

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, December 9, 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

11:00 a.m. – 12:00 p.m. – Committee of the Whole

- (1) Long Range Transportation Plan
- (2) Old Business/New Business
- (3) Adjourned

Committee of the Whole

B. Derrick, Chairman

D. Summers, V Chairman

J. Kinard

S. Davis

B. Keisler

J. Jeffcoat

J. Carrigg, Jr.

B. Banning, Sr.

T. Cullum

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, December 9, 2008
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

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

1:00 p.m. - 1:10 p.m. - Economic Development

- (1) Approval of Minutes - Meeting of October 28, 2008 **A**
- (2) Old Business/New Business
- (3) Adjournment

1:10 p.m. - 2:00 p.m. - Planning & Administration

- (1) Neighborhood Stabilization Program (NSP) (Goal 3) - Community Development - Rhonda Dean, CDBG Administrator **B**
- (2) Ordinance 08-03 - Landscape Ordinance Amendments (Goal 2) - Planning and GIS - Charlie Compton, Director **C**
- (3) Zoning Map Amendment M08-07 - White Water Drive, Portion of Rocky Ramp Drive, and Launch Court - 2nd Reading **D**
- (4) Zoning Map Amendment M08-08 - Three Oak Lane and Water Oak Trail - 2nd Reading **E**
- (5) Zoning Map Amendment M08-10 - Parcels Between Lin creek Drive and Lake Murray Boulevard - 2nd Reading **F**
- (6) Approval of Minutes - Meeting of October 28, 2008 **G**
- (7) Old Business/New Business - Land Use Growth
- (8) Adjournment

2:00 p.m. - 2:25 p.m. - Justice

- (1) 11th Circuit Law Enforcement Network Grant Award (Goal 3) - Sheriff's Department - Col. Allan Paavel **H**
- (2) Courthouse Security Grant Application (Goal 3) - Sheriff's Department - Col. Allan Paavel **I**
- (3) Crime Scene Investigative Unit Grant Application (Goal 3) - Sheriff's Department - Col. Allan Paavel **J**
- (4) School Resource Officers Grant Application (Goal 3) - Sheriff's Department - Col. Allan Paavel **K**
- (5) Approval of Minutes - Meeting of October 28, 2008 **L**

- (6) Old Business/New Business
- (7) Adjournment

2:25 p.m. - 2:35 p.m. - Health & Human Services

- (1) Appointment of Code Enforcement Officer for Animal Services - Animal Services - Chris Folsom, Animal Services Coordinator.....**M**
- (2) FY09 DHEC EMS Grant-in-Aid Award - EMS - Brian Hood, EMS Coordinator**N**
- (3) Approval of Minutes - Meeting of October 28, 2008 **O**
- (4) Old Business/New Business
- (5) Adjournment

2:35 p.m. - 3:15 p.m. - Public Works

- (1) Ground Level Ozone Non-Attainment Boundary Recommendations (Goal 2) - Public Works - Synthia Williams, Environmental Coordinator **P**
- (2) Nominees for Stormwater Advisory Board - Public Works - Sheri Armstrong, Stormwater Manager..... **Q**
- (3) SCDOT Snow and Ice Removal Contract - Public Works - John Fechtel, Director**R**
- (4) Approval of Minutes - Meeting of October 28, 2008 **S**
- (5) Old Business/New Business - Traffic Congestion
- (6) Adjournment

3:15 p.m. - 3:20 p.m. - Airport

- (1) Approval of Minutes - Meeting of October 28, 2008 **T**
- (2) Old Business/New Business
- (3) Adjournment

3:20 p.m. - 3:55 p.m. - Solid Waste

- (1) Briefing on Current Recycling Market Trends (Goal 3) - Solid Waste Management - Dave Eger, Director
- (2) Update on Wood Grinder Program (Goal 1) - Solid Waste Management - Dave Eger, Director
- (3) Approval of Minutes - Meeting of October 28, 2008**U**
- (4) Old Business/New Business - Disposal Fee for Old Tires
- (5) Adjournment

3:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Approval of Minutes - Meeting of October 28, 2008 **V**
- (2) Old Business/New Business
- (3) Adjournment

Economic Development

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

Justice

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

Public Works

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

Solid Waste

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

Planning & Administration

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

Health & Human Services

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

Airport

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

Committee of the Whole

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

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, December 9, 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

CMC of SC Award Recognition - Presented by Dave Eger, Director - Solid Waste Management

Carolina/Clemson Recycling Challenge - Presented by Dave Eger, Director - Solid Waste Management

DHEC 2008 Spare the Air Awards Recognition - Presented by Myra Reece, DHEC Bureau Chief for Air Quality

Recognition for Lexington County Obtaining Class 8 for Community Rating System (CRS) Program - Presented by Lisa Jones, DNR State Coordinator of Flood Mitigation Program

Chairman's Report

Administrator's Report

FY07/08 Audit Report - Mr. Ken Prince - Brittingham, Brown, Prince & Hancock, CPA, LLC

Employee Recognition - Katherine Hubbard, County Administrator

(1) Employee of the Third Quarter 2008

Resolution

(1) Recycling.....W

Presentation of Certificate

(1) Sandra Burdett Presented by Councilman Johnny Jeffcoat

AppointmentsX

Bids/Purchases/RFPs

- (1) Two (2) 1500 GPM Pumpers and One (1) 750 GPM Tanker - Public Safety/Fire Services **Y**
- (2) X 26 Tasers with Accessories - Sheriff’s Department **Z**
- (3) Solid Tires with Rim & Rubber Wear Pads for Heavy Equipment - Term Contract - Solid Waste Management **1**
- (4) One (1) III Phase Power Compactor (Grant Funds) - Solid Waste Management **2**

Approval of Minutes - Meeting of October 28, 2008 **3**

Zoning Amendment

- (1) Zoning Text Amendment T08-12 - (Article 12 - Administration, Chapter 3 - Amendments, Section 123.13 - Public Hearing) - 1st Reading **4**

Ordinances

- (1) Ordinance 08-14 - An Ordinance Amending the Lexington County Stormwater Management Ordinance 06-10 for the Creation of the Stormwater Advisory Board - 3rd & Final Reading **5**
- (2) Ordinance 08-18 - An Ordinance Amending Section 46-1. of the Lexington County Ordinance in Regards to Disposal of County-owned Real Property - 2nd Reading **6**
- (3) Ordinance 08-19 - 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 Add Certain Property and Amendment to Agreement for Development of Joint County Industrial Park (CMC) - 1st Reading **7**

Committee Reports

Planning & Administration, J. Jeffcoat, Chairman

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

Justice, B. Banning, Sr., Chairman

- (1) 11th Circuit Law Enforcement Network Grant Award - **Tab H**
- (2) Courthouse Security Grant Application - **Tab I**
- (3) Crime Scene Investigative Unit Grant Application - **Tab J**
- (4) School Resource Officers Grant Application - **Tab K**
- (5) 11th Circuit Public Defender Administering County Request **8**

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

- (1) Appointment of Code Enforcement Officer for Animal Services - **Tab M**
- (2) FY09 DHEC EMS Grant-in-Aid Award - **Tab N**

Public Works, D. Summers, Chairman

- (1) Ground Level Ozone Non-Attainment Boundary Recommendations - **Tab P**
- (2) Nominees for Stormwater Advisory Board - **Tab Q**
- (3) SCDOT Snow and Ice Removal Contract - **Tab R**

Budget Amendment Resolutions

6:00 P.M. - Public Hearing

- (1) 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 Fisher Tank, 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.....**9**

Ordinance

- (1) 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 Fisher Tank, 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 - 3rd & Final Reading - **Tab 9**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

| |
|--|
| <p style="text-align: center;">GOALS</p> <ul style="list-style-type: none">1. Provide for public services to citizens of Lexington County.2. Manage growth to meet needs of Lexington County.3. Provide innovative Financial Management. |
|--|

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



County of Lexington

Community Development Department
212 South Lake Drive, Suite 401
Lexington, SC 29072
Telephone (803) 785-8121- Fax (803) 785-8188

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Katherine Hubbard, County Administrator

FROM: Ronald T. Scott, Community Development Director

DATE: November 26, 2008

RE: Neighborhood Stabilization Program (NSP)

As authorized under Title III of the Housing and Economic Recovery Act (HERA) of 2008, the U.S. Department of Housing and Urban Development (HUD) established the Neighborhood Stabilization Program (NSP) primarily to provide emergency assistance to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. NSP funds are a special allocation of Community Development Block Grant (CDBG) funds. The program is targeted to households with incomes at or below 120% of the area median income. The attached table shows HUD income requirements by household size (Attachment A).

The South Carolina State Housing Finance and Development Authority (SHA) is the administering agency for the program at the state level. \$44,673,692 is available to be awarded to local governments and other agencies, with a maximum award of \$3 million per applicant. As one of the largest CDBG entitlements in South Carolina, the County was contacted by the SHA and encouraged to apply for NSP funds.

The SHA will establish a Request for Proposal (RFP) process to allow grantees to request NSP funds. There are no match requirements for NSP funds. Grantees will have 18 months to obligate the funds and 4 years to spend the funds. Any funds not spent within the required timeframe will be recaptured by HUD. The SHA has established a tentative timeline of mid-December to begin accepting proposals and the deadline for submission is expected to be the end of January 2009. Funding awards should be made by the end of February 2009. The following activities are eligible under the program:

- Financing mechanisms to purchase and rehabilitate foreclosed properties
- Acquisition and rehabilitation of abandoned or foreclosed properties
- Land banking of foreclosed properties
- Demolition of blighted structures
- Redevelopment of demolished or vacant properties

Community Development staff have developed a list of proposed Lexington County activities and an associated budget proposal to be submitted to the SHA for NSP funds as follows:

| Activities | Budget Request |
|--|----------------|
| (1) Acquisition, rehabilitation and resale of housing units to promote homeownership opportunities | \$1,430,000 |
| (2) Direct financing opportunities to homebuyers for the purchase and rehab of foreclosed and/or abandoned housing units. (i.e. down payment assistance) | \$100,000 |
| (3) Homeownership Counseling (NSP assisted homebuyers must complete at least 8 hours of HUD-approved housing counseling) | \$15,000 |
| (4) Demolition of blighted structures | \$300,000 |
| (5) Program Administration (5%) | \$92,250 |
| Total | \$1,937,250 |

Under the proposed activities, the County would secure the assistance of a qualified Community Housing Development Organization (CHDO) to administer the first activity. The remaining activities will be administered by Community Development staff. HUD requires that priority emphasis should be placed on areas “of greatest need” including those:

- (1) That have the greatest percentage of foreclosures,
- (2) That have the highest percentage of homes financed by sub-prime mortgage related loans, and
- (3) That have been identified as likely to face a significant rise in the rate of home foreclosures.

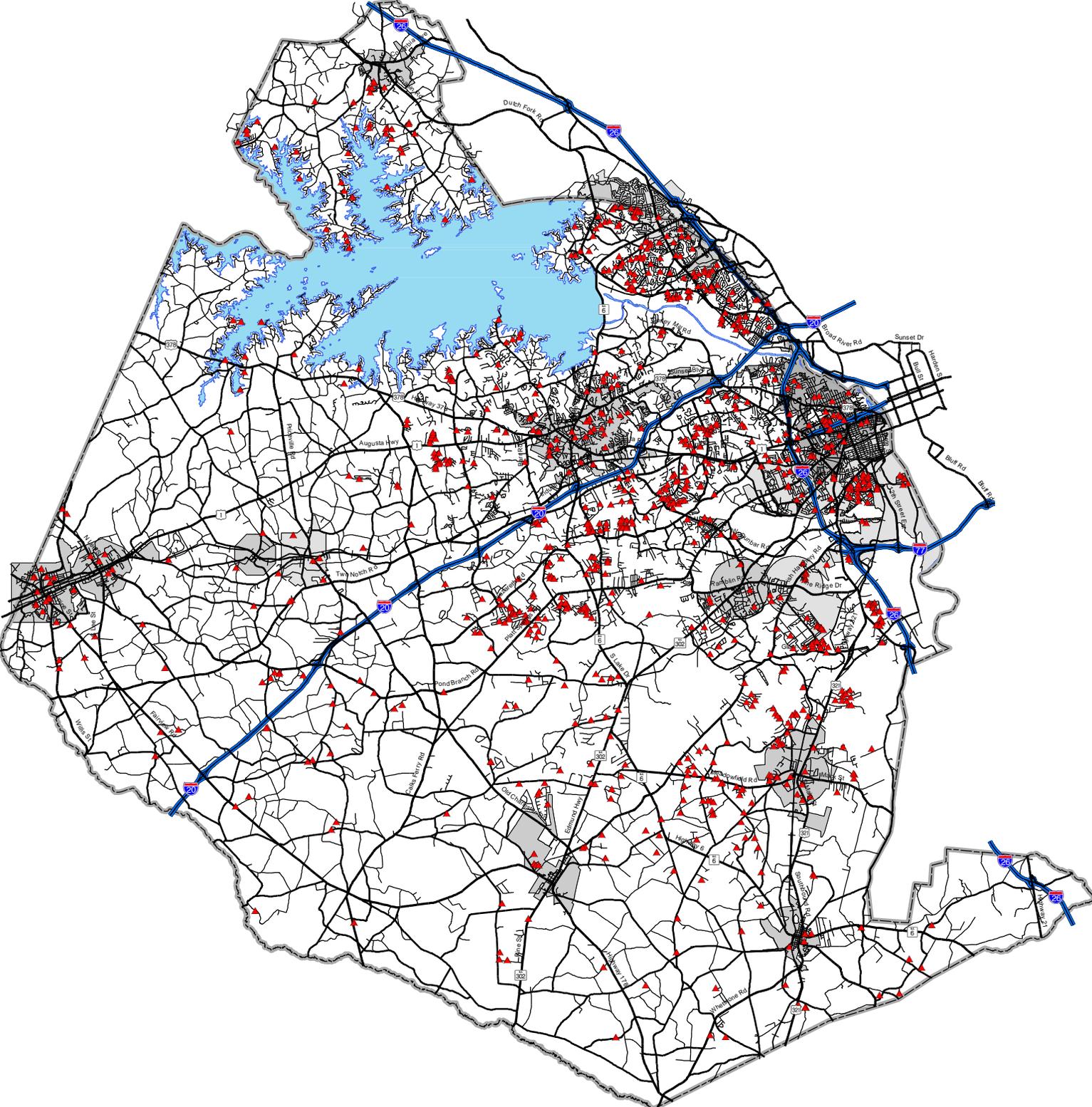
The Master in Equity’s Office has provided Lexington County foreclosure data from October 2007 to October 2008. This data was used to identify areas in Lexington County with the greatest number of foreclosures. A map is attached identifying those areas (Attachment B). Closer examination of this data reveals the areas in and around West Columbia and Cayce as having the greatest impact. Any NSP funding awarded to Lexington County will be targeted for this area.

Requested Action: Committee recommendation to full Council for approval to submit a grant request to the SHA for the eligible NSP activities described above.

**2008 HUD Income Limits
Extremely Low, Low, Moderate and Middle Income Persons
Lexington County, SC**

| Income | 1 person household | 2 person household | 3 person household | 4 person household | 5 person household | 6 person household | 7 person household | 8 person household |
|----------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Extremely Low Income (30%) | \$12,750 | \$14,550 | \$16,400 | \$18,200 | \$19,650 | \$21,100 | \$22,550 | \$24,000 |
| Low Income (50%) | \$21,200 | \$24,250 | \$27,250 | \$30,300 | \$32,700 | \$35,150 | \$37,550 | \$40,000 |
| Moderate Income (80%) | \$33,950 | \$38,800 | \$43,650 | \$48,500 | \$52,400 | \$56,250 | \$60,150 | \$64,000 |
| Middle Income (120%) | \$50,900 | \$58,200 | \$65,450 | \$72,700 | \$78,550 | \$84,350 | \$90,150 | \$96,000 |

Lexington County



Memorandum

November 25, 2008

To: Katherine Hubbard
County Administrator

For: Planning and Administration Committee
County Council

From: Charlie Compton, Director
Department of Planning and GIS

Reference: Ordinance 08-03: Landscape Ordinance Amendments

Attached is a draft containing all amendments proposed for the Landscape Ordinance. The Planning Commission has made significant improvements to this draft with much of their work centered on Section 3.1.7. That section has now been named "Clearcutting" instead of "Timberharvesting."

At the meeting on December 9th I will cover the following:

- Review the changes to the draft since August,
- Present the current list of proposed scenic corridors,
- Describe how these amendments will relate to the proposed sign changes, and
- Recommend an adoption schedule.

Enclosure: Ordinance 08-03, Landscape Ordinance amendments as of November 25, 2008

DRAFT update (as of November 25, 2008)

LEXINGTON COUNTY



LANDSCAPE ORDINANCE

August 25, 2004

FIRST EDITION - County Ordinance # 99-21, Final Reading: 08-08-2000, Effective Date: 01-01-2001
SECOND EDITION - County Ordinance # 03-08, Final Reading: 12-09-2003, Effective Date: 12-10-2003
THIRD EDITION - County Ordinance # 04-03, Final Reading: 08-24-2004, Effective Date: 08-25-2004

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Landscape and Open Space Ordinance Lexington County, South Carolina

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Article 1 – Authority

1.1 Authority and Jurisdiction

In accordance with the authority conferred by the 1994 “South Carolina Local Government Comprehensive Planning Enabling Act,” S.C. Code Sections 6-29-310 through 6-29-1200, the County of Lexington does hereby establish and enact the following Landscape and Open Space Ordinance for the unincorporated area of Lexington County, South Carolina.

1.2 Intent

The purpose of this Ordinance is to protect and enhance the character, appearance, and image of Lexington County through attractive and creative landscape design and open space; to ensure land-use compatibility through proper use of vegetation and open space as a transition areas and screening; and to preserve scenic, canopied tree corridors.

1.3 Scope of Regulations

Except as otherwise stated, the regulations set forth herein shall apply to all Residential Attached (3 or more) dwelling units, as defined within the Lexington County Zoning Ordinance; all residential and non-residential subdivisions, as defined within Article 4; and all non-residential development within the unincorporated area of Lexington County, with the exception of the following development conditions/activities:

- a. Any public road construction or utility construction project, except as described in Article 3, Section 4, “Service Areas and Utilities.”
- b. Any land used for Crops and Animal Raising, as defined in the Lexington County Zoning Ordinance. This definition includes the raising of trees, vines, field, forage or other plant crops intended to provide food or fiber. However, processing areas, buildings, and retail or wholesale activities related to crops and animal raising are not exempt from the terms of this Ordinance. Section 3.1.7, Clearcutting, further defines the exemptions allowed for timber harvesting.
- c. Non-residential development containing a parking lot that is used as a display/storage area greater than ten thousand (10,000) square feet shall be exempt from the provisions of Article 3, Section 3, “Parking Lots”, within the display area only. (i.e., Automobile, Boat and Craft dealerships; truck terminals; etcetera).

Some of the residential activities, exempted above from the scope of these regulations, must follow the requirements of Section 7, Scenic Corridor Protection.

1.3.1 New Activities

Upon the effective date of this Ordinance any building, structure, or tract of land shall be used, constructed, or developed only in accordance with the applicable regulations contained herein.

1.3.2 Existing Activities

Any activity legally established prior to the effective date of this Ordinance which does not comply with its regulations shall be subject to the Nonconforming Use provisions of Article 4-5.

1.3.3 Existing Permits

Building permits or zoning permits lawfully issued before the effective date of this Ordinance or subsequent amendment shall remain in effect provided that such building, structure, or activity is substantially underway and being diligently pursued within six months of the issuance of the permit. If such does not occur, then the permit shall automatically lapse and the provisions of this Ordinance shall apply.

1.4 Establishment of Districts

1.4.1 Road and District Classifications

In order to implement the provisions of this Ordinance, the following road classification and districts are hereby established:

- LU - Land Use District (See Article 3, Section 2)
- PL - Parking Lot District (See Article 3, Section 3)
- SA - Service Areas/Utilities District (See Article 3, Section 4)
- BD - Building Design District (See Article 3, Section 5)
- RC - Road Corridor District (See Article 3, Section 6)
- OS - Open Space District (See Article 4)

Scenic Corridor - Those roads designated as Scenic Corridors will carry the extension “/S1, /S2, or /S3” after their road classification as created by the Zoning Ordinance. (e.g. “A/S1”, “C/S1”, or “L/S1”).

1.4.2 Landscape and Open Space Maps

The Landscape and Open Space Maps will show the portions of the County within which each of the provisions applies.

1.5 Incorporation of Maps

The location and boundaries of Scenic Corridors and of Landscape and Open Space Districts established to implement the provisions of this Ordinance are shown on the Landscape and Open Space Maps, which are hereby incorporated into the provisions of this Ordinance. These maps in their entirety, including all map amendments, shall be as much a part of this Ordinance as if fully set forth and described herein.

1.6 Exclusions

Because such activities are developed with benefit of public hearings and other input, any facility or activity established or expanded by Lexington County is exempt from the provisions and administrative procedures of this Ordinance. However, the development plan for all such exempt activities shall be devised with a diligent effort to meet the requirements of this Ordinance.

Article 2 – Definitions

2.1 Interpretation

This Ordinance shall be interpreted according to its literal terms. Words shall be construed as defined in a standard dictionary and syntax shall be understood according to conventional rules. Final interpretation shall be by the Landscape Administrator. Any appeal of that interpretation may be made to the Lexington County Board of Zoning Appeals.

Unless the context requires otherwise:

- a. The present tense of verbs shall include the future tense;
- b. The masculine gender shall include the feminine;
- c. The singular shall include the plural, and the plural shall include the singular; and,
- d. The word “shall” denotes a mandatory requirement; the word “may” denotes permission.

2.2 Definitions

The following terms shall have the following definitions:

Activity – the performance of a function or operation which constitutes the use of the land; specific activities referred to in the Landscape Ordinance shall be considered as defined in the Zoning Ordinance for the County of Lexington.

Arterial, Collector, or Local Roads – any roads bearing these road classifications as defined in the Lexington County Zoning Ordinance and shown on the Zoning Maps.

Berm – A hill or slope (man-made or natural) which represents a change in elevation and serves as a screening tool.

Building Area – That portion of a structure that is defined by the “footprint” and/or total square footage.

Caliper – The diameter of nursery stock, taken at six inches above ground for up to and including four-inch caliper size and twelve inches above ground for larger sizes.

Critical Root Zone – A protection zone measured as one foot in radius around a tree for every one inch in diameter (D.B.H.) of the tree.

Diameter Breast Height (D.B.H.) – The accepted measurements of established trees in the ground is their diameter at breast height, measured at 4½ feet above grade. To obtain the D.B.H., measure the circumference of the tree in inches and divide by 3.14 (pi).

Groomed Condition – refers to a manicured, adorned, prepared, or otherwise formally landscaped setting; not in a natural state.

Landscape Administrator – The County official assigned to administer, interpret, and enforce the Landscape Ordinance.

Natural Condition – refers to a native, indigenous, unpruned, unaltered setting or planting.

Parking Lot – Any parcel of land, or portion thereof, which is used for parking, loading, or associated circulation, whether paved or unpaved.

Road Frontage – Area of land adjacent to a road right-of-way.

Screen, Screening – Any structure or vegetative stand, or combination of both, which is used for the purpose of blocking views, noise, and light or glare from neighboring properties and, where required, road rights-of-way. Total and partial screening is further defined in the Lexington County Zoning Ordinance.

Shrub – Any hard-wooded perennial plant of a species which normally reaches a height between twelve inches and eight feet.

Stabilizing Vegetation – Any plant material which serves to prevent soil erosion by covering large areas of ground, and which does not grow beyond twelve inches in height. May also be referred to as “ground cover.”

Transitional Area – Area of land, improved by landscaping and/or screening, designed to minimize the impact of high-intensity land uses on neighboring, lower-intensity uses.

Tree – Any hard-wooded perennial plant, whether coniferous or deciduous, of a species which normally reaches a height of eight feet or more at maturity.

Tree, Canopy, Large – Any single-stem tree of a species which normally reaches a height of thirty feet or more and a crown spread of twenty feet or more at maturity.

Tree, Understory, Small – Any single- or multi-stem tree of a species which normally reaches a height of between eight and thirty feet and a crown spread of less than twenty feet at maturity.

Trophy Tree – A tree of significance due to its size, relative to its species. See Appendix.

Underbrush – Naturally occurring vegetation and vines that are not necessarily shrubs or trees.

Vision Clearance Triangle – as described in the Lexington County Zoning Ordinance.

Article 3 – Landscaping Requirements

Section 1. General

Improving the aesthetics of thoroughfares and other public spaces contributes to the general welfare, prosperity, and pride of a community, while mitigating potential environmental damage and promoting harmonious activities.

The following landscape requirements are established in order to preserve and enhance existing vistas; provide shade; improve appearance; break up large expanses of impervious surfaces; improve ground water discharge; promote air purification and oxygen regeneration; and to promote adequate light, air, and open space for the citizens of Lexington County and its visitors.

It is the intent of this article to encourage creativity and good practice in design, as well as flexibility in the application of design standards, by placing emphasis on the use of a variety of elements and diverse planting groups to achieve the desired results.

3.1.1 Pre-Development Activity

- a. The appropriate land disturbance permit(s) must be obtained prior to the removal of any stumps, root systems, or stabilizing vegetation.
- b. Clearing and Landscape Plans may be required as part of the Landscape Review process. The plans must demonstrate how the developer will meet the requirements of the Ordinance as well as show various existing conditions. Clearing and Landscape plans will contain, at a minimum, the following information:
 - a. Total acreage of parcel;
 - b. Area to be developed;
 - c. All trophy trees on the parcel;
 - d. Proposed location of any structures;
 - e. Proposed location of service areas, such as garbage collection; and,
 - f. Proposed location of detention/retention ponds.
- c. Once necessary development approvals have been granted and permits obtained, and prior to the commencement of any clearing, grading, tree removal or construction on a site, the developer shall cause all protected trees to be marked with surveyor's flagging in a uniform manner that clearly identifies those trees to be retained. At the discretion of the Landscape Administrator, passive forms of marking may be used (i.e. continuous rope or flagging for areas which are remote from human activity or heavily wooded).

3.1.2 Planting and Maintenance

- a. To the greatest extent possible, the development plan should address the location of excavation for activities such as utilities to avoid root damage to trees being preserved or planted.
- b. There shall be no construction, paving, grading, trenching, digging, excavation, operation of equipment or vehicles, cement rinsing, chemical usage or storage of materials within the critical root zone of any tree being preserved.
- c. New trees must be planted properly, to include soil/site preparation and protection of roots. See Appendix.
- d. New trees and preserved trees must be properly maintained. Any trees required by this Ordinance that die must be replaced within 45 days. The Landscape Administrator may extend this replanting period based on the climactic and planting conditions of the season, or other unusual conditions.

3.1.3 Species Selection

- a. The Landscape Administrator shall approve the number, type, size and location of all trees required by the Ordinance. This shall be accomplished in a manner that ensures creativity and variety in design, height, texture and color and that discourages single rows of identical plantings, with the exception of street trees along major road corridors which may have to be planted/retained in a single row. To the greatest extent possible, required landscaping shall replicate the surrounding natural conditions.
- b. Tree specimens proposed for planting shall be hardy for the particular soil and climate conditions they will encounter and located in such a manner as to encourage mature growth.
- c. The minimum required caliper of trees to be planted as required by this Ordinance shall be 12 feet tall and 2-inch caliper for canopy trees and 6 feet tall for understory trees, with no minimum caliper for understory.
- d. The thinning of understory trees and other vegetation within a development may be approved or required by the Landscape Administrator to encourage the healthy maturation of preferred trees.
- e. Except as otherwise provided for within this Ordinance, all trees identified as trophy trees shall be preserved.
- f. To encourage diversity and flexibility of design, no more than 60% of any one species of tree may be used in the overall development plan.

3.1.4 Location

- a. The provisions of this Ordinance are not intended to create a conflict with signs or entrances to any residential or non-residential development. All signs and entrance ways should be designed and located in such a manner as to be enhanced by the landscaping requirements and existing vegetation. All locations of signs and driveways must meet the requirements of the Lexington County Zoning Ordinance.
- b. Trees, planted or raised islands, berms, shrubs and service areas shall be placed outside the vision clearance triangle at any intersection with a road right-of-way, with the full mature size of the plant being taken into account. In addition, these features shall be located in such a manner as to not create a vision hazard for those citizens navigating internal travel lanes, driveways, and parking lots. Regular maintenance of these features to ensure a clear line of sight is required.
- c. The presence of underground or overhead utilities shall be taken into consideration when determining the type and placement of required trees.

3.1.5 Exceptions to Location Requirements

- a. In the event that a trophy tree is located on a lot within the proposed building footprint and no reasonable redesign of the building to preserve the tree can be identified, the Landscape Administrator has the authority to allow the trophy tree to be removed.
- b. Within the development process, any tree that has been certified in writing as being hazardous to public health, safety or welfare shall be removed, to include trees identified as trophy trees.

3.1.6 Planting Islands

All planting islands must be designed with a minimum 160 square feet of pervious area for each tree. Each tree trunk in a planting island must be at least 4 feet from any impervious area, to include curbing.

3.1.7 Clearcutting

Silviculture is the science of managing the establishment, growth, composition, and quality of forest vegetation for the full range of forest resource objectives, which often include wildlife, water, recreation, aesthetics, etc. Stands of trees and forests are sometimes managed purely for timber where clearcutting is often practiced to regenerate certain species that require sunlit conditions. Even in a silvicultural planned clearcut, virtually all trees may be removed to achieve the environment desired, including certain light and soil conditions.

Timber harvesting is recognized as a practice beneficial to individual property owners, but also to the local economy. However, trees are also recognized as playing a key role in the quality of the economic and environmental future of the County. It is the intent of this section of this ordinance to have a reasonable review of clearcutting, in conjunction with timber harvesting activities, which allows for equitable financial gain to property owners while preserving that part of the vegetative environment that is essential to the quality of life of the general population.

- a. Clearcutting associated with development may occur only after the provisions of this ordinance have been met for the proposed development. This would typically involve a developer submitting a plan to the Landscape Administrator for review and approval, either for himself or on behalf of the property owner. In forest management terms this will include a development cut because it is considered the final harvest without plans for regeneration of trees.
- b. Clearcutting that occurs with no immediate intention of development will be reviewed by the Landscape Administrator to insure that there is no loss of essential short-term water quality protection or beneficial long-term trophy tree preservation. This review will be done very quickly if there is an unexpected need by the property owner for prompt assistance. This assessment is not intended to prevent equitable financial gain to the property owner, but to insure that the activity does not cause irreplaceable damage to the long-term benefits to the County or the property owner in the following two areas of concern:

Water quality protection: The stormwater runoff after timber harvesting must meet the water quality requirements of Lexington County. Since the water quality protection for the stormwater runoff from an undeveloped tract of land is generally not as rigid as the protection needed for developed property, preserving larger riparian buffers may not be required as a part of the *Best Management Practices for Forestry (BMP's)*; but should be considered as a way to enhance the value of the property for future development. This would especially be true if the lack of adequate riparian buffers causes future development to construct more expensive alternate methods to achieve required water quality protection. Therefore, following BMP's as established and amended by the South Carolina Forestry Commission will be considered sufficient for timber harvesting, but may not be sufficient for the future development of the property.

Trophy tree preservation: This requirement involves identifying irreplaceable groupings of trophy trees that can easily be included in future development plans as value-added amenities. It is not the intent of this ordinance to require the preservation of every trophy tree on a piece of property or to imprudently leave isolated trophy trees that are not good candidates for long-term survival. The Appendix of this Ordinance contains the criteria for trophy trees, including a list of those trees that are not considered worthy of protection regardless of size.

Exemptions: Any forestry activity, including tree harvesting, which is being conducted in accordance with the *Best Management Practices for Forestry* as established and amended by the South Carolina Forestry Commission and as part of an ongoing forest management program does not require a review by the Landscape Administrator. A simple notification by telephone, FAX, or e-mail of the proposed activity will be made to the Landscape

Administrator. Lexington County may deny any permits for development of a site for a period of three years after the completion of a tree harvest if there was a willful intent by the applicant to exercise this forestry exemption to circumvent any provisions of this Ordinance.

Sediment and Erosion Protection: At all times timber harvesting activities must provide sediment and erosion protection for adjoining properties and public roadways in accordance with BMP's. Even though those practices do not include a visual buffer, Lexington County will require a minimum visual buffer as follows:

- Scenic Corridor 1: 50 feet
- Scenic Corridor 2: 25 feet
- Scenic Corridor 3: 15 feet
- All other roads: 15 feet
- Adjoining property: 10 feet

Section 2. Land Use Compatibility

To meet the demands of the consumer in both the residential and non-residential marketplace, there are often land uses located adjacent to or in the proximity of one another that are not necessarily compatible. The following requirements are set forth both to address privacy and aesthetic considerations, as well as minimize the effects of differing or incompatible land uses through the use of vegetated transition areas, screening and noise control. Design considerations will include the visibility between such uses, existing topography, and existing natural elements. The design review process will encourage creative site design, building design, and building arrangement.

3.2.1 Application

- a. This section shall apply where there is a buffer and/or screening requirement of the Lexington County Zoning Ordinance.
- b. No improvements required by this section may encroach upon a public or private road right-of-way.

3.2.2 Pre-Development Activity

There shall be no clear-cutting or other removal of vegetation within any buffer required by the Lexington County Zoning Ordinance, without the submission of a clearing plan for approval by the Landscape Administrator.

3.2.3 Clearing Plan

Clearing plans submitted for development involving a buffer shall include the following, in addition to the general plan requirements:

- a. Location of buffer as required by the Zoning Ordinance;
- b. Location of screening as required by the Zoning Ordinance;
- c. Location and identification of all canopy trees with a D.B.H. eight inches or greater, and of all understory trees with a D.B.H. of four inches or greater; and,
- d. Location and identification of all trophy trees.

3.2.4 Preservation Within Buffers

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush within the buffer.
- b. Where there is not sufficient existing vegetation, or where topography requires encroachment into the buffer during the development process, vegetation shall be planted or re-planted within the buffer at a minimum average density of one group for every 35 feet, or portion thereof, of buffer area.
- c. Groupings of materials shall be any approved combination of the following:
 - One large canopy tree and three understory trees
 - One large canopy tree and three large evergreen shrubs
 - Equivalent combination as approved by the Landscape Administrator
- d. In all cases, preservation and planting of underbrush, understory trees, and canopy that are

appropriate for the setting is encouraged. The preservation or planning of undesirable underbrush, understory trees, and canopy trees is discouraged as otherwise provided for in the Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush with the buffer.

