

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, November 18, 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.**

12:15 p.m. - 1:15 p.m. - Economic Development

- (1) Approval of a Resolution Authorizing the Execution and Delivery of an Estoppel, Consent and Agreement and Amended and Restated Leasehold Mortgage and Financing Statement for Carolina Culinary Foods, L.P. f/k/a Columbia Farms - OSI, L.P. - Lee Holloway, Attorney, Holloway Law Offices, LLC **A**
- (2) Miller Valentine Group Incentive Request - Economic Development - Chuck Whipple, Sr. Project Manager and Mark Simmons, Ex. Vice President, Central SC Alliance **B**
- (3) Project Wind Incentive Project and Tax Analysis - Economic Development - Chuck Whipple, Sr. Project Manager and Tracy McMillin, Project Manager, Central SC Alliance **C**
- (4) Ordinance 08-17 - An Ordinance Authorizing the Execution and Delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement by and Between Lexington County, South Carolina, and (Project Wind), its Affiliates and Assigns, to Provide for the Inclusion of the Company in a Multi-County Business or Industrial Park; and Other Matters Thereto Related - 2nd Reading **D**
- (5) Old Business/New Business
- (6) Adjournment

1:15 p.m. - 1:45 p.m. - Planning & Administration

- (1) Zoning Map Amendment M08-07 - White Water Drive, Portion of Rocky Ramp Drive, and Launch Court - 2nd Reading **E**
- (2) Zoning Map Amendment M08-08 - Three Oak Lane and Water Oak Trail - 2nd Reading **F**
- (3) Zoning Map Amendment M08-10 - Parcels Between Lincreek Drive and Lake Murray Boulevard - 2nd Reading **G**
- (4) Dress Code Policy Draft - Human Resources - Lori Adler, Director **H**
- (5) Approval of Minutes - Meeting of October 14, 2008 **I**
- (6) Old Business/New Business - Land Use Growth, Landscape Ordinance
- (7) Adjournment

1:45 p.m. - 2:10 p.m. - Justice

- (1) 2008 Bulletproof Vest Partnership Grant Award (Goal 3) - Sheriff's Department - Col. Allan Paavel **J**
- (2) Eleventh Circuit Public Defender Administering County Request - Robert Madsen, Circuit Public Defender **K**
- (3) Old Business/New Business
- (4) Adjournment

2:10 p.m. - 2:30 p.m. - Health & Human Services

- (1) 2009 Hazardous Material Emergency Planning (HMEP) Grant Award (Goal 3) - Public Safety/Emergency Preparedness - Mike McMasters, Emergency Response Coordinator **L**
- (2) 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 Retail Food Establishments in the Unincorporated Areas of Lexington County **M**
- (3) Old Business/New Business - RMat Grant
- (4) Adjournment

2:30 p.m. - 2:55 p.m. - Public Works

- (1) Ordinance 08-14 - An Ordinance Amending the Lexington County Stormwater Management Ordinance 06-10 for the Creation of the Stormwater Advisory Board Public Works/Stormwater - Sheri Armstrong, Stormwater Manager **N**
- (2) Potential Nominees for Stormwater Advisory Board - Public Works/Stormwater - Sheri Armstrong, Stormwater Manager **O**
- (3) Sustainable Skylines Initiative - Public Works - Synithia Williams, Environmental Coordinator **P**
- (4) Old Business/New Business - Traffic Congestion
- (5) Adjournment

2:55 p.m. - 3:00 p.m. - Solid Waste

- (1) Palmetto Pride Community Pride Grant Application (Goal 3) - Solid Waste Management - Dave Eger, Director **Q**
- (2) Approval of Minutes - Meeting of October 14, 2008 **R**
- (3) Old Business/New Business - Disposal Fee for Old Tires
- (4) Adjournment

Economic Development

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

Planning & Administration

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

Justice

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

Health & Human Services

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

Public Works

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

Solid Waste

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, November 18, 2008
Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Appointments S

Bids/Purchases/RFPs

- (1) Administration Building Lower Parking Lot and Auxiliary Building Beautification Project - Building Services **T**
- (2) Auxiliary Administration Re-Roofing Project - Building Services **U**
- (3) One (1) Tandem Dump Truck - Replacement - Public Works..... **V**
- (4) One (1) Vactor Truck Replacement and Accessories - Public Works **W**

Ordinances

- (1) Ordinance 08-14 - An Ordinance Amending the Lexington County Stormwater Management Ordinance 06-10 for the Creation of the Stormwater Advisory Board - 2nd Reading - **Tab N**
- (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 - 3rd and Final Reading..... **X**
- (3) Ordinance 08-17 - An Ordinance Authorizing the Execution and Delivery of a Fee-in-Lieu of Ad Valorem Taxes Agreement by and Between Lexington County, South Carolina, and (Project Wind), its Affiliates and Assigns, to Provide for the Inclusion of the Company in a Multi-County Business or Industrial Park; and Other Matters Thereto Related - 2nd Reading - **Tab D**
- (4) Ordinance 08-18 - An Ordinance Amending Section 46-1. of the Lexington County Ordinance in Regards to Disposal of County-owned Real Property - 1st Reading **Y**

Committee Reports

Economic Development, S. Davis, Chairman

- (1) Approval of a Resolution Authorizing the Execution and Delivery of an Estoppel, Consent and Agreement and Amended and Restated Leasehold Mortgage and Financing Statement for Carolina Culinary Foods, L.P. f/k/a Columbia Farms - OSI, L.P. - Lee Holloway, Attorney, Holloway Law Offices - **Tab A**

Planning & Administration, J. Jeffcoat, Chairman

- (1) Zoning Map Amendment M08-07 - White Water Drive, Portion of Rocky Ramp Drive, and Launch Court - 2nd Reading - **Tab E**
- (2) Zoning Map Amendment M08-08 - Three Oak Lane and Water Oak Trail - 2nd Reading - **Tab F**
- (3) Zoning Map Amendment M08-10 - Parcels between Lin creek Drive and Lake Murray Boulevard - 2nd Reading - **Tab G**

Justice, B. Banning, Sr., Chairman

- (1) 2008 Bulletproof Vest Partnership Grant Award - **Tab J**

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

- (1) 2009 Hazardous Material Emergency Planning (HMEP) Grant Award - **Tab L**

Airport, T. Cullum, Chairman

- (1) Airport Capital Improvement Plan FY2010-2014 and FY09 Pre-Application for FAA Funds.....**Z**

Solid Waste, J. Kinard, Chairman

- (1) Palmetto Pride Community Pride Grant Application - **Tab Q**

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

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

HOLLOWAY LAW OFFICES, LLC
ATTORNEYS AND COUNSELORS AT LAW

Lee Holloway

1712 ST. JULIAN PLACE, SUITE 101
COLUMBIA, SOUTH CAROLINA 29204
clholloway@bellsouth.net

TEL. 803-929-1191
FAX. 803-929-1417

November 6, 2008
Via E-Mail
jeff@oldcourthouse.com

Jeffrey M. Anderson, Esquire
Nicholson Davis Frawley Anderson & Ayer
P.O. Box 489
Lexington, SC 29071-0489

Re: Carolina Culinary Foods, L.P.
November 18 Lexington County Council Meeting

Dear Jeff:

Carolina Culinary Foods, L.P. is in the process of amending its loans with Bank America. Its Dunbar Road property was deeded to Lexington County based on a FILOT Agreement and Lease. As you will recall, county council approved the original Bank America loan in 2005. Sin

In order to gain Lexington County's approval of the amended and restated loan documents, enclosed you will find the following proposed documents:

1. Resolution of County Council to be dated November 18, 2008; and
2. Estoppel, Consent and Agreement; and
3. Amended and Restated Leasehold Mortgage and Financing Statement.

I am requesting that the County Council consent to the amended financial arrangement with Bank America as set forth in the Estoppel, Consent and Agreement and Amended and Restated Mortgage. My client and Bank of America have approved these documents. If at all possible, I would hope these items could be on the November 18 agenda. In the event you want any changes, that can be accomplished prior to execution.

Thank you for your help and assistance herein.

Sincerely yours,

Lee

Carl. L. Holloway, Jr

CLH,Jr/me
Enclosures

Cc: Diana Burnett dburnett@lex-co.com

RESOLUTION NO. _____

A RESOLUTION authorizing the execution and delivery of an Estoppel, Consent and Agreement by and between LEXINGTON COUNTY, SOUTH CAROLINA (the “County”) and BANK OF AMERICA, N.A., as Administrative Agent for the lenders how are or may become a party to that certain Amended and Restated Credit Agreement dated as of November __, 2008 (in such capacity, “Bank of America”) whereby Bank of America will agree to make certain loans to the borrowers named therein and pursuant to which CAROLINA CULINARY FOODS, L.P. f/k/a COLUMBIA FARMS-OSI, L.P., a South Carolina Limited Partnership (“Carolina Culinary”) has agreed to deliver a leasehold mortgage if the required consent of the County is obtained.

WHEREAS, the County, acting by and through its County Council (the “County Council”), as Lessor, entered into a Lease Purchase Agreement with Columbia Farms - OSI, L.P. as Lessee, dated December 1, 1996 (the “Lease”), pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976 (the “FILOT Act”) and Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (the “Multi-County Park Act”), in order to promote industrial development by covenant with Carolina Culinary to accept certain agreed upon payments in lieu of ad valorem taxes;

WHEREAS, Carolina Culinary entered into a Leasehold Mortgage and Financing Statement in the sum of \$700,000.00 in favor of Bank of America, dated March 25, 2005, recorded in the Office of the Register of Deeds for Lexington County on August 16, 2005 in Book 10386 at Page 205 (the “Leasehold Mortgage”), duly consented to and approved by the County as set forth in the Estoppel, Consent and Agreement dated March 22, 2005, recorded June 24, 2005 in Book 10236 at Page 10; and

WHEREAS, Carolina Culinary desires to amend and restate its borrowing arrangements and credit agreements with Bank of America, and amend and restate the Leasehold Mortgage as collateral for loans extended by Bank of America; and

WHEREAS, Article IX of the Lease provides for Carolina Culinary to mortgage its leasehold interest; and

WHEREAS, Bank of America requires the consent and assistance of the County in order to perfect such a lending arrangement.

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

Lexington County hereby consents to Carolina Culinary Foods, L.P., as successor to Columbia Farms-OSI, L.P. amending and restating the Leasehold Mortgage subject to the terms and conditions of the Lease. The attached Estoppel, Consent and Agreement and such

reasonably accompanying documents necessary to perfect the amended and restated borrowing arrangement between Carolina Culinary Foods, L.P. and Bank of America are hereby approved and accepted.

All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Duly adopted by the Chairman and County Council of the County of Lexington, Lexington, South Carolina, this _____ day of November, 2008.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
_____, Chairman
County Council of Lexington County,
South Carolina

ATTEST:

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

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ESTOPPEL, CONSENT AND AGREEMENT

THIS ESTOPPEL, CONSENT AND AGREEMENT (the Agreement) made this _____ day of November, 2008, by and between Lexington County, South Carolina (the "Landlord ") and Bank of America, N.A., a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as as Administrative Agent under the Credit Agreement (as defined below) (in such capacity, the "Lender").

RECITALS

A. Reference is made to that certain Amended and Restated Credit Agreement dated as of November __, 2008 among Lender, the lenders who are or may become a party thereto, Carolina Culinary Foods, L.P., as successor to Columbia Farms-OSI, L.P., a South Carolina Limited Partnership (the "Borrower" or "Tenant" herein), and certain other parties thereto (as the same may be amended, renewed, extended, modified, refinanced or replaced from time to time, the "Credit Agreement").

B. Subject to and in accordance with the terms and conditions of the Credit Agreement, the Lender has extended or agreed to extend certain loans and other financial accommodations to the borrowers named therein consisting of term loans in the sum of \$200,000,000.00 and amended and restated revolver loans in the sum of \$400,000,000.00, in an aggregate principal amount not to exceed \$600,000.00 (the "Loan"). The Loan will be secured, in part, by a leasehold mortgage lien on and security interest in all of the Borrower's right, title and interest in and to that certain Lease Purchase Agreement dated December 1, 1996 (together with all renewals, modifications, extensions and amendments thereto, the "Lease") between the Landlord, as Lessor, and Borrower, as Lessee, recorded December 20, 1996 in Book 3985 at Page 55, creating Borrower's leasehold interest in the Lease, and covering the premises owned by the Landlord and leased to the Borrower, and being a tract of land owned by Borrower but titled in the name of Landlord, and leased to the Borrower, for the purpose of accomplishing a fee-in-lieu of tax arrangement.. The property being approximately 12.80 acres located in the Air South Industrial Park on Old Dunbar Road, near the Town of Cayce, County of Lexington, as more particularly described as follows (the "Property"):

All that certain piece, parcel or tract of land, with improvements thereon, located in Air South Industrial Park near the Town of Cayce, County of Lexington, State of South Carolina, containing 12.80 total acres, more or less, shown as two parcels, one consisting of 12.08 acres and the other

0.72 acres, on that certain plat prepared for Carolina Culinary Foods, L.P. by Lucius D. Cobb, Sr., Land Surveyor, Inc., dated October 15, 2004, recorded in the Office of the Register of Deeds for Lexington County on October 31, 2008 in Book 13226 at Page 253, said property being more fully described as follows: Beginning at an iron pipe (old r.r. spike) at the northeastern most corner of the property being the southwestern corner of the intersection of Dunbar Road and McCall Street and running S 02° 12' 45"E for a distance of 78.81 feet to an iron pin (1.25" op); then turning and running S 18° 03' 21"E for a distance of 461.69 feet to an iron pin (1" open); then turning and running S71° 56' 25"W for a distance of 1,007.79 feet to an iron pin (P.K. nail) (with a tie in line N71°10'48"E for a distance of 2.45 feet as shown on the referenced plat); then turning and running N 22° 20' 05"W for a distance of 193.74 feet to a computed point; then turning and running N07° 43' 58"E for a distance of 342.68 feet to a computed point; then continuing N07° 43' 58"E for a distance of 55.08 feet to an iron pin (#4 rebar); then turning and running N72° 13' 37"E for a distance of 434.62 feet to an iron pin (#4 rebar); then turning and running N04° 10' 36"E for a distance of 150.51 feet to an iron pin (shaft); then turning and running S85° 02' 19"E along the southern right-of-way of Dunbar Road (SC Road S32-72) for a distance of 49.58 feet to an iron pin (.75" crimp); then turning and running along said right-of-way S 85° 23' 55" E for a distance of 233.17 feet to an iron pin (1.50"op); then continuing along said right-of-way turning and running S 85° 24' 24"W for a distance of 19.87 feet to iron pin (1.5" op); then continuing along said right-of-way turning and running S85° 28' 17" E for a distance of 86.84 feet to the point of beginning; said plat being incorporated herein by reference for a more complete and accurate description. The property being bounded on the NORTH by Dunbar Road; on the NORTHEAST by McCall Street; on the SOUTHEAST by property now or formerly of Richfair Holdings, Inc.; on the WEST and NORTHWEST by property now or formerly of Roy F. Dooley; and on the NORTH and WEST by property now or formerly of W.T. Sanders.

Less and excluding the following described property:

All that certain piece, parcel, lot or tract of land, together with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown as containing 0.365 acre, 15,908 square feet, more or less, and being more particularly shown as "Shaded Area" on Exhibit "A" attached to the quitclaim deed from the County of Lexington to Carolina Culinary Foods dated September 18, 2007 recorded December 5, 2007 in Book 12525 at Page 138 and subsequently transferred to the South Carolina Department of Transportation by deed dated January 24, 2008 recorded March 10, 2008 in Book 12734 at Page 230.

AGREEMENT

NOW THEREFORE, the Landlord, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. The Landlord represents to the Lender that:

(i) pursuant to the Quit Claim Deed by Columbia Farms-OSI, L.P., to Lexington County dated December 18, 1996, recorded in the Office of the Register of Deeds for Lexington County on December 20, 1996 in Book 2985 at Page 45, Landlord was deeded fee simple title to the property described therein and Landlord is vested with all of lessor's right, title and interest, as lessor, under the Lease; provided that Landlord makes no representation herein as to the marketability of the title which it received pursuant to such Deed;

(ii) there are presently no other outstanding mortgages or other liens covering the interest of the Landlord other than other than liens securing the payment of ad valorem taxes or other taxes and possible UCC liens of record;

(iii) the Lease is in full force and effect as originally executed and has not been amended except by assignments or consents resulting from previous Estoppel, Consent and Agreements and Mortgages, except that (a) the Premises has been subleased by Borrower to FPL Food, LLC as set out in a proposed sublease dated April 1, 2008, said sublease having been duly approved by Resolution of Lexington County Council dated March 11, 2008; (b) 0.365 of an acre of the Premises was deeded to Borrower pursuant to Quit Claim Deed by Lexington County dated September 18, 2007, recorded in the Office of the Register of Deeds for Lexington County on December 5, 2007 in Book 12525 at Page 138, Borrower in turn transferred title to the South Carolina Department of Transportation by deed dated January 24, 2008 recorded March 3, 2008 in Book 12734 at Page 230; and

(iv) to the best of its knowledge, neither the Landlord nor the Borrower is in default of any of their respective obligations under the Lease.

2. The Landlord hereby consents and agrees to the assignments, grants and pledges of, and the mortgage of, the Borrower's leasehold estate created by and other interests in the Lease pursuant to an Amended and Restated Leasehold Mortgage and Financing Statement dated as of November __, 2008, and covering the Borrower's leasehold interest in the Property (the " Leasehold Mortgage") Landlord acknowledges and agrees that under the terms of Article IX of the Lease, the Borrower has the right to mortgage the leasehold estate created by the Lease and the improvements constructed thereon.

3. Except for rent, ad valorem taxes, fees in lieu of taxes or utility costs, the Landlord agrees that all common law, statutory, contractual and other liens which Landlord may have that encumber any asset or property of the Borrower (collectively, the "Landlord Liens") shall be and are hereby expressly subordinated to the liens and security interests of the Leasehold Mortgage and other liens, security interests and pledges securing payment of the Loan. Notwithstanding anything in this Agreement to the contrary, Landlord does not subordinate its lien rights in the Premises or any property thereon in connection with the collection of any delinquent ad valorem property taxes or payment in lieu of taxes by the Tenant or its successors. The Lender shall, from time to time, have the right to enter the Premises to remove and take possession of all or any part of the Borrower's assets or property located at or within the Premises. Landlord further agrees that if the Lender, or its designees or trustees shall acquire, title to the Borrower's interest in the Lease, or any interest therein, by foreclosure of the Leasehold Mortgage, by assignment in lieu of foreclosure, or if the Borrower's interest in the Lease is purchased at a foreclosure sale by a third party, or if it exercises the rights to a new lease agreement as herein stated, or otherwise, the Landlord Liens, except for rent, ad valorem taxes, fees in lieu of taxes or utility costs, shall be automatically released and waived and shall have no force and effect as against the successor to the Borrower in the Lease and all improvements, fixtures, furniture, equipment, machinery, inventory, and other personal property at any time located on the Premises or used in connection therewith may be transferred, sold, assigned or conveyed by the Lender, its successors and assigns, free and clear of all Landlord Liens, except for rent, ad valorem taxes, fees in lieu of taxes or utility costs.

4. The execution of this document by the Landlord constitutes receipt of notice by Landlord of the Loan as set out herein and that no further obligations for notice of the Loan are due Landlord under the Lease.

5. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Landlord and the Lender. Upon request of any party hereto, this Agreement may be recorded in the real estate records of County of Lexington, State of South Carolina.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WITNESSES:

**LEXINGTON COUNTY, SOUTH CAROLINA
“LANDLORD”**

1st Witness as to Landlord

2nd Witness as to Landlord

By: _____
_____, Chairman,
Council of Lexington County,
South Carolina

ATTEST:

By: _____
Diana W. Burnette, Clerk of the
County Council of Lexington County,
South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE
As to Lexington County

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lexington County, South Carolina by its duly authorized Chairman sign, seal and as the its act and deed deliver the within Estoppel, Consent and Agreement and that (s)he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
___ day of November, 2008.

1st Witness

_____(L.S.)
Notary Public for South Carolina
My Commission expires:_____

Carolina Culinary Foods, L.P. as successor to Columbia Farms-OSI, L.P. hereby consents to the terms, conditions and provisions of this Estoppel, Consent and Agreement.

**CAROLINA CULINARY FOODS, L.P.
F/K/A COLUMBIA FARMS – OSI,L.P.
“BORROWER”**

By CAROLINA CULINARY, INC.,
Its General Partner

1st Witness as to Borrower

By: _____
Its: _____

2nd Witness as to Borrower

STATE OF ILLINOIS

COUNTY OF KANE

)
)
)

PROBATE
As to Carolina Culinary

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Carolina Culinary Foods, L.P. by Carolina Culinary, Inc. its General Partner, by and through its duly authorized officer, sign, seal and as its act and deed deliver the within Estoppel, Consent and Agreement and that (s)he, with the other witness whose signature appears above witnessed the execution thereof.

1st Witness

SWORN to before me this
__ day of November, 2008.

_____(L.S.)
Notary Public for Illinois
My Commission expires:_____

AMENDED AND RESTATED
LEASEHOLD MORTGAGE AND
FINANCING STATEMENT

DATED as of November ____, 2008

between

CAROLINA CULINARY FOODS, L.P.

and

BANK OF AMERICA, N.A., as Collateral Agent

Address of Property:

1964 Old Dunbar Road
West Columbia, South Carolina

TO THE EXTENT, IF ANY, PROVIDED IN THE NOTE, INTEREST OR DISCOUNT WILL
BE DEFERRED, ACCRUED OR CAPITALIZED.

THIS LEASEHOLD MORTGAGE AND FINANCING STATEMENT COVERS FIXTURES
AND CONSTITUTES A FIXTURE FINANCING STATEMENT.

THE MATURITY DATE OF THE NOTE SECURED HEREBY IS NOVEMBER ____, 2013.

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

AMENDED AND RESTATED
LEASEHOLD MORTGAGE AND FINANCING STATEMENT

To All Whom These Presents May Concern:

CAROLINA CULINARY FOODS, L.P., a South Carolina limited partnership having its principal offices at 1964 Old Dunbar Road, West Columbia, South Carolina 29171 (the "Mortgagor") in the State aforesaid, to secure the payment of Ten Dollars and of the Obligations and also to secure the performance of all Obligations, including the covenants and agreements herein contained, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell, release and mortgage, unto BANK OF AMERICA, N.A., a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as Collateral Agent for itself as a Senior Lender and the other Senior Lenders who are now or may become parties to the Senior Lender Intercreditor Agreement (hereinafter in such capacity as Collateral Agent designated as the "Mortgagee") all that certain tract or parcel of land lying and being in Lexington County, South Carolina as more particularly described and set forth in Exhibit A attached hereto and made a part hereof (together with the other rights and interests described in the Mortgage Rider); and appurtenances to the said premises belonging, or in anywise incident or appertaining, as of the date hereof. All capitalized terms used herein shall have the meanings ascribed to such terms in the Mortgage Rider attached hereto as Exhibit C (the "Mortgage Rider").

The covenants, agreements, conditions, representations and warranties contained in the Mortgage Rider are incorporated herein by reference as if fully set out herein; and all references to the covenants, agreements, conditions, representations and warranties contained in this Mortgage shall be deemed to include the covenants, agreements, conditions, representations, and warranties contained in said Mortgage Rider.

