

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, October 14, 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.**

2:00 p.m. - 2:15 p.m. - Economic Development

- (1) Approval of Minutes - Meeting of September 23, 2008..... **A**
- (2) Old Business/New Business
- (3) Adjournment

2:15 p.m. - 2:30 p.m. - Justice

- (1) 2008 State Criminal Alien Assistance Program (SCAAP) Grant Award (Goal 3) - Sheriff's Department - Chief Keith Kirchner **B**
- (2) Violence Against Women Act (VAWA) Grant Award (Goal 3) - Sheriff's Department - Chief Keith Kirchner **C**
- (3) Approval of Minutes - Meeting of September 23, 2008..... **D**
- (4) Old Business/New Business
- (5) Adjournment

2:30 p.m. - 2:55 p.m. - Health & Human Services

- (1) Proposed Smoking Ban Ordinance 08-16 - Katherine Hubbard, County Administrator **E**
- (2) Approval of Minutes - Meeting of September 23, 2008..... **F**
- (3) Old Business/New Business
- (4) Adjournment

2:55 p.m. - 3:25 p.m. - Public Works

- (1) Stormwater Design Appeals - Public Works - Sheri Armstrong, Stormwater Manager
- (2) Portion of Tree Street - Legal Closure - Public Works - John Fechtel, Director **G**
- (3) Approval of Minutes - Meeting of September 23, 2008..... **H**
- (4) Old Business/New Business - Traffic Congestion
- (5) Adjournment

3:25 p.m. - 4:00 p.m. - Solid Waste

- (1) Chapin Curbside Collection Pilot Program (Goal 2) - Solid Waste Management - Dave Eger, Director
- (2) Approval of Minutes - Meeting of September 23, 2008.....**I**
- (3) Old Business/New Business - Red Bank Relocation, Collection Station
- (4) Adjournment

4:00 p.m. - 4:10 p.m. - Planning & Administration

- (1) Residential Occupancy Limitations (Goal 2) - Planning and GIS - Charlie Compton, Director**J**
- (2) Approval of Minutes - Meeting of September 23, 2008..... **K**
- (3) Old Business/New Business - Land Use Growth, Landscape Ordinance
- (4) Adjournment

4:10 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Approval of Minutes - Meeting of September 23, 2008.....**L**
- (2) Old Business/New Business
- (3) 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

Health & Human Services

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

Public Works

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

Solid Waste

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

Planning & Administration

J. Jeffcoat, Chairman
S. Davis, V Chairman
D. Summers
J. Carrigg, Jr.
B. Banning, Sr.
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, October 14, 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

Presentation of Award - 2008 South Carolina Ambassador for Economic Development for Lexington County

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Presentation of Certificate

(1) Mr. Robbie Stabler Presented by Councilman Kinard

AppointmentsM

Bids/Purchases/RFPs

- (1) Fuel Systems Renovations for (3) Three County Locations - Fleet ServicesN
- (2) One (1) Smooth Drum Vibratory Roller - Public Works O
- (3) Two (2) Motorgraders - Public Works P

Approval of Minutes - Meeting of September 23, 2008..... Q

Ordinances

- (1) Ordinance 08-13 - An Ordinance Authorizing (1) the Execution and Delivery of a Special Source Credit Agreement by and Among Lexington County, South Carolina (The “County”), Industrial Developments International, Inc., Acting for Itself or an Affiliate (the “Company”), and Home Depot U.S.A., Inc. (a Company Previously Known to County Officials as “Project Stewart”), as the Proposed Tenant (the “Tenant”); and (2) Other Matters Related Thereto - 3rd and Final Reading **R**
- (2) Ordinance 08-15 - An Ordinance to Amend Ordinance No. 95-12 as Amended by Subsequent Ordinances Relating to the Joint County Industrial Park of Lexington and Calhoun Counties so as to Enlarge the Park to Include Property in the Saxe Gotha Industrial Park and Property Which Encompasses the Farmers Market - 1st Reading **S**

Committee Reports

Justice, B. Banning, Sr., Chairman

- (1) 2008 State Criminal Alien Assistance Program (SCAAP) Grant Award - **Tab B**
- (2) Violence Against Women Act (VAWA) Grant Award - **Tab C**

Public Works, D. Summers, Chairman

- (1) Skip Paving and Right of Way Issues **T**
- (2) Portion of Tree Street - Legal Closure - **Tab G**

Budget Amendment Resolutions

6:00 P.M. - Public Hearing

- (1) Zoning Map Amendment M08-10 - Parcels Between Lin creek Drive and Lake Murray Blvd..... **U**

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.**

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.

DUBOSE, ADAM

From: Chris Courcy (JBI Help Desk) [JBHelpDesk@UNIFICARE.com]
Sent: Saturday, September 27, 2008 3:18 PM
To: DUBOSE, ADAM
Subject: WONDERFUL NEWS!!! The FY2008 SCAAP Awards have been Announced

Justice Benefits, Inc.

September 27, 2008

VIA EMAIL

Adam Dubose
Grants Manager
Lexington County, SC

RE: FY2008 SCAAP AWARDS ANNOUNCED

Justice Benefits Inc. is very excited to inform you that the Bureau of Justice Assistance (BJA) has released the Award Payment List for the FY2008 State Criminal Alien Assistance Program (SCAAP).

Congratulations ! **Lexington County** was awarded **\$34,312.00**.

BJA has also stated that they will activate the drawdown link in the Grants Management System within the next two weeks, and you will then be able to accept your award.

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

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

Finally and most importantly, we would like to commend the many individuals on your staff for the wonderful spirit of cooperation in working with JBI as we analyzed data and prepared Lexington County's claim. It was only through the "partnership" of Lexington County and JBI that led to the ultimate success of this most deserved award for the FY2008 State Criminal Alien Assistance Program.

As we have in past years, attached at the end of this email you will also find a document that can be used as a press release suitable for your local newspaper and other media.

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

Sincerely,

10/3/2008

Chris Courcy
Vice President of Client Services
Justice Benefits, Inc.

Contact: Kimberly King, Sr. Vice President of Business Development
JUSTICE BENEFITS, INC.
Ph: 1-800-835-2164

September 27, 2008
FOR IMMEDIATE RELEASE

Press Release

Lexington County Awarded Federal Reimbursement from the FY 2008 SCAAP PROGRAM

The U.S. Department of Justice announced the award of \$34,312.00 to Lexington County, SC, to reimburse some of the costs of incarcerating undocumented criminal aliens who have committed serious crimes in the United States. The goal of this program is to enhance public safety in communities throughout the nation.

This opportunity originates from federally mandated programs that the County is providing at local cost. As many local entities are aware, the Federal Government drives local political entities to assume more responsibility for the administration and delivery of government services. Many times these services are funded with local dollars.

However, in some cases there are Federal funding opportunities available, if the proper request is made. Identifying federal funding stream opportunities and then properly applying for them are not simple or easy tasks. The interaction between federal, state and local political entities is complex, and often unwieldy for most local political entities.

An aggressive program of researching and applying for little known federal programs to supplement the local tax burden was implemented by engaging Justice Benefits, Inc. (JBI) for assistance.

JBI is a public sector consulting firm located in Dallas, Texas, that specializes in locating and accessing hard-to-find federal reimbursements for local and state entities. JBI does the research, gathers and analyzes the data, and completes all necessary information to be included in the application. As a result of JBI's expertise and experience, Lexington County was able to maximize its dollar amount on this application. Lexington County was one of only 871 (out of 3,140) eligible local entities across the U.S. that successfully applied for these dollars.



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)

NEW: FY 2008 SCAAP Awards: The Bureau of Justice Assistance (BJA) is pleased to announce that the FY 2008 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click the following to view the [FY 2008 SCAAP award amounts](#). BJA will email all 2008 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next two weeks.

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](#)

[U.S. Department of Justice | Office of Justice Programs](#)
[Privacy Statement and Disclaimers](#) | [FOIA](#)



	2008-F2129-OR-AP	Marion County	2008-AP-BX-1525	\$354,878.00
	2008-F2060-OR-AP	Multnomah County	2008-AP-BX-1641	\$487,508.00
	2008-F2021-OR-AP	Oregon Department of Corrections	2008-AP-BX-0884	\$6,394,367.00
	2008-F2062-OR-AP	Yamhill County	2008-AP-BX-1643	\$39,262.00
				\$8,349,626.00
PA	2008-F2037-PA-AP	COUNTY OF LUZERNE	2008-AP-BX-0897	\$137,472.00
	2008-F2207-PA-AP	COUNTY OF PIKE	2008-AP-BX-1591	\$9,907.00
	2008-F1994-PA-AP	City of Philadelphia	2008-AP-BX-0869	\$120,711.00
	2008-F2373-PA-AP	County of Adams	2008-AP-BX-1368	\$28,495.00
	2008-F3033-PA-AP	County of Allegheny	2008-AP-BX-1470	\$19,669.00
	2008-F2051-PA-AP	County of Berks	2008-AP-BX-1636	\$50,612.00
	2008-F2435-PA-AP	County of Blair	2008-AP-BX-1078	\$2,877.00
	2008-F1999-PA-AP	County of Bucks	2008-AP-BX-0871	\$84,644.00
	2008-F2974-PA-AP	County of Centre	2008-AP-BX-1239	\$8,511.00
	2008-F2983-PA-AP	County of Chester ,West Chester Pa	2008-AP-BX-1246	\$92,953.00
	2008-F2365-PA-AP	County of Crawford	2008-AP-BX-1362	\$2,169.00
	2008-F2181-PA-AP	County of Dauphin	2008-AP-BX-1318	\$43,603.00
	2008-F1972-PA-AP	County of Erie	2008-AP-BX-1683	\$27,010.00
	2008-F2125-PA-AP	County of Lancaster	2008-AP-BX-1522	\$36,977.00
	2008-F2769-PA-AP	County of Lebanon	2008-AP-BX-1131	\$26,869.00
	2008-F2484-PA-AP	County of Lehigh	2008-AP-BX-1111	\$74,468.00
	2008-F3007-PA-AP	County of Monroe	2008-AP-BX-1454	\$9,177.00
	2008-F2889-PA-AP	County of Schuylkill	2008-AP-BX-0916	\$4,075.00
	2008-F2342-PA-AP	County of Westmoreland	2008-AP-BX-1058	\$3,718.00
	2008-F2574-PA-AP	Lackawanna County	2008-AP-BX-1548	\$10,335.00
	2008-F2524-PA-AP	Montgomery County	2008-AP-BX-1269	\$56,383.00
	2008-F2636-PA-AP	Northampton County	2008-AP-BX-0827	\$42,300.00
	2008-F2563-PA-AP	State of Pennsylvania	2008-AP-BX-1541	\$1,248,988.00
				\$2,141,923.00
PR	2008-F3104-PR-AP	Puerto Rico Department of Corrections and Rehabilitation	2008-AP-BX-1332	\$453,975.00
				\$453,975.00
RI	2008-F2268-RI-AP	State of Rhode Island	2008-AP-BX-1411	\$1,182,527.00
				\$1,182,527.00
SC	2008-F2934-SC-AP	Aiken County	2008-AP-BX-1209	\$17,021.00
	2008-F2237-SC-AP	Beaufort County	2008-AP-BX-0947	\$58,310.00
	2008-F2281-SC-AP	Charleston County	2008-AP-BX-1420	\$225,365.00
	2008-F2265-SC-AP	Colleton County	2008-AP-BX-1408	\$2,815.00
	2008-F2779-SC-AP	County of Berkeley	2008-AP-BX-1138	\$6,032.00
	2008-F3149-SC-AP	County of Dorchester	2008-AP-BX-0966	\$11,429.00
	2008-F2985-SC-AP	County of Greenwood	2008-AP-BX-1434	\$5,742.00
	2008-F2725-SC-AP	County of Horry	2008-AP-BX-1189	\$52,794.00
	2008-F3127-SC-AP	County of Laurens	2008-AP-BX-1352	\$3,987.00
	2008-F2412-SC-AP	County of Pickens	2008-AP-BX-1394	\$1,659.00
	2008-F2676-SC-AP	County of York	2008-AP-BX-0851	\$21,640.00
	2008-F2078-SC-AP	Georgetown County	2008-AP-BX-1489	\$2,131.00
	2008-F3044-SC-AP	LEXINGTON COUNTY	2008-AP-BX-1479	\$34,312.00
	2008-F2285-SC-AP	Richland County Government	2008-AP-BX-1423	\$11,949.00
	2008-F2301-SC-AP	State of South Carolina	2008-AP-BX-1029	\$355,885.00
				\$811,071.00
SD	2008-F2800-SD-AP	Minnehaha County	2008-AP-BX-1149	\$66,711.00
	2008-F3049-SD-AP	Pennington County	2008-AP-BX-1484	\$6,982.00
	2008-F2271-SD-AP	State of South Dakota	2008-AP-BX-1412	\$51,509.00

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: Violence Against Women Act (VAWA)

Fund: 2456 Violence Against Women Act **Department:** 151200 LE/Operations
No. Title No. Title

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

Grant Overview:

The Violence Against Women Act (VAWA) 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 violates the no contact court order, the investigator 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.

Grant Period: October 1, 2008 to September 30, 2009

Responsible Departmental Grant Personnel: Nandalyn Heaitley

Date Grant Information Released: March 15, 2008 **Date Grant Application Due:** May 20, 2008

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

Personnel	\$	108,203.00
Operating	\$	21,014.00
Capital	\$	74,000.00
Total	\$	<u>203,217.00</u>

* The 25% match is an in-kind match. This match will come from a salary that is paid from the Sheriff's Department General Fund, which they have already budgeted in their FY 08-09 budget.

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:

<u>75</u>	<u>\$203,217.00</u>	
<u>25</u>	<u>\$67,739.00</u>	In-kind Match
<i>%</i>	<i>\$ Amount</i>	

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

The Violence Against Women Act grants are done on a competitive basis so there is not an actual limit on the number of times you can receive this award, but once the funding runs out, the Sheriff's Department will budget this program in their General Fund Annual Budget.

This year's award was divided into two awards. One award was for \$109,104 which will cover personnel costs and the other award of \$94,113 is for operating and equipment costs. The award for the personnel costs runs out on September 30, 2009 and the operating and equipment costs runs out on March 31, 2009.