3.2.5 Screening

- a. The use of vegetation for screening is strongly encouraged. However, where a wall, fence or berm is proposed or being used to satisfy the screening requirements of the Lexington County Zoning Ordinance, at least 50% of the line of screening must be vegetation in front of or in place of the wall, fence or berm to soften the effect. The vegetation must be placed on the protected property line side of the structure.
- b. Whether installed to meet the screening requirements of the Zoning Ordinance or not, all walls, fences or berms visible from the road and less than 500' from the road right-of-way shall also have vegetation in front of at least 50% of the structure.
- c. Access and room for maintenance must be incorporated into the design and placement of the structure and subsequent vegetation.

Section 3. Parking Lots

Parking lots are a natural product of most land uses. The intent of this section is not to fully screen or hide them from view, but to enhance their appearance, break up vast flat visual expanses, provide shade, promote air circulation, and reduce stormwater runoff.

3.3.1 Design Requirements

- a. A parking lot design plan shall be included in the landscaping plan submitted to the Administrator as part of the review process.
- b. Parking spaces that are adjacent to a sidewalk, pedestrian/bike path, or road right-of-way shall be designed such that there is some natural or other element to prevent the bumpers, fenders or doors of vehicles from intruding into the path of pedestrian or vehicular traffic outside the parking space.
- c. All parking lots shall adhere to the minimum space requirements of the Lexington County Zoning Ordinance and the minimum accessible space requirements of the Lexington County Building Code.

3.3.2 Islands

- a. Parking lots that are designed with planted or raised islands shall include an obvious means of pedestrian egress through or between islands at reasonable intervals.
- b. Parking lots that are designed with planted or raised islands shall design the location of the islands so as not to interfere with the opening of car doors in adjacent spaces.

3.3.3 Trees

- a. All developments with greater than eight surface spaces of parking area and associated circulation must include the use of large canopy trees throughout the parking area. In no case shall a parking space be greater than 50 feet from the trunk of a tree. Trees shall be provided at a minimum average density of 1 tree per every 8 spaces.
- b. Where overhead utilities exist or are planned, understory trees may be required instead of large canopy trees, at a replacement density of three understory trees for each canopy tree.

Section 4. Service Areas/Utilities

This section is intended to safeguard the public from the dangers of attractive nuisances, improve community appearance, and minimize noise associated with the operation of service areas and maintenance of utilities while recognizing the necessity of service areas for public health, welfare, and personal conveniences.

3.4.1 Application

- a. The requirements of this Section shall apply to all service areas, equipment, and structures related to garbage collection, utilities and communication, as well as all detention and retention ponds, or other similar stormwater holding areas, to include those in residential subdivisions.
- b. This section shall not be construed to deny access by vehicles and equipment to service areas or for maintenance of detention and retention ponds.

3.4.2 Service Areas and Utilities

- a. Service areas and equipment/structures related to garbage collection, utilities, and communication (i.e. voice, data, or visual) must be screened from view from public rights-of-way and adjoining property through the use of landscaping, berming and/or fencing, or a combination thereof.
- b. All garbage collection sites and containers shall be shielded on all sides by screening that is 100% opaque and at least one foot higher than the item, but not less than six feet regardless of the height of the container. One side may remain open to accommodate receptacle pick-up, provided the open side is positioned to have the least visible impact on surrounding properties and roads. Nothing in this provision implies or allows non-compliance with the maximum permitted noise levels as found in the Lexington County Zoning Ordinance.
- c. Non-power utility fixtures, substations and exposed metal cabinets greater than five feet in height shall be screened from view from any private or public street and from adjoining developed property to the extent practicable after consideration of proper equipment operation, code compliance, security, access and maintenance.

3.4.3 Detention/Retention Ponds

- a. Detention and retention ponds, or other holding areas that are part of a storm/surface water system, should be enhanced as an amenity of the development.
- b. Unless designed as an integral part of a landscape plan or featured as an amenity (i.e., water features in a wet bottom basin or recreation/open space in a dry bottom basin) all detention ponds, retention ponds, or other similar holding areas shall be screened from view from any existing or future private or public street and from adjoining property.
- c. The development of any system shall be in accordance with the provisions of the Lexington County Stormwater Management and Sediment Erosion Control Ordinance, to include the requirement of fencing for safety purposes.

3.4.4 Screening

The use of vegetation for screening is strongly encouraged, however, if fencing or a wall is used for screening of service areas, utilities, or ponds, at least 50% of the structure shall be softened with shrubbery or other vegetation. The vegetation must be placed on the outside property line of the structure. Access and room for maintenance must be incorporated into the design and placement of the structure and subsequent vegetation.

Section 5. Building Design

Landscape features are typically used to visually improve large expanses of concrete or other building materials, mask blandness and blank walls, and compensate for a lack of architectural elements. This section recognizes that good building design and placement can also accomplish this, thus turning landscape features into a frame or enhancement of the building.

3.5.1 Application

- a. Non-residential and Residential Attached (3 or more dwelling units) activities, as described in the Lexington County Zoning Ordinance, shall have all facades visible from the road and less than 500 feet from the right-of-way designed or landscaped in accordance with this section.
- b. Where it is determined by the Landscape Administrator that a building is designed to have all visible facades architecturally enhanced (coining, window treatments, lighting features, etcetera), landscaping may not be a requirement.

3.5.2 Design Elements

- a. Developments whose buildings include great expanses of unadorned, blank walls typical of an industrial, retail, or warehouse use shall include a landscape enhancement plan to screen these walls as part of the development review process.
- b. Acceptable architectural elements in lieu of landscaping should relate to surrounding building materials and scale.
- c. Landscape elements should be of varying heights, textures, and number. They should be spaced intermittently along the designated wall and should not produce the visual effect of a straight hedge.
- d. Landscape design is not intended to hide signage or entrances, rather to frame, enhance, and invite. Signs and driveways should be located in such a manner as to not be obstructed by landscaping or architectural features.

Section 6. Road Corridors

It is recognized that a number of thoroughfares in Lexington County have lost their natural canopies and scenic qualities due to development and road widening projects. It is important then, to the greatest extent practical, that trees in public spaces along the main byways through the community be preserved or reestablished.

3.6.1 Identification of Road Corridors

Any road identified as an Arterial, Collector, or Local Road by the Lexington County Zoning Ordinance shall be considered a road corridor. Where any road corridor or portion thereof is also identified as a scenic corridor, the requirements of Section 7, "Scenic Corridor Protection," shall prevail.

3.6.2 Pre-Development Activity

Recognizing that in some instances lot-clearing and replanting may be the most cost-effective method of development, and that some existing trees are not suitable or desirable as street-frontage trees, developers are encouraged to identify those trees along road corridors that may be preserved during the clearing and development process. The Landscape Administrator may approve preservation of these trees in lieu of or in combination with specific re-planting efforts.

3.6.3 Trees

- a. Street frontage trees shall average at least one tree per forty (40) feet of frontage, or portion thereof.
- b. Where there are not sufficient existing street frontage trees at development sites on road corridors, the Landscape Administrator shall require the addition of canopy or understory trees, or a combination of the two, in order to enhance the street-scape and public space created by development along road frontage.
- c. Street frontage trees required to be planted shall be setback at least 10 feet, but not greater than 20 feet, from the future road right-of-way as established in the Right-of-Way Plan and set forth in the Lexington County Zoning Ordinance.
- d. Large canopy trees to provide shade will be required except where there exist overhead utilities. Where overhead utilities exist or are planned, understory trees may be required instead of large canopy trees, at a replacement density of three understory trees for each canopy tree.
- e. The location of signs and driveways as part of the development shall take into account the required addition of trees. Signs should be designed and placed in a manner so as not to be obstructed by the required street frontage trees along a road corridor.

Section 7. Scenic Corridor Protection

Certain roads in the County, or portions thereof, shall be established for preservation because of their unique character, to include the existence of long-standing natural tree canopies. These scenic roads have an important role in environmental quality, sense of community and history, and economic development. The following provisions are established in order to preserve and protect the natural vistas of certain thoroughfares and byways within the County. Development along these corridors shall be designed with the principal purpose of accommodating and preserving existing tree canopies, to the greatest extent possible. The intent of this Ordinance is not to prohibit extensive development along these corridors, but to retain the unique character in the process of development.

3.7.1 Identification of Scenic Corridors

Criteria for identifying scenic road corridors under this section shall be established by the Lexington County Planning Commission and approved by Lexington County Council. Criteria may include, but not be limited to, the presence of extremely significant tree canopy or cover. **It will be permissible to establish more than one category of scenic corridor designations.**

The Landscape **and Open Space** Maps identifying roads or sections of roads in the unincorporated area of Lexington County that meet the established criteria will be recommended by the Planning Commission and approved by County Council.

Scenic corridors may be removed from or added to the map upon a recommendation of the Planning Commission and approval of County Council. **A list of these corridors will be maintained in the Appendix of this Ordinance.**

3.7.2 Scope of Regulations

This section shall apply to activities as outlined in Section 1.3. Additionally, the following residential activities shall also be required to follow the restrictions in this section on Scenic Corridor Protection:

- a. Residential subdivisions that have lots developed with frontage on a Scenic Corridor. The requirements of this section shall not apply if the portion of the lot that fronts the road is the front yard of the residence.
- b. Developments that contain Residential Attached (two dwelling units) activities.
- c. Mobile Home Parks.

3.7.3 Pre-Development Activity

There shall be no clear-cutting, timbering, or other removal of canopy trees, understory trees, or underbrush within 50 feet of any existing right-of-way along a scenic corridor without the submission of a clearing plan for approval by the Landscape Administrator.

3.7.4 Clearing Plan

Clearing plans submitted for activities along scenic corridors shall include the following, in addition to the general plan requirements:

- a. Location and identification of all canopy trees with a D.B.H. of eight inches or greater, and all understory trees with a D.B.H. of four inches or greater.
- b. Location and identification of all trophy trees.

3.7.5 Preservation Requirements

Scenic Corridor 1

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush within the first 25 feet along a Scenic Corridor 1. The only development allowed within the first 25 feet behind the road right-of-way shall be a sign and an entrance driveway regardless of any buffering requirements of the Lexington County Zoning Ordinance.
- b. Except as otherwise provided for in this Ordinance, all canopy trees with a D.B.H. of eight inches or greater, and all understory trees with a D.B.H. of four inches or greater, shall be preserved within the area 26 - 50 feet deep along a scenic corridor.
- c. Parking, groomed conditions, and natural conditions may be utilized within the area 26 - 50 feet deep along a Scenic Corridor 1 to augment the preserved trees.
- d. Where the imposition of a 50-foot zone represents greater than 20% of the area of a parcel, as platted prior to the enactment date of this ordinance, the combined natural and landscaped zone may be reduced from 50 feet to 20% of the parcel area. This reduced area shall be proportionately shared between the natural conditions and other uses as described above.
- e. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 1, the Landscape Administrator shall require that the first twenty-five feet be preserved in as natural a condition as possible with an opportunity for the area to re-vegetate naturally in a manner similar to other portions of the corridor. Where there are no substantial trees in this area, the Landscape Administrator may require street frontage trees (as required in *Article 3, Section 6, Major Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.
- f. In all cases, preservation of underbrush, understory trees, and canopy trees that are appropriate for the setting is encouraged. The preservation or planting of undesirable underbrush, understory trees, and canopy trees is discouraged.

Scenic Corridor 2

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy and understory trees within the first 25 feet along a Scenic Corridor 2. The only development allowed within the first 25 feet behind the road right-of-way shall be a sign and an entrance driveway regardless of any buffering requirements of the Lexington County Zoning Ordinance.
- b. Where the imposition of a 25-foot zone represents greater than 20% of the area of a parcel, as platted prior to the enactment date of this ordinance, the scenic zone may be reduced from 25 feet to 20% of the parcel area.
- c. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 2, the Landscape Administrator shall require that the first twenty-five feet be preserved in as natural a condition as possible with an opportunity for the area to re-vegetate naturally in a manner similar to other portions of the corridor. Where there are no substantial trees in this area, the Landscape Administrator may require street frontage trees (as required in *Article 3, Section 6, Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.

- d. In all cases, the preservation and planting of understory and canopy trees that are appropriate for the setting shall be required. The preservation or planting of undesirable underbrush, understory trees, and canopy trees is discouraged.

Scenic Corridor 3

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy and understory trees along a Scenic Corridor 3 that may serve as street frontage trees in accordance with *Article 3, Section 6, Road Corridors*.
- b. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 3, the Landscape Administrator shall require the street frontage trees (as required in *Article 3, Section 6, Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.
- c. In all cases, the preservation and planting of understory and canopy trees that are appropriate for the setting shall be required. The preservation or planting of undesirable understory and canopy trees is discouraged.

3.7.6 Signs and Entranceways

Proper preservation of scenic corridors is compatible with the economic feasibility and visibility of development. The placement of signs and entranceways along a scenic corridor shall be designed in such a manner as to minimize the impact on preserved trees.

3.7.7 Additional Zoning Requirements

Where there is a scenic corridor designation, additional restrictions are contained in the Lexington County Zoning Ordinance.

Article 4 – Open Space Requirements

Improving the quality of all development activities, whether residential or non-residential, contributes to the general welfare, prosperity, and pride of the County; and if the preservation of open space is involved there is the opportunity to mitigate potential environmental damage and promote a healthier and more livable community.

The following open space requirements are established in order to preserve and enhance existing vistas; improve appearance; offset the environmental impact of large expanses of impervious surfaces; improve ground water recharge; and promote adequate light, air, and open space for the residents of and visitors to Lexington County.

It is the intent of this article to encourage creativity in layout design by being as flexible as possible in the application of open space standards.

4.1 Residential Subdivisions

The purpose of this section is to provide guidelines for the establishment of suitable and usable open space within all proposed residential subdivisions with lot sizes less than two acres or which have at least ten lots.

4.1.1 Quantity of Open Space

At least ten (10) percent of the total gross land area of the subdivision shall be designated as open space. The following shall be counted toward this minimum open space requirement provided they are actually set aside on property separate from the subdivision parcels:

- a. Natural features (riparian areas, wetlands, natural ponds, streams, wildlife corridors, steep slopes, etc.), natural hazard areas (floodplains, floodways, etc.), stormwater features (drainage channels, ditches, ponds, etc.), and land area occupied by Low Impact Development (LID) stormwater management devices;
- b. Land designated as open space as a result of the Scenic Corridor Section of this ordinance; and
- c. Land occupied by active and passive recreational uses such as pools, playgrounds, tennis courts, jogging trails, ball fields, and clubhouses used primarily for recreation purposes. However, this category of open space can only encompass up to fifty (50) percent of the required open space.

4.1.2 Location

Where relevant and appropriate, open space shall be located so as to be readily accessible and useable by the residents. If possible, a portion of the open space should provide a focal point(s) for the subdivision, preferably at the entrance.

On Scenic Corridor 1's, at least the first 25 feet from the road right-of-way shall be designated as open space. On Scenic Corridor 2's and 3's with at least 66 feet of right-of-way, at least the first 15 feet from that right-of-way shall be designated as open space. On Scenic Corridor 2's and 3's with only 50 feet of right-of-way, at least the first 20 feet from that right-of-way shall be designated as open space.

4.1.3 Configuration

The open space shall use contiguous and compact design elements where possible. These spaces, where applicable, should be interconnected with trail systems, buffer areas, scenic corridors, natural features, or as a portion of the stormwater management system.

Where open areas, trails, parks, or other public spaces are planned or exist adjacent or within the subdivision, the open space shall, to the maximum extent practicable, be located to adjoin, extend, and enlarge the existing area.

To the maximum extent practicable, the open space should be located and organized to include, protect, and/or enhance as many of the following open areas and features as possible:

1. Natural features (riparian areas, wetlands, natural ponds, streams, wildlife corridors, steep slopes, etc.), natural hazard areas (floodplains, floodways, etc.), stormwater features (drainage channels, ditches, ponds, etc.), and land area occupied by Low Impact Development (LID) stormwater management devices;
2. Areas containing groupings of mature trees, groupings of younger trees with the potential to develop into a forest ecosystem, and trophy trees as defined within this Ordinance;
3. Landscaped buffers or visual transitions between different types or intensities of uses; and
4. Habitat and corridors for wildlife species.

4.1.4 Access

Open space shall either front on the road right-of-way within the subdivision or shall have a minimum 20-foot dedicated right-of-way between lots or along property lines to the open space. This access area shall be counted toward this minimum open space requirement.

Motorized vehicles such as motorcycles or all-terrain vehicles shall not be allowed access to the designated open space.

4.2 Golf Courses

The purpose of this section is to provide guidelines for the establishment of suitable and usable open space within the layout of golf courses, to be utilized only in the event the golf course is abandoned as an activity at some point in time.

4.2.1 Quantity of Open Space

A buffer strip of open space at least 100 feet wide shall be established in each of the required locations.

4.2.2 Location

The open space shall be required to be established where residential uses are a part of the development that contains the golf course and where those uses adjoin the fairways that are part of the golf course portion of the development. The designated buffer strip shall extend along the entire length of the residential property line that adjoins the fairways. This shall include all residential lots regardless of whether the lot contains a house.

Where there is a larger tract of land containing a house adjoining the fairways of the golf course the following shall apply. The residential activity [generally the building footprint] that is more than 300 feet from this property line does not qualify for this open space amenity, and a residential activity that is within 300 feet of, but more than 150 feet from, the golf course qualifies for an open space buffer of 50 feet.

4.2.3 Access

This open space shall either front on a road right-of-way or shall have a minimum 20-foot dedicated right-of-way which extends to a road.

Motorized vehicles other than golf carts, such as motorcycles or all-terrain vehicles, shall not be allowed access to this designated open space.

4.2.4 Use of the open space

This open space is being required as a buffer area and shall be used for no activities more intense than passive recreation. If there is golf course property not included in this open space requirement which is accessible only through the buffer area, then a single access point will be allowed as long as that access follows the shortest route possible and comes no closer than 50 feet to any existing residential property lines.

4.3 Ownership of Open Space

Ownership of required open space may be handled in many ways. It may be allowed to be dedicated to Lexington County if it is an integral part of the storm drainage and water quality protection system. It may also be made part of lands owned and managed by a property owners association or dedicated to some other public agency such as a County recreation commission. The use of conservation easements is encouraged and may also allow for additional ownership options.

Article 4-5 – Nonconformity

4-5.1 Purpose

The purpose of this Article is to control, improve or terminate activities which do not conform to one or more provisions of this Ordinance. If an activity was legally established with all required local, state and federal land use permits and approvals, yet does not currently conform to one or more provisions of this Ordinance, it may qualify as a legal nonconformity.

4-5.2 Right to Continue a Nonconformity

A legal nonconformity may be continued without compliance with this ordinance if the degree of nonconformity is not increased. This means that modifications, enlargements, expansions, extensions, substitutions or other changes in the nonconforming activities or facilities must comply with the provisions of this Ordinance as follows:

Any building enlargements, expansion of parking facilities, and other expansions of use must meet the applicable sections of this Ordinance, for the expansion or enlargement only.

Any substituted use that must meet a greater buffer or screening requirement under the Lexington County Zoning Ordinance than the legal nonconformity will be required to meet the requirements of Article 3, Section 2, "Land Use Compatibility."

4-5.3 Required Conformance of Legal Nonconformities

All properly permitted activities which are nonconforming as of the date of the implementation of this Ordinance shall be allowed to remain as developed.

4-5.4 Required Notice

Notice must be given by the Landscape Administrator at least six months prior to the enforcement of any of the provisions of this Article.

Article 5 6 – Administration

Section 1. General Provisions

5 6.1.1 Landscape Administrator

The administration and enforcement of this Ordinance shall be the responsibility of the Lexington County Landscape Administrator.

a. Duties

1. Administer and enforce all applicable provisions of this Ordinance.
2. Administer and enforce the actions of the Board of Zoning Appeals as related to this Ordinance.
3. Attend all meetings of the Board of Zoning Appeals related to this Ordinance.
4. Maintain current and permanent records relative to the adoption, amendment, administration, and enforcement of this Ordinance.
5. Provide information to the public on all matters relating to this Ordinance.

b. The Landscape Administrator, or persons engaged by him to perform tests or any other duties, may enter upon any land within the jurisdiction of this Ordinance and make examinations and surveys. They may also place or remove public notices as required by these regulations. However, there shall be no right of entry into any building without the consent of the owner.

5 6.1.2 Site Plan Review

Buildings, structures, or activities within the unincorporated area of the County which fall under the provisions of this ordinance must submit a site plan for review and approval prior to construction or development. The site plan should include information and exhibits as deemed necessary to determine that the proposed development of the property complies with this Ordinance. The Landscape Administrator may alter those requirements in order to avoid the submission of either unnecessary or inadequate information.

5 6.1.3 Compliance

No building, structure, or activity for which a landscape review shall be completed shall be used or occupied until the Landscape Administrator has indicated that compliance has been made with all applicable provisions of this Ordinance.

5 6.1.4 Fees

A fee established by County Council shall be assessed for every site plan reviewed for compliance with the provisions of this Ordinance. This fee shall be paid to Lexington County before or upon the issuance of any plan approvals, except when deemed unnecessary by the Landscape Administrator for purposes of enforcement of this Ordinance.

Section 2. Variances and Appeals

- 5 6.2.1** The Lexington County Board of Zoning Appeals shall serve as the appeal body for any variance requests or appeals sought under the provisions of this Ordinance.
- 5 6.2.2** A written application for a variance or appeal shall be filed with the Landscape Administrator by the property owner or his designated agent or the aggrieved party. Copies of the application shall be transmitted to members of the Board. A fee established by County Council shall accompany every application.
- 5 6.2.3** Procedures governing the Board of Zoning Appeals shall be as determined in the Lexington County Zoning Ordinance.
- 5 6.2.4** The County shall have the option of having its own independent expert(s) review materials submitted by the applicant and advise the Board in its deliberations.

Section 3. Amendments

5 6.3.1 Purpose

The Lexington County Council may, from time to time, amend the text of this Ordinance in the manner set forth below, where it is alleged that there was an error in the original Landscape Ordinance, where conditions have changed so as to warrant a change in landscape requirements, or where in the opinion of the Lexington County Council, such change shall serve to promote the public health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Lexington County.

5 6.3.2 Procedures

Amendments to this Ordinance may be proposed by the Lexington County Council, the Lexington County Planning Commission, or by an interested party.

- a. An application for amendment shall be filed with the Landscape Administrator.
- b. These regulations may be amended after notice and public hearing in the same manner as prescribed by law for their original adoption.

5 6.3.3 Extent of Amendment Granted

The County Council may grant a more restrictive landscape amendment, but not a less restrictive amendment, than formally requested by the applicant.

5 6.3.4 Enactment

Upon enactment of an amendment by County Council, the Landscape Administrator shall immediately cause said amendment to be inserted into the text of the Ordinance.

Section 4. Enforcement

5 6.4.1 Violations

Wherever the Landscape Administrator, or his authorized representative, finds a violation of this Ordinance, he shall direct compliance as he deems necessary, to include the issuance of verbal and/or written compliance orders. Additional enforcement actions may include the following:

- a. The revocation of any site plan approvals issued;
- b. The withholding of any related permits, plats, inspections, or other permissions, approvals, or privileges authorized by any County ordinances; or
- c. Redress through legal action as described in the following Section.

5 6.4.2 Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances) shall constitute a misdemeanor. Any person, firm, or corporation who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than the maximum allowable penalty under the jurisdiction of the Magistrate's Court. Each day such violation continues shall be considered a separate offense. The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided for herein.

Notice of violation shall be sufficient if directed to the owner or the agent of the owner and left at his known place of residence or place of business.

The Landscape Administrator or other appropriate County official may also seek injunctive relief or any other appropriate action in courts of competent jurisdiction to enforce the provisions of this Ordinance.

5 6.4.3 Liability

Any Board member, the Landscape Administrator, or other employee charged with the enforcement of this Ordinance, acting for Lexington County in the discharge of his duties, shall not thereby render himself liable personally. He is hereby relieved from all personal liability and shall be held harmless by Lexington County of any damage that may accrue to persons or property as a result of any act required or permitted in the proper discharge of his duties. Any suit brought against a Board Member, the Landscape Administrator, or employee charged with the enforcement of this Ordinance because of such act performed by him in the enforcement of any provision of this Ordinance shall be defended by legal representatives furnished by Lexington County until the final termination of such proceedings.

Section 5. Legal Status

5 6.5.1 Conflict with Other Laws

Whenever the provisions of the Ordinance impose regulations that are in conflict with those of other County ordinances, other governmental agencies, or privately executed restriction, the more restrictive regulations shall apply. The same shall be true if there is a conflict between provisions within the body of this Ordinance.

5 6.5.2 Separability

Should any article, section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any other article, section, clause, or provision of this Ordinance.

Appendix

This Landscape Ordinance was created by Lexington County with a focus on the preservation or planting of trees for shade, erosion control, and transition between land uses, while balancing the needs and demands of a quickly developing community.

The selection of trees to be planted to meet the specific requirements of this ordinance should be limited to native species, in order to help assure hardy and mature growth. In order to limit the potential for maintenance problems and poor growth, hybrids, non-native species, and aggressive or invasive species should be avoided, as well as species outside their normal range.

Trophy Trees

The Ordinance describes the category of trophy trees as those trees that are significant by their size and type and as such should be preserved wherever possible. Guidelines detailed within the Ordinance address the circumstances in which preservation of trophy trees is not feasible. The specifications for determining trophy trees are as follows:

| | |
|--|------------|
| Hardwoods Canopy Trees, except: sweet-gum yellow popular | >24"D.B.H. |
| Pines | ≥30"D.B.H. |
| Understory Trees | >12"D.B.H. |

The specifications for trophy trees may be revised by staff upon direction by Lexington County Council as part of a regularly scheduled meeting.

Additional Resources

The following is a list of resources for information on proper planting and maintenance:

SC Forestry Commission
P.O. Box 21707
Columbia, SC 29221-1707

Clemson Extension Service
Lexington County Office
605 West Main Street, Suite 109
Lexington, SC 29072

SC Forestry Association
P.O. Box 21303
Columbia, SC 29221



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 |

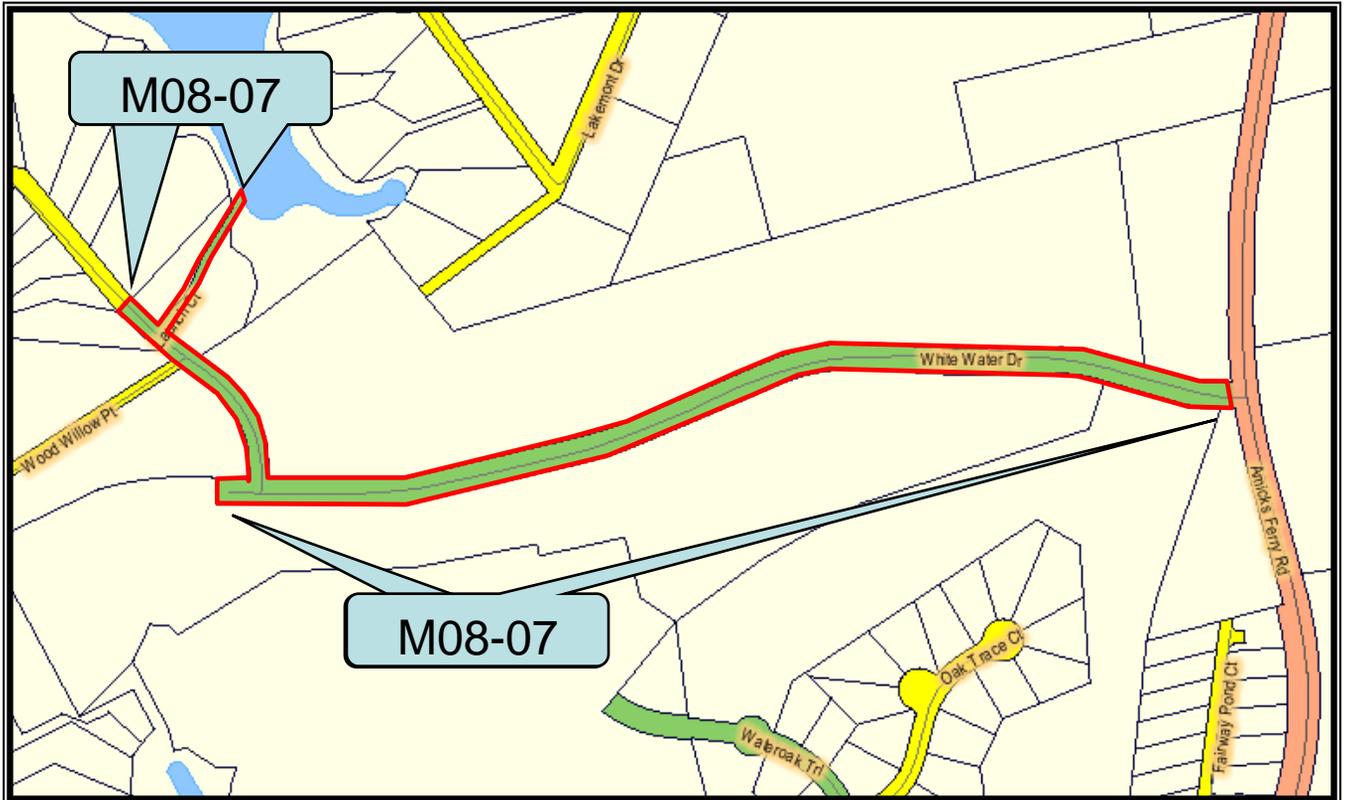
| | |
|----------|---------------------|
| 06/30/08 | Fee Received |
| 09/08/08 | Property Posted |
| 10/23/08 | Planning Commission |

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 |
|----------|---------------|----------|----------------|----------------|---------------|

Results: _____

Zoning Map Amendment Application M08-07



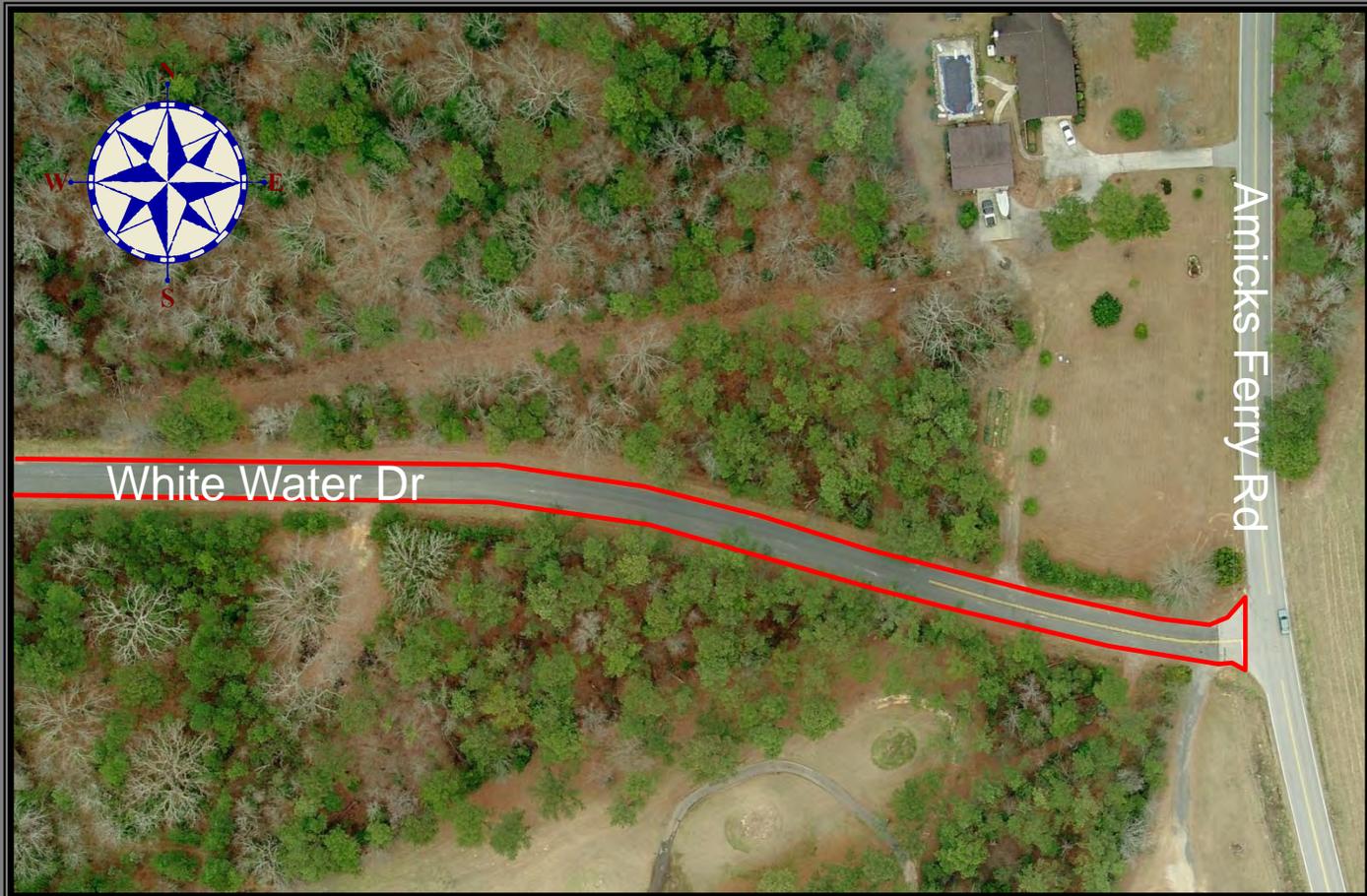
ZONING LEGEND

| | | | | | |
|---|---------------------------|---|------------------------------|--|---------------------------------|
|  | 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 |
|----------|---------------|---------|----------------|----------------|---------------|

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

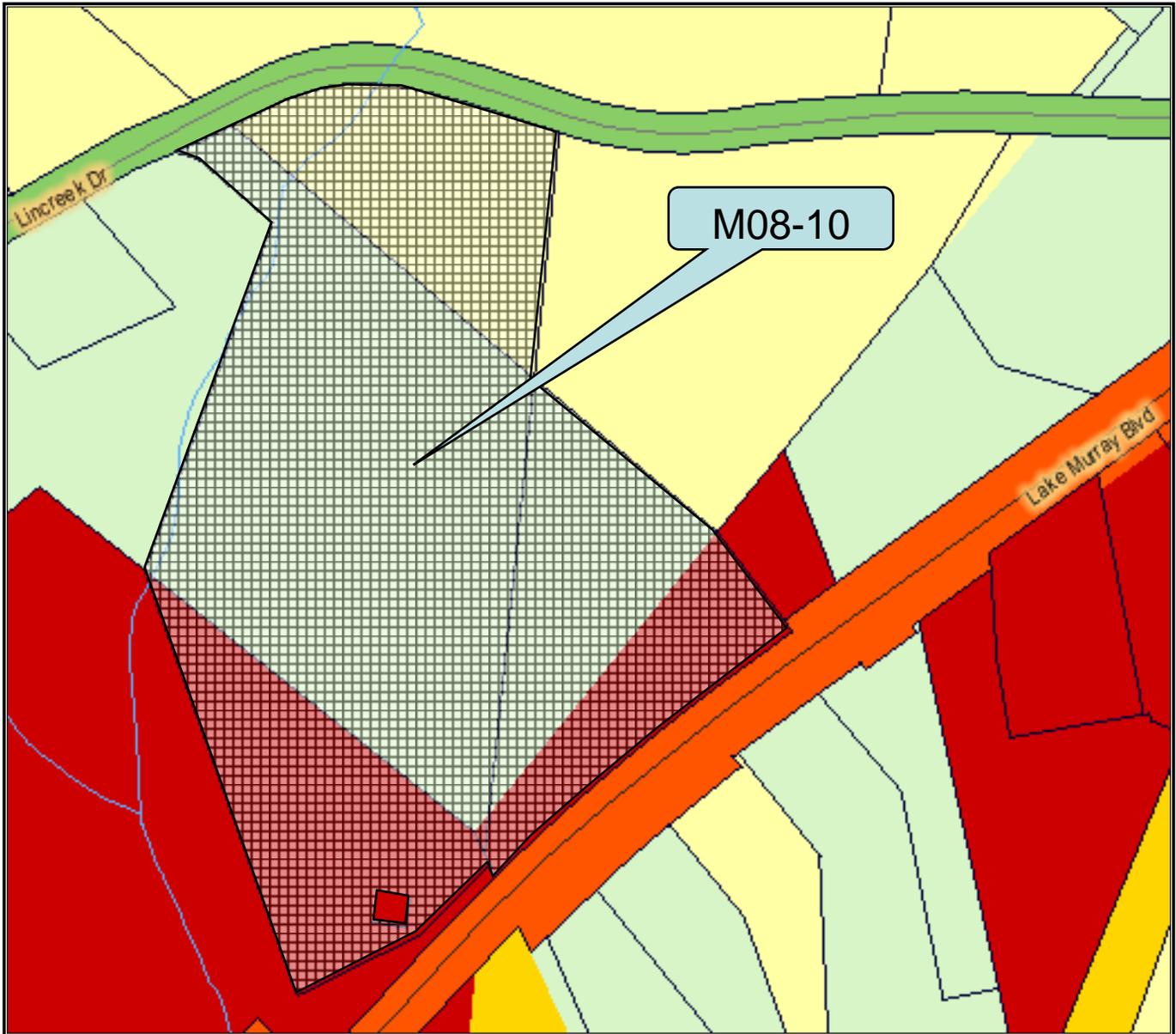
Table with 2 columns: Date, Action. Rows: 08/26/2008 Fee Received, 09/29/2008 Property Posted, 10/23/2008 Planning Commission

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

Table with 5 columns: Date, Action, 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.