WHEREAS, Mortgagor, certain other Borrowers, certain lending institutions party thereto, and Bank of America, N.A., as administrative agent for itself and the other lending institutions party thereto entered into that Credit Agreement dated as of September 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, and in effect immediately prior to the effectiveness of this Mortgage, the "Existing Credit Agreement");

WHEREAS, Mortgagor and Mortgagee are parties to that certain Leasehold Mortgage and Financing Statement dated as of March 22, 2005 and recorded on August 16, 2005 in Book 10386 at Page 205 of the Lexington County Records (as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Mortgage") whereby Mortgagor granted to Mortgagee a mortgage and security interest in the Property (as defined in the Existing Mortgage), to secure the payment and performance of the Obligations (as defined in the Existing Mortgage);

WHEREAS, the Existing Credit Agreement has been amended and restated in its entirety by that certain Amended and Restated Credit Agreement, dated as of the date hereof (as may be

amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Lenders, and the Mortgagee, as administrative agent, pursuant to which the Lenders have agreed (a) to make revolving credit loans to the Borrowers and to issue letters of credit for the account of the Borrowers, in an aggregate outstanding principal amount of up to \$400,000,000.00, and (b) to make term loans to the Borrowers in an aggregate principal amount of \$200,000,000.00.

WHEREAS, certain Borrowers, The Prudential Insurance Company of America, Pruco Life Insurance Company and the other noteholders party thereto entered into that certain Amended and Restated Note and Assumption Agreement dated as of September 1, 2004, which has been amended prior to and as of the date hereof (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement").

WHEREAS, in order to induce the Lenders (i) to enter into the Credit Agreement and the other Loan Documents; (ii) to make the loans; (iii) to continue to incur the letter of credit obligations as provided for in the Credit Agreement; and (iv) to induce the Noteholders to enter into the Amendment No. 4 to the Note Agreement, the Mortgagor has agreed to amend and restate the Existing Mortgage to secure the Obligations against the Property.

NOW THEREFORE, the Mortgagor covenants as follows and agrees as follows:

In consideration of and to better secure the payment and performance of all of the Obligations, whether now existing or hereafter arising, including without limitation any renewal, extension or modification thereof and, in accordance with Section 29-3-50, as amended, of the Code of Laws of South Carolina (1976), all future advances and readvances that may subsequently be made to the Mortgagor by the Mortgagee under the Credit Agreement (including without limitation the conversion, if any, of accrued interest to principal); provided, however, that nothing contained herein shall create an obligation on the part of the Mortgagee to make future advances or readvances to the Mortgagor; and be provided further, however, that the indebtedness and all other sums secured hereby shall in no event exceed twice the principal amount of the notes securing the Obligations, but in any event not more than \$1,000,000,000.00, plus interest thereon and all charges and expenses of collection incurred by the Mortgagee, including court costs and attorneys' fees.

To Have and to Hold all and singular the said premises unto the said Mortgagee and its assigns forever. And the Mortgagor does hereby bind its successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee and its successors and assigns.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this Mortgage shall become due and payable pursuant to the terms of the Mortgage Rider.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents that if the said Mortgagee does and shall well and truly pay, perform and discharge the said Obligations with interest thereon, if no further advances may be obtained under the Credit Agreement or any of the other Obligations, and if no amounts remain available for drawing under any letter of credit or similar Obligation, then this Mortgage shall terminate and be null and void.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover from the Mortgagor a reasonable sum as attorneys' fees, which shall be secured by this Mortgage, and shall be included in the judgment of foreclosure.

[Remainder of page intentionally left blank]

The address of the Mortgagee for notice purposes is: 1964 Old Dunbar Road, West Columbia, South Carolina 29171-2869.

TO THE EXTENT, IF ANY, PROVIDED IN THE NOTE, INTEREST OR DISCOUNT WILL BE DEFERRED, ACCRUED OR CAPITALIZED.

THIS LEASEHOLD MORTGAGE AND FINANCING STATEMENT COVERS FIXTURES AND CONSTITUTES A FIXTURE FINANCING STATEMENT.

THE MATURITY DATE OF THE NOTE SECURED HEREBY IS NOVEMBER ____, 2013.

WAIVER OF APPRAISAL RIGHTS

The laws of the State of South Carolina provide that in any real estate foreclosure proceeding, a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the Property, as defined in this Leasehold Mortgage and Financing Statement apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.**

WITNESS Mortgagor's Hand and Seal as of the date first hereinabove written.

WITNESSES:

MORTGAGOR:

CAROLINA CULINARY FOOD, L.P.

a South Carolina partnership

By: Carolina Culinary, Inc., Its General Partner

[signature of witness #1]

By: _____

Name: William J. Weimer, Jr.

Title: Vice President-Finance

[signature of witness #2]

State of _____)

)

County of _____)

)

_____ **PROBATE**

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Carolina Culinary, Inc., by William J. Weimer, Jr. its Vice President-Finance, sign, seal, and, as its act and deed, deliver the within-written Amended and Restated Mortgage and Financing Statement, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to me this _____ day of _____, 2008

[signature of witness #1]

(SEAL)

Notary Public for _____

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PREMISES

The leasehold estate created under that certain Lease Purchase Agreement dated as of December 1, 1996, between Lexington County, South Carolina, as Lessor, and Columbia Farms-OSI, L.P., now Carolina Culinary Foods, L.P., as Lessee, recorded December 20, 1996 in Book 3985, Page 55.

The estate covers and effects the Premises more particularly described as follows:

All that certain piece, parcel or tract of land, with improvements thereon, located in Air South Industrial Park near the Town of Cayce, County of Lexington, State of South Carolina, containing 12.80 total acres, more or less, shown as two parcels, one consisting of 12.08 acres and the other 0.72 acres, on that certain plat prepared for Carolina Culinary Foods, L.P. by Lucius D. Cobb, Sr., Land Surveyor, Inc., dated October 15, 2004, recorded in the Office of the Register of Deeds for Lexington County on October 31, 2008 in Book 13226 at Page 253, said property being more fully described as follows: Beginning at an iron pipe (old r.r. spike) at the northeastern most corner of the property being the southwestern corner of the intersection of Dunbar Road and McCall Street and running S 02° 12' 45"E for a distance of 78.81 feet to an iron pin (1.25" op); then turning and running S 18° 03' 21"E for a distance of 461.69 feet to an iron pin (1" open); then turning and running S71° 56' 25"W for a distance of 1,007.79 feet to an iron pin (P.K. nail) (with a tie in line N71°10'48"E for a distance of 2.45 feet as shown on the referenced plat); then turning and running N 22° 20' 05"W for a distance of 193.74 feet to a computed point; then turning and running N07° 43' 58"E for a distance of 342.68 feet to a computed point; then continuing N07° 43' 58"E for a distance of 55.08 feet to an iron pin (#4 rebar); then turning and running N72° 13' 37"E for a distance of 434.62 feet to an iron pin (#4 rebar); then turning and running N04° 10' 36"E for a distance of 150.51 feet to an iron pin (shaft); then turning and running S85° 02' 19"E along the southern right-of-way of Dunbar Road (SC Road S32-72) for a distance of 49.58 feet to an iron pin (.75" crimp); then turning and running along said right-of-way S 85° 23' 55" E for a distance of 233.17 feet to an iron pin (1.50"op); then continuing along said right-of-way turning and running S 85° 24' 24"W for a distance of 19.87 feet to iron pin (1.5" op); then continuing along said right-of-way turning and running S85° 28' 17" E for a distance of 86.84 feet to the point of beginning; said plat being incorporated herein by reference for a more complete and accurate description. The property being bounded on the NORTH by Dunbar Road; on the NORTHEAST by McCall Street; on the SOUTHEAST by property now or formerly of Richfair Holdings, Inc.; on the WEST and NORTHWEST by property now or formerly of Roy F. Dooley; and on the NORTH and WEST by property now or formerly of W.T. Sanders.

Less and excluding the following described property:

All that certain piece, parcel, lot or tract of land, together with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown as containing 0.365 acre, 15,908 square feet, more or less, and being more particularly shown as "Shaded Area" on Exhibit "A" attached to the quitclaim deed from the County of Lexington to Carolina Culinary Foods dated September 18, 2007 recorded December 5, 2007 in Book 12525 at Page 138 and

subsequently transferred to the South Carolina Department of Transportation by deed dated January 24, 2008 recorded March 10, 2008 in Book 12734 at Page 230.

Derivation: This being a portion of the same property conveyed to Lexington County by deed of Columbia Farms-OSI, L.P., dated December 18, 1996, recorded December 20, 1996, in Deed Book 3985 at Page 45; pursuant to that certain Lease Purchase Agreement dated December 1, 1996, between the County of Lexington and Columbia Farms-OSI, L.P., recorded in Book 3985 at Page 55. TMS# 006896-03-004

Property Address: 1964 Old Dunbar Road
West Columbia, South Carolina 29171

Mortgagor Address: Bank of America, N.A., as Administrative Agent
100 Federal Street, Boston, MA 02160

EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions appearing in Schedule B of a certain Title Insurance Policy issued by Chicago Title Insurance Company as with respect to the Premises described in Exhibit A pursuant to Commitment No. 2008-129 with an effective date of October 21, 2008.

EXHIBIT C

MORTGAGE RIDER

Mortgage Rider attached to and made a part of that certain Amended and Restated Leasehold Mortgage and Financing Statement, dated as of even date herewith (the "Mortgage") from CAROLINA CULINARY FOODS, L.P., a South Carolina limited partnership, having its principal office at 1964 Old Dunbar Road, West Columbia, South Carolina 29171 (hereinafter referred to as the "Mortgagor"), to BANK OF AMERICA, N.A., a national banking association, having its principal office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as Collateral Agent for itself as a Senior Lender and the other Senior Lenders who are now or may become parties to the Senior Lender Intercreditor Agreement (as such terms are hereinafter defined) (hereinafter in such capacity as Collateral Agent, the "Mortgagee").

With intent to be legally bound, Mortgagor and Mortgagee agree that the following terms and conditions are herein made a part of the Mortgage as an integral part thereof. The provisions of this Mortgage Rider are supplementary to the provisions of the Mortgage to which this Mortgage Rider is attached and to the extent any provision of this Mortgage Rider deals with the same subject matter as similar provisions of the Mortgage, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any provision contained in the Mortgage. To the extent any provision of this Mortgage Rider conflicts with the Mortgage, the language in the Mortgage shall control. In case any one or more provisions of this Mortgage Rider may be found to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provisions of this Mortgage Rider. Unless otherwise defined herein, capitalized terms used in the Mortgage and this Mortgage Rider shall have meanings ascribed to them in the Credit Agreement.

1. REPRESENTATIONS AND WARRANTIES.

Mortgagor hereby represents, covenants and warrants to Mortgagee as follows:

1.1. Title to Property. Mortgagor hereby warrants its title to the Premises, subject only to the Permitted Encumbrances. Mortgagor further warrants that Mortgagor is the absolute owner of the Personal Property (as defined below) included in the Property.

1.2. Authority; No Encumbrances. The Property is now free and clear of all encumbrances whatsoever except Permitted Encumbrances, and the Mortgagor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed.

1.3. No Leases. There are presently in effect no leases of the Property or any part thereof; except for that certain sublease by and between Mortgagor and FPL Food LLC dated March 12, 2008.

2. CERTAIN COVENANTS AND CONDITIONS.

The Mortgagor covenants and agrees as follows.

2.1. Governmental Charges. Mortgagor shall pay before the same become delinquent all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against Mortgagor, if applicable or related to the Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Property; provided, however, that so long as no distraint, foreclosure sale or other levy upon or transfer with respect to the Property or any part thereof shall have been effected or threatened, Mortgagor shall not be required to pay any such taxes, charges, fees, rates and assessments by reason of this §2.1 if (i) the amount, applicability or validity thereof is currently being contested by Mortgagor in good faith by appropriate legal proceedings, (ii) such contest operates to suspend enforcement of compliance with and/or collection thereof, and (iii) Mortgagor shall have set aside on its books reserves (segregated to the extent required by sound accounting principles and practices) reasonably deemed by Mortgagee to be adequate with respect thereto.

2.2. Provision for Payment of Governmental Charges and Other Obligations. To assure the payment of all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Property, upon the occurrence and during the continuance of an Event of Default, Mortgagor, if so requested by Mortgagee, shall deposit with Mortgagee, on the first day of each month, a sum determined by Mortgagee to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever Mortgagee determines sums accumulated under the provisions of this §2.2 to be insufficient to meet the obligation for which such deposits were made, Mortgagor shall pay, on the demand of Mortgagee, any amount required to cover the deficiency therein. Every such deposit may, at the option of Mortgagee, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of Mortgagor secured hereby. Such deposits may, to the fullest extent permitted by law, be commingled with other assets of Mortgagee and, in the discretion of Mortgagee, invested by Mortgagee for its own account, without any obligation to pay income from such investment, or interest on such deposits, to Mortgagor, or to account to Mortgagor for such income in any manner.

2.3. Inspection. Mortgagor shall permit Mortgagee to enter the Property at any reasonable time to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Property shall comply with, and each and every part of the Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof.

2.4. Insurance. The Mortgagor agrees, at Mortgagor's sole cost and expense, to keep the Property insured at all times throughout the term of this Mortgage with policies of insurance as follows:

- (a) property or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages where necessary or prudent based upon geographic location, and building code, valuable papers, extra expenses, extended period of indemnity and electronic data processing coverages, with a full replacement cost endorsement (including builder's risk during any period or periods of time that construction or remodeling is being performed on the Property) and an "agreed amount" clause, in an amount equal to 100% of the full replacement cost of all improvements

(excluding only the reasonable value of footings and foundations) and Mortgagor's contents therein, such amount to be determined annually by an insurer or qualified appraiser selected and paid for by Mortgagor and acceptable to Mortgagee, and in any event, in an amount sufficient to prevent Mortgagor from incurring any coinsurance liability;

(b) if at any time the Property or any portion thereof is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 (or any successor thereto), flood insurance in such total amount as Mortgagee shall reasonably require from time to time (or the maximum amount available, if less); and

(c) insurance with respect to other insurable risks and coverages relating to the Property (including, without limitation, commercial general liability insurance (broad form) with minimum coverage of Five Million Dollars (\$5,000,000), boiler insurance, builder's risk insurance and worker's compensation insurance) in such amounts and containing such terms and conditions as Mortgagee may reasonably require from time to time.

The Mortgagor shall deliver certified copies of all insurance policies (or certificates thereof acceptable to Mortgagee) providing coverage applicable to the Property, whether or not required by this Mortgage, with Mortgagee forthwith after the binding thereof, and shall deliver to Mortgagee new policies (or certificates acceptable to Mortgagee) for any insurance about to expire at least thirty (30) days before such expiration. All such insurance policies (other than liability policies) shall be first payable in case of loss to Mortgagee by means of a standard non-contributory mortgagee clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as Mortgagee shall from time to time approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of Mortgagor and Mortgagee, shall provide that with respect to Mortgagee, the insurance shall not be invalidated by any action or inaction by Mortgagor including without limitation any representations made by Mortgagor in the procurement of such insurance, and shall provide that such policies shall not be cancelled or amended without at least thirty (30) days prior written notice to Mortgagee. All liability insurance policies shall include Mortgagee as an additional insured. All such insurance policies shall provide that all losses thereunder shall be adjusted by Mortgagor (but not disbursed, except as set forth herein), so long as no Event of Default has occurred and is continuing provided, however, that after an Event of Default has occurred and so long as any such Event of Default continues, Mortgagor shall not consent to a final adjustment in any amount without obtaining Mortgagee's prior written approval. After the occurrence of an Event of Default, upon foreclosure hereof, Mortgagor hereby grants Mortgagee full power and authority as irrevocable attorney-in-fact of Mortgagor to cancel or transfer such insurance, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium and to apply the same to the Obligations secured hereby.

2.5. Casualties and Takings. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of or injury to the Property shall be applied in accordance with Section 5.4 of the Senior Lender Intercreditor Agreement.

2.6. Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Property or any

portion thereof, shall notify Mortgagee of the pendency of such proceedings. The Mortgagee may participate in such proceedings, and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation.

2.7. Subleases; Assignments; Subordination. If Mortgagor shall enter into a sublease, Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every sublease from time to time in force with reference to the Property, and shall not alter or terminate any such sublease, or any guarantee of such sublease, except in the ordinary course of business, or accept any rentals for more than one month in advance. Mortgagor hereby assigns to Mortgagee all rents and profits under any and all subleases of the Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until an Event of Default shall have occurred. At any time on notice from Mortgagee, Mortgagor shall submit to Mortgagee for examination all such subleases and on the demand of Mortgagee, shall execute and deliver a separate instrument collaterally assigning any or all such subleases, and the rents and profits thereof, in form satisfactory to Mortgagee. The Mortgagee shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of Mortgagee hereunder, to any sublease or subleases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the sublease for which such subordination is applicable with the same force and effect as if such sublease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage.

2.8. Prior Mortgages. If this Mortgage, by its terms, is now, or at any time hereafter, becomes subject or subordinate to a prior deed of trust or mortgage, Mortgagor shall fully perform its obligations under such prior deed of trust or mortgage and shall not, without the consent of Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior deed of trust or mortgage. Nothing contained in this §2.8 is intended, nor shall it be deemed, to constitute consent by Mortgagee to a subordination of the lien of this Mortgage.

2.9. Encumbrances. Except to the extent permitted by the provisions of the Credit Documents, Mortgagor shall not create or permit to be created or permit to exist any encumbrance on the Property (other than any lien for property taxes not yet due and payable and the other Permitted Encumbrances) even if such encumbrance is inferior to this Mortgage, without the prior express written consent of Mortgagee.

2.10. Transfers of Ownership. Except to the extent permitted by the provisions of the Credit Documents, Mortgagor shall not sell or permit any transfer of any interest in the Property, or any part thereof, without the prior express written consent of Mortgagee.

2.11. Priority of Lien; After-Acquired Property. This Mortgage is and will be maintained as a valid mortgage lien on the Property subject only to the Permitted Encumbrances. All property of every kind acquired by Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further conveyances, mortgages, and assurances as Mortgagee shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Property or

for the foreclosure of any other mortgage or for any other purpose affecting the Property or this Mortgage, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

2.12. Security Agreement and Financing Statement. This Mortgage shall constitute a security agreement under Article 9 of the Uniform Commercial Code (the “Code”) in each applicable jurisdiction with respect to the Personal Property, now or hereafter acquired by Mortgagor, or either one of them, which might otherwise be deemed “personal property” covered by this Mortgage. Mortgagor has granted and does hereby grant Mortgagee a security interest in the Personal Property and in all additions and accessions thereto, renewals and replacements thereof and all substitutions therefor and proceeds thereof for the purpose of securing all Obligations now or hereafter secured by this Mortgage. The following provisions relate to such security interest:

(1) The “Personal Property” includes all now existing or hereafter acquired or arising Building Service Equipment, fixtures, equipment, inventory, accounts, chattel paper, instruments, documents, deposit accounts, investment property, letter-of-credit rights, commercial tort claims, supporting obligations and general intangibles now or hereafter used or procured for use in the Property or otherwise relating to the Property. If Mortgagor shall at any time acquire a commercial tort claim relating to the Property, Mortgagor shall immediately notify Mortgagee in a writing signed by Mortgagor of the brief details thereof and grant to Mortgagee a security interest therein and in the proceeds thereof.

(2) Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file in any filing office in any Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral as “all assets used or procured for use or otherwise relating to” the Property or words of similar effect, or as being of equal or lesser scope or in greater detail, and to indicate the Property as defined, or in a manner consistent with the term as defined, in this Mortgage and (b) contain any other information required by part 5 of Article 9 of the Code of any such filing office for the sufficiency or filing office acceptance of any initial financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organizational identification number issued to Mortgagor. Mortgagor agrees to provide any such information to Mortgagee promptly upon request. Mortgagor also ratifies its authorization for Mortgagee to have filed in any filing office in any Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Mortgagor shall pay to Mortgagee, from time to time, upon demand, any and all costs and expenses incurred by Mortgagee in connection with the filing of any such initial financing statements and amendments, including attorneys’ fees and all disbursements. Such costs and expenses shall bear interest at the rate applicable to overdue payments under the Credit Agreement from the date paid by Mortgagee until the date repaid by Mortgagor, and such costs and expenses, together with such interest, shall be part of the Obligations and shall be secured by this Mortgage.

(3) Mortgagor shall any time and from time to time take such steps as Mortgagee may reasonably request for Mortgagee to obtain “control” of any Personal Property for which control is a permitted or required method to perfect, or to insure priority of, the security interest in such Personal Property granted herein.

(4) Upon the occurrence of an Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Code as well as all other rights and remedies available at law or in equity or under this Mortgage.

(5) This Mortgage also constitutes a Uniform Commercial Code financing statement which is being filed as a fixture filing. Lexington County, South Carolina is the record owner of the real estate described on Exhibit A hereto. The collateral is described herein, some of which is or may become fixtures on the real estate described on Exhibit A hereto. The names and mailing addresses of the debtor (“Mortgagor” herein) and secured party (“Mortgagee” herein) are set forth on the first page of this Mortgage. Mortgagor is a partnership organized under the laws of the State of South Carolina and its federal tax identification number is 57-1035431.

(6) Terms defined in the Code and not otherwise defined in this Mortgage shall have the same meanings in this Paragraph as are set forth in the Code. In the event that a term is used in Article 9 of the Code and also in another Article, the term used in this Paragraph is that used in Article 9. The term “**control**,” as used in this Paragraph, has the meaning given in Section 9-104, 9-105, 9-106 or 9-107 of Article 9, as applicable.

2.13. Environmental Assessments. At any time after an Event of Default shall have occurred hereunder, or, whether or not an Event of Default shall have occurred, at any time after Mortgagee shall receive notice of a Release or threatened Release of Hazardous Materials from Mortgagor, or shall have received notice from any other source deemed reliable by Mortgagee that a Release of Hazardous Materials may have occurred, Mortgagee may at its election after five (5) days prior notice to Mortgagor obtain one or more environmental assessments of the Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by Mortgagee evaluating or confirming (i) whether any Hazardous Materials are present in the soil or water at or adjacent to the Property, and (ii) whether the use and operation of the Property comply with all applicable federal, state and local laws, rules and regulations (hereinafter referred to as “Environmental Laws”) relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Property and the use and operation thereof with all applicable Environmental Laws. All such environmental assessments shall be at the sole cost and expense of Mortgagor.

3. DEFAULT AND REMEDIES.

3.1. Default; Acceleration of Obligations. If an Event of Default shall occur then Mortgagee may exercise the remedies provided under this Mortgage, under the Guarantees, under any and all other instruments and documents providing security for the Obligations, or under the laws of the state where the Property is situated, or any one or more of such remedies.

3.2. Right of Mortgagee to Cure an Event of Default. If an Event of Default shall occur, Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of Mortgagor and to make any payment or take any action necessary to effect such cure. Without limiting the generality of the foregoing, Mortgagor hereby authorizes Mortgagee to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges

accrued thereon, which may at any time be a lien upon the Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; and to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. If Mortgagee shall make any payment or take action in accordance with this §3.2, Mortgagee will give to Mortgagor written notice of the making of any such payment or the taking of any such action. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at reasonable times and from any time and from time to time for the purpose of taking any such action, and all monies expended by Mortgagee in connection therewith (including, but not limited to, reasonable legal expenses and disbursements), together with interest thereon at an annual rate of interest equal to the rate applicable to overdue payments under the Credit Agreement (or the highest rate permitted by law, whichever shall be less), from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies in the event of non-payment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of any installment of principal or interest due and payable under the Credit Agreement.

