligibility Citation:	92.302	Funding:	
		HOME 2008:	\$30,000
HUD Matrix Code:	05J		
Location:	Countywide		
		TOTAL:	\$30,000
Priority Need:	Provide and/or support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> ● Suitable Living Environment ● Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> ● Accessibility ● Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> ● Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability. ● Create Decent Housing with Improved Sustainability and Accessibility. 		
Beneficiaries:	Completion Date:		
This project will benefit LMI households determined through income verification.	By or before December 31, 2010		
Administered by:	To be determined		

PERFORMANCE MEASUREMENT

On March 7, 2006 HUD established its standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As described in the Federal Register, the outcome performance measurement system enables HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

Each project or activity funded by the Lexington County CDBG and HOME programs falls under one of the three objectives that relate to the statutory purposes of the program:

- 1. Creating a Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
- 2. Providing Decent Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG and HOME. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
- 3. Creating Economic Opportunities:** This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories that best reflect what is proposed to be achieved by funding that activity is chosen. The three outcome categories are:

- 1. Improving Availability or Accessibility:** This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low- and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible (i.e., increased access to various services, housing units, or facilities) to low- and moderate-income persons. Where a **service or facility did not exist, the assistance provided results in "new" access to that service or facility.** Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.
- 2. Improving Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.
- 3. Improving Sustainability:** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them

livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three objectives are combined with the three outcome categories to come up with a matrix of nine potential outcome statements. These objectives, outcomes and outcome strategies are reviewed and assigned to each project and entered into HUD's IDIS system to comply with the performance measurement standards.

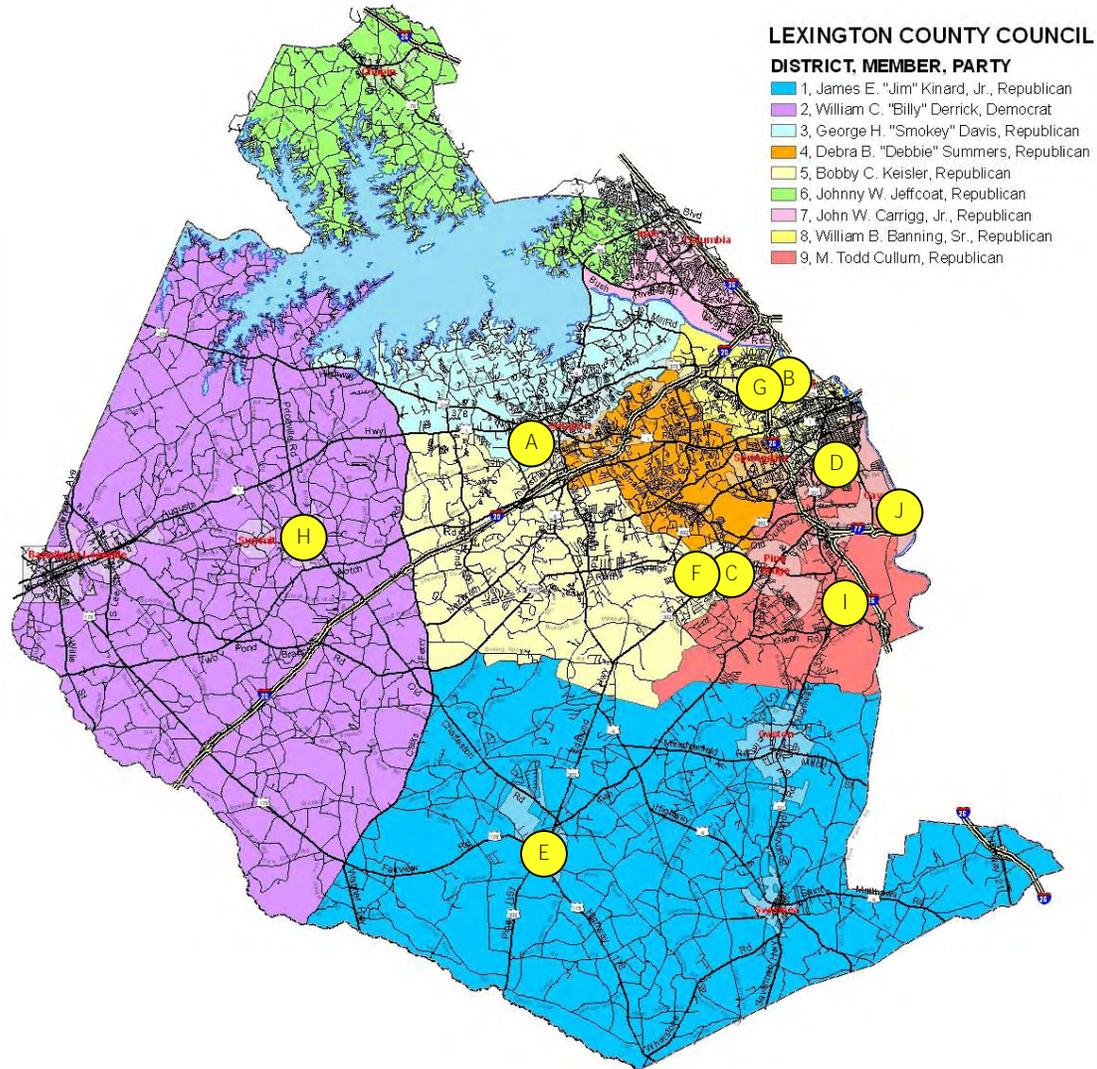
OUTCOME STATEMENT MATRIX			
	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance Suitable Living Environment through Improved Accessibility	Enhance Suitable Living Environment through Improved or New Affordability	Enhance Suitable Living Environment through Improved or New Sustainability
Objective 2: Decent Housing	Create Decent Housing with Improved or New Availability	Create Decent Housing with Improved or New Affordability	Create Decent Housing With Improved or New Sustainability
Objective 3: Economic Opportunities	Provide Economic Opportunity through Improved or New Accessibility	Provide Economic Opportunity through Improved or New Affordability	Provide Economic Opportunity through Improved or New Sustainability