Dept. Preparer:	<u>AD</u>	<u>10/3/2008</u>
Dept. Approval:	<u> </u>	<u> </u>
Finance Approval:	<u>AD</u>	<u>10/3/2008</u>
	<i>Initials</i>	<i>Date</i>

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

Object Code	Revenue Account Title	Actual 2006-07	12 Months Received Thru June 2007-08	Amended Budget Thru June 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Approved 2008-09
* Violence Against Women Act:							
Revenues:							
457000	Federal Grant Income	0	0	152,202	152,202	203,217	203,217
801000	Op Trn from General Fund / LE	0	25,726	25,726	25,726	0	0
** Total Revenue		<u>0</u>	<u>25,726</u>	<u>177,928</u>	<u>177,928</u>	<u>203,217</u>	<u>203,217</u>
***Total Appropriation					177,928	203,217	203,217
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>

GRANT PERIOD: 10-01-2008 to 09-30-2009

GRANT AWARD: Federal \$203,217

IN-KIND MATCH: County \$67,739

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

Fund: 2456

Division: Law Enforcement

Organization: 151200 LE/Operations

Object Code	Expenditure Classification	<i>BUDGET</i>					
		2006-07 Expenditure	2007-08 Expenditure (June)	2007-08 Amended (June)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
510100	Salaries & Wages - 2	0	34,952	78,900	80,320	80,320	80,320
510199	Special Overtime	0	609	0	0	0	0
510200	Overtime	0	632	0	0	0	0
511112	FICA	0	2,608	6,426	6,145	6,145	6,145
511113	State Retirement	0	1,548	3,684	3,566	3,566	3,566
511114	Police Retirement	0	2,127	4,708	4,636	4,636	4,636
511120	Employee Insurance	0	4,800	10,304	12,000	12,000	12,000
511130	Workers Compensation	0	716	1,598	1,536	1,536	1,536
515600	Clothing Allowance	0	400	800	0	0	0
	* Total Personnel	0	48,392	106,420	108,203	108,203	108,203
Operating Expenses							
521000	Office Supplies	0	974	2,057	2,203	2,203	2,203
521200	Operating Supplies	0	903	1,500	1,700	1,700	1,700
522300	Vehicle Repairs and Maintenance - 2	0	0	1,000	1,000	1,000	1,000
524100	Vehicle Insurance - 2	0	0	600	557	557	557
524201	General Tort Liability Insurance	0	0	996	901	901	901
525020	Pagers & Cell Phones	0	415	901	2,040	2,040	2,040
525030	800 MHz Radio Service Charge	0	98	790	840	840	840
525041	E-mail Service Charges	0	114	120	240	240	240
525210	Conference & Meeting Expense	0	1,568	3,000	4,000	4,000	4,000
525240	Personal Mileage Reimbursement	0	170	1,700	1,250	1,250	1,250
525400	Gas, Fuel, and Oil	0	654	5,864	6,283	6,283	6,283
	* Total Operating	0	4,896	18,528	21,014	21,014	21,014
	** Total Personnel & Operating	0	53,288	124,948	129,217	129,217	129,217
Capital							
540000	Small Tools & Minor Equipment	0	1,507	1,506	0	0	0
540010	Minor Software	0	1,086	3,172	0	0	0
	All Other Equipment	0	35,609	48,302			
5A9381	(15) Digital Cameras and Accessories				3,000	3,000	3,000
5A9382	(1) Answering Point and Recording Device Burner				71,000	71,000	71,000
	** Total Capital	0	38,202	52,980	74,000	74,000	74,000
	*** Total Budget Appropriation	0	91,490	177,928	203,217	203,217	203,217

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 **\$ 2,203**

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 **\$ 901**

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.



A. DUBOSE

State of South Carolina

Office of the Governor

MARK SANFORD
GOVERNOR

POST OFFICE BOX 12267
COLUMBIA 29211

September 8, 2008

Mrs. Katherine Hubbard
County Administrator
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

Dear Mrs. Hubbard,

I am pleased to announce that you will be receiving grant awards under the Violence Against Women Act Program totaling \$203,217. The South Carolina Department of Public Safety will provide additional information to you in the near future. These grants provide funds in an area of vital concern, and we look forward to working with you on the implementation of these grant awards. Take care.

Sincerely,

A handwritten signature in black ink, appearing to be "MS", written over a horizontal line.

Mark Sanford

MS/bof.vfc.!!



South Carolina Department of Public Safety

Office of Justice Programs



September 8, 2008

Mrs. Katherine Hubbard
Administrator
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

RE: Violence Against Women Act Grant No. 1K06036
Enforcement and Prosecution for CDV

Dear Mrs. Hubbard:

Enclosed are the original and one copy of the grant award approved by this office in the amount of \$94,113. In order to complete the contract for this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature in blue ink within 30 days from the date of this award. The signed original should be sent to:

Ms. Audrey Roberts
Senior Accountant
S.C. Department of Public Safety - Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

Copies of the grant *Request for Financial Payment/Quarterly Fiscal Report Forms* can be found on our website at www.scdps.org/ojp/voca.asp. The financial reports should be completed for each calendar quarter ending date, and are due 30 days after the end of each quarter. The *Programmatic Progress Report Form* also can be found on this page under Victims of Crime Grants. The due dates and periods covered for programmatic progress reports are indicated on the *Programmatic Progress Report Form*. Additionally, the Office on Violence Against Women requires a report on each calendar year that the grant award spans. Information on these reports will be forthcoming from my staff. Should you have any questions or need assistance, please contact our office.

Sincerely,


Burke O. Fitzpatrick
Administrator

BOF/vfc
Enclosures

c: Ms. Nandalyn Heaitley
VAWA Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Lexington County
Grant Title: Enforcement and Prosecution for CDV
Grant Period: 10/01/08 – 03/31/09 Date of Award: October 1, 2008
Amount of Award: \$94,113 Grant No.: 1K06036

In accordance with the provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq, as amended, CFDA No. 16.588, and on the basis of the application for action grant award submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee an action grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for S.T.O.P Violence Against Women grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with.

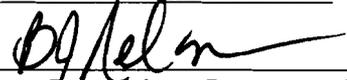
Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc. A copy of the Budget Detail Page of the grant application has been attached for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
Katherine Hubbard

ACCEPTANCE FOR THE SFA



Barbara Jean Nelson, Program Administrator
Violence Against Women Act Program


Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE
TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SPECIAL CONDITIONS

SUBGRANTEE : Lexington County Sheriff's Department

GRANT TITLE : Enforcement and Prosecution for CDV

GRANT NO. : 1K06036

AWARD DATE : 10/1/2008

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO WITHIN THIRTY(30)DAYS FROM THE DATE OF AWARD AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.

1. Reduce the Grantor Amount to \$94,113 and the Match Amount to \$31,371. Revise and resubmit corrected grant budget pages 1-6 via GMIS. Any change to the initial application is considered a revision, and must be done using the create revision function in GMIS. The justification for this revision is "compliance with special conditions." Please be advised this is a SIX MONTH grant, October 1, 2008 - March 31, 2009. All funds must be obligated before the end date of the project.

2. Personnel partially funded under this grant must keep daily time and activity sheets. These time sheets must show the amount of time spent on each activity. These records must be made available for review when a monitoring visit is made by the State Funding Agency staff.

3. Purchases \$2,500 and less: Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from \$2,500.01 to \$10,000: On any item, including those bid in the aggregate, whose total cost is between \$2,500.01 and \$10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources. Submit to the SFA for approval prior to obligation or purchase.

For all purchases over \$10,000 including those in the aggregate please refer to the procurement procedures on our website www.scdps.org, for the proper instructions.

4. When keeping track of the In-kind Match, make sure that the hours that are being applied are allowable under the VOCA guidelines. These Volunteers must complete time sheets; submit them to the Project Director for review and approval. It is the responsibility of the Project Director to keep these time sheets separate from all other grant programs. All back-up documentation must come back to the Volunteer Cumulative Log submitted with the request for reimbursement. If you need further clarification as to how to keep track of the Volunteer Hours please contact one of the VOCA funded staff.

5. Submit page 27 and 28 with original signatures in blue ink.

6. Plan, draft, execute and submit a Memorandum of Agreement with all agencies listed in the Interagency Coordination Section on Page 8 of the application.

7. Submit a letter on agency letterhead from the Board Chairperson with original signature in blue ink.

8. Submit an organizational chart.

9. Submit a job description for grant-funded staff.

10. Be advised that The Office on Violence Against Women VAWA Measuring Effectiveness Initiative Annual Report is due, via email only to virginiafunkcurrie@scdps.net, 31 days after the end of each calendar year. Since your grant award will span two calendar years, you will have two reports due. There is a database available to collect information in a compatible format available at <http://muskie.usm.maine.edu/vawamei/formstop.htm> More information on this report and other important grant award requirements are in your grant award packet.

11. Obtain and maintain a working email address. Be advised that much of the information and approvals you will receive will arrive via email. Notify OJP-VS if your email address changes from the initial application, or if you wish

someone else included on the email notification.

12. Have any staff, funded by the project or not, if they have anything to do with the success of this project, read the grant application, especially pages 12-14 and 16 of the application and sign a document that states they have read, understood, and will comply with the goals and scope of the project.

13. Complete and submit an Outcome Based Evaluation Plan, or submit your agency's United Way Evaluation Plan.

14. Provide assurances that non-profit, non-governmental agencies were involved in the planning and writing of the grant proposal, and will be involved in the implementation of the project.

15. Agency is required to insert the following language, (or something meeting the same general tenor, which specifically mentions grant monitoring) into their client intake/client release forms, to wit: "At certain times during a grant cycle, client records are reviewed by grant monitors to ensure federal, state, and grant objective compliance. At no time will this review process jeopardize the safety or privacy of the client whose records are being reviewed." OR, add grant monitors to the check off sheet which identifies agencies and/or individuals who the client determines may be privy to their records for review.

16. Agency agrees to follow all guidelines, rules, regulations, procedures, and policy contained in the original application, and as modified by the SFA.

17. VAWA Special Conditions responses are due to the Office of Justice Programs, Victim Services Section, no later than October 31. Non-compliance with this deadline could affect future reimbursement.

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	Date
01	AR		
02	AR		
03	N/A		
04	N/A		
05	AR		
06	BJN		
07	N/A		
08	BJN		
09	BJN		
10	BJN		
11	BJN		
12	BJN		
13	BJN		
14	BJN		
15	BJN		

1K06036-2

16	BJN		
17	BJN/AR		

IK06036-3

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT APPLICATION**

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant # 1K06036
App # AK08049
Award Date: _____
Prior Grant #1 _____
#2 _____
#3 _____
Federal Fiscal Year: _____
Fund Year: _____
Program Area: _____

To Be Completed by Project Director

Section 1

County Name: 32 - LEXINGTON

Section 2

Grant Period: October 1, 2008 to ~~September 30, 2009~~ 3-31-09
Begin: 10/1/2008
End: 9/30/2009

Section 3

Project Title: Enforcement and Prosecution for CDV

Section 4

Project Summary:

Section 5

Type of Application

a. _____
b. Year of Funds : 2
Other: (Specify) _____
c. Reimbursable

Section 6

a. Organization Type : County
Other: (Specify) _____
b. U. S. Congressional District : 02

Section 7

FEIN: 57-6000-379

31371

FEIN:

Agency Name
Address
City
State

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip
(Area) Phone #:
(Area) Fax #:

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$100,104"/>	<input type="text" value="\$67,739"/>	<input type="text" value="\$176,843 31371"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0 31371"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$11,090"/>	<input type="text" value="\$0"/>	<input type="text" value="\$11,090"/>
Equipment	<input type="text" value="\$74,000"/>	<input type="text" value="\$0"/>	<input type="text" value="\$74,000"/>
Renovation/Construction	N/A	N/A	N/A
Other	<input type="text" value="\$9,023"/>	<input type="text" value="\$0"/>	<input type="text" value="\$9,023"/>
TOTAL:	<input type="text" value="\$203,217"/>	<input type="text" value="\$67,739 31371"/>	<input type="text" value="\$270,956 125484"/>
b. PERCENTAGE IN-KIND	70% <input type="text" value="94113"/>	30%	100%
b. PERCENTAGE - IN-KIND			
PERCENTAGE - CASH	70%		
	30%		
	75%		
	25%		

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

MATCHING FUNDS
CATEGORIES

GRANTOR CASH IN-KIND TOTAL

PERSONNEL

SALARIES

Position Title

% of Time
On Project

Quantity

Investigator	100	1	\$42,345	\$0	\$0	\$42,345
Program Coordinator	100	1	\$37,975	\$0	\$0	\$37,975
CDV Prosecutor	65	1	\$0	\$67,738	\$0	\$67,738
TOTAL SALARIES:			\$80,320	\$67,738	\$0	\$148,058

31371

31371

31371

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

Social Security & Medicare (FICA)	\$6,145	\$0	\$0	\$0
Retirement	\$8,202	\$0	\$0	\$0
Worker's Compensation Insurance	\$1,536	\$0	\$0	\$0
Unemployment Insurance (on first \$7,000 only)	\$0	\$0	\$0	\$0
Health Insurance	\$12,000	\$0	\$0	\$0
Dental Insurance	\$0	\$0	\$0	\$0
Pre-Retirement Death Benefit	\$0	\$0	\$0	\$0
Accident Death Benefit (Police Officers)	\$0	\$0	\$0	\$0
Other Employer Contributions (Itemize)	\$902	\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:	\$28,787	\$0	\$0	\$0
TOTAL PERSONNEL:	\$109,105	\$67,738	\$0	\$176,843

31371

31371

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage for 1 Inv. and 1 Prog. Coord X Fed Rate	\$9,090	\$0	\$0	\$0
Training, Per Diem, Parking, Air Fare, Car Rental, Misc	\$2,000	\$0	\$0	\$0
TOTAL TRAVEL:	\$11,090	\$0	\$0	\$0

MATCHING FUNDS

CATEGORIES

GRANTOR CASH

IN-KIND

TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)

ITEM	QUANTITY				
Answering Point and Recording Device Burner	1	\$71,000	\$0	\$0	\$0
Digital Cameras and Accessories	15	\$3,000	\$0	\$0	\$0
TOTAL EQUIPMENT:		\$74,000	\$0	\$0	\$0

RENOVATIONS/CONSTRUCTION: (Describe)

	\$0	\$0	\$0	\$0
TOTAL RENOVATIONS/CONSTRUCTIONS:	\$0	\$0	\$0	\$0

Other (Itemize)

Office Supplies	\$750	\$0	\$0	\$0
Photo Paper	\$603	\$0	\$0	\$0
Ink Cartridges	\$800	\$0	\$0	\$0
Case Management Files and Batteries	\$1,750	\$0	\$0	\$0
Mobile Phone Service Fees	\$1,440	\$0	\$0	\$0
Air Card and Service Fees	\$600	\$0	\$0	\$0
800 MHz Radio Service Fees	\$840	\$0	\$0	\$0
Registration Fees	\$2,000	\$0	\$0	\$0
Email Services	\$240	\$0	\$0	\$0
TOTAL OTHER:	\$9,023	\$0	\$0	\$0

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

PERSONNEL

The investigator will monitor defendants who are subject to "no contact" orders, Orders of Protection, and restraining orders, and will collect information on the victim and defendant to determine if the defendant's conduct is the reason the victim fails to appear in court. The Program Coordinator will be responsible for managing all the grant tasks, devising a system for tracking each victim and maintaining and recording all of the statistical information for grant purposes.

TRAVEL

The travel miles are requested for the investigator and the program coordinator at the federal rate and are required for travel for investigative purposes, court cases, research, and defendant and case outcome. Per diem, lodging, parking and rental car fees, airfare, and miscellaneous expenses are needed to attend the workshops and the National Criminal Domestic Violence Conferences to train the investigators in the new procedures for handling the cases for victims of crime.

EQUIPMENT

An answering point and recording device burner is needed to enhance the present 911 Emergency System by packaging the 911 recordings and email them to requesting parties. This equipment will provide more immediate access to 911 calls and will facilitate and increase efficiency in the arrest warrants for the prosecution of criminal domestic violence cases.

Additional digital cameras are needed for the officers to use and for replacement purposes to photograph scenes for CDV victims to be used in presentations in court cases. Deputies are the first responders to the scene and the deputies will be able to instantaneously photograph the incident for documentation purposes and disseminate the images for immediate critical emergency back-up and further law enforcement requirements.

OTHER

Office supplies are required to perform the job tasks required of the grant. The items to be purchased, including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily.

Photograph paper must be purchased for the daily operational needs to fulfill the requirements of the grant. Quality type photograph paper will be required for printing of pictures captured for evidence purposes. Ink cartridges will be required for use with the large printer. Case Management files are necessary for individual cases and batteries will be required for battery operated equipment.

The mobile telephones are requested for the investigators and the program coordinator so that they can communicate effectively with each other and make contact to those individuals that are involved in cases. Air card service allows for wireless connection while working a case in the field and while in court.

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios so that the investigators can communicate effectively with each other and make immediate contact to other officers and law enforcement agencies for confidential and safety issues while investigating cases.

Registration is required for the investigators to attend workshops and training seminars for developing proper protocol and procedures for CDV investigations and case preparation.