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.

Impact of OPEB liability on the County's Post Employment Health Insurance Benefits

OPEB Liability Actuarial Estimate: \$25M (not including Recreation Commission)

Current Retiree Plan: \$ 5M

- Impact of increasing retiree plan eligibility to 20 yrs: liability reduced by 20 % (\$ 5M)
- Change in premiums on existing 65 retirees: (150% of active employee rate – decrease plan cost \$425,000)

New Retiree Plan: Retirement HRA

- Impact of Retirement HRA: No unfunded liability in long run (Depending on rate charged: COBRA rate - reduced OPEB Liability
Age-rated premiums – No OPEB Liability)

Action Items:

9/23/08

- Notify Recreation Commission that eligibility for their group will end on 12/31/08

10/28/08

- Revise Retirement Plan eligibility for future participants & clarify plan (Effective 11-01-08)
 - Option 1: 150% active employee rate for employee, current COBRA rate for spouse and dependent
 - Option 2: Current COBRA rate for employee, spouse, & dependent
- Adjust existing retiree premiums (Effective date 1/1/09)
 - 150% of active employee rate for employee, spouse, & dependent
- Revise plan deductible from \$250 to \$350 and max. out of pocket from \$1,500 to \$1,750 (Effective date 1/1/09)

Prior to 7/1/09

- Implement Retirement HRA for existing and future employees
- Explore high deductible HRA or HSA for claims

Attachments: Specific Proposed Plan Changes
Sample Rate and Contribution Tables

COUNTY OF LEXINGTON

POST EMPLOYMENT HEALTH INSURANCE PLAN

Effective October 28, 2008, the following Retiree Plan is available to full-time Active Employees

BENEFITS:

The benefits and plan design for the Post Employment Health Insurance Plan are the same as those for the County Health Insurance Plan available to active employees.

ELIGIBILITY:

Option 1:

An employee retiring with full (unreduced) benefits under the S.C. Retirement System or the Police Officers Retirement System, and having (A) **twenty (20) consecutive** years of county service,* or (B) **disability benefits as a result of a work related accident that occurred while working for the County of Lexington** and having ____ years of county service.*

Retiring with *unreduced* benefits as follows:

State Retirement

65 years of age

28 years of service

Police Retirement

55 years of age

25 years of service

Option 2:

An employee retiring with reduced benefits under the State or Police Retirement Systems, or **disability benefits as a result of a non-work related accident** and having ____ years of county service.*

Retiring with *reduced* benefits as follows:

State Retirement

60 years of age

55 years of age w/ 25 years of service

Disability Retirement

Police Retirement

Disability Retirement

*Years of service include regular full-time and regular part-time employment.

ENROLLMENT:

Employees must decide if they want to enroll under the COBRA Health Insurance Plan, or the Post Employee Plan at the time of termination. If the employee chooses the Post Employment Plan, he/she will **not** be given another opportunity to enroll under the COBRA Plan.

Employees wishing to take part in the post employment plan **must** complete an enrollment form in the Human Resources Office within thirty-one (31) days of their termination date. Coverage will begin on the first of the month following the termination date.

COVERAGE PERIOD:

Coverage will remain in effect until the Participant is eligible for Medicare coverage (age 65) and with the following special contract provisions:

- a. If the former employee is **eligible** under another benefit plan provided through his/her or spouse's employment, he/she will no longer be eligible for the county plan.
- b. Upon death of the former employee, spouse coverage may be continued for a period of five (5) years, remarriage or when becoming eligible for Medicare, whichever comes first.
- c. The former employee may continue coverage he/she had under the active plan. That is, if the individual had single coverage, they may enroll for retiree single coverage.
- d. If premium payments are not kept current, this is within thirty (30) days from the due date, coverage will lapse and will not be reinstated.
- e. When the former employee becomes eligible for Medicare, coverage may be continued on the underage spouse for a period of five (5) years after retirement or until the spouse becomes eligible for Medicare, or whichever comes first.
- f. Dependent coverage may be maintained only so long as employee or spouse maintains coverage under provisions of this Plan.

PREMIUMS:

Option 1:

| | |
|--------------------|------------------------------|
| Employee | 150% of active employee rate |
| Spouse & Dependent | Current COBRA rate |

Option 2:

| | |
|--------------------|--------------------|
| Employee | Current COBRA rate |
| Spouse & Dependent | Current COBRA rate |

The COBRA rate is subject to change at the beginning of each Benefit Year. Premiums will be due on the 1st of each month and are to be mailed directly to the Human Resources Office. The Participant is responsible for seeing that payments are kept current, as the Human Resources Office will **not** be sending invoices.

END OF COVERAGE:

Coverage will end on the last day of the month in which the former employee or their dependents are no longer eligible for coverage, or the county no longer offers coverage.

Participants in the Plan must notify the Human Resources Office within one month of the following:

- becoming eligible for other insurance
- remarriage of a former spouse
- becoming eligible for Medicare
- dependents no longer meeting the definition of a dependent under our group medical insurance plan.

The County of Lexington makes no guarantee, expressed or implied, as to the continuance of this post employment insurance plan. At the discretion and upon the vote of Lexington County Council this plan may be modified or terminated.

COUNTY OF LEXINGTON
11TH CIRCUIT LAW ENFORCEMENT NETWORK
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 Revenues Thru Jun 2007-08 | Requested 2008-09 | Approved 2008-09 |
|-------------------------------------|-----------------------|-------------------|----------------------------------|---|--|----------------------|---------------------|
| * L/E - 11th LEN Grant 2416: | | | | | | | |
| Revenues: | | | | | | | |
| 457000 | Federal Grant Income | 19,603 | 16,335 | 22,505 | 22,505 | 24,000 | 24,000 |
| ** Total Revenue | | <u>19,603</u> | <u>16,335</u> | <u>22,505</u> | <u>22,505</u> | <u>24,000</u> | <u>24,000</u> |
| ***Total Appropriation | | | | | 22,505 | 24,000 | 24,000 |
| FUND BALANCE | | | | | | | |
| Beginning of Year | | | | | | | |
| | | | | | <u>339</u> | <u>339</u> | <u>339</u> |
| FUND BALANCE - Projected | | | | | | | |
| End of Year | | | | | | | |
| | | | | | <u><u>339</u></u> | <u><u>339</u></u> | <u><u>339</u></u> |

Fund 2416
Division: Law Enforcement
Organization: 151200 - Operations

| | | BUDGET | | | | | |
|---|--|-------------------|-----------------------------|-------------------------------|----------------------|----------------------|---------------------|
| Object Code | Expenditure Classification | 2006-07 Expend | 2007-08 Expend (June) | 2007-08 Budgeted (June) | 2008-09 Requested | 2008-09 Recommend | 2008-09 Approved |
| Personnel | | | | | | | |
| * Total Personnel | | 0 | 0 | 0 | 0 | 0 | 0 |
| Operating Expenses | | | | | | | |
| 521208 | Police Supplies | 1,079 | 995 | 996 | 0 | 0 | 0 |
| 525210 | Conference & Meeting Expenses | 6,883 | 5,961 | 11,495 | 8,452 | 8,452 | 8,452 |
| 525230 | Subscriptions, Dues, & Books | 0 | 0 | 0 | 1,060 | 1,060 | 1,060 |
| 525600 | Uniforms & Clothing | 819 | 1,477 | 1,758 | 1,070 | 1,070 | 1,070 |
| * Total Operating | | 8,781 | 8,433 | 14,249 | 10,582 | 10,582 | 10,582 |
| ** Total Personnel & Operating | | 8,781 | 8,433 | 14,249 | 10,582 | 10,582 | 10,582 |
| Capital | | | | | | | |
| 540000 | Small Tools & Minor Equipment | 356 | 943 | 1,000 | 0 | 0 | 0 |
| | All Other Equipment | 10,697 | | | | | |
| 5A8461 | (4) Handheld Radar Units | | 5,222 | 5,222 | | | |
| 5A8462 | (5) Digital Cameras & Accessories | | 1,796 | 2,034 | | | |
| 5A9426 | (2) Laptop Computers & Accessories | | | | 3,210 | 3,210 | 3,210 |
| 5A9427 | (1) Digital Video Camera & Accessories | | | | 1,070 | 1,070 | 1,070 |
| 5A9428 | (7) In-Car Radar Units & Accessories | | | | 9,138 | 9,138 | 9,138 |
| ** Total Capital | | 11,053 | 7,961 | 8,256 | 13,418 | 13,418 | 13,418 |
| *** Total Budget Appropriation | | 19,834 | 16,394 | 22,505 | 24,000 | 24,000 | 24,000 |

SECTION III. – PROGRAM OVERVIEW

As the Host Agency of the 11th Judicial Circuit Law Enforcement Network, the Lexington County Sheriff's Department has been awarded a grant in the amount of \$24,000. The Law Enforcement Network Traffic Support Team, which is made up of all the municipalities within Lexington County, will be allocated 75% (\$18,000) of the awarded funds to increase the efficiency and effectiveness of the traffic enforcement units. The remaining 25% (\$6,000) is mandated to be used by the Host Agency for the same purpose.

There is no match to this grant.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

525210 – CONFERENCE AND MEETING EXPENSES \$8,452

In the terms and conditions of the 11th Judicial Circuit Law Enforcement Network grant, it requires that the Coordinator and the Assistant Coordinator attend the National Highway Safety Law Enforcement Conference. The grant also requires that a monthly meeting be held for training of the 11th Judicial Circuit Law Enforcement Network Traffic Support Teams.

The estimated cost for the Coordinator and Assistant Coordinator to attend the National Highway Safety Law Enforcement Conference is \$1,412.

Based on the number of attendees to last year's meetings, the estimated cost for these monthly meetings is \$7,040. Last fiscal year there was an average of 125.71 attendees per meeting (125.71 attendees X 8 meetings X \$7.00/attendee = \$7,039.76).

525230 – SUBSCRIPTIONS, DUES, BOOKS \$1,060

The South Carolina Code of Law Books with compact discs will allow officers to keep updated on all South Carolina laws and to have this information readily available for traffic officers while on the street. (The estimated cost for these books \$33.00 X 30 books = \$1,060.)

525600 – UNIFORMS AND CLOTHING \$1,070

The Law Enforcement Network grant requires that specialized shirts and uniforms with the LEN emblem be worn by the traffic officers when working on LEN tasks. These uniforms will be distributed to each participating agency in the 11th Judicial Circuit Law Enforcement Network. (The cost of the shirts and uniforms is estimated.)

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

5A9426 - (2) LAPTOP COMPUTERS AND ACCESSORIES \$3,210

The laptop computers will be used by the Sheriff's Department Traffic Division for the purpose of reconstructing collisions, the prosecution of DUI cases, maintaining statistics on-site, maintaining files, and creating PowerPoint with intensive graphics for educational purposes. (The estimated cost is \$1,500 X 2 plus 7% tax of \$210 = \$3,210.)

5A9427 - (1) DIGITAL VIDEO CAMERA AND ACCESSORIES \$1,070

The digital video camera will be by the Sheriff's Department Traffic Division for court documentation purposes, filming collision sites, and educational presentations. The digital video camera will be used with the laptop computers to download videos for presentations. (The estimated cost including tax and shipping is \$1,070.)

5A9428 - (7) IN-CAR RADAR UNITS AND ACCESSORIES \$9,138

The radar units will be used by the LEN agencies as a tool to measure speed and convict offenders, which will result in a reduction in the number of speed related collisions. (The estimated cost is \$1,220 X 7 plus 7% tax of \$597.80 = \$9,137.80.)



South Carolina Department of Public Safety
Office of Highway Safety

October 1, 2008

Sheriff James Metts
Lexington County Sheriff's Office
P.O. Box 639
Lexington, SC 29071-0639

Re: Highway Safety Grant Number: 2JC09011

Dear Sheriff Metts:

I am pleased to provide you, as the Host Agency for the 11th Judicial Circuit Law Enforcement Network, with a grant award approved by this office in the amount of **\$24,000** (\$6,000 for the Host Agency and \$18,000 for LEN Support), with funding beginning October 1, 2008. In order to complete the contract for this award, it is necessary for you, as the Sheriff, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

Dr. Ed Harmon, Assistant Director
Office of Highway Safety
S. C. Department of Public Safety
P. O. Box 1993
Blythewood, South Carolina 29016

A copy of the Request for Payment form is available online at www.scdps.org/ohs. This form is to be completed and submitted quarterly. The first Request for Payment for this grant is due February 1, 2009, for the quarter ending December 31, 2008. Timely submission of the request will ensure the processing of eligible claims filed against this grant.

Also included are the Special Conditions and the approved budget. Please review them carefully as returning the signed grant award indicates your willingness to accept the Special Conditions placed upon you as the subgrantee.

Congratulations on your network's funding for FFY 2009. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned Law Enforcement Liaison, Dennis Ray, toll free at 1-877-349-7187, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

Enclosures

cc: Lt. J. B. Crawford
Dennis Ray
Ms. Daphne Shook
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Lexington County Sheriff's Office

Grant Period: 10/1/2008 – 9/30/2009

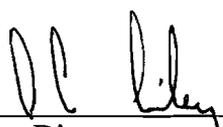
Date of Award: October 1, 2008

Amount of Award: \$24,000

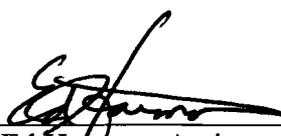
Grant Number: 2JC09011

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the continuation of the 11th Judicial Circuit Law Enforcement Network and within the purposes and categories authorized for the Highway Safety grants.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety in accordance with regulations.



Phil Riley, Director
Office of Highway Safety



Ed Harmon, Assistant Director
Office of Highway Safety

Acceptance of Grant Award:



Signature of Sheriff

Signature – Other Required Official

THIS GRANT AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

FFY 2009 LAW ENFORCEMENT NETWORK GRANT BUDGET*
HOST AGENCY (25% OF GRANT AWARD)
LEN SUPPORT (75% OF GRANT AWARD)

- Meeting room costs
- Office supplies
- Travel for approved conferences, training and events
- Plaques and/or Certificates for awards presentation
- Shirts / Jackets / Hats with LEN Logo
- Portfolios
- Ticket book covers
- Traffic Law books
- Flashlights (rechargeable or battery)
- Digital cameras
- Digital recorders
- GPS devices (devices must be capable of displaying the proper format for Uniform Traffic Summons and Traffic Collision Report Form)
- Laptop computer system and printer
- Speed Measuring Devices (speed trailer, speed monitoring/data collection device, laser, in-car and handheld)
- In-Car Video Camera
- Software and mounting hardware for Mobile Data Terminals
- Air cards for Mobile Data Terminals
- Checkpoint Trailer
- Checkpoint Supplies (signs, vests, cones, flares, portable generator, tower work lights)
- Emergency Lights
- Educational Materials
- Print Ads (outdoor, newspaper and magazine) **Any and all media messages must receive written pre-approval from the Office of Highway Safety.**

***Please note that LEN Coordinators may request revisions of this budget three times during the grant year provided a "Request for Payment" has been submitted for the previous quarter. Revision requests are to be submitted to the Office of Highway Safety no later than the following dates: February 2, 2009; May 1, 2009 and August 3, 2009.**

**Law Enforcement Network
Mini-Grant
Special Conditions
FFY 2009**

1. The mini grant award is contingent upon approval and availability of federal funds.
2. The LEN Coordinator and the appropriate financial staff person who will be handling the details of the grant for the LEN Coordinating Agency will attend a pre-work conference within one month of the mini-grant award.
3. Submit a copy of your agency's travel regulations by the date of the scheduled pre-work conference and updates when they occur.
4. The LEN Coordinating Agency's responsible person must submit, at a minimum, the quarterly Request for Payment (RFP) documents to the Office of Highway Safety for reimbursement of items/services purchased. If no funds have been expended, the agency should indicate thus on the RFP form. RFP's must distinguish between items requested for reimbursement for the coordinating agency and those requested for reimbursement for LEN support.
5. The LEN Coordinator shall submit to the Office of Highway Safety any required reports of enforcement, educational and media activity due by established deadlines for the Coordinating Agency and will make attempts to gather reports of enforcement, educational and media efforts from LEN member agencies. LEN Coordinators should utilize high-value incentive items as motivational tools to increase enforcement and improve reporting within the respective LEN's. The Office of Highway Safety will furnish each LEN Coordinator with a list of reporting agencies for a specific period of time as requested by the Coordinator.
6. The LEN Coordinating Agency shall participate in all aspects (enforcement, education and media) of the statewide *Buckle Up South Carolina. It's the law and it's enforced* campaign and will promote and encourage LEN members to participate also.
7. The LEN Coordinating Agency shall participate in all aspects (enforcement, education and media) of the *Sober or Slammer!* sustained DUI enforcement campaign to include at least one (1) DUI enforcement activity per month and an additional four (4) nights of DUI enforcement activity during the Christmas/New Year's 2008-2009 and the Labor Day 2009 crackdowns. Periodic use of the Breath Alcohol Testing (BAT) Mobile unit is encouraged during the sustained DUI enforcement campaign. The LEN Coordinating Agency will promote the *Sober or Slammer!* campaign among LEN members and encourage multi-jurisdictional enforcement efforts.

LEN
Mini-Grant
Special Conditions
Page 2

8. The Office of Highway Safety encourages LEN's to meet monthly. However, the LEN Coordinating Agency shall agree to conduct at least bi-monthly meetings of the Law Enforcement Network. The meetings are required to be planned with a written agenda and sign-in sheet.

9. The LEN Coordinator, when issuing incentive awards having a value of \$1,000 or more, will submit a copy of a property transfer to OHS indicating the agency receiving the award from the host agency.

**COUNTY OF LEXINGTON
COURTHOUSE SECURITY GRANT
Annual Budget
Fiscal Year - 2009-10**

| Object Code | Revenue Account Title | Requested 2009-10 | Approved 2009-10 |
|------------------------------------|-------------------------------|----------------------|---------------------|
| * Courthouse Security Grant | | | |
| Revenues: | | | |
| 457000 | Federal Grant Income | 174,863 | |
| 801000 | Op Trn from General Fund / LE | 58,287 | |
| | ** Total Revenue | 233,150 | |
| | ***Total Appropriation | 233,150 | |
| FUND BALANCE | | | |
| | Beginning of Year | 0 | |
| FUND BALANCE - Projected | | | |
| | End of Year | 0 | |

Fund:
Division: Law Enforcement
Organization: 151300 LE/Jail Operations

| | | BUDGET | | |
|---------------------------|---|----------------------|----------------------|---------------------|
| Object Code | Expenditure Classification | 2009-10 Requested | 2009-10 Recommend | 2009-10 Approved |
| Personnel | | | | |
| | * Total Personnel | 0 | 0 | |
| Operating Expenses | | | | |
| 520200 | Contracted Services | 38,000 | 38,000 | |
| 525210 | Conference & Meeting Expenses | 30,000 | 30,000 | |
| | * Total Operating | 68,000 | 68,000 | |
| | ** Total Personnel & Operating | 68,000 | 68,000 | |
| Capital | | | | |
| | (3) Handheld Magnetometers | 750 | 750 | |
| | (2) Walk Through Magnetometers | 12,000 | 12,000 | |
| | (1) X-Ray Package Scanner | 35,000 | 35,000 | |
| | Surveillance System w/ (32) Cameras & Accessories | 96,000 | 96,000 | |
| | (2) Proximity Card Readers | 6,000 | 6,000 | |
| | (16) Perimeter/Exterior Duress Alarms | 5,400 | 5,400 | |
| | (40) Duress Buttons w/ Repeaters | 10,000 | 10,000 | |
| | ** Total Capital | 165,150 | 165,150 | |
| | *** Total Budget Appropriation | 233,150 | 233,150 | |

SECTION III. - PROGRAM OVERVIEW

Today's society places an enormous demand on our nation's courthouses. An increase in crimes and litigation has led to a backlog of court dockets, overburdened personnel, and the overcrowding of court facilities. Court fragmentation, operational space shortages, and security risks are just some of the serious problems that are common to courthouses. The financial aspect of being able to provide adequate security for courthouses also plays a major affect of court security. Security for courthouses range from full perimeter security with magnetometers, x-ray machines, closed circuit televisions, secured areas, to none at all.

Courthouses are often the sites of violent and tragic incidents and reports from across the United States indicate that this trend will continue to grow as well as the number of threats and acts of violence against the courts and trial participants. The only conclusion to be drawn is that court violence has and will continue to increase dramatically throughout this country and that no jurisdiction is immune.

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

520200 – CONTRACTED SERVICES **\$38,000**

A three year extended warranty on the surveillance system is being requested. This would cover any service that the surveillance system may need within three years after being installed. The warranty would allow maintenance on the system at any time to allow for the continuous coverage (24/7) of the surveillance system. (Estimated charge of the 3 year maintenance warranty is \$38,000.)

525210 – CONFERENCE AND MEETING EXPENSE **\$30,000**

Specialized training is required for the 15 courthouse security deputies to be able to operate the new security equipment that will be installed throughout the courthouse. The deputies will be trained on specific skills which are needed to provide security within the confines and around the courthouse; this will include information sharing and technical development training classes for the immediate recognition of threats from individuals entering the courthouse.

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

(3) HANDHELD MAGNETOMETERS \$750

Handheld magnetometers can identify the presence of metal found in weapons such as guns, knives, hand grenades, pointed objects, etc. These units are required to ensure the safety and security of the courthouse, and all individuals that enter and work within the facility. (The estimated cost of the handheld magnetometers including shipping and tax is $\$250 \times 3 = \750 .)

(2) WALK-THROUGH MAGNETOMETERS \$12,000

Walk through magnetometers are required to scan all individuals entering the courthouse to ensure the safety and security of all individuals in the facility. The walk-through magnetometers identify the presence of metal found in weapons such as guns, knives, hand grenades, pointed objects, etc. These units can measure the amount of metal in objects and can detect the smallest trace of metal contained in an object. (The estimated cost of a magnetometer is $\$6,000 \times 2 = \$12,000$.)

(1) X-RAY PACKAGE SCANNER \$35,000

The x-ray package scanner scans all packages, purses, knapsacks, bags, etc. that is brought into the courthouse. This scanner is used to visually detect the presence of various types of weapons such as liquid chemicals, bombs, knives, guns, hand grenades, scissors, etc. that might be concealed in a package or bag. By enhancing the images of packages and bags, this will help prevent any critical incident and help keep the safety and security of those in the courthouse. (The cost of the x-ray scanner is estimated.)

SURVEILLANCE SYSTEM WITH (32) CAMERAS & ACCESSORIES \$96,000

This video surveillance system will include closed circuit television monitors, multiplexers, and the software that is required to maintain a high level of security in and around the courthouse. The presence of the security cameras may help intimidate individuals to a degree that they are deterred from committing any sort of violent action. These surveillance cameras will be strategically positioned to enable the identification of potential criminal activity and allow for the dispatch of officers needed to control any situation. The multiplexer will allow for the recording of all the surveillance cameras showing everything they capture. (The estimated cost for the 32 cameras, monitors and multiplexer is $\$96,000$.)

(2) PROXIMITY CARD READERS \$6,000

Two access doors at the courthouse need a proximity card reader that interface with the existing system to eliminate public access to secured areas of the courthouse. The card reader identifies the code programmed on the card to allow access to those individuals who are approved for entry into the facility and will record the individuals who enters and exits the facility. This will assist in ensuring the safety and security of courthouse and other staff that work within the courthouse. (The estimated cost is $\$3,000 \times 2 = \$6,000$.)

(16) PERIMETER/EXTERIOR DURESS ALARMS **\$5,400**

All exterior/perimeter doors must have intrusion alarms installed for audible awareness of an intrusion. The installation of these alarms will be an additional tool to the security of the courthouse. Due to the current social, economic, and terrorist conditions this has made the courthouse vulnerable to an attack by emotional and frustrated litigants and by desperate, dangerous, and fanatical criminals. (The estimated cost is $\$337.50 \times 16 = \$5,400$.)

(40) DURESS BUTTONS WITH REPEATER **\$10,000**

The wireless duress buttons will instantly send an emergency stress notification to existing radios officers carry. The stress notification will allow courthouse security deputies the ability to immediately respond to a call for assistance and relay the exact location of the emergency to dispatch without any delay. The duress buttons will be placed at the courthouse security entrances, offices, the judge's bench, clerk's office, and other areas that encounter combative or unruly individuals on a regular basis. Courthouse deputies are responsible for securing the building and grounds and these devices will help the efficiency and effectiveness they can responded to emergencies. (The estimated cost is $\$250 \times 40 = \$10,000$.)



JUSTICE ASSISTANCE GRANT PROGRAM

Application Guidelines and Procedures

I. Introduction

The S.C. Department of Public Safety, Office of Justice Programs, has been designated as the State Administrative Agency (SAA) of the Justice Assistance Grant Program (JAG) for South Carolina. The purpose of the JAG Program is to assist state agencies and units of local government in carrying out specific programs which offer a high probability of improving the functioning of the criminal justice system. Special emphasis is placed on projects that advance national and state drug control priorities. In accordance with the JAG, grant funds may be awarded to state agencies and units of local government for the purposes of: enforcing state and local laws that establish offenses similar to offenses established in the *Controlled Substances Act* (21 U.S.C. 801 *et seq.*); improving the functioning of the criminal justice system; and emphasizing prevention and control of violent crime and serious offenders. Grants may provide for personnel, equipment, training, technical assistance, and criminal justice information systems for the more widespread apprehension, prosecution, adjudication, detention and rehabilitation of persons who violate criminal laws. In addition, funds are available for projects that facilitate the implementation of innovative initiatives aimed at crime and drug control. Seven program areas define the nature and scope of programs and projects which may be funded. All seven authorized program areas are eligible and are presented for the information of applicants in the Appendix section.

II. Eligible Applicants

Grant awards may be made to state agencies and local units of government. A "local unit of government" is defined as any city, county, town, township or other general purpose political subdivision of a state.

In addition, the following points should be noted regarding eligible applicants:

- A. Police departments, sheriffs' offices and Public Defender's Offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.

- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts); similar to police departments, would have to apply through their local units of government.
- C. Non-profit agencies are now eligible to be funded directly.
- D. A Solicitor's Office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant;
 - b. Include the Solicitor's Office in its payroll records; and
 - c. Include the financial records of the grants to the Solicitor's Office in its organization-wide audit.
- E. Information for the following individuals will be required on the Grant Application:
- a. Project Director – Implementing Agency/Department Head or person involved in the daily operations of the project.
 - b. Financial Officer - City or County Finance Director or state agency Chief Financial Officer; and
 - c. Official Authorized to Sign - Mayor, City or County Administrator or state agency director

III. Funding Policy

Projects may be funded on a yearly basis for a period not to exceed three years, based on an annual evaluation of current-year grant performance. Exceptions to this policy are narcotics multijurisdictional task force (NMJTF) projects, regional multijurisdictional task force (RMJTF) projects, and criminal history records improvement projects, which are eligible for a maximum of five years of funding. However, funding for these projects are also considered on a yearly basis, based on an annual evaluation of the current-year grant performance and availability of federal funds. There is never a guarantee of continuation funding for any program or project. To expand or enhance an existing program, the current level of program activity must be maintained.

IV. Distribution of Grant Funds

A minimum of 47.05 percent of South Carolina's entire allocation of JAG grant funds is required to be awarded to local programs. This allocation is referred to as the "variable pass-through requirement," and equals the local share of total criminal justice expenditures in the state. In the past, the state has awarded local units of government much more than the minimum amount specified by the pass-through requirement.

V. Matching Requirement

The matching requirement for grants made under the JAG grant program is 75% federal and 25% non-federal. The following points should be noted regarding the non-federal match:

- A. The non-federal portion of the expenditures must be paid in cash.
- B. Funds contributed from private sources and federal funds from the following sources can also be used as match:
 - 1. Housing and Community Development Act of 1974, 42 U.S.C. Sections 5305, et seq.;
 - 2. Appalachian Regional Development Act, 40 U.S.C. Appendix Section 214; and
 - 3. General Revenue Sharing Act, 31 U.S.C. Section 6701, et. seq.
- C. Existing appropriated resources available for drug law enforcement and criminal justice system improvement may not be used as matching funds. The non-federal portion of the cost of each program or project shall be in addition to funds that would otherwise be made available by the recipient of the grant funds. Federal funds may not be used to supplant state or local funds.
- D. A state agency or local unit of government can use drug-forfeiture funds as match. In addition, program income generated by prior or existing grants may be used as cash match upon proper notification to the Office of Accounting-Grants, S.C. Department of Public Safety.
- E. Expenditures need to be charged proportionately to the federal and non-federal funds over the life of the project with a line-item match.

VI. Guidelines for the Use of Grant Funds

- A. Allowable Expenses:
 - 1. Personnel, training as a component of an overall program, operating expenses, equipment and supplies are allowable expenses if they are related to the authorized program areas. All expenditures must be related to the implementation of an actual program. This program must be defined in the program narrative sections of the application.
 - 2. All grant funded personnel must have one hundred percent of their time dedicated to grant activities (See also all non-supplanting provisions in the Grant Terms and Conditions.).
- B. Unallowable Expenses
 - 1. Any expenditures that are not a part of an approved program or project (within the authorized program areas) are unallowable.

2. Grant funds may not be used to supplant existing state or local criminal justice funds. Any grant expenditures must increase the existing amount of funds available for eligible activities.
3. The purchase of land is an unallowable expense.
4. Grant funds for construction projects are prohibited, except when facilities to be constructed are state correctional institutions designed specifically for drug offenders.
5. "Buy money" used in narcotics enforcement is an unallowable expense.
6. In addition, funds provided under the Justice Assistance Grant Program may not be expended to purchase, lease, rent or acquire any of the following: ammunition, association fees, vehicle insurance and maintenance, tanks or armored vehicles, fully automatic weapons, fixed-winged aircraft, limousines, real estate or yachts.

C. Financial Requirements

An assurance that JAG Grant funds will not be used to supplant local funding must be provided in the application as stated by Grant Term and Condition number eight. This certification attests that federal funds will be used to supplement existing funds for program activities, not replace funds already appropriated for the same purpose. Potential supplanting will be the subject of post award monitoring and audit. If there is a potential presence of supplanting, the applicant or subgrantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Violations of this requirement can result in recoupment of monies provided under this grant in addition to possible civil and/or criminal penalties.

VII. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, JAG Grant Program guidelines issued thereunder, or other provisions of Federal law.
- B. Failure to adhere to the standard terms and conditions or special conditions.
- C. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- D. Failure to submit reports (programmatic and/or financial) in a timely manner.
- E. Filing a false certification in this application or other report or document.