Geographic Distribution

For the 2008 Program Year, **Lexington County's CDBG** and HOME programs will provide funds for projects throughout unincorporated Lexington County and in the participating cities of Cayce, West Columbia, Gilbert, Lexington, Pelion, and South Congaree. Geographic distribution and socio-economic conditions are considered carefully when reviewing proposals.

The map on the following page shows the approximate locations of site-specific proposed **projects for the year. Projects and sites were chosen in keeping with the County's continued** focus on expending CDBG and HOME funds to address the needs LMI persons and areas.

Lexington County Council Districts and Location Map of Projects



- A. Gibson Road Sidewalk
- B. Alexander Road Sidewalk
- C. Pine Street Paving
- D. State Street Streetscaping
- E. Pelion Sewer Study
- F. South Congaree Sewer Study

- G. Triangle City Façade Improvments
- H. Main Street Property Clearance
- I. Leica Lane Affordable Housing
- J. Cayce Senior Center Feasibility

Homeless and Other Special Needs Activities

The County regularly participates in the efforts of organizations addressing homelessness and special needs activities and provides technical assistance on the HUD programs as described in the Five-Year Consolidated Plan Homeless Needs Assessment. Community Development staff regularly attends Midlands Area Coalition for the Homeless (MACH) meetings. CDBG funding was provided to the MACH in Program Years 2005 and 2006.

MACH is a task force of the local homeless shelters and other special needs providers. They provide a forum for networking and sharing of information among the various organizations and **agencies that address the unmet needs of the County's homeless and special** needs populations. CDBG staff also attend meetings of the HIV/AIDS Supportive Housing (HASH), a subcommittee of MACH that focuses on the housing and supportive housing issues of those with HIV and AIDS.

In addition to these efforts, Lexington County Community Development staff meet quarterly with regional government representatives to address housing, homelessness, and other community development issues. These regional representatives include the City of Columbia, Richland County, United Way of the Midlands, and the Columbia Housing Authority.