Email service fees are required to allow immediate communication via email. The fee is required by the State of South Carolina for monitoring purposes and confidentiality.



South Carolina Department of Public Safety

Office of Justice Programs

September 8, 2008

Mrs. Katherine Hubbard
Administrator
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072



RE: Violence Against Women Act Grant No. 1K08008
Enforcement and Prosecution for CDV

Dear Mrs. Hubbard:

Enclosed are the original and one copy of the grant award approved by this office in the amount of \$109,104. In order to complete the contract for this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature in blue ink within 30 days from the date of this award. The signed original should be sent to:

Ms. Audrey Roberts
Senior Accountant
S.C. Department of Public Safety - Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

Copies of the grant *Request for Financial Payment/Quarterly Fiscal Report Forms* can be found on our website at www.scdps.org/ojp/voca.asp. The financial reports should be completed for each calendar quarter ending date, and are due 30 days after the end of each quarter. The *Programmatic Progress Report Form* also can be found on this page under Victims of Crime Grants. The due dates and periods covered for programmatic progress reports are indicated on the *Programmatic Progress Report Form*. Additionally, the Office on Violence Against Women requires a report on each calendar year that the grant award spans. Information on these reports will be forthcoming from my staff. Should you have any questions or need assistance, please contact our office.

Sincerely,

Burke O. Fitzpatrick
Administrator

BOF/vfc
Enclosures

c: Ms. Nandalyn Heaitley
VAWA Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Lexington County
Grant Title: Enforcement and Prosecution for CDV
Grant Period: 10/01/08 – 09/30/09 Date of Award: October 1, 2008
Amount of Award: \$109,104 Grant No.: 1K08008

In accordance with the provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq, as amended, CFDA No. 16.588, and on the basis of the application for action grant award submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee an action grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for S.T.O.P Violence Against Women grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with.

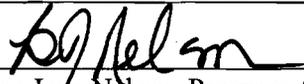
Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc. A copy of the Budget Detail Page of the grant application has been attached for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
Katherine Hubbard

ACCEPTANCE FOR THE SFA



Barbara Jean Nelson, Program Administrator
Violence Against Women Act Program


Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE
TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SPECIAL CONDITIONS

SUBGRANTEE : Lexington County Sheriff's Department

GRANT TITLE : Enforcement and Prosecution for CDV

GRANT NO. : 1K08008

AWARD DATE : 10/1/2008

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO WITHIN THIRTY(30)DAYS FROM THE DATE OF AWARD AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.

1. Reduce the Grantor Amount to \$109,104 and the Match Amount to \$36,368. This portion of the project grant has been reduced to personnel only. Revise and resubmit corrected grant budget pages 1-6 via GMIS. The justification for this revision is "compliance with special conditions."
2. Finalize your agency's prior grant.
3. All personnel funded under this grant must be identified by name, date of hire, total hours worked per week for the agency, and total hours worked per week on this grant's activities. Any changes in grant personnel, reassignments, terminations or number of hours worked on this grant's activities must be reported by the subgrantee agency in writing, along with revised organizational charts reflecting the personnel changes, to Accounting - Grants.
4. The deadline for final grant revisions will be August 15, 2009. There will be no extensions to this deadline. Revisions must be done online via GMIS. Every change made to the original application is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact your program staff.
5. Personnel partially funded under this grant must keep daily time and activity sheets. These time sheets must show the amount of time spent on each activity. These records must be made available for review when a monitoring visit is made by the State Funding Agency staff.
6. Submit page 27 and 28 with original signatures in blue ink. If your agency is a non-profit, or has a Board of Directors, please submit an original statement of intent and approval on agency letterhead, signed by the President or Chair of the Board of Directors in blue ink.
7. Plan, draft, execute and submit a Memorandum of Agreement with all agencies listed in the Interagency Coordination Section on Page 8 of the application.
8. Be advised that The Office on Violence Against Women VAWA Measuring Effectiveness Initiative Annual Report is due, via email only, to virginiafunkcurrie@scdps.net, 31 days after the end of each calendar year. Since your grant award will span two calendar years, you will have two reports due. There is a database available to collect information in a compatible format available at <http://muskie.usm.maine.edu/vawamei/formstop.htm> More information on this report and other important grant award requirements are in your grant award packet.
9. Obtain and maintain a working email address. Be advised that much of the information and approvals you will receive will arrive via email. Notify OJP-VS if your email address changes from the initial application, or if you wish someone else included on the email notification.
10. Have any staff, funded by the project or not, if they have anything to do with the success of this project, read the grant application, especially pages 12-14 and 16 of the application and sign a document that states they have read, understood, and will comply with the goals and scope of the project.
11. Complete and submit an Outcome Based Evaluation Plan, or submit your agency's United Way Evaluation Plan.
12. Provide assurances that non-profit, non-governmental agencies were involved in the planning and writing of the grant proposal, and will be involved in the implementation of the project.
13. Agency is required to insert the following language, (or something meeting the same general tenor, which

specifically mentions grant monitoring) into their client intake/client release forms, to wit: "At certain times during a grant cycle, client records are reviewed by grant monitors to ensure federal, state, and grant objective compliance. At no time will this review process jeopardize the safety or privacy of the client whose records are being reviewed." OR, add grant monitors to the check off sheet which identifies agencies and/or individuals who the client determines may be privy to their records for review.

14. Agency agrees to follow all guidelines, rules, regulations, procedures, and policy contained in the original application, and as modified by the SFA.

15. VAWA Special Conditions responses are due to the Office of Justice Programs, Victim Services Section, no later than October 31. Non-compliance with this deadline could affect future reimbursement.

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	Date
01	AR		
02	AR		
03	AR		
04	N/A		
05	N/A		
06	AR		
07	BJN		
08	BJN		
09	BJN		
10	BJN		
11	BJN		
12	BJN		
13	BJN		
14	BJN		
15	BJN		

1K08008

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT APPLICATION**

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant # 1K08008
App # AK08028
Award Date:
Prior Grant #1
#2
#3
Federal Fiscal Year:
Fund Year:
Program Area:

To Be Completed by Project Director

Section 1

County Name: 32 - LEXINGTON

Section 2

Grant Period: October 1, 2008 to September 30, 2009
Begin: 10/1/2008
End: 9/30/2009

Section 3

Project Title: Enforcement and Prosecution for CDV

Section 4

Project Summary: The enforcement and prosecution for CDV will expend a specialized approach to CDV by proactively monitoring defendants who are subject to no contact orders (NCO) and will gather extensive information on victims for non appearance in court.

Section 5

Type of Application

- a. Continuation
- b. Year of Funds : 2
- Other:(Specify)
- c. Reimbursable

Section 6

- a. Organization Type : County
- Other:(Specify)
- b. U. S. Congressional District 02

Section 7

FEIN: 57-6000-379

FEIN:

Agency Name Lexington County Sheriff's Department

Address 521 Gibson Road

City Lexington

State South Carolin

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29072

(Area) Phone #: 803-785-2405

(Area) Fax #: 803-785-8275

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$109,104	\$67,739 3	\$176,843 148472
Contractual Services	\$0	\$0 39368	\$0
Travel	\$11,090	\$0	\$11,090
Equipment	\$74,000	\$0	\$74,000
Renovation/Construction	N/A	N/A	N/A
Other	\$9,023	\$0	\$9,023
TOTAL:	\$203,217 109,104	\$67,739 30%	\$270,956 148472
b. PERCENTAGE IN-KIND	70%	30%	100%
b. PERCENTAGE - IN-KIND			
PERCENTAGE - CASH	75%		
	25%		

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County 

Other (Explain):

MATCHING FUNDS
CATEGORIES

GRANTOR CASH IN-KIND TOTAL

PERSONNEL

SALARIES	% of Time On Project	Quantity				
Investigator	100	1	\$42,345	\$0	\$0	\$42,345
Program Coordinator	100	1	\$37,975	39368	\$0	37975 39368
CDV Prosecutor	65	1	\$0	67738	\$0	67738
TOTAL SALARIES:			\$80,320	67738 39368	\$0	148058 149688

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

Social Security & Medicare (FICA)	\$6,145	\$0	\$0	6145
Retirement	\$8,202	\$0	\$0	8202
Worker's Compensation Insurance	\$1,536	\$0	\$0	1536
Unemployment Insurance (on first \$7,000 only)	\$0	\$0	\$0	\$0
Health Insurance	\$12,000	\$0	\$0	12000
Dental Insurance	\$0	\$0	\$0	\$0
Pre-Retirement Death Benefit	\$0	\$0	\$0	\$0
Accident Death Benefit (Police Officers)	\$0	\$0	\$0	\$0
Other Employer Contributions (Itemize)	\$901	\$0	\$0	901
TOTAL EMPLOYER CONTRIBUTIONS:	\$28,781	\$0	\$0	28781

TOTAL PERSONNEL: \$109,104 67738
39368 \$176,843
148473

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage for 1 Inv. and 1 Prog. Coord X Fed Rate	\$9,090	\$0	\$0	\$0
Training, Per Diem, Parking, Air Fare, Car Rental, Misc	\$2,000	\$0	\$0	\$0
TOTAL TRAVEL:	\$11,090	\$0	\$0	\$0

MATCHING FUNDS

CATEGORIES

GRANTOR CASH

IN-KIND

TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)

ITEM	QUANTITY				
Answering Point and Recording Device Burner	1	\$71,000	\$0	\$0	\$0
Digital Cameras and Accessories	15	\$3,000	\$0	\$0	\$0
TOTAL EQUIPMENT:		\$74,000	\$0	\$0	\$0

RENOVATIONS/CONSTRUCTION: (Describe)

	\$0	\$0	\$0	\$0
TOTAL RENOVATIONS/CONSTRUCTIONS:	\$0	\$0	\$0	\$0

Other (Itemize)

Office Supplies	\$750	\$0	\$0	\$0
Photo Paper	\$603	\$0	\$0	\$0
Ink Cartridges	\$800	\$0	\$0	\$0
Case Management Files and Batteries	\$1,750	\$0	\$0	\$0
Mobile Phone Service Fees	\$1,440	\$0	\$0	\$0
Air Gard and Service Fees	\$600	\$0	\$0	\$0
800 MHz Radio Service Fees	\$840	\$0	\$0	\$0
Registration Fees	\$2,000	\$0	\$0	\$0
EMail Services	\$240	\$0	\$0	\$0
TOTAL OTHER:	\$9,023	\$0	\$0	\$0

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

PERSONNEL

The investigator will monitor defendants who are subject to "no contact" orders, Orders of Protection, and restraining orders, and will collect information on the victim and defendant to determine if the defendant's conduct is the reason the victim fails to appear in court. The Program Coordinator will be responsible for managing all the grant tasks, devising a system for tracking each victim and maintaining and recording all of the statistical information for grant purposes.

TRAVEL

The travel miles are requested for the investigator and the program coordinator at the federal rate and are required for travel for investigative purposes, court cases, research, and defendant and case outcome. Per diem, lodging, parking and rental car fees, airfare, and miscellaneous expenses are needed to attend the workshops and the National Criminal Domestic Violence Conferences to train the investigators in the new procedures for handling the cases for victims of crime.

EQUIPMENT

An answering point and recording device burner is needed to enhance the present 911 Emergency System by packaging the 911 recordings and email them to requesting parties. This equipment will provide more immediate access to 911 calls and will facilitate and increase efficiency in the arrest warrants for the prosecution of criminal domestic violence cases.

Additional digital cameras are needed for the officers to use and for replacement purposes to photograph scenes for CDV victims to be used in presentations in court cases. Deputies are the first responders to the scene and the deputies will be able to instantaneously photograph the incident for documentation purposes and disseminate the images for immediate critical emergency back-up and further law enforcement requirements.

OTHER

Office supplies are required to perform the job tasks required of the grant. The items to be purchased, including but not limited to pens, file jackets, folders, diskettes, calendars and other general supplies that are used daily.

Photograph paper must be purchased for the daily operational needs to fulfill the requirements of the grant. Quality type photograph paper will be required for printing of pictures captured for evidence purposes. Ink cartridges will be required for use with the large printer. Case Management files are necessary for individual cases and batteries will be required for battery operated equipment.

The mobile telephones are requested for the investigators and the program coordinator so that they can communicate effectively with each other and make contact to those individuals that are involved in cases. Air card service allows for wireless connection while working a case in the field and while in court.

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios so that the investigators can communicate effectively with each other and make immediate contact to other officers and law enforcement agencies for confidential and safety issues while investigating cases.

Registration is required for the investigators to attend workshops and training seminars for developing proper protocol and procedures for CDV investigations and case preparation.

Email service fees are required to allow immediate communication via email. The fee is required by the State of South Carolina for monitoring purposes and confidentiality.

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



COUNTY OF LEXINGTON

212 South Lake Drive
Lexington, SC 29072
(803) 785-8100
Fax (803) 785-8101
khubbard@lex-co.com

Memorandum

To: County Council
From: Katherine Hubbard, County Administrator
Date: October 8, 2008
Re: Smoking Ban – Draft Ordinance

Please find the enclosed draft ordinance to address smoking and use of tobacco products in places of employment in the unincorporated areas of the County.

Following the discussion during the most recent Health & Human Services Committee meeting, it is my understanding that the County would face a legal challenge if it attempted to prohibit smoking in private residences and/or banned the overall use of tobacco products in places of employment. For this reason, you will see that the attached draft provides exemptions for private residences, as well as exemptions for a small list of other enclosed areas. You will also find an option for the Council to choose whether County property (buildings and land) should be smoke free or tobacco free.

As a general approach, this draft is closely aligned with the ordinances that have been adopted in Richland County, the City of Columbia, and the Town of Lexington. Since Council was interested in attempting to keep any proposed regulations consistent within the region, I will be prepared to point out the differences between this draft and these three local ordinances during the discussion in the Health & Human Services Committee next week.

If you have any questions or need additional information prior to the meeting, please let me know.

Enc(1)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE 08-16

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS; BY ADDING A NEW ARTICLE THEREIN FOR THE PURPOSE OF ESTABLISHING REGULATIONS AND REQUIREMENTS RELATED TO SMOKING IN THE UNINCORPORATED AREAS OF LEXINGTON COUNTY.

Pursuant to the authority of the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY LEXINGTON COUNTY COUNCIL:

SECTION I. County Council has determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in the furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this Article. The Lexington County Code of Ordinances; Chapter 14, Buildings and Building Regulations; is hereby amended to add a new article, which shall read as follows:

Article V. Smoking in Public Places and Places of Employment

Section 14-___. Smoking of tobacco products.

- (a) Findings. As an incident of the adoption of this Article, the County Council (“County Council”) of the County of Lexington, South Carolina (the “County”) makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program’s Report on carcinogens, National Cancer Institute, and the International Agency for Research On Cancer have all reported that secondhand smoke is a group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
 - (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two

decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and

- (6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome (SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute, myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the unincorporated areas of Lexington County; and
 - (10) There are laws, ordinances, and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
 - (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the “Clean Indoor Air Act of 1990”) imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes County-owned buildings) except where the owner of such building shall designate smoking areas.
- (b) Intent. County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in the workplace; and 2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.
- (c) Definitions.
- (1) “Employee” means any person who performs services for an employer in return for wages, profit or other valuable consideration, and/or a person who volunteers his or her services for a non-profit entity.
 - (2) “Employer” means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs (1) or more persons.

- (3) “Enclosed” means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.
- (4) “Private club” means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants, or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this definition. A private club will not be considered a private club for the purposes of this definition when being used for a function to which the general public is allowed to enter.
- (5) “Retail tobacco store” means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.
- (6) “Secondhand smoke” is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as “sidestream smoke”) and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as “passive smoking,” “secondhand smoking” or “involuntary smoking”.
- (7) “Smoking” means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (8) “Smoking materials” includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.
- (9) “Workplace” means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys.
- (10) “Work space” or “work spaces” means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas, common areas, hallways, waiting areas, restrooms, lounges, and eating areas.