3.3. Operation of Mortgaged Property. Upon the occurrence of an Event of Default, Mortgagee may hold, lease, manage, operate or otherwise use or permit the use of the Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs, alterations, additions and improvements thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem necessary or desirable), and apply all rents, profits and other amounts collected in connection therewith in accordance with the other provisions of this Mortgage.

3.4. Receiver. Upon the occurrence of an Event of Default, or any actual or threatened waste to all or any part of the Property, or at any time while a suit is pending to foreclose or reform this Mortgage or to enforce any provision hereof, Mortgagee shall have the right to apply without notice or posting of any bond or undertaking for the appointment of a receiver of all or any part of the Property and the rents and profits thereof, and such receiver shall have all the broad and effective functions and powers anywhere entrusted by a court to a receiver. Mortgagee shall be entitled to the appointment of said receiver forthwith as a matter of absolute right, without regard to the adequacy or inadequacy of the value of the Property or the solvency or insolvency of Mortgagor or any other defendant, and Mortgagor hereby waives any right to object to the appointment of such receiver and expressly consents thereto. The income, profits, rents, issues and revenues from the Property shall be applied by such receiver according to the provisions of this Mortgage and the practice of the court appointing such receiver.

3.5. Certain Terms of Foreclosure Sale. At any foreclosure sale, any combination, or all, of the Property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling; and, in case Mortgagee, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the property or security not previously sold shall have been sold.

3.6. Uniform Commercial Code. If the provisions of the Code are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the power of sale or other provision in accordance with which the sale of real property pursuant to such foreclosure is held with respect to the Property or any part thereof.

3.7. Other Mortgage Instruments. The Obligations secured by this Mortgage may also be secured by various other deeds of trust or mortgages or both (collectively, including this Mortgage, the "Mortgage Instruments") conveying or encumbering real estate in the state in which the Property is situated and in other jurisdictions. An Event of Default shall be an Event of Default under all Mortgage Instruments. Except as may be expressly stated in this Mortgage or in such other Mortgage Instruments, all the property conveyed or encumbered by the Mortgage Instruments is security for the Obligations secured by the Mortgage Instruments without allocation of any one or more of the parcels or properties serving as security under the Mortgage Instruments to any part of the Obligations. The Mortgagee may act at the same time or at different times to pursue a remedy or remedies under the Mortgage Instruments or under any of them by proceedings appropriate to the state in which the property serving as security lies, and no such action shall stay or bar enforcement, or be construed as a waiver of, any remedy of Mortgagee under any other instrument in the same state or jurisdiction or in any other state or jurisdiction.

3.8. Rights Cumulative. Each right, power and remedy conferred upon Mortgagee by this Mortgage, the Guarantees, the Credit Agreement, and by all other documents evidencing or securing the Obligations and conferred by law or in equity is cumulative and in addition to every other right, power and remedy herein or therein set forth or otherwise so existing, may be exercised from time to time, as often, and in such order, as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. To constitute a waiver, there must be a writing signed by an officer of Mortgagee and directed to Mortgagor, specifying the waiver.

In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage, the Guarantees, or the Credit Agreement by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

4. DEFINITIONS.

The following terms as used herein shall have the following meanings:

"Borrowers" shall mean, collectively, OSI Group, LLC, OSI Industries, LLC, Amick Farms, LLC, OSI Foods GmbH & Co. KG, OSI-Holland Finance B.V., ESCA Food Solutions GmbH, ESCA Verwaltungs GmbH, OSI International Foods GmbH, OSI International Foods

GmbH & Co. KG, OSI Food Solutions GmbH, OSI International Holding GmbH, and OSI Investment GmbH, and Gands (U.K.).

“Building Service Equipment” shall mean all apparatus, fixtures and articles of personal property owned by Mortgagor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Property (except apparatus, fixtures or articles of personal property belonging to lessees or other occupants of such building or to persons other than Mortgagor unless the same be abandoned by any such lessee or other occupant or person), together with any and all replacements thereof and additions thereto.

“Collateral Agent” shall mean Bank of America, N.A., in its capacity as collateral agent for the benefit of the Senior Lenders under the Senior Lender Intercreditor Agreement.

“Credit Agreement” shall have the meaning ascribed to it in the recitals to the Mortgage.

“Credit Documents” shall have the meaning assigned to it in the Senior Lender Intercreditor Agreement.

“Default” shall mean any Default under the Credit Agreement.

“Environmental Laws” shall have the meaning assigned to it in §2.13 hereof.

“Event of Default” shall mean any Event of Default under the Credit Agreement and the Note Agreement.

“Existing Credit Agreement” shall have the meaning assigned to it in the recitals to the Mortgage.

“Existing Mortgage” shall have the meaning assigned to it in the recitals to the Mortgage.

“Guarantees” shall mean the U.S. Guarantee, the Offshore Guarantees, and any other guaranty agreement as may be executed and/or delivered by the Loan Parties or any Subsidiary pursuant to the terms of the Credit Agreement.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Lender(s)” shall mean Bank of America, N.A., a national banking association, and each lending institution from time to time party to the Credit Agreement.

“Loan Documents” shall mean the Credit Agreement, the Notes, the Guarantees, the Security Documents, the Global Intercompany Note Subordination Agreement, the Issuer Documents, the Post-Closing Agreement, the Senior Lender Intercreditor Agreement, the Fee Letter, and any guarantee, security or similar documentation entered into pursuant to Section 7.07 of the Credit Agreement.

“Loans” shall mean an extension of credit by a Lender to a Borrower under Article II of the Credit Agreement in the form of a Revolving Loan, a Swing Line Loan and/or a Term Loan.

“Mortgage” shall have the meaning assigned to it in the recitals to the Mortgage.

“Mortgage Instruments” shall have the meaning assigned to it in §3.7 hereof.

“Mortgage Rider” shall have the meaning assigned to it in the recitals to the Mortgage.

“Mortgagee” shall mean the mortgagee named at the beginning of this instrument, any subsequent holder or holders of this Mortgage or the indebtedness secured hereby, the trustee under a deed of trust, or any state or county official engaged in any part of the enforcement of the lien of this Mortgage, and their respective successors and assigns. The word “Mortgagee” as used in this Mortgage Rider shall also mean, if this instrument forms part of a deed of trust, the beneficiary of this Mortgage Instrument and any subsequent owner of the beneficiary’s interest in the Property or this Mortgage Instrument.

“Mortgagor” shall mean the person or persons named at the beginning of this instrument as Mortgagor, and any subsequent owner or owners of the equity of redemption of the Property.

“Note(s)” shall mean the Revolving Notes, the Swing Line Notes and/or the Term Notes, individually or collectively, as appropriate.

“Note Agreement” shall have the meaning assigned to it in the Mortgage.

“Noteholder(s)” shall mean the Persons listed on Schedule II of the Senior Lender Intercreditor Agreement and their respective successors and assigns, including any other Person that shall from time to time hold Senior Notes (as each term is defined in the Senior Lender Intercreditor Agreement) after the date hereof.

“Obligations” shall mean, collectively, (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document, any Swap Contract, or Cash Management Document to which a Lender or any Affiliate of a Lender is a party or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; (b) all obligations set forth in the Note Agreement, together with all promissory notes and other agreements and documents of every kind and nature now or hereafter executed in connection therewith; and (c) all sums payable by any of the Loan Parties under the Senior Lender Intercreditor Agreement or any Collateral Document (as defined in the Senior Lender Intercreditor Agreement).

“Permitted Encumbrances” shall mean the encumbrances listed on Exhibit B to this Mortgage and incorporated herein by reference as if fully set out herein.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Premises” shall mean all that certain tract or parcel of land more particularly described and set forth in Exhibit A attached to this Mortgage and made a part hereof.

“Property” shall mean all of the described property, rights, privileges, interests and franchises more particularly described in paragraphs (a) through (i) below:

- (a) the Premises;
- (b) All and singular the tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses and riparian rights, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of Mortgagor therein and in the streets, ways and areas adjacent thereto;
- (c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Premises or any part thereof owned by the Mortgagor, and all of the right, title and interest of Mortgagor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment, and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Mortgagor and placed by it on the Premises and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Mortgage;
- (d) All of the estate, right, title and interest now owned or hereafter acquired by Mortgagor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;
- (e) All present and future leases and licenses of the Premises or of space in the buildings and improvements now or hereafter erected on the Premises (collectively “leases”, and individually “lease”) and the rents, revenues, income, issues and profits payable thereunder subject, however, to the right of Mortgagor to receive and use the same and to exercise all rights and privileges as landlord under all of the leases until an Event of Default shall have occurred and be continuing under this Mortgage, together with all the rights and privileges of the Mortgagor as landlord thereunder;
- (f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor pursuant to the provisions of the Mortgage;
- (g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All transferable building service, building maintenance, construction, management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Premises, or the buildings and improvements now or hereafter located thereon, or any other interest in the Premises, or any combination thereof, including all property management agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases; and

(i) All proceeds and products of the foregoing of every type.

“Release” shall have the meaning specified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. (“CERCLA”) and the term “Disposal” (or “disposed”) shall have the meaning specified in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq. (“RCRA”) and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the state where the Property is located establish a meaning for “release” or “disposal” which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.

“Senior Lenders” shall mean, collectively, (a) the Lenders, and (b) the Noteholders.

“Senior Lender Intercreditor Agreement” shall mean that certain Amended and Restated Collateral Agency and Intercreditor Agreement of even date herewith, among the Noteholders, the Administrative Agent, the Collateral Agent and the Lenders, as originally executed, or if varied, supplemented, amended or restated from time to time, as so varied, supplemented, amended or restated.

5. MISCELLANEOUS.

5.1. Notices. All notices, requests and other communications hereunder shall be made in writing and shall be given in the manner set forth in the Credit Agreement.

5.2. Successors and Assigns; Joint and Several Liability; Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof.

5.3. Future Advances; Revolving Credit Loan. This Mortgage shall secure, and constitute a lien upon the Property for all Obligations, including without limitation all future advances and revolving credit advances or readvances made by the Mortgagee or any of the Lenders under the Credit Agreement at any time or times hereafter, whether or not any reference

is made to this Mortgage at the time such advances are made, and all such sums shall be equally secured with and, to the extent permitted by law, have the same priority as the Obligations outstanding as of the date hereof. A portion of the indebtedness evidenced by the Notes is revolving credit indebtedness. The Credit Agreement provides that the principal sum of \$400,000,000.00 may be advanced, repaid and readvanced from time to time in accordance with the terms and provisions of the Credit Agreement. Accordingly, the aggregate principal advances made under the Credit Agreement during the term of the Credit Agreement may exceed \$600,000,000.00; provided, however, at no time shall the aggregate outstanding principal balance under the Credit Agreement exceed \$600,000,000.00, except for advances made to protect the lien of this Mortgage as hereinabove provided. Mortgagor agrees that if the outstanding balance of the Credit Agreement, principal and interest, is ever repaid to zero (despite any express prohibition to the contrary contained in the Credit Agreement), the lien and security interest of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties. This Mortgage shall remain in full force and effect as to any further advances or readvances under the Credit Agreement made after any such zero balance until the Obligations are paid in full, all agreements to make further advances and readvances have been terminated and this Mortgage has been canceled of record. Mortgagor waives the operation of any applicable statute, case law or regulation having a contrary effect. The outstanding principal amount of the indebtedness under the Credit Agreement will bear interest at a variable rate or rates calculated in accordance with the terms and conditions of the Credit Agreement. The Credit Agreement is hereby incorporated into this Mortgage with regard to all references made to it in this Mortgage.

5.4. Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

5.5. Captions. Section headings are inserted for convenience of reference only, do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.

5.6. Governing Law. The Credit Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of New York, but this Mortgage and the perfection and enforcement of the lien and security interest hereunder (and any financing statement filed in connection herewith) shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is situated.

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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 # **M08-07**

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

White Water Drive, portion of Rocky Ramp Drive & Launch Court

Zoning Classifications: (Current) (L) Local (Proposed) (RL4) Residential Local Four

TMS#: _____ Property Owner: _____

Reason for the request: To be more consistent with the surrounding properties

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: 06/30/08 Applicant: Property Owner Authorized Agent

Phone #(s): home 803-345-6785 _____

Signature: Signature on File Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Dr. Chapin SC 29036

06/30/08	Application Received
09/04/08	Newspaper Advertisement
09/02/08	Notices Mailed

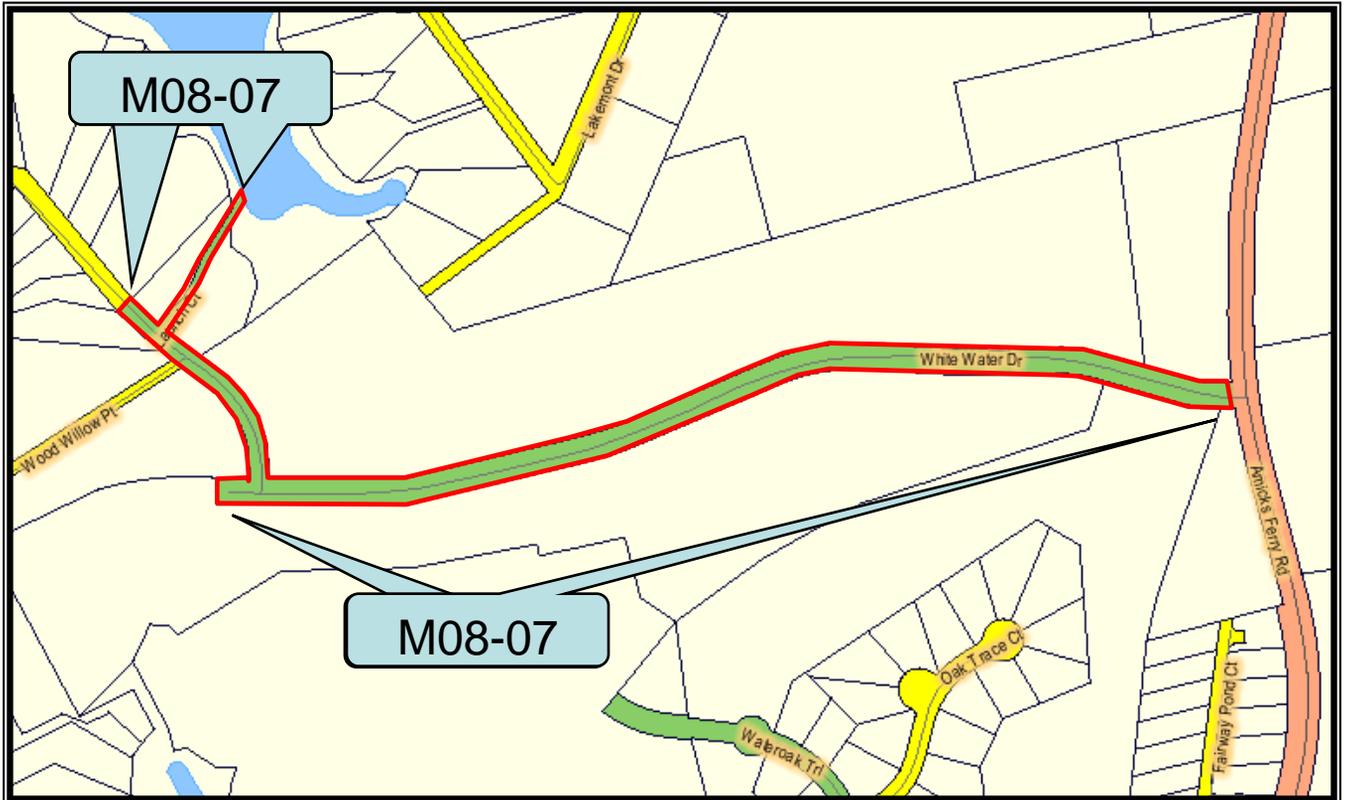
06/30/08	Fee Received
09/08/08	Property Posted
10/23/08	Planning Commission

Planning Commission Recommendation: Recommended denial (7 – 0). Concerned because the applicant did not involve the primary property owner along White Water Drive in the request.

07/22/08	First Reading	09/23/08	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M08-07



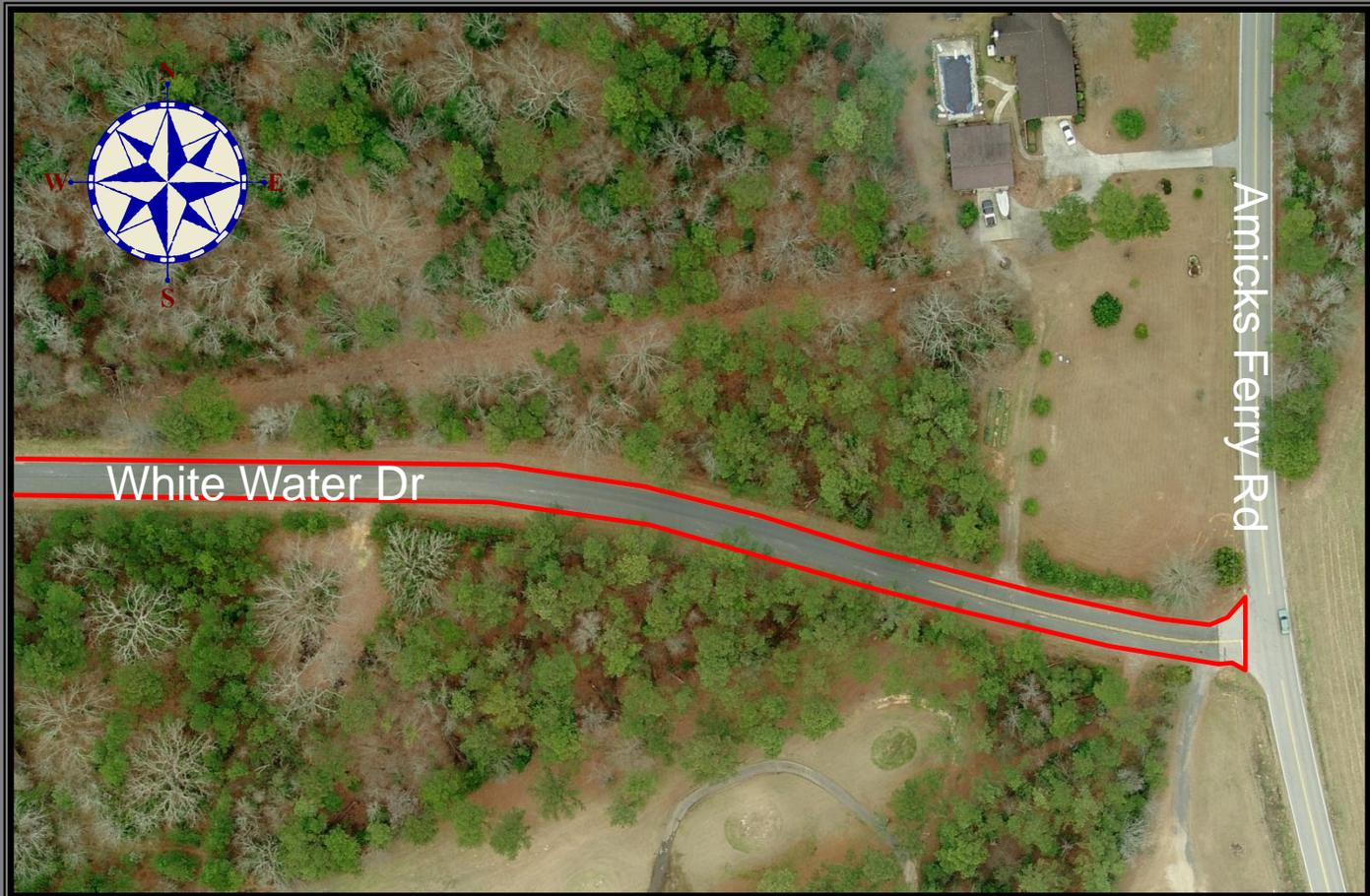
ZONING LEGEND

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

Zoning Map Amendment Application M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.

Section 1 (from Amicks Ferry Rd, west)



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

Zoning Map Amendment Application M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.

Section 2 (from Section 1, west)



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

Zoning Map Amendment Application M08-07

Existing Local (L) portions of White Water Dr,
Rocky Ramp Dr, and Launch Ct.



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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # **M08-08**

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

Three Oak Lane & Water Oak Trail

Zoning Classifications: (Current) (L) Local (Proposed) (RL4) Residential Local Four

TMS#: _____ Property Owner: _____

Reason for the request: To be more consistent with the surrounding properties

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: 06/30/08 Applicant: Property Owner Authorized Agent

Phone #(s): home 803-345-6785 _____

Signature: _____ *Signature on File* Printed Name: George L. Duke

Street/Mailing Address: 637 Webster Pointe Dr. Chapin SC 29036

06/30/08	Application Received
09/04/08	Newspaper Advertisement
09/02/08	Notices Mailed

06/30/08	Fee Received
09/08/08	Property Posted
10/23/08	Planning Commission

Planning Commission Recommendation: Recommended denial (7 – 0). Concerned because the applicant did not involve the property owner at the end of Water Oak Trail in the request.

07/22/08	First Reading	9/23/08	Public Hearing	Second Reading	Third Reading
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Results: _____

Zoning Map Amendment Application M08-08



ZONING LEGEND

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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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

Zoning Map Amendment Application M08-08

Three Oak Ln and Water Oak Trail.



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



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

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

ZONING MAP AMENDMENT APPLICATION # M08-10

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

Parcels between Lincreek 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 [x]

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

Signature: Signature on File Printed Name: Brant Taylor

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

Table with 2 columns: Date, Action. Rows: 08/26/2008 Application Received, 09/25/2008 Newspaper Advertisement, 09/26/2008 Notices Mailed

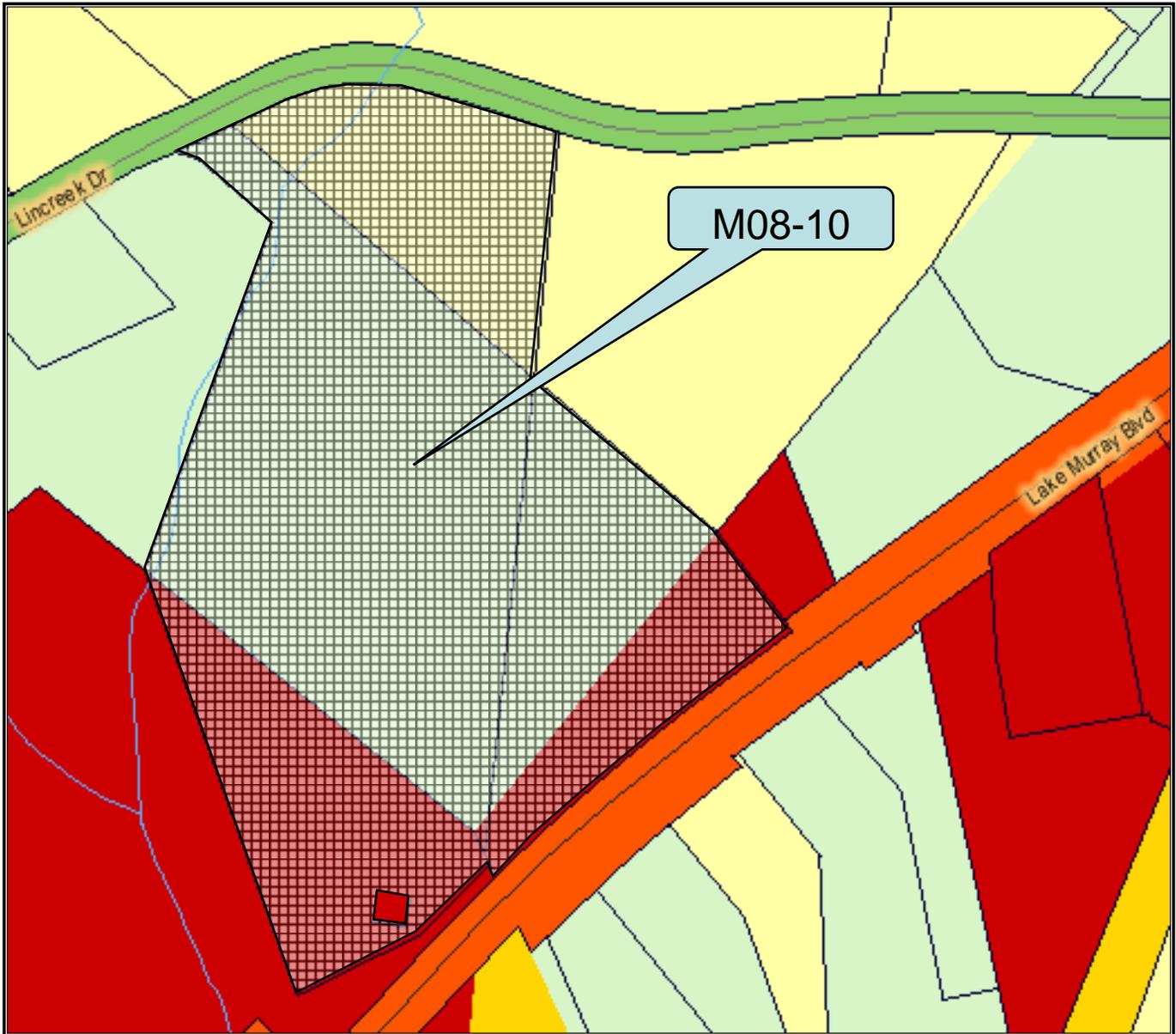
Table with 2 columns: Date, Action. Rows: 08/26/2008 Fee Received, 09/29/2008 Property Posted, 10/23/2008 Planning Commission

Planning Commission Recommendation: Recommendation for approval of C2 in lieu of requested ID by a 7-0 vote.

Table with 4 columns: Date, Action, Date, Action. Rows: 09/23/08 First Reading, 10/14/08 Public Hearing, Second Reading, Third Reading

Results:

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

Zoning Map Amendment Application M08-10



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



County of Lexington Dress Code Policy

As an employee of the County of Lexington, you are expected to portray a professional and neat appearance. An employee's appearance includes, but is not limited to, good grooming and personal hygiene. The County's policy is that all employees' dress, grooming, personal hygiene and safety are essential each and every day. Your image reflects on the County as well as you. This policy applies to all personnel.

This policy applies to all personnel, however, employees of Law Enforcement, Public Safety, Animal Service or any other department that are required to wear a uniform must follow their department's uniform guidelines. It is the responsibility of a Department Head to determine if an exception to appropriate attire is allowed, which would depend on the nature of work. If the Department Head permits alternative attire outside the policy standards, a written justification request must be approved by the Human Resources Director and possibly the County Administrator.

A justification request should include the following:

1. The nature of the work being performed;
2. The amount of time the employee will have public contact and with whom, and the expectation of the outside parties with whom the employee would work;
3. The practices of the industry or profession or the practice of workers in similar jobs.

When an employee violates the dress code policy, the County will discipline the employee in accordance with Disciplinary Policy as outlined in the County's handbook.

ADA/Medical situations are required to go through Human Resources.

The following is a list of what is acceptable and unacceptable appearance. This is not an all-inclusive list:

Men's Dress (Office Environment)

Acceptable	Unacceptable
Dress Pants, Suits, Corduroy Slacks, Khakis, Chinos	Shorts, Jeans, Sweatpants, Athletic Attire, Hats (Not County Issued)
Dress Shirts, Sweaters, Polo/Golf Type Shirts, Blazer/Sports Coats, Turtlenecks, County Issued T-Shirts	T-Shirts (unless County Issued), Tank Tops, Sweatshirts, Sleeveless Shirts, Shirtless (while on duty)
Ties, Suspenders	Frayed, Tattered, Tight or See-Through Clothing
Dress Shoes, Loafers, Boat/Deck Shoes (socks must be worn with all shoes)	Athletic Shoes, Work Boots, Sandals, Bare Feet, Croc-style Shoes
	Gauges, Hats, Visible Tattoos that display pornographic or violent images and Body Piercings (including ears with earrings beyond the earlobe)
Clean shaven and neatly trimmed beards/mustaches; Hair clean, combed and neatly arranged	Heavily Applied Cologne, Radically Colored Hair, Nail Polish

Men's Dress (Non-Office Environment)

Acceptable	Unacceptable
Dress Pants, Suits, Corduroy Slacks, Khakis, Chinos	Shorts, Jeans , Sweatpants, Athletic Attire, Hats (Not County Issued)
Collared and Non-Collared Shirts, Pullovers, Button Up Shirts, County Issued T-Shirts, Dress Shirts, Sweaters, Polo/Golf Type Shirts, Blazer/Sports Coats, Turtlenecks	T-Shirts (unless County Issued), Tank Tops, Sweatshirts, Sleeveless Shirts, Shirtless (while on duty)
Clean Tennis/Athletic Shoes, Dress Shoes, Loafers, Deck/Boat Shoes (socks must be worn with all shoes), Work Boots	Sandals, Flip-Flops, Bare Feet, Croc-style Shoes
Ties, Suspenders	Frayed, Tattered, Tight or See-Through Clothing
	Gauges, Visible Tattoos that display pornographic or violent images and Body Piercings (including ears with earrings beyond the earlobe)
Clean shaven and neatly trimmed beards/mustaches; Hair clean, combed and neatly arranged	Heavily Applied Cologne, Radically Colored Hair, Nail Polish

Women's Dress (Office Environment)

Acceptable	Unacceptable
Dress Pants, Suits, Skirts, Dresses, Khakis, Corduroy Slacks, Dressy Capri pants (mid-calf length)	Skirts/Dresses shorter than 3" above the knee, Jeans , Skorts, Shorts, Sweatpants, Athletic Attire, Stretch Pants/Leggings
Blouses, Sweaters, Button Up Shirts, Sleeveless Dress Shirts, Dress Jackets, Turtlenecks, County Issued T-Shirts	Tank/Halter Tops, Sweatshirts, Spaghetti Straps, Off-the Shoulder Tops, T-Shirts (unless County issued)
	Frayed, Tattered, Tight, See-Through or Low-Cut Revealing Clothing
Dress Shoes, Dress Sandals, Dress Boots, Loafers, Slides	Beach/Recreational Sandals, Flip Flops, Working Boots, Athletic Shoes, Platform Shoes, Bare feet, Croc-style Shoes
Pierced ears (1 earring per earlobe)	Gauges, Hats, Visible Tattoos that display pornographic or violent images and Body Piercings (including ears with earrings beyond the earlobe)
Make-up applied naturally; Hair clean, combed and neatly arranged	Radically Colored Hair and Nail Polish, Heavily Applied Perfume

Women's Dress (Non-Office Environment)

Acceptable	Unacceptable
Dress Pants, Suits, Skirts, Dresses, Khakis, Chinos, Corduroy Slacks, Dressy Capri pants (mid-calf length)	Skirts/Dresses shorter than 3" above the knee, Jeans , Skorts, Shorts, Sweatpants, Athletic Attire, Stretch Pants/Leggings
Blouses, Sweaters, Polo/Golf Shirts, Collared and Non-Collared Shirts, Pullovers, Button Up Shirts, Sleeveless Dress Shirts, County Issued T-Shirts	Tank/Halter Tops, Sweatshirts, Spaghetti Straps, Off-the Shoulder Tops, T-Shirts (unless County issued)
Hats (County Issued)	Frayed, Tattered, Tight, See-Through or Low-Cut Revealing Clothing
Clean Tennis/Athletic Shoes with Socks, Dress Shoes, Dress Sandals, Dress Boots, Loafers, Slides, Working Boots	Beach/Recreational Sandals, Flip Flops, Platform Shoes, Bare feet, Croc-style Shoes
Pierced ears (1 earring per earlobe)	Gauges, Visible Tattoos that display pornographic or violent images and Body Piercings (including ears with earrings beyond the earlobe)
Make-up applied naturally; Hair clean, combed and neatly arranged	Radically Colored Hair or Nail Polish, Heavily Applied Perfume

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
BULLETPROOF VEST PROGRAM
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	Received Thru May 2007-08	Amended Budget Thru May 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Approved 2008-09
*L/E - Bulletproof Vest Program 2414:							
Revenues:							
457000	Federal Grant Income	4,350	0	4,118	4,118	8,000	848
461000	Investment Interest	331	0	0	0	0	0
801000	Op Trn From General Fund/LE	4,350	4,118	4,118	4,118	8,000	848
** Total Revenue		<u>9,031</u>	<u>4,118</u>	<u>8,236</u>	<u>8,236</u>	<u>16,000</u>	<u>1,696</u>
***Total Appropriation					8,748	16,000	2,569
FUND BALANCE Beginning of Year					<u>1,385</u>	<u>873</u>	<u>873</u>
FUND BALANCE - Projected End of Year					<u>873</u>	<u>873</u>	<u>0</u>

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

Fund 2414
Division: Law Enforcement
Organization: 151200 - Operations

Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (May)	2007-08 Budgeted (May)	BUDGET		
					2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
525600	Uniforms & Clothing	9,737	8,748	9,620	16,000	16,001	2,569
* Total Operating		9,737	8,748	9,620	16,000	16,001	2,569
** Total Personnel & Operating		9,737	8,748	9,620	16,000	16,001	2,569
Capital							
** Total Capital		0	0	0	0	0	0
*** Total Budget Appropriation		9,737	8,748	9,620	16,000	16,001	2,569

DUBOSE, ADAM

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]
Sent: Wednesday, October 29, 2008 8:36 AM
To: BVP-list
Subject: Bulletproof Vest Partnership FY 2008 Awards

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2008 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@ojp.gov.

A complete list of FY 2008 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>

The FY 2008 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2008. The deadline to request payments from the FY 2008 award funds is September 30, 2010, or until all available 2008 awards funds have been requested.

Thank You.

BVP Program Support Team

Eileen M. Garry
Deputy Director
Bureau of Justice Assistance
U.S. Department of Justice

Darius LoCicero
Division Chief, Special Projects
Bureau of Justice Assistance
U.S. Department of Justice

Joseph Husted
Payments Program Analyst
Bureau of Justice Assistance
U.S. Department of Justice

Section Receipts > Manage Receipts > Report Receipts

OMB #1121-0235
(Expires: 10/31/2006)

Only the Chief Executive Officer (CEO) or authorized designee (employee of the jurisdiction) has the authority to submit requests for payment. Contractors and third party vendors may not complete the vest receipt section, nor may they submit the request for payment.

If your jurisdiction has vests on applications with remaining funds, click on 'Report Receipt of Vests' to report additional receipts.

Regular Funding

Fiscal Year	Funds Name	Amount Approved	Funds Available	Action
2005	Regular Fund	\$2,710.09	\$0.00	
2006	Regular Fund	\$4,349.94	\$0.00	
2007	Regular Fund	\$4,117.67	\$0.00	Report Receipt of Vests
2008	Regular Fund	\$848.16	\$848.16	
Totals:		\$12,025.86	\$848.16	

Section Receipts > Manage Receipts > Application Details

OMB #1121-0235
(Expires: 10/31/2006)

Application Profile

Jurisdiction's Vest Replacement Cycle: 5 Years
 Unspent BVP Funds Obligated for Vest Purchases: \$4,117.67
Emergency Replacement Needs: 0

Application Details

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
XHP-III.A.0	17	\$629.60	\$10,703.20	\$749.22	\$11,452.42
Grand Totals	17		\$10,703.20	\$749.22	\$11,452.42

Award Summary for FY2008 Regular Fund

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$11,452.42	\$848.16	10/28/08	Approved By BVP
Grand Totals:	\$11,452.42	\$848.16		

[Return](#)

RI	COVENTRY TOWN	02	\$ 9,730.00	28
RI	CRANSTON CITY	02	\$ 5,000.00	10
RI	EAST GREENWICH TOWN	02	\$ 3,750.00	10
RI	EAST PROVIDENCE CITY	01	\$ 2,678.00	10
RI	GLOCESTER TOWN	01,02	\$ 3,200.00	8
RI	JAMESTOWN TOWN	01,02	\$ 1,392.10	13
RI	JOHNSTON TOWN	02	\$ 1,900.00	4
RI	LINCOLN TOWN	01,02	\$ 750.00	2
RI	NARRAGANSETT TOWN	02	\$ 1,862.50	5
RI	NORTH PROVIDENCE TOWN	01,02	\$ 2,625.00	7
RI	PROVIDENCE CITY	01,02	\$ 2,749.46	75
RI	RHODE ISLAND	All Districts	\$ 8,516.85	200
RI	SOUTH KINGSTOWN TOWN	02	\$ 2,550.00	6
RI	Smithfield	01,02	\$ 960.00	3
RI	WEST WARWICK TOWN	02	\$ 2,034.00	6
RI	WESTERLY TOWN	02	\$ 999.27	9
RI	WOONSOCKET CITY	01,02	\$ 2,415.00	7
Totals for RI (18 Jurisdictions):			\$ 54,003.18	405
SC	ABBEVILLE CITY	03	\$ 2,406.69	9
SC	ABBEVILLE COUNTY	03	\$ 10,491.00	30
SC	AIKEN CITY	03	\$ 4,173.75	15
SC	ANDERSON CITY	03	\$ 5,478.30	40
SC	ANDERSON COUNTY	03	\$ 5,067.53	115
SC	AYNOR TOWN	01	\$ 1,149.38	5
SC	BAMBERG TOWN	06	\$ 2,479.12	10
SC	BARNWELL CITY	02	\$ 1,313.43	5
SC	BARNWELL COUNTY	02	\$ 1,646.73	6
SC	BATESBURG-LEESVILLE TOWN	02,03	\$ 9,450.00	27
SC	BEAUFORT CITY	02	\$ 4,774.88	17
SC	BENNETTSVILLE CITY	05	\$ 10,066.56	35
SC	BLACKVILLE TOWN	02	\$ 2,181.32	8
SC	BLUFFTON TOWN	02	\$ 3,242.53	9
SC	CAYCE CITY	02	\$ 2,422.91	10
SC	CENTRAL TOWN	03	\$ 1,337.50	5
SC	CHARLESTON CITY	01,06	\$ 27,950.00	100
SC	CHEROKEE COUNTY	05	\$ 13,175.00	29
SC	CHESNEE CITY	04,05	\$ 3,125.00	12
SC	CHESTER COUNTY	05	\$ 2,739.83	11
SC	CHESTERFIELD COUNTY	05	\$ 4,252.50	15
SC	CLINTON CITY	03	\$ 3,120.00	12
SC	COLLETON COUNTY	06	\$ 4,673.12	54
SC	Conway	01	\$ 2,756.25	10
SC	DORCHESTER COUNTY	01,06	\$ 7,088.75	25
SC	DUNCAN TOWN	04	\$ 1,454.50	5
SC	EDGEFIELD COUNTY	03	\$ 8,750.00	25
SC	FLORENCE COUNTY	05,06	\$ 562.65	11
SC	FOLLY BEACH CITY	01	\$ 1,217.13	4
SC	GEORGETOWN COUNTY	01	\$ 4,389.86	25
SC	GOOSE CREEK CITY	01	\$ 4,924.50	20
SC	GREAT FALLS TOWN	05	\$ 1,175.15	10
SC	GREENVILLE CITY	04	\$ 6,309.95	66
SC	GREENWOOD CITY	03	\$ 2,105.40	8

SC	GREENWOOD COUNTY	03	\$ 6,325.00	22
SC	HAMPTON COUNTY	02	\$ 7,348.00	12
SC	HANAHAN CITY	01,06	\$ 752.00	10
SC	HORRY COUNTY	01	\$ 4,548.59	100
SC	IRMO TOWN	02	\$ 2,220.00	8
SC	JOHNSTON TOWN	02,03	\$ 2,900.00	8
SC	LANCASTER COUNTY	05	\$ 7,782.50	27
SC	LANDRUM CITY	04	\$ 2,332.00	8
SC	LAURENS COUNTY	03	\$ 12,549.43	47
SC	LEXINGTON COUNTY	02,03	\$ 848.16	17
SC	LEXINGTON TOWN	02	\$ 1,023.95	7
SC	LYNCHBURG TOWN	05,06	\$ 1,417.49	3
SC	MARLBORO COUNTY	05	\$ 7,750.00	25
SC	MCCOLL TOWN	05	\$ 1,802.00	7
SC	MOUNT PLEASANT TOWN	01,06	\$ 6,208.13	21
SC	MYRTLE BEACH CITY	01	\$ 11,363.00	30
SC	NEWBERRY CITY	05	\$ 1,048.60	5
SC	NORTH AUGUSTA CITY	03	\$ 1,729.41	6
SC	NORTH CHARLESTON CITY	01	\$ 16,875.00	50
SC	NORTH TOWN	02	\$ 700.00	2
SC	NORWAY TOWN	02,06	\$ 2,047.98	6
SC	ORANGEBURG CITY	06	\$ 2,942.50	10
SC	Oconee County	03	\$ 3,689.00	12
SC	PICKENS COUNTY	03	\$ 297.32	10
SC	PORT ROYAL TOWN	02	\$ 1,042.00	5
SC	RICHLAND COUNTY	02,06	\$ 11,428.20	350
SC	SIMPSONVILLE CITY	04	\$ 3,643.50	11
SC	SOUTH CAROLINA	All Districts	\$ 30,067.93	745
SC	SPARTANBURG CITY	04	\$ 7,890.75	30
SC	SPARTANBURG COUNTY	04	\$ 6,106.14	200
SC	SULLIVAN'S ISLAND TOWN	01	\$ 1,138.70	4
SC	TEGA CAY CITY	05	\$ 5,249.25	18
SC	WEST COLUMBIA CITY	02	\$ 1,644.00	8
SC	WILLIAMSTON TOWN	03	\$ 5,175.00	18
SC	WILLISTON TOWN	02,03	\$ 1,600.55	6
SC	WINNSBORO TOWN	02,05	\$ 6,087.70	17
SC	YORK CITY	05	\$ 3,101.31	10
SC	YORK COUNTY	05	\$ 6,534.85	131
Totals for SC (72 Jurisdictions):			\$ 364,661.16	2,794
SD	ABERDEEN CITY	At Large	\$ 3,135.00	10
SD	BEADLE COUNTY	At Large	\$ 955.50	3
SD	BELLE FOURCHE CITY	At Large	\$ 3,140.00	8
SD	BRANDON CITY	At Large	\$ 1,315.54	4
SD	BROOKINGS CITY	At Large	\$ 4,389.00	14
SD	BROWN COUNTY	At Large	\$ 313.50	1
SD	CUSTER COUNTY	At Large	\$ 1,298.00	4
SD	ELK POINT CITY	At Large	\$ 2,009.85	6
SD	HURON CITY	At Large	\$ 2,000.00	6
SD	KINGSBURY COUNTY	At Large	\$ 878.48	4
SD	LAKE COUNTY	At Large	\$ 1,637.50	5
SD	LENNOX CITY	At Large	\$ 365.72	3
SD	MADISON CITY	At Large	\$ 2,516.50	7

Office of the Public Defender

ELIZABETH C. FULLWOOD
Lexington Public Defender
206 East Main Street
Lexington, South Carolina 29072
(803) 957-8873 Telephone
(803) 957-1443 Fax

ELEVENTH JUDICIAL CIRCUIT
Lexington, Saluda, Edgefield
and McCormick Counties

ROBERT M. MADSEN
Circuit Public Defender

W. GREG SEIGLER
Tri-County Public Defender
Post Office Box 1852
McCormick, South Carolina 29835
Telephone (864) 852-9555
Fax (864) 852-9554

November 7, 2008

Justice Committee
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

RE: November 18, 2008 Justice Committee Meeting

In 2007, the South Carolina Legislature enacted the Indigent Defense Act (Title 17, Chapter 3 of the South Carolina Code Annotated). This act creates a Circuit Public Defender system which replaces a system of non-profit defender corporations. Furthermore, this legislation takes a significant step toward realizing that our justice system only works when there is an effective and ethical advocate on each side of a case. The intent of this legislation was to create parity between public defenders and solicitors, not only in pay, but also in case loads and available resources.

Section 17-3-560 requires that the circuit public defender have an agreement with one county within the circuit to administer indigent defense funds distributed from the State and the counties within the circuit. One of my goals as circuit public defender is "transparency" of our finances. Obviously, the best way to achieve this goal is to have all monies administered by Lexington County.

Additionally, all public defender employees are required to be employees of the administering county and are entitled to the same fringe benefits as other county personnel. Section 17-3-540 (B) provides, "All personnel costs including fringe benefits must be paid by the administering county, but must be reimbursed to the administering county from operational funds provided to the circuit public defender office from county and state appropriated funds." Currently, our office has fifteen (15) employees throughout the circuit.

This letter is my official request that Lexington County agree to be the administering county for the Eleventh Circuit Public Defender's Office.

With my warm personal regards, I remain,

Sincerely,



Robert M. Madsen
Circuit Public Defender

**ELEVENTH CIRCUIT PUBLIC DEFENDER'S OFFICE
2008-2009 BUDGET**

FUNDING

STATE FUNDING	Lexington	212874.34	
	Tri-Counties	<u>55374.00</u>	
			268248.48
COUNTY FUNDING	Lexington	286500.00	
	Tri-Counties	<u>42376.24</u>	
			328876.24
SUPPLEMENTAL	Lexington	108058.60	
	Tri-Counties	<u>32432.60</u>	
			140491.20
PROBATION	Lexington	50870.44	
	Tri-Counties	<u>13233.00</u>	
			64103.44
CIVIL	Lexington	45586.80	
	Tri-Counties	<u>11858.55</u>	
			57445.35
CDV	Lexington	71070.87	
	Tri-Counties	<u>17679.13</u>	
			88750.00
DUI	Lexington	53841.81	
	Tri-Counties	<u>13393.28</u>	
			67235.09
TOTAL FUNDING	Lexington	828802.86	
	Tri-Counties	<u>186346.80</u>	
			<hr/>
			1015149.66

EXPENSES

PERSONNEL SERVICES

Salaries	704531.00	
Employer's FICA/MEDI Contribution	53896.00	
Health, Disability, and Life insurance	50950.00	
Worker's Compensation	2500.00	
Employer's Retirement Contribution	<u>63830.00</u>	
TOTAL		875707.00

OPERATIONAL EXPENSES

Rent	37750.00	
Office Expenses/Maintenance Contracts	20000.00	
Janitorial Service	2100.00	
Postage	4800.00	
Accounting and Tax Preparation	4200.00	
Utilities	8200.00	
Telephone	11700.00	
Mileage	2000.00	
Dues, Seminars, Schools	7250.00	
Publications	8000.00	
Liability Insurance	5490.00	
File Storage Facility	<u>3000.00</u>	
TOTAL		<u>114490.00</u>

TOTAL EXPENSES **990197.00**

CASH ON HAND

TRI-COUNTIES DEFENDER (9/30/08)	\$1000.00
LEXINGTON DEFENDER (10/28/08)	\$387080.87



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

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM:  MIKE MCMASTERS
EMERGENCY MANAGER

DATE: NOVEMBER 6, 2008

REF: HAZARDOUS MATERIALS EMERGENCY PLANNING (HMEP)
GRANT AWARD

Lexington County Emergency Management Division has been awarded \$6,177 that was allocated through the HMEP Planning Grant.

We respectfully request to put the approval of this award to Council and have it brought out at the November 18, 2008 County Council meeting.

Thank you for your attention to this matter.

cc: Chief Bruce Rucker

COUNTY OF LEXINGTON Grant Request Summary Form

Title of Grant: 2009 HAZARDOUS MATERIALS EMERGENCY PLANNING (HMEP) GRANT

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

Type of Summary: Grant Application Grant Award X

Grant Overview:

The South Carolina Emergency Management Division has awarded Lexington County Emergency Preparedness the 2009 Hazardous Materials Emergency Planning (HMEP) Grant. Emergency Preparedness will use these funds to establish a dedicated Emergency Preparedness website to aid the citizens of Lexington County in preparing for disasters.

This grant is split 80/20, of which the 20 percent match can be in-kind. The match will come from County's General Fund which is being used to pay the personnel and operating cost for Emergency Preparedness.

Grant Period: September 30, 2008 to July 31, 2009

Responsible Departmental Grant Personnel: Mike McMasters, Emergency Response Coordinator

Date Grant Information Released: June 20, 2008 **Date Grant Application Due:** August 15, 2008

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

Personnel	\$	-
Operating	\$	6,177.00
Capital	\$	-
Total	\$	<u>6,177.00</u>

Local Match Required: Yes No

If Yes, What is the Percentage / Amount:	<u>80</u>	<u>\$6,177.00</u>	
	<u>20</u>	<u>\$1,544.00</u>	* In-kind match
	<i>%</i>	<i>\$ Amount</i>	

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

All HMEP funds must be obligated by July 31, 2009.

The funds which will be used to match this grant is already budgeted in the County's General Fund.

Dept. Preparer:	<u>NM</u>	<u>11/6/2008</u>
Dept. Approval:	<u>MM</u>	<u>11/6/2008</u>
Finance Approval:	<u>AD</u>	<u>11/7/2008</u>
	<i>Initials</i>	<i>Date</i>

**COUNTY OF LEXINGTON
GENERAL FUND
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	11 Months Received Thru May 2007-08	Amended Budget Thru May 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Approved 2008-09
*HMEP Funds:							
Revenues:							
458000	State Grant Income	0	0	0	0	8,000	6,177
	In-kind Match	0	0	0	0	2,000	1,544
	** Total Revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8,000</u>	<u>6,177</u>
	***Total Appropriation				0	8,000	6,177
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>

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

				BUDGET			
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (May)	2007-08 Budgeted (May)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
	* Total Personnel	0	0	0	0	0	0
Operating Expenses							
520200	Contracted Services	0	0	0	8,000	8,000	6,177
	* Total Operating	0	0	0	8,000	8,000	6,177
	** Total Personnel & Operating	0	0	0	8,000	8,000	6,177
Capital							
	** Total Capital	0	0	0	0	0	0
	*** Total Budget Appropriation	0	0	0	8,000	8,000	6,177

SECTION III – PROGRAM OVERVIEW

EXPLANATION OF GRANT

The South Carolina Emergency Management Division has notified Lexington County Emergency Preparedness that they have been awarded the FY 09 Hazardous Materials Emergency Planning (HMEP) Grant. Emergency Preparedness is planning to use this award to develop a dedicated Emergency Preparedness website to aid the citizens of Lexington County in the preparation for disasters.

This grant is split 80/20, which the 20 percent match can be in-kind. This match will come from the County's General Fund which is being used to pay the personnel and operating costs for Emergency Preparedness.

SECTION IV. – SUMMARY OF REVENUES

458000 – State Grant Income **\$6,177**

\$6,177 in state grant funds has been awarded. These funds will be matched with \$1,544 (20%) in-kind funds from the expenditures of personnel and operating costs of Emergency Preparedness through the County's General Fund.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520200– CONTRACTED SERVICES **\$6,177**

To develop a dedicated Emergency Preparedness website that will aid the citizens of Lexington County in preparing for disasters.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

October 28, 2008

Mr. Michael McMasters, LEPC Chairperson
Lexington County Emergency Preparedness Division
212 S. Lake Drive, Suite B03
Lexington, SC 29072

Dear Mr. McMasters:

This is to inform you that your request for HMEP Planning Grant funding has been approved in the amount of \$6,177.76 for **activities as specified in the grant award.**

Two copies of the subcontract for this grant are enclosed. Please read and sign both subcontracts and return one to this office. A signed contract must be received before any expenditures will be reimbursed.

The funds for this grant must be obligated by July 31, 2009. It is critical that the counties adhere to this deadline so that funds do not have to be returned to the US Department of Transportation at the end of the fiscal year. In addition, each LEPC will be required to adhere to the grant requirement to complete progress reports.

Please submit copies of paid invoices, proof of payment, and a summary of expenses on the attached *20.703 Grant Request for Reimbursement* form upon completion and payment of services. **Any request for reimbursement received after July 31, 2009 may be subject to nonpayment.** If the 20% "in-kind" match is not a cash match, certify the manner in which reimbursement has been met. Please submit a schedule of events that are supported by the grant, so that we may attend when possible. A summary of your project(s), and/or a sample of your project(s) should also be submitted upon completion.

Thank you for taking part in what we feel will be a very useful, productive program that will improve our HAZMAT incident management and response capabilities.

If you have any questions, please contact the Project Coordinator, Randy Jenkins at (803) 737-8838.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. Osborne".

Ronald C. Osborne
Director

Enclosures
Cf: Mr. Michael McMasters, Director

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

**SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION**
2779 Fish Hatchery Road
West Columbia, SC 29172

GRANT AWARD

SUB-GRANTEE: Lexington County	DATE OF AWARD: 09/30/2008
PROGRAM NAME: HMEP Planning Grant	CFDA NO: 20.703
GRANT PERIOD: 09/30/2008-07/31/2009	GRANT NO: HMESC8042160
AWARD FOR THIS TRANSACTION: \$6,177.76	PRIOR AWARD: \$000.00

CURRENT TOTAL AWARD: \$6,177.76

Under the Department of Transportation (DOT) Assistance Agreement No. HMESC7042150, the South Carolina Emergency Management Division, Office of the Adjutant General, hereby awards to the aforementioned Sub-Grantee, a federal grant in the amount shown above to **develop an LEPC website for community information and outreach.**

Please remember to submit a schedule of events that are supported by this grant as soon as possible, and that a summary of your project(s), and/or a sample of your project(s) should be submitted to the South Carolina Emergency Management Division upon completion.

The grant shall become effective, as of the date of award and upon return of an original signed copy of this document by the Sub-Grantee's designated official(s), to the South Carolina Emergency Management Division. Budgeted expenditures incurred prior to execution of this grant agreement but within the grant period are allowable. **The funds for this grant must be obligated by July 31, 2009.**

The Sub-Grantee, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 49, OMB Circular Nos. A-102, A-87 and A-128 and the signed Standard Assurances, which are on file, as they relate to the application, acceptance, and use of federal funds. In addition, the Sub-Grantee agrees to comply with the progress report requirements as set out by the South Carolina Emergency Management Division. At the end of the grant period the HAZMAT Program Coordinator or Area Coordinator for your county will conduct a review of the completed HMEP Planning Projects in order to comply with federal auditing requirements.



Ronald C. Osborne, Director
South Carolina Emergency Management Division
Office of the Adjutant General

Acceptance for the Sub-Grantee:


*Signature of the LEPC Chairperson
Director/Coordinator*

Date

Cf: Mr. Michael McMasters, Director

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 RETAIL FOOD ESTABLISHMENTS 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 attention to the potential side effects of second hand smoke 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 in retail food establishments 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. Retail Food Establishments

Section 14-___. Secondhand smoke in retail food establishments

- (a) Intent. County Council has reviewed the findings of the U.S. Surgeon General that concludes that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers to secondhand smoke. Therefore, 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 retail food establishments. As a result, County Council declares that the purpose of this act is to preserve and improve the health, comfort, safety, and environment of the people of the unincorporated areas of the County by establishing that a retail food establishment must chose to be either a smoking or non-smoking facility, but not both.

- (b) Definitions.
 - (1) "Attached bar" means a bar area of a retail food establishment.
 - (2) "Enclosed area" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, dining areas, attached bars, restrooms, offices, private dining rooms, foyers, waiting areas and halls.

- (3) “Retail Food Establishment” is any operation that prepares, packages, serves, processes, or otherwise provides food for human consumption on the premises, regardless of whether there is a charge for the food to include but not limited to restaurants, coffee shops, delicatessens, snack bars, ice cream parlors, cafeterias, mobile food units including bases of operations, and temporary food service establishments. This definition is not intended to include bar establishments in which the serving of food is only incidental to the consumption of alcoholic beverages, including but not limited to taverns, nightclubs, cocktail lounges and cabarets.
 - (4) 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”.
 - (5) “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”.
 - (6) “Smoking” means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (c) Determination of Retail Food Establishment as “Non-Smoking” or “Smoking”
- (1) All retail food establishments shall provide a sign on all access doors that designates the entire facility as either “non-smoking” or “smoking” in all enclosed areas, to include within an attached bar.
 - (2) No person shall smoke or possess a lighted tobacco product in any enclosed area of a retail food establishment that is designated as a “non-smoking” facility.
 - (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of a retail food 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.
- (d) Posting of Signs. The owner, manager or person in control of a retail food establishment shall post a conspicuous sign at all access points for the retail food establishment which contains either: the words “No Smoking” and the universal symbol for no smoking; or “Smoking Permitted” and the universal symbol for smoking.
- (e) Jurisdiction, Enforcement and Penalties.
- (1) A person who owns, manages, operates, or otherwise controls a retail food establishment 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 non-smoking retail food establishment 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. Further, Lexington County may pursue any other equitable remedy to insure that the retail food establishment complies with the requirements set forth herein.

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: October 14, 2008
Second Reading:
Public Hearing:
Third Reading:

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 08-14

AN ORDINANCE AMENDING THE LEXINGTON COUNTY STORMWATER
MANAGEMENT ORDINANCE 06-10 FOR THE CREATION OF THE
STORMWATER ADVISORY BOARD

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

SECTION 1 DIVISION 7 AMENDED TO READ AS FOLLOWS:

Division 7 – APPEALS

Sec. 7-1 Creation of the Stormwater Advisory Board

The Stormwater Advisory Board is hereby created for Lexington County and shall be referred to in this Ordinance as the Board. It shall consist of nine (9) members who are qualified by experience and training. The Board shall consist of one (1) Professional Engineer licensed in South Carolina, one (1) Developer, one (1) Contractor, two (2) Environmental Stewards, two (2) Environmental Consultants, and two (2) Stormwater Professionals. The Board shall be appointed by Lexington County Council. No person holding any other public office or position in Lexington County or a municipality within the County shall be eligible to serve on the Board concurrently.

Sec. 7-2 Terms of Office of Board Members

The members of the Board shall serve for overlapping four-year terms, or until their respective successors are appointed. Lexington County Council shall maintain a schedule of staggered appointments with the terms of at least two members expiring each year.

Sec. 7-3 Removals and Vacancies

A member of the Board may be removed from the Board by the County Council for continued absence or other just causes. Any member being so removed shall be provided, upon his request, a public hearing on the removal decision before the County Council. Vacancies on the Board shall be filled (for the unexpired term of those members whose positions have become vacant) in the same manner as the appointment of a new member.

Sec. 7-4 Election of Officers

The Board shall elect from its members its own chairman and vice-chairman, who shall serve for one year. The Public Works Director or his designee shall appoint a secretary to serve the Board, who may be an employee of Lexington County.

Sec. 7-5 Powers of the Board

The Board is hereby vested with the following powers:

- a. To hear and make recommendations to the Director of Public Works as to appeals where it is alleged in writing that there is an incorrect interpretation of any order, requirement, decision, or determination made by the Director of Public Works or his designee in carrying out the enforcement of Divisions 1-8 of this Ordinance and Chapters 1-5 of the Land Development Manual.
- b. To hear and make recommendations to the Director of Public Works upon applications for a variance from Divisions 1-8 of this Ordinance and Chapters 1-5 of the Land Development Manual, where a literal enforcement of these regulations will, in an individual case, result in an unnecessary hardship. A Variance may grant relief from any of the regulations as outline in the Divisions and Chapters above.
- c. To hear and make recommendations to the Director of Public Works as to all matters referred to by provisions of Divisions 1-8 of this Ordinance and Chapters 1-5 of the Land Development Manual Ordinance.

Sec. 7-6 Meetings of the Board

The Board shall meet at least once every three (3) month when there are appeals or applications for variances. Special meetings may be held at the call of the chairman provided that at least a 24-hour notice of such a meeting is given to every member.

Sec. 7-7 Rules and Proceedings of the Board

The Board shall adopt rules for the conduct of its meetings. Such rules shall include at least the following requirements:

- a. The presence of five members shall constitute a quorum and motions shall pass or fail by the majority vote of those members actually voting. Motions which receive an equal number of votes for and against shall be deemed to fail. Only members in attendance at a meeting shall be eligible to vote upon motions before the Board. Proxy votes shall not be used.
- b. All meetings shall be open to the public and the Freedom of Information Act shall be applicable to all proceedings.
- c. The Board may call upon any other agency of Lexington County for information in the performance of its duties and it shall be the duty of such other agency to render such information to the Board as may be reasonably required.

- d. An appeal must be filed within 30 days from the date of refusal by the Director of Public Works or his designee to issue a land disturbance permit or certify compliance with this Ordinance and Land Development Manual.
- e. Any member of the Board who shall have a direct or indirect interest in any property which is the subject of, or affected by, a decision of the Board shall be disqualified from participating in the discussion, decision, or proceedings of the Board in connection with that case.

Sec. 7-8 Application for Appeals or Variances

A written application for a appeal or variance shall be filed with the Director of Public Works or his designee by the property owner or his designated agent or the aggrieved party. Copies of the application shall be transmitted to the members of the Board. A fee established by County Council shall accompany every application.

Sec. 7-9 Standards for Variances

The Board shall consider the following factors in making its recommendation:

- a. Are there extraordinary and exceptional conditions pertaining to the particular piece of property?
- b. Do these conditions generally apply to other properties in the vicinity?
- c. Because of these conditions, would the application of the Ordinance and Land Development Manual as defined in Section 7-5, to the particular piece of property effectively prohibit or unreasonably restrict the utilization of the property.
- d. Would authorization of a variance be of substantial detriment to adjacent property or to the quality of life for the residents of the County?
- e. Would authorization of a variance cause noncompliance of the requirements set forth for the Small Municipal Separate Storm Sewer Systems (MS4) program?
- f. Would authorization of a variance impede standard design requirements which are recognized for criteria of public safety?

Sec. 7-10 Decisions

Every recommendation of the Board shall be given to the Director of Public Works. It shall be in writing and shall indicate the vote of the recommendation. The Director of Public Works shall consider the recommendation but the Director of Public Works shall make the final decision on the appeal.

Sec. 7-11 Appeal of Director of Public Works Decision

Any appeal from the decision of the Director of Public Works shall be as provided by law.

SECTION 2 **DIVISION 9 AMENDED TO READ DIVISION 8**
DIVISION 10 AMENDED TO READ DIVISION 9
DIVISION 11 AMENDED TO READ DIVISION 10



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER

M E M O R A N D U M

DATE: November 5, 2008

TO: John Fechtel, Public Works Director
Assistant County Administrator

FROM: Sheri Armstrong, Stormwater Manager

RE: Nominees for Stormwater Advisory Board

At the direction of County Council the Stormwater Department has selected a group of individuals with knowledge of stormwater management and land development regulations to potentially serve on the Lexington County Stormwater Advisory Board. The Stormwater Department has evaluated sixteen applicants (Exhibit "A") and is recommending a diverse group of nine individuals (Exhibit "B"). As noted by their professions, there is an abundance of knowledge among the perspective nominees.

We propose to implement the By-Laws, Exhibit "C", of the Planning Commission with some adjustments for scheduled meetings. Once the Board is formed we will conduct a work shop, several if needed, to introduce the requirements of the Lexington County Stormwater Ordinance and Land Development Manual to the Board members. In addition, we will educate them on the responsibilities of the County as an MS4 as defined by the federally mandated National Pollutant Discharge Elimination System Permit (NPDES) program.

We are asking County Council to consider these nominees and at the December 9, 2008 County Council meeting approve the recommended individuals at the same time of the third and final reading of the ORDINANCE NO. 08-14 Creation of the Stormwater Advisory Board.

EXHIBIT "A"

Engineer	Developer	Contractor	Environmental Stewards	Environmental Consultant	Academia	Stormwater Professionals
Robert Blackwell	Carl Berry	Tripp Hunter	Hugh Caldwell	Larry Cook	Charles Tyer	Pearce Atkins
Brian Peeler	Nick Leventis	Jason Wilkie	Jerry Shrum	Sue Green		Frank Hahne
				Jim Lewis		Robert Steele
				* Shannon Smith		

* Profile not received

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Stonewater Appeals Board
Nominee: Pearce L. Atkins, PE
Address: 703 Oranville Road, Gilbert, SC 29054
Employed by: Sumter Soil & Water Conservation District
Address: 1975 Castle Rock Drive, Suite 3, Sumter, SC 29153
Home Telephone: 803-356-3933 Business Telephone: 803 905 7653 Ex 3
Mobile Phone: 803 603 6097 Beeper Number: _____
Fax Number: 803 905 7651

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

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

See attached

Submitted by: _____ Lexington County Council
Council District Number: _____ Telephone 803-785-8103
Date: _____ FAX - 803- 785-8101

Pearce L. Atkins, PE

BS Civil Engineer University of South Carolina 1974

Registered Civil Engineer: North Carolina and South Carolina

Long Time Lexington County Resident – 17 years

Current Job Title: Stormwater Program Director for the Sumter Soil and Water Conservation

District

Professional Experience:

- Background in Construction Management and Stormwater Management.
- Over 30 year experience as a civil engineer with over 25 years experience in stormwater management.
- Developed an eight hour training course for site inspectors relative to stormwater management on construction site. This course was taught at the Savannah River Site and at the national level through the International Erosion Control Association in 5 different states.
- Instrumental in influencing state regulations relative to stormwater.
- Champion a “common sense” approach to stormwater management on construction sites by avoiding problems where possible and when problems are encountered recognizing the “root cause” and not repeating mistakes.
- Have given talks/seminars relative to stormwater management to: developers, project manager/owners, contractors, builders, engineers, county officials, and civic clubs.

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Stormwater Appeals Board

Nominee: Carl J. Berry II

Address: 104 Clarmont Ct. Lexington, SC 29072

Employed by: Sycamore Development, LLC

Address: 7368 Two Notch Rd. Columbia, SC 29223

Home Telephone: 520-3109 Business Telephone: 788-8300(x8)

Mobile Phone: 237-8390 Beeper Number: _____

Fax Number: 788-1119

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

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

- BSEE Degree - Clemson University, 1988
- 17 year career in Corporate America with experience in plant management, general management, sales & marketing, strategic planning, and operations.
- President of Sycamore Development, LLC Sept. 2005 - Present.
Moved back to Lexington in 2005 to pursue goal of Developing Residential Real Estate.
- My plan is to settle down in Lexington for a very long time.
I want to get involved with and to serve Lexington County.
I believe my experience and skills would serve this board well.
- Have developed Orchard Pointe community in Lexington (on Mineral Springs Rd.)
- See additional info on back (next page).

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803-785-8101

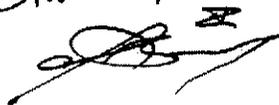
page 2, (cont'd)

- Married (17 years); 2 daughters (ages 11 and 9) which attend Lexington 1 schools.
- Other Boards / community & civic service:
 1. Board of Directors - Home Builders of Greater Columbia
 2. Vice Chairman - Clemson University Student Affairs Advisory Board.
 3. Board of Zoning Appeals - Town of Lexington.
 4. Active member - Mt. Horeb United Methodist Church and serve on Finance Committee.
 5. Member - Lexington Chamber of Commerce.
 6. Soccer Coach - Lexington County Girls Soccer Association
 7. Various charity involvement.

* See included Bio.

I genuinely appreciate the nomination to this board and believe that I can add real value to it. I look forward to leaving back from Lexington County on this matter.

Sincerely,



SYCAMORE
DEVELOPMENT, LLC

PEOPLE YOU TRUST. COMMUNITIES YOU DESERVE.

CARL J. BERRY, II
PRESIDENT

P.O. BOX 23489
COLUMBIA, S.C. 29224-3489
CARL@REDSEADEV.COM

OFFICE: 803.788.8300 EXT. 8
CELLULAR: 803.237.8390
FAX: 803.788.1119

Carl J. Berry, II

104 Clarmont Ct.
Lexington, SC 29072
Email: carl@redseadev.com

Cell Phone: 803-237-8390
Office Phone: 803-788-8300 (x8)

EXECUTIVE PROFILE

- **Results driven leader with real estate development experience, and extensive experience in general management, sales & marketing, and operations** for Fortune 500 businesses ranging from \$25M to \$80M in revenue with complete profit & loss responsibility.
- Successful track record of turning around and/or significantly improving the profitability of key businesses, product lines and facilities.
- Delivered results through development and implementation of winning business strategies for increased profit, share growth, organizational effectiveness and operational excellence.
- Strong leader with excellent interpersonal / communication and customer skills.
- Strategic thinker with proven resource management skills and the ability to execute tactically.
- Excellent negotiation and team building / motivational skills.

PROFESSIONAL EXPERIENCE

- ***Prior to joining the private sector in Sept. 2005, I had 17 years experience (the last 10 in leadership roles) in the Corporate America environment across Fortune 500 companies. Over this period, I received 7 promotions, each with increasing levels of responsibility.***
- **Current Position: President, Sycamore Development, LLC. Columbia, SC.**
 - Residential Developer involved in all aspects of Residential Real Estate development in the Greater Columbia area, **primarily focused in Lexington.**
 - Presently developing a nice new community, Orchard Pointe, within Lexington on Mineral Springs Rd.
 - Founded Sycamore Development, LLC and joined First Palmer Trust (private company) to help develop / drive new company vision and to help lead the strategic growth of the company into the future.
 - In addition to leading the Residential Development business (Sycamore Development, LLC), I support our Commercial Development business (IAP Company, LLC).
- **Prior Positions / Experience:**
 - Managing Director / General Manager** for a \$50M U.S. division of **Asea Brown Boveri, Inc.**, a global \$18B company. Florence, SC.
 - Promoted to General Manager from Director of Sales and Marketing position after only 1 year with the company.
 - Responsible for 156 employees (70 salaried and 86 hourly), and all aspects of the business including sales, marketing, engineering, customer service, product development, manufacturing / operations and field service.
 - Complete financial responsibility for the business / division to include P&L, Balance Sheet and Cash Flow.
 - Managed assets of flagship 150,000 sq. ft. plant / facility (Florence, SC) and satellite facilities / operations in 3 other U.S. locations (Napa, Ca., Nashville, Tn., and Coral Springs, Fla.).
 - Developed and executed strategic business plans to drive profitable growth for the business / division.
 - Led the successful acquisition (through integration) of a \$5M competitive business / private company in Napa, Ca. and the integration of an additional Service Center (\$2M) in Coral Springs, Fla.
 - Increased revenues 20% through both organic and inorganic growth, and secured two key multimillion dollar contracts with new clients (blankets to extend through 2007).
 - Maintained good profitability (net acquisitions) through dramatic productivity increases and cultural / organizational improvement within the business. Exceeded decremental profit expectations considering negative mix shifts and acquisition activities occurring within the business.
 - Director of Sales and Marketing** for the same \$40M U.S. division of **Asea Brown Boveri, Inc.**, a global \$18B company. Florence, SC.
 - Assembled and developed successful direct sales & marketing organization from the ground up.
 - Responsible for sales channel development across all market segments.
 - Developed and implemented business plans and marketing plans to drive significant growth for the business / division.
 - Launched new product line within the business and grew overall market share by 4 percentage points over 18 months.

- Grew revenues by 36% (\$28M to \$38M) and EBIT / profits by 45% (\$2.4M to \$3.5M) within the business over that period.

Product Line Manager for an \$80M U.S. business of **Eaton Corporation**, a global \$7.3B company. Greenwood, SC.

- Totally responsible for running the business, with complete P&L responsibility.
- Directed all phases of sales, marketing, and front-end operations for the business that produced \$80M in revenue and employed 275 employees (50 salaried, 125 hourly direct, and 100 hourly indirect).
- Turned business around and made it profitable. Operating profit increased from -\$2.8M to +\$1.8M. Return on Sales improved from -4.8% ROS to +2.4% ROS.
- Drove sales growth of 30% over 3-year window through new market penetration and new product development.
- Managed overall \$3.8M annual budget.

Product Line and Operations Manager for a \$25M U.S. business of **Eaton Corporation**, a global \$7.3B company. Sumter, SC.

- Responsible for 84 employees (24 salaried and 60 hourly) and all aspects of the business including sales, marketing, engineering, customer service, product development, manufacturing and shipping.
- General Management type role with complete P&L responsibility.
- Increased Return on Sales of business by 2.5pts, and increased Operating Profit from \$1.9M to \$2.5M.
- Grew market share by 3 points.

Sales Manager for a \$40M U.S. business of **Eaton Corporation**, a global \$7.3B company. Asheville, NC.

- Increases sales by 15% and launched first new product in 5 years.

Product Manager for an \$8M U.S. business of **Square D Company**, a global \$9B company. Columbia, SC.

- Improved financials of business to record levels over 2-year window. Grew orders by 50%, sales by 33% and market share by 2 points with flat headcount and a decrease in total operating costs.

EDUCATION

Bachelor of Science, Electrical Engineering - Clemson University, 1988 graduate
Extensive additional Professional Development

PERSONAL

Married - 17 years, 2 children – ages 11 & 9

Hobbies - spending time with my family, church activities, community / charity / mission involvement, golf, coaching girls soccer, finance, college sports

Lexington County Council

Board/Commission Nomination Form

Name of Board/Commission: Lexington County Variance Board

Nominee: Walter L. "Tripp" Hunter III

Address: 331 Kenwood Drive, Lexington, S. C. 29072

Employed by: Walter L. Hunter Construction Company Inc.

Address: 118 Draftswood Road, Lexington, S. C. 29073

Home Telephone: 803-951-7391

Business Telephone: 803-796-7544

Mobile Phone: 803-513-7607

Beeper Number: 803-513-7607

Fax Number: 803-796-7545

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

Background information (include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving): I, Tripp Hunter was born in Columbia, South Carolina in October of 1960. I graduated from James H. Hammond Academy in 1978 and The Citadel in 1982 with a BS in Civil Engineering. After graduation I went to work for Walter L. Hunter Construction Company as a Superintendent/Project Manager, where I am now owner. In 2004 I retired from the South Carolina Air National Guard as a Lt. Colonel and Commander of the 169th Civil Engineers Squadron. I was an initial member of the Knights of the Vista Rotary. I am currently coaching baseball in Dixie Youth Program at the Lexington Ball Park Complex. I am on rotation as an usher at Saxe Gotha Presbyterian Church. I have been asked by the Community Open Land Trust to sit on board that is forming as a mirror to the River Alliance.

Submitted by: _____

Lexington County

Council

Council District Number: _____

Telephone 803-785-8103

Date: _____

Fax 803-785-8101

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

Name of Board/Commission: Appeals Board for Stormwater Ordinance and Land Development

Nominee: Manual Robert T. Blackwell, P.E.

Address: 10 Fish Haul Road Columbia, SC 29209

Employed by: Cox and Dinkins, Inc.

Address: 724 Beltline Boulevard Columbia, SC 29205

Home Telephone: 803-743-0590 Business Telephone: 803-254-0518

Mobile Phone: 803-238-7934 Beeper Number: NA

Fax Number: 803-765-0993

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

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

BS - Engineering University of South Carolina 1983

Licensed Professional Engineer - South Carolina #12542 (1989)

Building Committee - Shandon Baptist Church

No prior service on county boards or commissions

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

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

Name of Board/Commission: Stormwater Appeals Board
Nominee: R. Hugh Caldwell
Address: 400 Mill Creek Rd., Lexington, SC 29072
Employed by: Richland County (Soil & Water Conservation District)
Address: 2020 Naughton St., Room 3063A, Columbia, SC 29204
Home Telephone: 803-359-4507 Business Telephone: 803-576-2082
Mobile Phone: 803-609-1041 Beeper Number: _____
Fax Number: 803-576-2088

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

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

Received BS degree from Clemson University - June 1965
in Agriculture Education - Employed by USDA - Soil
Conservation Service/Natural Resource Conservation Service - June
1965 thru Dec 1998 - Employed by Richland County - Richland
Soil & Water Conservation District - Jan 1999 to present.
Provided Technical Assistance to Lexington Soil & Water Conservation
District in review of Development Plans - Commercial, Subdivision, etc.
for Lexington County to certify or approve that plans complied
with Lexington County Sediment Control Ordinance (1983-1998)
Presently serve on the Richland County Department Review Team
in review of development plans for Sediment Control, Storm
water runoff - water quality, etc.

Submitted by: _____ Lexington County Council
Council District Number: _____ Telephone 803-785-8103
Date: _____ FAX - 803- 785-8101

I have worked with Soil & Water Conservation District Boards for 43 years, working with land users in conserving and enhancing all natural resources.

I am active in my neighborhood Association in Lexington County, an active member & Treasurer of Pisgah Lutheran Church and have worked with many charitable organizations (Heart Fund, Cancer Society, Diabetes, etc) in fund raising activities.

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

Name of Board/Commission: Lexington County Stormwater Appeals Board

Nominee: Larry C. Cooke

Address: 23 Huntwick Court, Columbia, S.C. 29206

Employed by: David Brown Realty, Blythwood, S.C.

Address: Blythwood, S.C.

Home Telephone: 803-782-5466 Business Telephone: _____

Mobile Phone: 803-261-1140 Beeper Number: _____

Fax Number: Email: Lcooke@sc.rr.com

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

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

BS in Business Administration - University of South Carolina

Low Impact Development sub-committee - Midlands Urban Conservation Committee

Central Midlands Council of Government - Board of Directors, Chairman - Rail Transportation Planning Committee, Regional Planning and Development Committee.

Watershed Academy - Clemson

Certified Erosion Control and Sediment Prevention Inspector - DHEC

Certified Stormwater Plan Reviewer Program - Clemson

U S Green Building Council

Environmental Education Association of SC

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

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

Name of Board/Commission: _____

Nominee: Sue S. Green

Address: 1093 Corley Mill Rd., Lexington, SC 29022

Employed by: Summer-Green Co. & Community Open Land Trust

Address: Same as above

Home Telephone: 996-0617 Business Telephone: 996-0223

Mobile Phone: 917-4989 Beeper Number: _____

Fax Number: 996-0223

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

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

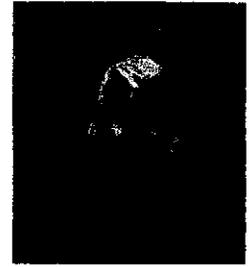
Please see attached Profile of Sue S. Green

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

Sue Sommer Green fills dual roles as Executive Director of Community Open Land Trust and Principal of the Sommer-Green Company. Mrs. Green co-founded Community Open Land Trust in April 2003 with the mission of protecting undeveloped natural areas within communities. She works to fill a void in the land conservation field by providing a means to marry land conservation with responsible development. She worked several years with The Nature Conservancy and now with COLT in protecting natural areas through conservation easements and various other real estate transactions.



Mrs. Green started the Sommer-Green Co. in 1992 offering to her clients a unique combination of knowledge and experience in conservation planning, master planning, low impact development site design, and comprehensive community planning. She works closely with developers in designing the optimum use of the property while developing creative solutions that integrate the development footprint in the natural environment providing cost-effective and environmentally sensitive designs. Ms. Green collaborates with municipal and county governments on sustainable and low impact development practices and quality of life issues.

Mrs. Green received her professional planner accreditation from the American Institute of Certified Planners in 1997.

She graduated with Honors from the University of Georgia School of Environmental Design in 1991 and graduated Cum Laude with her Bachelor of Arts Degree from the University of South Carolina in 1984.

Accomplishment/Significant Projects - Mrs. Green completed the following sample of projects:

- ◆ COLT currently holds nine Conservation Easements preserving over 620 acres.
- ◆ Murray Lindler Estates, LID subdivision in Lexington County, SC
- ◆ Savannah Woods, LID subdivision in Richland County, SC
- ◆ Glenforest School, Wellness Center and Sports Complex, Lexington County, SC
- ◆ Hammonds Hill Patio Homes, conservation development in West Columbia, SC
- ◆ Clemson Univ. Advanced Materials Research Facility, LEED Accredited, Anderson County, SC
- ◆ Saint Katherine, conservation planned unit development, Lancaster, SC
- ◆ Ms. Green coordinated and authored five comprehensive community plans and coordinates and participates in various strategic planning efforts and studies.

Community Outreach – Within the last 3 years, Mrs. Green has served on the following committees:

- ◆ Low Impact Development Committee
- ◆ Midlands Urban conservation Commission
- ◆ Lexington County Stakeholders Committee
- ◆ South Carolina Land Trust Network

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

Name of Board/Commission: Stormwater Appeals BOARD

Nominee: Frank W.Hahne, PE

Address: 142 Sterling Lake Drive

Employed by: Self

Address: N/A

Home Telephone: 803-520-6731 Business Telephone: Same

Mobile Phone: 704-572-0266 Beeper Number: N/A

Fax Number: 803-520-7606

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

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

SEE ATTACHED

Submitted by: Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: FAX - 803- 785-8101

dot/wpdocs/council/nominationform.wpd (11/9/05)

Frank W. Hahne, PE is a registered professional engineer in North and South Carolina with over 40 years of experience in land development and stormwater design. He owned his own consulting engineering and planning firm in New Jersey where he provided innovative land development solutions for residential and commercial developer clients. With his employment with Mecklenburg County he assisted in the preparation of the Huntersville Water Quality Design Manual for the towns LID ordinance, and helped in the training of engineers and architects with their submissions to the planning boards. Mr. Hahne recently retired from Mecklenburg County and is now providing consulting services in North and South Carolina.

Email: FHahne@sc.rr.com

PROFESSIONAL RESUME
FRANK W. HAHNE, P.E.

4/1963 – 6/1972 Draftsman, Junior Engineer, Project Supervisor

Employed by various engineering firms (William H. Schwanewede & Associates, Porter & Ripa Associates, Edward C. Reilly Associates, Inc.) while attending eight (8) years of night school at Newark College of Engineering, now known as N.J. Institute of Technology (NJIT). Received a B.S. in Civil Engineering June 1972.

6/72 – 6/73 Project Supervisor, PE – T&M Associates, Inc, Middletown NJ.

Responsible for design of numerous municipal public road and drainage improvement projects including specifications, bid documents, contract administration and inspection. Represented the firm before State, County and local agencies and planning boards.

6/73 – 1/74 Branch Manager, PE - James P. Kovacs, Inc. Freehold, NJ

Manager of branch office for the firm. Responsible for several senior citizen projects and numerous major subdivision and multi-family projects.

1/74 – 6/77 Director of Engineering – Schoor Engineering, Inc. Matawan, NJ

Responsible for all projects, design, budgets, construction specifications and quality control. Prepared Master Drainage Plans for several municipalities.

6/77 – 3/78 Associate – Bernard R. Berson & Associates, Inc. Fords, NJ

Responsible for major urban drainage improvement project and many major residential subdivisions and site plans.

3/78 – 2/84 Manager – PE - T&M Associates, Inc. Middletown, NJ

Design of various municipal improvements and responsible for contract budget and project administration. Responsible for all non-public clients work for the firm. Coordinate all Planning Board reviews for the firm.

2/84 – 6/96 Owner, President PE, RLS, PP – Frank W. Hahne & Associates, Inc. Red Bank, NJ

Started my own consulting engineering, surveying and planning firm serving private clients throughout New Jersey. Responsible for design, supervision of major planned residential project (The Hills at Bedminster – 5000 units). Design of numerous major subdivisions, commercial developments, site plans for office buildings, shopping centers, schools, churches. Coordinate with environmental experts (wetlands, coastal, etc.) soils and structural consultants and architects for the development of over 500 various projects. Appointed as the municipal engineer for Aberdeen Township, NJ from 1987 to 1992. Served as township engineer, planning board engineer and board of adjustment engineer. Prepared State Aid improvement projects and various municipal road and drainage improvement projects during my tenure.

6/96 – 2/2000 Civil Engineer III – City of Charleston, SC

Employed by the City of Charleston SC to review all subdivisions and site development within the city boundaries. Prepared a new design manual for the city to establish construction standards and specifications for all site improvements. Coordinate with engineers, architects, contractors, developers, and inspectors regarding subdivision and site development throughout the city. In charge of all review for the Daniel Island project, a major new residential development on a separate island annexed by the city.

11/2001 – 6/2002 Plan Reviewer/Engineer - Mecklenburg County, NC

Employed by the County of Mecklenburg Land Use and Environmental Services Agency (LUESA). Review of subdivision and site plans in the six municipalities within Mecklenburg County. Meeting with consulting engineers, architects, developers, NCDOT and municipal officials to discuss various aspects of development proposals. Review of drainage, detention basin, BMP, erosion control and traffic design. Member of design committee for establishing new standards for drainage discharge into stream S.W.I.M. buffer areas.

7/2002 – 1/2008 Project Manager - Mecklenburg County Water Quality

Employed by the County of Mecklenburg Water Quality Department under Rusty Rozzelle. Prepared *Power Point* presentations for public workshops on Low Impact Development (L.I.D.) standards and Water Quality Design Manual for an ordinance for adoption by the Town of Huntersville. Plan review of LID projects and meetings with engineers and developers to show how to implement L.I.D. techniques in their residential and commercial projects. Preparation of *Excel* spreadsheets for the design of Bioretention areas (Rain Gardens) and revised outlet protection standards based on Army Corps Laboratory criteria. Establish training for various County departments in the implementation and inspection of L.I.D. techniques. Presented LID concepts to International LID Conference in Washington DC, UNCC at Asheville, NC Association of Landscape Architects, in 2004, Will present LID concepts at NC State BMP Academy seminar in 2006 as well as South Carolina Council of Governments this Spring. Designed the Rain Garden for the Hal Marshall parking lot adjacent to the County offices, designed the retro-fit of 10 rain gardens into Fairview Park in Mint Hill and 9 rain gardens Shops at Freedom Drive in Charlotte.

Licenses:

Registered Professional Engineer, South Carolina #16290

Registered Professional Engineer, North Carolina #27131

Licensed Professional Engineer, New Jersey *

Licensed Professional Land Surveyor, New Jersey *

Licensed Professional Planner, New Jersey *

Certified Municipal Engineer (CME), New Jersey *

Licensed Real Estate Agent #191281, North Carolina

* (Lapsed)

Lexington County Council

Board/Commission Nomination Form

Name of Board/Commission: Lexington County Variance Board

Nominee: Walter L. "Tripp" Hunter III

Address: 331 Kenwood Drive, Lexington, S. C. 29072

Employed by: Walter L. Hunter Construction Company Inc.

Address: 118 Draftswood Road, Lexington, S. C. 29073

Home Telephone: 803-951-7391

Business Telephone: 803-796-7544

Mobile Phone: 803-513-7607

Beeper Number: 803-513-7607

Fax Number: 803-796-7545

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

Background Information (Include education, community service activities, previous service on county boards/commissions or any other boards/commissions on which you are currently serving): I, Tripp Hunter was born in Columbia, South Carolina in October of 1960. I graduated from James H. Hammond Academy in 1978 and The Citadel in 1982 with a BS in Civil Engineering. After graduation I went to work for Walter L. Hunter Construction Company as a Superintendent/Project Manager, where I am now owner. In 2004 I retired from the South Carolina Air National Guard as a Lt. Colonel and Commander of the 169th Civil Engineers Squadron. I was an initial member of the Knights of the Vista Rotary. I am currently coaching baseball in Dixie Youth Program at the Lexington Ball Park Complex. I am on rotation as an usher at Saxe Gotha Presbyterian Church. I have been asked by the Community Open Land Trust to sit on board that is forming as a mirror to the River Alliance.

Submitted by: _____
Council

Lexington County

Council District Number: _____

Telephone 803-785-8103

Date: _____

Fax 803-785-8101

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

Name of Board/Commission: Appeals Panel for Storm Water Ordinance & Land Development Manual

Nominee: Nick J. Leventis

Address: 100 Hagen Court • Lexington, SC 29072

Employed by: Self Employed (NKD, Inc.)

Address: 1913 Bull Street • Columbia, SC 29201

Home Telephone: 951.2029

Business Telephone: 771.8828

Mobile Phone: 730.1907

Beeper Number: N/A

Fax Number: 799.1612

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

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

- Graduated from Brooklyn-Cayce High School in 1972
- Received BS in Management from the University of South Carolina in 1976
- Served on the Greek Orthodox Church board for 10 years
- Developed and sold commercial and residential real estate since 1984
- Member of HBA and their land development council

Submitted by: Nick J. Leventis

Lexington County Council

Council District Number: _____

Telephone 803-785-8103

Date: May 29, 2008

FAX - 803-785-8101

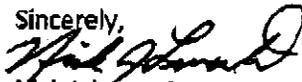
My name is Nick J. Leventis. I am 54 years old and have lived in Lexington county for more than 52 years. I am a divorced father with two daughters (Hagen, 16 and Natalie, 14) that live with me at 100 Hagen Court. I lived in the Cayce/West Columbia area from 1956 to 1993 when I moved to Lexington to the home where I now reside.

I sold residential real estate starting in 1984 and started selling and developing commercial real estate in 1988. I developed a Market Place Winn Dixie shopping center in 1992 in Martinez, Georgia and a subdivision on Lake Murray with more than a mile of shoreline at the same time. I was the realtor acquiring properties for Burger King Corporate and upon the sale of their market to a franchise, acted in the same capacity for the franchisee for eight years.

In 2000 I became very involved in residential development. Since then I have developed seven subdivisions in the Richland/Lexington county areas and one in Conway, SC. I enjoy developing and I am currently designing a 385 lot Low Impact Development in Lower Richland. To the best of my knowledge, this is the first LID project in either Richland or Lexington counties. Approvals are forthcoming and it is my hope that by this time next year, homes will be being built in this unique community.

I would appreciate the opportunity to serve on this appeals panel and appreciate your having selected me to apply for this position.

Sincerely,



Nick J. Leventis

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Stormwater Appeals Board

Nominee: Jim Lewis

Address: 410 Sid Bickley Road, Chapin, SC 29034

Employed by: The Mungo Company

Address: 441 Western Lane, Irmo, SC 29063

Home Telephone: 803-932-0134 Business Telephone: 803-227-8427

Mobile Phone: 803-394-7215 Beeper Number: _____

Fax Number: 803-932-0134

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

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

see attached biographical

no other commissions or boards

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

James W. Lewis, Jr.

Jim Lewis currently serves as the Environmental Operations Manager for The Mungo Company in Columbia, SC. Prior to going to work for The Mungo Company, he retired as the state wildlife biologist in South Carolina, for the United States Department of Agriculture, Natural Resources Conservation Service.

Jim is a graduate of the University of Georgia, School of Forest Resources with a major in Fish and Wildlife Management. With the Mungo Company, Jim coordinates federally jurisdictional wetland reviews, determinations and permitting. He also implements wetland and stream mitigation for development projects, as well as mitigation opportunities for the commercial sale of credits.

Jim began his career with the U. S. Soil Conservation Service in Georgia and Alabama, prior to coming to South Carolina in 1979. He served as state wildlife biologist until 2005.

Jim's experience includes being a certified trainer for federal wetland delineation for the U. S. Army, Corps of Engineers, Environmental Protection Agency, U. S. Forest Service, and U. S. Department of Agriculture personnel. He was also responsible for developing wetland restoration plans for mitigation permitting, and the USDA Wetland Reserve Program. He was instrumental in initiating the first regional trout stream restoration effort in South Carolina, through USDA and the Natural Resources Conservation Service.

Jim is the current president of Lewis Wildlife and Wetland Consulting, Inc. in White Rock, South Carolina, consulting in wildlife management and wetland, environmental applications with the U. S. Army, Corps of Engineers and South Carolina Department of Health and Environmental Control. He is a member of The Wildlife Society and is a Certified Wildlife Biologist.

In 2007, combining years of experience and relationships, Jim joined with Yancey A. McLeod to form NRPM, Natural Resource Protection & Mitigation, LLC, for the purpose of working with landowners on stream and wetland mitigation and conservation projects.

Jim led a discussion on "Developing Environmentally Friendly Housing Communities" at the December 11, 2007, SC Soil & Water Conservation Society Symposium, "Balancing Growth with Environmental Integrity in Urban Development". January 30, 2008, he made a presentation on "Mitigation, Monitoring and Contingency Plans for Wetland Development" at the

"Administration and Enforcement of the Wetlands in South Carolina" conference, sponsored by the U. S. Department of Justice for the District of South Carolina and the U. S. Army Corps of Engineers.

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: Appeals Panel for the Stormwater Ordinance and Land Development Manual

Nominee: **Brian Peeler**

Address: **255 Tomahawk Drive; Chapin, SC 29036**

Employed by: **Brian H. Peeler, PE**

Address: **255 Tomahawk Drive; Chapin, SC 29036**

Home Telephone: **(803) 345-3733**

Business Telephone: **(803) 345-9600**

Mobile Phone: **(803) 413-7631**

Beeper Number:

Fax Number: **(803) 345-9600**

Is nominee aware of board/commission activities and responsibilities: **Not yet**

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

I graduated from The Citadel in 1989 with a Bachelor of Science in Civil Engineering.

I became a Professional Engineer in 1994 and licensed in both South and North Carolina.

I have worked exclusively in the public sector and have worked for several civil engineering firms in the Greater Columbia area and in Charlotte. I started my own firm in 1997 and have been in business for myself for over eleven years. Some of the projects I worked on included site plans that ranged in size from ¼ acre to 70+ acres; subdivisions ranging from 3 lots to several hundred lots; drainage studies; water, sewer, and pump station design; and master plan design.

I am involved with my church as a deacon and a Sunday school teacher. I am also involved in the Boy Scouts of America as both a Council and Troop committee member.

Submitted by: _____

Lexington County Council

Council District Number: _____

Telephone: (803) 785-8103

Date: _____

FAX: (803) 785-8101

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

Name of Board/Commission: Lexington Co. Stormwaters Appeals Board

Nominee: Jerry L. Shrum

Address: 549 Plymouth Pass Dr., Lexington, SC 29072

Employed by: S.C. Forestry Commission

Address: 5500 Broad River Road, Columbia, SC 29212

Home Telephone: 996-3639 Business Telephone: 896-8892

Mobile Phone: 467-0459 Beeper Number: _____

Fax Number: 896-8896

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

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

Education - A.S. Business Administration, B.S. in Education, Natural Sciences, JMA in Education, Natural Sciences.

20 years experience as classroom teacher, 12 years experience as Education Coordinator for S.C. Forestry Commission.

No previous experience on county boards/commissions

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803-785-8101

Name: Jerry L. Shrum

Date of Birth: 9/24/51 (Monroe, NC)

Agency/Title : S.C. Forestry Commission - Environmental Education Coordinator

Business Address : P.O. Box 21707
Columbia, S.C. 29221

Business Telephone : (803) 896-8892

FAX # (803) 896-8896

e-mail : jshrum@forestry.state.sc.us

EDUCATION :

Degrees: A.S. Business Administration - Wingate College, Wingate, N.C., 1971

B.S. in Education- Natural Science - U.S.C., Columbia, S.C., 1976

IMA in Natural Science Education - U.S.C., Columbia, S.C., 1986

S.C. PROFESSIONAL TEACHING CERTIFICATE # 113072

WORK EXPERIENCE :

Sept. 3, 1996 to Present - Environmental Education Coordinator for the S.C. Forestry Commission, S.C. Project Learning Tree State Coordinator

Presently in charge of developing and coordinating educational programs for the Forestry Commission. Duties include development of Harbison State Forest as a teaching forest and Harbison Environmental Education Center as a hub for teacher training and an educational resource for the community. Activities include developing, conducting and coordinating Project Learning Tree (PLT) professional development workshops for educators and PLT facilitator workshops throughout the state, coordinating with other state agencies environmental workshops and programs, conducting school tours and instruction at Harbison State Forest and other facilities throughout the state, development and coordination of the Wood Magic Forest Fair statewide program for 4th grade students/teachers, development and coordination of the S.C. Teachers' Tour throughout the state. Presently serving as state coordinator for S.C. Project Learning Tree, supervising 200 facilitators throughout South Carolina. Also represent the SC Forestry Commission on various committee's and projects as required. Certified teacher in South Carolina since 1976.

Jan. 1977 through Aug. 1996 - Science Instructor (19.5 years experience) - Whitlock Jr. High School, Spartanburg District 7 Schools. Instructed classes in Biology, Geology, Chemistry, Meteorology, Physical and Life Sciences, Applied Science courses and Gifted and Talented programs using classroom and hands-on techniques. Twice chairman of the Science Department with supervision of 10 teachers, budgeting and implementing programs and courses in grades 7 through 9. Served on District Curriculum Development Committee to design and implement K through 12 Science curriculum. APT trained and experienced at supervising new practice teachers.

1972 to 1974 - Territorial Sales Representative for Thompson Dental Supply Company, Columbia, S.C.. Service and sales representative in Columbia, responsible for installation and repair of dental equipment. Transferred to Charleston, S.C. to develop sales territory and work with medical students.

Accomplishments:

Committee Work and other Pertinent Information :

- **State Coordinator for Project Learning Tree** since 1996, serve on the state Steering Committee
- Selected to serve as a **PLT Coordinators Mentor** to train and assess statewide PLT programs and help write strategic plans for other PLT programs throughout the US.
- **Chairman of Coalition for Natural Resource Education committee** to correlate all state sponsored programs (Project Learning Tree, Project WILD, Aquatic WILD, SC MAPS program, Project WET, Teaching KATE) to the new State Science Curriculum Standards.
- Elected by peers throughout the US to serve as the PLT Coordinator representative on the **National Project Learning Tree Education Operating Committee from 2003 till 2006**. This position represents PLT Coordinators in all 50 state, all U.S. Territories and seven foreign countries.
- Served on the **Governors' Interagency Council on Natural Resources Policy – Environmental Education Committee**.
- Represent the S.C. Forestry Commission on the **Coalition for Natural Resource Education**
- Serve on the **Governors S.C. Environmental Awareness Award Selection Committee** from 1998 to 2001.
- Served on the **Spartanburg District 7 Curriculum Development Committee** to design and implement K through 12 Science curriculum.
- Chairman of the **SACS Committee** to review goals and accomplishment of Whitlock Junior High School (5 and 10 year review process).
- **Clemson University Agricultural Education Advisory Committee** in 2006 to present to develop the Agriculture, Food and Natural Resources Career Cluster in South Carolina.

Awards:

- Received the **2006 EEASC's (Environmental Education Association of S.C.) annual Award for Outstanding Leadership in Environmental Education**.
- Received the **2006 S.C. Forestry Association's Charles H. Flory Distinguished Service Award in recognition of outstanding leadership in forestry education** through Project Learning Tree, S.C. Teachers Tour, and the S.C. Wood Magic Forest Fair.
- **2007 Project Learning Tree's Gold Star award** for outstanding leadership and service in Project Learning Tree's national program.

LEXINGTON COUNTY COUNCIL
BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: STORMWATER APPEAL BOARD

Nominee: ROBERT M. STEELE

Address: 2007 DOMINION DRIVE, COLUMBIA, SC 29209

Employed by: THE LPA GROUP INC

Address: 700 HUGER STREET, COLUMBIA, SC 29209

Home Telephone: (803) 776-2277 Business Telephone: (803) 231-3852

Mobile Phone: (803) 603-1686 Beeper Number: -

Fax Number: (803) 779-0777

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

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

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

Brief Resume - Lexington County Council Board/Commission Nomination

Robert M. Steele
2007 Dominion Drive
Columbia, SC 29209

I attended Bluefield College, Bluefield, VA - 1957-1959 - Studied Chemistry
I attended VA Tech, Blacksburg, VA - 1959-1961 - Studied General Science
International Correspondence Schools - 1962-1966 - Diploma in Highway Engineering
and Sanitary Engineering (completed these studies while working full time for the
Virginia Department of Highways)
I attended Liberty University, Lynchburg, VA - 1973-1977 - BS Degree in Biology

I have worked in the field of Civil Engineering for 41-Years (1967 - present). Most of
this time was concentrated in working on Drainage Projects (Hydrology and Hydraulics -
Surface Flows).

I am very active in my Church. I have spent many hours in running the Sound System for
the services. Also, I have spent many hours each week, at home, preparing cassette tapes
and CD's for duplication and the Tape/CD Library. These tapes have been distributed to
Shut-Ins, Prison Inmates and Missionaries.

I have not had the opportunity to serve on any local or state boards/commissions.

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

Name of Board/Commission: _____

Nominee: CHARLES TYER

Address: _____

Employed by: UNIVERSITY of SC

Address: _____

Home Telephone: _____ Business Telephone: 803-777-4483

Mobile Phone: _____ Beeper Number: _____

Fax Number: _____

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

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

Attached

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

Professor Charles Tyer

PhD., University of Tennessee
Director, Masters of Public Administration
Email: tyer@sc.edu Phone: 803-777-4483

Charlie Tyer has been a faculty member in public administration in the Department of Government at the University of South Carolina since 1976. He specializes in financial management and local government administration. He holds degrees from East Carolina University and the University of Tennessee. For 10 years he directed the Bureau of Governmental Research & Service at USC, now renamed the Institute of Public Affairs.

He also serves as a Senior Fellow in the Institute of Public Affairs, Center for Governance. For 9 years he was Managing Editor of the Institute's magazine, the South Carolina Policy Forum. He is currently Editor-in-Chief of the Center for Governance's publication series on local government. These include publications on budgeting, forms and powers of local government, local government planning and South Carolina state government. He is now editing, designing and writing a series of web based publications on S. C. local government and directing a multi-year project to develop teaching materials on S. C. government for both secondary and college level use.

Professor Tyer has written widely on public affairs and South Carolina government in particular, including a 2 volume book series on local government in S. C. His writing on South Carolina government ranges over such topics as the property tax, solid waste management, lotteries, term limits, stormwater management, annexation, mandates, planning and zoning -- usually with a local government focus. Among the journals his work has appeared in are Public Administration Review, Public Budgeting and Finance, Public Personnel Management, Public Budgeting, Accounting and Financial Management, The International Journal of Public Administration, The Municipal Finance Journal, Public Administration Quarterly and the International City Management Association's Public Management. He also serves on the editorial board of several academic journals.

From 1989 to 1997, he served on the Irmo Town Council. He served as Mayor Pro Tem from 1991 to 1995 and chaired council committees on budget and finance, planning and public safety during his tenure on the Council. He was appointed by Governor Hodges in 2000 to serve on the board of the Richland-Lexington Disabilities and Special Needs Board.

LEXINGTON COUNTY COUNCIL BOARD/COMMISSION NOMINATION FORM

Name of Board/Commission: _____

Nominee: Jason Wilkie

Address: P.O. Box 1350 Lex SC 29071

Employed by: J.C. Wilkie Construction, LLC

Address: 349 Buck Conley Court Lex SC 29073

Home Telephone: 803-892-2015 Business Telephone: 803-808-3220

Mobile Phone: 803-600-2438 Beeper Number: _____

Fax Number: 803-808-3262

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

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

BS Civil Engineering from USC

PE in south Carolina

President of J.C. Wilkie Construction, LLC

Member of Lake Murray Baptist Church

Submitted by: _____ Lexington County Council

Council District Number: _____ Telephone 803-785-8103

Date: _____ FAX - 803- 785-8101

EXHIBIT "B"

Engineers	Developers	Contractors	Environmental Stewards	Environmental Consultants	Stormwater Professionals
Robert Blackwell	Carl Berry	Tripp Hunter	Jerry Shrum Hugh Caldwell	Larry Cook Sue Green	Robert Steele Frank Hahne

EXHIBIT C

BY-LAWS

Lexington County Stormwater Advisory Board

Article I – The Advisory Board

Name of Commission The Official name of the Board shall be the Lexington County Stormwater Advisory Board.

Establishment The Advisory Board was established by enactment of an ordinance to organize the board which was adopted by Lexington County Council.

Article II – Officers

Officers Annually, at the regular meeting of the Advisory Board held in the month of January, the Commission shall elect a Chairman and a Vice-Chairman. The Secretary shall be appointed by the Board and shall be an officer or employee of the governing authority of Lexington County. The officers may succeed themselves.

Chairman The Chairman shall preside at all meetings of the Advisory Board and at other meetings and public hearings called by the Board. He shall call special meetings of the Advisory Board when required and shall transmit reports, plans, and recommendations of the Advisory Board to the Director of Public Works, and, in general, shall act as spokesman for the Board.

Vice-Chairman The Vice-Chairman shall serve as Chairman in the absence or the disability of the Chairman. In the event of the death or resignation of the Chairman, the Vice-Chairman shall perform the latter's duties until such time as the Board shall elect a new Chairman.

Secretary The Secretary shall assist the Chairman in the preparation of the agenda for Advisory Board meetings, shall prepare and send out notices for regular and special meetings, shall prepare and distribute minutes of Board meetings, and shall establish and maintain the Board files and its books of account.

Additional Duties The Chairman, Vice-Chairman, and Secretary shall perform such other duties and functions as may from time to time be required by the Board or by its by-laws.

Article III – Meetings

Regular Meetings The regular meetings of the Advisory shall be held on the second Thursday of January, April, July, and October.

Special Meetings Special meetings may be called by the Chairman, provided that reasonable advance notice is given to each member.

Quorum A Quorum shall consist of two-thirds of the appointed membership.

Order of Business The Secretary shall prepare the agenda of the regular meetings so that items represented by persons expected to be in attendance shall be considered first while items anticipated to have lengthier discussions shall be considered last.

Meetings and Records Open All meetings of the Advisory board at which official action is taken shall be open to the public and all records of the Board shall be a public record.

Attendance of Members If any member shall fail to attend three (3) consecutive regular meetings of the Advisory Board, such member shall be deemed to have resigned. The Advisory Board shall request the county Council to fill the vacancy.

Article IV – Amendments to By-Laws

Amendments to By-Laws Changes may be made to the by-laws of the Advisory Board by the affirmative vote of three-fourths of the appointed members of the Board.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: November 13, 2008
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator
RE: Sustainable Skylines Grant Opportunity

On November 12, 2008 the Central Midlands Council of Governments (COG) and the Greater Columbia Chamber of Commerce (Chamber) held a meeting concerning the release of the Environmental Protection Agency's (EPA) Sustainable Skylines grant application. Sustainable Skylines is a program aimed towards assisting communities with programs that reduce emissions and increase sustainability in an effort to improve air quality. The goals of the program are to integrate transportation, energy, land use and air quality planning; show measurable results within 3 years for programs that are implemented, promote cooperation among local stakeholders, and leverage resources among partners. A strong emphasis is placed on areas with strong partnerships and the involvement of the private sector. The grant will provide approximately \$100,000-150,000 along with technical assistance to awardees, there is no required match.

The applicant for the grant will be the Chamber's Good to Great Foundation a certified 501c3 non-profit. The COG will write the grant application. At the November 12th meeting projects were identified to be included in the grant application, the most relevant to the County is increased support of the Central Midlands Lawn Mower Exchange. Other projects are in the areas of energy and climate, diesel engines, and green buildings and developments. All of which are areas that will improve air quality in the Midlands.

The Chamber and the COG are requesting letters of support from local stakeholders that will be included in the grant application by December 5, 2008. The grant is due on December 17, 2008. I ask that this information be presented to the Public Works Committee and be reported out to full Council for approval of a letter of support.

County of Lexington

County Council
212 South Lake Drive, Room 601
Lexington, South Carolina 29072

TELEPHONE: (803) 785-8103 FAX: (803) 785-8101

November 18, 2008

James E. Kinard, Jr.
District 1

William C. Derrick
District 2
Chairman

George H. Davis
District 3

Debra B. Summers
District 4
Vice Chairman

Bobby C. Keisler
District 5

Johnny W. Jeffcoat
District 6

John W. Carrigg, Jr.
District 7
Parliamentarian

William B. Banning, Sr.
District 8

M. Todd Cullum
District 9

The Good to Great Foundation
% The Greater Columbia Chamber of Commerce
930 Richland Street
Columbia, South Carolina 29201

RE: Sustainable Skylines Initiative

Dear Sir or Madam:

I am writing to you with regard to Lexington County's support of the Sustainable Skylines Initiative.

The importance of this program cannot be overstated. With the revised ground level ozone standards and borderline monitoring results concerning particulate matter, it is important for local governments, businesses, organizations and other stakeholders to consider comprehensive and sustainable programs aimed towards reducing emissions and improving air quality in the Central Midlands. The collaborative efforts that will be created and strengthened through the Sustainable Skylines Initiative are a great step towards achieving these goals.

Lexington County worked diligently under the Early Action Compact to implement and support air quality programs and policies aimed at fostering partnerships improving air quality. This is another positive step towards not only improving air quality, but the quality of life for the citizens of the Central Midlands.

Lexington County is willing to work with the Good to Great Foundation on the projects identified and looks forward to continuing to establish an atmosphere of cooperation among stakeholders.

I am pleased that the Good to Great Foundation has proposed this commendable project to foster partnerships between stakeholders in the Central Midlands with the goal of achieving cleaner air. This initiative will do much to make the Central Midlands area a healthier place to live. I truly hope funding is granted.

Sincerely,

William C. Derrick
Chairman
Lexington County Council

WCD/jrb

County of Lexington

Department of Solid Waste Management

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

To: Adam DuBose, County Grants Manager

From: Mary Pat Baldauf, Recycling Coordinator

Date: November 7, 2008

Re: Palmetto Pride Grant Application

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

We are proposing the awarded funds be used to 1) tarps to giveaway at the Collection and Recycling Centers to help prevent trash from spilling out as litter is transported and 2) dashboard sticky pads imprinted with a "tarp your load" message.

Our application is due November 17, but since the Council meeting isn't until November 18, I have gotten a short extension. We are respectfully requesting that Council consider and report out the application at their November 18 meeting so we can get the application in a timely manner.

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

**COUNTY OF LEXINGTON
SW/PALMETTO PRIDE GRANT
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	Received Thru June 2007-08	Amended Budget Thru June 2007-08	Projected Revenue Thru June 2007-08	Requested 2008-09	Approved 2008-09
* SW/Palmetto Pride Grant - 5725							
Revenues:							
459900	Miscellaneous Payments & Grants	0	8,000	8,000	8,000	8,000	
461000	Investment Interest	0	78	0	78	0	
** Total Revenue		<u>0</u>	<u>8,078</u>	<u>8,000</u>	<u>8,078</u>	<u>8,000</u>	
***Total Appropriation					8,000	8,000	
FUND BALANCE							
Beginning of Year							
					<u>0</u>	<u>78</u>	
FUND BALANCE - Projected							
End of Year							
					<u>78</u>	<u>78</u>	
Grant Matches:							
Federal - 100%							

Fund: 5725
Division: Solid Waste
Organization: 121207 SW/Recycling

BUDGET							
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (June)	2007-08 Amended (June)	2007-08 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	
Operating Expenses							
521000	Office Supplies	0	0	35	0	0	
521200	Operating Supplies	0	0	7,965	0	0	
* Total Operating		0	0	8,000	0	0	
** Total Personnel & Operating		0	0	8,000	0	0	
Capital							
(225) Tarps (53" x 72")					3,600	3,600	
(225) Tarps (62" x 72")					3,600	3,600	
(250) Imprinted Dashboard Sticky Mats					800	800	
** Total Capital		0	0	0	8,000	8,000	
*** Total Budget Appropriation		0	0	8,000	8,000	8,000	

PalmettoPride

Your Anti-Litter Organization

Community Pride Grant Application Cover Page

PLEASE TYPE OR PRINT ALL INFORMATION

Organization Lexington County Solid Waste Management

Contact Person Mary Pat Baldauf

Address 498 Landfill Lane

City Lexington County Lexington Zip 29073

Telephone (803) 785-3340 Fax (803) 755-3833

Email mpbaldauf@lex-co.com

*** Please note: The contact person identified above will receive the grant check and all grant-related correspondence.**

I. Type of Organization (please check)

- Neighborhood or community group – up to \$2,000
- City or Municipality – up to \$4,000
- County or State Agency – up to \$8,000
- Keep America Beautiful Affiliate Startup (**New Affiliates Only**) – up to \$10,000
This \$10,000 start up grant will only be awarded to groups who successfully complete the new Keep America Beautiful affiliate certification process.

II. Projected number of participants in project:

Staff 20 Community Members 500+ Elected Officials 12

Law Enforcement TBD

III. Type of Activity (please check all that apply)

- Litter Reduction
- Beautification
- Keep America Beautiful Startup (**New Affiliates Only**)
- Cleanup Supply Donation (**Complete Supply Request Form Below**)

ITEM	QUANTITY
Gloves	
Safety Vest	
Trash Bags	

IV. Amount of Funding Requested: \$8,000.00

Print Form

TERMS AND CONDITIONS

Upon submission of this proposal, the applicant will be bound by its contents. In the event PalmettoPride accepts this proposal, the applicant will fully comply with the terms and conditions detailed below:

1. The organization will maintain a proper accounting system in accordance with generally accepted accounting principles, retain appropriate financial records, and provide supporting documentation of all expenditures. Some grants may be administered through a governing body, such as County or City Council.
2. The organization will initiate and complete all work outlined in the project description within the applicable time frame.
3. The organization will carry out the proposal activities in active collaboration with local community organizations.
4. The organization will provide to PalmettoPride an interim and a final report documenting program status and successes and a final financial report outlining expenditures.
5. Amendments to the grants are permitted upon the mutual agreement of PalmettoPride and the grantee organization and will become effective when specified in writing by PalmettoPride.
6. If the applicant does not comply with the terms of this agreement, the applicant may be required to reimburse PalmettoPride for grant funds up to the total grant awarded.

Signatures Required:

<hr/>	Date _____
Authorized Representative of Organization	
<i>Mary Pat Baldauf</i>	
<hr/>	Date <u>October 27, 2008</u>
Signature of Project Coordinator for Grant (Contact Person)	
<hr/>	Date _____
Board Member (if applicable)	

CHECKLIST FOR PALMETTOPRIDE COMMUNITY PRIDE GRANT

Answer the following questions by checking the appropriate response. Then attach this form to the last page of your application.

NOTE: If your answer to any of these questions is no, your application will be considered incomplete and may not be funded.

- Yes ___ No Cover Page (Did you complete the application cover page in its entirety?)
- Yes ___ No ___ N/A Itemized Budget (Is the amount requested on the cover page the same total that is specified on the budget form?)
- Yes ___ No Proposal Narrative (Is the proposal narrative only three, typewritten, double-spaced pages with 12-point font?)
- ___ Yes ___ No N/A Copy of Maintenance Agreement (Have you included documentation of the maintenance agreement for beautification projects only?)
- ___ Yes ___ No N/A Schematic of Beautification Plan (Have you included the schematic and photos of intended project area for beautification projects only?)
- Yes ___ No Terms and Conditions (Do you have all appropriate signatures?)
- Yes ___ No Letters of Support (Did you include at least two letters of support from elected officials?)
- Yes ___ No Entire Proposal (Did you include a marked original and two (2) copies of the entire proposal? Does the grant have a **November 17, 2008** postmark?)

Mary Pat Baldauf
Signature of Project Coordinator for Grant (**Contact Person**)

Date October 28, 2008

I. COMMUNITY INVOLVEMENT

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

II. LITTER REDUCTION AND/OR BEAUTIFICATION ACTIVITIES

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

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

Joe Mergo, former department head and current Deputy County Administrator, served on PalmettoPride's Waste Haulers Committee. Mary Pat Baldauf, the County's Recycling Coordinator, has been extensively involved in litter prevention activities and is incorporating anti-litter messages throughout out recycling outreach and education programs. Collection and Recycling Center Coordinator Tom Harmalik is also active in illegal dumping issues and cleanups throughout the County.

III. GOALS AND OBJECTIVES

In Lexington County, residents have two options for garbage disposal and recycling: 1) residents may take their household garbage and recycling to one of the County's 12 Collection and Recycling Centers for disposal, or 2) contract with franchise area service providers for curbside collection of garbage and recycling.

More than 75 percent of residents use the Collection and Recycling Centers, traveling at least several miles from their residence to the center with garbage and recyclables in their vehicles. The most recent counts indicate that almost 1,600,000 vehicles enter our sites per year, with the larger sites having traffic of more than 20,000 vehicles a month. Many of these vehicles are pick up trucks, and many of the loads come in uncovered.

Lexington County requests \$8,000 from the Palmetto Pride Community Pride Grant to educate drivers about the use of tarps and provide a limited number of free tarps for distribution at the Collection and Recycling Centers as follows:

\$7,200	450 vinyl tarps (25 53"x72" size, 225 62"x77" size)
\$ 800	250 dashboard sticky mats imprinted with a "Tarp your load – it's the law" imprint

We will target three to four of our largest sites, as well as the landfill, on a designated day, perhaps during Zero Tolerance for Litter Day. Any leftover tarps will be distributed at special events and at the landfill.

As part of the Community Pride Grant, we will conduct regular clean ups, as well as participate in the Great American Cleanup through Keep the Midlands Beautiful.

IV. BENEFITS

- Reduction of litter from uncovered loads
- Increased education regarding use of tarps

November 18, 2008

PalmettoPride Community Pride Grants Program
2700 Middleburg Place, Suite 216
Columbia, South Carolina 29204

Dear PalmettoPride:

On behalf of Lexington County Solid Waste Management, we wish to express our enthusiastic support for their Community Pride Grant application of \$8000 to fund a tarp distribution and public education campaign on their use.

Because seventy-five percent of Lexington County residents transport their household garbage to County Collection and Recycling Centers, many in trucks with unsecured loads, this funding would allow us to make a tremendous impact on litter prevention in our County.

Lexington County and our Solid Waste Management Department have long been involved in litter prevention and recycling activities, largely through PalmettoPride. We appreciate your ongoing efforts to eradicate litter in South Carolina and look forward to using Community Pride Grant funding to create an even cleaner, more beautiful Lexington County.

Sincerely,

William C. Derrick
Chairman, Lexington County Council

James E. Kinard, Jr.
Chairman, Solid Waste Landfill Committee

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



APPOINTMENTS BOARDS & COMMISSIONS

November 18, 2008

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 expired 11/01/08 – Eligible for reappointment

BOBBY KEISLER

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

JOHN CARRIGG

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

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

TODD CULLUM

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

Assessment Appeals Board - Bill Power - Term expired 09/21/08 - Eligible for reappointment

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

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 6, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Administrative Building Lower Parking Lot and Auxiliary Building
Beautification Project
B09007-10/30/08S
Building Services**

Competitive bids were solicited and advertised for Administrative Building Lower Parking Lot and Auxiliary Building Beautification Project for Building Services.

Randy Quattlebaum, Building Services Manager; Robbie Derrick, Zoning Assistant; Rhett Bickley, Landscape Administrator; and Angela M. Seymour, Procurement Officer evaluated the bids. It is their recommendation to award this project to Greenview Landscaping, Inc. as the lowest responsive bidder. The total cost, including applicable sales tax, is \$42,725.00.

Funds are appropriated in the following account:

1000-111300-5A9404	Auxiliary Building – Irrigation	\$ 5,800.00
1000-111300-5A9405	Auxiliary Building – Landscaping	\$ 29,825.00
1000-111300-5A8529	Administration/Judicial Landscaping	\$ 7,100.00

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 November 18, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Randy Quattlebaum, Building Services Manager
Robbie Derrick, Zoning Assistant
Rhett Bickley, Landscape Administrator;

County of Lexington

Bid Tabulation

B09007
AMS
10/30/2008

B09007-10/30/08S

Administrative Bldg & Auxiliary Bldg Campus Beautification Project

Item	Qty	U/M	Description	Greenview Landscaping, Inc.		Horizon Construction Association		Ponyhill Nursery & Landscaping		L-J, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Lt	Administrative Bldg & Auxiliary Bldg Campus Beautification Project		\$31,900.00		\$119,300.00		\$39,479.00		No Bid

OPTIONS : (for Auxiliary Bldg Campus only)

2	1	EA	Installation of weed mesh		\$ 2,025.00		\$ 4,500.00		\$ 4,425.00		No Bid
3	1	EA	Installation of an Irrigation System		\$ 5,800.00		\$ 12,500.00		\$ 4,500.00		No Bid
4	1	EA	Installation of an Aluminum Fence		\$ 3,000.00		\$ 12,000.00	Did Not Meet Specificatons			No Bid
			Subtotal		\$ 10,825.00		\$ 29,000.00		\$ 8,925.00		No Bid
			Total (Bid and Options)		\$42,725.00		\$148,300.00		\$48,404.00		No Bid

****L-J, Inc. no bid this project of concerns over the requested warranty on non-irrigated plant materials.****

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

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 6, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

SUBJECT: **Auxiliary Administration Re-Roofing Project**
B09016-10/27/08S
Building Services

Competitive bids were solicited and advertised for the Auxiliary Administration Re-Roofing Project. This project consists of replacing approximately 56,000 SFT of roofing materials. A mandatory pre-bid was held on October 13, 2008, in which ten (10) roofing contractors attended. We received seven (7) bids and two (2) no bids (See attached bid tabulation).

The bids were evaluated by Randy Quattlebaum, Building Services Manager; Rob Lyon, Lyon and Associates, LLC - Roofing Consultant; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to Lloyd Roofing Company, Inc. as the lowest bidder. The total cost, including applicable sales tax, is \$ 482,777.00, plus a contingency amount of \$48,277.00 (10% of cost – recommended by Roofing Consultant), for the unknown quantities of insulation and metal decking that are actually replaced during the project.

Funds are appropriated in the following accounts:

1000-111300-5A9050	Auxiliary Administration Re-Roofing Project	\$482,777.00
1000-111300-5A9050	Contingency Funding	\$ 48,277.00

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 November 18, 2008.

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

County of Lexington

Bid Tabulation

B09016
JAH
10/27/2008

B09016-10/27/08S

Auxiliary Administration Re-Roof Project

Item	Qty	U/M	Description	I & E Specialties		Aqua Seal Mfg. & Roofing		Fort Roofing & Sheetmetal		Lloyd Roofing Company		C.E. Bourne & Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	JOB	Re-Roofing all Low Slope Areas		NO BID	\$498,760.00	\$498,760.00	\$565,340.00	\$565,340.00	\$482,777.00	\$482,777.00	\$509,950.00	\$509,950.00

Additives:

2	UNK	EA	Replacement of isocyanurate insulation board (4' x 8' size)		NO BID	\$35.00 each		\$50.00 each		\$40.00 each		\$32.00 each	
3	UNK	EA	Replacement of isocyanurate insulation board (4' x 4' size)		NO BID	\$18.00 each		\$25.00 each		\$20.00 each		\$16.00 each	
4	UNK	SFT	Metal Deck Replacement		NO BID	\$8.00 sft		\$5.50 sft		\$6.50 sft		\$7.50 sft	

Item	Qty	U/M	Description	Nunnery Roofing Co.		Watt's & Associates		AAR of North Carolina		DAVCO Roofing & Sheetmetal	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	JOB	Re-Roofing all Low Slope Areas		NO BID	\$577,200.00	\$577,200.00	\$497,800.00	\$497,800.00	\$620,000.00	\$620,000.00

Additives:

2	UNK	EA	Replacement of isocyanurate insulation board (4' x 8' size)		NO BID	\$30.00 each		\$32.00 each		\$20.00 each	
3	UNK	EA	Replacement of isocyanurate insulation board (4' x 4' size)		NO BID	\$15.00 each		\$32.00 each		\$10.00 each	
4	UNK	SFT	Metal Deck Replacement		NO BID	\$9.00 sft		\$10.00 sft		\$5.50 sft	

** NO BIDS - received from Nunnery Roofing & I.E. Specialties were due to performance scheduling difficulties.

Bids Opened : October 27, 2008 @ 3:00pm

Jeffrey A. Hyde
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

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

DATE: November 6, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: (1) Tandem Dump Truck – Replacement
Public Works

We received a purchase request from Public Works to procure one (1) Tandem Dump Truck. This item will be purchased with reference to South Carolina state contract number 44000000373 from Love Chevrolet. This will be a replacement tandem dump truck.

John Fechtel, Director of Public Works/Assistant County Administrator has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$81,795.00

Funds are appropriated in the following account:

1000-121300-5A9069	(1) Tandem Dump Truck	\$81,795.00
--------------------	-----------------------	-------------

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 November 18, 2008.

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

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 7, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: (1) Vactor Truck Replacement with Accessories
B09018-11/05/08S
Public Works**

Competitive bids were solicited and advertised for one (1) Vactor Truck Replacement with Accessories 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 Adams Equipment Company as the lowest bidder. The total cost, including applicable sales tax, is \$264,545.25. (See attached bid tabulation).

Funds are appropriated in the following account:

1000-121300-5A9077	(1) Vactor Truck - Replacement	\$239,331.25
1000-121300-5A9406	(1) Jet-Cam TV System	\$25,214.00

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 November 18, 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

Bid Tabulation

B09018
ams
11/05/2008

B09018-11/05/08S

(1) Vector Truck - Replacement

Item	Qty	U/M	Description	Linder Industrial Machinert		Flint Equipment Company		ASC Construction Equipment	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
2	1	each	330HP minimum and AllisonModel 330		NO BID		NO BID		NO BID
1	1	each	Jet Cam TV System		NO BID		NO BID		NO BID
			Subtotal		NO BID		NO BID		NO BID
			Taxes		NO BID		NO BID		NO BID
			Total		NO BID		NO BID		NO BID

Item	Qty	U/M	Description	Arrow Equipment, LLC		Public Works Equipment		Adams Equipment Company	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
2	1	each	330HP minimum and AllisonModel 330		NO BID		\$243,842.92		\$239,031.25
1	1	each	Jet Cam TV System		NO BID		*Alternate Bid		\$25,214.00
			Subtotal		NO BID	Unable to Meet Bid			\$264,245.25
			Taxes		NO BID	Specifications for the Total			\$300.00
			Total		NO BID	Bid Package			\$264,545.25

****All "No Bids" Submitted Were Unable to Supply the Products Requested**

*ALTERNATE BID SUBMITTED FOR THIS OPTION ITEM. DOES NOT MEET SPECIFCATIONS

Bids Opened : November 05, 2008 @ 3:00pm

Angela M. Seymour
Procurement Officer

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 _____.

ORDINANCE NO. 08-18

AN ORDINANCE AMENDING SECTION 46-1. OF THE LEXINGTON COUNTY ORDINANCE IN REGARDS TO DISPOSAL OF COUNTY-OWNED REAL PROPERTY.

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

(e) Except as required by State Law, the procedures set forth above and herein are only guidelines for the County and may be waived and/or modified as deemed appropriate by the County. Any failure to adhere to the procedures set forth above and herein shall not invalidate any previous or future conveyance of real property by the County.

This Ordinance shall be effective immediately upon approval.

Enacted this _____ day of _____, 2009.

William C. Derrick
Chairman, Lexington County Council

ATTEST:

Diana Burnette, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed W/Clerk of Court: _____



COMMITTEE REPORT

RE: Airport Capital Improvement Plan (ACIP) FY 2010-2014 and
FY 09 Pre-Application for FAA Funds – Lexington County Airport at Pelion

DATE: October 31, 2008

COMMITTEE: Airport

MAJORITY REPORT: Yes

The Airport Committee met on Tuesday, October 28, 2008, to discuss the Airport Capital Improvement Plan (ACIP) FY 2010-2014 and FY 09 Pre-Application for FAA Funds for the Lexington County Airport at Pelion.

Ms. Katherine Hubbard, County Administrator, presented revisions to the Airport Capital Improvement Plan (ACIP) FY 2010-2014. The Plan has been reviewed by the Lexington County Pilots' Advisory Committee with minor revisions.

The Pilots' Advisory Committee placed a higher emphasis on land acquisition for a runway extension. The County would need to acquire property at the end of the runway close to Old Charleston Highway which would be integral to the future of the Airport. The existing required easements have been protected in order for future expansion. The County's Planning and GIS Department is working with the Town of Pelion to help with changes to their zoning ordinance in order to protect the airspace in the approaches to the runway.

The pre-application is to assist in funding the fee simple purchase of property that lies in the existing and future runway protection zone (RPZ) of Runway 35. It is understood that the FAA recommends owning the land in the RPZ as much as practicable. If airspace above the future RPZ is not protected, it will become much more difficult in the future for the Airport to accommodate the type of air traffic that it needs to support. (See attached ACIP FY 2010-2014 and FY 09 Pre-Application for FAA.)

The Airport Committee voted unanimously to recommend that full Council approve staff's recommendation for the ACIP FY 2010-2014 and permission to submit the appropriate application to the FAA as part of the annual application process. The pre-application is for the FAA's review for advance planning and does not commit the County to anything.

Attachment: ACIP FY 2010-2014 and FY 09 Pre-Application for FAA

AIRPORT CAPITAL IMPROVEMENT PLAN

FY 2010 - 2014 (Including FY 2009 for reference)

The information presented below is based on the best information available at the time of preparation.

Last Updated: 10-17-08

Lexington County Airport at Pelion (6J0)

Fiscal Year	Description	Project Total Cost	Eligible Federal Share (95%)				Eligible State Share (2.5%)	Sponsor Share (2.5%)
			Carryover	Entitlements	Discretionary and/or State Apportionment	Total		
2009	Partial Apron Reconstruction Project - Bidding & Construction	\$480,000	\$90,150	\$150,000	\$215,850	\$456,000	\$12,000	\$12,000
	CARRYOVER FUNDS INTO FY 2010			\$0				
2010	Property Acquisition within Existing and Future RW 35 RPZ	\$296,000	\$0	\$150,000	\$131,200	\$281,200	\$0	\$14,800
	CARRYOVER FUNDS INTO FY 2011			\$0				
2011	10-Unit Nested T-Hangar & Taxilane to accommodate 44.5' wingspan	\$567,000	\$0	\$150,000	\$388,650	\$538,650	\$4,425	\$23,925
	CARRYOVER FUNDS INTO FY 2012			\$0				
2012	Runway Widening, Strengthening & RSA Improv. - Design Only	\$147,000	\$0	\$139,650	\$0	\$139,650	\$3,675	\$3,675
	CARRYOVER FUNDS INTO FY 2013			\$10,350				
2013	RW Widening, Strengthening & RSA Improv. - Bidding & Construction	\$2,412,000	\$10,350	\$150,000	\$2,131,050	\$2,291,400	\$60,300	\$60,300
	CARRYOVER FUNDS INTO FY 2014			\$0				
2014	Runway Extension Justification Study	\$35,000	\$0	\$0	\$0	\$0	\$17,500	\$17,500
	Land Acquisition for RW Extension	\$400,000	\$0	\$150,000	\$230,000	\$380,000	\$0	\$20,000
	CARRYOVER FUNDS INTO FY 2015			\$0				

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED		Applicant Identifier 3-45-0067-0XX-2010	
3. DATE RECEIVED BY STATE		State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
1. TYPE OF SUBMISSION:			
Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		Preapplication <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	
5. APPLICANT INFORMATION			
Legal Name: LEXINGTON COUNTY, SOUTH CAROLINA		Organizational Unit: LEXINGTON COUNTY, SOUTH CAROLINA	
Organizational DUNS: 030115885		Department: DEPARTMENT OF PUBLIC WORKS	
Address: Street: 212 SOUTH LAKE DRIVE		Division: LEXINGTON COUNTY AIRPORT at PELION	
City: LEXINGTON		Name and telephone number of the person to be contacted on matters involving this application (give area code)	
County: LEXINGTON		Prefix: MR. First Name: JIM	
State: SC Zip Code: 29072-3437		Middle Name:	
Country: UNITED STATES		Last Name: STARLING	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 57 - 6000379		Suffix: ENGINEERING ASSOCIATE, DPW	
		Email: jstarling@lex-co.com	
		Phone Number (give area code) 803-785-8201 Fax Number (give area code) 803-785-8593	
8. TYPE OF APPLICATION:			
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision			
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)			
Other (specify) <input type="checkbox"/> <input type="checkbox"/>			
7. TYPE OF APPLICANT: (See back of form for Application Types) B; COUNTY			
Other (specify)			
9. NAME OF FEDERAL AGENCY: FEDERAL AVIATION ADMINISTRATION			
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): 20 - 106 AIRPORT IMPROVEMENT PROGRAM			
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: PROPERTY ACQUISITION WITHIN EXISTING AND FUTURE RW 35 RPZ			
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): TOWN OF PELION, SOUTH CAROLINA COUNTY OF LEXINGTON, SOUTH CAROLINA			
13. PROPOSED PROJECT			
Start Date: ASAP		Ending Date:	
14. CONGRESSIONAL DISTRICTS OF:			
a. Applicant SECOND		b. Project SECOND	
15. ESTIMATED FUNDING:			
a. Federal	\$281,200		
b. Applicant	\$14,800		
c. State	\$0		
d. Local			
e. Other			
f. Program Income			
g. TOTAL	\$296,000		
16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON			
DATE: _____			
b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372			
<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?			
<input type="checkbox"/> Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix MRS. First Name KATHERINE		Middle Name L.	
Last Name HUBBARD		Suffix	
b. Title: COUNTY ADMINISTRATOR		c. Telephone Number (give area code) 803-785-8100	
d. Signature of Authorized Representative		e. Date Signed	

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. **20-106**
 2. Functional or Other Breakout **Airport Improvement Program**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense			\$50,000
2. Preliminary expense			
3. Land, structures, right-of-way			\$246,000
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to Individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Line 1 through 13)			\$296,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$296,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$296,000
20. Federal Share requested of Line 19			\$281,200
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			\$281,200
23. Grantee share			\$14,800
24. Other shares			\$0
25. Total project (Lines 22, 23 & 24)			\$296,000

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$14,800
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	\$14,800
28. Other Shares	
a. State	\$0
b. Other	
c. Total Other Shares	\$0
29. TOTAL	\$14,800

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (ATTACH - SEE INSTRUCTIONS)

LINE ITEM BREAKDOWN
SECTION B - CALCULATION OF FEDERAL GRANT
LEXINGTON COUNTY AIRPORT AT PELION
FAA A.I.P. 3-45-0067-0XX-2009 PREAPPLICATION

	PROPERTY ACQUISITION
<u>Line Item 1 - Administrative Expense</u>	
Legal Fees (assumed to be 15%)	\$50,000
<u>Line Item 3 - Land, structures, right-of-way</u>	
Property Acquisition w/in Exit.& Future RW 35 RPZ	\$246,000
<hr/>	
TOTAL PROJECT	\$296,000
FAA ELIGIBLE	\$296,000
FAA SHARE	\$281,200
STATE SHARE	\$0
LOCAL SHARE	\$14,800

PART IV
PROGRAM NARRATIVE

LEXINGTON COUNTY AIRPORT AT PELION
FAA A.I.P. 3-45-0067-0XX-2010 PREAPPLICATION

PROPERTY ACQUISITION WITHIN EXISTING AND FUTURE RW 35 RPZ

This request is to assist in funding the fee simple purchase of property that lies in the existing and future runway protection zone (RPZ) of Runway 35. It is understood that the FAA recommends owning the land in the RPZ as much as practicable. There has been a recent movement to develop some of the land within the RPZ into non-compatible land use. Obviously, if this were to occur, it would certainly cause an unsafe condition and would restrict growth at the Airport. The current approved ALP indicates that the Airport Reference Code is planned to be upgraded from the current A-1 classification to a B-2 classification. This change has a significant impact to the RPZ as indicated in the attached Request For Aid Sketch. If the airspace above the future RPZ is not protected, it will become much more difficult in the future for this Airport to accommodate the type of air traffic that it needs to support.

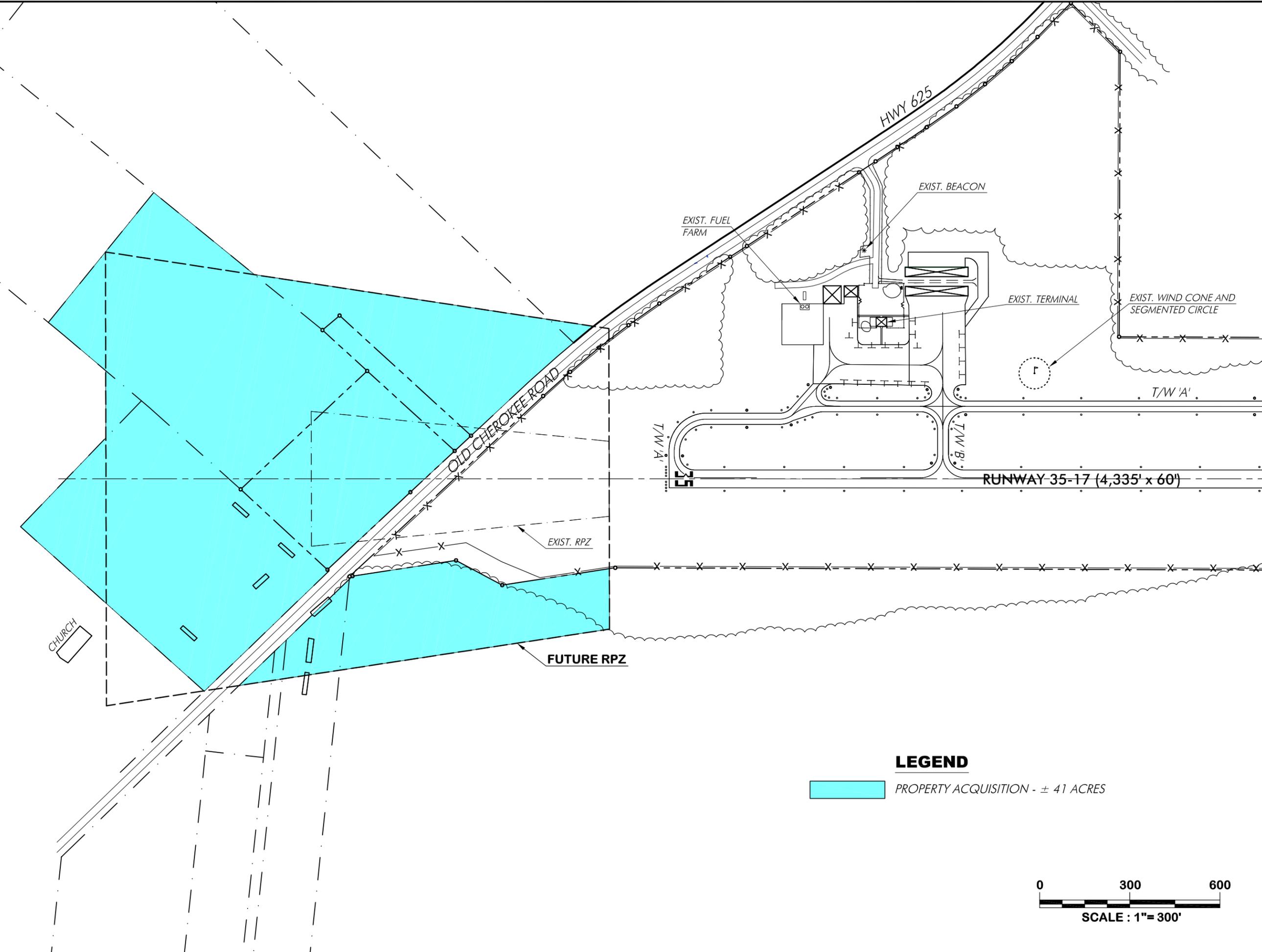


LEXINGTON COUNTY
AIRPORT AT PELION



TRANSPORTATION CONSULTANTS
ATLANTA, GA; BATON ROUGE, LA; CHARLESTON, SC; CHARLOTTE, NC
COLUMBIA, SC; GREENSBORO, NC; GULFPORT, MS; JACKSONVILLE, FL
KNOXVILLE, TN; LITTLE ROCK, AK; MOBILE, AL; ORLANDO, FL
RALEIGH, NC; RICHMOND, VA; SARASOTA, FL; TALLAHASSEE, FL
TAMPA, FL; WEST PALM BEACH, FL

Designer: ADB
Technician: YDR
Checked by: ADB
Project Number:



LEGEND

 PROPERTY ACQUISITION - ± 41 ACRES



REVISIONS			
No.	Description	Date	By

Project Name:
**FY 2010
PREAPPLICATION**

Drawing Name:
**REQUEST FOR
AID SKETCH**

FAA A.I.P. Project Number:
3-45-0067-0XX-2010

Date: OCTOBER, 2008	Division: AIRPORTS
Scale: 1"=300'	Drawing Number: SK-1

C:\CLIENTS\Lex Co at Pelion\General\PREAPPS & APPS - FY 2010\FY10 RFA SKETCH-HSU.dwg Last Modified: Oct 17, 2008 - 4:14pm Plotted on: Oct 17, 2008 - 4:15pm by YDRiera