VIII. Application Review Process

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. Staff in the Office of Justice Programs, South Carolina Department of Public Safety use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Design quality of the proposal

1. Program Definition - Any funds requested must be for the implementation of a program eligible under one of the program areas. The program must address the activities as identified in the grant area selected.
2. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
3. Budgetary Review - Each application will be reviewed to ensure budgetary reasonableness and allowability of costs.
4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Multijurisdictional Cooperation - Where applicable, proposals should indicate what type of coordination will be established between the applicant and other jurisdictions in the development and implementation of the project. Written agreements should be included where possible.
6. Project Evaluation - Simple, specific and measurable objectives should be presented and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographic Areas of Greatest Need

1. Jurisdictions with highest reported Violent Crime Rates
2. Jurisdictions with highest reported Drug Arrest Rates
3. UCR/NIBRS data showing crime rankings

C. Jurisdictions with limited resources

D. Current or past grant performance

E. Probability of success

F. Projects whose goal is self-sufficiency within three years

G. Effective utilization of resources

H. Requested grant amounts

IX. Grant Application/Proposal Review Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

- A. Budget and Description - Proposed expenditures are reasonable, adhere to the Request for Proposal guidelines, equipment/personnel are documented as necessary and each expenditure is explained in detail in the budget narrative.
- B. Problem Statement - The problem and need must be supported by available current objective statistical information. Existing efforts, current resources and programs being utilized to deal with the program must be thoroughly addressed.
- C. Project Purpose - Tells the reader exactly what the program plans to do by explaining the grant activities that will be used to accomplish the objectives. It should be clear to the reader that the proposed activities are effective means of solving the problem.
- D. Project Objectives - The objectives specify what the program will accomplish in concrete terms. Good objectives must be clearly stated, related to the project goal, achievable and measurable. Each objective must correspond to each performance indicator.
- E. Performance Indicators - A performance indicator is defined as an explicit measure of effects or results expected. It tells to what extent an activity has been successful in achieving or contributing to an objective. Each performance indicator must correspond to each objective and they must be useful measurements to assess the effectiveness of the project.
- F. Training Requirement: All grant-funded personnel must be included in the Training Plan. A minimum of two (2) courses per year is recommended. Prior approval to attend courses must be obtained from the SAA before reimbursement of training expenses will be processed.
- G. Project Evaluation - The evaluation component is an explanation of who will examine the project's objective and performance indicators and how that person will determine the extent to which the entire project has solved the stated problem. The evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness.
- H. Other Relevant Requirements - The implementation schedule should contain detailed information on the timing of activities. In addition, the total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects attached. Project Director, Financial Officer and Authorized Official name, title, address, phone and electronic mail information must be completed on the online application. Original signatures will only be required once a grant award is made.

X. Application Submission Requirements and Programmatic Conditions

A. Multijurisdictional Task Forces

All grant applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must include letters of support from all agencies related to or involved in the composition, implementation and operation of the task force, including the Solicitor's Office. These supporting documents are essential for consideration for funding.

Applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must also be accompanied by a **draft** of the written interagency task force agreement (no signatures required on draft). The task force agreement that has been submitted must be approved by the SAA to ensure all issues regarding personnel, seizures and forfeitures, and program income has been addressed.

B. School Resource Officer Programs

All grant applications for School Resource Officer (SRO) Programs must include letters of support from all agencies and school districts related to or involved in the composition, implementation and operation of the SRO program.

Applications for SRO programs must also be accompanied by a **draft** of the essential written interagency agreement between the law enforcement agency and the school district (no signatures required on draft).

C. Drug Analysis Laboratories

All grant applications for Drug Analysis Laboratories must include a statement indicating their intent to provide drug analysis services to all law enforcement agencies within their jurisdiction. These services should be provided at no cost to the agencies.

Drug Analysis Laboratory applications must also include a detailed statement indicating the proposed location of the laboratory, if funded. In addition, an estimated time frame for completion of any renovations/construction projects needed to house the drug laboratory must be included. Potential applicants should be aware of the South Carolina Department of Health and Environmental Control (DHEC) and Occupational Health and Safety Administration (OSHA) guidelines that govern projects of this type. Please be reminded that costs for renovation or construction are not allowable under JAG guidelines.

XI. Notification Process

Applicants will be notified in writing by the Office of Justice Programs whether their application has been approved for funding or has been denied funding. Notices of these decisions are tentatively scheduled for publication in May.

XII. Reconsideration for Funding

In the event that an application is denied for funding upon initial review, all eligible applications will be reconsidered should additional funds become available.

XIII. Application Process-Grants Management Information System

The grant application must be completed using the Office of Justice Program's Grants Management Information System (GMIS), which is an online application process. The Grants Management Information System can be accessed through the South Carolina Department of Public Safety website at <http://www.scdps.org/ojp/>.

The application must be fully complete and submitted via the Grant Management Information System (GMIS). Supporting documents, letters of cooperation and appendixes relating to the application may be uploaded as an attachment to the application on the GMIS or forwarded to the address below. Note: Any supporting documentation must be received by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

*Ms. Terri Reed
S.C. Department of Public Safety
Office of Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016*

Please feel welcome to contact the Office of Justice Programs regarding any programmatic questions at (803) 896-8709. Contact Penny Baskin in Accounting-Grants for any financial questions at (803) 896-8412.



U. S. Department of Justice
Justice Assistance Grant Program
AUTHORIZED PROGRAM AREAS



Program Areas:

Justice Assistance Grant (JAG) funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

**COUNTY OF LEXINGTON
MULTI-CRIME SCENE INVESTIGATIVE UNIT
Annual Budget
Fiscal Year - 2009-10**

| Object Code | Revenue Account Title | Actual 2007-08 | Received Thru Nov 2008-09 | Amended Budget Thru Nov 2008-09 | Projected Revenues Thru Jun 2008-09 | Requested 2009-10 | Approved 2009-10 |
|---|-------------------------------|-------------------|---------------------------------|--|--|----------------------|---------------------|
| *LE - Multi-Crime Scene Investigative Unit 2490: | | | | | | | |
| Revenues (Organization: 000000) | | | | | | | |
| 457000 | Federal Grant Income | 274,406 | 0 | 129,595 | 129,595 | 128,916 | |
| 461000 | Investment Interest | 777 | 12 | 448 | 448 | 0 | |
| 801000 | Op Trn From General Fund/LE | 94,560 | 43,198 | 43,198 | 43,198 | 42,972 | |
| | ** Total Revenue | <u>369,743</u> | <u>43,210</u> | <u>173,241</u> | <u>173,241</u> | <u>171,888</u> | |
| | ***Total Appropriation | | | | 174,018 | 171,888 | |
| | FUND BALANCE | | | | | | |
| | Beginning of Year | | | | <u>9,493</u> | <u>8,716</u> | |
| | FUND BALANCE - Projected | | | | | | |
| | End of Year | | | | <u><u>8,716</u></u> | <u><u>8,716</u></u> | |

This grant is split 75% coming from SCDPS and 25% is the County's match.

COUNTY OF LEXINGTON
MULTI-CRIME SCENE INVESTIGATIVE UNIT
Annual Budget
Fiscal Year - 2009-10

Fund: 2490
Division: Law Enforcement
Organization: 151200 - LE/Operations

| | | <i>BUDGET</i> | | | | |
|---|-------------------|----------------------------|-----------------------------|----------------------|----------------------|---------------------|
| Object Expenditure Code Classification | 2007-08 Expend | 2008-09 Expend (Nov) | 2008-09 Amended (Nov) | 2009-10 Requested | 2009-10 Recommend | 2009-10 Approved |
| Personnel | | | | | | |
| 510100 Salaries & Wages - 2 | 87,384 | 34,334 | 92,400 | 94,090 | 94,090 | |
| 510199 Special Overtime | 1,845 | 1,855 | 6,000 | 3,000 | 3,000 | |
| 511112 FICA - Employer's Portion | 6,159 | 2,433 | 7,528 | 7,198 | 7,198 | |
| 511114 Police Retirement - Employer's Portion | 9,561 | 3,999 | 10,530 | 10,303 | 10,303 | |
| 511120 Insurance Fund Contribution - 2 | 10,560 | 5,000 | 12,600 | 12,400 | 12,400 | |
| 511130 Workers Compensation | 3,000 | 1,216 | 3,336 | 3,162 | 3,162 | |
| 511131 SC Unemployment | 0 | 0 | 1,500 | 0 | 0 | |
| 515600 Clothing Allowance | 0 | 0 | 1,000 | 0 | 0 | |
| * Total Personnel | 118,509 | 48,837 | 134,894 | 130,153 | 130,153 | |
| Operating Expenses | | | | | | |
| 521000 Office Supplies | 500 | 20 | 400 | 800 | 800 | |
| 521200 Operating Supplies | 8,201 | 614 | 5,000 | 4,000 | 4,000 | |
| 521206 Training Supplies | 0 | 0 | 0 | 0 | 0 | |
| 521208 Police Supplies | 803 | 0 | 0 | 0 | 0 | |
| 522300 Vehicle Repairs & Maintenance | 43 | 9 | 2,000 | 1,000 | 1,000 | |
| 524100 Vehicle Insurance # 2 | 0 | 530 | 1,092 | 1,400 | 1,400 | |
| 524201 General Tort Liability Insurance | 1,698 | 723 | 1,875 | 1,500 | 1,500 | |
| 524202 Surety Bonds | 0 | 0 | 20 | 0 | 0 | |
| 525020 Pagers and Cell Phones | 744 | 505 | 1,320 | 1,440 | 1,440 | |
| 525030 800 MHz Radio Service Charges | 259 | 323 | 1,080 | 1,080 | 1,080 | |
| 525041 E-mail Service Charges | 0 | 72 | 240 | 240 | 240 | |
| 525210 Conference & Meeting Expenses | 6,317 | 2,021 | 6,000 | 5,000 | 5,000 | |
| 525400 Gas, Fuel, & Oil | 5,095 | 3,918 | 9,913 | 11,980 | 11,980 | |
| 525600 Uniforms & Clothing | 0 | 0 | 0 | 1,500 | 1,500 | |
| * Total Operating | 23,660 | 8,735 | 28,940 | 29,940 | 29,940 | |
| ** Total Personnel & Operating | 142,169 | 57,572 | 163,834 | 160,093 | 160,093 | |
| Capital | | | | | | |
| 540000 Small Tools & Minor Equipment | 1,729 | 0 | 0 | 1,025 | 1,025 | |
| 540010 Minor Software | 1,720 | 0 | 0 | 1,470 | 1,470 | |
| All Other Equipment | 214,816 | | | | | |
| 5A9299 (2) Metal Detectors | | 0 | 1,200 | | | |
| 5A9300 (2) Dust Lifters | | 0 | 1,334 | | | |
| 5A9301 (2) Alternate Light Source | | 0 | 1,800 | | | |
| 5A9302 (1) Fire Resistant Storage Cabinet | | 0 | 1,500 | | | |
| 5A9303 (1) Ductless Fume Extractor Hood | | 0 | 2,500 | | | |
| 5A9305 (1) Hydrocarbon Detectors | | 0 | 350 | | | |
| (1) Infrared/Ultraviolet Light Camera System | | 0 | 1,500 | | | |
| (4) Alternative Light Sources | | | | 4,200 | 4,200 | |
| (1) Digital Projector w/ Screen | | | | 3,800 | 3,800 | |
| | | | | 1,300 | 1,300 | |
| ** Total Capital | 218,265 | 0 | 10,184 | 11,795 | 11,795 | |
| *** Total Budget Appropriation | 360,434 | 57,572 | 174,018 | 171,888 | 171,888 | |

SECTION III. – PROGRAM OVERVIEW

The ultimate goal of the Crime Scene Investigation Unit is to gather forensic evidence and combine resources by forming a strong and unified approach to combat crime in Lexington County. This unit does this by discovering, identifying, collecting, and preserving vital evidence in crime scene investigations. This unit establishes uniformity of forensic services throughout the county with a goal of consistency in the recognition and preservation of physical evidence that will yield reliable information throughout all aspects of the investigation. The support and capabilities of this unit will clearly advance the successful prosecution and conviction of criminal offenders.

SECTION V. A. – LISTING OF POSITIONS

| | <u>Positions</u> | <u>Full Time Equivalent</u> | | <u>Total</u> | <u>Grade</u> |
|--------------------------------|------------------|-----------------------------|-------------------|--------------|--------------|
| | | <u>General Fund</u> | <u>Other Fund</u> | | |
| Current Staffing Level: | | | | | |
| Crime Scene Investigators | 2 | 2 | 0 | 2 | 14 |
| | 2 | 2 | 0 | 2 | 13 |
| Totals: | 4 | 4 | | 4 | |

| | <u>Positions</u> | <u>Full Time Equivalent</u> | | <u>Total</u> | <u>Grade</u> |
|--------------------------------------|------------------|-----------------------------|-------------------|--------------|--------------|
| | | <u>General Fund</u> | <u>Other Fund</u> | | |
| LE / Operations (2490-151200) | | | | | |
| Crime Scene Investigators | 2 | 0 | 2 | 2 | 14 |
| Totals: | 2 | 0 | 2 | 2 | |

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$800**

General supplies that are needed in daily office use; pens, printer cartridges, paper, file jackets, photo paper, folders, diskettes, calendars, etc. (This is an estimated cost of office supplies for FY 09-10.)

521200 - OPERATING SUPPLIES **\$4,000**

Crime scene supplies that will be used for evidence gathering; evidence kits, forensic supplies, etc. (This is an estimated cost of operating supplies that will be needed in FY 09-10.)

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

Two grant vehicles were purchased in year one of this grant, this will keep the vehicles' maintenance up-to-date and any other repairs that the vehicles may need. (The estimated amount for 2 vehicles is \$500 = \$1,000.)

524100 - VEHICLE INSURANCE **\$1,400**

Vehicle insurance is required on all county vehicles. The County Risk Manager will give a more accurate amount as we get closer to the FY 09-10 budget year. (Estimated at \$700 per vehicles = \$1,400.)

524201 - GENERAL TORT LIABILITY INSURANCE **\$1,500**

General Tort Liability Insurance is required for each person employed by the County. (Estimated at \$750 per employee = \$1,500.)

525020 - PAGERS AND CELL PHONES **\$1,440**

Cell phone service is used by the six members of the Crime Scene Investigation units so they can communicate effectively with each other and with other individuals that are involved in cases. (Estimated monthly charges are \$60/month X 2 officers X 12 months = \$1,440.)

525030 – 800 MHz RADIO SERVICE CHARGES **\$1,080**

The 800 MHz radio fees plus roaming fees is required for the operation of 800 MHz radios. (Estimated monthly charges are \$45/month X 2 officers X 12 months = \$1,080.)

525041 – EMAIL SERVICE CHARGES **\$240**

Email service is needed for both investigators. (Estimated monthly charges are \$10/month X 2 officers X 12 months = \$240.)

525210 – CONFERENCE AND MEETING EXPENSES **\$5,000**

The grant requires that each grant funded person attend at least two training seminars per grant year. This includes registration, hotel, per diem, and if needed airfare and car rental. (Estimated cost is \$1,250 per conference/training per investigator = \$5,000.)

525400 - GAS, FUEL, AND OIL **\$11,980**

The grant will reimburse the grant-funded personnel for mileage they incur while performing the duties approved by the grant. (The estimated mileage of 20,479 times the federal mileage rate of \$0.585 = \$11,980.)

525600 - UNIFORMS AND CLOTHING **\$1,500**

The investigators wear body armor, field clothes, lab coats, and uniforms in the daily performance of their jobs. The uniforms the investigators wear readily identify them as members of the CSI Unit. The investigators also wear protective gear during evidence collection and processing stages. (The estimated cost is \$750 per investigator = \$1,500.)

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

540000 – SMALL TOOLS AND MINOR EQUIPMENT **\$1,025**

The CSI Unit has requested two new small pieces of equipment to help them perform their job tasks. These equipment items will provide greater access to retrieving and examining evidence at a crime scene.

| | | |
|---|--------------------------|-------|
| 1 | Prism Pole Bipod | \$200 |
| 1 | Fiber Optic Light Source | \$825 |

540010 – MINOR SOFTWARE **\$1,470**

Like any software product, time and technology rapidly outpace the current standards in use for the photo shop software and the clear ID software. Upgrades are necessary to forensically enhance photographic images used in comparison work such as footwear, tire track, and latent impressions. Upgrades are necessary to enhance images that are out of focus and have distortion problems, and to eliminate backgrounds that obscure the latent prints. The updated software packages will keep our systems current with changes in forensic technology and capable of handling any “new” formats in video evidence.

| | |
|----------------------------------|---------|
| Photo Shop CS4 Extended Software | \$400 |
| Clear ID Software | \$1,070 |

(1) INFRARED AND ULTRAVIOLET LIGHT CAMERA SYSTEM AND ACCESSORIES **\$4,200**

This camera system is necessary to photograph evidence such as gun powder residue, obliterated writing, charred documents, and trace fiber. The infrared and ultraviolet light camera system documents evidence that is not visible with any other type of equipment. (The estimated cost is \$4,200.)

(4) ALTERNATE LIGHT SOURCE **\$800**

An alternate light source is used to collect and locate items for evidence, which are not visible to the eye. The alternate light source will illuminate blood, urine, semen and other fluids by using fluorescent properties of the fluids with different bands of light. The alternate light source can also assist with the location of latent prints, hairs, and small items of evidence. (The estimated cost is \$3,800.)

(1) DIGITAL PROJECTOR WITH SCREEN **\$1,300**

The projector and screen will be used for training evidence gathering techniques such as blood spatter, fire/arson, bullet projection patterns, and other areas of investigations. (The estimated cost is \$1,300.)



JUSTICE ASSISTANCE GRANT PROGRAM

Application Guidelines and Procedures

I. Introduction

The S.C. Department of Public Safety, Office of Justice Programs, has been designated as the State Administrative Agency (SAA) of the Justice Assistance Grant Program (JAG) for South Carolina. The purpose of the JAG Program is to assist state agencies and units of local government in carrying out specific programs which offer a high probability of improving the functioning of the criminal justice system. Special emphasis is placed on projects that advance national and state drug control priorities. In accordance with the JAG, grant funds may be awarded to state agencies and units of local government for the purposes of: enforcing state and local laws that establish offenses similar to offenses established in the *Controlled Substances Act* (21 U.S.C. 801 *et seq.*); improving the functioning of the criminal justice system; and emphasizing prevention and control of violent crime and serious offenders. Grants may provide for personnel, equipment, training, technical assistance, and criminal justice information systems for the more widespread apprehension, prosecution, adjudication, detention and rehabilitation of persons who violate criminal laws. In addition, funds are available for projects that facilitate the implementation of innovative initiatives aimed at crime and drug control. Seven program areas define the nature and scope of programs and projects which may be funded. All seven authorized program areas are eligible and are presented for the information of applicants in the Appendix section.

II. Eligible Applicants

Grant awards may be made to state agencies and local units of government. A "local unit of government" is defined as any city, county, town, township or other general purpose political subdivision of a state.

In addition, the following points should be noted regarding eligible applicants:

- A. Police departments, sheriffs' offices and Public Defender's Offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.

- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts); similar to police departments, would have to apply through their local units of government.
- C. Non-profit agencies are now eligible to be funded directly.
- D. A Solicitor's Office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant;
 - b. Include the Solicitor's Office in its payroll records; and
 - c. Include the financial records of the grants to the Solicitor's Office in its organization-wide audit.
- E. Information for the following individuals will be required on the Grant Application:
- a. Project Director – Implementing Agency/Department Head or person involved in the daily operations of the project.
 - b. Financial Officer - City or County Finance Director or state agency Chief Financial Officer; and
 - c. Official Authorized to Sign - Mayor, City or County Administrator or state agency director

III. Funding Policy

Projects may be funded on a yearly basis for a period not to exceed three years, based on an annual evaluation of current-year grant performance. Exceptions to this policy are narcotics multijurisdictional task force (NMJTF) projects, regional multijurisdictional task force (RMJTF) projects, and criminal history records improvement projects, which are eligible for a maximum of five years of funding. However, funding for these projects are also considered on a yearly basis, based on an annual evaluation of the current-year grant performance and availability of federal funds. There is never a guarantee of continuation funding for any program or project. To expand or enhance an existing program, the current level of program activity must be maintained.

IV. Distribution of Grant Funds

A minimum of 47.05 percent of South Carolina's entire allocation of JAG grant funds is required to be awarded to local programs. This allocation is referred to as the "variable pass-through requirement," and equals the local share of total criminal justice expenditures in the state. In the past, the state has awarded local units of government much more than the minimum amount specified by the pass-through requirement.

V. Matching Requirement

The matching requirement for grants made under the JAG grant program is 75% federal and 25% non-federal. The following points should be noted regarding the non-federal match:

- A. The non-federal portion of the expenditures must be paid in cash.
- B. Funds contributed from private sources and federal funds from the following sources can also be used as match:
 - 1. Housing and Community Development Act of 1974, 42 U.S.C. Sections 5305, et seq.;
 - 2. Appalachian Regional Development Act, 40 U.S.C. Appendix Section 214; and
 - 3. General Revenue Sharing Act, 31 U.S.C. Section 6701, et. seq.
- C. Existing appropriated resources available for drug law enforcement and criminal justice system improvement may not be used as matching funds. The non-federal portion of the cost of each program or project shall be in addition to funds that would otherwise be made available by the recipient of the grant funds. Federal funds may not be used to supplant state or local funds.
- D. A state agency or local unit of government can use drug-forfeiture funds as match. In addition, program income generated by prior or existing grants may be used as cash match upon proper notification to the Office of Accounting-Grants, S.C. Department of Public Safety.
- E. Expenditures need to be charged proportionately to the federal and non-federal funds over the life of the project with a line-item match.

VI. Guidelines for the Use of Grant Funds

- A. Allowable Expenses:
 - 1. Personnel, training as a component of an overall program, operating expenses, equipment and supplies are allowable expenses if they are related to the authorized program areas. All expenditures must be related to the implementation of an actual program. This program must be defined in the program narrative sections of the application.
 - 2. All grant funded personnel must have one hundred percent of their time dedicated to grant activities (See also all non-supplanting provisions in the Grant Terms and Conditions.).
- B. Unallowable Expenses
 - 1. Any expenditures that are not a part of an approved program or project (within the authorized program areas) are unallowable.

2. Grant funds may not be used to supplant existing state or local criminal justice funds. Any grant expenditures must increase the existing amount of funds available for eligible activities.
3. The purchase of land is an unallowable expense.
4. Grant funds for construction projects are prohibited, except when facilities to be constructed are state correctional institutions designed specifically for drug offenders.
5. "Buy money" used in narcotics enforcement is an unallowable expense.
6. In addition, funds provided under the Justice Assistance Grant Program may not be expended to purchase, lease, rent or acquire any of the following: ammunition, association fees, vehicle insurance and maintenance, tanks or armored vehicles, fully automatic weapons, fixed-winged aircraft, limousines, real estate or yachts.

C. Financial Requirements

An assurance that JAG Grant funds will not be used to supplant local funding must be provided in the application as stated by Grant Term and Condition number eight. This certification attests that federal funds will be used to supplement existing funds for program activities, not replace funds already appropriated for the same purpose. Potential supplanting will be the subject of post award monitoring and audit. If there is a potential presence of supplanting, the applicant or subgrantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Violations of this requirement can result in recoupment of monies provided under this grant in addition to possible civil and/or criminal penalties.

VII. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, JAG Grant Program guidelines issued thereunder, or other provisions of Federal law.
- B. Failure to adhere to the standard terms and conditions or special conditions.
- C. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- D. Failure to submit reports (programmatic and/or financial) in a timely manner.
- E. Filing a false certification in this application or other report or document.

VIII. Application Review Process

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. Staff in the Office of Justice Programs, South Carolina Department of Public Safety use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Design quality of the proposal

1. Program Definition - Any funds requested must be for the implementation of a program eligible under one of the program areas. The program must address the activities as identified in the grant area selected.
2. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
3. Budgetary Review - Each application will be reviewed to ensure budgetary reasonableness and allowability of costs.
4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Multijurisdictional Cooperation - Where applicable, proposals should indicate what type of coordination will be established between the applicant and other jurisdictions in the development and implementation of the project. Written agreements should be included where possible.
6. Project Evaluation - Simple, specific and measurable objectives should be presented and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographic Areas of Greatest Need

1. Jurisdictions with highest reported Violent Crime Rates
2. Jurisdictions with highest reported Drug Arrest Rates
3. UCR/NIBRS data showing crime rankings

C. Jurisdictions with limited resources

D. Current or past grant performance

E. Probability of success

F. Projects whose goal is self-sufficiency within three years

G. Effective utilization of resources

H. Requested grant amounts

IX. Grant Application/Proposal Review Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

- A. Budget and Description - Proposed expenditures are reasonable, adhere to the Request for Proposal guidelines, equipment/personnel are documented as necessary and each expenditure is explained in detail in the budget narrative.
- B. Problem Statement - The problem and need must be supported by available current objective statistical information. Existing efforts, current resources and programs being utilized to deal with the program must be thoroughly addressed.
- C. Project Purpose - Tells the reader exactly what the program plans to do by explaining the grant activities that will be used to accomplish the objectives. It should be clear to the reader that the proposed activities are effective means of solving the problem.
- D. Project Objectives - The objectives specify what the program will accomplish in concrete terms. Good objectives must be clearly stated, related to the project goal, achievable and measurable. Each objective must correspond to each performance indicator.
- E. Performance Indicators - A performance indicator is defined as an explicit measure of effects or results expected. It tells to what extent an activity has been successful in achieving or contributing to an objective. Each performance indicator must correspond to each objective and they must be useful measurements to assess the effectiveness of the project.
- F. Training Requirement: All grant-funded personnel must be included in the Training Plan. A minimum of two (2) courses per year is recommended. Prior approval to attend courses must be obtained from the SAA before reimbursement of training expenses will be processed.
- G. Project Evaluation - The evaluation component is an explanation of who will examine the project's objective and performance indicators and how that person will determine the extent to which the entire project has solved the stated problem. The evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness.
- H. Other Relevant Requirements - The implementation schedule should contain detailed information on the timing of activities. In addition, the total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects attached. Project Director, Financial Officer and Authorized Official name, title, address, phone and electronic mail information must be completed on the online application. Original signatures will only be required once a grant award is made.

X. Application Submission Requirements and Programmatic Conditions

A. Multijurisdictional Task Forces

All grant applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must include letters of support from all agencies related to or involved in the composition, implementation and operation of the task force, including the Solicitor's Office. These supporting documents are essential for consideration for funding.

Applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must also be accompanied by a **draft** of the written interagency task force agreement (no signatures required on draft). The task force agreement that has been submitted must be approved by the SAA to ensure all issues regarding personnel, seizures and forfeitures, and program income has been addressed.

B. School Resource Officer Programs

All grant applications for School Resource Officer (SRO) Programs must include letters of support from all agencies and school districts related to or involved in the composition, implementation and operation of the SRO program.

Applications for SRO programs must also be accompanied by a **draft** of the essential written interagency agreement between the law enforcement agency and the school district (no signatures required on draft).

C. Drug Analysis Laboratories

All grant applications for Drug Analysis Laboratories must include a statement indicating their intent to provide drug analysis services to all law enforcement agencies within their jurisdiction. These services should be provided at no cost to the agencies.

Drug Analysis Laboratory applications must also include a detailed statement indicating the proposed location of the laboratory, if funded. In addition, an estimated time frame for completion of any renovations/construction projects needed to house the drug laboratory must be included. Potential applicants should be aware of the South Carolina Department of Health and Environmental Control (DHEC) and Occupational Health and Safety Administration (OSHA) guidelines that govern projects of this type. Please be reminded that costs for renovation or construction are not allowable under JAG guidelines.

XI. Notification Process

Applicants will be notified in writing by the Office of Justice Programs whether their application has been approved for funding or has been denied funding. Notices of these decisions are tentatively scheduled for publication in May.

XII. Reconsideration for Funding

In the event that an application is denied for funding upon initial review, all eligible applications will be reconsidered should additional funds become available.

XIII. Application Process-Grants Management Information System

The grant application must be completed using the Office of Justice Program's Grants Management Information System (GMIS), which is an online application process. The Grants Management Information System can be accessed through the South Carolina Department of Public Safety website at <http://www.scdps.org/ojp/>.

The application must be fully complete and submitted via the Grant Management Information System (GMIS). Supporting documents, letters of cooperation and appendixes relating to the application may be uploaded as an attachment to the application on the GMIS or forwarded to the address below. Note: Any supporting documentation must be received by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

*Ms. Terri Reed
S.C. Department of Public Safety
Office of Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016*

Please feel welcome to contact the Office of Justice Programs regarding any programmatic questions at (803) 896-8709. Contact Penny Baskin in Accounting-Grants for any financial questions at (803) 896-8412.



U. S. Department of Justice
Justice Assistance Grant Program
AUTHORIZED PROGRAM AREAS



Program Areas:

Justice Assistance Grant (JAG) funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

**COUNTY OF LEXINGTON
SCHOOL RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2009-10**

| Object Code | Revenue Account Title | Actual 2007-08 | Received Thru Nov 2008-09 | Amended Budget Thru Nov 2008-09 | Projected Revenues Thru Jun 2008-09 | Requested 2009-10 | Approved 2009-10 |
|---|-----------------------------|-------------------|---------------------------------|--|--|----------------------|---------------------|
| *LE - School Resource Officers 2437: | | | | | | | |
| Revenues (Organization: 000000) | | | | | | | |
| 457000 | Federal Grant Income | 215,596 | 0 | 175,936 | 175,936 | 188,531 | |
| 461000 | Investment Interest | 344 | 16 | 16 | 16 | 0 | |
| 801000 | Op Trn From General Fund/LE | 82,848 | 58,645 | 58,645 | 58,645 | 62,844 | |
| ** Total Revenue | | <u>298,788</u> | <u>58,661</u> | <u>234,597</u> | <u>234,597</u> | <u>251,375</u> | |
| ***Total Appropriation | | | | | 234,581 | 251,375 | |
| FUND BALANCE | | | | | | | |
| Beginning of Year | | | | | <u>11,235</u> | <u>11,251</u> | |
| FUND BALANCE - Projected | | | | | | | |
| End of Year | | | | | <u><u>11,251</u></u> | <u><u>11,251</u></u> | |

This grant is split 75% coming from SCDPS and 25% is the County's match.

**COUNTY OF LEXINGTON
SCHOOL RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2009-10**

Fund: 2437
Division: Law Enforcement
Organization: 151200 - LE/Operations

| | | <i>BUDGET</i> | | | | |
|---|-------------------|----------------------------|-----------------------------|----------------------|----------------------|---------------------|
| Object Expenditure Code Classification | 2007-08 Expend | 2008-09 Expend (Nov) | 2008-09 Amended (Nov) | 2009-10 Requested | 2009-10 Recommend | 2009-10 Approved |
| Personnel | | | | | | |
| 510100 Salaries & Wages - 3 | 117,293 | 50,618 | 138,371 | 144,150 | 144,150 | |
| 510199 Special Overtime | 1,817 | 803 | 9,000 | 6,000 | 6,000 | |
| 511112 FICA - Employer's Portion | 8,654 | 3,695 | 11,291 | 11,487 | 11,487 | |
| 511114 Police Retirement - Employer's Portion | 12,764 | 5,682 | 15,793 | 16,442 | 16,442 | |
| 511120 Insurance Fund Contribution - 3 | 15,840 | 7,500 | 18,900 | 19,500 | 19,500 | |
| 511130 Workers Compensation | 4,004 | 1,728 | 5,904 | 5,046 | 5,046 | |
| 511131 S.C. Unemployment | 0 | 0 | 1,500 | 1,500 | 1,500 | |
| * Total Personnel | 160,372 | 70,026 | 200,759 | 204,125 | 204,125 | |
| Operating Expenses | | | | | | |
| 521000 Office Supplies | 108 | 0 | 600 | 500 | 500 | |
| 521200 Operating Supplies | 655 | 0 | 0 | 300 | 300 | |
| 521208 Police Supplies | 765 | 0 | 0 | 0 | 0 | |
| 522300 Vehicle Repairs & Maintenance | 2,197 | 11 | 3,000 | 3,000 | 3,000 | |
| 524100 Vehicle Insurance # 3 | 0 | 795 | 2,100 | 2,100 | 2,100 | |
| 524201 General Tort Liability Insurance | 2,547 | 1,084 | 2,623 | 2,250 | 2,250 | |
| 524202 Surety Bonds | 0 | 0 | 59 | 0 | 0 | |
| 525020 Pagers and Cell Phones | 718 | 505 | 1,980 | 2,160 | 2,160 | |
| 525030 800 MHz Radio Service Charges | 888 | 484 | 1,500 | 1,620 | 1,620 | |
| 525041 E-mail Service Charges | 103 | 108 | 360 | 360 | 360 | |
| 525210 Conference & Meeting Expenses | 2,982 | 0 | 6,000 | 6,000 | 6,000 | |
| 525230 Subscriptions, Dues, & Books | 0 | 0 | 0 | 600 | 600 | |
| 525400 Gas, Fuel, & Oil | 8,511 | 1,814 | 14,000 | 16,460 | 16,460 | |
| 525600 Uniforms & Clothing | 886 | 0 | 1,600 | 2,600 | 2,600 | |
| * Total Operating | 20,360 | 4,801 | 33,822 | 37,950 | 37,950 | |
| ** Total Personnel & Operating | 180,732 | 74,827 | 234,581 | 242,075 | 242,075 | |
| Capital | | | | | | |
| 540000 Small Tools & Minor Equipment | 1723 | 0 | 0 | 0 | 0 | |
| 540010 Minor Software | 860 | 0 | 0 | 0 | 0 | |
| All Other Equipment | 104239 | 0 | | | | |
| (3) .223 Rifles and Accessories | | | | 3,300 | 3,300 | |
| (3) Ballistic Shields | | | | 6,000 | 6,000 | |
| ** Total Capital | 106,822 | 0 | 0 | 9,300 | 9,300 | |
| *** Total Budget Appropriation | 287,554 | 74,827 | 234,581 | 251,375 | 251,375 | |

SECTION III. - PROGRAM OVERVIEW

This grant is used to fund a school resource officer for Carolina Springs, Batesburg-Leesville and Sandhills Middle Schools. The school resource officer program provides safety and security for the students and teachers at most of the schools in Lexington County. The Lexington County Sheriff's Department and the school officials work together to ensure the success of this program. The number of incidents requiring law enforcement attention has increased over the past several years and as our community continues to grow in population, so will the number of incidents. The presence of school resource officers has reduced the number of serious incidents in schools.

SECTION V. A. – LISTING OF POSITIONS

Current Staffing Level:

| | <u>Positions</u> | <u>Full Time Equivalent</u> | | <u>Total</u> | <u>Grade</u> |
|--|------------------|-----------------------------|-------------------|--------------|--------------|
| | | <u>General Fund</u> | <u>Other Fund</u> | | |
| LE / Operations (Grant Positions) | | | | | |
| School Resource Officers | 3 | 0 | 3 | 3 | 13 |
| Totals: | 3 | 0 | 3 | 3 | |

SECTION V. B. – OPERATING LINE ITEM NARRATIVES

521000 - OFFICE SUPPLIES **\$500**

General office supplies are needed for school resource officers to perform their daily job tasks; pens, file jackets, folders, diskettes, calendars, etc. (These are estimated costs of office supplies for FY 09-10.)

521200 - OPERATING SUPPLIES **\$300**

Operating supplies needed for the school resource officers are audio and video tapes, memory cards, disks, batteries, etc. (These are estimated costs for operating supplies for FY 09-10.)

522300 - VEHICLE REPAIRS AND MAINTENANCE **\$3,000**

Three vehicles were purchased on the first year grant for each of the SROs, this is to keep up the maintenance of the vehicles and any repairs they might need. (The estimated cost is \$1,000 per vehicle = \$3,000.)

524100 - VEHICLE INSURANCE **\$2,100**

Vehicle insurance is required on all County vehicles. The County Risk Manager will give a more accurate amount as we get closer to the FY 09-10 budget year. (Estimated cost is \$700 per vehicle = \$2,100.)

524201 - GENERAL TORT LIABILITY INSURANCE **\$2,250**

General Tort Liability Insurance is required for each person employed by the County. (Estimated at \$750 per employee = \$2,250.)

525020 - PAGERS AND CELL PHONES **\$2,160**

Cell phones service is needed by the SROs to have immediate communication with the department, county and other agencies. (The estimated monthly charges are \$60/month X 3 officers X 12 months = \$2,160.)

525030 – 800 MHz RADIO SERVICE CHARGES **\$1,620**

The 800 MHz radios fees plus roaming fees are required for the operation of the 800 MHz radios. (The monthly charges are \$45/month X 3 officers X 12 months = \$1,620.)

525041 – E-MAIL SERVICE CHARGES **\$360**

Email service is needed for the three school resource officers. (Estimated monthly charges are \$10/month X 3 officers X 12 months = \$360.)

525210 – CONFERENCE AND MEETING EXPENSES **\$6,000**

The grant requires that each grant funded person attend at least two training seminars per grant year. This includes registration, hotel, per diem, and if needed airfare and car rental. (The estimated cost is \$1,000 per conference/training per SRO = \$6,000.)

525230 – SUBSCRIPTIONS, DUES, AND BOOKS **\$600**

The school resource officers are asked to make multiple presentations each year for students. Some of the presentations they make require them to purchase books and materials. (The estimated costs for books is \$200 per SRO = \$600.)

525400 - GAS, FUEL, AND OIL **\$16,460**

The grant will reimburse the grant funded personnel for mileage they incur while performing the duties approved by the grant. (The estimated mileage of 9,379 per officer times the federal mileage rate of \$0.585 = \$16,460.)

525600 – UNIFORMS AND CLOTHING **\$2,600**

School resource officers wear the standard Sheriff's Department issued uniforms and body armor. This allows for the school resource officers to be readily identifiable as law enforcement officers while they are on duty at the schools. (The estimated cost for uniforms for the three SROs is \$2,600.)

SECTION V. C. –CAPITAL LINE ITEM NARRATIVES

(3) .223 RIFLE AND ACCESSORIES \$3,300

The .223 rifles and accessories are needed for certain critical circumstances. These rifles will shoot more accurately at long distances because it has less recoil and has a 30 round magazine as compared to a handgun which only has a 17 round magazine.

(3) BALLISTIC SHIELDS \$6,000

The ballistic shields are necessary for response to critical incidents on the campus of the school. These ballistic shields will provide protection for an individual officer or a small group of individuals during the movement to a secure area away from the critical incident location.



JUSTICE ASSISTANCE GRANT PROGRAM

Application Guidelines and Procedures

I. Introduction

The S.C. Department of Public Safety, Office of Justice Programs, has been designated as the State Administrative Agency (SAA) of the Justice Assistance Grant Program (JAG) for South Carolina. The purpose of the JAG Program is to assist state agencies and units of local government in carrying out specific programs which offer a high probability of improving the functioning of the criminal justice system. Special emphasis is placed on projects that advance national and state drug control priorities. In accordance with the JAG, grant funds may be awarded to state agencies and units of local government for the purposes of: enforcing state and local laws that establish offenses similar to offenses established in the *Controlled Substances Act* (21 U.S.C. 801 *et seq.*); improving the functioning of the criminal justice system; and emphasizing prevention and control of violent crime and serious offenders. Grants may provide for personnel, equipment, training, technical assistance, and criminal justice information systems for the more widespread apprehension, prosecution, adjudication, detention and rehabilitation of persons who violate criminal laws. In addition, funds are available for projects that facilitate the implementation of innovative initiatives aimed at crime and drug control. Seven program areas define the nature and scope of programs and projects which may be funded. All seven authorized program areas are eligible and are presented for the information of applicants in the Appendix section.

II. Eligible Applicants

Grant awards may be made to state agencies and local units of government. A "local unit of government" is defined as any city, county, town, township or other general purpose political subdivision of a state.

In addition, the following points should be noted regarding eligible applicants:

- A. Police departments, sheriffs' offices and Public Defender's Offices are not eligible to apply directly, but would be the implementing agency for the grant. A city or county would be the legal applicant/recipient and manage grant funds on behalf of the implementing department or agency.

- B. State courts (courts of general jurisdiction) are eligible to apply for funds. However, local courts (magistrate and municipal courts); similar to police departments, would have to apply through their local units of government.
- C. Non-profit agencies are now eligible to be funded directly.
- D. A Solicitor's Office, for grant purposes, is funded as an office within a lead county.

The lead county must meet the following requirements:

- a. Maintain the financial records for the grant;
 - b. Include the Solicitor's Office in its payroll records; and
 - c. Include the financial records of the grants to the Solicitor's Office in its organization-wide audit.
- E. Information for the following individuals will be required on the Grant Application:
- a. Project Director – Implementing Agency/Department Head or person involved in the daily operations of the project.
 - b. Financial Officer - City or County Finance Director or state agency Chief Financial Officer; and
 - c. Official Authorized to Sign - Mayor, City or County Administrator or state agency director

III. Funding Policy

Projects may be funded on a yearly basis for a period not to exceed three years, based on an annual evaluation of current-year grant performance. Exceptions to this policy are narcotics multijurisdictional task force (NMJTF) projects, regional multijurisdictional task force (RMJTF) projects, and criminal history records improvement projects, which are eligible for a maximum of five years of funding. However, funding for these projects are also considered on a yearly basis, based on an annual evaluation of the current-year grant performance and availability of federal funds. There is never a guarantee of continuation funding for any program or project. To expand or enhance an existing program, the current level of program activity must be maintained.

IV. Distribution of Grant Funds

A minimum of 47.05 percent of South Carolina's entire allocation of JAG grant funds is required to be awarded to local programs. This allocation is referred to as the "variable pass-through requirement," and equals the local share of total criminal justice expenditures in the state. In the past, the state has awarded local units of government much more than the minimum amount specified by the pass-through requirement.

V. Matching Requirement

The matching requirement for grants made under the JAG grant program is 75% federal and 25% non-federal. The following points should be noted regarding the non-federal match:

- A. The non-federal portion of the expenditures must be paid in cash.
- B. Funds contributed from private sources and federal funds from the following sources can also be used as match:
 - 1. Housing and Community Development Act of 1974, 42 U.S.C. Sections 5305, et seq.;
 - 2. Appalachian Regional Development Act, 40 U.S.C. Appendix Section 214; and
 - 3. General Revenue Sharing Act, 31 U.S.C. Section 6701, et. seq.
- C. Existing appropriated resources available for drug law enforcement and criminal justice system improvement may not be used as matching funds. The non-federal portion of the cost of each program or project shall be in addition to funds that would otherwise be made available by the recipient of the grant funds. Federal funds may not be used to supplant state or local funds.
- D. A state agency or local unit of government can use drug-forfeiture funds as match. In addition, program income generated by prior or existing grants may be used as cash match upon proper notification to the Office of Accounting-Grants, S.C. Department of Public Safety.
- E. Expenditures need to be charged proportionately to the federal and non-federal funds over the life of the project with a line-item match.

VI. Guidelines for the Use of Grant Funds

- A. Allowable Expenses:
 - 1. Personnel, training as a component of an overall program, operating expenses, equipment and supplies are allowable expenses if they are related to the authorized program areas. All expenditures must be related to the implementation of an actual program. This program must be defined in the program narrative sections of the application.
 - 2. All grant funded personnel must have one hundred percent of their time dedicated to grant activities (See also all non-supplanting provisions in the Grant Terms and Conditions.).
- B. Unallowable Expenses
 - 1. Any expenditures that are not a part of an approved program or project (within the authorized program areas) are unallowable.

2. Grant funds may not be used to supplant existing state or local criminal justice funds. Any grant expenditures must increase the existing amount of funds available for eligible activities.
3. The purchase of land is an unallowable expense.
4. Grant funds for construction projects are prohibited, except when facilities to be constructed are state correctional institutions designed specifically for drug offenders.
5. "Buy money" used in narcotics enforcement is an unallowable expense.
6. In addition, funds provided under the Justice Assistance Grant Program may not be expended to purchase, lease, rent or acquire any of the following: ammunition, association fees, vehicle insurance and maintenance, tanks or armored vehicles, fully automatic weapons, fixed-winged aircraft, limousines, real estate or yachts.

C. Financial Requirements

An assurance that JAG Grant funds will not be used to supplant local funding must be provided in the application as stated by Grant Term and Condition number eight. This certification attests that federal funds will be used to supplement existing funds for program activities, not replace funds already appropriated for the same purpose. Potential supplanting will be the subject of post award monitoring and audit. If there is a potential presence of supplanting, the applicant or subgrantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Violations of this requirement can result in recoupment of monies provided under this grant in addition to possible civil and/or criminal penalties.

VII. Suspension or Termination of Funding

The SAA may suspend (in whole or in part), terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, JAG Grant Program guidelines issued thereunder, or other provisions of Federal law.
- B. Failure to adhere to the standard terms and conditions or special conditions.
- C. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- D. Failure to submit reports (programmatic and/or financial) in a timely manner.
- E. Filing a false certification in this application or other report or document.

VIII. Application Review Process

Applications are carefully reviewed to ensure that only projects with a significant chance of success are funded. Staff in the Office of Justice Programs, South Carolina Department of Public Safety use the following criteria in the development of funding recommendations for the South Carolina Public Safety Coordinating Council.

A. Design quality of the proposal

1. Program Definition - Any funds requested must be for the implementation of a program eligible under one of the program areas. The program must address the activities as identified in the grant area selected.
2. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
3. Budgetary Review - Each application will be reviewed to ensure budgetary reasonableness and allowability of costs.
4. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
5. Multijurisdictional Cooperation - Where applicable, proposals should indicate what type of coordination will be established between the applicant and other jurisdictions in the development and implementation of the project. Written agreements should be included where possible.
6. Project Evaluation - Simple, specific and measurable objectives should be presented and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographic Areas of Greatest Need

1. Jurisdictions with highest reported Violent Crime Rates
2. Jurisdictions with highest reported Drug Arrest Rates
3. UCR/NIBRS data showing crime rankings

C. Jurisdictions with limited resources

D. Current or past grant performance

E. Probability of success

F. Projects whose goal is self-sufficiency within three years

G. Effective utilization of resources

H. Requested grant amounts

IX. Grant Application/Proposal Review Check List

The following items explain the standards by which each application is judged. Past experience has shown that projects are successful because one person or a group of people have identified a problem, developed a solution, and carefully designed a plan to arrive at the solution. The grant application leads the grant applicant through a structured approach to problem solving. Successful applicants use these pages to help the reviewer see the problem and easily understand the proposed solution.

- A. Budget and Description - Proposed expenditures are reasonable, adhere to the Request for Proposal guidelines, equipment/personnel are documented as necessary and each expenditure is explained in detail in the budget narrative.
- B. Problem Statement - The problem and need must be supported by available current objective statistical information. Existing efforts, current resources and programs being utilized to deal with the program must be thoroughly addressed.
- C. Project Purpose - Tells the reader exactly what the program plans to do by explaining the grant activities that will be used to accomplish the objectives. It should be clear to the reader that the proposed activities are effective means of solving the problem.
- D. Project Objectives - The objectives specify what the program will accomplish in concrete terms. Good objectives must be clearly stated, related to the project goal, achievable and measurable. Each objective must correspond to each performance indicator.
- E. Performance Indicators - A performance indicator is defined as an explicit measure of effects or results expected. It tells to what extent an activity has been successful in achieving or contributing to an objective. Each performance indicator must correspond to each objective and they must be useful measurements to assess the effectiveness of the project.
- F. Training Requirement: All grant-funded personnel must be included in the Training Plan. A minimum of two (2) courses per year is recommended. Prior approval to attend courses must be obtained from the SAA before reimbursement of training expenses will be processed.
- G. Project Evaluation - The evaluation component is an explanation of who will examine the project's objective and performance indicators and how that person will determine the extent to which the entire project has solved the stated problem. The evaluation is supported by the performance indicators and includes a comprehensive plan to provide an overall assessment of project effectiveness.
- H. Other Relevant Requirements - The implementation schedule should contain detailed information on the timing of activities. In addition, the total project area population and number of certified officers (if applicable) must be provided and letters of support from all entities involved in multijurisdictional projects attached. Project Director, Financial Officer and Authorized Official name, title, address, phone and electronic mail information must be completed on the online application. Original signatures will only be required once a grant award is made.

X. Application Submission Requirements and Programmatic Conditions

A. Multijurisdictional Task Forces

All grant applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must include letters of support from all agencies related to or involved in the composition, implementation and operation of the task force, including the Solicitor's Office. These supporting documents are essential for consideration for funding.

Applications for Narcotics, Violent Crime or Regional Multijurisdictional Task Forces must also be accompanied by a **draft** of the written interagency task force agreement (no signatures required on draft). The task force agreement that has been submitted must be approved by the SAA to ensure all issues regarding personnel, seizures and forfeitures, and program income has been addressed.

B. School Resource Officer Programs

All grant applications for School Resource Officer (SRO) Programs must include letters of support from all agencies and school districts related to or involved in the composition, implementation and operation of the SRO program.

Applications for SRO programs must also be accompanied by a **draft** of the essential written interagency agreement between the law enforcement agency and the school district (no signatures required on draft).

C. Drug Analysis Laboratories

All grant applications for Drug Analysis Laboratories must include a statement indicating their intent to provide drug analysis services to all law enforcement agencies within their jurisdiction. These services should be provided at no cost to the agencies.

Drug Analysis Laboratory applications must also include a detailed statement indicating the proposed location of the laboratory, if funded. In addition, an estimated time frame for completion of any renovations/construction projects needed to house the drug laboratory must be included. Potential applicants should be aware of the South Carolina Department of Health and Environmental Control (DHEC) and Occupational Health and Safety Administration (OSHA) guidelines that govern projects of this type. Please be reminded that costs for renovation or construction are not allowable under JAG guidelines.

XI. Notification Process

Applicants will be notified in writing by the Office of Justice Programs whether their application has been approved for funding or has been denied funding. Notices of these decisions are tentatively scheduled for publication in May.

XII. Reconsideration for Funding

In the event that an application is denied for funding upon initial review, all eligible applications will be reconsidered should additional funds become available.

XIII. Application Process-Grants Management Information System

The grant application must be completed using the Office of Justice Program's Grants Management Information System (GMIS), which is an online application process. The Grants Management Information System can be accessed through the South Carolina Department of Public Safety website at <http://www.scdps.org/ojp/>.

The application must be fully complete and submitted via the Grant Management Information System (GMIS). Supporting documents, letters of cooperation and appendixes relating to the application may be uploaded as an attachment to the application on the GMIS or forwarded to the address below. Note: Any supporting documentation must be received by the South Carolina Department of Public Safety by 5:00 PM on the application due date. Postmarked dates are not acceptable.

*Ms. Terri Reed
S.C. Department of Public Safety
Office of Justice Programs
Post Office Box 1993
Blythewood, South Carolina 29016*

Please feel welcome to contact the Office of Justice Programs regarding any programmatic questions at (803) 896-8709. Contact Penny Baskin in Accounting-Grants for any financial questions at (803) 896-8412.



U. S. Department of Justice
Justice Assistance Grant Program
AUTHORIZED PROGRAM AREAS



Program Areas:

Justice Assistance Grant (JAG) funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

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



INTEROFFICE MEMORANDUM- ANIMAL SERVICES

TO: COUNTY COUNCIL
THROUGH: JOE MERGO III, DEPUTY COUNTY ADMINISTRATOR
FROM: CHRIS FOLSOM, ANIMAL SERVICES COORDINATOR
SUBJECT: APPOINTMENT OF CODE ENFORCEMENT OFFICER (ANIMAL SERVICES)
DATE: 11/25/2008
CC: FILE

Mr. George D. Reed began his employment with the County of Lexington on November 24, 2008 in the position of Animal Control Officer. I respectfully request Mr. Reed, being duly qualified, be appointed as a Lexington County Code Enforcement Officer.

MISSION STATEMENT:

PROVIDE QUALITY SERVICES TO OUR CITIZENS AT A REASONABLE COST.

VISION STATEMENT:

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

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

from: Adam DuBose, Manager of Grants Administration

subject: FY 09 DHEC EMS Grant-In-Aid Grant Award

date: December 3, 2008

The South Carolina Department of Health and Environmental Control has awarded Lexington County EMS the FY 09 DHEC EMS Grant-In-Aid in the amount of \$40,042.18. Due to all the budget cuts the State has been going through, the original amount DHEC informed the County they would receive was reduced by approximately two thousand dollars. EMS Coordinator Brian Hood has been in contact with DHEC and adjusted the budget that DHEC had on file to match the amount of the award.

COUNTY OF LEXINGTON
DHEC - EMS GRANT-IN-AID
Annual Budget
Fiscal Year - 2008-09

| Object Code | Revenue Account Title | Actual 2006-07 | Received Thru Jun 2007-08 | Amended Budget Thru Jun 2007-08 | Projected Revenues Thru Jun 2007-08 | Requested 2008-09 | Approved 2008-09 |
|---------------------------------------|--------------------------------------|-------------------|---------------------------------|--|--|----------------------|---------------------|
| *DHEC - EMS Grant-In-Aid 2520: | | | | | | | |
| Revenues: | | | | | | | |
| 459100 | DHEC - EMS Grant-In-Aid | 34,042 | 39,444 | 42,241 | 39,444 | 41,892 | 40,042 |
| 461000 | Investment Interest | 95 | 22 | 0 | 22 | 0 | 0 |
| 801000 | Operating Transfer from General Fund | 2,662 | 2,459 | 2,459 | 2,459 | 2,438 | 2,331 |
| **Total Revenue | | <u>36,799</u> | <u>41,925</u> | <u>44,700</u> | <u>41,925</u> | <u>44,330</u> | <u>42,373</u> |
| ***Total Appropriation | | | | | 41,741 | 44,330 | 42,373 |
| FUND BALANCE | | | | | | | |
| Beginning of Year | | | | | | | |
| | | | | | 784 | 968 | 968 |
| FUND BALANCE - Estimated | | | | | | | |
| End of Year | | | | | | | |
| | | | | | 968 | 968 | 968 |

Fund: 2520
Division: Public Safety
Organization: 131400 - Emergency Medical Services

| | | BUDGET | | | | | |
|---|-------------------------------------|-------------------|-----------------------------|------------------------------|----------------------|----------------------|---------------------|
| Object Code | Expenditure Classification | 2006-07 Expend | 2007-08 Expend (June) | 2007-08 Amended (June) | 2008-09 Requested | 2008-09 Recommend | 2008-09 Approved |
| Personnel | | | | | | | |
| * Total Personnel | | 0 | 0 | 0 | 0 | 0 | 0 |
| Operating Expenses | | | | | | | |
| 525210 | Conference & Meeting Expense | 13,500 | 11,000 | 12,000 | 10,800 | 10,800 | 10,800 |
| 536029 | DHEC - Gold Cross Ambulance Grant | 0 | 0 | 0 | 6,030 | 6,030 | 6,030 |
| * Total Operating | | 13,500 | 11,000 | 12,000 | 16,830 | 16,830 | 16,830 |
| ** Total Personnel & Operating | | 13,500 | 11,000 | 12,000 | 16,830 | 16,830 | 16,830 |
| Capital | | | | | | | |
| 540010 | Minor Software | 0 | 2,776 | 2,825 | 0 | 0 | 0 |
| | All Other Equipment | 22,523 | 27,965 | 29,875 | | | |
| 5A9432 | (1) Quick Response Vehicle and Acc. | | | | 27,500 | 27,500 | 25,543 |
| ** Total Capital | | 22,523 | 30,741 | 32,700 | 27,500 | 27,500 | 25,543 |
| ***Total Budget Appropriation | | 36,023 | 41,741 | 44,700 | 44,330 | 44,330 | 42,373 |

SECTION V.B – OPERATING LINE NARRATIVES

525210 - CONFERENCES & MEETING EXPENSES **\$10,800**

These funds will be used for the tuition and any associated cost to send 6 EMTs to paramedic school during the current fiscal year.

6 students @ \$1,800 each = \$10,800

536029 – DHEC Gold Cross Ambulance Grant **\$6,030**

These funds were part of the Lexington County FY 09 DHEC EMS Grant-In-Aid application. Funds are awarded to Gold Cross based on the number of emergency ambulance calls they assisted Lexington County EMS with during the 2007 calendar year. DHEC awarded the grant to Gold Cross as follows:

| | |
|----------------|---------|
| State Request: | \$5,698 |
| Local Match: | \$ 332 |
| Total Award | \$6,030 |

SECTION V.C.-CAPITAL LINE ITEM NARRATIVE

5A9432 - (1) Quick Response Vehicle

\$25,543

The Quick Response Vehicle (QRV) will be utilized in high call volume areas by Advanced Life Support (ALS) trained personnel as a first responder to emergency calls by providing ALS level service to our citizens in a rapid fashion. This responder would typically be a field level manager who will be able to provide much needed command and control assistance on major calls often involving multiple agencies and many personnel. This vehicle will be well suited for ALS intercept and back-up type calls where a transport ambulance is not necessary, however, additional paramedical resources are needed on the scene.

BOARD:
Elizabeth M. Hagood
Chairman
Mark B. Kent
Vice Chairman
L. Michael Blackmon
Secretary



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

BOARD:
Edwin H. Cooper, III
Carl L. Brazell
Steven G. Kisner
Coleman F. Buckhouse, MD

November 21, 2008

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

Dear Ms. Hubbard:

I am pleased to notify you that your EMS grant-in-aid application for assistance has been approved, the amount of **\$40,042.18** and is made a part of the contract (FY 2009). **Enclosed is a copy of the approved contract for your file. Please notify the service(s) in your county that the FY09 GIA application has been approved.**

Please be advised that **the contract is effective immediately and that the contract ends on April 30, 2009 and that invoices received after April 30, 2009 will not be accepted.** Since this is a reimbursement contract, the expenditures must be made, and invoices and reports must be received in the Finance Department of DHEC prior to the end of the contract for reimbursement.

I wish you great success in completing this project and I am willing to assist in any phase of this program.

Sincerely,

Sonia B. Wright
Grants Coordinator
Division of EMS & Trauma

Attachment

EM-9-484
Aims # 75204

EMERGENCY MEDICAL SERVICES CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

LEXINGTON COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor agrees to submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

Mailing Address of Contractor: **County Treasurer's Office**
Lexington County
County Administrator Building
Lexington SC 29072

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-600-379

B. TIME OF PERFORMANCE:

The contract shall be effective **July 1, 2008**, or when signed by all parties, whichever is later, and will terminate **June 30, 2009**.

C. COMPENSATION:

1. DHEC agrees to reimburse the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed **\$42,149.64, or subsequent reductions or increases approved by the Budget and Control Board and/or General Assembly. Notification of any subsequent reductions or increase will be provided under separate letter.**
2. Funds shall not be used, and the Contractor will not be reimbursed, for expenditures made prior to the effective date of this Contract, or for obligations incurred after the conclusion date for the grant period.
3. The contractor must receive DHEC approval of a properly-submitted DHEC Form 1061 **BEFORE** making any expenditures or incurring any obligations to be reimbursed under this contract. The Contractor will not be reimbursed for any expenditures made or obligations incurred in violation of this procedure.

Travel

If travel expenses are incurred as a direct and reasonable cost in the performance of services under this agreement, the contractor must invoice SCDHEC for reimbursement at the State rate in effect during the period of the agreement for lodging, mileage, and per diem rates. Please see Section F., Term & Condition #12.

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written reimbursement request which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received/completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before any payments can be made. **ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN APRIL 30, 2009. INVOICES RECEIVED AFTER APRIL 30, 2009 WILL NOT BE ACCEPTED.**

E. COMPLIANCE REPORTS:

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. This should be done at the time of request for reimbursement.
2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.
3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS:

1. The Eligible Items-FY09 are attached as **Attachment C** hereto and specifically incorporated by reference into this contract.
2. Failure to comply with this contract, the S.C. Department of Health and Environmental Control (DHEC) Guidelines for Emergency Medical Services Improvement and Upgrading of EMS System which are attached as **Attachment D** hereto and specifically incorporated by reference into this contract, will result in suspension or termination of the contract and all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).
3. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 (attached) is for use in providing this information.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
5. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
6. Records with respect to all matters covered by this Contract shall be retained by the Contractor for **6 years** after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the **6-year** period, or if audit findings have not been resolved at the end of the **6-year** period, the records shall be retained until resolution of the audit findings.
7. Notwithstanding any other provision of the contract:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the Contractor thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by DHEC.

- c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
8. By signing this contract, the Contractor certifies that he/she is not now nor has been within the last two years an employee of a South Carolina State Agency.
9. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
10. The Contractor agrees that neither the contractor, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
11. The Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
12. If travel expenses are incurred as a direct and reasonable cost in the performance of services under this agreement, the contractor must invoice SCDHEC for reimbursement at the State rate in effect during the period of the agreement for lodging, mileage, and per diem rates.
13. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorneys fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
14. The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, Section 11-35-10 et seq., or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina.
15. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
16. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.
17. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.
18. DHEC have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this contract.
19. The Contractor agrees to abide by DHEC's Confidentiality Policy, which states that all information about personal facts and circumstances of DHEC employees, clients, or members of the public is confidential and will not be disclosed without written authorization of the individual to which it pertains, unless disclosure is required by law, or otherwise required in accordance with this agreement and released to the Contractor after DHEC Office of General Counsel review. If confidential information is disclosed pursuant to a properly completed authorization, documentation of the disclosure and a copy of the authorization must be maintained and made available for DHEC inspection and audit. In addition, confidential agency information and action shall not be disclosed unless DHEC authorizes the disclosure in writing, or the disclosure is required by law.

The types of information that generally must be kept confidential include, but are not limited to, personal information about job applicants, DHEC employees, DHEC clients or members of the public, such as names, social security numbers, addresses, telephone numbers, medical or disability information, financial status and information, account or identification numbers issued by government agencies or private financial institutions, other identifying information, or confidential business information.

The Family Privacy Protection Act may place additional restrictions on the collection and disclosure of personal information. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law.

Protected Health Information about DHEC clients generally cannot be disclosed without proper authorization by the client or his/her parent or legal guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164).

The Contractor and the Contractor's employees/agents may be required to sign DHEC's Confidentiality Agreement (DHEC form #0321), a copy of which is attached hereto. Alternatively, if the Contractor desires to rely upon an existing Confidentiality Agreement signed by its employees/agents, a copy of the Confidentiality Agreement must first be provided to the DHEC Contract Officer for evaluation, and the Contracting Party must provide written verification that all employees/agents who may have access to DHEC confidential information in the course of performing this agreement have executed the Confidentiality Agreement. The Contractor must ensure that confidential information released to the Contractor's employees/agents is limited to the information minimally necessary in order to meet its obligations under this agreement.

Unauthorized disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, civil suit, or debarment from doing business with the State. The Contractor must immediately notify the Region Health Director and DHEC HIPAA Privacy Officer of any unauthorized disclosure of a DHEC client's protected health information which occurs in the course of performing this agreement. Unauthorized disclosure of other types of confidential information not consisting of protected health information must be immediately reported to the DHEC Contract Officer, 2600 Bull Street, Columbia, S. C. 29201.

20. The provisions of the Contract are contingent upon any possible revision of State or Federal regulations and requirements governing Preventive Health and Health Services Block Grant.
21. The contractor must maintain a method of accounting that is adequate to properly classify and identify all reimbursable expenses related to their activities. This must be done using a system of fund accounting as required by Financial Accounting Standards Board (FASB) 117 for all not-for-profit organizations utilizing donor restricted grants for specific purposes.
22. The contractor must maintain supporting documentation which identifies expenditures by date, location, amount vendor, method of payment and purpose relative to the terms of the contract.
23. Each of the parties agrees to maintain professional, malpractice and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its respective employees.
24. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.
SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be

criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

AS TO DHEC:

BY: Pamela M. Dukes

TITLE: Deputy Commissioner

DATE: 10/2/08

AS TO CONTRACTOR:

BY: Kathleen L. Hildner

TITLE: COUNTY ADMINISTRATOR

DATE: 9/22/06

CONTRACT NUMBER: _____

AIMS Planned P.O.# _____



DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC employees, clients, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees, clients and other citizens will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law or as required to perform agency responsibilities. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants, DHEC employees, or members of the public, such as names, social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of protected health information or other confidential information as required by DHEC Policy, or as required by terms in any contract or agreement with DHEC to which I am a party.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

DHEC Confidentiality Agreement

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: Kathleen L. Hubbard Date: 9/26/08

Witness: Jenna C. Hendrix Date: 9/26/08

Work Location: _____

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



COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

MEMORANDUM

DATE: November 24, 2008

TO: John Fechtel, Director of Public Works

FROM: Synithia Williams, Lexington County Environmental Coordinator

RE: Ground Level Ozone Non-Attainment Boundary Recommendations

On November 6, 2008 the South Carolina Department of Health and Environmental Control (DHEC) held an air quality stakeholders meeting at the Central Midlands Council of Governments (COG). At the meeting DHEC provided an update on the current ground level ozone readings and the non-attainment boundary considerations for the 2008 ozone standard. DHEC is soliciting comments from local stakeholders by January 7, 2009 on boundary recommendations.

The current non-attainment boundary, which is based on the 1990 Columbia Area Transportation Study (COATS) area, is shown in Exhibit A. The presumptive boundary that will be recommended by the Environmental Protection Agency includes the entire Columbia Metropolitan Statistical Area (MSA), shown in Exhibit B.

Staff recommends that the non-attainment boundary follow the 2000 COATS area excluding the areas in Southwest Kershaw County and Northwest Calhoun County. This area, displayed in Exhibit C, fits a majority of the EPA and DHEC criteria used to determine boundaries. The staff recommended boundary area contains the highest population density (Exhibit D), the highest concentration of major employers (Exhibit E), traffic congestion problem areas and areas most likely to experience growth based on County projections. Any prescriptive measures that would be implemented under non-attainment would be targeted in this area and have the greatest impact on air quality. Using the 2000 COATS area will increase the non-attainment area in Lexington County by including parts of the Towns of Gilbert and Gaston. Areas near Batesburg-Leesville, Pelion and Swansea will continue to be excluded due to low density and growth projections.

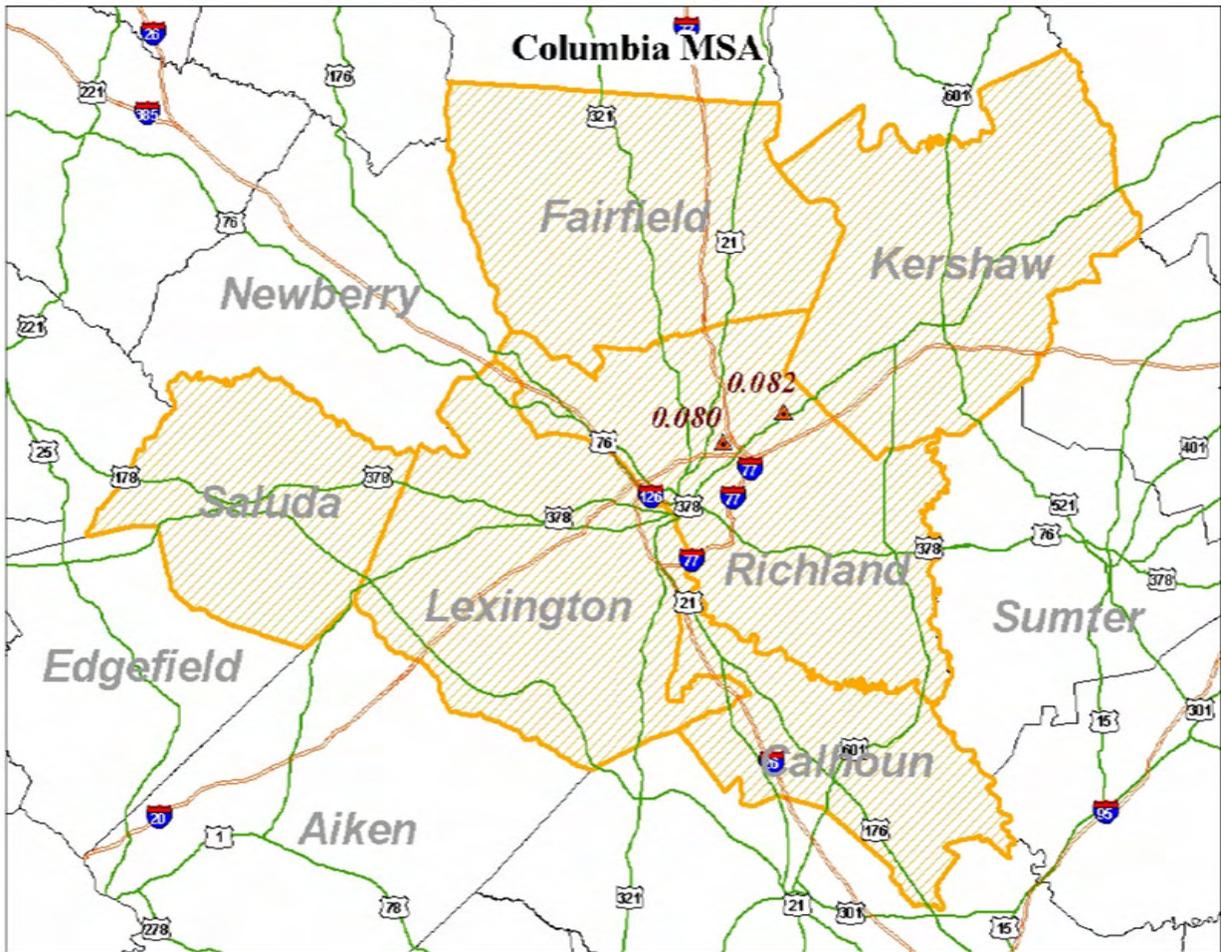
Staff requests that this information be presented to County Council for review and approval and reported out to full council. If approved staff requests that comments be submitted to DHEC with the recommended non-attainment boundary area.