(d) Prohibition of Smoking in the Workplace.

- (1) All employers shall provide a smoke-free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space or workplace from smoking tobacco products therein.
- (2) No person shall smoke or possess a lighted tobacco product in any work space or workplace.
- (3) No person shall smoke or possess a lighted tobacco product on any property owned by the County.
[**ALTERNATE WORDING:** No person shall smoke, possess a lighted tobacco product, or use a tobacco product on any property owned by the County.]
- (4) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of an establishment, facility or outdoor area may declare the entire establishment, facility or outdoor area as a nonsmoking location. Smoking shall then be prohibited in any place in which a sign conforming to the requirements of section 14-__(f) is posted.

(e) Exceptions. Notwithstanding the provisions of subsection (d) herein, smoking may be permitted in the following places under the following circumstances:

- (1) Private residences;
- (2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate areas where smoking is prohibited under provisions of this Section. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;
- (3) Retail tobacco stores as defined herein; and
- (4) Private clubs that have no employees, except when being used for a function to which the general public is admitted; and
- (5) Religious ceremonies where smoking is part of the ritual.

(f) Posting of Signs. The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(g) Reasonable Distance. Smoking is prohibited within ten feet of the property boundaries of any property owned by the County. In the case of all other properties in the unincorporated area of the County, smoking is prohibited within a distance of ten (10) feet from any door which is used as an entrance to or exit from an enclosed area where

smoking is prohibited so as to insure that tobacco smoke does not enter the area through the entry. This distance shall be measured from the center of the door in question.

(h) Jurisdiction, Enforcement and Penalties.

- (1) A person who owns, manages, operates, or otherwise controls a Workplace or Work Space and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.
- (2) A person smoking or possessing a lighted tobacco product in any Work Space or Workplace shall be guilty of an infraction.
- (3) An infraction is punishable by a fine of twenty five dollars (\$25). Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public nuisance.

- (i) Governmental Agency Cooperation. The County Administrator shall request other governmental and educational agencies having facilities within the unincorporated areas of the County to establish local operating procedures in cooperation and compliance with this Section. This includes urging all Federal, State, County, City and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTIONS IV. Effective Date. This Ordinance shall be enforced from and after _____.

LEXINGTON COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY
OF _____, 2008

Diana W. Burnett, Clerk
First Reading:
Second Reading:
Public Hearing:
Third Reading:

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.

October 1, 2008), and the City of Columbia (effective October 1, 2008).

Executive Session/Legal Briefing – A motion was made by Mr. Banning seconded by Mr. Keisler to go into Executive Session for a legal briefing.

The vote was unanimous.

Mr. Jeffcoat reconvened the meeting in open session with no motions to be considered.

Ms. Hubbard said that staff could draft an ordinance for first reading that is similar to the other jurisdictions by way of banning smoking in a workplace and then providing exceptions.

A motion was made by Mr. Derrick, seconded by Mr. Keisler to request staff to develop an ordinance that requires the business and bar owners to post a sign at their main entrance to indicate that it is a no-smoking or smoking facility and return to Committee for review.

In Favor: Mr. Derrick Mr. Keisler

Opposed: Ms. Summers Mr. Jeffcoat
 Mr. Banning

The motion failed.

A motion was made by Ms. Summers, seconded by Mr. Banning to request staff to review the different smoking ban ordinances and return with a draft ordinance for the Committee's review.

Ms. Hubbard's confirmed that a draft of a proposed smoking ban ordinance would include prohibiting smoking in all work places and would look at making the same general exceptions that other municipalities and counties have made such as private residences, private clubs, retail tobacco stores, and such. (City of Columbia and Richland County have the most general main stream exceptions.) The proposed draft would also include prohibiting all tobacco products as well as looking at making County campuses tobacco free.

In Favor: Ms. Summers Mr. Jeffcoat
 Mr. Banning

Opposed: Mr. Derrick Mr. Keisler

Motion passed.

Approval of Minutes - Meeting of August 26, 2008 – A motion was made by Mr. Derrick, seconded by Mr. Keisler to approve the August 26, 2008 minutes as submitted.

The vote in favor was unanimous.

Old Business/New Business – None.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Judy R. Busbee
Assistant to the Clerk

Johnny W. Jeffcoat
V Chairman

Diana W. Burnett
Clerk



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: October 1, 2008

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator *JF*

RE: Portion of Tree Street – Legal Closure

Attached is a copy of a proposed road closing document (Exhibit "A") for a portion of Tree Street inside the City of Cayce. This action is being taken by South Capital, Inc. on property they bought in February, 2007. The section of road they want to close is from the dirt section of Taylor Road, approximately 305' north through their property (see Exhibit "B" map). They own both sides of the 305' section.

In their cause of action, we agree that there are no easements or other recorded documentation on this section of road. We do have documentation that in December of 1980, we did show it on our road inventory as being a county maintained dirt road with an eighteen-foot (18') prescriptive easement. Additionally, Public Works has maintained this section of road over the years up to the present.

We do not object to the closure of this section of road, but since it is within the municipal limits of Cayce they should have the final decision as to whether or not it be legally closed and they will discuss this at their next meeting.

Exhibit "A"

PEAKE, FOWLER & ASSOCIATES, P.A.
Attorneys at Law

September 4, 2008

The County of Lexington
212 South Lake Drive
Lexington, SC 29072
ATTN: Katherine Hubbard, Administrator



Charnell G. Peake
Thomas K. Fowler, Jr.
Kirk W. Horsley
Brian Dumas
James M. Fennell

RE: South Capital Inc. v The City of Cayce and Lexington County
Civil Action Number: 2008-CP-32-03449
Our File Number: 08-06-091 MS

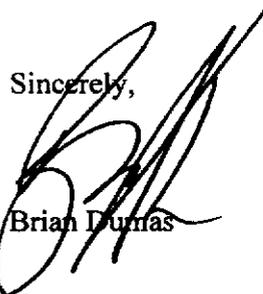
Dear Ms. Hubbard,

I am sending you this Summons and Complaint for the closing of Tree Street in the town of Cayce. As you may or may not know, my client owns a parcel of property, as referenced within the Complaint, on which a path has been worn, not a paved road. However, in an abundance of caution and despite the assurances of Ken Knudsen that the county has taken the position that they have no jurisdiction in this area, we have included Lexington County as a party in this action to make sure that all potentially interested parties may be heard on this matter.

If you have any questions concerning the County's or the City of Cayce's position, please feel free to contact Mr. Knudsen at the City of Cayce.

Assuming you will accept service of these papers voluntarily, so as to make the County's position known as to this "road" closing, I would appreciate you accepting service of these papers by signing the enclosed Affidavit of Acceptance of Service, having it notarized and returning it to this office in the enclosed self-addressed stamped envelope.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Brian Dumas

BD/kfg

Office Address:
9357 Two Notch Rd.
Suite 103
Columbia, SC 29223

803-788-4370

803-788-3290 fax

www.peakefowler.com

Brian Dumas
bdumas@peakefowler.com

Kaylyn Gearhart, Assistant
kgearhart@peakefowler.com

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

) IN THE COURT OF COMMON PLEAS
)
) ELEVENTH JUDICIAL CIRCUIT

FILED

South Capital Group, Inc.
Plaintiff,
vs.

Civil Action No. 2008-CP-~~3008~~ AUG 21 P 1:54

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

The City of Cayce and Lexington County,
Defendants.

**COMPLAINT FOR DECLARATORY
JUDGMENT AND/OR TO CLOSE
ROAD**

NON JURY

2008CP3203449

Plaintiff, South Capital Group, Inc., would respectfully show unto this Honorable Court as follows:

1. That the Plaintiff, South Capital Group, Inc. ("South Capital") is a South Carolina Corporation doing business in the State of South Carolina and owns real property in the County of Lexington, Town of Cayce, State of South Carolina.
2. That the Defendant, Lexington County, is a political subdivision of the State of South Carolina and is charged with the control and/or maintenance of roads within its geographical jurisdiction and may have interests concerned in this matter.
3. That the City of Cayce is a municipality and/or political subdivision of the State of South Carolina within the County of Lexington and is charged with the maintenance and control of roads within its geographical jurisdiction and may have interests concerned in this matter.
4. That Plaintiff brings this action pursuant to S.C. Code Ann. § 15-53-10, et seq., as amended, so as to declare it's rights to the property referenced herein, or in the alternative to

petition the Court, pursuant to S.C Code Ann. § 57-9-10, et seq., as amended, for an Order closing the street or road concerned.

FOR A FIRST CAUSE OF ACTION

5. That the Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 4 as if fully repeated herein.

6. That the Plaintiff owns real property within the State of South Carolina, County of Lexington, City of Cayce, more particularly described as within the attached Exhibit A, such portion of property generally lying between the end of the paved road in the Town of Cayce known as Tree Street, and also located between the roads known as Julius Felder Drive and Taylor Street.

7. That the Plaintiff owns free and clear title to said property subject only to any and all easements of record. Plaintiff would further allege that there are no easements of record establishing a road through this property, nor is there any dedication of any type or sort establishing public access for any purpose, including but not limited to a road or any sort.

8. That there is an unpaved path through Plaintiff's property as Tree Street progresses from Julius Felder to Taylor Street, although the same is not paved and any and all such use by third parties has never been condoned nor allowed by the owner, Plaintiff South Capital Group, Inc. This path has never been deeded to any public entity, nor has the same been dedicated to public use, and the same is, and has been the private property of Plaintiff.

9. That the Plaintiff, South Capital Group, Inc. wishes this Court to declare the above referenced portion of land as being the private property of the Plaintiff, and not a road of any sort and not subject to any easements or encroachments by any third parties whatsoever, other than currently filed as matters of public record.

FOR A SECOND CAUSE OF ACTION IN THE ALTERNATIVE

10. That the Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 9 above as it set forth verbatim.

11. That between Julius Felder and Taylor Street, is a path which may be construed as a street or road, within the County of Lexington, City of Cayce known as Tree Street which comes from Julius Felder toward Taylor Street. At the end of the paved portion of Tree Street, an unpaved portion exists as a path and crosses the property of the Plaintiff. Said area, at which it is no longer paved and crosses the property line onto Plaintiff's property, has never been deeded to the County of Lexington nor the City of Cayce and is solely the property of South Capital Group, Inc., although South Capital Group, Inc. has been made aware that third parties have been trespassing across the same and attempting to use the same as a street or road.

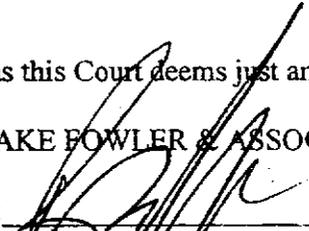
12. That Plaintiff would maintain that the current unpaved path on its property, if it is in fact a street or road, which Plaintiff denies, is being utilized for unauthorized and illegal purposes, constitutes a trespass to Plaintiff's property, is a detriment to both the peace and security of the community and the neighborhood, and, in its current status, the unpaved path, as such, severely degrades and decreases the value of Plaintiff's property and the surrounding neighborhood and improperly increases traffic in a residential neighborhood. Plaintiff would further maintain that closing said road is in the best interests of all concerned and would improve the safety of the adjoining neighborhood and community and area in addition to removing the impediment to Plaintiff's and others' property value and would increase the tax roll for the appropriate government entities.

13. Plaintiff is therefore informed and believes that, in the alternative, should this Court determine that the unpaved path over Plaintiff's property as referenced herein is in fact a road or street, which Plaintiff denies, that Plaintiff is entitled to an Order of this Court, pursuant to S.C. Code Ann. § 57-9-10, et seq., as amended, closing the street or road and vesting title to the path in question in Plaintiff, subject only to matters filed of public record.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays for the following:

1. A declaratory judgment stating that the property in question is, in fact, private property and not a road, and that Plaintiff is free to develop and protect access to and from the same without regard to the unpaved path as a street or road; or, in the alternative,
2. That the Court issue forth its Order allowing the closing of the unpaved portion of Tree Street on Plaintiff's property as reflected upon Exhibit A and the issuance of an Order vesting title to the path in question in Plaintiff, subject only to matters filed as of public record, and;
3. For such other and further relief as this Court deems just and proper.

PEAKE FOWLER & ASSOCIATES, PA

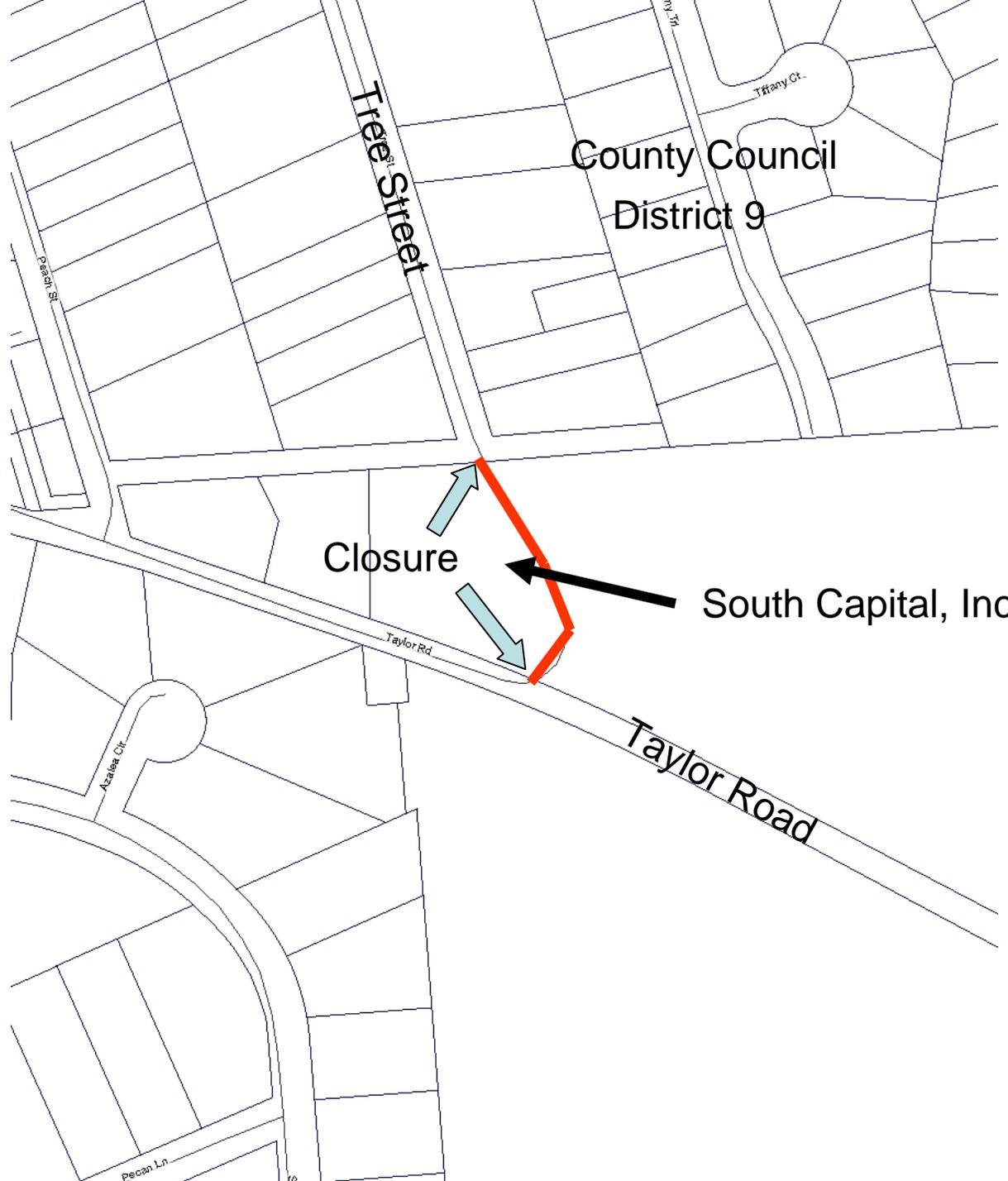
By: 

Brian Dumas, SC Bar No. 1786
9357 Two Notch Road, Suite 103
Columbia, South Carolina 29223
(803) 788-4370/(803) 788-3290 fax
bdumas@peakefowler.com

Columbia, South Carolina
August 10, 2008

ATTORNEYS FOR THE PLAINTIFF

Exhibit "B"



County Council
District 9

Closure

South Capital, Inc

Tree Street

Taylor Road

Pecan St

Tiffany Ct.