Other Actions

AFFIRMATIVELY FURTHERING FAIR HOUSING

As stated in the Certifications within this Action Plan, Lexington County will continue to affirmatively further fair housing. Many actions are part of an ongoing process. The *Lexington County Analysis of Impediments to Fair Housing* was completed in September of 2001. The Analysis identified multiple, often interrelated, areas of need. These impediment issues emerged from an extensive review of current policies and practices in the public and private sectors, interviews with key service providers, and an examination of socio-economic data.

Since its adoption, the County has continued to implement various actions aimed at the alleviation or removal of impediments and more importantly has undertaken actions to affirmatively further fair housing. These actions are described in the Consolidated Annual Performance and Evaluation Report (CAPER) prepared each year.

During the program year, the County will continue to expend CDBG and/or HOME administration funds to promote fair housing awareness, provide fair housing education, and participate in fair-housing related activities to affirmatively further fair housing in Lexington County. **Expenditures on fair housing are included in the County's annual administration budget.**

These efforts may include participation in regional fair housing related events, adoption, and publication of a fair housing resolution in April 2009, continued partnerships with the City of **Columbia and Richland County on fair housing issues, and distribution of the County's fair housing brochures at events throughout the Program year.**

OBSTACLES TO MEETING UNDERSERVED NEEDS

The following sections of the Five-Year Consolidated Plan provide a basis for identifying underserved needs and the obstacles to meeting those needs in Lexington County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

Lexington County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan. With the addition of the HOME Program, the County will explore new opportunities to provide affordable housing to LMI residents.

REMOVE BARRIERS TO AFFORDABLE HOUSING

As described in the Five-Year Consolidated Plan, in considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, financing, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies including development regulation, zoning, building code enforcement, and provision of infrastructure and through the fees charged to implement those policies. Through ongoing analysis and review of these factors and other related issues described in the Five-Year plan, Lexington County will continue to seek to remove these barriers to promote increased housing opportunities for LMI persons and households.

LEAD-BASED PAINT HAZARDS

The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992), amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law regarding lead-based paint in federally associated housing. The law and subsequent amendments issued by HUD protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

The regulation “Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential property and Housing Receiving Federal Assistance”

was published in the Federal Register in September of 1999. The requirements apply to housing built before 1978, the year that lead-based paint was banned nationwide for consumer use. Emphasis is placed on the reduction of household dust, which may contain lead-based paint particles and requires testing after paint is disturbed to make sure that the home is lead-safe.

To the extent that lead-based paint hazards are addressed through the Housing Rehabilitation Program, the processes to be followed would include:

- Contracting certified lead-based paint inspectors and risk assessors
- Distributing information on lead-based paint hazards to all households that participate in any housing programs that purchase or rehabilitate homes built before 1978
- Conducting lead-based paint inspections and assessments as necessary
- Implementing environmental control or abatement measures (lead-based paint and asbestos) as required by all federally funded projects

REDUCE THE NUMBER OF POVERTY LEVEL FAMILIES (ANTI-POVERTY STRATEGY)

The Anti-Poverty Strategy for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

INSTITUTIONAL STRUCTURE AND COORDINATION OF RESOURCES

The institutional structure and coordination of resources for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

PUBLIC HOUSING

The Cayce Housing Authority assists 40 households in four different housing communities in the City of Cayce and is the only public housing authority in Lexington County. The Section 8 Housing Voucher Program administered by the South Carolina State Housing Finance and Development Authority is the primary mechanism for public rental assistance for most County residents. Lexington County will continue to foster cooperation with these agencies and strive to identify new opportunities to address the County's public housing needs.