EXHIBIT A



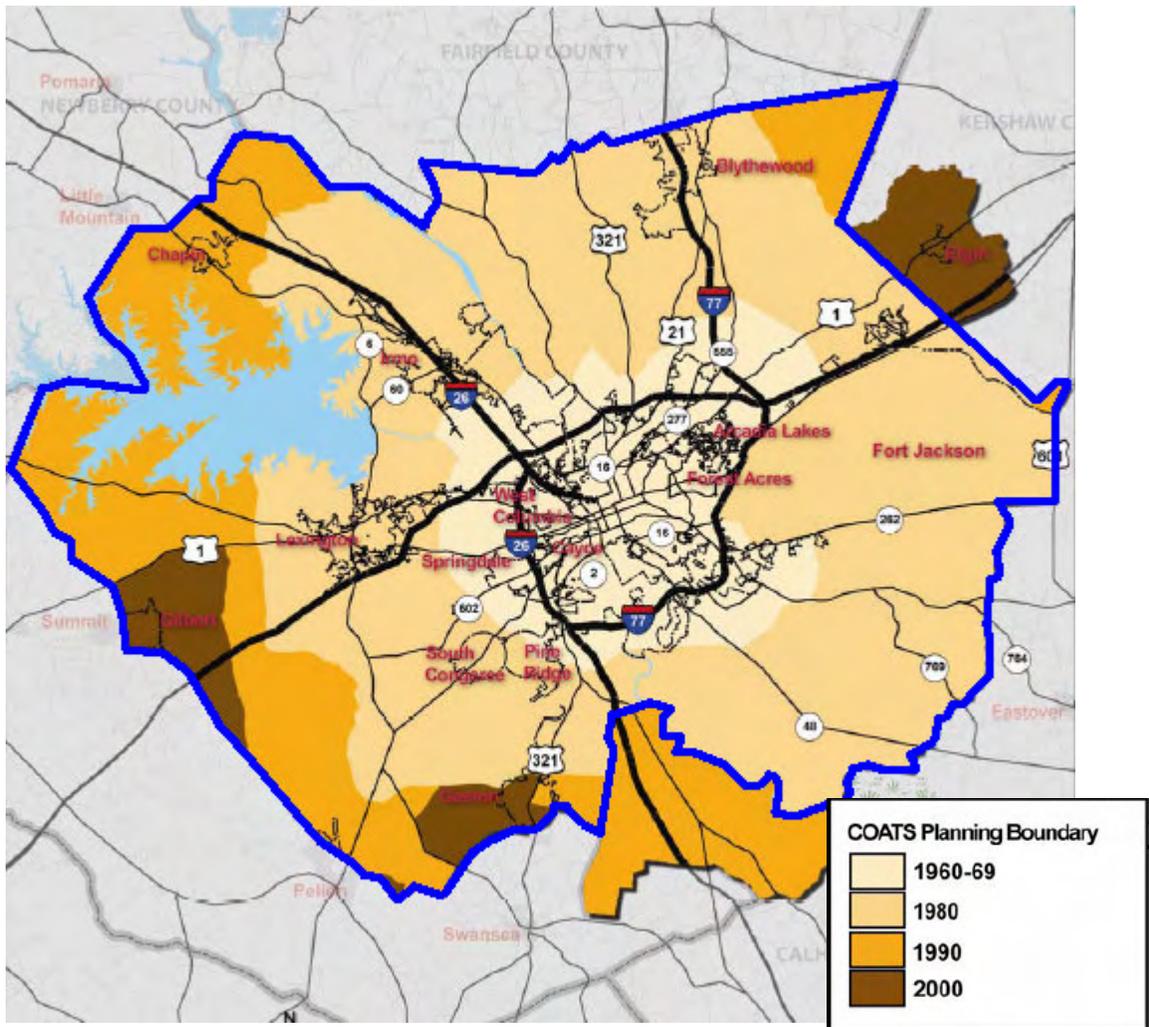
Current Non-attainment area based on the 1990 COATS area.

EXHIBIT B



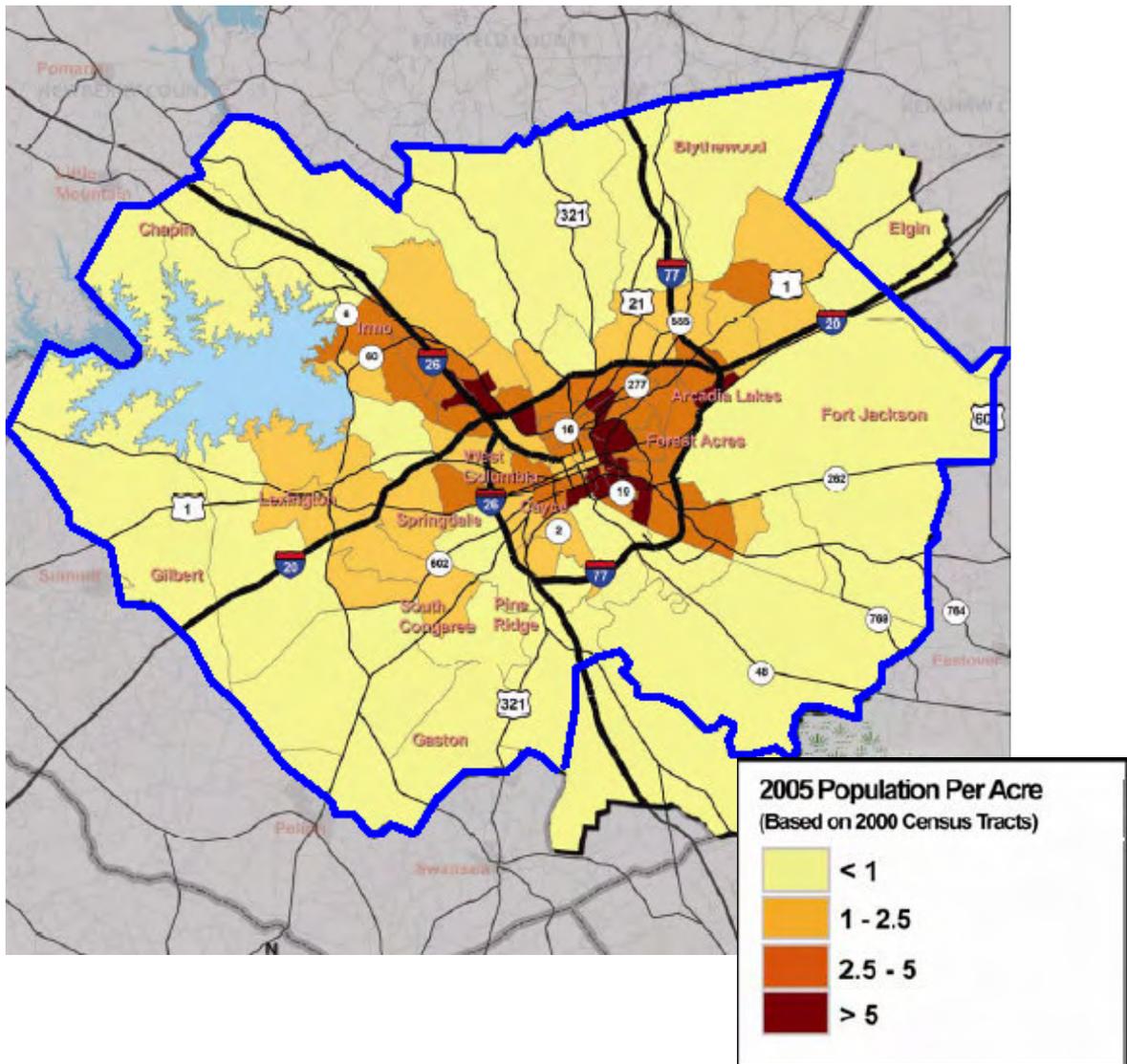
Presumptive EPA recommended non-attainment boundary area.

EXHIBIT C



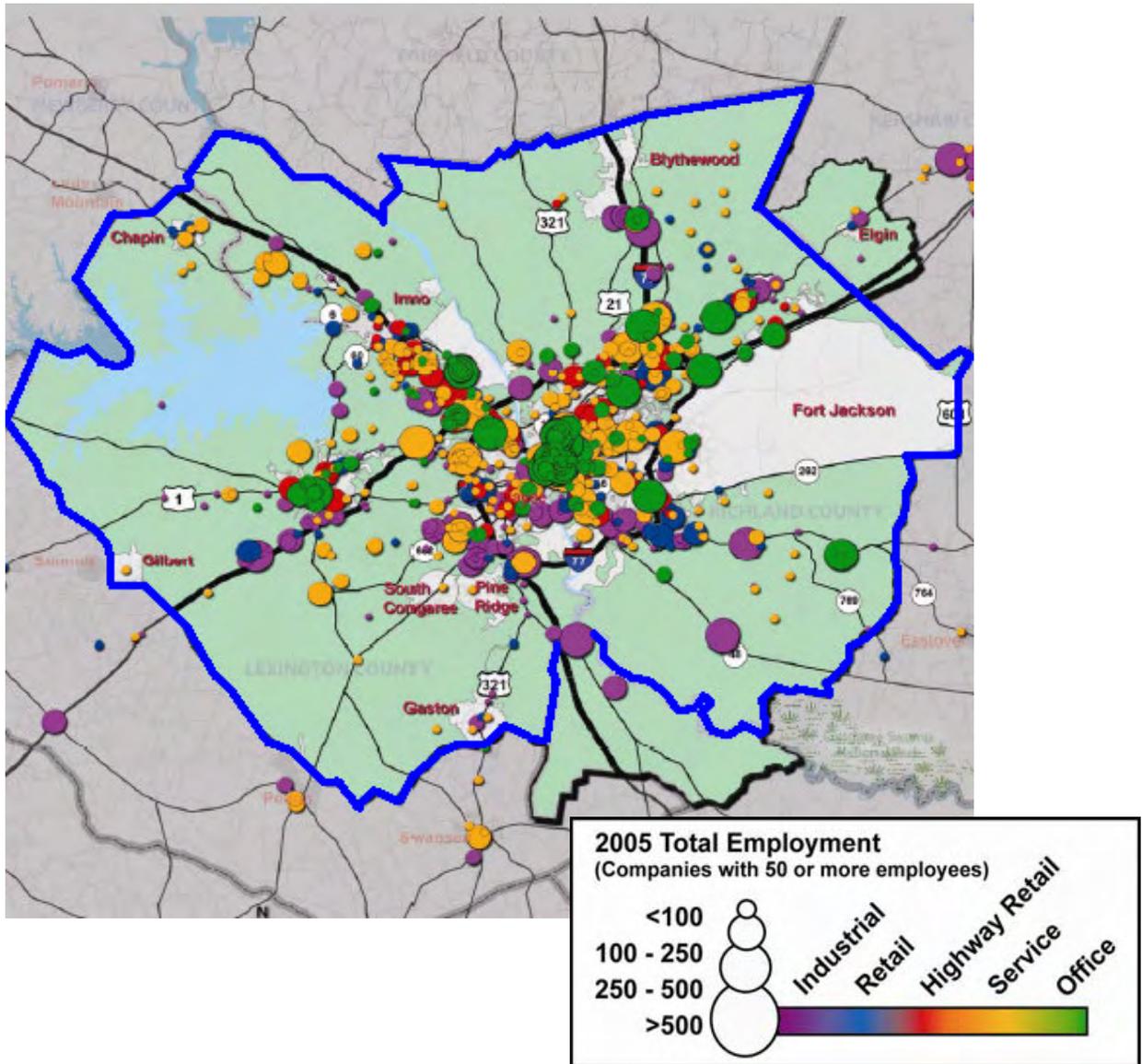
Staff recommended non-attainment boundary area based on the 2000 COATS area excluding Southwest Kershaw County and Northwest Calhoun County.

EXHIBIT D



CMCOG Map demonstrating population density within staff recommended non-attainment boundary area.

EXHIBIT E



CMCOG map demonstrating the highest concentration of major employers in the Central Midlands is located within the staff recommended non-attainment boundary area.



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 Droudebill 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 Clarrmont 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: _____
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 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: 803-759-4507 Business Telephone: 803-576-2082

Mobilc 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 (1973-1998)
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 Bussiness 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 29072

Employed by: Sommer-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

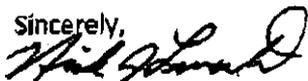
My name is Nick J. Leventis. I am 54 years old and have lived in Lexington county for more than 52 years. I am a divorced father with two daughters (Hagen, 16 and Natalie, 14) that live with me at 100 Hagen Court. I lived in the Cayce/West Columbia area from 1956 to 1993 when I moved to Lexington to 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: 467-0456 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.

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 Conlay 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.

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

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RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 9TH DAY OF DECEMBER, TWO THOUSAND AND EIGHT, ADOPTED THE FOLLOWING:

WHEREAS, recycling in South Carolina protects the environment, conserves natural resources, promotes energy efficiency and supports economic development; and

WHEREAS, the significant energy benefits of recycling provide greater diversity and reliability to the South Carolina energy grid while protecting our natural resources; and

WHEREAS, by reducing the amount of energy used by industry, recycling also reduces greenhouse gas emissions; and

WHEREAS, reprocessing used materials to make new products and packaging reduces the consumption of natural resources; and

WHEREAS, by converting waste into valuable products, recycling creates jobs, contributes feedstock to manufacturing and adds significant value to the South Carolina economy. In South Carolina, the recycling industry is directly responsible for more than 15,000 jobs, \$1.5 billion in annual personal income and \$69 million in tax revenue each year; and

WHEREAS, recycling reduces the amount of waste deposited in our landfills. In 2007, South Carolina recycled over 1.5 million tons of municipal solid waste, and Lexington County recycled 83,166 tons of municipal solid waste; and

WHEREAS, South Carolina's landfills have a finite lifespan, and, once capacity is reached, must be closed at a significant cost to the taxpayer. As a result, South Carolinians will incur exorbitant costs if we fail to provide greater incentives for recycling at every level; and

WHEREAS, through the recognition and promotion of the economic, energy and environmental benefits of recycling, South Carolina's recycling industry will grow, thereby creating efficient market-based solutions to the growing energy crisis and ensuring a clean, safe, abundant and stable energy supply to the citizens of this State for years to come.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, on behalf of citizens and businesses of Lexington County, by this resolution, encourage the Lexington Legislative Delegation and the South Carolina General Assembly to recognize the benefits of recycling to our environments and our economy and enact incentives to promote the recycling industry.

William C. "Billy" Derrick, Chairman

Debra B. "Debbie" Summers, Vice Chairman

James E. "Jim" Kinard, Jr.

George H. "Smokey" Davis

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

William B. Banning, Sr.

M. Todd Cullum

ATTEST:

Diana W. Burnett, Clerk



APPOINTMENTS BOARDS & COMMISSIONS

December 9, 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

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 24, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: (2) 1500 GPM Pumpers and (1) 750 GPM Tanker
Public Safety / Fire Service
B9019-11/17/08S**

Competitive bids were solicited and advertised for one (1) 750 GPM Tanker and two (2) 1500 GPM Pumpers for Public Safety/Fire Service. The bid document was set up to provide pricing for pumper equipment as an option. These replacement pumpers and tanker have an anticipated life expectancy of approximately 12-15 years. We received four (4) bids and one (1) no bid (see attached bid tabulation).

Bids were evaluated by Russell Rawl, Fire Service Coordinator; Ellis Gammons, Fleet Manager; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this bid to KME Fire Apparatus dba Slagle Fire Equipment for a total cost, including all applicable sales tax, of \$953,613.80.

Funds are appropriated in the following accounts:

| | | |
|--------------------|---------------------------|--------------|
| 1000-131500-5A9118 | (1) Tanker | \$234,369.00 |
| 1000-131500-5A9430 | (1) 1500 GPM Urban Pumper | \$372,360.00 |
| 1000-131500-5A9431 | (1) 1500 GPM Rural Pumper | \$348,271.00 |

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 December 9, 2008.

Attachment

copy: Larry Porth, Director of Finance / Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff / Director of Public Safety & Homeland Security
Russell Rawl, Fire Service Coordinator
Ellis Gammons, Fleet Manager

County of Lexington

Bid Tabulation

BID # : B09019-11/17/08S

Title: (2) 1500 GPM Pumper and (1) 750 GPM Tanker

| Item | Qty | U/M | Description | First Class Fire Apparatus | | Southeaster Apparatus Sales, LLC | | Toyne & Advanced Fire Equipment | |
|------|-----|-----|-------------------------------|----------------------------|-------------|----------------------------------|---------------|---------------------------------|---------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | 1 | ea | 1500 GPM Custom Pumper | | No Bid | \$ 368,769.00 | \$ 368,769.00 | \$ 389,432.00 | \$ 389,432.00 |
| 2 | 1 | ea | 1500 GPM CAFS Wildland Pumper | | No Bid | \$ 347,525.00 | \$ 347,525.00 | \$ 405,822.00 | \$ 405,822.00 |
| 3 | 1 | ea | 750 GPM Tanker | | No Bid | \$ 236,076.00 | \$ 236,076.00 | \$ 244,500.00 | \$ 244,500.00 |

Option 1

| | | | | | | | | | |
|---|---|----|--|--|--------|--|--------------|--|--------------|
| 1 | 1 | ea | GPM Pumper Accessories (Less Item 1.1) | | No Bid | | \$ 10,732.65 | | \$ 11,241.00 |
| 1 | 1 | ea | Accessories for the CAFS Wildland Pumper | | No Bid | | \$ 16,397.65 | | \$ 17,241.00 |

Option 2

| | | | | | | | | | |
|---|---|----|--------------------------------|--|--------|--|-------------|--|-------------|
| 1 | 1 | ea | Striping - CAFF Pumper | | No Bid | | \$ 2,735.00 | | \$ 2,750.00 |
| 1 | 1 | ea | Striping - Wildland Pumper | | No Bid | | \$ 2,735.00 | | \$ 2,750.00 |
| 1 | 1 | ea | Rear Chevron Striping - Tanker | | No Bid | | \$ 2,735.00 | | \$ 2,750.00 |

| | | | | | | | | | |
|--|--|--|--|--|---------------|--|----------------------|--|------------------------|
| | | | Subtotal for Vehicles, Option 1, and Option 2 | | No Bid | | \$ 987,705.30 | | \$ 1,076,486.00 |
| | | | Tax | | No Bid | | \$ 900.00 | | \$ 900.00 |
| | | | Total | | No Bid | | \$ 988,605.30 | | \$ 1,077,386.00 |

| Item | Qty | U/M | Description | Seagrave Fire (Vendor bid GPM Tanker only) | | KME Fire Apparatus dba Slagle Fire Equipment | |
|------|-----|-----|-------------------------------|--|---------------|--|---------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price |
| 1 | 1 | ea | 1500 GPM Custom Pumper | | No Bid | \$ 360,713.00 | \$ 360,713.00 |
| 2 | 1 | ea | 1500 GPM CAFS Wildland Pumper | | No Bid | \$ 331,062.00 | \$ 331,062.00 |
| 3 | 1 | ea | 750 GPM Tanker | \$ 249,760.00 | \$ 249,760.00 | \$ 233,621.00 | \$ 233,621.00 |

Option 1

| | | | | | | | |
|---|---|----|--|------------------------------|--|--|--------------|
| 1 | 1 | ea | GPM Pumper Accessories (Less Item 1.1) | Does Not Meet Specifications | | | \$ 9,512.80 |
| 1 | 1 | ea | Accessories for the CAFS Wildland Pumper | Does Not Meet Specifications | | | \$ 16,461.00 |

Option 2

| | | | | | | | |
|---|---|----|---|-----------|-----------|-----------|-----------|
| 1 | 1 | ea | Rear Chevron Striping - CAFF Pumper | No Bid | No Bid | \$ 448.00 | \$ 448.00 |
| 1 | 1 | ea | Rear Chevron Striping - Wildland Pumper | No Bid | No Bid | \$ 448.00 | \$ 448.00 |
| 1 | 1 | ea | Rear Chevron Striping - Tanker | \$ 960.00 | \$ 960.00 | \$ 448.00 | \$ 448.00 |

| | | | | | | | |
|--|--|--|---|--|---------------|--|---------------|
| | | | Subtotal for Tanker and Option 2 | | \$ 250,720.00 | | \$ 952,713.80 |
| | | | Tax | | \$ 300.00 | | \$ 900.00 |
| | | | Total | | \$ 251,020.00 | | \$ 953,613.80 |

First Class Fire Apparatus "no bid" because the specifications were too restrictive.

Seagrave Fire Equipment "Did Not Meet Specifications" on the GPM Pumper Accessories because they did not bid a GPM Pumper.

Bids Opened: November 17, 2008 @ 3:00 PM

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 24, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: X 26 Tasers with Accessories
Sheriff's Department**

We received a purchase request for X 26 Tasers with Accessories from the Sheriff's Department.

Colonel Allan Paavel, Sheriff's Department; and Lieutenant Bill Wright, Sheriff's Department have reviewed and recommended this purchase. The tasers will be purchased directly from Lawmen's Safety Supply, as they are the sole distributor of them for the state of South Carolina. The total cost, including applicable sales tax, is \$240,985.71.

Funds are appropriated in the following account:

| | | |
|--------------------|---------------------------------------|--------------|
| 1000-151300-5A9403 | (175) Tasers with Accessories | \$189,106.24 |
| 1000-151300-5A9237 | (8) Tasers with Holsters & Cartridges | \$8,652.26 |
| 1000-151300-5A9400 | (40) Tasers with Accessories | \$43,227.21 |

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 December 9, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: November 25, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: **Solid Tires with Rim & Rubber Wear Pads for Heavy Equipment – Term Contract
C09013-11/13/08S
Solid Waste Management**

Competitive bids were solicited and advertised for a term contract for Solid Tire with Rim & Rubber Wear Pads for Heavy Equipment for Solid Waste Management.

The bids were evaluated by Dave Eger, Director of Solid Waste Management; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this contract to SETCO Solid Tires, Inc. as the only responsive bidder. The total cost, including applicable sales tax, is \$79,052.99 (See attached bid tabulation).

We further recommend awarding this term contract for the initial period of one (1) year with the option to extend the contract for two (2) additional one (1) year periods, if deemed to be in the best interest of the County.

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 December 9, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dave Eger, Director of Solid Waste Management

County of Lexington

Bid Tabulation

BID # C09013-11/13/08S

Solid Tire with Rim Assembly and Rubber Wear Pads for Heavy Equipment

| SETCO Inc. | | | | |
|------------|----------|------------------------------|-----------------------------|-------------|
| Item | Quantity | Description | Unit Price | Total |
| 1 | 4 | Rubber Cost, Cat. 938-G | \$6,530.64 | \$26,122.56 |
| 2 | 4 | Rim Cost, Cat. 938-G | *included in Item # 1 costs | |
| 3 | 9 | Rubber Wear Pads, Cat. 938-G | \$1,202.01 | \$10,818.09 |
| 4 | 4 | Rubber Cost, Case 721 | \$6,530.64 | \$26,122.56 |
| 5 | 4 | Rim Cost, Case 721 | *included in Item # 4 costs | |
| 6 | 9 | Rubber Wear Pads, Case 721 | \$1,202.01 | \$10,818.09 |
| | | Sub-total | | \$73,881.30 |
| | | Tax | | \$5,171.69 |
| | | Total | | \$79,052.99 |

Bids Opened : November 13, 2008 @ 3:00 pm

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 803-785-8166

(F) 803-785-2240

DATE: November 24, 2008

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

SUBJECT: (1) III Phase Power Compactor (Grant Funds)
Solid Waste Management

We received a purchase request for one (1) III Phase Power Compactor for SWM - Recycling. This will be purchased through the grant for the DHEC Management Grant.

This has been deemed a Sole Source through Amick Equipment Company as they are the local distributor of the Wastequip Accurate Compactor Model # 645 XHD-7 in the southeast region of the United States. Dave Eger has reviewed and recommended this purchase. The total cost, including applicable sales tax, is \$36,775.16.

Funds are appropriated in the following account:

| | |
|-------------------------------|-----------------------|
| 5720-121207-5A8346 | DHEC Management Grant |
| (1) III Phase Power Compactor | \$36,775.16 |

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 December 09, 2008.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dave Eger, SWM Director

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



COUNTY OF LEXINGTON, SOUTH CAROLINA

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

ZONING TEXT AMENDMENT APPLICATION # **T08-12**

Section(s) of the Zoning Ordinance that are affected:

ARTICLE 12 - ADMINISTRATION, Chapter 3 - Amendments, Section 123.13 - Public Hearing

Reason for the request: To replicate the authority granted by the South Carolina Code of Laws, Section 6-29-760.

Submitted on behalf of: County Council Planning Commission

Printed Name: Charles M. Compton Title: Planning & GIS Director

Signature: Signature on File

| | | | |
|------------|----------------------|--|-------------------------|
| 11/24/2008 | Application Received | | Newspaper Advertisement |
| | Planning Commission | | |

Planning Commission Recommendation: _____

| | | | | |
|----------|---------------|----------------|----------------|---------------|
| 12/09/08 | First Reading | Public Hearing | Second Reading | Third Reading |
|----------|---------------|----------------|----------------|---------------|

Results: _____

Chapter 3. Amendments

123.00 Purpose

The Lexington County Council may, from time to time, amend the text of this Ordinance or the Zoning Maps which are a part of this Ordinance in the manner set forth below, where it is alleged that there was an error in the original Zoning Ordinance, where conditions have changed so as to warrant a change in zoning, or where in the opinion of the Lexington County Council such change shall serve to promote the public health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Lexington County.

123.10 Procedures

Map or text amendments may be proposed by the Lexington County Council or the Lexington County Planning Commission. Property owners may request map amendments, but only for a change in the district classification of their property or for a change in the classification of the street that directly accesses their property. If another person or entity is representing the property owner(s) in the amendment request, a letter of agency must be submitted with the application.

123.11 Application for Amendment

An application for amendment shall be filed with the Zoning Administrator, who shall transmit copies thereof to the Planning Commission and to County Council. A fee established by County Council shall accompany every application for an amendment.

123.12 Review by the Planning Commission

The Lexington County Planning Commission shall review and make recommendations to the County Council on proposed amendments to this Ordinance. The Commission shall make such recommendation within 30 days of the receipt of the application. Upon the expiration of the 30-day time limit, if the Planning Commission has not made a recommendation, the County Council may proceed to act as it deems proper.

123.13 Public Hearing

A public hearing shall be held by the County Council ~~on all proposed amendments to this Ordinance.~~ **before enacting or amending any zoning regulations or maps.** Notices of such shall be handled as follows:

- a. The Zoning Administrator shall give notice in a newspaper of general circulation in Lexington County at least 15 days prior to the public hearing. If the proposed amendment is to the Zoning Maps, the notice shall specify the location, current zoning, and proposed zoning of the property involved.
- b. At least 15 days prior to the public hearing, the Zoning Administrator shall cause at least one sign, not less than four square feet, to be posted on the property in question (if the application is a proposed map amendment). This sign shall contain the nature of the requested change and the time, date, and place of the public hearing, and shall be located so that it is visible from each public thoroughfare that abuts the property.
- c. Prior to the public hearing before County Council, the adjacent property owners (if the application is a proposed map amendment) shall be notified by the Zoning Administrator of the proposed amendment and the time, date, and place of the public hearing.

123.20 Extent of Amendment Granted

The County Council may grant a more restrictive zoning amendment, but not a less restrictive zoning amendment, than formally requested by the applicant.

123.30 Enactment

Upon enactment of an amendment by County Council, the Zoning Administrator shall immediately cause said amendment to be placed upon the Zoning Maps or inserted into the text of the Ordinance.

123.40 Resubmittal of Amendments

A map amendment request, which has been denied for the same property or substantially the same property, shall not be resubmitted within 12 months in the same form as previously submitted. The twelve months shall be measured from the date of the application. This shall not prohibit resubmittal if new facts are uncovered.

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

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: _____

ORDINANCE NO. 08-19
LEXINGTON COUNTY

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 ADD CERTAIN PROPERTY

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 County Councils of Calhoun County and Lexington County; and

WHEREAS, it is now desired that the boundaries of the Park be enlarged; and

WHEREAS, the expansion of the Park shall include that certain tract of real estate to be located in Lexington County and described in Exhibit A attached to this ordinance and which shall hereafter be owned or leased by Owen Electric Steel Company of South Carolina (d/b/a CMC Steel South Carolina).

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

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

[Signature Page to Follow]

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

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Name: William C. Derrick

Title: Council Chairman

(SEAL)

ATTEST:

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

First Reading: _____, 2008

Second Reading: _____, 2008

Third Reading: _____, 2008

Public Hearing: _____, 2008

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2008, _____, 2008 and _____, 2008, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

Dated: _____, 2008

EXHIBIT "A"

TMS Number: 007300-04-011
Property Address: 661 Neely Wingard Road
Legal Description: SE Side of I-20
Deed Book and Page: Book 1371, Page 225
Plat: 170G-37-67
Tax District: 1

In WITNESS WHEREOF, the duly authorized and appointed officers of Calhoun County, South Carolina and Lexington County, South Carolina have set their hand and seals hereto to be effective as of the __ day of _____, 2008.

CALHOUN COUNTY, SOUTH CAROLINA

By: _____

Name: David K. Summers, Jr.

Title: Council Chairman

(SEAL)

ATTEST:

By: _____

Name: Donna R. Allread

Title: Clerk to Calhoun County Council

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Name: William C. Derrick

Title: Council Chairman

(SEAL)

ATTEST:

By: _____

Name: Diana W. Burnett

Title: Clerk to Lexington County Council

EXHIBIT A-2

TMS Number: 007300-04-011
Property Address: 661 Neely Wingard Road
Legal Description: SE Side of I-20
Deed Book and Page: Book 1371, Page 225
Plat: 170G-37-67
Tax District: 1



COMMITTEE REPORT

RE: Eleventh Circuit Public Defender Administering County Request

DATE: December 4, 2008

COMMITTEE: Justice

MAJORITY REPORT: Yes

The Justice Committee met on Tuesday, November 18, 2008, to review the Eleventh Circuit Public Defender's request to appoint Lexington County as their administering county.

Mr. Robert Madsen, Circuit Public Defender, presented a request that Lexington County be appointed as the administering county for the Eleventh Circuit Public Defender's Office. He said that under state statute it requires that each one of the circuit public defenders have an administering county. It requires that the public defender have an agreement with the administering county to administer indigent defense funds distributed from the State and the counties within the circuit. In addition, all employees of the circuit public defender's office would be employees of the administering county, with the exception of him (Mr. Madsen) and his administrative assistance who are state employees. Currently, funding is provided from the following counties: Lexington (\$286,500), Saluda (\$8,000), McCormick (\$18,000), and Edgefield (\$15,200), and state funds which are based on a per capita basis as shown on the 2008-09 budget sheet presented.

The agreement does not require Lexington County to expend any additional money to be the administering county and that the County would be reimbursed any additional money beyond what it is already contributing.

Mr. Madsen said per the statute there would be additional expense to the counties, (Lexington, Saluda, Edgefield and McCormick), which doesn't have anything to do with who is the administering county. However, under the statute, based on population of pro rata share, each county will provide appropriate offices, utilities, expenses, and materials necessary to equip, maintain and furnish the office or offices of the Circuit.

The Justice Committee voted unanimously to recommend that full Council approve the Public Defender's request that Lexington County be appointed as the administering county for the Eleventh Circuit Public Defender's Office subject to working out a final agreement with the County Attorney.

AN ORDINANCE 08-17

AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT INCENTIVES AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA, AND FISHER TANK COMPANY, INC., ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR THE INCLUSION OF THE COMPANY IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL ESTATE CONTRACT FOR THE SALE OF A 15 ACRE PORTION OF THE REAL PROPERTY THAT IS SHOWN ON A RECORDED PLAT LOCATED IN THE REGISTER OF DEEDS OFFICE, IN THE PLAT BOOK 536 AT PAGE 1; AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL ESTATE CONTRACT GRANTING AN OPTION TO PURCHASE A 10 ACRE PORTION OF THE REAL PROPERTY THAT IS SHOWN ON A RECORDED PLAT IN THE REGISTER OF DEEDS OFFICE, IN THE PLAT BOOK 536 AT PAGE 1; AUTHORIZING THE EXECUTION AND DELIVERY OF A STORM WATER DRAINAGE EASEMENT AGREEMENT; AND OTHER MATTERS THERETO RELATED.

WHEREAS, Lexington County, South Carolina (“County”), acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (“Act”), (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to investments; (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); (iv) to create joint, county industrial parks with one or more contiguous counties, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Calhoun County (“Park”); (v) to sell real property pursuant to Section 4-9-30 the Code of Laws of South Carolina, 1976, as amended (“Code”); and (vi) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

WHEREAS, Fisher Tank Company, Inc., as Sponsor, and one or more of its affiliates and assigns, and any other Sponsor Affiliates that Fisher Tank Company, Inc. may designate and have the County approve by subsequent resolution (collectively, “Company”), is planning an investment consisting of the expenditure of approximately Six Million Dollars (\$6,000,000.00) (“Investment”) to establish a new manufacturing facility in the County (“Project”) at either of two potential locations as more specifically identified in herein; (“Project Locations”); and

WHEREAS, the Company has identified, as its desired Project Location, a parcel of unimproved County owned land (“Project Site”) located at the Batesburg-Leesville Industrial Park (“County Park”), and further identified as “Tract 2” in that preliminary survey attached hereto as Exhibit A; and

WHEREAS, the Company has identified, as an alternative Project Location in the County, a parcel of land to be acquired by the Company (“Two Notch Site”), and further described in a property description attached hereto as Exhibit B; and

WHEREAS, if the terms and conditions of the Project Site Purchase Agreement are not met, then the Company may select the Two Notch Site as its Project Location; and

WHEREAS, by its resolution adopted on November 18, 2008, the County identified the Project, as required by the Act and authorized the County to negotiate and execute an Economic Development Incentives and Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company (“Fee Agreement”); and

WHEREAS, as an inducement for the Company to locate at the Project Site, the County has determined: (i) to enter into a FILOT arrangement with the Company, the terms of which are more fully set forth in the Fee Agreement attached hereto as Exhibit C, but with the principal terms as follows: 20-year term, 6% assessment ratio, and a fixed millage of 473.895 mills for the entire term of the FILOT arrangement; (ii) to include the Project in the Park; and (iii) to provide other incentives as more fully described in the Fee Agreement.

WHEREAS, as an additional inducement for the Company to locate at the Project Site, the County has determined (i) to sell the Project Site to the Company subject to the terms of the Project Site Purchase Agreement attached hereto as Exhibit F; (ii) to grant an exclusive option to the Company to purchase an additional parcel of land in the County Park under the terms and conditions and as more fully defined and set forth in the Option Agreement attached hereto as Exhibit D; and (iii) to enter into a Drainage Easement Agreement with the Company, the terms of which are more fully defined and set forth in Exhibit E.

WHEREAS, the Company, may acquire the Project Site as part of a like kind exchange pursuant to Section 1031 of the Internal Revenue Code, and hereby requests the County to cooperate in effecting such exchange, including but not limited to, approving by resolution a Qualified Intermediary (as defined in the Fee Agreement), escrow agent, exchange agent or similar third party, as a Sponsor Affiliate; and

WHEREAS, if the Company elects to locate at the Two Notch Site, the County has determined: (i) to offer a FILOT arrangement with the Company, the terms of which are more fully set forth in the Fee Agreement, but with the principal terms as follows: 20-year term, 8% assessment ratio, and a fixed millage of 423.964 mills for the entire term of the FILOT arrangement; (ii) to include the Project in the Park; and (iv) to provide other incentives as more fully described in the Fee Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. Authorization to Execute and Deliver Fee Agreement. The Chair of County Council and the Clerk to County Council are authorized and directed to execute the above mentioned Fee Agreement, which includes the terms related to economic development incentives, attached to this Ordinance and presented before this meeting, with any minor modifications and revisions as are not adverse to the County and as may be approved by the Chair of County Council and the Clerk to County Council following advice of the County’s counsel, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council and the Clerk to County Council are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 2. Authorization to Sell and Option Real Property. The Chair of the County Council and the Clerk to County Council, at the advice of County’s counsel, are authorized and directed (i) to execute and deliver the Project Site Purchase Agreement, attached to this Ordinance; (ii) to thereafter take any

further official action to sell the Project Site to the Company; (iii) to execute and deliver the Option Agreement granting an exclusive option to purchase the Option Parcel; and (iv) to execute and deliver the Drainage Easement Agreement.

Section 3. Statutory Findings. The County hereby affirms: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 4. Park Boundaries. The expansion of the Park boundaries to include the Project Site, or, alternatively, the Two Notch Site, is hereby authorized and approved. The Company may request, from time to time, that a portion of the Property be removed from the Park. In each case, the Counties authorize removal of that portion of the Property upon receipt of a written request from the Company. No further action by either the Calhoun County Council or the Lexington County Council is required. Any public hearing requirement otherwise in effect is hereby waived.

Section 5. Further Acts. The County Council authorizes the Chair of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County, including but not limited to, any action required to assist the Company to effect a like kind exchange pursuant to Section 1031 of the Internal Revenue Code.

Section 6. Sponsor Affiliates. The County hereby agrees, upon request of the Company, to approve by resolution future Sponsor Affiliates under the Act.

Section 7. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

LEXINGTON COUNTY, SOUTH CAROLINA

William C. “Billy” Derrick, Chairman
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

READINGS:

| | |
|-----------------|-------------------|
| First Reading: | October 28, 2008 |
| Second Reading: | November 18, 2008 |
| Third Reading: | December 9, 2008 |
| Public Hearing: | December 9, 2008 |

EXHIBIT A

PROJECT SITE PURCHASE AGREEMENT

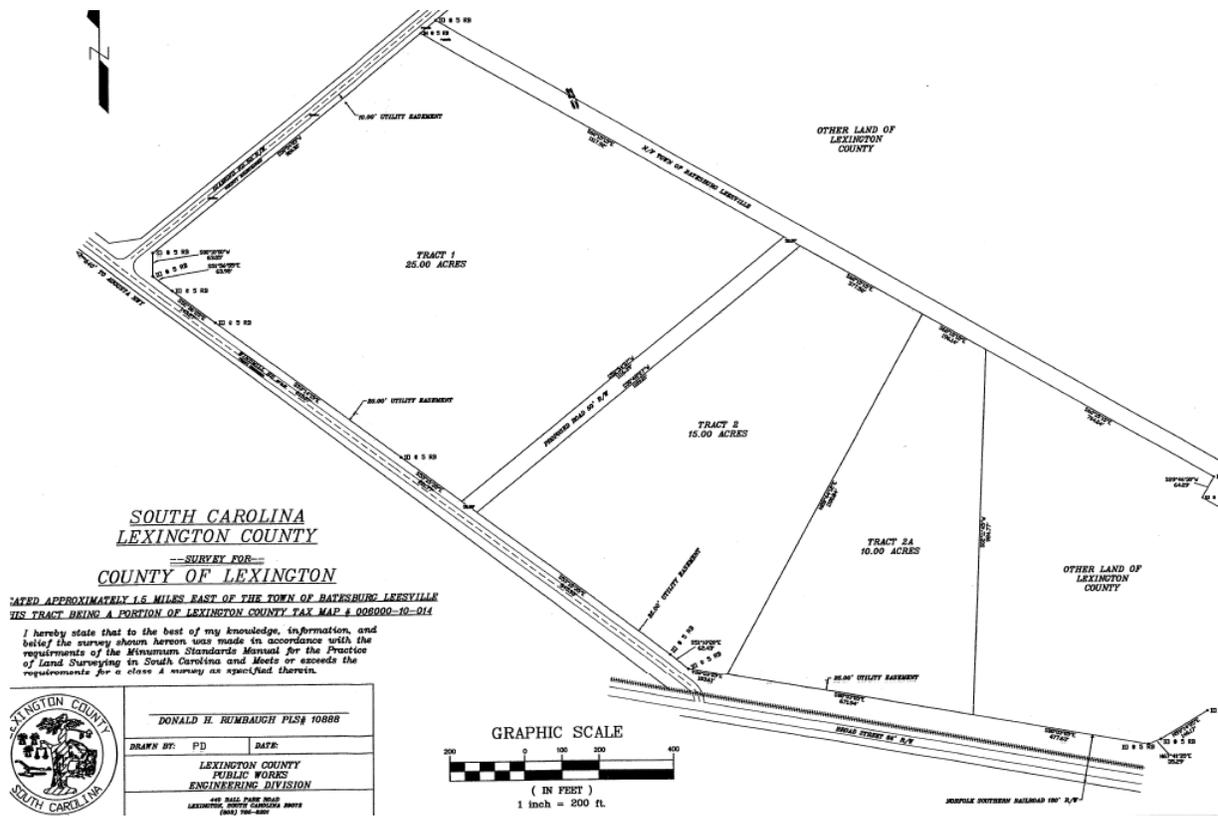


EXHIBIT B
DESCRIPTION OF PROPERTY
Two Notch Site

LEGAL DESCRIPTION

TWO NOTCH SITE

The legal description of the property was obtained from the ALTA/ACSM Land Title Survey by Freeland & Associates, Inc. This survey is dated 9/25/2008.

Beginning at an iron pin located on the southeastern right-of-way of SC Hwy 70 (Two Notch Road -66' right -of-way) and being the common corner of Gainey Realty & Investment Corp. (Deed book 3977, page 139); thence along said right-of-way, N 71-24-39 E for 255.69 feet to an iron pin; thence along a curve concave to the north having a radius of 1942.81 feet, an arc length of 387.63 feet and a chord bearing and distance of N 65-42-29 E for 386.98 feet to an iron pin; thence leaving said right-of-way, S 30-54-24 E for 1211.78 feet to an iron pin located on the northwestern right-of-way of Interstate 20 (variable width right-of-way); thence along said right-of-way, S 56-04-14 W for 38.05 feet to a right-of-way monument; thence S 56-03-58 W for 353.54 feet to an iron pin; thence along the common line of Gainey Realty & Investment Corp., N 41-19-34 W for 297.32 feet to an iron pin; thence N 41-14-09 W for 1056.30 feet to the Point of Beginning. Said tract contains 14.691 acres (639,972 sq. ft.) more or less.

EXHIBIT C
ECONOMIC DEVELOPMENT INCENTIVES AND FEE-IN-LIEU OF *AD VALOREM* AGREEMENT
("FEE AGREEMENT")

EXHIBIT D
OPTION AGREEMENT

EXHIBIT E
DRAINAGE EASEMENT AGREEMENT

EXHIBIT F
PROJECT SITE PURCHASE AGREEMENT

EXECUTION COPY

**ECONOMIC DEVELOPMENT INCENTIVES AND
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

BETWEEN

FISHER TANK COMPANY, INC.

AND

LEXINGTON COUNTY, SOUTH CAROLINA

DECEMBER 9, 2008

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450 (29201)
POST OFFICE BOX 1509
COLUMBIA, SOUTH CAROLINA 29202-1509
(803) 255-8000**

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- Exhibit C Town Commitment Letter
- Exhibit D Natural Gas Provider Letter
- Exhibit E Electrical Provider Letter

**ECONOMIC DEVELOPMENT INCENTIVES AND
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

THIS ECONOMIC DEVELOPMENT INCENTIVES AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of December 9, 2008, by and between Lexington County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Lexington County Council ("County Council") as the governing body of the County, and Fisher Tank Company, Inc., a corporation, organized and existing under the laws of the State of Pennsylvania, and authorized to conduct and conducting business in Lexington County, South Carolina, along with affiliated or related entities, including one or more Sponsor Affiliates, to the extent allowed by and as defined in Section 12-44-30 of the Code, as amended (collectively, "Company") (hereinafter, the County and the Company are referred to individually as a "Party" and, collectively, as "Parties").

WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act") to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State; and

(b) Pursuant to the Act, the County affirms that (a) the Project (as defined in this Fee Agreement) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public; and

(c) Pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended ("Code"), the County is authorized to make and execute contracts of the type embodied by this Fee Agreement; and

(d) The Company, as Sponsor, and one or more of its affiliates and assigns, and any other Sponsor Affiliates that the Company may designate and have the County approve by subsequent resolution, is planning an investment consisting of the expenditure of approximately Six Million Dollars (\$6,000,000.00) ("Investment") to establish a new manufacturing facility in the County ("Project") at either of two potential locations as more specifically identified in this Fee Agreement (together, the "Project Locations" and each a "Project Location"); and

(e) As of the date hereof, the Company, has identified the Project Site (as defined in the Fee Ordinance (see below)) as the desired Project Location; and

(f) As of the date hereof, the Company has identified the Two Notch Site (as defined in the Fee Ordinance (see below)) as alternative Project Location; and

(g) As an inducement for Company to locate the Project in the County, the County, along with other third-parties identified in this Fee Agreement, have offered certain economic development incentives to the Company (“Incentives”); and

(h) The Parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the Incentives; and

(i) By a Resolution of the County Council dated November 18, 2008 (“Inducement Resolution”), the County has identified the Project as required by Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the “Act”) and pursuant to an Ordinance adopted December 9, 2008 (“Fee Ordinance”), authorized the County to enter into this Fee Agreement with the Company.

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

ARTICLE I DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chair” means the Chair of the County Council of Lexington County, South Carolina.

“Clerk of County Council” means the Clerk to the County Council of Lexington County, South Carolina.

“Code” means the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” means December 31, 2008.

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

“County Council” means the Lexington County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or

(iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.11 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT Payments” means the payments in lieu of taxes which the Company is obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

“Initial Investment Period” means the period beginning with the first day that economic development property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. As described in Section 3.1 of this Fee Agreement, the County may but is not required to extend this period, in accordance with the Act.

“Investment Period” means the Initial Investment Period plus any extension as authorized by the Act and this Fee Agreement.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means with respect to each Phase of the Project the day ten years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twentieth full calendar year, after the Commencement Date, provided, however, the County and the Company are entitled to

extend the Phase Termination Date up to the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(20) of the Act, as amended.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, duly organized and in good standing under the laws of the State of Pennsylvania, but is authorized to conduct and is conducting business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to undertake the Project in the County.

(e) The Company will invest a minimum of \$6,000,000 by the end of the Initial Investment Period.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem taxes* ("FILOT Payments") on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem taxes* with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2013, or December 31, 2018, if the Investment Period is extended as set forth in the Act. However, under no circumstances may the period for compliance with the \$2,500,000 minimum statutory investment be extended beyond the Initial Investment Period. If fully extended, the total Investment Period may extend through December 31, 2018.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.3 hereof):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following nineteen years, unless

extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years, thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Multiply the taxable value determined in the preceding step by the millage rate in effect at the time this Fee Agreement is executed (473.895), and in effect for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of twenty (19) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County. If the Company

Alternatively, if the Company does not locate at the Project Site pursuant to the terms and conditions of the Project Site Purchase Agreement (as defined in the Fee Ordinance), then the Company may elect to locate at the Two Notch Site. However, the Company shall notify the County of its election to locate at the Two Notch Site no later than the date on which it has made its decision not to locate at the Project Site, which shall be prior to the Project Site Closing Date. If such election is made, the assessment ratio under Step 2 of this Section 3.1 shall be 8% and the applicable millage rate under this Step 3 shall be that millage rate in effect at the time this Fee Agreement is executed (423.964 mills).

- Step 4: If the Company locates at the Project Site, the County shall grant to the Company, for the purpose of Rail (defined below), a Special Source Revenue Credit (“SSRC”) in installments as provided below for the three (3) years that it makes FILOT Payments as permitted pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, beginning

in the year in which it has begun expending monies for the Rail. The cumulative total of the SSRC benefit to the Company shall not be less than the \$100,000.00.

| Year | Credit Amount |
|------|---------------|
| 1 | \$33,333.34 |
| 2 | \$33,333.33 |
| 3 | \$33,333.33 |

If the Company's aggregate Investment made by the end of the Investment Period does not meet \$6,000,000, the Company shall reimburse the County a pro rata portion (calculated as provided below) of any SSRCs previously granted by the County against FILOT Payments due from the Company under this Fee Agreement. In the event the Company invests \$6,000,000 by the end of the Investment Period, the Company shall not owe any amount to the County under this provision.

By way of example only, if the Company has invested only \$4,000,000 by the end of the Investment Period, the pro rata reimbursement amount under this Step 4 would be: $((\$6,000,000 - \$4,000,000) / (\$6,000,000)) * 100\% = 33.33\% * \$100,000$ (presuming the County had previously granted an aggregate \$100,000 in SSRCs), resulting in a reimbursement under this Step 4 of \$33,333.33.

In the event that the Company's Investment reaches at least \$7,000,000 by the end of the first 24 months of the Investment Period, the County shall grant to the Company an additional SSRC in the amount of \$25,000.00 per year in both the fourth and fifth years in which the Company makes FILOT Payments.

The County Auditor is hereby directed to apply the credit amount to reduce the Company's FILOT liability as set forth each year by a filing the Company is to make when remitting its FILOT Payment, substantially in the form of **Exhibit A**. The Company shall be required to use the SSRC to pay for or reimburse itself for eligible expenditures associated with Rail, which shall include but not be limited to the cost of designing, acquiring, constructing, improving, or expanding the Rail. Within thirty (30) days of receipt of the Company's FILOT Payment with the Certificate, the County Auditor shall remit the SSRC to the Company.

(c) If, by the end of the Initial Investment Period, the Company fails to meet its minimum investment of \$6,000,000, the Company shall prospectively begin making ad valorem tax payments to the County on any property comprising the Project that would be subject to ad valorem taxation in the County. Furthermore, the Project shall revert retroactively to ad valorem tax treatment. In such event, any amount determined to be due and owing to the County shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project and further reduced by any abatements provided by law. Additionally, the Chair of County Council shall meet with an appropriate Company official to discuss the Company's investment and the potential reversion of the payments in lieu of *ad valorem* taxes

due under this Fee Agreement to payments that would have resulted from ad valorem taxes levied on the Project. Following this meeting, if the County desires to continue to offer the Company the benefits under this Fee Agreement or under another arrangement as otherwise agreed to between the County and the Company, the County Council shall consider a resolution that would reflect this determination. If the County adopts the resolution, the Company shall continue to receive the benefits under this Fee Agreement or benefits otherwise agreed to between the County and the Company in the remaining tax years during which this Fee Agreement is in effect.

(d) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level set forth in this Section, pursuant to this Fee Agreement.

(e) In the event that the Act and/or the above-described FILOT Payments or SSRCs are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 *FILOT Payments on Replacement Property.* If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the

oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the FILOT term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof, subject always, however, and notwithstanding any other provision of this Fee Agreement to the contrary, to the requirement to maintain not less than \$6,000,000 investment in the Project, based on original cost without regard to depreciation, in accordance with the Act.

Section 3.4 *Place and Allocation of FILOT Payments.* The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.5 *Removal of Equipment.* Subject always to Section 3.3., the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof.

Section 3.6 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any

amounts due by the Company to the County under Section 3.1 hereof, to the extent allowed by the Act.

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

Section 3.7 *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8 *Maintenance of Existence.* The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company or its parent are specifically authorized hereunder; and further, the Company is entitled to cease operations at the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.10 hereof. Such transfers to a successor entity substantially similar to the Company in nature and function are specifically approved and authorized by the County without any further action by the County Council.

Section 3.9 *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" information and data in its operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided,

however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.10 *Assignment and Subletting.* This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution.

Section 3.11 *Events of Default.* The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

The benefits of the Company shall continue hereunder, as provided for under Section 12-44-100 of the Act, so long as the Company has achieved the minimum investment of \$6,000,000 by the end of the Investment Period and maintains such investment thereafter in an amount no less than \$6,000,000, without regard to depreciation, throughout the Project life, the Term, the Fee Term or until the early termination of this Fee Agreement.

Section 3.12 *Remedies on Default.* Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company of such default and after the expiration of a thirty (30) day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

The County may utilize any statutory enforcement provision available under state law to collect unpaid taxes or FILOT payments.

Nothing in this Fee Agreement shall be construed, in any fashion, so as to diminish or abate the County's first priority lien, pursuant to the Act and South Carolina tax law, to the extent it exists independently of this Fee Agreement, for unpaid taxes or FILOT Payments.

Section 3.13 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.14 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.15 Administrative Fees. The Company shall reimburse the County for all reasonable costs and fees, including but not limited to the County's legal fees and costs for retention of its Special Counsel, actually incurred by the County, not exceeding \$2,500.00, but exclusive of normal County overhead including costs and salaries related to administrative, staff employees and similar costs and fees, relating to the negotiation and approval of the inducement of the Project, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

ARTICLE IV NON-FILOT PROJECT INCENTIVES

Section 4.1 Multi-County Industrial Park. The County shall take necessary action to authorize the inclusion of the Project within an existing or to be created MCIP established in accordance with Section 4-1-170 of the Code.

Section 4.2 Permits. The County agrees to provide support and assistance to obtain the approval of any and all local permits, including but not limited to ground disturbance, storm water and construction permits, that are required to make the Improvements (defined in Section 4.4), or, alternatively, for any improvements made by the Company. Assistance and support for

permitting is contingent upon the Company providing required documents and specifications in a timely manner to the appropriate permit granting authority.

Section 4.3 *Like-Kind Exchange.* The Company may acquire the Project Site, or alternatively, the Two Notch Site, as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code. If the Company elects to exercise such right, the County shall cooperate in effecting such exchange, provided the Company will make all necessary arrangements, pay all costs associated with the exchange, and bear all other expenses necessary to accomplish the exchange; and provided further, that such exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third-party (the “Qualified Intermediary”) to acquire title to purchase the Project Site, or alternatively, the Two Notch Site, as replacement property but directing the same to be transferred directly to the Company. Company’s exchange shall not extend or delay the Project Site Closing Date beyond the time set forth in this Fee Agreement. The County shall not be required to assume any additional contractual obligations as part of the Company’s exchange and, notwithstanding any assignments by the Company to Qualified Intermediary, the Company shall at all times remain subject to all of its obligations hereunder and the County shall not be required to join the Qualified Intermediary into any action arising out of this Fee Agreement in order to enforce County’s rights hereunder.

Section 4.4 *Improvements to Project Site; Access.* As an inducement for the Company to locate at the Project Site, the County shall make or cause to be made certain improvements both at and around the Project Site as more specifically defined in this Section 4.4 (“Improvements”). The County shall carry usual and customary liability insurance policies on the Project Site during the time that it is undertaking Improvements.

A. *Grubbing and Project Site Improvements Plan.* The Company shall present to the County a site development plan, including but not limited to, specifications for the clearing and grubbing of the Project Site and for storm water drainage and detention on and off the Project Site, with cost estimates (“Project Site Improvement Plan”). The County shall provide clearing and grubbing services (including removal of debris), without cost to the Company, in the amount of Forty Thousand Dollars (\$40,000.00) on the Project Site. Upon receipt of the Project Site Improvement Plan, the County shall meet with the Company and its engineer at a mutually agreeable time in order to define the exact scope of work that the County shall provide under the Project Site Improvement Plan (“County Site Preparation Work”).

With the County’s assistance, the Company shall submit applications for all necessary permits approving the Project Site Improvement Plan from the South Carolina Department of Health and Environmental Control (“DHEC”) and any other necessary authorities as may be required by law. The County shall assist to obtain any and all permits granted from the state and local levels so that the County and the Company can begin working on the Project Site. Upon obtaining the required permits, the County shall commence the County Site Preparation Work and complete such work on a schedule to be determined that is mutually agreeable to the County, through its Department of Public Works, and the Company. The commencement of the County Site Preparation Work shall occur no earlier than the Project Site Closing Date (as defined in the Project Site Purchase Agreement), however, the County will make its best effort to commence such work within the week following the Project Site Closing Date.

The County Site Preparation Work shall be performed in a commercially acceptable quality and manner. If air permits are required, the County agrees to assist the Company or to request the South Carolina Department of Commerce to assist the Company to expedite the approval of its air permit application(s).

B. Rail. The Company may construct a rail extension, at its own cost, to the Facility (“Rail”). The Rail would connect to the Norfolk Southern rail line near the Project Site and would be funded and owned by the Company. If it is determined that an easement is needed from the County for the benefit of the Company in order to construct the Rail, then the County hereby agrees to grant an easement to the Company for such purpose.

C. Access Road. The County agrees to construct a paved access road directly adjacent to the Project Site that shall serve the County Park (as defined in the Fee Ordinance) (“Access Road”). The Access Road shall connect from Windmill Road. The County hereby grants to the Company a non-exclusive right of access to the Access Road. The right of access extends to all traffic to and from the Project Site. The County shall make a good faith effort to initially deliver the Access Road in a pre-paved condition suitable for the ingress and egress of construction vehicles by March 1, 2009. The County shall make a good faith effort to complete full construction of the Access Road and make it available for use by the Company no later than the date on which the Company is issued a certificate of occupancy for the Facility. The County shall construct the Access Road according to applicable County standards and agrees to coordinate with the Company to design, develop and construct the Access Road so that the placement and location of the Access Road is seamless with the Company’s site development plans for the Project Site, including but not limited to, its Project Site Improvement Plan. The County shall fund and thereafter maintain, at no cost to the Company, the entire Access Road. The County hereby acknowledges that it has received a commitment from South Carolina Electric & Gas (“SCE&G”) for a grant in an amount equal to \$50,000.00 to assist with the funding of the Access Road (“Road Grant”). That commitment is evidenced by a letter attached hereto as **Exhibit B** (“Road Grant Letter”).

D. Road Closure. If mutually agreed upon between the County and the Company, the County shall pursue a legal closure of Windmill Road.

E. Provision of Water and Sewer. The Town of Batesburg-Leesville (“Town”) has made a commitment to provide, without cost or charge to the Company, an industrial grade septic tank system for accepting and treating sanitary wastewater from the Project Site and potable water to tie-in points at the Project Site at locations to be specified by the Company. The size and placement of the water lines and the installation thereof to the Project Site as well as the capacity, flow and pressure of the water shall be delivered in accordance with the requirements of the Company. The water lines to be provided shall have the capability to deliver sustained water flow for fire protection purposes to the Project Site for the benefit of the Facility. The County has received a letter dated June 26, 2008, evidencing a preliminary commitment from the Town for the benefit of the Project and is attached hereto as **Exhibit C** (“Town Letter”). Although the Company will coordinate with the Town to receive such commitment, the County shall make its best effort to assist the Company to receive the benefits outlined in this Section 4.4(E).

F. Provision of Natural Gas Infrastructure and Service. The natural gas service provider, SCE&G, has made a commitment to serve the Project as more specifically set forth in that letter dated October 21, 2008 and attached hereto as **Exhibit D** (“Natural Gas Provider Letter”). The County shall not be liable to the Company for SCE&G’s failure to fulfill commitments made to serve the Project under this Section 4.4(F).

G. Provision of Electric Infrastructure and Service. The electrical service provider, SCE&G, has made a commitment to serve the Project and provide transformers on the Project Site as more specifically set forth in that letter attached hereto as **Exhibit E** (“Electrical Provider Letter”). The County shall not be liable to the Company for SCE&G’s failure to fulfill commitments made to serve the Project under this Section 4.4(G).

H. Storm Water Drainage and Retention Pond and Grant of Easement. The County hereby commits to provide to the Company an easement to use a body of water adjacent to the Project Site for purposes of a storm water drainage and retention pond (“Storm Water Pond”), if such body of water can be used for those purposes. If the Storm Water Pond (as will be further defined in a Drainage Easement Agreement) is not usable by the Company as determined by it in its sole discretion for its drainage purposes, which includes, but is not limited to, catching, directing, receiving, accepting, retaining and discharging storm water and surface water runoff from the Project Site or the Option Parcel or the Company elects not to use the Storm Water Pond for such purposes, then the County shall, within thirty (30) days written notice from Company, transfer ownership and title to five (5) acres of the Option Parcel for the sum of Ten Dollars (\$10.00) per acre. In such case, the Company shall have the sole and absolute discretion to select the shape and location of the five (5) acres of the Option Parcel that will be transferred provided that the acres are contiguous with the Project Site.

The County shall also grant an exclusive easement to the Company between the boundary of the Project Site and the Storm Water Pond in order that the Company may construct a ditch to connect the Company’s storm water drainage system to the Storm Water Pond (collectively “Storm Water Easement”). The Storm Water Easement shall be more fully defined in the Drainage Easement Agreement (as defined in the Fee Ordinance). The County and the Company shall enter into the Drainage Easement Agreement no later than the Project Site Closing Date. The actual location of the Storm Water Easement shall be mutually agreed upon between the County, through its County Administrator, and the Company and the County Administrator, shall have the authority to approve, execute and deliver the Drainage Easement Agreement to the Company. The County reserves the right to relocate the Storm Water Easement, at no cost to the Company, provided that the Company’s storm water drainage and retention needs are satisfactorily met after such relocation. Furthermore, the County agrees to make its best efforts to purchase that strip of land identified as “N/F Town of Batesburg-Leesville” on the preliminary survey (“Site Plan”) attached hereto as **Exhibit F**. If a determination is made by the Company that the easements referred to in this Section 4.4(H) are not required or if the Company receives ownership and title of the five (5) acres of the Option Parcel under the conditions as set forth in this Section 4.4(H), then the easements shall be terminated, such termination to be evidenced by a document releasing the easements.

Section 4.5 Improvements classified as Investment. To the extent the Company makes any expenditures for the Improvements set forth in this Article IV, the County shall

consider such expenditures as part of the Investment provided that they are taxable. However, for expenditures made on Improvements that are classified as non-taxable, the County shall consider such expenditures as part of the Investment up to an amount equal to \$100,000.00.

Section 4.6 *Master Park Agreement.* The County hereby agrees to allow the Company to review and provide comment to the provisions of any existing or future master park agreement that governs the covenants and restrictions of the County Park. Nothing in the master park agreement shall apply to the Project Site or the Option Parcel (hereinafter described) without an opportunity for the Company, its successors and assigns, to provide comment to the County. No covenant or restriction shall prohibit or impair the use of the Project Site or the Option Parcel for those purposes for which it is being used by the Company.

Section 4.7 *Zoning.* The County hereby represents and warrants that the Project Site is not subject to any zoning restrictions that would prohibit or impair the use of the Project Site or the Option Parcel in the manner in which it is intended to be used by the Company.

ARTICLE V MISCELLANEOUS

Section 5.1 *Notices.* Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Lexington County, South Carolina
 Katherine Hubbard
 County Administrator
 Lexington County Administration Building
 202 S. Lake Drive
 Lexington, South Carolina 29072
 Telephone: (803) 785-8100
 Facsimile: (803) 785-8101

WITH A COPY TO: County Attorney
 Jeff Anderson
 Nicholson, Davis, Frawley, Anderson, & Ayer, LLC
 140 East Main Street
 Lexington, South Carolina 29072
 Telephone: (803) 359-2512
 Facsimile: (803) 359.7478

AS TO THE COMPANY: Fisher Tank Company, Inc.
ATTN: Mr. Paul Windham, Vice-President
2330 Two Notch Road
Lexington, South Carolina 29072
Telephone: (803) 359-0706

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
ATTN: Sam Moses, Esquire
1201 Main Street, Suite 1450
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: 803.255.8000
Facsimile: 803.255.8017
Email: sammoses@parkerpoe.com

Section 5.2 *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 5.7 *Further Assurance.* From time to time, and at the Company's expense, the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with

the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strong inducement to locate the Project in the County.

Section 5.9 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 5.10 *Force Majeure.* Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 5.11 *Execution Disclaimer.* Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 5.12 *Timing.* As to all actions to be performed by the Parties under the Fee Agreement, time is of the essence.

[Signature Pages to Follow]

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

LEXINGTON COUNTY, SOUTH CAROLINA

William C. "Billy" Derrick, Chairman
Lexington County Council

(SEAL)
ATTEST:

Diana Burnett, Clerk to Council
Lexington County Council

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

FISHER TANK COMPANY, INC.

BY
ITS

EXHIBIT LIST

- Exhibit A — Form of Certificate of Infrastructure Improvement Credits
- Exhibit B — Road Grant Letter
- Exhibit C — Town Commitment Letter
- Exhibit D — Natural Gas Provider Letter
- Exhibit E — Electrical Provider Letter
- Exhibit F — Site Plan

EXHIBIT A

[FORM OF]

CERTIFICATE OF INFRASTRUCTURE IMPROVEMENT CREDITS

Reference is made to that certain Fee Agreement dated as of December 9, 2008 (“Fee Agreement”), by and between Lexington County, South Carolina (“County”), and Fisher Tank Company, Inc. (“Company”). Each capitalized term not defined in this Certificate has the meaning ascribed in the Fee Agreement.

In accordance with the terms of the Fee Agreement, the undersigned authorized agent of the Company certifies to the County:

1. The Company is entitled to claim an Infrastructure Improvement Credit (each, a “Credit”) against each annual FILOT Payment, for up to 5 years during the term of the Fee Agreement, for a portion of each FILOT Payment, as set forth in Article III of the Fee Agreement, with respect to the Project, not exceeding an amount for which a credit is permitted under the Act.

2. The invoice for the annual FILOT Payment for tax year 20__, provided by the County Auditor, specifies the FILOT Payment due with respect to the Project on January 15, 20__, to be \$_____.

3. The amount payable from the County to the Company within thirty (30) days of receipt of the Company’s FILOT Payment with this Certificate is \$_____.

4. The Credit specified in this Certificate for the current Property Tax Year, together with the amount of all Credits previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company and all investors, for which a Credit is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____
_____, _____.

FISHER TANK COMPANY, INC.

By: _____

Name: _____

Title: _____

EXHIBIT B

Road Grant Letter

EXHIBIT C

Town Commitment Letter

EXHIBIT D

Natural Gas Provider Letter

EXHIBIT E

Electrical Provider Letter

EXHIBIT F

Site Plan

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION TO PURCHASE REAL PROPERTY (“Agreement”) is made and entered into as of the 6th day of February, 2009, between Lexington County, South Carolina (“County”), and Fisher Tank Company (“Company”).

WITNESSETH:

WHEREAS, on December 9, 2008, County as seller and Company as buyer entered into an Economic Development Incentives and Fee-in-Lieu of Ad Valorem Taxes Agreement (“Fee Agreement”) and Project Site Purchase Agreement pursuant to which County agreed to sell to Company, and Company agreed to purchase from County, the real property more particularly identified as “Tract 2” on the preliminary survey attached hereto Exhibit “A” attached hereto (the “Project Site”), including all appurtenances thereto; and

WHEREAS, pursuant to the Fee Agreement entered into on December 9, 2008, the County shall granted to Company certain easements and other rights concerning property and ponds which are located adjacent to or near the Project Site (the “Adjacent Tract”), in form satisfactory to Buyer and as more fully described and provided for in Exhibit “B” (the “Drainage Easement Agreement”);

WHEREAS, in the Project Site Purchase Agreement and in consideration of the execution of the Project Site Purchase Agreement, County agreed to grant to Company at closing an option to purchase the certain real property and all improvements constructed thereon which is located adjacent to the Project Site and identified as “Tract 2A” as more fully described on the preliminary survey attached hereto as Exhibit “A” (the “Option Parcel”); and

WHEREAS, simultaneously with the closing of the Project Site and subject to the terms and conditions of this Agreement, County desires to grant to Company, its successors and assigns, an exclusive option to purchase the Option Parcel.

NOW THEREFORE, for and in consideration of the Project Site Purchase Agreement and the associated closing, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and promises hereafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

1. Grant of Option.

Subject to and on the terms and conditions herein set forth, County hereby grants and gives to Company, its successors and assigns, the exclusive right and option to purchase the Option Parcel (the “Option”).

2. Exercise of Option.

The Option may be exercised by Company by providing written notice to County (the “Option Exercise Notice”) on or before the date that is two (2) years from the date on which Company is granted a certificate of occupancy for its Facility (as more fully described in the Fee

Ordinance dated December 9, 2008). Upon exercise of the Option, this Agreement shall be deemed a contract to sell and purchase the Option Parcel subject to the terms and conditions herein.

3. Purchase Price.

The purchase price for the Option Parcel shall be calculated at a rate of Six Thousand Dollars (\$6,000) per acre. The purchase price shall be paid in immediately available funds at the closing of the Option Parcel in accordance with this Agreement (the "Option Closing").

4. Inspection.

Beginning the date upon which this Agreement is executed, the Company and Company's agents and designees shall have the right to enter the Option Parcel for the purposes of inspecting the Option Parcel, conducting soil tests, and making surveys, mechanical and structural engineering studies, environmental assessments, and any other investigations and inspections as Company may reasonably require to assess the condition of the Option Parcel; provided, however, that such activities by or on behalf of the Company on the Option Parcel shall not materially damage the Option Parcel; and provided further, however, that Company shall indemnify and hold County harmless from and against any and all claims for injury to person or damage to property, to the extent directly resulting from the activities of Company or Company's agents or designees on the Option Parcel, excluding, however, claims arising out-of the discovery of, or the non-negligent accidental or inadvertent release of, any Hazardous Materials (as hereinafter defined) resulting from Company's investigations (unless the Hazardous Materials are brought onto the Option Parcel by Company or Company's agents, employees, consultants or contractors.

5. Representations and Warranties of County.

County makes the following representations and warranties each of which (a) shall survive the Option Closing if it occurs, (b) is material and is being relied upon by Company, (c) is true in all respects as of the date hereof, and (d) for the representations and warranties stated in (i), (ii), (vi) and (viii) below, shall be true as of the Option Closing:

(i) This Agreement has been duly executed and delivered by County and is a valid and binding obligation of County, enforceable against County in accordance with its terms.

(ii) No person, firm or entity, other than County has any lease, tenancy or right of occupancy in and to the Option Parcel or any portion thereof.

(iii) County has not received notice of violation of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Option Parcel. The execution of this Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Option Parcel under any agreement or other instrument to which County is a party or by which County or the Option Parcel is bound. There are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Option Parcel.

(iv) County has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Option Parcel; (ii) actions, suits or proceedings pending or threatened against the Option Parcel; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Option Parcel; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Option Parcel.

(v) County has no knowledge of nor has received any written notification from any governmental authority or other entity or person specifying any non-compliance of the Option Parcel or any portion thereof with applicable codes, statutes, ordinances, or regulations which non-compliance remains uncured.

(vi) County is not a party to any contracts or agreements affecting or pertaining to the Option Parcel which will be binding on Company or the Option Parcel following the Closing other than the contracts and Agreements to which Company is a party.

(vii) There is no pending lien or special assessment, other than ad valorem real property taxes for 2008 and will be no pending lien or special assessments other than ad valorem property taxes for the year of the Option Closing, to be made against the Option Parcel by any governmental authority.

(viii) To Seller's knowledge, there are no under or above ground storage tanks on, in or under the Property, and there are no Hazardous Materials (as defined below) on, in or under the Property in violation of any Environmental Laws (as defined below). The term "**Hazardous Materials**" as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material which is or may be defined, determined or identified as being a hazardous or toxic substance by any Federal, state or local law, statute, ordinance, order, decree, rule, or regulation or any common laws regarding health, safety, radioactive materials, or the environment (collectively, "**Environmental Laws**"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1151, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

6. Covenants of County.

County covenants and agrees from the Signature Date of this Agreement until the Option Closing or the termination or expiration of this Option, as follows:

(i) Not to cause or permit any action to be taken which will cause the representations or warranties in Sections 5(i), (ii), (vi) and (viii) in this Agreement to be untrue on the Option Closing Date.

(ii) To advise Company in writing of any matter of which County receives notice which may cause any of the foregoing representations or warranties to be untrue as of the Option Closing Date.

(iii) Not to enter into any leases or permit anyone to occupy the Option Parcel (or any portion thereof).

7. Representations and Warranties of Company.

Company does hereby represent and warrant that the persons executing this Agreement on behalf of Company are authorized to do so and, upon execution by such parties, this Agreement shall be a valid and binding obligation of Company, enforceable against Company in accordance with its terms.

8. Closing Date.

In the event Company exercises the option under this Agreement, the Option Closing shall occur on a date determined by Company, which date shall be within eighteen (18) days of County's receipt of the Option Exercise Notice (the "Option Closing Date").

9. County's Closing Obligations.

(a) County shall certify to Company at the Option Closing that all of County's representations, warranties, and agreements are true and correct as of the Option Closing Date. County shall not have at the Option Closing failed to meet, comply with, or perform any condition or Agreement on its part to be performed hereunder.

(b) On or before the Option Closing Date, County shall deliver to Company's closing attorney (and deliver copies thereof to Company's closing attorney at least ten (10) days prior to the Closing) the following:

(i) a limited warranty deed, in form and substance satisfactory to Company, conveying to Company marketable fee simple title to the Option Parcel, free and clear of all liens and encumbrances whatsoever, except those consented to by Company in a writing referencing this Section 9(b)(i) and which is executed by Company.

(ii) County's affidavit in favor of Company and Company's title insurance company (the "Title Company") that all labor and materials in connection with any improvements or construction by County at the Option Parcel within the period provided by law for the filing of mechanic's liens have been paid in full that there are no parties in possession and such other matters that may be required by the Title Company to effectuate the Option Closing and issue an owner's title insurance policy;

(iii) a resolution signed by the appropriate government officials of County confirming and ratifying County's authority to consummate the transaction contemplated by this Agreement, and such further proof of authority as may be required by Title Company or Company's counsel;

(iv) such other documents as may be reasonably requested by Company to implement the transactions set forth in this Agreement.

(v) Possession shall be delivered to Company at the Option Closing, subject only to the those exceptions consented to by Company in a writing referencing this Section 9(b)(i) and which is executed by Company.

10. Company's Closing Obligations.

(a) Company shall certify to County at the Option Closing that all of Company's representations, warranties, and Agreements are true and correct as of the Option Closing. Company shall not have failed at the Option Closing to meet, comply with, or perform any condition or Agreement on its part to be performed hereunder or under the Project Site Purchase Agreement.

(b) On the Option Closing Date (or earlier if necessary to permit the Option Closing to occur when scheduled), Company shall effect a wire transfer to its closing attorney of immediately available funds the Purchase Price.

11. Closing Prorations.

Real estate taxes and assessments, accrued but not payable, for the calendar year in which Option Closing Date fall shall be paid by County.

12. Drainage and Storm Water Pond.

If the Storm Water Pond (as defined in the Drainage Easement Agreement) is not usable by the Company as determined by it in its sole discretion for its drainage purposes, which includes, but is not limited to, catching, directing, receiving, accepting, retaining and discharging storm water and surface water runoff from the Project Site or the Option Parcel, the County shall, within thirty (30) days written notice from Company, transfer ownership and title to five (5) acres of the Option Parcel for the sum of Ten Dollars (\$10) per acre. The Company shall have sole and absolute discretion to select the shape and location of the five (5) acres of the Option Parcel provided the acres are contiguous to the Project Site. Should the transfer of property take place pursuant to this Section 12, the portion of the Option Parcel not transferred shall remain subject to the terms of this Agreement. If there is a conflict between this Section 12 and any provision of the Fee Agreement, then the Fee Agreement shall control.

13. Termination of Option.

Notwithstanding anything in this Agreement to the contrary, this Agreement will automatically terminate on the earlier of (i) the date that County receives written notice referencing this Section 13 that Company desired to terminate this Agreement and which is

executed by Company, or (ii) that date that is determined pursuant to Section 2 of this Agreement.

14. Apportionment of Closing Costs.

County shall pay costs for the deed stamps or excise tax on the recorded documents and the cost of recording the deed. Company will pay the cost of recording the deed.

15. Assignment. The Company shall have no right to assign this Agreement without the prior written consent of the County, which consent will not be unreasonably withheld; except that Company may assign this Agreement to an Affiliate (as hereinafter defined) without prior written consent of County. "Affiliate" shall mean an entity in which the Company has an ownership interest in or is actively involved in the entity's management.

16. Notices.

Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing and shall be deemed to have been given (a) when physically received by personal delivery (which shall include the receipt of a telecopy facsimile transmission), or (b) one (1) business day after being deposited with a nationally known commercial courier service providing next day delivery service (such as Federal Express), addressed to the respective parties at the following addresses:

AS TO THE COUNTY: Lexington County, South Carolina
 Katherine Hubbard
 County Administrator
 Lexington County Administration Building
 202 S. Lake Drive
 Lexington, South Carolina 29072
 Telephone: (803) 785-8100
 Facsimile: (803) 785-8101

WITH A COPY TO: County Attorney
 Jeff Anderson
 Nicholson, Davis, Frawley, Anderson, & Ayer, LLC
 140 East Main Street
 Lexington, South Carolina 29072
 Telephone: (803) 359-2512
 Facsimile: (803) 359.7478

AS TO THE COMPANY: Fisher Tank Company, Inc.
 ATTN: Mr. Paul Windham, Vice-President
 2330 Two Notch Road
 Lexington, South Carolina 29072
 Telephone: (803) 359-0706

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
ATTN: Sam Moses, Esquire
1201 Main Street, Suite 1450
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: 803.255.8000
Facsimile: 803.255.8017
Email: sammoses@parkerpoe.com

17. Damages.

If County defaults for any reason whatsoever in the performance of its obligations under this Agreement, then in such event, Company may seek all legal and equitable remedies, including, but not limited to, specific performance. In the event of a breach by County of County's representations and warranties or County's breach of covenants, Company shall have the right to all remedies under law and equity.

18. Entire Agreement.

This Agreement, when fully executed, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and Agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Attorney's Fees.

In the event either party brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, the prevailing party in such action or on any appeal therefrom shall be entitled to its litigation expenses and reasonable attorney's fees to the extent so ordered by a court of final binding jurisdiction in addition to all other appropriate relief.

20. Successors and Assigns.

This Agreement and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Governing Law.

This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of South Carolina.

22. Covenants of Cooperation.

County and Company cooperate with each other and execute such additional documents, including escrow instructions, as may be necessary to carry out the provisions of this Agreement.

23. Headings and Captions.

The headings and captions of the paragraphs of this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

24. Dates.

The "Signature Date" of this Agreement shall be defined as the date the last of County and Company has executed this Agreement as evidenced by the dates written below their respective signatures.

25. Computation of Time.

Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 PM Eastern Time of the next full business day. In computing periods of time from the Signature Date, the Signature Date shall not be counted.

26. Gender and Number.

As used in this Agreement, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

27. Invalidity.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, the remaining provisions of this Agreement shall be enforced and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

28. Multiple Counterparts.

This Agreement may be executed in one or more counterparts all of which together shall constitute one and the same instrument.

29. Memorandum of Option Agreement.

At the closing of the Property, at Company's request, County and Company shall record a Memorandum of Option Agreement for the Option after the recording of the general warrant deed for the Property and prior to recording of the County Deed of Trust.

29. Time is of the Essence.

TIME IS OF THE ESSENCE as to this Agreement and all obligations hereunder. Strict compliance with the times for performance stated in this Agreement is required. Unless otherwise specified herein, all references to "day" or "days" in this Agreement will mean a calendar day or calendar days. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday recognized by the government of the United States or the State of South Carolina, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday recognized by the government of the United States or the State of South Carolina. The terms "business day" or "business days" as used in this Project Site Purchase Agreement shall mean Monday through Saturday, but excludes holidays recognized by the government of the United States or the State of South Carolina.

The Parties have executed this Agreement to be effective as of the date set forth above.

Witnesses:

Company:

FISHER TANK COMPANY, INC.

By: _____

Name: _____

Title: _____

Date: _____

.

The Parties have executed this Agreement to be effective as of the date set forth above.

Witnesses:

COUNTY:

Lexington County, South Carolina

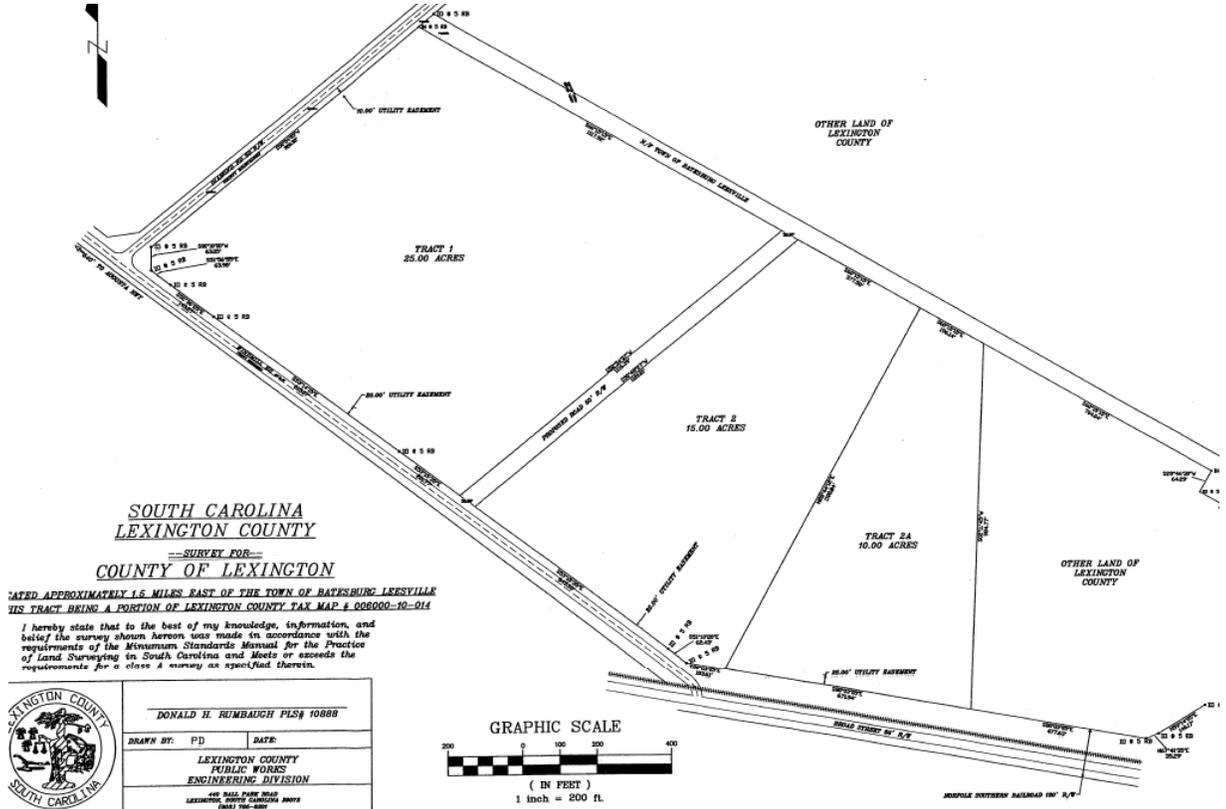
By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROJECT SITE



SOUTH CAROLINA
LEXINGTON COUNTY
--SURVEY FOR--
COUNTY OF LEXINGTON

MADE APPROXIMATELY 1.5 MILES EAST OF THE TOWN OF BATESBURG LEEVILLE
THE TRACT BEING A PORTION OF LEXINGTON COUNTY TAX MAP # 006000-10-014

I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and Meets or exceeds the requirements for a class A survey as specified therein.



| | |
|---|-------|
| DONALD H. RUMBAUGH PLS# 10888 | |
| DRAWN BY: PD | DATE: |
| LEXINGTON COUNTY PUBLIC WORKS ENGINEERING DIVISION | |
| 445 BALL PARK ROAD LEXINGTON, SOUTH CAROLINA 29058 (803) 782-8200 | |

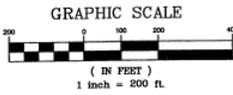


EXHIBIT B

DRAINAGE EASEMENT AGREEMENT

discharging storm water and surface water runoff from Project Site (and the Option Parcel if owned by the Company) and any existing or new improvements constructed on Project Site (and the Option Parcel if owned by the Company), and such commercial uses as might now or hereafter be developed and located on Project Site (and the Option Parcel if owned by the Company); and (ii) the right to connect and tie into any such drainage system which might be installed from time to time by County or others within Drainage Easement Area (provided the capacity of such drainage systems is not exceeded). The Drainage Easement shall be for the benefit of and an appurtenance to Project Site (and the Option Parcel if owned by the Company), and also for the benefit of all owners, lessees, licensees, invitees and guests thereof or thereon, and a burden upon Adjacent Tract.

TO HAVE AND TO HOLD the aforesaid Drainage Easement and all privileges and appurtenances thereto belonging to Company, its successors and assigns forever; and County covenants that County is seized of the Drainage Easement Area that Drainage Easement traverses in fee simple absolute and has the right to convey said Drainage Easement, that Drainage Easement is free from all liens and encumbrances, and that County will warrant and defend title to Drainage Easement against claims of all persons.

2. **Grant of Storm Water Pond Easement by County.** County has hereby bargained, sold, transferred and conveyed and does hereby grant, bargain, sell, transfer and convey to Company and Company's successors and assigns, a non-exclusive, perpetual, transmissible, appendant, appurtenant and commercial easement ("Pond Drainage Easement") on, over, under, within, through and across, and right to use in common with County, the Storm Water Pond for the flow of surface waters and storm water runoff from Project Site (and the Option Parcel if owned by the Company), including: (i) the right to construct, install, use, operate, maintain, improve, repair, replace, relocate and remove any improvement, drainage ditch, storm water and drainage pipes, lines, and conduits and detention facilities and appurtenant pipes, filters and facilities (collectively, "Pond Drainage System") as are customary and reasonably necessary for the purpose of catching, directing, receiving, accepting, retaining and discharging storm water and surface water runoff from Project Site (and the Option Parcel if owned by the Company) and any existing or new improvements constructed on Project Site (and the Option Parcel if owned by the Company), and such commercial uses as might now or hereafter be developed and located on Project Site (and the Option Parcel if owned by the Company); and (ii) the right to connect and tie into any such drainage system which might be installed from time to time by County or others within the Storm Water Pond (provided the capacity of such drainage systems is not exceeded). Any improvements or alterations to the Storm Water Pond shall not be made without prior written consent of the County, through its Department of Public Works, which consent shall not be unreasonably withheld, conditioned or delayed. The Pond Drainage Easement shall be for the benefit of and an appurtenance to Project Site (and the Option Parcel if owned by the Company), and also for the benefit of all owners, lessees, licensees, invitees and guests thereof or thereon, and a burden upon the Storm Water Pond. The County agrees that when future purchases take title to any parcel of land within the area upon which Project Site is located and as shown on Exhibit "E" (the "County Park") and construct a facility in the County Park that would require the use of the Storm Water Pond, the purchaser shall pay a rata share, based on acreage in the parcels, of the maintenance of the Storm Water Pond and any and all storm water connections existing from the Project Site (and the Option Parcel if owned by the Company) to the Storm Water Pond and lying within the Pond

Drainage Easement. The covenant shall be binding upon any future owner of the property on which the Storm Water Pond and the Pond Drainage Easement are located and shall run with the title to the land or any portion of the County Park on lot therein.

TO HAVE AND TO HOLD the aforesaid Pond Drainage Easement and all privileges and appurtenances thereto belonging to Company, its successors and assigns forever; and County covenants that County is seized of the Storm Water Pond that traverses in fee simple absolute and has the right to convey said Pond Drainage Easement, that Storm Water Pond is free from all liens and encumbrances, and that County will warrant and defend title to the Storm Water Pond against claims of all persons.

3. Use and Maintenance of Easements. Company and County shall each have the right to use the Drainage Easement Area and the Drainage System (collectively the “Drainage Facilities”) in common with each other. If and until such time as the Drainage Facilities shall be dedicated to and accepted by the appropriate governmental authority as a public drainage system, Company shall be responsible for maintaining the Drainage Facilities and shall make all repairs as reasonably necessary to maintain the Drainage Facilities in good order and repair.

4. Binding on Heirs, Successors and Assigns. The terms and provisions of this easement agreement shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective heirs, successors and assigns.

5. Covenants Running with the Land. The benefits and the burdens of each easement and the obligations of each covenant set forth in this easement agreement shall run with the particular parcels of property involved.

6. Captions. The captions and headings used in this agreement are for the purpose of convenience and shall not be construed to limit or extend the meaning of any part of this agreement.

7. Construction. As used in this agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the agreement or any part thereof.

8. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

9. Exhibits. The Exhibits referenced in this agreement and attached hereto are incorporated in and made a part of this agreement.

10. Governing Law. This easement agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

11. Severability. If any term, covenant or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each such term, covenant or condition of this agreement shall be valid and enforceable to the full extent permitted by law.

12. Rescission, Modification, Amendment. This easement agreement may not be rescinded, modified or amended, in whole or in part, except by an instrument in writing signed by the then record owner(s) of the respective dominant and servient tracts and duly recorded in the RMC Office for Lexington County, South Carolina.

13. Compliance with Law. Company and the County shall each comply with all applicable local, state and federal statutes, laws, codes and ordinances concerning or with respect to the use of the rights, privileges, and easements granted herein.

14. Default. If any party hereunder fails or refuses to perform any of its covenants, obligations or duties herein contained, and if such failure or refusal shall continue for thirty (30) days after the defaulting party receives written notice from the non-defaulting party, unless within such thirty (30) day period the defaulting party has cured the default specified in such notice, then in such case the non-defaulting party may seek and pursue any and all remedies available at law and/or in equity.

15. Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

16. Attorneys' Fees. In the event that any party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to his court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, reasonable attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

17. No Liens. If Company or the County is performing any work pursuant to this agreement on the other party's tract of land, the working party shall keep the other party's tract free and clear of all mechanic's, materialsmen's and laborer's liens in connection with such work. In the event any such lien or claim is levied or filed, the party for whom such work is performed shall immediately (but in no event later than thirty (30) days after the filing thereof) and at such party's expense, bond or discharge the other party's tract of land from such lien or claim of lien.

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IN WITNESS WHEREOF, this easement agreement is signed by the aforesaid parties on the day, month and year first above written.

WITNESSES:

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Print: _____
Its: _____

EXHIBIT "A"

Description of Project Site and Option Parcel

EXHIBIT “B”

Description of Adjacent Tract

EXHIBIT “C”

Description of Storm Water Pond

EXHIBIT “D”

Description of Drainage Easement Area

EXHIBIT “E”

Description of County Park

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT OF PURCHASE AND SALE ("Project Site Purchase Agreement") is made this 9th day of December, 2008, between Lexington County, South Carolina (hereinafter referred to as "Seller"), and Fisher Tank Company, Inc., a Pennsylvania Corporation authorized to do business in South Carolina (hereinafter referred to as "Buyer"). In consideration of the mutual promises, covenants, and agreements contained herein, Seller and Buyer agree as follows:

WITNESSETH

1. **SALE OF THE PROPERTY.** Seller agrees to convey and Buyer agrees to accept on the terms hereafter stated, certain real property containing approximately 15 acres, together with any and all improvements thereon and appurtenances thereto located in Lexington County, South Carolina generally shown as Tract 2 on the attached preliminary survey ("Site Plan") as Exhibit "A" (hereinafter referred to as the "Project Site"). The Buyer shall have the property surveyed prior to Closing and the legal description from the survey shall be attached in place of the Site Plan. If for any reason Buyer decides that it does not want to purchase the Project Site, it may give the Seller written notice and terminate the Project Site Purchase Agreement.

2. **TITLE.** At closing, Seller shall convey to the Buyer good and marketable fee simple title by limited warranty deed to the Project Site free and clear of all leases, liens, encumbrances and mortgages. Buyer shall cause the title to the Project Site to be examined prior to Closing. Prior to Closing (hereinafter defined), Buyer shall submit to Seller notice in writing of any objections to title, including but not limited to any matters shown on any new survey of the Project Site (the "Title Objections"). Subject to the terms herein, the Seller shall have until the Closing to correct, at Seller's sole cost and expense, the Title Objections. If, at Closing, Seller has not corrected all the Title Objections to Buyer's sole and absolute satisfaction, Buyer shall have the option to accept such title as Seller delivers at Closing with no reduction in the Purchase Price; or to terminate this Agreement, and this Agreement shall automatically become null and void.

Notwithstanding the foregoing, at or before Closing, the Seller shall remove all liens and encumbrances over the Project Site (such as, for example, mortgages, judgments, and federal and state tax liens) that can be removed by the payment of money, and Seller shall be required to satisfy any such encumbrances and remove any existing easements on the site which Purchaser determines would interfere with its development of the Project at or before Closing.

3. **CLOSING.** The Buyer and Seller agree that the closing of the purchase and sale ("Closing") will be consummated on or before February 6, 2009 in the office of the Buyer's attorney in Columbia, South Carolina. At closing, the Seller will deliver or cause to be delivered to the Buyer such additional documents, including any documents required by Buyer's title insurer and attorney as may be reasonably required by the Buyer to consummate the sale of the Project Site to the Buyer. The Seller will pay the following costs: the Seller's attorney's fees, the preparation of the Deed, transfer fees and documentary stamps applicable to the Deed. The Buyer will pay the following costs: the Buyer's attorney's fees, recording fee to record the deed, and costs to obtain any survey and title insurance desired by the Buyer.

4. **POSSESSION.** Possession of the Project Site will be delivered to the Buyer on the Closing Date free from leases and parties claiming any rights to possession in or ownership to the Project Site.

5. **MISCELLANEOUS.** It is further agreed as follows:

5.1 **Notice.** All notices, demands, requests or other communications required or permitted to be given hereunder (collectively, a “**Notice**”) shall be in writing and shall be given to the party at its regular mail address or facsimile transmission number set forth below (or at such other regular mail address or facsimile transmission number that a party may hereafter designate by sending written notice thereof to the other parties pursuant to the terms of this Section 12):

If to Buyer: Fisher Tank Company, Inc.
ATTN: Mr. Paul Windham, Vice-President
2330 Two Notch Road
Lexington, South Carolina 29072
Telephone: (803) 359-0706

with copies to: Parker Poe Adams & Bernstein LLP
Attn: Sam Moses, Esquire
1101 Main Street, Suite 1450
Columbia, South Carolina 29201
Telephone: 803.255.8000
Email: sammoses@parkerpoe.com

If to Seller: Lexington County, South Carolina
Katherine Hubbard
County Administrator
Lexington County Administration Building
202 S. Lake Drive
Lexington, South Carolina 29072
Telephone: (803) 785-8100

with copies to: County Attorney
Jeff Anderson
Nicholson, Davis, Frawley, Anderson, & Ayer, LLC
140 East Main Street
Lexington, South Carolina 29072
Telephone: (803) 359-2512
Facsimile: (803) 359.7478

5.2 **1031 Exchange Transaction.** Buyer may acquire the Project Site as part of a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. If Buyer elects to exercise such right, Seller shall cooperate in effecting such exchange, provided Buyer will make all necessary arrangements, pay all costs associated with the exchange, and bear all other expenses necessary to accomplish the

exchange; and provided further, that such exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party (the “Qualified Intermediary”) to acquire title to purchase the Project Site as replacement property but directing the same to be transferred directly to Buyer. Buyer’s exchange shall not extend or delay the Closing of the Project Site beyond the time set forth in this Project Site Purchase Agreement. Seller shall not be required to assume any additional contractual obligations as part of Buyer’s exchange and, notwithstanding any assignments by Buyer to Qualified Intermediary, Buyer shall at all times remain subject to all of its obligations hereunder and Seller shall not be required to join Qualified Intermediary into any action arising out of this Project Site Purchase Agreement in order to enforce Seller’s rights hereunder, all of which may be pursued directly against Buyer.

5.3 Drainage and Storm Water Pond. If the Storm Water Pond (as defined in the Drainage Easement Agreement to be executed by the parties at Closing, a copy of which is attached hereto as **Exhibit “B”**) is not usable by the Company as determined by it in its sole discretion for its drainage purposes, which includes, but is not limited to, catching, directing, receiving, accepting, retaining and discharging storm water and surface water runoff from the Project Site or the Option Parcel (as defined in the Option Agreement a copy of which is attached as **Exhibit “C”**) or the Company elects not to use the Storm Water Pond for such purposes, then the Seller shall, within thirty (30) days written notice from Buyer, transfer ownership and title, free and clear of liens and encumbrances except those consented to by the Buyer, to five (5) acres of the Option Parcel for the sum of Ten Dollars (\$10) per acre. In such case, the Buyer shall have the sole and absolute discretion to select the shape and location of the five (5) acres of the Option Parcel provided that the acres are contiguous with the Project Site. Should the transfer of property take place pursuant to this Section 5.3, the portion of the Option Parcel not transferred shall remain subject to the terms of the Option Agreement. If the Company determines, in its sole discretion, that the easements referred to in this Section 5.3 are not required or if the Company receives ownership and title of the five (5) acres of the Option Parcel under the conditions as set forth in this Section 5.3, then the easements herein shall be terminated, such termination to be evidenced by a document releasing such easements. If this Section 5.3 is in conflict with any provision of that certain Economic Development Incentives and Fee-in-Lieu of *Ad Valorem* Taxes Agreement dated December 9, 2008 between the Buyer and the Seller (“Fee Agreement”), then the provision of the Fee Agreement shall control.

5.4 Project Commencement. The Buyer shall act diligently and undertake good faith efforts to ensure the Project (as defined in the Fee Agreement) is commenced within twenty-four (24) months of Closing. For the purposes of this Section 5.4, “commencement” shall be defined as the issuance of a Land Disturbance Permit by Lexington County Public Works. Should the Buyer fail to commence the Project within the said twenty-four (24) month period, Buyer shall reconvey the Project Site to the Seller free and clear of liens and encumbrances except those consented to by the Seller. Upon reconveyance of the Project Site the Buyer shall

have not further obligations or responsibilities concerning this Agreement or the Project Site. Notwithstanding the foregoing, if Buyer's failure to commence the Project is caused in any way by the failure of Seller to approve the Project or provide the necessary permits for the commencement of the Project, then Project Site shall not revert back to the Seller.

- 5.5 Sale of Project Site. Prior to commencement, as defined in Section 5.4, the Buyer shall not convey ownership of the Project Site without the prior written consent of the County, which consent will not be unreasonably withheld; conditioned or delayed, except that Company may convey ownership to an Affiliate (as hereinafter defined) without prior written consent of County. "Affiliate" shall mean an entity in which the Company has an ownership interest in, is actively involved in the entity's management or a Qualified Intermediary as defined in Section 5.2 of this Agreement. Once the Project has commenced, as defined in Section 5.4, the restriction set forth in this Section 5.5 shall terminate automatically and the County shall execute such documents as is required by the Company to affect such termination of record. The recorded deed shall restate the language of this Section 5.5 or provide for substantially similar language reflecting its intent.
- 5.6 Survival. The provisions of this Project Site Purchase Agreement and the Fee Agreement shall survive the closing of the transaction under this Project Site Purchase Agreement.

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IN WITNESS WHEREOF, this instrument has been executed by the parties on the dates indicated.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
**LEXINGTON COUNTY, SOUTH
CAROLINA**

Witness

By: _____
Name: _____
Title: _____

Witness

Date Signed: _____

IN WITNESS WHEREOF, this instrument has been executed by the parties on the dates indicated.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BUYER:
FISHER TANK COMPANY, INC.

Witness

By: _____
Name:
Title:

Witness

Date Signed: _____

EXHIBIT "A"

DESCRIPTION OF PROJECT SITE

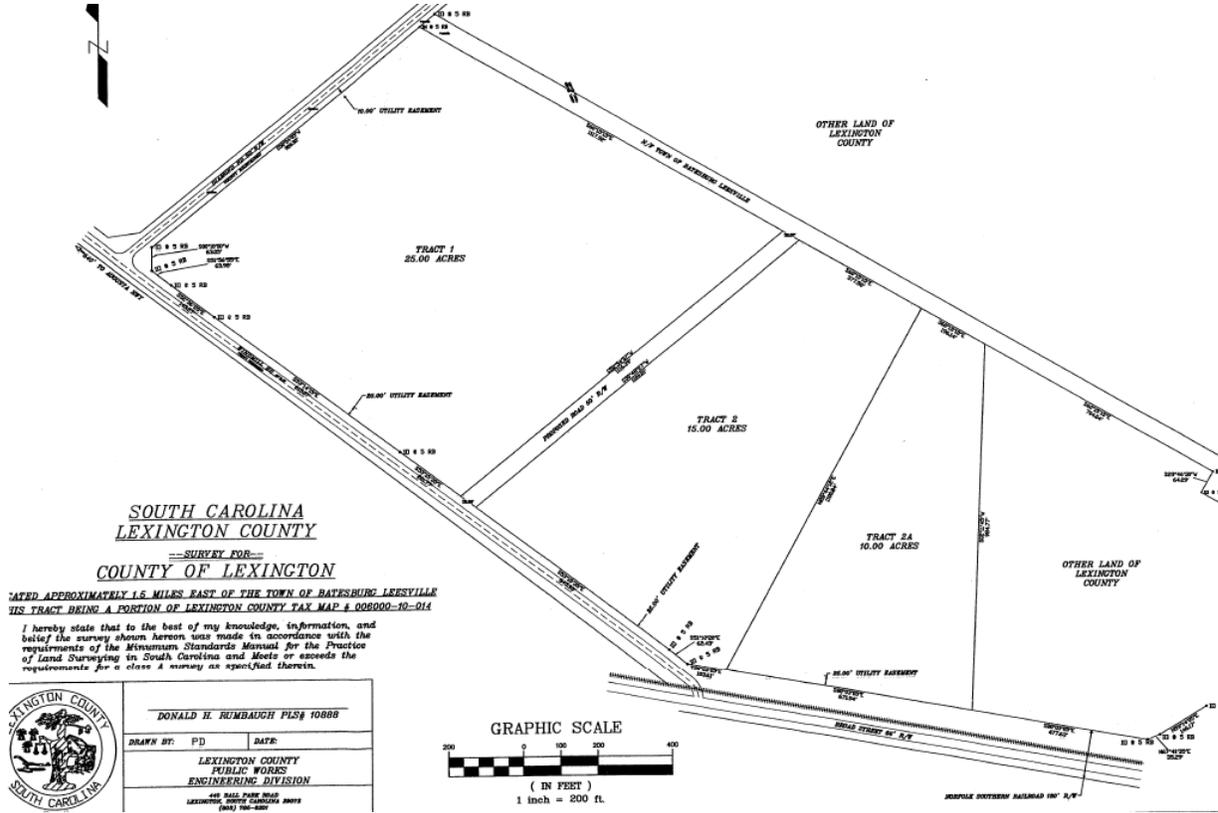


EXHIBIT "B"

DRAINAGE EASEMENT AGREEMENT

EXHIBIT "C"

OPTION AGREEMENT