Azalea Cir

Pecan Ln.

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

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

Memorandum

October 2, 2008

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Residential Occupancy Limitations

At the September 23rd Planning and Administration Committee Meeting it was suggested that we try amending the definition of Group Housing rather than creating a new section entitled "Residential Occupancy Limitations." I have created two versions of that. One with a generic addition that covers the intent and another that also adds more specific criteria. Enforcement of either will be difficult, but I imagine it would be almost impossible if there were no specific limits included in the definition. I have also repeated the option from the last meeting; however, I have changed all of the numeric criteria so that the maximum number will be much larger.

Hopefully this is enough information for the Committee to determine if they want to continue with this issue. The following are the three options I was referencing:

First Option (amend Group Housing Definition):

Group Housing activities include retirement homes, convents, monasteries, orphanages, membership lodging such as fraternity and sorority houses, halfway houses, residence hotels, residence halls, dormitories, and homes for the mentally and physically handicapped (except as specifically exempted in SC State Statute 6-29-770, as amended; these activities shall be included in the Residential Detached or Residential Attached activity types, as appropriate). This activity **also includes single dwelling units in which many individuals are being housed in a dormitory fashion.** It does not include convalescent homes, nursing facilities, or retirement centers. (See also "Nursing Homes," "Retirement Centers.")

Second Option (more detailed amendment of the Group Housing Definition):

Group Housing activities include retirement homes, convents, monasteries, orphanages, membership lodging such as fraternity and sorority houses, halfway houses, residence hotels, residence halls, dormitories, and homes for the mentally and physically handicapped (except as specifically exempted in SC State Statute 6-29-770, as amended; these activities shall be included in the Residential Detached or Residential Attached activity types, as appropriate). **This activity also includes single dwelling units in which many individuals are being housed in a dormitory fashion. Such a situation shall be determined to exist if the occupancy in a dwelling unit is greater than the smaller of the following two numbers – five times the number of bedrooms or the square footage of total bedroom space divided by 30. Bedroom space is defined as only those rooms that are designed for that purpose. A living room, dining room, den, etc. being used as a bedroom may not be used for either of these calculations.** This activity does not include convalescent homes, nursing facilities, or retirement centers. (See also "Nursing Homes," "Retirement Centers.")

Third Option (create a new section):

22.31 Residential Occupancy Limitations

The maximum occupancy allowed in a dwelling unit shall be no greater than either the total of 5 persons per bedroom or one person per 30 square feet of total bedroom space, depending on which quantity is the smallest. Bedroom space is defined as only those rooms that are designed for that purpose. The square footage of a living room, dining room, den, etc. being used as a bedroom may not be used to calculate the maximum occupancy allowed.

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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APPOINTMENTS BOARDS & COMMISSIONS

October 14, 2008

JIM KINARD

Museum – Jean Annette Lucas – 11/1/08 – Eligible for reappointment

BILLY DERRICK

Board of Zoning Appeals – Michael Reed – Term expires 12/31/08 – Eligible for reappointment

SMOKEY DAVIS

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

DEBBIE SUMMERS

Museum – Miley Hall Rhodes – Term Expires 11/01/08 – Eligible for reappointment

BOBBY KEISLER

Board of Zoning Appeals - Wayne Shumpert (Resigned 07/21/08) - Term expires 12/31/10

JOHNNY JEFFCOAT

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

Planning Commission - Eddie Wilder - Term expired 8/26/08 - Not eligible for reappointment

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

JOHN CARRIGG

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

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

BILL BANNING

Board of Zoning Appeals – Morris Phillips – Term expires 12/31/08 – Eligible for reappointment

TODD CULLUM

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

Assessment Appeals Board - Bill Power - Term expired 08/21/08 - Eligible for reappointment

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

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

Lexington/Richland Alcohol & Drug Abuse Council (LRADAC)

William Rawl – Term expires 12/31/08 – Eligible for reappointment

Lyn Dooley – Term expires 12/31/08 – Eligible for reappointment

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 3, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Fuel Systems Renovations for (3) County Locations
B09010-10/01/08S
Fleet Services**

Competitive bids were solicited and advertised for Fuel Systems Renovations for three (3) County Locations by Fleet Services.

The bids were evaluated by Ellis Gammons, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Southern Pump and Tank Company as the lowest bidder. The total cost, including applicable sales tax, is \$55,613.00. (See attached bid tabulation).

Funds are appropriated in the following accounts:

1000-111400-5A9061	Fuel System Renovation – Chapin Public Works	\$ 7,517.00
1000-111400-5A9062	Fuel System Renovation – Gibson Road	\$ 13,240.00
1000-111400-5A9063	Fuel System Renovation – Fleet Services	\$ 34,856.00

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 October 14, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Ellis Gammons, Fleet Manager;

County of Lexington

Bid Tabulation

B09010
AMS
10/01/08

BID # : B09010-10/01/08S

TITLE : Fuel Systems Renovations for (3) Locations

Item	Qty	U/M	Description	Southern Pump and Tank		Jones & Frank Corporation	
				Unit Price	Total Price	Unit Price	Total Price
1	1	LT	Fuel System Renovations for Public Works	\$7,517.00	\$7,517.00	\$8,092.00	\$8,092.00
2	1	LT	Fuel System Renovations for Fleet Services	\$34,856.00	\$34,856.00	\$29,263.00	\$29,263.00
3	1	LT	Fuel System Renovations for Sheriff's Department	\$13,240.00	\$13,240.00	\$19,300.00	\$19,300.00
			Total		\$55,613.00		\$56,655.00

Bids Opened : September 26, 2008 @ 3:00 PM

Angela Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: October 3, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Smooth Drum Vibratory Roller
B09009-09/30/08S
Public Works

Competitive bids were solicited and advertised for one (1) Smooth Drum Vibratory Roller for Public Works.

The bids were evaluated by John Fechtel, Director of Public Works/Assistant County Administrator; Ellis Gammons, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this equipment to Flint Equipment Company as the lowest responsive bidder. The total cost, including applicable sales tax, is \$82,365.87. (See attached bid tabulation).

Funds are appropriated in the following account:

1000-121300-5A9374	(1) Smooth Drum Vibratory Roller	\$82,365.87
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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 October 14, 2008.

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

County of Lexington

B09009
AMS
09/30/08

Bid Tabulation

BID: B09009-09/30/08S
Smooth Drum Asphalt Rollers

			Arrow Equipment, LLC		ASC Const. Equipment		C & L Landscape Inc.	
Qty	U/M	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	ea	Smooth Drum Asphalt Roller	\$ 97,500.00	\$ 97,500.00	\$ 97,215.00	\$ 97,215.00	\$ 94,288.00	\$ 94,288.00
		Tax		\$ 6,825.00		\$ 6,805.05		\$ 6,600.16
		Total		\$ 104,325.00		\$ 104,020.05		\$ 100,888.16

			Flint Equipment Company		**Stafford**		Linder Industrial Machinery	
Qty	U/M	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	ea	Smooth Drum Asphalt Roller	\$ 76,977.45	\$ 76,977.45	Did Not Meet Specifications		Did Not Meet Specifications	
		Tax		\$ 5,388.42	Did Not Meet Specifications		Did Not Meet Specifications	
		Total		\$ 82,365.87	Did Not Meet Specifications		Did Not Meet Specifications	

			Altman Tractor Company	
Qty	U/M	Description	Unit Cost	Total Cost
1	ea	Smooth Drum Asphalt Roller		No Bid
		Tax		No Bid
		Total		No Bid

**** No Bid - Altman Tractor Company - does not sell product requested.****
**** Linder Industrial Machinery did not meet specification because the operating weight was less than eight (8) tons.****
**** Stafford did not meet specification because the operating weight was less than eight (8) tons.****

Bids Opened: September 30, 2008 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: September 30, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (2) Motorgraders
B09006-09/24/08S
Public Works

Competitive bids were solicited and advertised for two (2) Motorgraders for Public Works.

The bids were evaluated by John Fechtel, Director of Public Works/Assistant County Administrator; Ellis Gammons, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Flint Equipment Company as the lowest bidder. The total cost, including applicable sales tax, is \$389,726.10. (See attached bid tabulation).

Funds are appropriated in the following account:

1000-121300-5A9074	(2) Motorgraders	\$389,726.10
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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 October 14, 2008.

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

County of Lexington

B09006
AMS
09/24/08

Bid Tabulation

BID: B09006-09/24/08S

(2) Motorgraders

		C & L Landscape		**Blanchard Machinery**		Flint Equipment Co.		**ASC Construction Equipment**		
Qty	U/M	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2	ea	Motorgraders		NO BID	\$ 219,600.00	\$ 439,200.00	\$ 182,115.00	\$ 364,230.00	Did not Meet Specifications	
		Subtotal		NO BID		\$ 439,200.00		\$ 364,230.00	Did not Meet Specifications	
		Tax		NO BID		\$ 600.00		\$ 25,496.10	Did not Meet Specifications	
		Total		NO BID		\$ 439,800.00		\$ 389,726.10	Did not Meet Specifications	

		Altman Tractor Company	
Qty	U/M	Description	Total Cost
2	ea	Motorgraders	NO BID
		Subtotal	NO BID
		Tax	NO BID
		Total	NO BID

****C & L Landscape "no bid" because they are unable to meet specifications.****

****Altman Tractor "no bid" because they are unable to meet the required delivery date.****

****ASC Construction did not meet specifications because it was not an all wheel drive vehicle.****

****Blanchard Machinery was under 160 hp, therefore qualified for the reduced tax rate.****

Bids Opened: September 24, 2008 @ 3:00 PM

Angela M. Seymour
Procurement Officer

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE NO. 08-13

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG LEXINGTON COUNTY, SOUTH CAROLINA (THE "COUNTY"), INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC., ACTING FOR ITSELF OR AN AFFILIATE (THE "COMPANY"), AND HOME DEPOT U.S.A., INC. (A COMPANY PREVIOUSLY KNOWN TO COUNTY OFFICIALS AS "PROJECT STEWART"), AS THE PROPOSED TENANT (THE "TENANT"); AND (2) OTHER MATTERS RELATED THERETO.

WHEREAS, Lexington County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax payments with respect to a project; (iii) to permit investors to claim special source credits against fee in lieu of ad valorem tax payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of Special Source Credits; and

WHEREAS, the County and Calhoun County, South Carolina ("Calhoun County" and collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and the MCP Act, have jointly developed a joint county industrial and business park (the "Park") pursuant to that certain Agreement for Development of Joint County Industrial Park dated as of December 11, 1995, as amended, supplemented, or replaced from time to time; and

WHEREAS, pursuant to the Special Source Act and in response to requests from companies seeking to invest in either the County or Calhoun County, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law, including without limitation the provision of credits against the fees-in-lieu of taxes paid by

Companies located in the Park in order to offset Special Source Improvements of qualifying industries; and

WHEREAS, Industrial Developments International, Inc., a Delaware corporation (the “Company”), in conjunction with Home Depot U.S.A., Inc. (a company previously known to County officials as “Project Stewart”) (hereinafter, the “Tenant”), proposes to establish certain commercial facilities (the “Project”) within the County and lease the Project to the Tenant, with such Tenant retaining an option to purchase the Project from the Company. The Company and the Tenant anticipate that, should their plans proceed as expected, they will invest at least Twenty-Five Million Dollars (\$25,000,000) in the Project (with a minimum of \$22,500,000 being invested in land and building costs) and create at least 300 new full-time jobs within the County within three years from the date on which the Company or Tenant, as applicable, places in service assets comprising part of the Project; and

WHEREAS, the County has determined, inter alia, on the basis of the information supplied to it by the Company and the Tenant, that the Project would subserve the purposes of the Act, and in consideration of the jobs to be created by the Tenant and the investment to be made by the Company, and in order to induce the Company to locate the Project within the County and the Tenant to maintain the Project within the County, thereby promoting the economic development of the County and surrounding areas, including Calhoun County, the County has determined to approve certain Special Source Credits with respect to the Project in order to reimburse the Company or the Tenant, as applicable, for a portion of the cost of certain Special Source Improvements undertaken in connection with the Project; and

WHEREAS, the County has agreed to diligently take all reasonable acts to insure that the Project will be included, and will remain, within the boundaries of the Park, and therefore the Company or the Tenant, as applicable, will make annual fee in lieu of tax payments with respect to the Project; and

WHEREAS, the Company and the Tenant, in lieu of any other property tax related incentives, have asked the County to grant them Special Source Credits under the terms of the Act against the annual fees-in-lieu of taxes related to the Project paid by the Company and/or the Tenant in an amount equal to One Hundred Thousand Dollars (\$100,000) per year for a period of ten (10) years, up to the maximum amount of One Million Dollars (\$1,000,000); and

WHEREAS, the granting of the Special Source Credits is subject to the terms of the Agreement (defined below), including provisions relating to certain Project Commitments (as defined in the Agreement) that must be satisfied by the Company and the Tenant, and such Special Source Credits shall be claimed by the Company or the Tenant, as applicable, against each of the first ten (10) annual fee in lieu of tax payments owed by the Company or Tenant, as applicable, with respect to the Project (the “Special Source Credit Period”), provided, however, that such Special Source Credits shall only be available in any given year of the Special Source Credit Period to the extent the fees in lieu of taxes due and payable by the Company or Tenant, as applicable, equal or exceed \$100,000 in that given year; and

WHEREAS, the County has determined that the utilization of Special Source Credits as provided for under the Act is a suitable mechanism to provide the Company and the Tenant with an incentive to locate and maintain the Project and the required Special Source Improvements in the County.

NOW, THEREFORE, BE IT ORDAINED BY THE LEXINGTON COUNTY COUNCIL AS FOLLOWS:

Section 1. Authorization of the Special Source Credit Agreement. There is hereby authorized the execution of a Special Source Credit Agreement (the “Agreement”), which is to be in substantially the form now before this meeting and hereby approved, with any minor revisions as are not materially adverse to the County and approved by the Lexington County Attorney, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Agreement was set forth herein in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Agreement, and all agreements and instruments appropriate to implement the Agreement; the Clerk to Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Agreement to the Company and the Tenant. The Chairman of the Council and the Clerk of the Council, for an on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Agreement and to execute such documents and take such further actions as may be necessary to document the granting of the Special Source Credits to the Company and the Tenant, as applicable.

Section 2. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 3. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 4. Effectiveness. This Ordinance shall be effective after third and final reading.

[END OF ORDINANCE, SIGNATURE PAGE TO FOLLOW]

LEXINGTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

READINGS:

First Reading: July 22, 2008
Second Reading: September 23, 2008
Public Hearing: September 23, 2008
Third Reading: October 14, 2008

SPECIAL SOURCE CREDIT AGREEMENT

BETWEEN

INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.,

HOME DEPOT U.S.A., INC.

AND

LEXINGTON COUNTY, SOUTH CAROLINA

DATED AS OF OCTOBER 1, 2008

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT (this "Agreement") is made and entered into as of October 1, 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, INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"), and HOME DEPOT U.S.A., INC., a corporation organized and existing under the laws of the State of Delaware, as the proposed tenant (the "Tenant") of the Project (as defined below).

WITNESSETH:

As a means of setting forth the matters of mutual understanding which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, acting by and through its County Council, is authorized pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 4, Chapter 1, Section 170 of the Code (the "Multi-County Park Act"), Title 4, Chapter 1, Section 175 of the Code (the "Special Source Credit Act"), Title 4, Chapter 29, Section 68 of the Code (the "Special Source Revenue Bond Act" and collectively with the Multi-County Park Act and the Special Source Credit Act, the "Act"), and Article VIII, Section 13 of the South Carolina Constitution, to (i) enter into agreements with certain investors to construct, operate, maintain, and improve projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) covenant with such investors to accept certain fee in lieu of ad valorem tax payments with respect to a project; (iii) permit investors to claim special source credits against their fee in lieu of ad valorem tax payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of Special Source Credits.

(b) The County and Calhoun County, South Carolina ("Calhoun County" and collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and the Multi-County Park Act, have jointly developed a joint county industrial and business park (the "Park") pursuant to that certain Agreement for Development of Joint County Industrial Park dated as of December 11, 1995 (as amended, supplemented, or replaced from time to time, the "Park Agreement").

(c) Pursuant to that certain Ordinance No. 08-12 enacted by the County on July 22, 2008, and by that certain Ordinance No. _____ enacted by Calhoun County on July 14, 2008, the

Counties further amended the Park Agreement to include the Company's property described in Exhibit A attached hereto (the "Property") within the boundaries of the Park.

(d) The Company, in conjunction with the Tenant, intends to establish certain commercial facilities (the "Project") on the Property located within the County, which Project will be leased by the Company to the Tenant, with such Tenant retaining an option to purchase the Project from the Company. The Company and the Tenant anticipate that, should their plans proceed as expected, they will invest at least Twenty-Five Million Dollars (\$25,000,000) in the Project (with a minimum of \$22,500,000 being invested in land and building costs) and create at least 300 new full-time jobs within the County within three years from the date on which the Company or the Tenant, as applicable, places in service assets comprising part of the Project (the "Compliance Period").

(e) In consideration of the Company's and Tenant's significant investment in the Project, the County has determined to grant Special Source Credits against the annual fees-in-lieu of taxes (at the normal assessment ratios applicable to the classes of property constituting the Project) related to the Project paid by the Company and/or the Tenant in an amount equal to One Hundred Thousand Dollars (\$100,000) per year for a period of ten (10) years, up to the maximum amount of One Million Dollars (\$1,000,000), subject to the terms and conditions stated below.

(f) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and the Special Source Credits as set forth herein, the inclusion of the Project in the Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

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

Section 1. *Special Source Credits.* Subject to the satisfaction by the Company and/or Tenant, as applicable, of the Project Commitments (as defined and set forth in Section 2 below), the County hereby grants the Company or Tenant, as applicable, Special Source Credits for any costs expended by the Company and the Tenant, as applicable, on Special Source Improvements related to the Project in an amount equal to One Hundred Thousand Dollars (\$100,000) per year for a period of ten (10) years, up to the maximum amount of One Million Dollars (\$1,000,000). The Special Source Credits shall be claimed by the Company or the Tenant, as applicable, against each of the first ten (10) annual fee in lieu of tax payments owed by the Company or Tenant, as applicable, with respect to the Project (the "Special Source Credit Period"), provided, however, that such Special Source Credits shall only be available in any given year of the Special Source Credit Period to the extent the fees in lieu of taxes due and payable by the Company or Tenant, as applicable, equal or exceed \$100,000 in that given year.

Subject to the limitations set forth below, the County Auditor is hereby directed to apply the

credit amount to reduce the Company's or Tenant's, as applicable, annual fee-in-lieu of tax liability at the Project in the amounts and for the years specified above. The Special Source Credit amounts shall be shown on the bill sent by the County to the Company or Tenant or other applicable taxpayer at the Site. The Company shall be required to use the Special Source Credits to reimburse itself for the costs of the Special Source Improvements.

Section 2. Project Commitments. The Company and the Tenant agree, as applicable, that (a) within the Compliance Period the Tenant will, or will cause the Company to, invest at least Twenty-Five Million Dollars (\$25,000,000) in the Project (the "Minimum Investment Requirement"), with at least \$22,500,000 of such Minimum Investment Requirement being invested in land and building costs; (b) within the Compliance Period, the Tenant will create no fewer than 300 new full-time jobs at the Project (the "Minimum Job Requirement"); and (c) the Tenant will either (i) exercise its purchase option and become the owner/operator of the Project or (ii) remain as the sole tenant of the Project during the Special Source Credit Period (the "Operating Requirement"). The Minimum Investment Requirement, the Minimum Job Requirement, and the Operating Requirement are sometimes referred to herein collectively as the "Project Commitments".

The County hereby acknowledges that the Tenant has engaged the Company to cause all or part of the Project to be constructed and/or acquired by the Company in a build-to-suit arrangement. The County hereby authorizes such plans and any alternate plans whereby the Tenant causes all or part of the Project to be constructed and/or acquired by any other developer or by a Company Affiliate (as hereinafter defined) and authorizes the Company and the Tenant to enter into financing arrangements with respect to the Project, including without limitation real and personal property leases and other financing arrangements where the Company or another developer or financing entity is the owner of all or part of the real property portion of the Project for income tax purposes. Capital expenditures by the Company and the Tenant or by any developer, Company Affiliate or financing entity with respect to the Project shall count toward the Minimum Investment Requirement hereunder and, to the extent permitted by law, under the Code.

Section 3. Adjustment and Termination of Special Source Credits. The failure of the Company or Tenant, as applicable, to satisfy the Minimum Investment Requirement or the Minimum Job Requirement by the end of the Compliance Period or to satisfy the Operating Requirement for the entire Special Source Credit Period, shall give the County the right to adjust or terminate the Special Source Credits as follows:

(a) If, by the end of the Compliance Period, the Company or the Tenant, as applicable, fails to reach the Minimum Investment Requirement, the County shall (i) seek reimbursement of all or any portion of the Special Source Credits previously claimed and received by the Company, and (ii) terminate the Special Source Credits prospectively.

(b) If, by the end of the Compliance Period, the Tenant fails to satisfy the Minimum Job Requirement, the greatest number of full-time jobs created at any time during the Compliance Period shall be subtracted from the Minimum Job Requirement to obtain the "Jobs Shortfall". The Jobs Shortfall shall be divided by the Minimum Job Requirement and converted to a percentage to determine the "Jobs Shortfall Percentage" (with all percentages rounded to the nearest whole percentage). For example, if the Tenant's greatest number of jobs created is 230

jobs at any time within the Compliance Period, this would result in a Jobs Shortfall of 70 jobs, or a 23% Jobs Shortfall Percentage (300 minus 230 = 70; 70 divided by 300 = 0.23).

If there is a Jobs Shortfall, the County shall (i) seek reimbursement of the Special Source Credits previously claimed and received by the Company or Tenant, as applicable, in an amount not to exceed the amount of Special Source Credits received by the Company or the Tenant, as applicable, multiplied by the Jobs Shortfall Percentage, and(ii) reduce all prospective Special Source Credit benefits pro rata based on the Jobs Shortfall Percentage.

For example, if a 23% Jobs Shortfall Percentage is calculated at the end of the Compliance Period (Year 3), the County shall (i) seek reimbursement in the amount of 23% of the Special Source Credits previously claimed and received by the Company or Tenant, as applicable, or \$46,000 ($\$100,000 \times 23\% = \$23,000$ p/yr; $\$23,000 \times 2$ years = \$46,000); and (ii) decrease the Special Source Credits to \$77,000 p/yr on a prospective basis ($\$100,000 \times 23\% = \$23,000$; $\$100,000$ minus $\$23,000 = \$77,000$).

(c) If the Tenant terminates its tenancy at the Project facility and otherwise does not become the owner and operator of the Project facility during the Special Source Credit Period, the County shall have the right, in its sole discretion, to terminate the Special Source Credits prospectively.

Section 4. Assignment. To the extent allowable under the Act, the Company may assign all or a part of its rights and/or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of the Company to any financial institution or other lender, any corporation, limited liability company, partnership or other person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company (“Company Affiliates”), or to any person or company which leases the Project to the Company or any of the Company Affiliates as long as the Company or any such Company Affiliate sub-leases the Project to Tenant, and any of the foregoing conveyances are hereby approved by the County. The County agrees, upon the request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 5. Payment of Administration Expenses. The Company will reimburse the County from time to time for its administration expenses, including all reasonable expenses, including attorney’s fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions; provided that, the parties understand that, based upon the County attorney's current understanding of the transaction, the fees will not exceed \$5,500 for review of the inducement documentation, this Agreement, and any related procedural documents including the requisite ordinances for both the Special Source Credit approval and the expansion of the existing multi-county park with Calhoun County. Aside from the attorneys’ fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6. Indemnification.

(a) The Tenant shall and agrees to hold the County and its County Council members,

officers, agents, attorneys and employees harmless from all pecuniary liability in connection with those reasons set forth in (b)(i) or (ii) of this section.

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

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

Section 7. *Binding Effect.* This Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of the Company, the Tenant, and 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 Agreement shall bind and inure to the benefit of the Company and the Tenant and 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 8. *Counterparts.* This 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 9. *Governing Law.* This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10. *Amendments.* The provisions of this Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company and the Tenant such additional instruments as either may reasonably request to effectuate the purposes of this Agreement.

Section 12. *Severability.* If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and

such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company and the Tenant with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and the Tenant the strongest inducement possible to locate, maintain and further develop the Project in the County.

Section 13. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 14. *Execution Disclaimer.* Notwithstanding any other provisions, the County is executing this Agreement as a statutory accommodation to assist the Company and the Tenant in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Tenant that this document complies with all laws and regulations, particularly those pertinent to industrial and commercial development projects in South Carolina.

[END OF AGREEMENT, SIGNATURE PAGE(S) TO FOLLOW]

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

COUNTY:

LEXINGTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

COMPANY:

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL, INC.

By: _____
Name: _____
Its: _____

TENANT:

HOME DEPOT U.S.A., INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Property

All that certain piece, parcel or tract of land with any improvements thereon, containing 52.42 acres, situated, lying and being approximately 3.6 miles East of South Congaree, the County of Lexington, State of South Carolina, on the North side of a public road known as Pine Ridge Drive. Commencing at the intersection of the SouthWestern right-of-way of U.S. Highway #321, #176, #21 and the SouthEastern right-of-way of Sandhills Parkway, from said Point of Commencement running along the SouthEastern right-of-way of Sandhills Parkway S56°33'45"W for a distance of 547.97" to a 5/8" rebar found at the intersection of Foster Brothers Drive, thence turning and running along the NorthEastern right-of-way of Foster Brothers Drive S11°33'45"W for a distance of 43.10' to the end of the existing Foster Brothers Drive and to a 5/8" rebar found, thence turning and running along the NorthEastern right-of-way of the proposed 66' wide extension of Foster Brothers Drive S33°29'15"E for a distance of 750.01' to a 1/2" rebar set, thence continuing along the NorthEastern right-of-way of a proposed 70' radial cul-de-sac of the extension of Foster Brothers Drive along a curve to the right S31° 25'24"E for a distance of 125.76', a radius of 70.00' and a length of 156.23' to a 1/2" rebar set being the Point of Beginning, thence turning and leaving the proposed cul-de-sac of Foster Brothers Drive and running through property of Foster Brothers Dixiana Sand Company S01°06'30"W for a distance of 1187.24' to a 1/2" rebar set on the Northern right-of-way of a proposed road; said road running through property of Foster Brothers Dixiana Sand Company, thence turning and running along the Northern right-of-way of said proposed road along a curve to the right S74°04'47"W for a distance of 700.25', a radius of 1195.59' and a length of 710.67' to a 1/2" rebar set on the Northern right-of-way of Pine Ridge Drive (a public paved road), thence continuing along the Northern right-of-way of Pine Ridge Drive N88°53'52"W for a distance of 33.36' to a 1/2" rebar set, thence continuing along the Northern right-of-way of Pine Ridge Drive N88°47'52"W for a distance of 405.20' to a 1/2" rebar set, thence continuing along the Northern right-of-way of Pine Ridge Drive along a curve to the left S89°10'29"W for a distance of 405.56', a radius of 5729.10' and a length of 405.65' to a 1/2" rebar set, thence continuing along the Northern right-of-way of Pine Ridge Drive S87°12'24"W for a distance of 331.33' to a 1/2" rebar set, thence turning and leaving the Northern right-of-way of Pine Ridge Drive and running along property of Foster Brothers Dixiana Sand Company N01°06'14"E for a distance of 1222.57' to a 1/2" rebar set, thence continuing along property of Foster Brothers Dixiana Sand Company S88°53'30"E for a distance of 1156.78' to a 1/2" rebar set, thence continuing along property of Foster Brothers Dixiana Sand Company N56°30'44"E for a distance of 620.89' to a 1/2" rebar set on the SouthWestern right-of-way of the proposed 66' wide extension of Foster Brothers Drive, thence turning and running along the right-of-way of the proposed 66' wide extension of Foster Brothers Drive S33°29'16"E for a distance of 95.56' to a 1/2" rebar set, thence continuing along the right-of-way of the proposed 66' wide extension of Foster Brothers along a curve to the left S59°33'01"E for a distance of 139.91', a radius of 70.00' and a length of 214.87' to the Point of Beginning.

Being that same property shown on an ALTAI/ACSM Land Title Survey prepared by Survey One, LLC, dated February 22, 2008, and being recorded in Plat Book 12862, Page 33, Lexington County, South Carolina Records.

ORDINANCE NO. 08-15

AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS AMENDED BY SUBSEQUENT ORDINANCES RELATING TO THE JOINT COUNTY INDUSTRIAL PARK OF LEXINGTON AND CALHOUN COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE PROPERTY IN THE SAXE GOTHA INDUSTRIAL PARK AND PROPERTY WHICH ENCOMPASSES THE FARMERS MARKET.

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

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

WHEREAS, it is now desired that the boundaries of the Park be enlarged to include properties located in the Saxe Gotha Industrial Park and the Farmers Market; and

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

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

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

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

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

Farmers Market

**EXHIBIT A
LEGAL DESCRIPTION**

Located at the eastern side of the intersection of the right-of-way of Ballard Road and Highway 321 in Lexington County, South Carolina

To consist of, among others, all or a portion of TMS# 007997-02-015, 007997-02-016, 07917-04-025, 07917-04-026, 07997-02-030, 07997-02-010, and 07997-02-011

[FULL LEGAL DESCRIPTION ATTACHED HERETO]

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE EASTERN SIDE OF US HIGHWAYS 21, 176 AND 321 NEAR THE TOWN OF PINE RIDGE IN LEXINGTON COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE PARTICULARLY SHOWN AND DELINEATED AS 174.12 ACRES ON A PLAT PREPARED FOR 321 LEXINGTON ASSOCIATES, LLC BY ASSOCIATED E AND S, INC., DATED DECEMBER 10, 2007, AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING BOUNDARIES AND MEASUREMENTS TO WIT:

BEGINNING AT THE POINT OF BEGINNING BEING A POINT ON THE EASTERN RIGHT OF WAY OF US HIGHWAYS 21, 176 AND 321 AT BALLARD COURT; THENCE, TURNING AND RUNNING ALONG THE EASTERN RIGHT OF WAY OF US HIGHWAYS 21, 176 AND 321 THE FOLLOWING METES AND BOUNDS: N 09-49-19 W FOR A DISTANCE OF 7.52 FEET TO A POINT; THENCE, TURNING AND RUNNING N 10-11-12 W FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE, TURNING AND RUNNING N 03-50-38 E FOR A DISTANCE OF 154.62 FEET TO A POINT; THENCE, TURNING AND RUNNING N 10-11-22 W FOR A DISTANCE OF 159.86 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG THE LANDS OF NOW OR FORMERLY EVELYN H. SHEALEY N 78-46-38 E FOR A DISTANCE OF 679.50 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG THE LANDS OF NOW OR FORMERLY EVELYN H. SHEALEY AND NOW OR FORMERLY LAKEWOOD MINISTRIES, RESPECTIVELY, N 10-44-16 W FOR A DISTANCE OF 407.61 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG THE LANDS OF NOW OR FORMERLY R. KENNERLY HOOKER THE FOLLOWING METES AND BOUNDS: N 77-47-59 E FOR A DISTANCE OF 936.55 FEET TO A POINT; THENCE, TURNING AND RUNNING N 04-08-26 W FOR A DISTANCE OF 246.98 FEET TO A POINT; THENCE, TURNING AND RUNNING N 04-10-50 W FOR A DISTANCE OF 199.94 FEET TO A POINT; THENCE, TURNING AND RUNNING N 80-12-00 E FOR A DISTANCE OF 573.90 FEET TO A POINT; THENCE, TURNING AND RUNNING N 80-06-38 E FOR A DISTANCE OF 479.17 FEET TO A POINT; THENCE, TURNING AND RUNNING N 84-06-52 E FOR A DISTANCE OF 218.05 FEET TO A POINT; THENCE, TURNING AND RUNNING N 04-30-56 W FOR A DISTANCE OF 374.57 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF INTERSTATE HIGHWAY NUMBER 26; THENCE, TURNING AND RUNNING ALONG THE WESTERN RIGHT OF WAY OF INTERSTATE HIGHWAY NUMBER 26 THE FOLLOWING METES AND BOUNDS: S 35-07-13 E FOR A DISTANCE OF 647.43 FEET TO A POINT; THENCE, TURNING AND RUNNING S 33-25-18 E FOR A DISTANCE OF 391.93 FEET TO A POINT; THENCE, TURNING AND RUNNING S 31-39-21 E FOR A DISTANCE OF 552.01 FEET TO A POINT; THENCE, TURNING AND RUNNING S 30-49-12 E FOR A DISTANCE OF 38.97 FEET TO A POINT; THENCE, TURNING AND RUNNING S 30-41-02 E FOR A DISTANCE OF 198.19 FEET TO A POINT; THENCE, TURNING AND RUNNING S 29-28-16 E FOR A DISTANCE OF 300.87 FEET TO A POINT; THENCE, TURNING AND RUNNING S 28-15-22 E FOR A DISTANCE OF 400.48 FEET TO A POINT; THENCE, TURNING AND RUNNING S 27-54-59 E FOR A DISTANCE OF 190.32 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF INTERSTATE HIGHWAY NUMBER 26; THENCE, TURNING AND RUNNING ALONG THE LANDS OF NOW OR FORMERLY M.L. CORLEY AND SONS SAWMILL, INC. S 61-44-38 W FOR A DISTANCE OF 941.72 TO A POINT; THENCE, TURNING AND RUNNING ALONG

LLOYDSWOOD SUBDIVISION THE FOLLOWING METES AND BOUNDS: S 11-11-41 E FOR A DISTANCE OF 15.54 FEET TO A POINT; THENCE, TURNING AND RUNNING S 71-31-27 W FOR A DISTANCE OF 103.41 FEET TO A POINT; THENCE, TURNING AND RUNNING S 72-11-56 W FOR A DISTANCE OF 119.75 FEET TO A POINT; THENCE, TURNING AND RUNNING S 77-34-42 W FOR A DISTANCE OF 160.75 FEET TO A POINT; THENCE, TURNING AND RUNNING S 74-28-19 W FOR A DISTANCE OF 64.27 FEET TO A POINT; THENCE, TURNING AND RUNNING S 74-28-19 W FOR A DISTANCE OF 78.70 FEET TO A POINT; THENCE, TURNING AND RUNNING N 87-40-18 W FOR A DISTANCE OF 46.55 FEET TO A POINT; THENCE, TURNING AND RUNNING N 87-40-18 W FOR A DISTANCE OF 184.93 FEET TO A POINT; THENCE, TURNING AND RUNNING N 79-04-33 W FOR A DISTANCE OF 85.02 FEET TO A POINT; THENCE, TURNING AND RUNNING N 78-58-26 W FOR A DISTANCE OF 15.01 FEET TO A POINT; THENCE, TURNING AND RUNNING N 79-12-25 W FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE, TURNING AND RUNNING N 78-58-09 W FOR A DISTANCE OF 79.91 FEET TO A POINT; THENCE, TURNING AND RUNNING N 78-28-42 W FOR A DISTANCE OF 219.42 FEET TO A POINT; THENCE, TURNING AND RUNNING N 80-17-54 W FOR A DISTANCE OF 98.86 FEET TO A POINT; THENCE, TURNING AND RUNNING S 88-20-12 W FOR A DISTANCE OF 79.86 FEET TO A POINT; THENCE, TURNING AND RUNNING S 87-04-55 W FOR A DISTANCE OF 164.91 FEET TO A POINT; THENCE, TURNING AND RUNNING S 62-36-04 W FOR A DISTANCE OF 81.03 FEET TO A POINT ; THENCE, TURNING AND RUNNING S 51-02-53 W FOR A DISTANCE OF 570.03 FEET TO A POINT; THENCE, TURNING AND RUNNING S 50-48-47 W FOR A DISTANCE OF 79.95 FEET TO A POINT; THENCE, TURNING AND RUNNING S 51-10-54 W FOR A DISTANCE OF 80.04 FEET TO A POINT; THENCE, TURNING AND RUNNING S 50-12-12 W FOR A DISTANCE OF 108.11 FEET TO A POINT; THENCE, TURNING AND RUNNING S 52-05-46 W FOR A DISTANCE OF 74.68 FEET TO A POINT; THENCE, TURNING AND RUNNING N 35-19-02 W FOR A DISTANCE OF 49.97 FEET TO A POINT; THENCE, TURNING AND RUNNING N 35-19-02 W FOR A DISTANCE OF 85.00 FEET TO A POINT; THENCE, TURNING AND RUNNING N 42-54-22 W FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE, TURNING AND RUNNING S 46-54-22 W FOR A DISTANCE OF 87.95 FEET TO A POINT; THENCE, TURNING AND RUNNING N 33-56-23 W FOR A DISTANCE OF 164.17 FEET TO A POINT; THENCE, TURNING AND RUNNING S 79-24-53 W FOR A DISTANCE OF 214.75 FEET TO A POINT; THENCE, TURNING AND RUNNING S 79-37-07 W FOR A DISTANCE OF 269.96 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF US HIGHWAYS 21, 176 AND 321; THENCE, TURNING AND RUNNING ALONG THE EASTERN RIGHT OF WAYS OF US HIGHWAYS 21, 176 AND 321 THE FOLLOWING METES AND BOUNDS: N 10-15-04 W FOR A DISTANCE OF 213.46 FEET TO A POINT; THENCE, TURNING AND RUNNING N 10-05-21 W FOR A DISTANCE OF 1002.10 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF US HIGHWAYS 21, 176 AND 321 AT BALLARD COURT, BEING THE POINT OF BEGINNING, SAID PARCEL OF PROPERTY CONTAINING 174.12 ACRES, MORE OR LESS.

BEGINNING AT THE AFOREMENTIONED POINT OF BEGINNING; THENCE, TURNING AND RUNNING S 89-09-04 E FOR A DISTANCE OF 483.42 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'A' AS SHOWN ON THE AFOREMENTIONED PLAT S 89-06-54 E FOR A DISTANCE OF 250.89 FEET TO A

POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'B' AS SHOWN ON THE AFOREMENTIONED PLAT N 79-51-32 E FOR A DISTANCE OF 124.99 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'C' AS SHOWN ON THE AFOREMENTIONED PLAT N 79-54-15 E FOR A DISTANCE OF 125.02 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'D' AS SHOWN ON THE AFOREMENTIONED PLAT THE FOLLOWING METES AND BOUNDS: N 79-54-15 E FOR A DISTANCE OF 246.68 FEET TO A POINT; THENCE, TURNING AND RUNNING S 09-13-26 E FOR A DISTANCE OF 163.03 FEET TO A POINT; THENCE, TURNING AND RUNNING S 79-55-00 W FOR A DISTANCE OF 246.79 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'C' AS SHOWN ON THE AFOREMENTIONED PLAT THE FOLLOWING METES AND BOUNDS: S 09-16-34 E FOR A DISTANCE OF 187.00 FEET TO A POINT; THENCE, TURNING AND RUNNING S 79-51-58 W FOR A DISTANCE OF 125.85 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'B' AS SHOWN ON THE AFOREMENTIONED PLAT S 79-51-58 W FOR A DISTANCE OF 125.85 FEET TO A POINT; THENCE, TURNING AND RUNNING ALONG PARCEL 'A' AS SHOWN ON THE AFOREMENTIONED PLAT THE FOLLOWING METES AND BOUNDS: S 08-52-39 E FOR A DISTANCE OF 4.85 FEET TO A POINT; THENCE, TURNING AND RUNNING N 89-04-53 W FOR A DISTANCE OF 250.74 FEET TO A POINT; THENCE, TURNING AND RUNNING N 08-57-10 W FOR A DISTANCE OF 354.77 FEET TO A POINT, SAID PARCELS 'A', 'B', 'C' AND 'D' CONTAINING A COMBINED AREA OF 4.95 ACRES, MORE OR LESS, NOT BEING INCLUDED IN THE 174.12 ACRES AS SHOWN ON THE AFOREMENTIONED PLAT.

EXHIBIT "B"

Saxe Gotha Park

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, containing 493.17 acres, more or less and being more particularly shown and delineated on a plat prepared for the County of Lexington by Survey One, LLC dated May 30, 2007 and recorded in the Lexington County Register of Deeds Office in Book _____ at Page _____ and Plat Slide _____ at Page _____.



COMMITTEE REPORT

RE: “Skip” Paving and Right-of-Way Issues

DATE: September 29, 2008

COMMITTEE: Public Works

MAJORITY REPORT: Yes

The Public Works Committee met on Tuesday, September 23, 2008, to hear an update from staff on “skip” paving and right-of-way issues.

Mr. John Fechtel, Public Works Director, defined “skip” paving as not paving the entire length of a road. Staff has submitted a “Dirt Road Paving Policy” that addresses both skip paving and right-of-way issues. (See attached Dirt Road Paving Policy).

Mr. Fechtel said they had received several requests to extend or complete the paving on roads that have already been paved to a certain point. He recommends these requests be ranked in the same manner that the County uses to evaluate roads for paving, i.e., traffic counts, road maintenance costs, etc. then compare the rankings to the current list and, based on available funding, be considered by County Council.

The Public Works Committee voted unanimously to recommend that full Council accept staff’s recommendation for the proposed Dirt Road Paving Policy.

Attachment: Dirt Road Paving Policy

EXHIBIT A

Staff recommends the following proposed Dirt Road Paving Policy in an effort to address “Skip Paving”.

- 1.) Staff will establish the necessary right-of-way (ROW) for a given road based on engineering needs (drainage, pavement width, utilities, traffic, etc). As a result the ROW required on petitioned roads will vary.
- 2.) A road segment proposed for paving must adjoin a paved road.
- 3.) If an entire road does not meet the County’s requirements for paving (petitioned, traffic, maintenance cost, school bus route & number of years petitioned), a segment of that road may be considered for paving based on a basic traffic analysis.
- 4.) If a stand-alone dirt road does not adjoin an existing paved road but warrants paving, allow staff to consider including a portion of the next dirt road that adjoins a paved road (which may not warrant paving on its own.)
- 5.) When the maintenance cost associated with maintaining a segment of the dirt road is determined by staff to be cost prohibitive, it will be considered for paving.
- 6.) When an unpaved segment located in the middle of two paved segments exists due to the inability to secure ROW, staff will determine if it is in the best interest of the County maintenance to connect the segments.
- 7.) When the necessary ROW cannot be secured to staff satisfaction, the road will not be considered for paving.



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 # **M08-10**

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

Parcels between Lin creek Drive & Lake Murray Blvd.

Zoning Classifications: (Current) R1,D,C2 (Proposed) ID

TMS#: TMS#'s 002697-03-024,061,062,063 Property Owner: H & T Investments, LLC

Reason for the request: We want to develop an office complex.

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: 08/26/08 Applicant: Property Owner Authorized Agent

Phone #(s): cell 803-609-3777 _____

Signature: _____ *Signature on File* Printed Name: Brant Taylor

Street/Mailing Address: 2211 Lake Murray Blvd. Columbia SC 29212

08/26/2008	Application Received
09/25/2008	Newspaper Advertisement
09/26/2008	Notices Mailed

08/26/2008	Fee Received
09/29/2008	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

09/23/08	First Reading	10/14/08	Public Hearing		Second Reading		Third Reading
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Results: _____

COUNTY OF LEXINGTON, SOUTH CAROLINA

Department of Community Development

County Administration Building (803) 785-8121

212 South Lake Drive Ste. 401 Lexington, South Carolina 29072

STAFF SUMMARY
ZONING MAP AMENDMENT #M08-10

Description of the amendment: This Map Amendment request is for a change in zoning classification of TMS# 002697-03-024 currently zoned D (Development) & C2 (General Commercial), TMS# 002697-03-061 currently zoned D (Development), TMS# 002697-03-062 currently zoned R1 (Low Density Residential), TMS# 002697-03-063 currently zoned C2 (General Commercial) to ID (Intensive Development).

Character of the Area: The immediate area is a mixture of commercial use and residential use. These parcels are near the Lexington County North Lake Service Center.

Zoning History: This property is in the Seven Oaks/Dutch Fork planning area zoned in 1971/1974. Since this time approximately nine map amendments have been applied for in this area. Map Amendment # 92-06 was approved changing the front portion of what is now TMS# 002697-03-024 from D (Development) to C2 (General Commercial).

Council District: Six-Johnny W. Jeffcoat

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

EXCERPTS TAKEN FROM:

LEXINGTON COUNTY



ZONING ORDINANCE

August 27, 2008

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

Extremely Hazardous Materials as regulated by Article 3
Mining Operations as regulated by Article 8
Mobile Home Parks as regulated by Article 7
Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

Current Zoning

Proposed Zoning

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓	✓	✓	✓	✓	✓	Administrative Offices
					✓		✓	✓	✓	✓	Advertising Signs
				✓	✓	✓	✓	✓	✓	✓	Airports
			✓	✓	✓			✓	✓	✓	Animal Operations
		✓		✓	✓		✓	✓	✓	✓	Boat Docks
					✓			✓	✓	✓	Bus and Transit Terminals
					✓			✓	✓	✓	Business Services
	✓	✓	✓	✓	✓			✓	✓	✓	Cemeteries
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Child or Adult Day Care
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Churches
					✓			✓	✓	✓	Communication Towers
✓	✓	✓	✓	✓	✓			✓	✓	✓	Community Education
					✓			✓	✓	✓	Construction Services
			✓	✓	✓			✓	✓	✓	Crops
					✓			✓	✓	✓	Detention Centers
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Essential Services (Limited)
	✓	✓	✓	✓	✓			✓	✓	✓	Essential Services (Extensive)
✓			✓	✓	✓			✓	✓	✓	Fancier's Kennel/Cattery
				✓	✓			✓	✓	✓	Food Services
					✓			✓	✓	✓	General Repair and Maintenance Services
					✓		✓	✓	✓	✓	General Retail (Limited)
					✓			✓	✓	✓	General Retail (Extensive)
✓###	✓###	✓###	✓###	✓	✓	✓	✓	✓	✓	✓	Golf Courses
✓#	✓#	✓#	✓#	✓	✓		✓	✓	✓	✓	Group Assembly (Limited)
				✓	✓			✓	✓	✓	Group Assembly (Intermediate)
					✓			✓	✓	✓	Group Assembly (Extensive)
		✓	✓	✓	✓	✓	✓	✓	✓	✓	Group Housing
					✓		✓	✓	✓	✓	Hospitals
			✓	✓	✓			✓	✓	✓	Kennels, Catteries, and Stables
					✓			✓	✓	✓	Landfills (Limited)
					✓			✓	✓	✓	Landfills (Intermediate)
					✓			✓	✓	✓	Landfills (Extensive)
					✓			✓	✓	✓	Manufacturing (Light Assembly)
					✓			✓	✓	✓	Manufacturing (Limited)
					✓			✓	✓	✓	Manufacturing (Intermediate)
					✓			✓	✓	✓	Manufacturing (Extensive)
					✓			✓	✓	✓	Marinas
					✓	✓	✓	✓	✓	✓	Medical Services
					✓			✓	✓	✓	Military Installations
			✓		✓			✓	✓	✓	Mining (Limited)
					✓			✓	✓	✓	Mining (Intermediate)
					✓			✓	✓	✓	Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Mini-Parks
					✓			✓	✓	✓	Mini-Warehouses
	✓	✓	✓	✓	✓		✓	✓	✓	✓	Mobile Homes
		✓			✓			✓	✓	✓	Mobile Home Parks (Limited) *
		✓			✓			✓	✓	✓	Mobile Home Parks (Extensive) *
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Natural Reserves
				✓	✓	✓	✓	✓	✓	✓	Non-Assembly Cultural
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Nursing Homes
					✓		✓	✓	✓	✓	Personal Convenience Services
			✓	✓	✓	✓	✓	✓	✓	✓	Plant Nurseries

Current Zoning

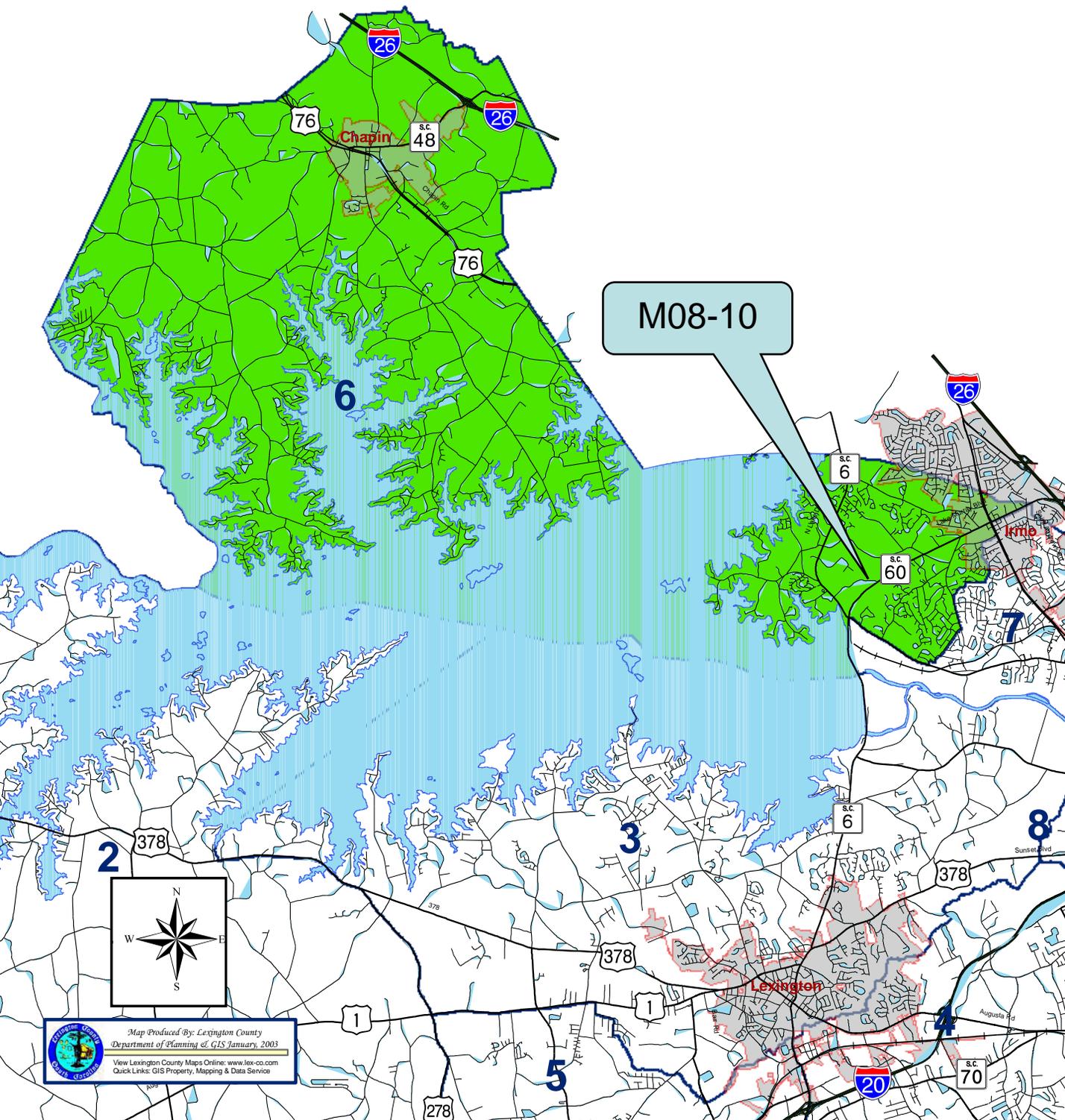
Proposed Zoning

R1	R2	R3	D	RA	RD	LC	C1	C2	ID	LR	ACTIVITIES
					✓				✓	✓	Power Plants
					✓	✓	✓	✓	✓	✓	Professional Services
					✓				✓	✓	Radioactive Materials Handling
					✓				✓	✓	Railroad
					✓				✓	✓	Recycling Centers
					✓			✓	✓	✓	Research Services
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Residential Detached
	✓	✓			✓	✓	✓	✓	✓	✓	Residential Attached (2 dwelling units)
		✓			✓			✓	✓	✓	Residential Attached (3 or more dwelling units)
		✓			✓			✓	✓	✓	Retirement Centers/Assisted Living
					✓				✓	✓	Salvage/Wrecking Yard
					✓				✓	✓	Scrap Operations
					✓		✓	✓	✓	✓	Business Parks
					✓			✓	✓	✓	Shopping Centers
					✓				✓	✓	Industrial Parks
					✓			✓	✓	✓	Towing and Impoundment Lot
					✓			✓	✓	✓	Trade Enterprises
					✓			✓	✓	✓	Transient Habitation
					✓			✓	✓	✓	Transport and Warehousing (Limited)
					✓			✓	✓	✓	Transport and Warehousing (Extensive)
					✓		✓	✓	✓	✓	Transport Services
					✓			✓	✓	✓	Undertaking
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Utilities
					✓			✓	✓	✓	Vehicle Parking
					✓			✓	✓	✓	Vehicle Repair
					✓			✓	✓	✓	Vehicle Sales
					✓		✓	✓	✓	✓	Vehicle Servicing (Limited)
					✓			✓	✓	✓	Vehicle Servicing (Extensive)
				✓	✓			✓	✓	✓	Veterinarian
				✓	✓			✓	✓	✓	Zoos

The permitting of this activity in these districts is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

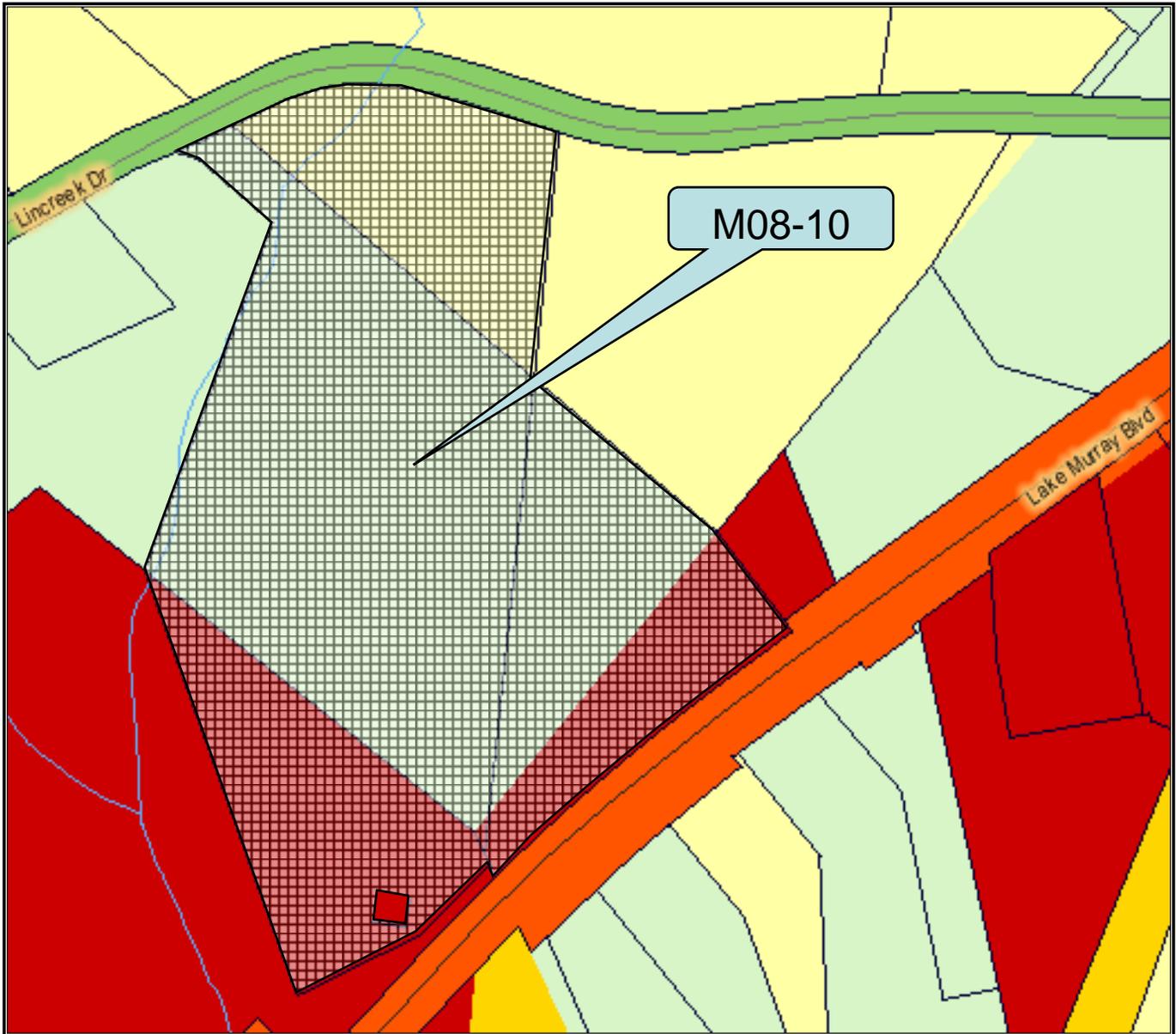
The permitting of this activity in these districts is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

Lexington County Council District 6



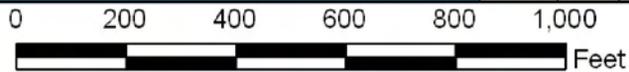
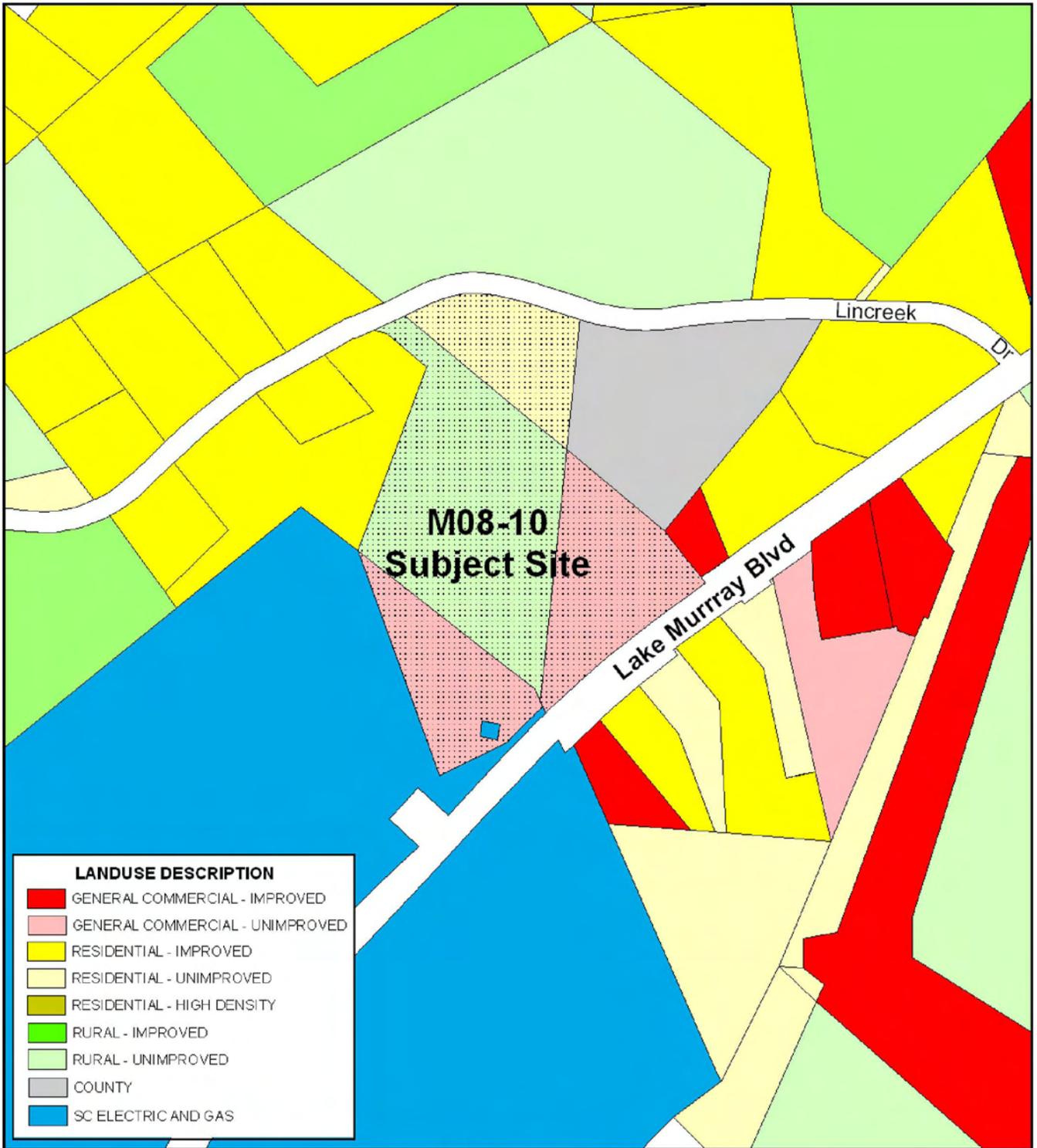
M08-10

Zoning Map Amendment Application M08-10



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



Existing Landuse Map Amendment # M08-10

Zoning Map Amendment Application M08-10



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