Monitoring

The Lexington County staff managing the CDBG Program and the HOME Program share responsibility for monitoring all departmental and grantee activities to the extent possible within their daily activities. The following steps summarize the examples of monitoring standards of

the CDBG and HOME programs that are carried out through the various stages of project administration:

- Determine budgets of all projects including unanticipated and potential costs.
- Prepare thorough and comprehensive sub-recipient agreements as applicable, providing details of the project and specific requirements.
- Evaluate environmental impact of projects and implement required procedures.
- Determine engineering budget including all anticipated and potential costs (as applicable).
- Review ongoing written status reports and other communications to monitor for timeliness and compliance requirements.
- Visit project site before, during, and after construction and maintain a photographic log of project.
- Approve payment requests after review of budget summaries, time sheets, wages, accuracy to bid specs, etc.
- Prepare monthly status reports with latest information on projects.
- Prepare monthly report of CDBG and HOME draws, detailing funds drawn on each active project and progress made to meet HUD timeliness requirements.

Certifications

I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, Lexington County certifies that:

A. Affirmatively Further Fair Housing

It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-Displacement and Relocation Plan / Acquisition and Relocation

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential Anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Drug Free Workplace

It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

D. Anti-Lobbying

To the best of Lexington County's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. Authority of Jurisdiction

The consolidated plan is authorized under State and local law (as applicable) and Lexington County possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

F. Consistency with Plan

The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

G. Section 3

It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

County Administrator

Title

II. Specific CDBG Certifications

Lexington County certifies that:

A. Citizen Participation

It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

B. Community Development Plan

Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income.

C. Following a Plan

It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

D. Use of Funds

It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2007, 2008 and 2009**, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

IV. Excessive Force

It has adopted and is enforcing:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

V. Compliance with Anti-Discrimination Laws

The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

VI. Lead-Based Paint

Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

VII. Compliance with Laws

It will comply with applicable laws.

Signature/Authorized Official	Date

County Administrator	
Title	

III. Appendix to Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

212 South Lake Drive
Lexington, South Carolina 29072

Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 21.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



COMMITTEE REPORT

RE: \$750,000 Pilot Program – Alternative Road Paving Candidates

DATE: April 9, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, April 8, 2008, to review the proposed \$750,000 Pilot Program – Alternative Road Paving Candidates.

Mr. Jim Starling, Public Works' Engineering Associate, reported that staff has compiled a list of roads for the \$750,000 Alternative Road Paving Program from the original FY 2003-04 "C" Fund list approved in 2003. Mr. Starling presented the proposed adjusted priority list by Council district and by priority number. He said the adjusted list is basically the same as the original with the top ten roads removed and each road adjusted up by one. An effort was made to include at least one road from each Council district so each would have a road represented in their district with the alternative paving program.

The following candidates were selected for alternative road paving methods based on length, location, average daily traffic of less than 300, and priority ranking:

Roads previously approved by Council to be funded by "C" Funds for alternative paving:

1. Shannon Street – District #1
2. Jayne Lane – District #5
3. Pleasant Court – District #5
4. Backman Drive – District #9

\$750,000 Pilot Program using alternative paving (listed by new ranking):

- | | |
|--|---|
| 2. Greenbriar Drive – District #6 | *14. Naomi Drive – District #2 |
| 4. Glenn Street – District #9 | 15. Fox Trot Trail from Windywood Road easterly to dead-end – District #1 |
| 6. Old Charleston Road from Pelion Road to Fish Hatchery – District #1 | 16. Heidelberg Drive – District #2 |
| 9. Artic Court – District #6 | 26. Three Chop Run – District #4 |
| 11. Flamigo Road – District #6 | 39. Westwood Circle – District #8 |
| 12. Point Drive – District #3 | 170. Steward Drive – District #7 |

*special note: Naomi Drive is connected to Pine Ridge Drive (ranked #84). A portion of Pine Ridge was paved in the late 1980s when Rickard Drive was originally paved. It has 240 feet remaining to be paved and can be paved with Naomi Drive.

Staff is requesting approval of the proposed adjusted priority list submitted for the \$750,000 Pilot Program – Alternative Road Paving Candidates. However, due to construction costs, the estimated total of the proposed roads is \$796,425. Staff has included \$750,000 in its FY2008-09 budget request for this program.

The Public Works Committee voted unanimously to recommend that full Council accept staff's recommendation for the proposed Pilot Program – Alternative Road Paving Candidates, estimated at \$796,435.20 but will be based on budget approval for FY 2008-09.

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: